

**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

September 21, 2020

6:00 PM

AMENDED AGENDA

Posted:

Pledge of Allegiance

Roll Call

Approval of Agenda

Approval of Minutes

1. City Council Minutes

Recognition of Visitors

Communications, Requests, Informational Items & Consent Calendar

Public Hearing and Receipt of Bids

2. Receipt of bids for a new plow and spreader for the F-350, dump body truck.

3. Receipt of bids for 2020 Street Striping project.

4. Bids for lease-purchase financing for Heritage Hills Golf Course improvements.

Ordinances & Resolutions

5. An Ordinance Establishing The Annual Tax For The Imposition Of A 9-1-1 Tax For The Emergency Telephone Services Heretofore Imposed By Ordinance No. 6948 Passed And Adopted May 2, 1994.

6. An Ordinance Approving A Cooperative Agreement With Randolph County And Randolph County Ambulance District For 911 Fees And Call Flow Analysis Consulting.

7. An Ordinance Approving And Ratifying Execution Of A Cooperative Agreement Between The City Of Moberly And Gregory K. And Debra A. Wybert And The Marcey L. Berry Trust.

8. Ordinance Continuing To Impose A Capital Improvement Sales Tax In The City Of Moberly, Missouri, At The Rate Of One Half Of One Percent On All Retail Sales That Are Subject To Taxation For The Purpose Of Extending, Improving, Operating And Maintaining Its Water And Sewer Systems.

9. A resolution accepting the bid of First State Community Bank to provide lease-purchase financing for Heritage Hills Golf Course improvements.

10. Ordinance Approving A Tax-Exempt Equipment Lease Purchase Agreement With First State Community Bank.

11. An Ordinance Accepting And Approving Two Community Assistance Program Agreements With The Missouri Department Of Conservation For Moberly City Lakes.

12. An Ordinance Approving An Easement For Electric Service; And Providing Further Authority.

13. A Resolution Accepting The State Contract Bid And Authorizing The Purchase Of A Plow And Spreader To Fit A F-350 Ford Dump Truck.

14. A Resolution Accepting The Bid Of Remole's Coatings LLC For Street Striping And Authorizing The City Manager To Enter Into A Contract For Said Services.

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

Official Reports

16. Department Head Monthly Reports

Anything Else to Come Before the Council

17. Appointment of Council member to Fire Chief Hiring Committee.

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

Adjournment

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

August 17, 2020
City of Moberly, Missouri Council Minutes

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

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

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

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

A motion was made by Kimmons and seconded by Davis to approve the minutes of July 20, 2020, July 27, 2020, July 29, 2020, August 3, 2020 and August 6, 2020 Council meetings as presented. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

A request was received from James Barker, for Moberly High School Homecoming Parade to hold the 2020 Moberly High School Homecoming parade September 18, 2020 at 3:00 p.m. (parade will begin at Adams Street and Johnson Street, east on Reed Street, north on Clark Street, west on Coates Street, ending at the intersection of Johnson Street and Coates Street). A motion was made by Kimmons and seconded by Kyser to approve the request. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

A request was received from Elaine Avery and Chris Wertz, for VFW Post 2654 to hold the 2020 Veteran Day Parade November 14, 2020 at 1:00 p.m. (parade will begin at Johnson Street and Reed Street, east on Reed Street, south on Clark Street and disband). A motion was made by Brubaker and seconded by Davis to approve the request. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

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

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

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

Kimmons introduced a bill for an ordinance entitled: **"AN ORDINANCE AMENDING SECTION 46-3 BY INCLUDING DEFINITIONS FOR MOBILE FOOD TRUCKS AND MOBILE FOOD VENDING AND AMENDING SECTION 46-118 PERMITTING MOBILE FOOD TRUCKS AND MOBILE FOOD VENDING IN B-1, B-2, B-3 AND M-1 ZONING DISTRICTS AND ADOPTING SECTION 46-146 SETTING FORTH MOBILE FOOD TRUCK AND MOBILE FOOD VENDING REGULATIONS AND ADOPTING ARTICLE XIII TO CHAPTER 12"** and moved that the bill be read two times by title for passage. Kyser seconded the motion, and upon said motion the vote was as follows: Ayes: Kimmons, Davis, Kyser, Jeffrey and Brubaker. Nays: none. The bill having previously been made available for public inspection was read by title two times. Davis moved that the bill be enacted into an ordinance. Kyser seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Kimmons, Davis, Kyser, Jeffrey and Brubaker. Nays: none.

Davis introduced **"A RESOLUTION APPROVING A LEASE AGREEMENT WITH MARINE TOYS FOR TOTS FOUNDATION FOR PROPERTY LOCATED AT 218 W. REED STREET AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE."** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Kimmons and seconded by Davis to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kyser introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER OF THE CITY OF MOBERLY, MISSOURI TO EXECUTE AN ENGAGEMENT LETTER WITH CUNNINGHAM, VOGEL & ROST AS BOND COUNSEL"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Brubaker and seconded by Kyser to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced **"A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$771,058.36."** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Davis and seconded by Kyser to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Monthly reports were received from various departments.

Mayor Jeffrey nominated John E. Davis to be re-appointed to the Moberly, Missouri Public Building Corporation. A motion was made by Kyser and seconded by Davis to re-appoint John E. Davis to the Moberly, Missouri Public Building Corporation. Ayes: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Mayor Jeffrey nominated Dennis Stevenson to be appointed to fill the unexpired term of Robert Edwards (term to expire October 2020) to the Housing Authority Board. A motion was made by Kimmons and seconded by Davis to appoint Dennis Stevenson to the Housing Authority Board to fill the term of

Robert Edwards. Ayes: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser.
Nays: none.

The following liquor applications were submitted for approval:

Robert Bagby, B & B Theatres, Moberly Five and Drive, 300 North Morley Street (liquor by the drink and Sunday sales).

James M. Bratcher, Jr., Bratcher's Fuel, 221 S. Morley Street (package liquor in excess of 5% alcohol and Sunday sales).

James M. Bratcher, Jr., Bratcher's Market, 301 S. Morley Street (package liquor in excess of 5% alcohol, wine and malt beverages, permit to allow tasting on premises and Sunday sales).

Patricia Wamsley, Bud's Place, 604 Concannon Street (liquor by the drink).

Joshuah L. Barr, Fraternal Order of the Eagles 2669, 1408 N. Morley Street (liquor by the drink and Certain Org., Sunday sales).

Patricia Wamsley, Get It-N-Go Express, 601 S. Morley Street (liquor by the drink and Sunday sales).

Michael Lipperd, Lula's Next Door, 112 W. Carpenter Street (liquor by the drink).

Robert Penick, Memory Lanes, 1616 N. Morley Street (liquor by the drink and Sunday sales).

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

Daniel R. Cintron, Pizza Hut, 1311 Highway 24 East (liquor by the drink not in excess of 5% alcohol which includes Sunday sales).

Anna Haney, Shady Tuesdays, 400/402 W. Reed Street (liquor by the drink and Sunday sales).

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

A motion was made by Davis and seconded by Kimmons to move the September 7, 2020 meeting to September 8, 2020 due to Labor Day holiday. Ayes: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

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

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

A work session was held followed by a closed session.

Mayor Jeffrey reopened the meeting.

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

Work Session

The following was discussed at the work session:

Discussion of advertisement of bids for CDBG Demo Grant Phase 1 (23 houses).

Receipt of Bids for Infield Dirt at Rothwell Park and Fox Park.

Review of a Change Order #2 for the Morley St. Sidewalk Project.

Review an Amendment #1 to MoDOT State Block Grant Agreement for Omar N Bradley Airport Runway 13-31.

A request to revise Sec. 40-276 to raise the posted speed limit on Shepherd Brothers Blvd to 30 MPH.

Ordinances authorizing the issuance of \$1,700,000 of City of Moberly, Missouri Downtown Public Facilities Neighborhood Improvement District Limited General Obligation Bonds and Bond Purchase Agreement.

Discussion of new Text Amendment for the Temporary Living Shelters. Ted Sander, 2457 County Road 1330, Moberly, Missouri was present, spoke and answered questions regarding Temporary Living Shelters.

Discussion of Text Amendment changes for Living Quarters in the B-2 District and mixed-use facilities in a B-3 commercial district.

Discussion of new Text Amendments for Cannabis Odor Control.

Discussion regarding project costs for ESP contract including meters, billing software, and antennas.

Mayor and Council introduced and recognized Camryn Crist, Miss Route 66's 2020 Outstanding Teen, who was in attendance.

August 24, 2020
City of Moberly, Missouri Council Minutes

Council met in special session at 4:00 p.m., at Moberly Municipal Building, large conference room, 204 North Clark Street, Moberly, Missouri, with Mayor Jeffrey presiding.

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

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

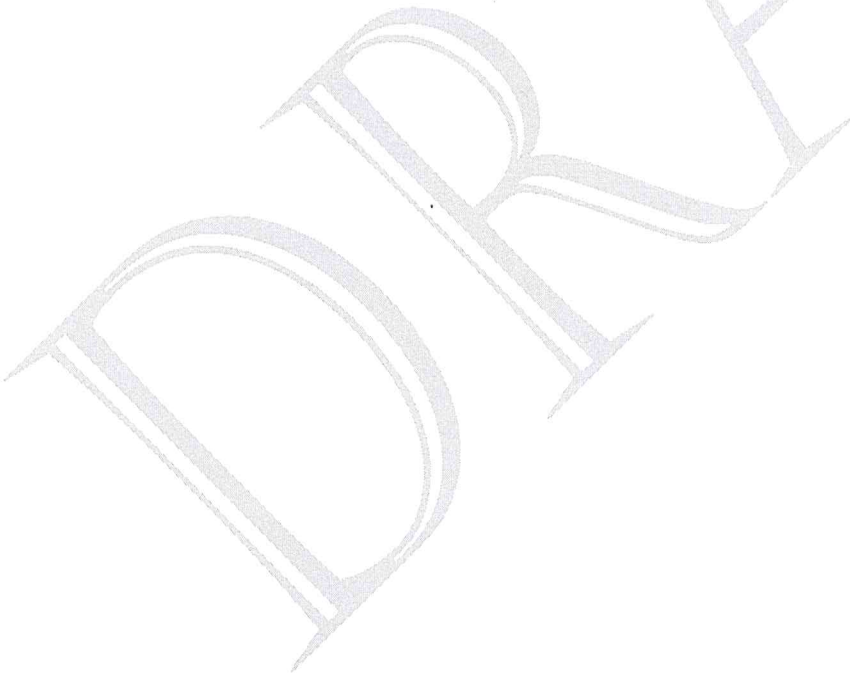
A motion was made by Kimmons and seconded by Davis to approve the agenda. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

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

A closed session was held.

Mayor Jeffrey reopened the meeting.

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



September 8, 2020
City of Moberly, Missouri Council Minutes

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

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

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

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

Mayor and Council recognized and thanked members of the Randolph County Ambulance District for attending.

The following bids were received for Rothwell Park and Fox Park Infield Dirt: **Dura-Edge**, price includes delivery, \$49,700.00; **Advanced Turf Solutions**, \$56,124.31; **Biddle Professional Services**, \$28,050.00. A motion was made by Kimmons and seconded by Davis to accept the bids. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

The following bid was received for the Community Development Block Grant for Moberly Residential Demolition of twenty-three (23) residential structures: **J. T. Holman Construction, LLC**, \$121,700.00. A motion was made by Kyser and seconded by Davis to accept the bid. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kyser introduced a bill for an ordinance entitled: **"AN ORDINANCE APPROVING A BOND PURCHASE AGREEMENT; AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF \$1,700,000 AGGREGATE PRINCIPAL AMOUNT CITY OF MOBERLY, MISSOURI, DOWNTOWN MOBERLY PUBLIC FACILITIES NEIGHBORHOOD IMPROVEMENT DISTRICT LIMITED GENERAL OBLIGATION BONDS, (DOWNTOWN MOBERLY PUBLIC FACILITIES IMPROVEMENTS PROJECT) SERIES 2020; PRESCRIBING THE FORM AND DETAILS OF SAID BONDS AND THE COVENANTS AND AGREEMENTS MADE BY THE CITY TO FACILITATE AND PROTECT THE PAYMENT THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS AND PRESCRIBING OTHER MATTERS RELATING THERETO"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The bill having previously been made available for public inspection was read by title two times. Brubaker moved that the bill be enacted into an ordinance. Kyser seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced a bill for an ordinance entitled: **"AN ORDINANCE OF THE CITY OF MOBERLY, MISSOURI, AUTHORIZING EXECUTION OF AN AMENDMENT TO THE ORIGINAL AGREEMENT FOR FEDERAL BLOCK GRANT FUNDING FOR RUNWAY CONSTRUCTION AT OMAR N. BRADLEY AIRPORT"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Brubaker, Kimmons, Davis, Kyser and Jeffrey. Nays: none. The bill having previously been made available for public inspection was read by title two times. Davis moved that the bill be enacted into an

ordinance. Kimmons seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Brubaker, Kimmons, Davis, Kyser and Jeffrey. Nays: none.

Kimmons introduced a bill for an ordinance entitled: **"AN ORDINANCE ACCEPTING CHANGE ORDER NO. 2 DECREASING THE CONTRACT AMOUNT BY \$6,766.96 TO THE MORLEY STREET SIDEWALK IMPROVEMENT PROJECT"** and moved that the bill be read two times by title for passage. Kyser seconded the motion, and upon said motion the vote was as follows: Ayes: Kimmons, Davis, Kyser, Jeffrey and Brubaker. Nays: none. The bill having previously been made available for public inspection was read by title two times. Davis moved that the bill be enacted into an ordinance. Brubaker seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Kimmons, Davis, Kyser, Jeffrey and Brubaker. Nays: none.

Davis introduced a bill for an ordinance entitled: **"AN ORDINANCE AMENDING SECTION 46-3 AND AMENDING SECTION 46-84 AND AMENDING SECTION 46-118 AND AMENDING SECTION 46-121 AND ADOPTING SECTIONS 46-148, 46-149, 46-150 AND 46-151 RELATED TO DWELLING UNITS IN THE B-2 CENTRAL BUSINESS DISTRICT"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Davis, Kyser, Jeffrey, Brubaker and Kimmons. Nays: none. The bill having previously been made available for public inspection was read by title two times. Brubaker 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: Davis, Kyser, Jeffrey, Brubaker and Kimmons. Nays: none.

Kyser introduced a bill for an ordinance entitled: **"AN ORDINANCE AMENDING SECTION 26-3 BY INCLUDING ADDITIONAL ILLUSTRATIVE EXAMPLES OF NUISANCES AND AMENDING SECTION 46-3 BY INCLUDING A DEFINITION FOR CANNABIS FACILITY AND AMENDING SECTION 46-146 PERTAINING TO MEDICAL MARIJUANA DISPENSARIES AND ADOPTING SECTION 46-147 PERTAINING TO CANNABIS FACILITIES"** and moved that the bill be read two times by title for passage. Davis seconded the motion, and upon said motion the vote was as follows: Ayes: Kyser, Jeffrey, Brubaker, Kimmons and Davis. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Davis seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Kyser, Jeffrey, Brubaker, Kimmons and Davis. Nays: none.

Brubaker introduced a bill for an ordinance entitled: **"AN ORDINANCE AMENDING SECTION 46-3 AND SECTION 46-118 AND ADOPTING SECTION 46-152 PERTAINING TO TEMPORARY LIVING SHELTER FACILITIES"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis, Kyser. Nays: none. Ted Sander, 2457 County Road 1330, Moberly, Missouri was present to answer questions for Council. The bill having previously been made available for public inspection was read by title two times. Kyser moved that the bill be enacted into an ordinance. Davis seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis, Kyser. Nays: none.

Kimmons introduced a bill for an ordinance entitled: **"AN ORDINANCE ESTABLISHING THE SPEED LIMIT FOR SHEPHERD BROTHERS BOULEVARD"** and moved that the bill be read two times by title for passage. Davis seconded the motion, and upon said motion the vote was as follows: Ayes: Brubaker, Kimmons, Davis, Kyser and Jeffrey. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Davis seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Brubaker, Kimmons, Davis, Kyser and Jeffrey. Nays: none.

Davis introduced **"A RESOLUTION ACCEPTING A QUIT CLAIM DEED FROM THOMAS JORDAN AND RAYMA JORDAN FOR REAL ESTATE LOCATED AT 705 GARFIELD"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Kimmons and seconded by Davis to adopt the Resolution as read. Ayes: Jeffrey, Kimmons, Davis and Kyser. Nays: Brubaker.

Kyser introduced **"A RESOLUTION ACCEPTING THE BID AND AUTHORIZING CONTRACTING WITH J. T. HOLMAN GENERAL CONSTRUCTION AND EXCAVATING, LLC FOR DEMOLITION OF 23 RESIDENTIAL STRUCTURES UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM"** and made a motion for it to be read. Brubaker seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Kyser and seconded by Brubaker to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced **"A RESOLUTION ACCEPTING THE BID OF BIDDLE PROFESSIONAL SERVICES FOR INFIELD DIRT MIX"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Brubaker and seconded by Kimmons to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kimmons introduced **"A RESOLUTION AMENDING RESOLUTION R-953 AND APPROVING A LEASE AGREEMENT WITH THE RANDOLPH COUNTY DEMOCRATS FOR PROPERTY LOCATED AT 220 WEST REED STREET AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID LEASE"** and made a motion for it to be read. Davis seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Davis and seconded by Kimmons to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Davis introduced **"A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$489,002.61"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Kyser and seconded by Kimmons to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

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

A work session was held followed by a closed session.

Mayor Jeffrey reopened the meeting.

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

Work Session

The following was discussed at the work session:

Receipt of bids for a new plow and spreader for the F-350, dump body truck.

Conservation Community Assistance Program Agreements.

Discussion of a Cooperative Agreement for 911 Fees and Call Flow Analysis Consulting.

Receipt of bids for 2020 Street Striping project.

An ordinance establishing the annual tax for the imposition of a 9-1-1- tax for the emergency telephone services heretofore imposed by ordinance 6948 passed and adopted on May 2, 1994.

A resolution accepting the bid of First State Community Bank to provide lease-purchase financing for Heritage Hills Golf Course improvements.

Appointment of Council member to Fire Chief Hiring Committee.

August 18, 2020
City of Moberly, Missouri Council Minutes

Council met in special session at 6:00 p.m. at the Randolph County Ambulance District, 1366 Highway 24 East, Moberly, Missouri with Mayor Jeffrey presiding.

All stood and recited the pledge of allegiance.

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

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

Work Session

The following was discussed at the work session: 9-1-1 Dispatch Services; Dispatch Costs based on the 2020-2021 Budget; 9-1-1 and Call Flow Analysis Consulting Services Proposal; A Short History of 9-1-1 in Randolph County/Moberly; Moberly Emergency Telephone Fund for Calendar 6/20/2020 and 7/20/2020; 9-1-1 Calls by agency Dispatched from January 2019 through May 2020; 9-1-1 Calls by Agency Statistics; All Dispatch Call Events by Agency; Ten Year Review of 9-1-1 Fees; 9-1-1 Revenue Breakdown; April 2019 to May 2020 Fees for 9-1-1; 2019-2020 Budget; 2020-2021 Advisory Board Approved Budget; Funding Shortfall Analysis; and Potential Solutions.



City of Moberly City Council Agenda Summary

Agenda Number: #2.
 Department: Public Works
 Date: September 21, 2020

Agenda Item: Receipt of bids for a new plow and spreader for the F-350, dump body truck.

Summary: Please find attached the MoDOT State Contract Bid Number #IFB605CO19001412 with a bid price of \$12,091.98.

These items were budgeted for in the 2020-21 budget.

Recommended

Action: Accept this bid.

Fund Name: Public Works CIP

Account Number: 601.000.5502

Available Budget \$: 13,500.00

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



Knapheide Truck Equipment
6603 Business 50 West
Jefferson City MO 65109
Phone: 573-893-5200
Fax: 573-893-5344
www.jeffcity.knapheide.com

QUOTATION

Quote ID: GH00003124

Page 3 of 3

Table with 5 columns: QTY, PART NUMBER, DESCRIPTION, UNIT PRICE, AMOUNT. Includes a summary row for Total Due(Sales tax not included) at \$12,091.98.

The following options may be added:

Table with 5 columns: QUANTITY, DESCRIPTION, PRICE EACH, AMOUNT, ADD TO QUOTE. Includes a sub-column for Yes / No.

Notes:

**** TO FIT A 2020 FORD F-350 CAB & CHASSIS WITH DUMP BODY****

STATE CONTRACT BID NUMBER #IFB605CO19001412 MEDIUM DUTY VEHICLES

This Quote is subject to the following terms and conditions:

Credit Card Policy

We do not accept credit cards for payment of any order in excess of \$10,000.00. For other orders, we do accept MasterCard, Visa and Discover. We do not accept American Express.

Pricing Policy

- Price Quotation is good on orders received through the expiration date.
Pricing quoted applies to chassis make/model originally provided and quantity quoted. Any change may result in price change.
Orders are subject to all applicable state, local and federal excise taxes. Applicable taxes will be applied on final billing to customer upon completion of order.

Payment Policy

- Payment Terms are due upon receipt of signed quote unless prior credit agreement has been established at the time of order.
Payment terms for customers with an established credit account will be Net 30 from date of invoice.
Knapheide has right to assess late charges at 1.5% per month on all invoices that are 60 days or more past due.

Return Policy

- All sales are final. Purchased parts or products are non returnable.

Cancellation Policy

- Payment is due in full upon cancellation of any orders for non-stocked parts or products (provided part/product has been ordered by Knapheide) and upon cancellation of installation orders, once product installation has begun.

Customer agrees and understands this Quote is an offer to sell subject to the terms and conditions above and any additional terms or modifications are hereby objected to, unless mutually agreed upon in writing by Customer and Knapheide. The undersigned represents and warrants that he/she is duly authorized to sign below on behalf of Customer and thereby accepts offer and Knapheide will begin processing the order.

Customer must fill out the information below before the order can be processed...

Form with three rows: Signature & Print Accepted by, Date, P.O. number.



Knapheide Truck Equipment
 6603 Business 50 West
 Jefferson City MO 65109
 Phone: 573-893-5200
 Fax: 573-893-5344
 www.jeffcity.knapheide.com

QUOTATION

Quote ID: GH00003124
 Page 1 of 3

Customer: CITY OF MOBERLY
 101 WEST REED
 MOBERLY MO 65270

Quote Number: GH00003124
Quote Date: 8/20/2020
Quote valid until: 9/19/2020

Contact:
 Phone: 660-263-4420
 Fax:

Prepared ghamilton
By:
Salesperson: DAN RANABARGAR
PO#:

Enduser:

Make:	Model:	Year:	Single/Dual:
Cab Type:	Wheelbase:	Cab-to-Axle:	VIN:

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1	WS 76974	8.5 PRO PLUS BLADE ASSEMBLY W/QUAD PLOW BLADE CONSTRUCTION The robust 12-gauge powder coated steel moldboard is a full 31½" tall and comes in 8' 6" width. The PRO PLUS® blade features a 65-degree attack angle, and a high carbon steel cutting edge comes standard, reducing wear and extending the life of the blade. STRUCTURAL REINFORCEMENT Eight vertical ribs, a heavy-duty quadrant, and the exclusive WESTERN® POWER BAR provide exceptional torsional strength and rigidity, to eliminate blade twisting even under the most brutal conditions. The high-strength steel base channel provides extra support along the bottom of the plow blade. The 1" diameter pivot bolt secures the plow in place, ensuring proper alignment and reducing stress on the overall plow assembly. TRIP PROTECTION Four heavy-duty coil springs protect your plow and truck by allowing the whole blade to trip when striking obstacles. Dual shock absorbers reduce jarring and soften the blade return when tripping occurs, to extend the life of your truck and plow.	\$6,508.00	\$6,508.00
1	WS 31270	MOUNT KIT FOR FORD S-DUTY	\$0.00	\$0.00
1	WS 75700-3	HYDRAULICS P.PLUS AQ&L	\$0.00	\$0.00
1	WS 72530	HALOGEN HEADLIGHT KIT WITH POWER CABLE AND CONTROL HARNESS	\$0.00	\$0.00
1	WS 74973	HEADLIGHT HARNESS KIT	\$0.00	\$0.00
1	WS 29070-1	3 PORT MODULE - DRL/NON-DRL	\$0.00	\$0.00
1	WS 96500	MULTI-POSITION PLOW HAND HELD CONTROLLER	\$0.00	\$0.00
1	WS 99031-1	8' 2 YARD DUAL ELECTRIC SPREADER FEATURES: DUAL ELECTRIC MOTORS Two instant-start, 12-volt electric motors provide quiet, reliable and independent control over the conveyor and spinner mechanisms.* The spinner motor is sealed inside a weather-resistant housing, protecting it	\$5,389.00	\$5,389.00



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QUOTATION

Quote ID: GH00003124

Page 2 of 3

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT																								
		<p>from corrosion.</p> <p>CONTROLS Dual Electric Motor Control Enhanced dual variable-speed control allows you to precisely match material delivery and spread pattern to conditions.</p> <p>Four standard accessory buttons and a dedicated blast button provide optimum in-cab efficiency.</p> <p>Easy-to-understand, digital self-diagnostics alert the operator when the hopper is empty or when adjustments are needed, and LEDs make the controls easy to read.</p> <p>INNOVATIVE CHUTE DESIGN Reduce material waste with this innovative chute design. Baffles within the chute deliver material to the areas of the spinner that cast it out and away from the truck, instead of back onto your bumper.</p> <p>SHUTTER DEFLECTOR The easy-to-adjust circular shutter deflector allows one-side spreading operation, providing optimal control by keeping materials away from areas they aren't needed, and spreading more evenly where they are.</p> <p>CORROSION-RESISTANT HOPPER Built with low-maintenance, rust resistant stainless steel, the hopper is reinforced with wrap-around welded joints for long-life and protection against stress.</p> <p>MATERIAL DELIVERY One of the widest in the industry, the 15½" pintle chain conveyer delivers reliable, smooth, and consistent material flow to help reduce bridging. The corrosion-resistant stainless steel conveyer housing provides added protection and reliability.</p> <p>SPINNER An extra large 15½" polyurethane spinner delivers a spread pattern of up to 40' and provides long-lasting, corrosion-free performance.</p> <p>ADJUSTABLE FEED GATE An adjustable feed gate controls the amount of material flowing from the hopper to the spinner to regulate material flow.</p> <p>INVERTED V / VIBRATOR A standard inverted V located inside the hopper helps keep sufficient material weight off of the conveyor, ensuring smooth startup and flow of material.</p> <p>An optional vibrator kit is available to help reduce bridging and keep material moving to the conveyor.</p> <p>TOP SCREEN The standard coated steel top screen helps break up large chunks of de-icing material during the loading process to help prevent clogging and bridging during spreader operation.</p> <p>PRODUCT SPECIFICATIONS:</p> <table border="0"> <tr> <td>Body Side Length</td> <td>8'</td> </tr> <tr> <td>Capacity</td> <td>2.0 cu yd</td> </tr> <tr> <td>Hopper Construction</td> <td>16 ga SS</td> </tr> <tr> <td>Hopper Dimensions (LxWxH)</td> <td>96" x 50" x 33 ¼"</td> </tr> <tr> <td>Dimensions Overall (LxWxH)</td> <td>117" x 50" x 51"</td> </tr> <tr> <td>Min. Bed Length</td> <td>74 ½"</td> </tr> <tr> <td>Approx. Weight (Empty)</td> <td></td> </tr> <tr> <td>Dual 12V DC Sealed Motors</td> <td>615 lb</td> </tr> <tr> <td>Conveyor Width</td> <td>15 ½"</td> </tr> <tr> <td>Spinner Size</td> <td>15 ½"</td> </tr> <tr> <td>Spreading Width</td> <td>Up to 40'</td> </tr> <tr> <td>Materials</td> <td>Salt, Sand, Salt/Sand Mix</td> </tr> </table>	Body Side Length	8'	Capacity	2.0 cu yd	Hopper Construction	16 ga SS	Hopper Dimensions (LxWxH)	96" x 50" x 33 ¼"	Dimensions Overall (LxWxH)	117" x 50" x 51"	Min. Bed Length	74 ½"	Approx. Weight (Empty)		Dual 12V DC Sealed Motors	615 lb	Conveyor Width	15 ½"	Spinner Size	15 ½"	Spreading Width	Up to 40'	Materials	Salt, Sand, Salt/Sand Mix		
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Materials	Salt, Sand, Salt/Sand Mix																											

City of Moberly City Council Agenda Summary

Agenda Number: _____ #3.

Department: Public Works

Date: September 21, 2020

Agenda Item: Receipt of bids for 2020 Street Striping project.

Summary: We bid in the newspaper and opened them August 28, 2020. We only had one bid from Remole Coating LLC. Please see attached advertisement and bid.

This item was budgeted for in the 2020-21 budget.

Recommended

Action: Accept this bid.

Fund Name: Public Works CIP

Account Number: 601.000.5502

Available Budget \$: 13,500.00

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

ADVERTISEMENT FOR BIDS

The City of Moberly, Missouri is requesting sealed bids for the **2020 Street Striping Project** including street striping, and cross walks for various Streets within the City of Moberly.

Specifications and bid documents must be obtained from the Director of Public Works office at Moberly City Hall, 101 West Reed Street, Moberly, MO 65270.

Please have your sealed bids marked “**STREET STRIPING**” into the office of the City Clerk by **August 27, 2020 at 10:00 a.m.**

The City reserves the right to reject any or all bids. The City further reserves the right to waive any irregularities in any or all bids and reserves the right to determine which the most responsive, responsible bidder is and to reject or approve the bond. Work can begin immediately following approval, weather permitting.

Submitted by Tom Sanders
Director of Public Works

PUBLISH ONE TIME IN THE: WEDNESDAY, AUGUST 12, 2020 EDITION

Street Striping

CITY OF MOBERLY

"BID OPENING" Sign-In Sheet

Date: 8-28-2020

Name

Shannon Hance

Cara Beal

Company

City of Moberly

City of Moberly

STREET STRIPING BID SHEET

Center Line Yellow Marking

Estimated Quantity:
42,958 Linear Feet

Unit Price \$.48 /plf.

Solid White Street Edge

Estimated Quantity:
15,500 Linear Feet

Unit Price \$.48 /plf.

Solid White Both Street Edges

Estimated Quantity:
6,080 Linear Feet

Unit Price \$.48 /plf.

Crosswalks

Estimated Quantity:
19

Unit Price \$ 150.00 /ea.

Bike Lane Emblems

Quantity:
20

Unit Price \$ 38.00 /ea.

All Stripes Must Be 4" wide

1 Coat of Paint

White and Yellow traffic marking paint shall be methyl methacrylate and conform to ASSHTO M 248, Type F

Company Name: Remole Coatings LLC

Main Contact Name: Tim Remole 573-424-7546

Address: 38932 State Hwy. C

City, State, and Zip Code: Excelsior, Mo. 65247

NOTE: Any Subtractions of Footages on This Page will be accepted and charged accordingly - Tim Remole

** Please Note-All work can begin immediately following approval, weather permitting.

City of Moberly City Council Agenda Summary

Agenda Number: _____ #4.
 Department: Finance
 Date: September 21, 2020

Agenda Item: Bids for lease-purchase financing for Heritage Hills Golf Course improvements.

Summary: Council recently approved overhaul of the two irrigation control systems (\$40,183.65) as they are very near failure. While seeking pricing on new pumps, two of the three existing pumps were found to be failing. Failure of these pumps equates to losing greens and fairways, which will create reduced use of the course and sizable amounts of money to replace it. City staff approved ordering three new pumps (\$19,663.55) so all of the pumping equipment is new and reliable. Additional funds above that required for the irrigation equipment will be used for a mower or UTV to address some of the aging equipment issues, to be determined in consultation with GreatLIFE.

Bids for \$75,000 in a 5-year financing term were solicited in mid-August and replies were received from Central Bank, Commerce Bank, Regional Missouri Bank, and First State Community Bank, a tabulation of which is included here. First State submitted the low bid of 2.39%, and staff recommends accepting this bid. Annual payments will be made in arrears from the operating profits of the golf course.

Recommended Action: Accept the bids.

Fund Name: Heritage Hills Golf Course Fund

Account Number: 114.000.5500, Principal and Interest

Available Budget \$: \$0 currently, will be added to the 2021-2022 operating budget

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

City of Moberly
Heritage Hills Golf Course Equipment Lease-Purchase Financing Bids

Bidder	Bid	Annual Payment	Comments
First State Community Bank	2.39%	\$16,134.01	Bid good through 10/23/2020
Regional Missouri Bank	2.64%	\$16,209.07	Bid good through 10/31/2020
Commerce Bank/Clayton Holdings	3.78%	\$16,743.05	Bid good through 9/21/2020
Central Bank of Moberly	3.79%	\$16,773.27	Disqualified, not submitted as sealed bid per RFP

For replacement of mechanical equipment in two irrigation pumping stations & purchase of two pieces of course maintenance equipment. Term is 5 years.

City of Moberly City Council Agenda Summary

Agenda Number: _____ #5.

Department: Police

Date: September 21, 2020

Agenda Item: An Ordinance Establishing The Annual Tax For The Imposition Of A 9-1-1 Tax For The Emergency Telephone Services Heretofore Imposed By Ordinance No. 6948 Passed And Adopted May 2, 1994.

Summary:

Each year the annual 911 tax for the City of Moberly requires review and renewal. After review of the financial reports, it is recommended the 911 tariff remain at fourteen and one half percent (14.5%).

Recommended

Action: Approve this ordinance

Fund Name:

Account Number:

Available Budget \$:

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

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE ANNUAL TAX FOR THE IMPOSITION OF A 9-1-1 TAX FOR THE EMERGENCY TELEPHONE SERVICES HERETOFORE IMPOSED BY ORDINANCE NO. 6948 PASSED AND ADOPTED MAY 2, 1994.

WHEREAS: RsMO 190.310 (3) requires at least once each calendar year, the City Council establish a tax rate, not to exceed the amount authorized, that together with any surplus revenues carried forward will produce sufficient revenue to fund the expenditures authorized by Section 190.300-190.320 RsMO; and

WHEREAS: the City Council did on May 2, 1994 adopted Ordinance No. 6948 imposing a 9-1-1 tax commencing July 1, 1994 and did further require annual review no later than September 1, to establish a new tax rate; and

WHEREAS: the City did review said tax rate to determine necessary revenues to fund the expenditures for the next year; and

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

SECTION ONE: That the emergency telephone tax rate is reaffirmed in the amount of fourteen and half percent (14.5%) of the tariffed local service rate as defined by RsMO 190.300.

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

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 21st day of September 2020.

Presiding Officer at Meeting

ATTEST:

City Clerk

City of Moberly City Council Agenda Summary

Agenda Number: _____ #6.

Department: Administration

Date: September 21, 2020

Agenda Item: An Ordinance Approving A Cooperative Agreement With Randolph County And Randolph County Ambulance District For 911 Fees And Call Flow Analysis Consulting.

Summary: The City of Moberly is currently exploring options for long-term strategies related to 911 PSAP and dispatching services. After discussing with multiple agencies, it was determined that a shared approach to hiring a consultant to review operations and make recommendations would be beneficial to developing a long-term strategy. This agreement will authorize the city to start the process, with the ambulance district and county being partners. The agreement also identifies the potential cost associated with the study and the potential for grant funds to be used to reduce the cost.

Recommended

Action: Approve this ordinance.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT WITH RANDOLPH COUNTY AND RANDOLPH COUNTY AMBULANCE DISTRICT FOR 911 FEES AND CALL FLOW ANALYSIS CONSULTING.

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

SECTION ONE: Due to shortfalls in funding the Moberly Public Safety Answering Point Emergency Call Center (E911 Call Center) and the need to better understand call flow to the Call Center, the City, Randolph County and the Randolph County Ambulance District desire to cooperate in funding the hiring of a 911 Consultant.

SECTION TWO: SCG Consulting Services has proposed to provide the needed consulting services at a cost of \$10,000.00.

SECTION THREE: Staff has negotiated a Cooperative Agreement with Randolph County and Randolph County Ambulance District to share the cost of the consulting services and a copy of said Agreement is attached hereto.

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

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

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 21st day of September, 2020.

ATTEST:

Presiding Officer at Meeting

City Clerk

COOPERATIVE AGREEMENT FOR 911 FEES & CALL FLOW ANALYSIS CONSULTING

THIS COOPERATIVE AGREEMENT FOR 911 FEES & CALL FLOW ANALYSIS CONSULTING (this “Agreement”) is made and entered into as of this ____ day of _____, 2020 (the “Effective Date”) by and between the CITY OF MOBERLY, MISSOURI, a city of the third class and a Missouri municipal corporation located in Randolph County and having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “City”); and the COUNTY OF RANDOLPH, a Missouri county of the third class having a principal office at 372 HWY JJ, Huntsville, Missouri 65259 (the “County”); and the RANDOLPH COUNTY AMBULANCE DISTRICT, a Missouri political subdivision having a principal office at 1366 East 24 HWY, Moberly, Missouri 65270 (the “District” and together with the City and County, the “Parties”).

RECITALS

A. The Parties mutually acknowledge that since the City authorized the use of a “911” emergency telephone number for citizens that the City has been responsible for all costs associated with operating a 911 Public Safety Answering Point (“PSAP Services”). Cost associated with providing PSAP Services include but are not necessarily limited to installation of trunk lines, telephone equipment and installation charges, updated Enhanced 911 equipment and installation, monthly recurring charges for routing, database and common equipment, 911 software, 911 mapping, 911 training and 24/7 staffing.

B. Since 1980 the City has spent millions of dollars to set up and maintain PSAP Services. Presently, the City has recurring monthly charges to maintain the emergency 911 phone number of approximately \$10,000.00. The Parties further mutually acknowledge that that the City emergency communications and dispatch system operates at a significant deficit and, further, is in need of various technological upgrades and improvements necessary to maintain adequate service.

C. The Parties further mutually acknowledge that due to changes in funding revenue for 911 services and changes in the use of the 911 by the City, County and District it is appropriate to seek consulting services to analysis future 911 fees and call flow.

D. Sections 70.210 through 70.320 of the Revised Statutes of Missouri, as amended, authorize political subdivisions to contract with each other for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service, provided, that the subject and purposes of any such contract or cooperative action are within the scope of powers of such political subdivision and, accordingly, the Parties wish to commit certain funding sources necessary to upgrade and maintain PSAP Services in Randolph County.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and the mutual covenants set forth in this Agreement, the Parties hereby agree as follows:

1. Consulting Services. The City has received a 911 Fees and Call Flow Analysis Consulting Services Proposal from SCG Consulting Services (the “Consultant”), a public safety technology consultant, of Bellevue, Nebraska, a copy of which is attached hereto as Exhibit “1”. The County and District have reviewed said proposal and join with the City in its desire to seek a consultant’s services in planning for the future of the 911 Call Center currently serving Randolph County.

2. Contributions. The proposed cost for the Consultant services is Ten Thousand Dollars (\$10,000.00). The Parties hereto agree to share this cost with the City paying \$3,334.00, the County paying \$3,333.00 and the District paying \$3,333.00. The County and the District shall pay their respective shares to the City upon the execution of this Agreement.

3. Grant Contingency. The Missouri 911 Service Board may have funds available to pay the cost of the Consultant in the form of a grant program. The next grant cycle begins in October of 2020. The Parties mutually agree to make application for grant funding and to take all measures necessary to complete the grant application process.

a. Repayment. If grant funds are awarded for the entire cost of the Consultant, then the Parties shall be repaid their contribution in full. If grant funds are awarded for less than the entire cost of the Consultant, then the Parties shall be repaid on a pro-rata basis in proportion to the Parties contribution.

4. Notices. Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice or other communication shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

If to the City:

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

If to the County:

The County of Randolph County Administration Building
372 HWY JJ
Huntsville, Missouri 65259
Attn: Presiding Commissioner

If to the District:

Randolph County Ambulance District
1336 East HWY 24
Moberly, Missouri 65270
Attn: Director

5. Miscellaneous.

a. Further Assistance. The Parties each agree to take such actions as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent including, but not necessarily limited to, providing the Consultant access such information and assistance needed by the Consultant to conduct the analysis discussed herein.

b. Severability. The provisions of this Agreement shall be deemed severable. If any word, phrase, term, sentence, paragraph, or other portion of this Agreement shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected by such partial invalidity, and each remaining work, phrase, term, sentence, paragraph, covenant, or other portion of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

c. Choice of Law; Venue. This Agreement and its performance shall be deemed to have been fully executed, made by the Parties in, and governed by and construed in accordance with the laws of the State of Missouri applicable to contracts made and to be performed wholly within such state, without regard to choice or conflict of laws provisions. The Parties hereto agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri and waive any objection based upon venue or *forum non conveniens* or otherwise.

d. Entire Agreement; Exceptions; Amendments; No Waiver of Prior Actions. The Parties hereto agree that this Agreement shall constitute the entire agreement among the Parties and no other agreements or representations have been made by the Parties except a certain Cooperative Agreement for Joint Central Dispatch dated March 13, 2019, by and between the County and the City which Agreement is in addition to and separate and apart from this Agreement. This Agreement shall be amended only in writing and effective when signed by the duly authorized agents of the Parties. The failure of any Party to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Agreement to be performed or observed by another Party shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

e. No Waiver of Sovereign Immunity. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's, the County's or the District's sovereign immunity.

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

g. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

h. Approval of Agreement. Each of the Parties represents that the governing body of each Party approved the entry into and the execution of this Agreement in a duly noticed meeting, a quorum being present, by affirmative vote of the governing body in compliance with section 432.070 of the Revised Statutes of Missouri, as amended.

IN WITNESS WHEREOF, the Parties have set their hands and seals as of the day and year first above written.

CITY OF MOBERLY

By: _____
Jerry Jeffrey, Mayor

ATTEST:

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

THE COUNTY OF RANDOLPH

By: _____
John Truesdell, Presiding Commissioner

ATTEST:

Will Ellis, County Clerk

RANDOLPH COUNTY AMBULANCE DISTRICT

By: _____
Clay Joiner, Director

ATTEST:

City of Moberly City Council Agenda Summary

Agenda Number: #7.
 Department: Public Utilities
 Date: September 21, 2020

Agenda Item: An Ordinance Approving And Ratifying Execution Of A Cooperative Agreement Between The City Of Moberly And Gregory K. And Debra A. Wybert And The Marcey L. Berry Trust.

Summary: The Utilities Department has received ongoing complaints regarding runoff from storm water through Lot 20 in Fox Run Subdivision and its impacts on contiguous property owners, as well as concerns regarding erosion downstream. The City has attempted to purchase the lot to no avail in the past. Property owners in the area have continued negotiations with the owner and seem to have reached an agreement. The attached agreement would allow the mechanism to pool resources with the two neighboring property owners to purchase the property, including a permanent easement for sewer and storm water purposes on the lot.

Recommended

Action: Approve this ordinance

Fund Name: Capital Improvement Sales Tax

Account Number: 304.000.5506

Available Budget \$: \$0

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

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND RATIFYING EXECUTION OF A COOPERATIVE AGREEMENT BETWEEN THE CITY OF MOBERLY AND GREGORY K. AND DEBRA A. WYBERT AND THE MARCEY L. BERRY TRUST.

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

SECTION ONE: In order to secure a necessary utility easement city staff negotiated with Gregory K. and Debra A. Wybert (“Wybert”) and the Marcey L. Berry Trust (“Berry”) to jointly purchase Lot 20 of the Fox Run Subdivision to benefit all parties.

SECTION TWO: A copy of the executed Cooperative Agreement is attached hereto whereby Wybert and Berry each shall receive fee simple title to one-half of Lot 20 and the city shall receive a permanent utility easement over and through Lot 20.

SECTION THREE: Due to the sensitive nature of the negotiations to purchase Lot 20 the Moberly City Council had previously authorized the Cooperative Agreement in a closed meeting and authorized the Mayor to execute the Agreement.

SECTION FOUR: The City Council hereby approves the Cooperative Agreement and ratifies the execution of said Agreement by the Mayor.

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

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 21st day of September, 2020.

ATTEST:

Presiding Officer at Meeting

City Clerk

COOPERATIVE PURCHASE AGREEMENT

THIS COOPERATIVE PURCHASE AGREEMENT (this “**Agreement**”), is made and entered into as of this _____ day of _____, 2020 (the “**Effective Date**”), by and among CITY OF MOBERLY, a city of the third class and a Missouri municipal corporation located in Randolph County, Missouri having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**City**”); GREGORY K. AND DEBRA A. WYBERT, husband and wife, having a principal, residence at 712 Fox Run, Moberly, Missouri 65270 (together, the “**Wyberts**”); and the MARCEY L. BERRY TRUST, a Missouri revocable trust having a business address of 800 Fox Run, Moberly 65270 (the “**Trust**” and, together with the Wyberts and the City hereinafter referred to as the “**Parties**”).

RECITALS

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

B. The Parties desire to jointly purchase Lot 20 of Fox Run Subdivision in the City of Moberly, Missouri (hereinafter referred to as the “**Property**”) for the purposes described herein. The Property is owned by the developer of Fox Run Subdivision, L & J Development, Inc., (hereinafter referred to as “**Owner**”).

C. The Parties are each willing to participate financially in the purchase of the Property and thereby to obtain fee title to a portion of the Property subject to the reservation of certain easement rights in the City and further subject to the terms and conditions of this Agreement and the City wishes to enter into this Agreement and to perform and undertake such other obligations as are set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, the Wyberts, and the Trust each hereby covenant and agree as follows:

Section 1. Contributions to Purchase Price. The parties each agree to make the respective financial contributions set forth in the schedule below toward a proposed purchase price for the Property of not to exceed \$24,000 (the “**Purchase Price**”) which Purchase Price is hereby approved, affirmed and ratified by each of the parties to this Agreement:

City.....	\$9,000
Wyberts.....	\$7,000
Trust.....	\$8,000

The foregoing amounts to be contributed to the Purchase Price by the Wyberts, the Trust and the City (each, a “**Contribution**,” and, collectively, the “**Contributions**”) shall be paid by the Parties once a contract for purchase of the Property (the “**Contract**”) is successfully negotiated with the Owner. Once the Contract has been executed by the Owner all parties shall pay their Contribution into a non-interest-bearing escrow account until the Closing (as hereinafter defined), at which time the amounts held in the aforesaid escrow account shall be applied by the agent closing the purchase to the purchase price. The parties to this Agreement further agree and acknowledge that any Party is hereby authorized to make an offer of purchase to the Owner for the Property for an amount not to exceed the Purchase Price (the “**Purchase Offer**”) and upon written notice of acceptance of the Purchase Offer from the Owner, the party who successfully negotiated the Contract shall draw upon the Contributions and advance the entire Purchase Price at or before closing on the purchase and sale of the Property (the “**Closing**”) in accordance with the Purchase Offer. In the event the purchase price is less than \$24,000.00 each parties Contribution shall be decreased accordingly on a pro-rata basis. Other terms of the Closing including, without limitation, place, date and time of Closing; sale contingencies; title insurance; prorations; seller’s warranties; and similar shall be as determined in the discretion of the party who successfully negotiates the purchase agreement and set forth in the Purchase Offer.

In the event the Parties are unsuccessful in negotiating a Contract or closing the Contract with the Owner for the purchase of the Property then any Contributions shall be returned to the Parties in the amounts of their respective Contribution.

Section 2. Transfer of the Property Upon Closing. At closing, as provided in a contract for purchase of the Property with the Owner, the West 58.50 feet of the Property shall be transferred and conveyed in fee simple title to the Wyberts and the East 58.50 feet of the Property shall be transferred and conveyed in fee simple title to the Trust all subject to an **Easement** (the “**Easement**”), described below, in favor of the City. The City shall be solely responsible for any costs associated with compliance with the City’s zoning and subdivision regulations in respect of the aforesaid conveyance. Costs of closing on the conveyance of the portions of the Property as aforesaid to the Wyberts and to the Trust shall be borne solely by the City.

Section 3. The Easement. The Parties agree that the conveyances of the Property described in Section 2, above, shall be subject to deed reservations in favor of the City of an easement over, upon, above and through the entire Property to permit installation, grading, upgrading, and maintenance from time to time of stormwater and sanitary sewerage improvements at such locations as may be determined by the City in its reasonable discretion. In the alternative to or in addition to the deed reservations the City may choose to record a separate Easement document with the Randolph County Recorder of Deeds conveying the Easement described herein and the Wyberts and the Trust agree to execute such Easement at or before Closing.

Section 4. Confidentiality Required. The parties hereby acknowledge and agree that the matters which are the subject of this Agreement are confidential in nature and that public disclosure of such matters would be detrimental to discussions with the Owner leading to the successful negotiation of a Purchase Offer and, accordingly, the parties and each of them hereby covenant to one another and agree that until: (i) the acceptance by the Owner of the Purchase Offer; or (ii) termination by the City of all such negotiations with respect to the Purchase Offer and the purchase of the Property whichever is earlier, no party shall disclose or discuss in public the terms, substance, or existence of this Agreement unless required to do so pursuant to law or as directed by a subpoena, civil investigative demand or similar process or final, non-appealable court order.

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

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

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

If to the Wyberts: Gregory K. and Debra A. Wybert
712 Fox Run
Moberly, Missouri 65270

If to the Trust: Marcey L. Berry Trust
800 Fox Run
Moberly, Missouri 65270
Attention: Michael Berry, Trustee

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

Section 6. Miscellaneous.

(a) In the event either party to this Agreement commences a legal proceeding to enforce any of the terms of this Agreement or any rights under this Agreement, the prevailing

party in such action shall be entitled to recover reasonable attorneys' fees and costs from the other party.

(b) The section and paragraph headings herein are solely for convenience and shall in no way be deemed to affect the meaning or construction of any part hereof. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Missouri without regard to its conflicts of law rules. If any term or provision of this Agreement shall be unlawful, then such term or provision of this Agreement shall be null and void, but the remainder of the Agreement shall remain in full force and effect and be binding on both parties.

(c) The parties hereto each agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri or in federal court of the Eastern District of Missouri and waive any objection based upon venue or *forum non conveniens* or otherwise.

(d) This Agreement shall not be assignable by either party without prior written consent of the other party.

(e) This Agreement constitutes the entire understanding between the parties and may not be amended, supplemented, or modified except by a writing executed by both of the parties hereto.

(f) This Agreement shall be binding upon the parties hereto and their successors and assigns.

(g) Time is of the essence of this Agreement.

(h) This Agreement may be executed in counterparts which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, The City, the Wyberts, the Trust have each caused this Agreement to be executed in their respective names as of the date first above written.

CITY OF MOBERLY
(the "City")

By: _____
Jerry Jeffrey, Mayor

ATTEST:

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

GREGORY K. AND DEBRA A. WYBERT
(the "Wyberts")

Gregory K. Wybert
Gregory K. Wybert

Debra A. Wybert
Debra A. Wybert

ATTEST:

Brian Crane
Printed name: Brian Crane
Title: witness

MARCEY L. BERRY TRUST
(the "Trust")

By: Michael W. Berry
Printed name: Michael W. Berry
Title: trustee

ATTEST:

Aaron Decker
Printed name: Aaron Decker

ACKNOWLEDGEMENTS

STATE OF MISSOURI)
) SS.
COUNTY OF RANDOLPH)

On this ____ day of _____, 2020, before me appeared Jerry Jeffrey, to me personally known, who being by me duly sworn, did say that he is the Mayor of the CITY OF MOBERLY, a city of the third class and Missouri municipal corporation and that the seal affixed to the foregoing instrument is the official seal of said City, and that said instrument was signed

and sealed in behalf of said City by authority of its City Council and said Mayor acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My commission expires:

STATE OF MISSOURI)
) SS.
COUNTY OF RANDOLPH)

On this 26 day of August, 2020 before me appeared GREGORY K. AND DEBRA A. WYBERT, husband and wife, to me personally known, who being by me duly sworn, did say that the foregoing instrument was signed by such persons for the purposes stated therein and said persons acknowledged said instrument to be the free act and deed of said persons.

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

Carla Beal

Notary Public

My commission expires: July 11, 2021



STATE OF MISSOURI)
) SS.
COUNTY OF RANDOLPH)

On this 25 day of August, 2020, before me appeared Michael W. Berry, to me personally known, who being by me duly sworn, did say that he/she is the Trustee of the MARCEY L. BERRY TRUST, a Missouri revocable trust formed pursuant to Missouri law and that said instrument was signed and sealed in behalf of said Trust said Trustee acknowledged said instrument to be the free act and deed of said Trust.

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

Carla Beal

Notary Public

My commission expires: July 11, 2021



City of Moberly City Council Agenda Summary

Agenda Number: _____ #8.

Department: Administration

Date: September 21, 2020

Agenda Item: Ordinance Continuing To Impose A Capital Improvement Sales Tax In The City Of Moberly, Missouri, At The Rate Of One Half Of One Percent On All Retail Sales That Are Subject To Taxation For The Purpose Of Extending, Improving, Operating And Maintaining Its Water And Sewer Systems.

Summary: Attached is the last legislative piece related to the sales tax authorization to continue the imposition of the capital improvement sales tax passed in June. The Ordinance authorizes the continuation of the sales tax until December 31, 2059. Once this ordinance is passed the City Clerk will provide certified copies of it, the December 19, 2019 ordinance calling the election, the July 17, 2020 ordinance declaring the election results and a certification of election results from the June 2, 2020 election to the Department of Revenue.

Recommended

Action: To pass the Ordinance at a the September 21, 2020 council meeting.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO. _____

ORDINANCE NO. _____

ORDINANCE CONTINUING TO IMPOSE A CAPITAL IMPROVEMENT SALES TAX IN THE CITY OF MOBERLY, MISSOURI, AT THE RATE OF ONE HALF OF ONE PERCENT ON ALL RETAIL SALES THAT ARE SUBJECT TO TAXATION FOR THE PURPOSE OF EXTENDING, IMPROVING, OPERATING AND MAINTAINING ITS WATER AND SEWER SYSTEMS.

WHEREAS, the City of Moberly, Missouri (the "City"), is authorized under Section 94.577, RSMo (the "Act"), to impose a sales tax on all retail sales made in the City which are subject to taxation under the provisions of Section 144.010 to 144.525, RSMo, for the purpose of funding capital improvements for the City; and

WHEREAS, pursuant to an Ordinance of the City Council of December 16, 2019 (the "Ordinance"), the City Council ordered an election to be held in the City on April 7, 2020, that was postponed until June 2, 2020 by Executive Order 20-03 of the Governor of the State of Missouri, for the purpose of submitting to the qualified voters of the City the following question:

QUESTION

Shall the City of Moberly, Missouri, be authorized to continue to impose a capital improvement sales tax until December 31, 2059 in an amount of one-half of one percent on all retail sales that are subject to taxation for the purpose of extending, improving, operating and maintaining its water and sewer systems?

and the votes cast at said election were duly canvassed as provided by law, and it was found and declared that a majority of the qualified voters of the City voting at said election on said question voted in favor of the imposition of said sales tax;

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

Section 1. With the approval on June 2, 2020 by a majority of the qualified voters voting thereon of the above-referenced question, the City Council hereby authorizes the continuation of a sales tax at the rate of one-half of one percent for the purpose of extending, improving, operating and maintaining the water and sewer systems of the City.

Section 2. The City Clerk is hereby ordered to forward to the Director of Revenue, by United States registered or certified mail, a certified copy of this Ordinance and the December 19, 2019 Ordinance and certification of the election results cast on the question at the June 2, 2020 election. The sales tax continued by this Ordinance shall remain effective on December 31, 2059, as provided by the Act, by Sections 32.085 and 32.087, RSMo., as amended, and by all other applicable laws, and shall be used for the purposes hereinabove authorized.

PASSED by the City Council this ____ day of September 2020.

(SEAL)

Mayor

ATTEST:

City Clerk

[USE CITY LETTERHEAD]

September ____, 2020

Certified or Registered Mail

Director of Revenue
Department of Revenue
Truman State Office Building
301 West High Street
Jefferson City, Missouri 65101

Ladies and Gentlemen:

In accordance with Sections 32.085 and 32.087, RSMo., you are hereby notified of the adoption of an ordinance by the City Council of the City of Moberly, Missouri, to continue the imposition of its capital improvement sales tax pursuant to Section 94.577, RSMo. approved by the voters of the City. Such ordinance became effective on September __, 2020, subsequent to the approval by a majority of the qualified voters voting thereon of the continuation of the capital improvements sales tax at the rate of one-half of one percent.

Enclosed are certified copies of (1) the Ordinance of the City Council of December 19, 2019 calling the election for the sales tax, (2) the Ordinance of the City Council of July 17, 2020 declaring the election results related to the sales tax, (3) the Ordinance of the City Council on September __, 2020 continuing the imposition of the sales tax, and (4) the certification of election results from the June 2, 2020 election with respect to the sales tax.

We understand that, pursuant to Section 32.087, RSMo, and Section 94.577, RSMo., the sales tax shall continue to be imposed until December 31, 2059.

CITY OF MOBERLY, MISSOURI

By: _____
City Clerk

Enclosures

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Finance
 Date: September 21, 2020

#9.

Agenda Item: A resolution accepting the bid of First State Community Bank to provide lease-purchase financing for Heritage Hills Golf Course improvements.

Summary: Council recently approved overhaul of the two irrigation control systems (\$40,183.65) as they are very near failure. While seeking pricing on new pumps, two of the three existing pumps were found to be failing. Failure of these pumps equates to losing greens and fairways, which will create reduced use of the course and sizable amounts of money to replace it. City staff approved ordering three new pumps (\$19,663.55) so all of the pumping equipment is new and reliable. Additional funds above that required for the irrigation equipment will be used for a mower or UTV to address some of the aging equipment issues, to be determined in consultation with GreatLIFE.

Bids for \$75,000 in a 5-year financing term were solicited in mid-August and replies were received from Central Bank, Commerce Bank, Regional Missouri Bank, and First State Community Bank, a tabulation of which is included here. First State submitted the low bid of 2.39%, and staff recommends accepting this bid. Annual payments will be made in arrears from the operating profits of the golf course.

Recommended Action: Approve this resolution.

Fund Name: Heritage Hills Golf Course Fund

Account Number: 114.000.5500, Principal and Interest

Available Budget \$: \$0 currently, will be added to the 2021-2022 operating budget

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION ACCEPTING THE BID OF FIRST STATE COMMUNITY BANK TO PROVIDE LEASE PURCHASE FINANCING FOR HERITAGE HILLS GOLF COURSE IMPROVEMENTS.

WHEREAS, the City was required to make major repairs and replace irrigation pump stations and controllers and may purchase a piece of maintenance equipment for the Heritage Hills Golf Course; and

WHEREAS, a request for bid proposals for lease financing of the described purchases was issued with four responses being received; and

WHEREAS, the bid of First State Community Bank was determined to be the best bid based upon numerous factors including pricing; and

WHEREAS, the financing proposal of First State Community Bank is attached hereto and incorporated herein which includes an interest rate of 2.39% payable over a five-year payment schedule subject to council approval of the lease financing as part of closing the lease transaction.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts the bid financing proposal of First State Community Bank and authorizes preparation of lease financing documents based upon the bid proposal for presentation to the city council.

RESOLVED this 21st day of September, 2020, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

City of Moberly
Heritage Hills Golf Course Equipment Lease-Purchase Financing Bids

Bidder	Bid	Annual Payment	Comments
First State Community Bank	2.39%	\$16,134.01	Bid good through 10/23/2020
Regional Missouri Bank	2.64%	\$16,209.07	Bid good through 10/31/2020
Commerce Bank/Clayton Holdings	3.78%	\$16,743.05	Bid good through 9/21/2020
Central Bank of Moberly	3.79%	\$16,773.27	Disqualified, not submitted as sealed bid per RFP

For replacement of mechanical equipment in two irrigation pumping stations & purchase of two pieces of course maintenance equipment. Term is 5 years.

City of Moberly City Council Agenda Summary

Agenda Number: _____

#10.

Department: Finance

Date: September 21, 2020

Agenda Item: Ordinance approving a tax-exempt equipment lease-purchase agreement with First State Community Bank.

Summary: Council recently approved overhaul of the two irrigation control systems (\$40,183.65) as they are very near failure. While seeking pricing on new pumps, two of the three existing pumps were found to be failing. Failure of these pumps equates to losing greens and fairways, which will create reduced use of the course and sizable amounts of money to replace it. City staff approved ordering three new pumps (\$19,663.55) so all of the pumping equipment is new and reliable.

Bids for \$75,000 in a 5-year financing term were solicited in mid-August and replies were received from Central Bank, Commerce Bank, Regional Missouri Bank, and First State Community Bank. First State submitted the low bid of 2.39%, and staff recommends entering into a financing agreement with them. Annual payments will be made in arrears from the operating profits of the golf course.

Recommended Action: Adopt the proposed ordinance.

Fund Name: Heritage Hills Golf Course Fund

Account Number: 114.000.5500, Principal and Interest

Available Budget \$: \$0 currently, will be added to the 2021-2022 operating budget

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

BILL NO: _____

ORDINANCE NO: _____

ORDINANCE APPROVING A TAX-EXEMPT EQUIPMENT LEASE PURCHASE AGREEMENT WITH FIRST STATE COMMUNITY BANK

WHEREAS, CITY OF MOBERLY (Lessee), desires to obtain funds to pay the costs of acquiring the Equipment described in the attached Tax-Exempt Equipment Lease Purchase Agreement; and

WHEREAS, in order to facilitate the foregoing and to pay the cost thereof, it is necessary and desirable for Lessee to enter into the Tax-Exempt Equipment Lease Purchase Agreement with First State Community Bank, as Lessor (Lessor), pursuant to which Lessee will lease the Equipment, with an option to purchase, from Lessor, on an annually renewable basis, and commencing on the date Lessor deposits funds equal to the initial principal amount of the Equipment Lease Purchase Agreement into an account held pursuant to the below-mentioned Account Control Agreement, to be used to pay the costs of acquiring and installing the Equipment and to pay related costs; and

WHEREAS, the Equipment is not available for immediate delivery, therefore, it is necessary and desirable for Lessee to also enter into an Account Control Agreement, in substantially the form attached to this Ordinance, pursuant to which the proceeds of the Tax-Exempt Equipment Lease Purchase Agreement will be held by the bank therein-named as Deposit Bank (Deposit Bank), in an account established in Lessee’s name, but subject to Lessor’s security interest and Lessor’s approval of disbursements; and

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

Section 1. Authorization and Approval of the Tax-Exempt Equipment Lease Purchase Agreement. The Tax-Exempt Equipment Lease Purchase Agreement, together with all exhibits thereto, including but not limited to the Account Control Agreement (Lease Documentation) is hereby approved in substantially the form attached to this Ordinance, with such changes therein as are approved by the officer of Lessee hereafter authorized to execute and deliver the Lease Documentation, the execution of the Lease Documentation by such officer being conclusive evidence of such approval, provided that the Lease Documentation shall be consistent with the following terms:

- a) The aggregate principal portion of Rental Payments will not exceed \$75,120.
- b) The interest portion of Rental Payments will be calculated at an annual interest rate not exceeding 2.39%.
- c) Rental Payments will be due in FIVE approximately equal installments, with the first Rental Payment due on the first anniversary of the Commencement Date of the Tax-

Exempt Equipment Lease Purchase Agreement, and succeeding Rental Payments due on the annual anniversary of the Commencement Date (as defined in the Tax-Exempt Equipment Lease Purchase Agreement).

- d) The final scheduled Rental Payment will be due on the FIFTH anniversary of the Commencement Date.

Moneys sufficient to pay all Rental Payments required to be paid under the Tax-Exempt Equipment Lease Purchase Agreement during Lessee’s current fiscal year are hereby appropriated to such payment, and such moneys will be applied in payment of all Rental Payments due and payable during the current fiscal year.

Lessee’s obligation to pay Rental Payments (as defined in the Tax-Exempt Equipment Lease Purchase Agreement) is subject to annual appropriation, will constitute a current expense, and will not in any way be construed to be an indebtedness or liability of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or liability by Lessee, nor will anything contained in the Tax-Exempt Equipment Lease Purchase Agreement constitute a pledge of the general tax revenues, funds or moneys of Lessee, and all provisions of the Tax-Exempt Equipment Lease Purchase Agreement will be construed so as to give effect to such intent.

The below-named officer of Lessee is hereby authorized and directed to execute and deliver the Lease Documentation on behalf of and as the act and deed of Lessee:

Name: Brian Crane

Title: City Manager

Section 2. Further Authority. Lessee will, and the officials and agents of Lessee are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of Lessee with respect to the Lease Documentation and the Equipment. If Lessee acquires any portion of the Equipment prior to the Commencement Date of the Tax-Exempt Equipment Lease Purchase Agreement, it is the intention of the Lessee’s governing body that Lessee will be reimbursed for the cost of such acquisition from the proceeds of the Tax-Exempt Equipment Lease Purchase Agreement upon the Commencement Date.

Section 3. Repeal of Conflicting Ordinances. All prior Ordinances approved by Lessee’s governing body that are in conflict with this Ordinance are hereby repealed to the extent of any conflict.

Section 4. Effective Date. This Ordinance will take effect and be in full force from and after its passage by the City Council of City of Moberly, and approval by the Mayor.

PASSED and APPROVED this 21st day of September, 2020.

Jerry Jeffrey, Mayor

ATTEST:

D.K. Galloway, City Clerk

TAX-EXEMPT EQUIPMENT LEASE PURCHASE AGREEMENT

Dated as of September 21, 2020

#10.

Legal Name of Lessee		Federal Tax I.D. No.	
City of Moberly		43-6002348	
Legal Name of Lessor			
First State Community Bank			
KEY TERMS	Commencement Date	Acquisition Amount	BANK QUALIFICATION
	See Exhibit B	\$75,120.00	
	End of Maximum Lease Term	Rental Payments	
	10/14/25	See Payment Schedule attached as Exhibit B.	
	Fiscal Year Ending Date	Interest Rate	
6/30	2.390%	By checking the box below, Lessee hereby designates this Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended (the "Code"), and represents that the aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and its subordinate entities during the calendar year in which the Commencement Date occurs, is not reasonably expected to exceed \$10,000,000. <input checked="" type="checkbox"/> Bank-Qualification Elected _____ (initialed by Lessee's authorized representative)	

TERMS AND CONDITIONS

1. **Lease and Term.** Subject to the terms of this Agreement, Lessor agrees to provide the Acquisition Amount shown above to acquire and install the Equipment listed on **Exhibit A** hereto (the "Equipment"). Lessor hereby leases, transfers and lets the Equipment to Lessee, and Lessee hereby acquires, rents and leases the Equipment from Lessor, in accordance with the provisions of this Agreement. Lessee's obligation to pay rent under this Agreement commences on the date that funds are advanced to Lessee or the seller or vendor of the Equipment ("Vendor") to pay all or a portion of the cost of the Equipment (the "Commencement Date"), which is also the date that the interest portion of the Rental Payments begins to accrue. The initial term of this Agreement will end on the last day of Lessee's current fiscal year ("Original Term"). This Agreement may be continued, solely at the option of Lessee, for additional one-year renewal terms ("Renewal Term") ending on the last day of each succeeding fiscal year of Lessee, up to the Maximum Lease Term shown above. At the end of the Original Term and at the end of each Renewal Term until the Maximum Lease Term has been completed, Lessee will be deemed to have exercised its option to continue this Agreement for the next Renewal Term unless Lessee has terminated this Agreement pursuant to paragraphs 4 or 23 hereof. The terms and conditions during any Renewal Term will be the same as the terms and conditions during the Original Term, except that the Rental Payments will be as provided in the Payment Schedule attached as **Exhibit B** ("Payment Schedule"), for each such Renewal Term. The Original Term and all Renewal Terms are referred to collectively as the "Lease Term."

2. **Delivery of Equipment; Payment of Acquisition Amount.** Upon Lessee's satisfaction of the conditions stated in paragraph 5 of this Agreement, Lessor will disburse funds equal to the Acquisition Amount to Lessee for deposit in the account established and held pursuant to an Account Control Agreement in substantially the form attached as **Exhibit C**. Title to the Equipment will vest in Lessee, as described in paragraph 11 of this Agreement. Lessee has selected, or will select the Equipment and cause it to be delivered to Lessee at the location specified in **Exhibit A**.

3. **Rental Payments.** Lessee will pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor in the amounts and on the dates set forth on the Payment Schedule, as it may be revised from time to time as provided herein. Rental Payments will be in consideration for Lessee's use of the Equipment during the fiscal year in which such payments are due. Lessee will pay a charge on any Rental Payment not received on or before its due date at a rate equal to 10% per annum or the maximum amount permitted by law, whichever is less, from the due date. As set forth on the Payment Schedule, a portion of each Rental Payment is paid as, and represents payment of, interest. *Except as provided in paragraph 4, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in this Agreement shall be absolute and unconditional in all events, without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Equipment or related equipment, or any accident, condemnation or unforeseen circumstances.*

4. **Continuation of Lease Term; Nonappropriation.** Lessee currently intends, subject to the provisions of this paragraph, to continue the Lease Term and to pay the Rental Payments through the Maximum Lease Term. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Maximum Lease Term can be obtained. The responsible financial officer of Lessee will do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for the Rental Payments in each annual budget submitted for approval in accordance with applicable procedures of Lessee. Notwithstanding the foregoing, the decision to appropriate funds and to extend this Agreement for any Renewal Term is solely within the discretion of Lessee's then current governing body, and Lessee is obligated only to pay such Rental Payments as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. If sufficient funds have not been appropriated or are not otherwise legally available to pay the Rental Payments required to be paid in the next occurring Renewal Term, this Agreement will be deemed to be terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination within 10 days following the end of the Original Term or Renewal Term of Lessee's failure to renew this Agreement, but failure to give such notice will not extend the Lease Term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this paragraph, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment to Lessor at the location or locations specified by Lessor. The obligation of Lessee to pay Rental Payments hereunder will constitute a current expense of Lessee. Lessee's obligation hereunder will not in any way be construed to be an indebtedness of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor will anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of Lessee.

NOTE: TERMS AND CONDITIONS ARE CONTINUED ON PAGES 2 THROUGH 5 OF THIS AGREEMENT, AND IN EXHIBITS A, B, C AND D HERETO, ALL OF WHICH ARE INCLUDED BY REFERENCE AND BECOME PART HEREOF. BY SIGNING BELOW, EACH PARTY AGREES TO ALL TERMS AND CONDITIONS OF THE AGREEMENT.

LESSEE SIGNATURE	Lessee: City of Moberly
	By: _____
	Printed Name: <u>Brian Crane</u>
	Title: <u>City Manager</u>
Notice Address:	101 West Reed Street Moberly, MO 65270

LESSOR SIGNATURE	Lessor: First State Community Bank
	By: _____
	Printed Name: <u>Curtis M. Gilliam</u>
	Title: <u>Vice President</u>
Notice Address:	201 E. Columbia Farmington, MO 63640

5. Conditions to Lessor's Performance. The performance by Lessor of any of its obligations under this Agreement is conditioned upon Lessee's delivery to Lessor of the following within 30 days of the effective date of this Agreement:

- (a) A copy of a fully executed Account Control Agreement, in substantially the form attached as **Exhibit C**;
- (b) A certified copy of a resolution of Lessee's governing body, substantially in the form attached hereto as **Exhibit D**, authorizing the execution and delivery of this Agreement and the Account Control Agreement, and performance by Lessee of its obligations under this Agreement and the Account Control Agreement;
- (c) Evidence of insurance as required by paragraph 14 hereof;
- (d) A fully completed and executed IRS Form 8038-G or 8038-GC, as applicable, with respect to this Agreement, to be filed by Lessor with the IRS; and
- (e) Such other items reasonably required by Lessor.

6. Lessee's Representations, Warranties and Covenants. Lessee represents, warrants and covenants for Lessor's benefit:

- (a) Lessee is a political subdivision duly organized and existing under the constitution and laws of the State of Missouri, and Lessee will do or cause to be done all things to preserve and keep in full force and effect its existence as a body corporate and politic;
- (b) Lessee has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof;
- (c) This Agreement constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally;
- (d) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the Commencement Date;
- (e) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term, and such funds have not been expended for other purposes;
- (f) Lessee has complied with public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment;
- (g) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best Lessee's knowledge is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement;
- (h) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained;
- (i) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest of other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided;
- (j) Each item of the Equipment is essential to Lessee's governmental function or to the service it provides to its citizens;
- (k) Lessee has an immediate need for, and expects to make immediate use of, substantially all of the Equipment, which need is not temporary or expected to diminish in the foreseeable future;

- (l) The Equipment will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of Lessee's authority;
- (m) Neither the payment of the Rental Payments hereunder nor any portion thereof is (1) secured by any interest in property used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code) or in payments in respect of such property or (2) derived from payments in respect of property, or borrowed money, used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code);
- (n) None of the Equipment will be used directly or indirectly in any trade or business carried on by any non-exempt person (within the meaning of Section 103 of the Code);
- (o) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest portions of Rental Payments from gross income for purposes of federal income taxation;
- (p) Lessee will use the proceeds of this Agreement as soon as practicable and with all reasonable dispatch for the purpose for which this Agreement has been entered into;
- (q) No part of the proceeds of this Agreement will be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of this Agreement, would have caused any portion of this Agreement to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department;
- (r) If, on the first page of this Agreement, Lessee has designated this Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code, Lessee and its subordinate entities will not issue tax-exempt obligations, including this Agreement, in an aggregate amount exceeding \$10,000,000 during the calendar year in which the Commencement Date occurs; and
- (s) Lessee will take such other actions as may be necessary to comply with the Code and with other applicable future law, in order to ensure that the interest portion of the Rental Payments will remain excluded from federal gross income, to the extent any such actions can be taken by Lessee.

7. Enjoyment of Equipment. Lessor will provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee will peaceably and quietly have and hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

8. Right of Inspection. Lessor will have the right at all reasonable times during regular business hours to enter into and upon Lessee's property for the purpose of inspecting the Equipment.

9. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee will obtain all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of the Equipment) with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided, however, that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the Lessor's opinion, adversely affect the Lessor's interest in and to the Equipment or its interest or rights under this Agreement.

10. Maintenance and Location of Equipment. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition. Lessor will have no responsibility to maintain, or repair or to make improvements or additions to the Equipment. If requested to do so by Lessor, Lessee will enter into a maintenance contract for the Equipment with Vendor. The location of the primary use, or garaging, of the Equipment will be as set forth on **Exhibit A**, or at such other location within

Lessee's boundaries. Lessee will provide prompt written notice to Lessor of the new primary use, or garaging, location.

11. Title to the Equipment. Title to the Equipment is deemed to vest in Lessor on the Commencement Date upon payment of the Acquisition Amount to the vendor, and immediately and automatically (without any further action by Lessor or Lessee) title to the Equipment and any and all additions, repairs, replacements or modifications will vest in Lessee, subject to Lessor's rights under this Agreement. Title will, immediately and without any action by Lessee, vest in Lessor, and Lessee will immediately surrender possession of the Equipment to Lessor, upon (a) any termination of this Agreement other than termination pursuant to paragraph 23 hereof or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this paragraph will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee will, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Lessee, irrevocably designates, makes, constitutes and appoints Lessor and its assignee as Lessee's true and lawful attorney (and agent in-fact) with power, at such time of termination or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's or such assignee's name, to endorse Lessee's name upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

12. Retention of Security Interest. To secure the payment of all of Lessee's obligations under this Agreement and to the extent permitted by law, Lessor retains a security interest constituting a first lien on the Equipment and on all additions, attachments and accretions thereto and substitutions therefor and proceeds therefrom. Lessee agrees to execute such additional documents in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest. Lessee agrees that financing statements may be filed with respect to the security interest granted herein. Lessee will, at Lessee's expense, file an application for and obtain the first certificate of title for each of the vehicles leased hereunder, designating Lessee as owner and Lessor as first lienholder, and a certificate of registration issued in Lessee's name. Lessee will, at Lessee's expense, take such action as shall be necessary from time to time to avoid suspension or revocation of any certificates of title and to renew and maintain all certificates of registration. If Lessee is required to obtain any new certificate of title or of registration, Lessee will, at Lessee's expense and with written notice to Lessor of such action, obtain such new certificate of title or of registration in the form described above. Immediately upon receipt, Lessee will deliver the original certificate of title to Lessor and will notify the Lessor of the license plate number of each vehicle constituting Equipment leased hereunder. Lessee will provide Lessor with all license, registration and vehicle identification numbers relating to each vehicle and will arrange for the registration and titling of all such vehicles. Lessee will notify Lessor of any changes to the certificate of registration or license plate within 10 days of such change. Lessee will comply with all present and future laws, regulations, and orders relating to the Equipment leased hereunder.

13. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee will keep the Equipment free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all property taxes. If the use, possession or acquisition of the Equipment is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee will pay all charges incurred in the use and maintenance of the Equipment. Lessee will pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee will be obligated to pay only such installments that accrue during the Lease Term.

14. Insurance. At its own expense, Lessee will maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in Missouri and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by

the laws of Missouri; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). All insurance proceeds from casualty losses will be payable as hereinafter provided. Lessee will furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance will be with insurers that are acceptable to Lessor, will name Lessee and Lessor as insureds and will contain a provision to the effect that such insurance will not be cancelled or modified materially without first giving written notice thereof to Lessor at least ten days in advance of such cancellation or modification. All such casualty insurance will contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

15. Advances. In the event Lessee fails to maintain the insurance required by this Agreement or fails to keep the Equipment in good repair and operating condition, Lessor may (but will be under no obligation to) purchase the required policies of insurance and pay the premiums on the same and make such repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Lessor will become additional rent for the then current Original Term or Renewal Term. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 10% per annum or the maximum permitted by law, whichever is less. In accordance with Section 427.120 of the Revised Statutes of Missouri, unless Lessee provides evidence of the insurance coverage required by this Agreement, Lessor may purchase insurance at Lessee's expense to protect Lessor's interests hereunder. This insurance may, but need not, protect Lessee's interests. The coverage that Lessor may purchase may not pay any claim that Lessee may make or any claim that may be made against Lessee in connection with the Equipment. Lessee may later cancel any insurance purchased by Lessor, but only after providing evidence that Lessee has obtained insurance as required by this Agreement. If Lessor purchases insurance for the Equipment, Lessee will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges Lessor may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance will be added as additional rent. The costs of the insurance may be more than the cost of insurance Lessee may be able to obtain on its own.

16. Financial Information. Lessee will annually provide Lessor with current financial statements, budgets, proofs of appropriation for the ensuing fiscal year and such other financial information relating to Lessee's ability to continue this Agreement as may be requested by Lessor.

17. Release and Indemnification. To the extent permitted by law, Lessee will indemnify, protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Agreement, (b) the ownership of any item of the Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph will continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

18. Risk of Loss. Lessee assumes, from and including the Commencement Date, all risk of loss of or damage to the Equipment from any cause whatsoever. No such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof will relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Agreement.

19. Damage, Destruction and Condemnation. If (a) any of the Equipment is damaged or destroyed, or (b) title to, or the temporary use of, the Equipment or any part thereof or the interest of Lessee or Lessor in the Equipment or any part thereof will be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the

prompt replacement or repair of the Equipment, unless Lessee has exercised its option to purchase all the Equipment pursuant to paragraph 23 hereof. Any balance of the Net Proceeds remaining after such repair or replacement has been completed will be paid to Lessee.

20. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any replacement or repair referred to in paragraph 19 hereof, Lessee will either (a) complete such replacement or repair and pay any costs thereof in excess of the amount of the Net Proceeds, (b) purchase Lessor's interest in all the Equipment pursuant to paragraph 23 hereof or (c) with Lessor's consent, pay the Net Proceeds to Lessor to be applied as a prepayment in accordance with paragraph 3 hereof. If Lessee will make any payments pursuant to this paragraph, Lessee will not be entitled to any reimbursement therefor from Lessor nor will Lessee be entitled to any diminution of the amounts payable under this Agreement, except as a result of a partial prepayment.

21. Disclaimer of Warranties. *LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE EQUIPMENT OR AGAINST INFRINGEMENT, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OR MAINTENANCE OF ANY EQUIPMENT OR SERVICES PROVIDED FOR IN THIS AGREEMENT.*

22. Vendor's Warranties. Lessee may have rights under the contract evidencing the purchase of the Equipment; Lessee is advised to contact the Vendor for a description of any such rights. Lessor hereby assigns to Lessee during the Lease Term all warranties running from Vendor to Lessor. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee will not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendor. Lessee's sole remedy for the breach of any such warranty, indemnification or representation will be against the Vendor, and not against Lessor. Any such matter will not have any effect whatsoever on Lessor's rights and obligations with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties by the Vendor.

23. Purchase Option; Partial Prepayments. (a) Lessee will have the option to purchase the Equipment (all, not part), upon giving written notice to Lessor at least 30 days before the date of purchase, on any date, upon payment in full of the Rental Payments then due hereunder plus the accrued interest portion of Rental Payments to the purchase date plus any other amounts then due hereunder plus (i) the Purchase Price designated on the Payment Schedule for such purchase date if such purchase date is a Rental Payment Date or the Purchase Price for the immediately preceding Rental Payment Date if such purchase date is not a Rental Payment Date, and (ii) if such day is not a Rental Payment Date, an amount equal to the portion of the interest portion of the Rental Payment scheduled to come due on the following Rental Payment Date accrued from the immediately preceding Rental Payment Date to such purchase date, computed on the basis of actual days elapsed over a 360-day year. Upon the exercise of the option to purchase set forth above, title to the Equipment will be vested in Lessee, free and clear of any claim by or through Lessor. Lessee and Lessor hereby agree and determine that the Rental Payments hereunder during the Original Term and each Renewal Term represent the fair value of the use of the Equipment and that the amount required to exercise Lessee's option to purchase the Equipment pursuant to this paragraph represents, as of the end of the Original Term or any Renewal Term, the fair purchase price of the Equipment. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew this Agreement or to exercise its option to purchase the Equipment hereunder. In making such determinations, Lessee and Lessor have given consideration to (i) the costs of the Equipment, (ii) the uses and purposes for which the Equipment will be employed by Lessee, (iii) the benefit to Lessee by reason of the acquisition and installation of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Agreement, and (iv) Lessee's option to purchase the Equipment. Lessee hereby determines and declares that the acquisition and

installation of the Equipment and the leasing of the Equipment pursuant to this Agreement will result in equipment of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Equipment were performed by Lessee other than pursuant to this Agreement. Lessee hereby determines and declares that the Maximum Lease Term does not exceed the useful life of the Equipment.

(b) Rental Payments may be prepaid on any date, upon giving written notice to Lessor at least 30 days before the date of prepayment. Amounts received will be applied first to the interest portion of Rental Payments due hereunder, and then to reduce the principal portion of Rental Payments, applied in inverse order of payments due.

24. Assignment by Lessor. Lessor's interest in, to and under this Agreement and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor without the necessity of obtaining Lessee's consent; provided that any assignment will not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee. Lessee will retain all such notices as a register of all assignees and will make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Equipment and in this Agreement and agrees to the filing of financing statements with respect to the Equipment and this Agreement. Lessee will not have the right to and will not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor.

25. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and in the Equipment may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest portions of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment will be subject to this Agreement and the rights of Lessor in, to and under this Agreement and the Equipment.

26. Events of Default Defined. Subject to the provisions of paragraph 4 hereof, any of the following will be "Events of Default" under this Agreement:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in paragraph (a) above, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor will agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance will prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any provision of this Agreement will at any time for any reason cease to be valid and binding on Lessee, or will be declared to be null and void, or the validity or enforceability thereof will be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee will deny that it has any further liability or obligation under this Agreement;

(e) Lessee will (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of Lessee's assets, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any

answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree will be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of Lessee's assets, in each case without its application, approval or consent, and such order, judgment or decree will continue unstayed and in effect for any period of 30 consecutive days.

27. Remedies on Default. Whenever any Event of Default exists, Lessor will have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps: (a) by written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due; (b) with or without terminating this Agreement, Lessor may enter the premises where the Equipment is located and retake possession of the Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at a place specified by Lessor, and sell or lease the Equipment or, for Lessee's account, sublease the Equipment, holding Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees); and (c) Lessor may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Agreement and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

28. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy will be cumulative and will be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it hereunder, it will not be necessary to give any notice, other than such notice as may specifically be required in this Agreement.

29. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events: (a) the expiration of the Original Term or any Renewal Term of this Agreement and the nonrenewal of this Agreement in the event of nonappropriation of funds pursuant to paragraph 4 hereof; (b) the exercise by Lessee of the option to purchase the Equipment granted under paragraph 23 hereof and payment of the Purchase Price and all amounts payable

in connection therewith; (c) a default by Lessee and Lessor's election to terminate this Agreement under paragraph 27 hereof; or (d) the payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder during the Maximum Lease Term.

30. Notices. All notices, certificates or other communications hereunder will be sufficiently given and will be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto will designate in writing to the other for notices to such party), to any assignee at its address as it appears on the register maintained by Lessee.

31. Binding Effect. This Agreement will inure to the benefit of and will be binding upon Lessor and Lessee and their respective successors and assigns.

32. Severability. In the event any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

33. No Other Agreements. ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE, REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT LESSEE AND LESSOR FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS REACHED COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN LESSEE AND LESSOR, EXCEPT AS LATER AGREED IN WRITING.

34. Amendments. This Agreement may be amended, changed or modified in any manner only by written agreement of Lessor and Lessee. Any waiver of any provision of this Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

35. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

36. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

37. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of Missouri.

38. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

39. Effective Date. This Agreement will be effective as of the date first written above.

CERTIFICATION OF CLERK OR SECRETARY OF LESSEE

I, the undersigned, being the duly appointed or elected clerk or secretary of Lessee, do hereby certify that the officer of Lessee who executed the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized by to execute the foregoing Agreement on behalf of Lessee.

DATED: _____.

By: _____
Printed Name: D. K. Galloway
Title: City Clerk

Legal Name of Lessee	Federal Tax I.D.	#10.
City of Moberly	43-6002348	
Legal Name of Lessor		
First State Community Bank		

EXHIBIT A TO TAX-EXEMPT EQUIPMENT LEASE PURCHASE AGREEMENT

Dated as of September 21, 2020

SCHEDULE OF EQUIPMENT

The Equipment leased pursuant to this Agreement includes each vehicle listed below, and all additions, attachments and accessions thereto and substitutions therefor and proceeds therefrom:

Equipment Description (make, model, etc.)	Serial Number/VIN	Location of Primary Use/Garaging	Vendor Name & Address
2020 Dakota 410 Turf Tender	See Payment Request		See Payment Request
Pumphouse Overhaul with Controllers	See Payment Request		See Payment Request
Pumps	See Payment Request		See Payment Request
Butterfly valves and piping	See Payment Request		See Payment Request

_____ (initialed by Lessee's authorized representative)

Legal Name of Lessee	Federal Tax I.D.	#10.
City of Moberly	43-6002348	
Legal Name of Lessor		
First State Community Bank		

EXHIBIT B TO TAX-EXEMPT EQUIPMENT LEASE PURCHASE AGREEMENT

Dated as of September 21, 2020

PAYMENT SCHEDULE

(To be updated by Lessor as of the Commencement Date)

Commencement Date: October 14, 2020 *(The Commencement Date is the date on which (a) funds in an amount equal to the Acquisition Amount are either advanced to the Vendor of the Equipment or deposited in the account established and held pursuant to an Account Control Agreement (referenced in the Agreement), and (b) Lessee's obligation to pay Rental Payments commences.)*

Acquisition Amount: \$75,120.00

Interest Rate: The Interest Rate used to calculate Interest Portions of Rental Payments is 2.390% (based upon an actual/360 day-count), subject to increase upon a Determination of Taxability, as described in the following paragraph:

Increased Interest Rate Upon Determination of Taxability: Notwithstanding anything in the Agreement to the contrary, Lessee agrees that, upon a Determination of Taxability, Rental Payments shall be adjusted to reflect that the Interest Rate used to calculate Interest Portions of Rental Payments will be increased by 100 basis points retroactive to the date that, according to the Determination of Taxability, the Interest Portions of Rental Payments are no longer excludable from gross income for federal income tax purposes. Lessee agrees to promptly acknowledge an amended Payment Schedule. *"Determination of Taxability"* means (a) a determination by the commissioner or any district director of the Internal Revenue Service, (b) a determination by any court of competent jurisdiction, or (c) receipt by Lessee or Lessor of an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor that the Interest Portions of the Rental Payments is includible in gross income for federal income tax purposes of Lessor; provided, however, that no such Determination of Taxability under clause (a) or (b) shall be deemed to have occurred if Lessee has been afforded the opportunity to contest such determination, has elected to contest such determination in good faith and is proceeding with all reasonable dispatch to prosecute such contest until the earlier of (i) a final determination from which no appeal may be taken with respect to such determination or (ii) abandonment of such appeal by Lessee.

Payment Dates and Amounts: Rental Payments are due, subject to paragraph 4 of the Agreement, on the dates and in the amounts shown on the attached "Amortization Schedule." The term "Purchase Price" (as used in the Agreement), for an applicable Payment Date, refers to the Remaining Balance shown on the Amortization Schedule, after applying the Rental Payment due on the corresponding Payment Date.

Lessee's Billing Address:
City of Moberly
101 West Reed Street Moberly, MO 65270
Attn: City Manager

Lessor's Payment Address:
First State Community Bank
201 E. Columbia Farmington, MO 63640
Attn: Government Lending Department

The undersigned acknowledge the above provisions and the attached Amortization Schedule *(which has been initialed by Lessee's representative):*

LESSEE SIGNATURE	Lessee: City of Moberly
	By: _____
	Printed Name: <u>Brian Crane</u>
	Title: <u>City Manager</u>

LESSOR SIGNATURE	Lessor: First State Community Bank
	By: _____
	Printed Name: <u>Curtis M. Gilliam</u>
	Title: <u>Vice President</u>

AMORTIZATION SCHEDULE

#10.

Principal \$75,120.00	Loan Date 10-14-2020	Maturity 10-14-2025	Loan No	Call / Coll	Account	Officer	Initials
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: City of Moberly

Lender: First State Community Bank
Moberly Branch
100 South 4th St
Moberly, MO 65270

Disbursement Date: October 14, 2020
Interest Rate: 2.390

Repayment Schedule: Installment
Calculation Method: 365/360 U.S. Rule

Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
1	10-14-2021	16,134.01	1,820.30	14,313.71	60,806.29
2	10-14-2022	16,134.01	1,473.45	14,660.56	46,145.73
3	10-14-2023	16,134.01	1,118.20	15,015.81	31,129.92
4	10-14-2024	16,134.01	756.41	15,377.60	15,752.32
5	10-14-2025	16,134.01	381.69	15,752.32	0.00
TOTALS:		80,670.05	5,550.05	75,120.00	

NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

LaserPro, Ver. 20.1.25.001 Copr. Finestra USA Corporation 1997, 2020. All Rights Reserved. - MO PR-9

Initials _____

Legal Name of Lessee	Federal Tax I.D.
City of Moberly	43-6002348
Legal Name of Lessor	
First State Community Bank	

EXHIBIT C TO TAX-EXEMPT EQUIPMENT LEASE PURCHASE AGREEMENT
Dated as of September 21, 2020

ACCOUNT CONTROL AGREEMENT

Legal Name of Deposit Bank	Deposit Bank's ABA Number	
First State Community Bank	081918425	
Account Name		
Acquisition Account for Equipment Lease Purchase Agreement		
Commencement Date	Account No.	Amount of Initial Deposit
October 14, 2020		\$75,120.00

TERMS AND CONDITIONS

1. Incorporation into the Agreement. This Account Control Agreement is among the Lessee and the Lessor and Deposit Bank identified above, and relates to and is made a part of the Tax-Exempt Equipment Lease Purchase Agreement (the "Agreement") dated as of the Commencement Date shown above between Lessor and Lessee. *Except as otherwise defined herein, all terms defined in the Agreement will have the same meaning for the purposes of this Account Control Agreement as in the Agreement.*

2. Establishment and Maintenance of Account. Deposit Bank has agreed to establish and maintain for Lessee, the Acquisition Account identified above.

3. Security Interest. As collateral security for the obligations and liabilities of Lessee under the Agreement, Lessee has and hereby does grant to Lessor, a present and continuing security interest in the following, or proceeds thereof: (a) the Acquisition Account, and (b) all contract rights, claims and privileges in respect of the Acquisition Account, and all proceeds of the foregoing, and Deposit Bank acknowledges that this Account Control Agreement constitutes notice of Lessor's security interest in such collateral and does hereby consent thereto.

4. Control of Account. In order to give Lessor control over the Acquisition Account, as control is defined in the Uniform Commercial Code, Lessee and Deposit Bank agree that no withdrawals may be made from the Acquisition Account, without written approval by Lessor. Deposit Bank agrees to comply with any and all instructions (the "Instructions") from time to time originated by Lessor directing disposition of funds in the Acquisition Account, without further consent by Lessee. Deposit Bank further agrees that it will institute procedures to prevent Lessee from making withdrawals from the Acquisition Account, without approval of Lessor. The parties hereto agree that (i) the Instructions may include, without limitation, the giving of stop payment orders and may further include instructions to transfer funds to or for Lessor's benefit and (ii) Deposit Bank shall have no duty to inquire or determine whether Lessor is entitled, under the Agreement, to give any Instructions. Lessee hereby agrees that Deposit Bank shall be entitled to rely on any Instructions, as set forth herein, even if (i) the Instructions are contrary to any instructions or demands that Lessee may deliver to Deposit Bank and/or (ii) a result of such Instructions is the dishonoring by Deposit Bank of items which may be presented for payment.

5. In accordance with the Agreement, Lessor will deposit in the Acquisition Account the Amount of Initial Deposit specified above. Moneys

held by Deposit Bank hereunder will be held in accordance with the Arbitrage Instructions attached as Schedule 1 to this Account Control Agreement, in an FDIC-insured account, fully collateralized as required by Missouri law for deposits of public funds. All interest and gain earned on deposits in the account will be deposited in the Acquisition Account.

6. Moneys in the Acquisition Account will be used to pay for the cost of acquisition of the Equipment listed in the Agreement. Such payment will be made from the Acquisition Account upon presentation to Deposit Bank of one or more properly executed Payment Request, a form of which is attached to this Account Control Agreement as **Schedule 2**, executed by Lessee, and consented to by Lessor, together with an invoice for the cost of the acquisition of said Equipment. In making any disbursement pursuant to this paragraph 6, Deposit Bank may conclusively rely as to the completeness and accuracy of all statements in such Payment Request and Acceptance Certificate, and Deposit Bank will not be required to make any inquiry, inspection or investigation in connection therewith. The submission of each Payment Request and Acceptance Certificate will constitute unto Deposit Bank and Lessor an irrevocable determination by Lessee that all conditions precedent to the payment of the amounts set forth therein have been completed.

7. The Acquisition Account will terminate upon the occurrence of the earlier of (a) the presentation a Payment Request and Acceptance Certificate, properly executed by Lessee, certifying that all of the Equipment has been accepted, or (b) the presentation of written notification by Lessor that the Agreement has been terminated pursuant to paragraph 4 or paragraph 26 of the Agreement. Upon termination as described in clause (a) of the previous sentence, any amount remaining in the Acquisition Account will be, *first*, applied to pay all reasonable fees and expenses incurred by Deposit Bank in connection with this Account Control Agreement, as evidenced by its statement forwarded to Lessor and Lessee, and, *second*, paid to Lessor, for application against the outstanding principal portion of Rental Payments under the Agreement, as provided therein, unless Lessor consents that payment of such amount be made in such other manner requested by Lessee, so long as Lessee delivers to Lessor an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor, that such alternative disposition will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is used to prepay principal, the Rental Payment Schedule attached to the Agreement

will be revised accordingly as specified by Lessor. Upon termination as described in clause (b) of the first sentence of this paragraph, any amount remaining in the Acquisition Account will immediately be paid to Lessor.

8. Deposit Bank may at any time resign by giving at least 30 days' written notice to Lessee and Lessor, but such resignation will not take effect until the appointment of a successor Deposit Bank. The substitution of another Deposit Bank or trust company to act as Deposit Bank under this Account Control Agreement may occur by written agreement of Lessor and Lessee. In addition, Deposit Bank may be removed at any time, with or without cause, by an instrument in writing executed by Lessor and Lessee. In the event of any resignation or removal of Deposit Bank, a successor Deposit Bank will be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Deposit Bank will indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Deposit Bank. Thereupon such successor Deposit Bank will, without any further act or deed, be fully vested with all the powers, rights, duties and obligations of Deposit Bank under this Account Control Agreement and the predecessor Deposit Bank will deliver all moneys and securities held by it under this Account Control Agreement to such successor Deposit Bank whereupon the duties and obligations of the predecessor Deposit Bank will cease and terminate. If a successor Deposit Bank has not been so appointed with 90 days of such resignation or removal, Deposit Bank may petition a court of competent jurisdiction to have a successor Deposit Bank appointed.

9. Any corporation or association into which Deposit Bank may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, will be and become successor Deposit Bank hereunder and will be vested with all the powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

10. Deposit Bank incurs no responsibility to make any disbursements pursuant to this Account Control Agreement, except from funds held in the Acquisition Account. Deposit Bank makes no representations or warranties as to the title to any Equipment listed in the Agreement or as to the performance of any obligations of Lessor or Lessee.

11. Deposit Bank may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. Deposit Bank will not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of this Account Control Agreement other than its own execution thereof or any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder will be limited to those specifically provided herein.

12. Unless Deposit Bank is guilty of negligence or willful misconduct with regard to its duties hereunder, Lessee, to the extent permitted by law,

and Lessor jointly and severally hereby agree to indemnify Deposit Bank and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Deposit Bank under this Account Control Agreement; and in connection therewith, to indemnify Deposit Bank against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

13. The aggregate amount of the costs, fees, and expenses of Deposit Bank in connection with the creation of the account described in and created by this Account Control Agreement and in carrying out any of the duties, terms or provisions of this Account Control Agreement is a one-time fee in the amount of \$-0-, to be paid by Lessee concurrently with the execution and delivery of this Account Control Agreement. Notwithstanding the foregoing, Deposit Bank will be entitled to its customary deposit account fees and reimbursement from Lessee of reasonable out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Account Control Agreement. Claims for such reimbursement may be made to Lessee and in no event will such reimbursement be made from funds held by Deposit Bank pursuant to this Account Control Agreement. Deposit Bank agrees that it will not assert any lien whatsoever on any of the money on deposit in the Deposit Account for the payment of fees and expenses for services rendered by Deposit Bank under this Account Control Agreement or otherwise.

14. If Lessee, Lessor or Deposit Bank are in disagreement about the interpretation of the Lease or this Account Control Agreement, or about the rights and obligations, or the propriety of any action contemplated by Deposit Bank hereunder, Deposit Bank may, but will not be required to, file an appropriate civil action to resolve the disagreement. Deposit Bank will be indemnified by Lessor and Lessee, to the extent permitted by law, for all costs, including reasonable attorneys' fees and expenses, in connection with such civil action, and will be fully protected in suspending all or part of its activities under this Account Control Agreement until a final judgment in such action is received.

15. Deposit Bank may consult with counsel of its own choice and will have full and complete authorization and protection for any action or non-action taken by Deposit Bank in accordance with the opinion of such counsel. Deposit Bank will otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or willful misconduct.

16. This Account Control Agreement will be governed by and construed in accordance with the laws of the State of Missouri.

17. In the event any provision of this Account Control Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

18. This Account Control Agreement may be amended, changed or modified in any manner only by written agreement of Lessor, Deposit Bank and Lessee. Any waiver of any provision of this Account Control Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

[Remainder of page intentionally left blank]

19. This Account Control Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute one and the same instrument.

20. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

LESSEE SIGNATURE	Lessee: City of Moberly
	By: _____
	Printed Name: _____ Brian Crane
	Title: _____ City Manager
Notice Address: 101 West Reed Street Moberly, MO 65270	

LESSOR SIGNATURE	Lessor: First State Community Bank
	By: _____
	Printed Name: _____ Curtis M. Gilliam
	Title: _____ Vice President
Notice Address: 201 E. Columbia Farmington, MO 63640	

DEPOSIT BANK SIGNATURE	Deposit Bank: FIRST STATE COMMUNITY BANK
	By: _____
	Printed Name: _____ Nikki Jarrett
	Title: _____ Government Lending Specialist
Notice Address: 201 E. Columbia Farmington, MO 63640	

Legal Name of Lessee	Federal Tax I.D. No.
City of Moberly	43-6002348
Legal Name of Lessor	
First State Community Bank	

**SCHEDULE 1
TO ACCOUNT CONTROL AGREEMENT**

ARBITRAGE INSTRUCTIONS AND REPRESENTATIONS

These Arbitrage Instructions provide procedures for complying with § 148 of the Internal Revenue Code of 1986, as amended (the "Code"), in order to preserve the exclusion from federal gross income of the interest portions of the Rental Payments under the Tax-Exempt Equipment Lease Purchase Agreement, dated as of September 21, 2020 (the "Agreement"), between the above-referenced Lessee and Lessor.

1. Temporary Period/Yield Restriction. Except as described in this paragraph, money in the Acquisition Account must not be invested at a yield greater than the yield on the Agreement. Proceeds of the Agreement in the Acquisition Account and investment earnings on such proceeds may be invested without yield restriction for three years after the Commencement Date of the Agreement. If any unspent proceeds remain in the Acquisition Account after three years, such amounts may continue to be invested without yield restriction so long as Lessee pays to the IRS all yield reduction payments under § 1.148-5(c) of the Treasury Regulations.

2. Lease Proceeds Exempt from the Rebate Requirement.

(a) *The Agreement Qualifies as a Rebate-Exempt Small Issue.* Lessee hereby represents the following:

- (1) Lessee is a governmental unit under State law with general taxing powers;
- (2) the Agreement is not a "private activity bond" as defined in Code § 141;
- (3) 95% or more of the net proceeds of the Agreement are to be used for local governmental activities of Lessee; and
- (4) the aggregate face amount of all tax-exempt bonds and obligations (other than private activity bonds), and qualified tax credit bonds as defined in Code § 54A(d)(1) to be issued by Lessee during the calendar year in which the Commencement Date occurs, is not reasonably expected to exceed \$5,000,000. Lessee understands that, for this purpose; (a) Lessee and all entities which issue bonds on behalf of Lessee are treated as a single issuer; (b) all bonds or obligations issued by an entity subordinate to Lessee are treated as issued by Lessee; and (c) bonds or obligations issued by Lessee to currently refund any other bond are not taken into account to the extent that the amount of the refunding bonds does not exceed the outstanding amount of the refunded obligations.

If any tax-exempt bonds or obligations issued or to be issued during the current calendar year are attributable to financing the construction of public school facilities, then Lessee makes the following representations, in lieu of paragraph (4) above:

The aggregate face amount of all tax-exempt bonds and obligations (other than private activity bonds), and qualified tax credit bonds as defined in Code § 54A(d)(1) to be issued by Lessee during the calendar year in which the Commencement Date occurs, is not reasonably expected to exceed the sum of (A) \$5,000,000 plus (B) the lesser of \$10,000,000 or the portion of the face amount of all bonds and other obligations expected to be issued in the calendar year in which the Commencement Date occurs, which will be attributable to the financing of the construction of public school facilities. Lessee understands that, for this purpose; (a) Lessee and all entities which issue bonds on behalf of Lessee are treated as a single issuer; (b) all bonds or obligations issued by an entity subordinate to Lessee are treated as issued by Lessee; and (c) bonds or obligations issued by Lessee to currently refund any other bond are not taken into account to the extent that the amount of the refunding bonds does not exceed the outstanding amount of the refunded obligations. Lessee further understands that the term "construction" generally means capital expenditures incurred to construct, reconstruct, renovate, rehabilitate, or improve buildings or structures, but does not include expenditures to acquire land, any interest in land, or other real property, or to acquire or improve moveable personal property, such as furniture, computers, photocopiers, books, or vehicles.

3. Opinion of Special Tax Counsel. These Arbitrage Instructions may be modified or amended in whole or in part upon receipt of an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations, satisfactory to Lessor, that such modifications and amendments will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes.

* * *

Legal Name of Lessee	Federal Tax I.D. No.
City of Moberly	43-6002348
Legal Name of Lessor	
First State Community Bank	

**SCHEDULE 2
TO ACCOUNT CONTROL AGREEMENT**

FORM OF PAYMENT REQUEST AND ACCEPTANCE CERTIFICATE

To: First State Community Bank, as Deposit Bank
 Attn: Curtis M. Gilliam, Leasing Manager
 (Send by e-mail to cjgilliam@FSCB.com)

Re: Payment Requested from **Account No.** , " **City of Moberly**
Acquisition Account for Equipment Lease Purchase Agreement" held pursuant to the Account Control Agreement dated as of
 September 21, 2020 , between Lessee and Lessor identified above, and Deposit Bank (the "Deposit Bank")

Ladies and Gentlemen:

Deposit Bank is hereby requested to pay from the Acquisition Account to the person or corporation designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the Acquisition Cost of the Equipment, as described below. The amount shown below is due and payable under the invoice of the Payee *attached hereto* with respect to the cost of the acquisition and installation of the Equipment, and has not formed the basis of any prior request for payment.

The Equipment described below is part or all of the property described on the Equipment Schedule attached as Exhibit A to the Tax-Exempt Equipment Lease Purchase Agreement dated as of September 21, 2020 (the "Agreement") described in the Account Control Agreement.

Payee Name and Address & Description of Cost Paid	Amount to be Paid	Payment Delivery Instructions (if not provided on attached invoice)
First State Community Bank UCC filing and 8038-GC filing with IRS	\$120.00	

Lessee hereby certifies and represents to and agrees with Lessor and Deposit Bank as follows:

- (1) (a) The Equipment described herein has been delivered, installed and accepted on the date hereof, or (b) the amount requested is in payment of closing costs relating to the Agreement.
- (2) If (1)(a) is applicable, Lessee has conducted such inspection and/or testing of said Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts said Equipment for all purposes.
- (3) If (1)(a) is applicable, Lessee is currently maintaining the insurance coverage required by paragraph 14 of the Agreement.
- (4) No event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof.

DATED: _____

LESSEE SIGNATURE	Lessee: City of Moberly
	By: _____
	Name: <u> Brian Crane </u>
	Title: <u> City Manager </u>

LESSOR APPROVAL OF PAYMENT	Lessor: First State Community Bank
	By: _____
	Name: <u> Curtis M. Gilliam </u>
	Title: <u> Vice President </u>

[Attach Invoice(s) to be Paid]

EXHIBIT D TO TAX-EXEMPT EQUIPMENT LEASE PURCHASE AGREEMENT
Dated as of September 21

COPY OF AUTHORIZING RESOLUTION OR ORDINANCE APPROVED BY LESSEE'S GOVERNING BODY
(per paragraph 5)

(Attach approved and signed authorizing resolution or ordinance, in substantially the form attached.)

**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**

► **Under Internal Revenue Code section 149(e)**

Caution: *If the issue price of the issue is \$100,000 or more, use Form 8038-G.*

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name City of Moberly		2 Issuer's employer identification number (EIN) 4 3 6 0 0 2 3 4 8	
3 Number and street (or P.O. box if mail is not delivered to street address) 101 West Reed Street		Room/suite	
4 City, town, or post office, state, and ZIP code Moberly, MO 65270		5 Report number (For IRS Use Only)	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information Brian Crane, City Manager		7 Telephone number of officer or legal representative 660-269-7637	

Part II Description of Obligations Check one: a single issue <input type="checkbox"/> or a consolidated return <input type="checkbox"/>	
8a Issue price of obligation(s) (see instructions)	8a 75,120 00
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ► 10/14/2020	
9 Amount of the reported obligation(s) on line 8a that is:	
a For leases for vehicles	9a
b For leases for office equipment	9b
c For leases for real property	9c
d For leases for other (see instructions) Irrigation station updates & maintenance equipment	9d 75,120 00
e For bank loans for vehicles	9e
f For bank loans for office equipment	9f
g For bank loans for real property	9g
h For bank loans for other (see instructions)	9h
i Used to refund prior issue(s)	9i
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j
k Other	9k
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box <input type="checkbox"/>	
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) <input type="checkbox"/>	
12 Vendor's or bank's name:	
13 Vendor's or bank's employer identification number:	

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature of issuer's authorized representative: **Brian Crane, City Manager** Date: _____ Type or print name and title

Paid Preparer Use Only	Print/Type preparer's name Curtis M. Gilliam	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN P02268954
	Firm's name ► First State Community Bank	Firm's EIN ► 43-0688689		Phone no. 573-756-4547	
	Firm's address ► 201 E. Columbia, Farmington, MO 63640				

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to

multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "Amended Return" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the

street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note. The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Do not complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note. If the issuer authorizes in line 6 the IRS to communicate with a person other than an officer or other employee of the issuer, (such authorization shall include contact both in writing regardless of the address entered in lines 3 and 4, and by telephone) by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

- Learning about the law or the form** 4 hr., 46 min.
- Preparing the form** 2 hr., 22 min.
- Copying, assembling, and sending the form to the IRS** 2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File*.

City of Moberly City Council Agenda Summary

#11.

Agenda Number: _____
Department: Park & Rec/Utilities
Date: September 21, 2020

Agenda Item: An Ordinance Accepting And Approving Two Community Assistance Program Agreements With The Missouri Department Of Conservation For Moberly City Lakes.

Summary: The attached agreements cover lakes under the umbrella of Parks and Recreation (Rothwell, Water Works, Beuth) and Utilities (Sugar Creek).

Conservation is redoing its agreements with municipalities statewide with updated language. There is no substantive difference between this and the old agreements. They still cover general requirements for ensuring public access for fishing, surveying and stocking (by Conservation) of the lakes, and other responsibilities for a 25 year term. The previous lake management agreement was passed in 2016 and this new agreement will replace the old.

Parks and Recreation staff is hoping to work out a future addendum with Conservation covering projects including new fishing piers to provide greater access to good fishing away from shore which will also set the stage for future shoreline restoration projects.

Recommended

Action: Approve this ordinance

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING AND APPROVING TWO COMMUNITY ASSISTANCE PROGRAM AGREEMENTS WITH THE MISSOURI DEPARTMENT OF CONSERVATION FOR MOBERLY CITY LAKES.

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

SECTION ONE: On May 15, 2017 the City of Moberly and the Missouri Department of Conservation (the “Department”) entered into a Community Assistance Program Agreement for Rothwell Park Lake, Water Works Lake and Beuth Park Lake and on June 16, 2008 the same parties entered into a like Agreement for Sugar Creek Lake.

SECTION TWO: The Department has proposed two new Agreements (copies of which are attached) which will supersede and replace the previous Agreements in order to maximize the recreational use of Moberly city lakes.

SECTION THREE: City staff recommends accepting and approving the attached Agreements.

SECTION FOUR: The City Council hereby accepts the Community Assistance Program Agreements and authorizes the Mayor and City Manager, respectively, to execute said Agreements on behalf of the City.

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

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 21st
day of September, 2020.

#11.

ATTEST:

Presiding Officer at Meeting

City Clerk

**AGREEMENT BETWEEN THE
CITY OF MOBERLY
AND THE
MISSOURI DEPARTMENT OF CONSERVATION**

THIS AGREEMENT is to implement the MISSOURI DEPARTMENT OF CONSERVATION COMMUNITY ASSISTANCE PROGRAM, and is made and entered into this _____ day of _____ 20____, by and between the CITY OF MOBERLY, Department of Public Utilities (City) and the MISSOURI DEPARTMENT OF CONSERVATION (Department).

WHEREAS, the City owns a tract of land in Randolph County with a 360-acre lake known as Sugar Creek Lake that is used by the City for water supply and recreation, and is referred to here as the “Area” and is described in attached Exhibit A; and

WHEREAS, the City and Department entered into a Community Assistance Program Agreement on June 16, 2008 for the Area, as amended on June 15, 2009, which is hereby superseded and replaced; and

WHEREAS, the Department and City realize the importance and need for close-to-home fishing and associated outdoor activities; and

WHEREAS, the Department and City wish to take advantage of the qualities of this Area and maximize the recreational values associated with its proper management and use.

NOW, THEREFORE, in consideration of the mutual covenants of the parties contained herein, the parties hereto do mutually agree as follows:

- 1. CITY RESPONSIBILITIES.** The City agrees to:
 - A. Allow free public access and full use of the Area for fishing and related recreational activities by the general public consistent with the Wildlife Code of Missouri and during hours established by mutual agreement of the City and the Department.
 - B. Provide Area maintenance as specified in attached Exhibit B.
 - C. Monitor the condition of the Area’s facilities and take actions necessary to ensure that they are clean, safe and usable, including but not limited to closing facilities to public access until any dangerous conditions that may have arisen have been corrected.
 - D. Provide adequate law enforcement and protective services, as much as City jurisdiction permits, for the safety and well-being of the Area’s users and

facilities.

- E. Give proper recognition to the Department and the Federal Aid in Sport Fish Restoration Program in all brochures, advertisements or other publications concerning the Area.
- F. Prohibit fish stocking other than that recommended in writing by a Department fisheries management biologist.
- G. Manage its property within the watershed of Sugar Creek Lake to maintain the lake's good water quality, and take no actions that will lead to the deterioration of the lake's water quality, habitat or aquatic community.
- H. Defend, indemnify and hold harmless the Department, the Conservation Commission, the State of Missouri and their employees and agents from any claim or suit brought by any third party in connection with the Area managed or the facilities to be constructed under this Agreement to the extent allowed by law.
- I. Comply with all federal and state laws, and local ordinances including (but not limited to) the Americans with Disabilities Act, applicable to the maintenance of the facilities constructed under the June 16, 2008 Agreement. The City must meet and follow the terms and conditions found on Exhibit C since funding through the Federal Aid in Sport Fish Restoration was used.
- J. During the term of this agreement, maintain in good order and repair all facilities constructed pursuant to the June 16, 2008 Agreement until June 16, 2033. The facilities include an access road, boat ramp, floating fishing dock, parking lots, concrete pad, security lighting, and privy.

2. DEPARTMENT RESPONSIBILITIES. The Department agrees to:

- A. Prepare and provide a general management plan for the fishery resources of the lake.
- B. Provide periodic fish community surveys and analysis, and manage the fishery through proper regulations, fish stocking, manipulation of the fish population and other fisheries management actions as determined by the Department.
- C. Enact and enforce appropriate fishing rules and regulations, and assist the City in enforcing the laws of the State of Missouri and the Wildlife Code of Missouri.
- D. Provide and maintain informational and entrance signs recognizing the City and the Department for their roles in this cooperative project.

3. **JOINT RESPONSIBILITIES AND ACKNOWLEDGEMENTS.** Both parties agree that:
- A. This Agreement is for the purpose of capitalizing on the value of the Area for public fishing and related outdoor activities.
 - B. The Department may fund its obligations under this Agreement with any combination of state and federal monies.
 - C. The required fishing permit as defined by the Wildlife Code of Missouri and the effective regulations pertaining to the taking of fish and use of the Area will be jointly publicized whenever possible.
 - D. This Agreement shall become effective upon execution by both parties. It shall expire twenty-five years from the effective date; provided, however, that it shall renew automatically for successive terms of one year each if neither party has advised the other in writing of its intention to terminate the same at least one hundred and twenty days prior to any applicable termination date.
 - E. In the event of breach or default of this Agreement by the City, or should this Agreement be terminated by the City for other than breach or default by the Department before June 16, 2033, the City shall reimburse the Department for that portion of the costs of improvements at the Area provided by the Department pursuant to the June 16, 2008 Agreement minus the total amount actually expended by the City to maintain said Area as previously set out. In the event of breach or default of this Agreement by the Department prior to its expiration date, use without restriction of all improvements installed at the Area with Department funds pursuant to the June 16, 2008 Agreement shall refer to the City at no cost.
 - F. This Agreement may be amended as desired by the mutual written agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**MISSOURI DEPARTMENT OF
CONSERVATION**

FISHERIES SECTION CHIEF

CITY OF MOBERLY

CITY MANAGER

Attest:

City Clerk

EXHIBIT A

LEGAL DESCRIPTION TO: Sugar Creek Lake

Land in Section 3, Township 54, Range 14:

The South Half of the Southwest Quarter of the Southeast Quarter of Section 3, Township 54, Range 14.

Land in Section 10, Township 54, Range 14:

The Southeast Quarter of the Southeast Quarter of Section 10, Township 54 North, Range 14 West.

Beginning at the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section 10, Township 54 North, Range 14 West, thence East 1320 feet, thence South 420 feet, thence West 968 feet, thence South 900 feet, thence West 352 feet, thence North 1320 feet to the point of beginning. EXCEPT that part conveyed in Quit Claim Deed recorded December 17, 1998, in Book 429, at page 189.

All of the Northwest Quarter of the Northeast Quarter of Section 10, Township 54, Range 14.

All of the East Half of the North Half of the Northwest Quarter of the Southwest Quarter of Section 10, Township 54, Range 14.

Beginning at a point 170 feet East from the Southwest corner of the Northeast Quarter of the Southwest Quarter of Section 10, Township 54, Range 14; thence North 841 feet, thence Northeast 564 feet to a point 448 feet East from the Northwest corner of the Northeast Quarter of the Southwest Quarter of said Section 10; thence East 250 feet; thence Southwest to a point 233 feet East from the real point of beginning; thence West 233 feet to the point of beginning. Also, all of the Southeast Quarter of the Northwest Quarter of Section 10, Township 54, Range 14.

Begin at the Southwest corner of the Southwest Quarter of the Southeast Quarter of Section 10, Township 54, Range 14, and run thence in a Northern direction 34 rods to a rock, thence East 34 rods, thence South 37 rods, thence West 45.5 rods to the place of beginning. Also begin 45.5 rods East of Southwest corner of the Southwest Quarter of the Southeast Quarter of Section 10, Township 54, Range 14, thence East 34.5 rods, thence North 37 rods, thence West 46.5 rods, thence South 37 rods to the place of beginning.

All of the East 10 acres of the South Half of the Northwest Quarter of the Southwest Quarter of Section 10, Township 54, Range 14.

Begin at the Southwest corner of the Northeast Quarter of the Southwest Quarter of Section 10, Township 54, Range 14, and run East 170 feet to a stake, thence North 841 feet to a stake, thence in a Northeasterly direction 564 feet, more or less, to a point 448 feet East of the Northwest corner of the Northeast Quarter of the Southwest Quarter of section 10, thence West 448 feet to the Northwest corner of the Northeast Quarter of the Southwest Quarter of Section 10, thence South 1320 feet to the point of beginning, and being part of the Northeast Quarter of the Southwest Quarter of Section 10, Township 54, Range 14.

The East 60 acres of the South Half of the Southwest Quarter of Section 10, Township 54, Range 14. EXCEPT that part conveyed in Quit Claim Deed recorded August 18, 1975, in Book 28M at page 450.

Land in Section 14, Township 54, Range 14:

The West Half of the Northeast Quarter and the Northwest Quarter of the Southeast Quarter, EXCEPT that part conveyed to the City of Moberly, Missouri, described as follows, TOWIT: Beginning at the Southwest corner of the Northwest Quarter of the Southeast Quarter of Section 14, Township 54, Range 14, thence North one-half mile to the Northwest corner of the Southwest Quarter of the Northeast Quarter of said Section 14, Township 54, Range 14, thence East 330 feet, thence South one-half mile, thence West 330 feet to the point of beginning, the excepted portion containing 20 acres, more or less, AND ALSO the East Half of the Northeast Quarter of Section 14, Township 54, Range 14. EXCEPT that part deeded to H. Glen Harshbarger and Margie Harshbarger recorded in Deed Book 12M at page 425.

Begin at the Southwest corner of the Northwest Quarter of the Southeast Quarter of Section 14, Township 54 North, Range 14 West; thence North one-half mile to the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section 14, Township 54 North, Range 14 West; thence due East 330 feet; thence South one-half mile, thence West 330 feet to the point of beginning.

Starting at a point on the line between the East and West halves of the Southwest Quarter of Section 14, Township 54 North, Range 14 West, said point being 718.5 feet Northerly from the Southwest corner of the Northeast Quarter of the Southwest Quarter of said Section 14; thence West 25 feet; thence North 2 ½ degrees East 100 feet; thence North 6 degrees East 360 feet, more or less, to said line between the East and West halves of the Southwest Quarter of Section 14, Township 54, Range 14; thence North 2 ½ degrees East along said line 335 feet, more or less, to the South line of the City Reservoir property; thence South 87 ½ degrees East 76 feet, more or less, to the old fence line; thence South 3 degrees East 185 feet, more or less, along said fence line to a 24 inch Elm tree; thence South 28 ½ degrees East along said fence line a distance of 326 feet, more or less, to a corner post; thence South along the said fence line 329 feet, more or less, to a point opposite starting point and 277 feet distance therefrom; thence North 87 ½ degrees West 277 feet, more or less, to point of beginning, in Section 14, Township 54 North, Range 14 West.

The North 34 acres of the Southeast Quarter of the Northwest Quarter of Section 14, Township 54, Range 14.

Beginning at the Southeast corner of the Southeast Quarter of the Northwest Quarter of Section 14, Township 54, Range 14, go North 198 feet, thence West 270 feet, thence South 418 feet, thence East 270 feet, thence North 220 feet to the place of beginning.

The North 3 acres off of the South 23 acres of the Southwest Quarter of the Northwest Quarter of Section 14, Township 54, Range 14.

The South Half of the Southwest Quarter of the Northwest Quarter of Section 14, Township 54, Range 14. EXCEPT all of six (6) acres off the South side of Southwest Quarter of the Northwest Quarter of Section 14, Township 54, Range 14.

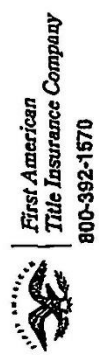
Land in Section 15, Township 54, Range 14:

Beginning at the Southwest corner of the Southwest Quarter of the Northwest Quarter of Section 15, Township 54, Range 14 West of the Fifth Principal Meridian, and running East 870 feet, thence North 800 feet, thence Northwesterly 50 feet to center line of Sugar Creek, thence in Southwest direction following the meanderings of the center line of Sugar Creek to the North line of the South Half of the Southwest Quarter of the Northwest Quarter of Section 15, thence West to the West line of the Southwest Quarter of the Northwest Quarter of Section 15, thence South to the point of beginning, and being a part of the Southwest Quarter of the Northwest Quarter of Section 15, Township 54, Range 14.

Begin at a point 650 feet South of the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 15, Township 54, Range 14 West of the Fifth Principal Meridian, and run South 295 feet, thence South 81 degrees 15 minutes 315 feet, thence South 65 degrees 7 minutes West 129 feet, thence South 27 degrees 35 minutes West 148 feet, thence South 5 degrees 14 minutes East 280 feet, thence South 3 degrees 34 minutes West 118 feet, thence North 79 degrees 24 minutes West 130 feet, thence North 28 degrees West 438 feet, thence North 34 degrees 31 minutes West 88 feet, thence North 68 degrees 31 minutes West 242 feet, thence North 57 degrees 19 minutes West 346 feet to the West line of the Southeast Quarter of the Northeast Quarter of Section 15, thence North along the West line of the Southeast Quarter of the Northeast Quarter 783 feet, thence East 1320 feet to the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 15, Township 54, Range 14, thence run South 650 feet to the place of beginning, and being a part of the Southeast Quarter of the Northeast Quarter of Section 15, and a part of the Northeast Quarter of the Southeast Quarter of Section 15, all in Township 54, Range 14.

Also 14.91 acres of land off the East end of the North Half of the Southwest Quarter of the Northeast Quarter of Section 15, Township 54, Range 14, bounded and described as follows: Begin at the Northeast corner of the Southwest Quarter of the Northeast Quarter of Section 15, and run thence South 660 feet, thence West 1195 feet to the center of Sugar Creek, thence Northeastwardly following the meanderings of the center line of Sugar Creek to a point 421 feet East of the West line of the Southwest Quarter of the Northeast Quarter of Section 15, thence East 899 feet to the point of beginning.

All of the Northwest Quarter of the Northeast Quarter and the Northeast Quarter of the Northwest Quarter of Section 15; ALSO begin at the Northeast corner of the Southeast Quarter of the Northwest Quarter of Section 15, Township 54, Range 14, and run thence South 8 chains and 50 links to a stone from which a birch 12 inches in diameter bears North 34 degrees East 4 links, thence North 75 degrees West 13 chains and 50 links to a stake from which an elm 18 inches in diameter bears North 85 degrees East 15 links, thence North 4 chains and 85 links to a stone from which a walnut 4 inches in diameter bears South 30 degrees West 11 links, thence East with the North line of said 40 acres to the place of beginning.



The West Half of the Northwest Quarter of the Southwest Quarter of Section 15, Township 54, Range 14.

Begin at the Northwest corner of the Southeast Quarter of the Southwest Quarter of Section 15, Township 54, Range 14, and run thence North 40 feet, thence East 300 feet, thence South 488 feet, thence East 1020 feet, thence South 40 feet, thence West 1320 feet, thence North 488 feet to the point of beginning.

The East Half of the Northwest Quarter of the Southwest Quarter of Section 15, Township 54, Range 14.

That part of the West Half of the Northwest Quarter of Section 15 that lies North of Sugar Creek, being the North 52 acres of same, in Township 54, Range 14.

Begin at a point 561 feet South of the Northeast corner of the Southeast Quarter of the Northwest Quarter of Section 15, Township 54, Range 14, and run South 244 feet, thence West 740 feet, thence in a Northwesterly direction 892 feet, more or less, to a point 150 feet South of the Northwest corner of the Southeast Quarter of the Northwest Quarter of Section 15, thence in a Southwesterly direction 690 feet, more or less, to a point 660 feet North of the center line of Section 15, thence North 140 feet, thence in a Northwesterly direction 50 feet to the center of Sugar Creek, thence following the center line of Sugar Creek in a Northeasterly direction to a point 108 feet North of the Northwest corner of the Southeast Quarter of the Northwest Quarter of Section 15, thence South 108 feet to the Northwest corner of the Southeast Quarter of the Northwest Quarter of Section 15, thence East 459 feet, thence South 320 feet, thence South 75 degrees East 891 feet to the point of beginning.

All of the South Half of the Southwest Quarter of the Northeast Quarter of Section 15, Township 54, Range 14. ALSO, a tract of ground described as follows: Begin at the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section 15, Township 54, Range 14, and run thence South 165 yards or more to the middle of the channel of Sugar Creek, thence East along with the meanderings of said stream to the bend in said stream near the North line of the said Southwest Quarter of the Northeast Quarter of said Section 15, and thence North from said bend to said North line, thence West to the place of beginning.

Beginning at the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 15, Township 54, Range 14, thence South 1320 feet, thence East 210 feet, thence Northeasterly to a point 450 feet East from the said point of beginning; thence West 450 feet to point of beginning.

Beginning at a point 500 feet West from the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 15, Township 54, Range 14, thence North 5 degrees 45 minutes East 1084.4 feet; thence North 79 degrees 24 minutes West 34.5 feet; thence North 3 degrees 34 minutes East 125 feet; thence North 5 degrees 14 minutes West 265.3 feet; thence North 27 degrees 35 minutes East 116.2 feet; thence North 65 degrees 7 minutes East 102.8 feet; thence North 81 degrees 15 minutes East 300.3 feet; thence Northerly 50.5 feet; thence South 81 degrees 15 minutes West 315.0 feet; thence South 65 degrees 7 minutes West 127.0 feet; thence South 27 degrees 35 minutes West 148.0 feet; thence South 5 degrees 14 minutes East 280.0 feet; thence South 3 degrees 34 minutes West 118.0 feet; thence North 79 degrees 24 minutes West 130.0 feet; thence North 28 degrees West 438.0 feet; thence North 34 degrees 31 minutes West 88 feet; thence North 68 degrees 31 minutes West 242.0 feet; thence North 57 degrees 19 minutes West 346.0 feet; thence Southerly 59.5 feet; thence South 57 degrees 19 minutes East 318.8 feet; thence South 68 degrees 31 minutes East 231.6 feet; thence South 34 degrees 31 minutes East 69.9 feet; thence South 28 degrees East 395.2 feet; thence North 79 degrees 24 minutes West 20.9 feet; thence South 5 degrees 45 minutes West 1155.6 feet; thence North 86 degrees 57 minutes East 302.2 feet to point of beginning.

Beginning at a point 805 feet South of the Northeast corner of the Southeast Quarter of Northwest Quarter of Section 15, Township 54, Range 14, and running thence South 250 feet, thence West 880 feet, thence North 240 feet, thence in a Northwesterly direction and parallel with the present fence line between the City of Moberly, Missouri, and Silvesta and Hannah Stevenson's land to the West line of said Stevenson's land, thence Northeasterly 141 feet to the Northwest corner of said Stevenson's land, thence Southeasterly and along the North line of said Stevenson's land 892 feet, more or less, thence due East 740 feet to the place of beginning.

Starting at a point 157 feet North of the Southwest corner of the Southeast Quarter of Northeast Quarter of Section 15, Township 54, Range 14, thence continue North 282.8 feet, thence South 57 degrees 19 minutes East 237 feet, thence South 152.8 feet, thence West 200 feet to place of beginning, said tract being located in the Southeast Quarter of Northeast Quarter of Section 15, Township 54, Range 14.

Starting at a point that is 298.6 feet West of the Northeast corner of the Northwest Quarter of Southeast Quarter of Section 15, Township 54 North, Range 14 West, thence South 11 degrees West 179 feet, more or less, to a blazed 9" white oak tree; thence South 32 degrees West 209 feet, more or less, to a blazed 12" ash tree; thence South 59 degrees West 149 feet, more or less, to a blazed 12" white oak tree; thence North 67 degrees 30 minutes West 111 feet, more or less, to a 4" Dbh. white oak tree; thence North 18 degrees 30 minutes East 230.5 feet, more or less, to a 4" white oak tree in a cluster of seven oak trees; thence 15 degrees West 180.6 feet to a blazed 9" oak tree in the east-west half section line of said Section 15; thence easterly along said half section line 350.5 feet to place of beginning.

Beginning at a point 660 feet South and 550 feet East and 925 feet North of the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section 15, Township 54, Range 14, being the true point of beginning; thence East 770 feet, thence South 324 feet, thence West 620 feet, thence North 224 feet, thence West 30 feet, thence Northwesterly in a straight line to the true point of beginning.

Beginning at a point that is 186 feet South of the Northwest corner of the South Half of the Northeast Quarter of the Southwest Quarter of Section 15, Township 54, Range 14, thence South 140 feet; thence East 425 feet; thence North 140 feet; thence West 425 feet to the point of beginning. Being located in the East Half of the Southwest Quarter of Section 15, Township 54, Range 14.

A portion of the Southwest Quarter of Section 15, Township 54 North, Range 14 West, more particularly described as follows: Beginning at a point that is 326 feet South of the Northwest corner of the South Half of the Northeast Quarter of the Southwest Quarter of Section 15, Township 54 North, Range 14 West; thence South 238 feet; thence East 425 feet; thence North 238 feet; thence West 425 feet to the point of beginning, being located in the East Half of the Southwest Quarter of Section 15, Township 54, Range 14.

EXCEPTIONS from the above described lands in Section 15:

- A Land conveyed in Quit Claim Deed recorded August 18, 1975, in Book 28M at page 450.
- B Land conveyed in Quit Claim Deed recorded December 2, 1981, in Book 61M, Page 23.
- C Land conveyed in Quit Claim Deed recorded June 21, 1989, in Book 150H at page 12.
- D Land conveyed in Warranty Deed recorded August 30, 1996, in Book 377 at page 138.

Land in Section 16, Township 54, Range 14:

Six acres bounded and described as follows: Beginning at the Southeast corner of the Southeast Quarter of the Northeast Quarter of Section 16, Township 54, Range 14, and run West 426 feet, thence North 21 degrees 25 minutes East 223 feet, thence North 2 degrees 24 minutes East 279 feet, thence North 59 degrees 54 minutes West 243 feet, thence North 70 degrees 20 minutes West 186 feet to the North line of the North Half of the Southeast Quarter of the Northeast Quarter of Section 16, thence East to the East line of the Southeast Quarter of the Northeast Quarter of Section 16, thence South to the point of beginning, and being a part of the Southeast Quarter of the Northeast Quarter of Section 16, Township 54, Range 14.

Begin at the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 16, Township 54, Range 14 West of the Fifth Principal Meridian, and run West 225 feet, thence South 555 feet, thence West 500 feet, thence South 105 feet, thence East 725 feet, thence North 660 feet to the point of beginning.

Begin at the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 16, Township 54, Range 14, thence run West 250 feet to the center of Sugar Creek, thence North 570 feet, thence North 53 degrees West 1246 feet to the South line of G. Kribb's property, thence East along the South line of G. Kribb's property 1245 feet to the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 16, thence South 1320 feet to the place of beginning.

Begin at a point 250 feet West and 570 feet North of the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 16, Township 54, Range 14 West of the Fifth Principal Meridian, thence North 53 degrees West 1246 feet to a point 75 feet East of the Northwest corner of the Northeast Quarter of the Southeast Quarter of Section 16, thence West 75 feet to the Northwest corner of the Northeast Quarter of the Southeast Quarter of Section 16, thence South 200 feet, thence South 62 degrees 48 minutes East 1203 feet to the point of beginning.

The East 132 feet of the South Half of the Northeast Quarter of the Northeast Quarter of Section 16, Township 54 North, Range 14 West.

Beginning at a point 426 feet West from the Southeast corner of the Northeast Quarter of Section 16, Township 54 North, Range 14 West, thence North 21 degrees 25 minutes East 223 feet, thence North 2 degrees 24 minutes East 279 feet, thence North 59 degrees 24 minutes West 243 feet, thence North 70 degrees 20 minutes West 186 feet, thence West 595 feet, thence South 57.1 feet, thence East 595 feet, thence South 70 degrees 20 minutes East 186 feet, thence East 59 degrees 24 minutes East 243 feet, thence South 2 degrees 24 minutes West 279 feet, thence South 21 degrees 25 minutes West 229 feet, thence East 57.1 feet to point of beginning.

Beginning at a point 250 feet West of the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 16, Township 54 North, Range 14 West, thence North 570 feet; thence Northwesterly to a point 200 feet South of the Northwest corner of said Northeast Quarter of the Southeast Quarter of said Section 16; thence South 1113.7 feet to the Southwest corner of said Northeast Quarter of the Southeast Quarter of said Section 16; thence continue South 259.1 feet on the line between the east and west halves of the Southeast Quarter of said Section 16; thence North 37 degrees East 792 feet; thence South 53 degrees East 593.6 feet to the line between the north and south halves of the Southeast Quarter of said Section 16; thence East along said line to place of beginning, being in the Northeast Quarter of the Southeast Quarter and in the Southeast Quarter of the Southeast Quarter of Section 16, Township 54 North, Range 14 West of the Fifth Principal Meridian.

Beginning at a point 164.2 feet North of the Southeast corner of the Northwest Quarter of the Southeast Quarter of Section 16, Township 54 North, Range 14 West; thence South 37 degrees West 602 feet; thence South 53 degrees East 250 feet; thence North 37 degrees East 258 feet, more or less, to the line between the east and west halves of the Southeast Quarter of said Section 16; thence North along said line 423.3 feet, more or less, to point of beginning, being in the West Half of the Southeast Quarter of Section 16, Township 54 North, Range 14 West of the Fifth Principal Meridian.

All in Randolph County, Missouri.

5004
No. 222 Rev. 1-75
PRINTED AND FOR SALE BY STANDARD TRACTING CO., HANOVER, MO.

QUIT-CLAIM DEED

BY A CORPORATION

This INSTRUMENT, Made on the 14th day of August, A. D. One Thousand 1975,
between One Hundred and Seventy-five, by and between
CITY OF MOBERLY, MISSOURI, a municipal Corporation

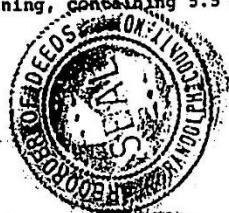
A Corporation of the State of Missouri, party of the First Part and
Albert Phillips and Wanda Phillips, husband and wife
of Randolph in the State of Missouri
parties of the Second Part (mailing address of said first named grantee is Rural Route 2,
Huntsville, Missouri).

WITNESSETH that the said party of the First Part, in consideration of the sum of
Five Dollars and other valuable considerations
to the said parties of the Second Part, the receipt of which is hereby acknowledged, does by
these presents grant, release and conveyer QUIT-CLAIM unto the said parties of the Second Part, the
following described tract of land, lying being and situate in the County of Randolph
and State of Missouri to-wit:

A tract of land in Section 10, Township 54 North, Range 14 West,
Randolph County, Missouri, and described as follows: Beginning at
the Southeast corner of the West 1/2 of the Southwest 1/4 of the
Southwest 1/4 of Section 10, Township 54 North, Range 14 West; thence along the
East line of said 1/4 section South 86 degrees 45 minutes East
a distance of 32.21 feet to a point on the water's edge of Sugar
Creek Lake, thence leaving said North line and along the water's edge
in a southerly and westerly direction the following courses and dis-
tances, South 20 degrees 59 minutes West - 74.33 feet, thence North
10 degrees 41 minutes West - 128.89 feet, thence North 81 degrees 11
minutes West - 102.44 feet, thence North 79 degrees 03 minutes West -
120.44 feet to a point on the East line of the West 1/2 of the Southwest
1/4 of said section 10, thence North 1 degree 53 minutes
East a distance of 26.24 feet to the point of beginning, containing 0.3
acres, more or less.

A tract of land in Section 10, Township 54 North, Range 14 West, Ran-
dolph County, Missouri, and described as follows: Beginning at a
point on the East line of the West 1/2 of the Southwest 1/4 of the
Southwest 1/4 of Section 10, Township 54 North, Range 14 West, said
point being North 1 degree 53 minutes East a distance of 179.19 feet
from the Southeast corner of the West 1/2 of the Southwest 1/4 of the
Southwest 1/4 of said Section 10, said point being also on water's
edge of Sugar Creek Lake, thence along the water's edge in an Easterly,
Northerly and Westerly direction the following courses and distances,
South 86 degrees 04 minutes East - 108.98 feet, thence North 56 degrees
42 minutes East 71.85 feet, thence North 24 degrees 14 minutes East
257.33 feet, thence North 31 degrees 30 minutes East - 243.1 feet, thence
North 13 degrees 47 minutes East 163.0 feet, thence North 26 degrees
03 minutes West - 161 feet, thence North 45 degrees 00 minutes West -
112.4 feet, thence North 47 degrees 25 minutes West a distance of 88.05
feet, thence North 56 degrees 51 minutes West - 160.0 feet, thence
North 67 degrees 18 minutes West - 22.79 feet to a point on the East
line of the West 1/2 of the Southwest 1/4 Southwest 1/4 of said section
10, thence South 1 degree 53 minutes West a distance of 925.71 feet to
the point of beginning, containing 5.5 acres, more or less.

AND ALSO,



STATE OF MO. RANDOLPH CO.
FILED FOR RECORD
Huntsville
AUG 18 1975
S. L. Min. R. N. Book 450
Rogel E. Windsor, Co. Recorder
G. L. W. D. D.

Exception A

Tract 3: A tract of land in Section 15, Township 54 North, Range 14 West, Randolph County, Missouri and described as follows: Commencing at the Southeast corner of the West 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 15, Township 54 North, Range 14 West, thence North 1 degree 51-1/2 minutes East a distance of 45.5 feet to the point of beginning of the description herein, said point being also a point on the water's edge of Sugar Creek Lake, thence along the water's edge in a Northeastly and Northwestly direction the following courses and distances, North 35 degrees 54 minutes East - 92.22 feet, thence North 39 degrees 14 minutes East - 186.3 feet, thence North 41 degrees 26 minutes East - 159.35 feet, thence North 16 degrees 21 minutes East 36.6 feet, thence North 55 degrees 21 minutes West - 216.55 feet, thence North 68 degrees 34 minutes West - 96.24 feet to a point on the East line of the West 5 acres of the Northwest 1/4 Northwest 1/4 Northwest 1/4 of said section 15, thence South 01 degree 51-1/2 minutes West a distance of 534.0 feet to the point of beginning, containing 2.7 acres, more or less.

The grantor herein grants to the grantees herein, their heirs and assigns an easement for ingress and egress from Sugar Creek Lake to the land herein conveyed.

No sewage disposal system shall be maintained on the above property unless the same shall be in compliance with the laws, rules and regulations of the State of Missouri. This covenant shall run with the land and be enforceable by injunction by the City of Moberly, Missouri.

TO HAVE AND TO HOLD, the same with all Rights, Immunities, Privileges and Appurtenances thereto belonging, unto the said parties of the Second Part, and their heirs and assigns FOREVER, so that neither the said party of the First Part, nor any other persons, for it or in its name or behalf, shall or will hereafter claim or demand any right, or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

In Witness Whereof, The said party of the First Part has caused these presents to be signed by its Mayor, attested by its City Clerk

and its corporate seal to be hereunto affixed, the day and year first above written.

CITY OF MOBERLY, MISSOURI
 Mayor *Charles W. Carter*
 City Clerk *R.W. Dyer*

*Error this check to see the Deed is not made in view of some other instrument


STATE OF MISSOURI)
) ss
 COUNTY OF RANDOLPH)

On this 14th day of August, 1975, before me personally appeared CHARLES W. CARTER, to me personally known, who being by me duly sworn, did say that he is the Mayor of the City of Moberly, Missouri, a municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of the City Council of Moberly, Missouri, and that said Charles W. Carter acknowledged said instrument to be the free act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Moberly, Missouri, the day and year above written.

My commission expires: Jan 20, 1978
 Notary Public

R.W. Dyer
 Notary Public R.W. Dyer



12

Corporation Quit-Claim Deed

Exception C

This Indenture, Made on the 5th day of June, A. D., One Thousand Nine Hundred and Eighty-nine, by and between City of Moberly, Missouri, a municipal corporation a corporation, duly organized under the laws of the State of Missouri, of the County of Randolph, State of Missouri, party of the first part, and Larry Wayne Threlkeld and Karen Dawn Threlkeld, husband and wife of the County of Randolph, State of Missouri, party of the second part, (Mailing address of said first named grantee is RRoute # 3 Box 80 T Moberly Mo. 65270).

WITNESSETH, THAT THE SAID PARTY OF THE FIRST PART, in consideration of the sum of Ten Dollars and other good and valuable consideration to it in hand paid by the party of the second part, the receipt for which is hereby acknowledged, does, by these presents, REMISE, RELEASE and FOREVER QUIT-CLAIM unto the said party of the second part, the following described lots, tracts or parcels of land, lying, being and situate in the County of

Randolph and State of Missouri to-wit:

A portion of the SW $\frac{1}{4}$ of Section 15, Township 54N, Range 14W, Randolph County, MO, more particularly described as follows: Beginning, at a $\frac{1}{4}$ inch iron pipe being the NW corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 15, Township 54N, Range 14W; thence along the west line of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 15, South 01 $^{\circ}$ 44' 30" west 635.60 feet to the true point of beginning; thence leaving said west line north 87 $^{\circ}$ 22' 13" east 55.0 feet; thence south 27 $^{\circ}$ 54' 20" east 526.58 feet to a $\frac{1}{4}$ inch iron pipe on the north line of Moberly Waterworks Road owned by the City of Moberly, Missouri, also being the SW corner of land as described by Deed in Book 73H, Page 991, Randolph County; thence south 40 feet; thence West 308 feet, more or less, to the west line of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 15, Township 54N, Range 14W; thence north 517 feet, more or less, to the point of beginning, and containing 2.32 acres, more or less.

The City of Moberly, Missouri retains a permanent maintenance easement over the entire 2.32 acre tract for roadway and utility purposes.

~~THIS DEED IS SUBJECT TO THE FOLLOWING EASEMENTS:~~

~~Reference to the following sections of the Missouri Revised Statutes, 1909, is hereby made: Section 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122, 1123, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1147, 1148, 1149, 1150, 1151, 1152, 1153, 1154, 1155, 1156, 1157, 1158, 1159, 1160, 1161, 1162, 1163, 1164, 1165, 1166, 1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200.~~

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances, thereto belonging, unto the said party LES of the second part and unto their heirs and assigns forever; so that neither the said party of the first part, nor any other person or persons, for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be held and forever barred.

IN WITNESS WHEREOF, The said party of the first part has caused these presents to be signed by its President and attested by its Secretary, and the corporate seal to be hereto attached, this day and year first above written.

[Signature]
CITY CLERK

CITY OF MOBERLY, MISSOURI
a municipal corporation
By *[Signature]*
Larry Noel MAYOR

STATE OF MISSOURI }
COUNTY OF RANDOLPH } ss.

On this 5th day of June, 1989, before me appeared Larry Neel, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of Moberly, Missouri, a municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of the City of Moberly, and that said instrument was signed and sealed in behalf of the City of Moberly, by authority of its Council and said Larry Neel acknowledged said instrument to be the free act and deed of the City of Moberly, Missouri.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Randolph, and State of Missouri, the day and year first above written.

My term expires LAWRENCE LACY
Notary Public - State of Missouri
Recorded in Randolph County
Notary Public Laurine Lacy

Quit-Claim Deed	
FROM	TO
Filed for record this <u>21st</u> day of <u>JUNE</u> , A. D., 1989, at <u>10</u> o'clock <u>10</u> minutes <u>A.</u> M. Recorded in Book <u>150</u> at Page <u>12</u>	
By <u>Charles M. Crosswhite</u> Recorder.	
Recorder's Fee, \$ <u>11.00</u> Deputy.	
Larry Thralkeld Moberly, MO.	

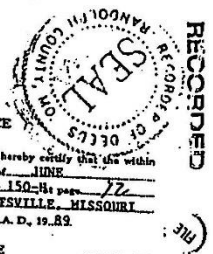
INDEXED

STATE OF MISSOURI
COUNTY OF RANDOLPH } ss.

IN THE RECORDER'S OFFICE

I, CHARLES M. CROSSWHITE Recorder of said County, do hereby certify that the within instrument of writing was, at 10 o'clock and 10 minutes A. M., on the 21st day of JUNE, A. D., 1989, duly filed for record in my office, and is recorded in the records of this office, in book 150 at page 12.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at MOBERTYVILLE, MISSOURI this 21st day of JUNE, A. D., 1989.

Charles M. Crosswhite RECORDER



RECORDED

Exception D

138

2891

CORRECTION
Missouri
CORPORATION WARRANTY DEED

THIS INDENTURE, Made on the 29th day of August, 1996 by and between:

CITY OF MOBERLY, A Municipal Corporation duly organized under the laws of the State of Missouri of the County of Randolph, State of Missouri, party of the first part, and

BOBBY N. BLADES and BONNIE R. BLADES, husband and wife
of the County of Randolph, State of Missouri, parties of the second part.

(Mailing address of said first named grantee is : R.R. #3, Moberly, Missouri 65270)

WITNESSETH; THAT SAID PARTY OF THE FIRST PART, in consideration of the sum of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS in it hand paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM, unto the said party of the second part its Successors and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Randolph and State of Missouri, to-wit:

A portion of the SW 1/4 of the NE 1/4 of Section 15, Township 54 North, Range 14 West, Randolph County, Missouri, being more particularly described as follows:
Beginning at a 3/4" iron rod (found) at the Southwest corner of the SW 1/4 of the NE 1/4 of said Section 15:

Thence S 89 degrees 54 minutes 30 seconds E. 28.30 feet to a 1/2" iron rod (set) on the East right-of-way line of the Sugar Creek Lake Park Road and the TRUE POINT OF BEGINNING:

BEGINNING:

Thence along the East and South right-of-way lines of said road.

1. N 23 degrees 57 minutes 05 seconds E 40.59 feet;
2. N 35 degrees 12 minutes 34 seconds E 32.07 feet;
3. N 48 degrees 01 minute 41 seconds E 24.31 feet;
4. N 61 degrees 20 minutes 19 seconds E 32.36 feet
5. N 76 degrees 32 minutes 04 seconds E 35.82 feet;
6. N 85 degrees 45 minutes 50 seconds E 34.53 feet;
7. N 88 degrees 45 minutes 19 seconds E 78.74 feet;

Thence leaving said right-of-way line, S 3 degrees 16 minutes 10 seconds W. 108.22 feet to a 1/2" Iron rod (found), the Northeast corner of a survey dated July, 1992 and recorded in Sleeve 202, Office of the Randolph County Recorder;

Thence along the north line of said tract, N 89 degrees 54 minutes 30 seconds W. 223.27 feet to the TRUE POINT OF BEGINNING.

The above described tract of land contains 0.46 acres more or less.

This deed to correct an erroneous legal description contained in deed recorded on August 20, 1996 in Book 376 at page 410 of the Randolph County Records.

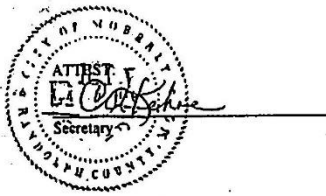
It is an express condition as a part of the purchase price of this property that the property conveyed shall not be used for any business or commercial purpose nor shall the property be used for the construction of residences or dwellings. The above referenced conditions and restrictions shall operate as covenants running with the land for the benefit of the grantor and shall be binding upon all persons who may hereinafter own, possess or control said property. The grantor herein expressly reserves the right to enforce these restrictions through any proceedings, at law or in equity, against any person or person violating or threatening to violate such restrictions and to recover any damages suffered from any violation thereof.

TO HAVE TO HOLD. The premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said party of the second part and unto its Successors and assigns forever, the said CITY OF MOBERLY, hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear from any incumbrance done or suffered by it or those under whom it claims; and that CITY OF MOBERLY, will warrant and defend the title of the said premises unto the said party of the second party and unto its Successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said party of the first part has caused these presents to be signed by its Presiding Officer and attested by its Secretary, and the corporate seal to be hereto attached, the day and year first above written.

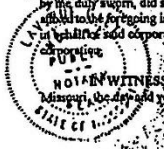
CITY OF MOBERLY

Larry Noel
By:



STATE OF MISSOURI)
COUNTY OF RANDOLPH)

On this 22 day of August, 1996, before me appeared LARRY NOEL, D.O. to me personally known, who being by me duly sworn, did say that he is the Mayor of CITY OF MOBERLY, a Municipal Corporation and that the seal attached to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed by the authorized officers of said corporation, and said LARRY NOEL acknowledged said instrument to be the free act and deed of said



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

Laverne Lacy
Notary Public

My Commission Expires:

LAVERNE LACY
NOTARY PUBLIC STATE OF MISSOURI
RANDOLPH COUNTY
MY COMMISSION EXP. JAN. 18, 1999



STATE OF MISSOURI
COUNTY OF RANDOLPH
BOOK 377 PAGE 138

AUG 30 1996

HOUR 1 : 55 PM

Patricia Brown
Deputy

Bonnie Blades
#21 RR 3
Moberly Mo 65270

**Missouri
CORPORATION WARRANTY DEED**

THIS INDENTURE, Made on the 11th day of October, 2007 by and between:

COON CREEK SHRINE CLUB, a Missouri Not For Profit Corporation, **GRANTOR** duly organized under the laws of the State of Missouri, party of the first part,
108 Rose Lane, Higbee, MO 65257 and

CITY OF MOBERLY, A Municipal Corporation - **GRANTEE**
County of Randolph, State of Missouri, party of the second part

(Mailing address of said first named grantee is 101 West Reed Street, Moberly, MO 65270)

WITNESSETH; THAT SAID PARTY OF THE FIRST PART, in consideration of the sum of **ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS** paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents, **GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM**, unto the said party of the second part its Successors and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Randolph and State of Missouri, to-wit:

Begin 1379 feet South of Northeast corner of Southeast Quarter of Northwest Quarter of Section 15, Township 54, Range 14, Randolph County, Missouri, thence West 224 feet to the True Point of Beginning, thence West 50 feet, South 75 feet, East 50 feet, North 75 feet to the True Point of Beginning.

TO HAVE TO HOLD, The premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said party of the second part and unto its Successors and assigns forever, the said **COON CREEK SHRINE CLUB** hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear from any incumbrance done or suffered by it or those under whom it claims; and that **COON CREEK SHRINE CLUB** will warrant and defend the title of the said premises unto the said party

of the second part and unto its Successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said party of the first part has caused these presents to be signed by its President and attested by its Secretary and the corporate seal to be hereto attached, the day and year first above written.

COON CREEK SHRINE CLUB

Joe Bill Dennis
Joe Bill Dennis, President

ATTEST

Max Borrón
Max Borrón, Secretary

STATE OF MISSOURI)
)SS.
COUNTY OF Randolph)

On this 11 day of October, 2007, before me appeared JOE BILL DENNIS, to me personally known, who being by me duly sworn, did say that he is the President of Coon Creek Shrine Club a Missouri Not For Profit Corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and the said JOE BILL DENNIS acknowledged said instrument to be the free act and deed of said Not For Profit Corporation.

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

D.K. Galloway
Notary Public

My Commission Expires: 2-10-2008



D. K. GALLOWAY
Randolph County
My Commission Expires
February 10, 2008

EXHIBIT B

AREA MAINTENANCE STANDARDS

The City agrees to provide routine maintenance of the Area and facilities sufficient to keep the public use facilities in a clean, safe and usable condition. In accomplishment of this, the City agrees to:

- 1) Provide routine cleaning of the boat ramp.
- 2) Clean up trash and litter at least once each week from May 1st through September 15th, and as needed during the rest of the year.
- 3) Clean and deodorize privies at least once a week from May 1st through September 15th, and as needed during the rest of the year.
- 4) Pump privies when liquid levels reach 75% of pit capacity or before when conditions warrant, and to make repairs to Area privies as needed.
- 5) Mow grass within 10 feet of roads, parking lots, and other public use facilities often enough to ensure that it does not exceed a height of 6 inches; and mow a 20-foot semi-circle around the cantilever directional sign (if provided) often enough to ensure that vegetation does not obstruct the visibility of the sign from both directions.
- 6) Control grass on roads and parking areas and around traffic control barriers (if present).
- 7) Provide and install rock (rip rap), as needed, to maintain any protective rocked slopes or banks in the vicinity of the provided facilities.
- 8) Maintain asphalt roads and parking areas according to American Association of State Highway and Transportation Officials (AASHTO) standards. Routine preventative maintenance shall include the regular application of asphalt seal-coats to prevent or delay costly corrective measures. Any cracks larger than 0.5 inches shall be filled with a crack sealer, prior to the application of a seal-coat. A slurry seal coat, which is a mixture of quick setting asphalt emulsion, fine aggregate, mineral filler, additive, and water shall be applied to the surface once every five years. In places where cracks are more severe, but limited to specific areas of pumping subgrade (resulting in potholes, tire tread lanes, etc.), the old asphalt shall be removed, and any soft pumping subgrade shall be excavated and replaced with a sufficient depth of clean aggregate to stabilize the subgrade prior to asphalt replacement.
- 9) Provide the normal, routine maintenance of Area roads, parking lots, boat ramp, floating fishing dock, privy, sidewalks and any other facilities needed to keep these items fully functional and to present a positive image of the City and Department to the public.

EXHIBIT C

NOTICE OF FEDERAL PARTICIPATION

The City agrees to the following terms and conditions if Federal Aid in Sport Fish Restoration are used to construct, develop or maintain the capital assets located on its property.

- 1) As a subrecipient of Federal funds the City must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for its own funds. In addition, the City’s financial management system, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by the project-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award (2 CFR 200.302 Financial Management).
- 2) Provide the Department with information as requested to allow the determination of risk related to both financials and performance. Allow the Department and auditors access to the records and financial statements of the project as necessary to make a risk assessment.
- 3) Meet and follow the requirements for subrecipients (2 CFR 200.331) which include having a DUNS identifier and be registered in SAM.gov in order to receive federal awards. Certify that the City is not suspended.
- 4) Must have effective control over, and accountability for, all funds, property, and other assets. The City must adequately safeguard all assets constructed with the federal funds and assure that they are used solely for authorized purposes.
- 5) The City must meet and address all requirements imposed by the Department, 50 CFR part 80 and 2 CFR part 200 so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.
- 6) Verify that the City is audited as required by 2 CFR 200 Subpart F—Audit Requirements when it is expected that the City's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit Requirements.

**AGREEMENT BETWEEN THE
CITY OF MOBERLY
AND THE
MISSOURI DEPARTMENT OF CONSERVATION**

THIS AGREEMENT is to implement the MISSOURI DEPARTMENT OF CONSERVATION COMMUNITY ASSISTANCE PROGRAM, and is made and entered into this _____ day of _____ 20____, by and between the CITY OF MOBERLY, Parks and Recreation Department (City) and the MISSOURI DEPARTMENT OF CONSERVATION (Department).

WHEREAS, the City a tract of land in Randolph County with three lakes, Rothwell Park Lake (26 acres), Water Works Lake (24 acres), and Beuth Park Lake (3 acres) that are used by the City for public fishing, general recreation and enjoyment of the outdoors, and is referred to here as the “Area” and is described in attached Exhibit A; and

WHEREAS, the City and Department entered into a Community Assistance Program Agreement on May 15, 2017 for the Area which is hereby superseded and replaced; and

WHEREAS, the Department and City realize the importance and need for close-to-home fishing and associated outdoor activities; and

WHEREAS, the Department and City wish to take advantage of the qualities of this Area and maximize the recreational values associated with its proper management and use.

NOW, THEREFORE, in consideration of the mutual covenants of the parties contained herein, the parties hereto do mutually agree as follows:

- 1. CITY RESPONSIBILITIES.** The City agrees to:
 - A. Allow free public access and full use of the Area for fishing and related recreational activities by the general public consistent with the Wildlife Code of Missouri and during hours established by mutual agreement of the City and the Department.
 - B. Provide Area maintenance as specified in attached Exhibit B.
 - C. Monitor the condition of the Area’s facilities and take actions necessary to ensure that they are clean, safe and usable, including but not limited to closing facilities to public access until any dangerous conditions that may have arisen have been corrected.
 - D. Provide adequate law enforcement and protective services, as much as City jurisdiction permits, for the safety and well-being of the Area’s users and

facilities.

- E. Give proper recognition to the Department in all brochures, advertisements or other publications concerning the Area.
- F. Prohibit fish stocking other than that recommended in writing by a Department fisheries management biologist.
- G. Manage its property within the watersheds of Rothwell Park Lake, Water Works Lake, and Beuth Park Lake to maintain the lakes' good water quality, and take no actions that will lead to the deterioration of the lakes' water quality, habitat or aquatic community.
- H. Defend, indemnify and hold harmless the Department, the Conservation Commission, the State of Missouri and their employees and agents from any claim or suit brought by any third party in connection with the Area managed or the facilities to be constructed under this Agreement to the extent allowed by law.

2. DEPARTMENT RESPONSIBILITIES. The Department agrees to:

- A. Prepare and provide a general management plan for the fishery resources of the lakes.
- B. Provide periodic fish community surveys and analysis, and manage the fisheries through proper regulations, fish stocking, manipulation of the fish population and other fisheries management actions as determined by the Department.
- C. Enact and enforce appropriate fishing rules and regulations, and assist the City in enforcing the laws of the State of Missouri and the Wildlife Code of Missouri.
- D. Provide and maintain informational and entrance signs recognizing the City and the Department for their roles in this cooperative project.

3. JOINT RESPONSIBILITIES AND ACKNOWLEDGEMENTS. Both parties agree that:

- A. This Agreement is for the purpose of capitalizing on the value of the Area for public fishing and related outdoor activities.
- B. The Department may fund its obligations under this Agreement with any combination of state and federal monies.
- C. The required fishing permit as defined by the Wildlife Code of Missouri and the effective regulations pertaining to the taking of fish and use of the Area will be jointly publicized whenever possible.

- D. This Agreement shall become effective upon execution by both parties. It shall expire twenty-five years from the effective date; provided, however, that it shall renew automatically for successive terms of one year each if neither party has advised the other in writing of its intention to terminate the same at least one hundred and twenty days prior to any applicable termination date.
- E. This Agreement may be amended as desired by the mutual written agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

MISSOURI DEPARTMENT OF CONSERVATION

FISHERIES DIVISION CHIEF

CITY OF MOBERLY

MAYOR

Attest:

City Clerk

Warranty Deed.

This indenture, made on the 11 day of February, A.D. 1910 by and between the Randolph Water Company, of Missouri, a corporation duly organized and existing under and by virtue of the laws of the State of West Virginia, U. S. A. party of the first part, and the City of Moberly, Missouri, a municipal corporation organized and existing under and by virtue of the laws of the State of Missouri, U. S. A., as a city of the third class, party of the second part.

Witnesseth, That the said party of the first part, in consideration of the sum of Eighty-five Thousand Dollars (\$85,000.00) to it paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain and Sell, convey and confirm, unto the said party of the second part, its successors and assigns, the following described lots, tracts or parcels of land and plant, machinery, mains, etc., lying, being and situate in the County of Randolph, and State of Missouri, U. S. A. to-wit:

First: A tract or parcel of land containing twenty (20) acres, being the South half of the South west quarter of the North east quarter of Section Three, Township fifty three, Range fourteen.

Second: A tract or parcel of land containing four and thirteen one hundredths (4.13) acres, beginning at the North west corner of the North West quarter of the South east quarter of Section Three, Township fifty three, Range fourteen, thence running East Four Hundred fifty (450) feet, thence South four hundred (400) feet, thence West four hundred fifty (450) feet, and thence North four hundred (400) feet to the point of beginning.

Third: A tract or parcel of land containing two and forty two one hundredths (2.42) acres, beginning at the South east corner of the South east quarter of the North west quarter of Section three, Township fifty three, Range fourteen, thence running West four hundred thirty two (432) feet, thence North two hundred fifty (250) feet, thence East four hundred thirty two (432) feet, and thence South two hundred fifty (250) feet to the point of beginning.

Fourth: A tract or parcel of land containing twenty one and seventy seven one hundredths (21.77) acres, beginning at a stone in the North east corner of the South west quarter of the North east quarter of Section three, township fifty three, Range fourteen, thence running West twenty and six tenths (20.6) chains to a stone, thence South fifteen and Ninetyone one hundredths (15.91) chains to a stone, thence East Nineteen and ninety five one hundredths (19.95) chains to a stone, and thence North sixteen and eight six one hundredths (16.86) chains to

the point of beginning
 Fifth: A tract or parcel of land containing twenty five (25) acres beginning at a point on the half section line three hundred (300) feet West of the South east corner of the North east quarter of Section Three Township fifty three, Range fourteen, thence running North ten degrees and thirty five one hundredths (2.35) chains to a stone, thence West ten and seventy one one hundredths (10.71) chains to a stone, thence North thirteen and fifty one one hundredths (13.51) chains to a stone, thence West three hundred (300) feet to a stone, thence South twenty five and eighty six one hundredths (25.86) chains to a stone, and thence East fifteen and Twenty six one hundredths (15.26) chains to the point of beginning.

Sixth: A tract or parcel of land containing one and six hundred seven one thousandths (1.607) acres beginning at the Northeast corner of the South east quarter of the North west quarter of Section three, Township fifty three, Range fourteen, thence running West two hundred and five feet, thence South three hundred fifty (350) feet, thence east two hundred (200) feet, and thence North three hundred fifty (350) feet to the point of beginning.

Seventh: A tract or parcel of land containing eight hundred thirty one one thousandths (1.831) of an acre, beginning at a point on the half section line, one hundred seventy seven (177) feet east of the North west corner of the North east quarter of the South east quarter of Section three, Township fifty three, Range fourteen, thence running South fifteen degrees (15°) West two hundred eighty (280) feet, thence east one hundred thirty (130) feet, thence North fifteen degrees (15°) east two hundred eighty (280) feet to the half section line, and thence West one hundred thirty (130) feet to the point of beginning.

Eighth: A tract or parcel of land containing one and three hundred twenty two one thousandths (1.322) acres, beginning two hundred (200) feet West of the Northeast corner of the South east quarter of the North West quarter of Section three, Township fifty three, Range fourteen, thence running West two hundred forty (240) feet, thence South two hundred forty (240) feet, thence east two hundred forty (240) feet, and thence North two hundred forty (240) feet to the point of beginning.

Ninth: A tract or parcel of land containing five (5) acres, beginning at the center of Section three, Township fifty three, Range fourteen, thence running South Seven hundred twenty six (726) feet, thence West three hundred (300) feet, thence North Seven hundred twenty six (726) feet, and thence east three hundred (300) feet to the point of beginning.

Tenth: A tract or parcel of land described as follows: All of the North half of the public road as now located and traveled through the North east quarter of the South east quarter of Section three, Township fifty three, Range fourteen, subject to the easements of the said public road, so that said strip of ground shall become the property of the said second party here in the event the said public road is abandoned.

Eleventh: A tract or parcel of ground described as follows: All that portion of the North east quarter of the South east quarter of Section three, Township fifty three, Range fourteen, that lies North and west of the public road as it is now located and traveled through the said forty acre tract of about eighty three one hundredths (83) of an acre heretofore set out and described. It is the intention of this portion of this instrument to convey all the land conveyed to the party of the first part by warranty deed dated March 21st, 1894 and recorded in Deed Book 48 at page 587 of the records of the office of Recorder of deeds of Randolph County, Missouri.

Twelfth: All reservoirs, engines, pumps, machinery and fixtures now erected on said lands, or any part thereof, together with all pipes, mains or connections, belonging to the said party of the first part, and for distributing water to the City of Mobley, in the said County of Randolph, State of Missouri, and to the inhabitants thereof; all tools, implements and appliances of every description which are used by said party of the first part in the operation of its water works for the aforesaid city, and all supplies, meters, and materials, for repairs now on hand at the aforesaid city, together with all other things appertaining to the works, plant and system of the said party of the first part.

To have and to hold the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said party of the second part, and unto its successors and assigns, forever, the said Randolph Water Company of Mobley, hereby covenants that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear of any incumbrances done or suffered by it or those under whom it claims and that it will warrant and defend the title to the said premises unto the said party of the second part, and unto its successors and assigns forever, against the lawful claims and demands of all persons whatsoever.

In Witness Whereof, The said party of the first part has herunto set its hand and seal the day and year first above written by, causing its President to execute the same and affix its

corporate seal here and its Secretary to attest the same.
 (S.S.)
 Randolph Water Co. of Missouri.
 By Edward F. Burroughs President
 Attest: Williams H. Martin Secretary

State of New York }
 County of New York } ss.
 Be it remembered that on this 11th day of February A.D. 1910, before me, the undersigned, a Commissioner of Deeds for the State of Missouri, residing in the city of New York, State of New York, appeared Edward F. Burroughs, to me personally known, who, being duly sworn, did say that he is the President of The Randolph Water Company, of Missouri and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument is signed and sealed on behalf of said corporation, by authority of its Board of Directors, and said Edward F. Burroughs acknowledges said instrument to be the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal this 11th day of February A.D. 1910.
 (S.S.)
 Geo. H. Corey Commissioner of Deeds for the State of Missouri, office No. 56 Wall Street, New York City.

Filed for Record March 19, 1910 at 8 o'clock A.M.
 Hugh Hinton
 Recorder

50

Exhibit A - Page 6

Book 84

No. 2012 WARRANTY DEED - With Statutory Acknowledgments

This Indenture, Made on the third day of June A. D. One Thousand Nine Hundred and seven by and between Sarah M. Buchanan (widow) & R. Buchanan and Ratie M. Reagan, his wife, Katie M. Reagan and Mr. Frank Reagan her husband of Randolph County, Missouri part 1st of the First Part, and the City of Moberly (a Municipal Corporation) of the County of Randolph in the State of Missouri part 4 of the Second Part:

WITNESSETH, That the said part 1st of the First Part, in consideration of the sum of Twenty six hundred & twenty DOLLARS, to them paid by the said part 4 of the Second Part, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain and Sell Convey and Confirm, unto the said part 1st of the Second Part, its successors, heirs and assigns, the following described Lots, Tracts or Parcels of Land, lying, being and situated in the County of Randolph and State of Missouri, to-wit: ~~see~~

Begin three hundred (300) feet west of the South East corner of the North East quarter of section three (3) Township fifty three (53) Range fourteen (14) and run North two feet 8 1/2 chains (288) to a stone thence West ten 1/2 chains (107 1/2) to a stone thence North thirteen 1/2 chains (138 1/2) to a stone thence East to the South East corner of the North East quarter of the North East quarter of said section three (3) a distance of fifteen 2/3 chains (15 2/3) thence South along section line twenty five 1/2 chains (25 1/2) beginning section line thence West three hundred (300) feet to beginning and being all of South East quarter of the North East quarter of section three (3) Township fifty three (53) Range fourteen (14) West twenty five (25) acres sold by M. L. Buchanan and wife to H. B. Porter, Jr. as recorded in Deed Book 29 at page 18 of Deed records of Randolph County, Missouri, the land hereby conveyed being 26 2/3 acres more or less. Grantors herein are the widow and all the heirs and only heirs of Nathaniel Buchanan, deceased.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the Rights, Privileges, Appurtenances and Immunities thereto belonging or in anywise appertaining, unto the said part 1st of the Second Part, and unto its successors and assigns, Forever; the said part 1st of the Second Part hereby covenanting that they are lawfully seized of an indefeasible Estate in Fee in the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear of any incumbrances done or suffered by them or those under whom they claim; and that they will Warrant and Defend the title to the said premises unto the said part 4 of the Second Part, and unto its successors, heirs and assigns, Forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said part 1st of the First Part has hereunto set their hands and seals, on the day and year first above written. Signed, Sealed and Delivered in Presence of: Sarah M. Buchanan, Ratie M. Reagan, My Frank Reagan, Claude B. Buchanan (Deed), Rena M. Buchanan (Deed), B. C. Buchanan, Annie M. Buchanan, Walter B. Buchanan, Minnie B. Buchanan.

STATE OF MISSOURI } County of Owens } SS. ON THIS fifth day of June 1907 before me personally appeared Claude B. Buchanan and Rena M. Buchanan and

his wife, to me known to be the same persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Rocky Ford, Mo. the day and year first above written. My term expires May 1st 1910. George C. Creble Notary Public.

STATE OF MISSOURI } County of Randolph } SS. ON THIS 3rd day of June 1907 before me personally appeared Sarah M. Buchanan, B. C. Buchanan and Annie M. Buchanan his wife and Ratie M. Reagan and M. Frank Reagan her husband to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed. And the said Sarah M. Buchanan and Annie M. Buchanan further declare themselves to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Moberly, Mo. the day and year first above written. My term of office as Notary Public will expire June 1st 1907. Willard P. Lane Notary Public. The foregoing Deed was filed for record in this office on the 21st day of June A. D. 1907, at 2 o'clock 30 minutes P. M. By Walter Hinton Deputy. Recorder.

Remarks:

WARRANTY DEED Exhibit A - Page 7

Olive B. Buck, single
 and
 Mary R. Buck, single
 TO
 The City of Moberly

Recorded in Deed Book 84 Page 481
 Dated June 1, 1907 Consideration \$ 8806.50
 Ack'd June 1, 1907 before J. W. Dorser
 Notary Public Randolph County, Mo.
 Commission Expires
 (SEAL) YES Filed for Record June 21, 1907

Description:

Begin at SE corner of N $\frac{1}{2}$ of NE $\frac{1}{4}$ Section 3, Township 53, Range 14, then N. 24.52 chs. to center of Alderson road and 1.20 chs. S. of NE corner said Section 3, S. 56 degs. W. 3.80 chs. S. 75 degs. W. 2.80 chs. N. 80 degs. W. 5.30 chs. N. 70 degs. W. 4.80 chs. N. 67 degs. W. 4.46 chs. W. 20 chs. to $\frac{1}{4}$ Section corner S. 26.08 chs. E. 40 chs. to beginning and containing 98.60 acres being N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 3, Township 53, Range 14 except 5 acres off N. end NE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 3, that lies on N. side of Alderson road also following: Begin at SE corner SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 34, Townsh

54, Range 14, N. 16 ft. W. 113 ft. S. 16 ft. to section line E. 113 ft. to beginning also begin at NE corner of N $\frac{1}{2}$ NE $\frac{1}{4}$ Section 3, Township 53 Range 14 S. 79 ft. 2 $\frac{1}{2}$ inches S. 55 degs. W. 137 ft. E. of N to point on section line 113 ft. W. of NE corner said Section 3, thence E. 113 ft. beginning and containing $\frac{1}{4}$ acre and containing in all 98.85 acres.

NO.

RANDOLPH COUNTY ABSTRACT COMPANY

QUIT CLAIM DEED

Winslow Buck
 single
 TO
 The City of Moberly

Recorded in Deed Book 76 Page 485
 Dated June 20, 1907 Consideration \$ 1.00
 Ack'd June 20, 1907 before J. W. Dorser
 Notary Public Randolph County, Mo.
 Commission Expires
 (SEAL) YES Filed for Record June 20, 1907

Description:

N $\frac{1}{2}$ NE $\frac{1}{4}$ Section 3, Township 53, Range 14 except 5 acres off N. end of NE $\frac{1}{4}$ of NE $\frac{1}{4}$ said Section Also the following Begin SE corner of SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 34, Township 54, Range 14 N. 16 ft. W. 113 ft. S. 16 ft. to section line E. 113 ft. to beginning. Also beginning at NE corner of N $\frac{1}{2}$ of NE $\frac{1}{4}$ of Section 3, Township 53, Range 14 and run thence S. 79 ft. 2 $\frac{1}{2}$ inches S. 55 degs. W. 137 ft. thence E. of N. to point on Section line 113 ft. of NE corner said Section 3 E. 113 ft. to beginning and containing $\frac{1}{4}$ acre and containing all 98.85 acres.

Bk 86 p 21

WARRANTY DEED - With Statutory Acknowledgments.

W. D. BARNARD & CO., BANK BOOK BINDER, PRINTERS, LITHOGRAPHERS, ST. LOUIS.

21

This Indenture, Made on the 14th day of February A. D. One Thousand Nine Hundred and Eight by and between The Littlefield Indian Brick Company of Randolph County, Missouri part of the first part, and City of Maplewood, Missouri, a Municipal Corporation of the County of Randolph in the State of Missouri part of the second part,

WITNESSETH, That the said part of the first part, in consideration of the sum of \$100,000 DOLLARS, to it paid by the said part of the second part, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain and Sell, Convey and Confirm, unto the said part of the second part, here and assigns, the following described Lots, Tracts or Parcels of Land, lying, being and situated in the County of Randolph and State of Missouri, to-wit: 117

Thirty-two (32) acres being all of forty (40) acres except a strip of equal width running north and south off of the west side of said forty (40) acres which said forty (40) acres is divided as beginning by line 16 feet north of the southeast corner of Section thirty-four (34) Towns Six, Range Four (34) Range Fourteen (14) thence north sixteen (16) degrees six (6) minutes north (19.76) chains, thence west line thirty-two (32) chains, thence north twelve (12) degrees (12.33) chains to south side of the Huntville road being Sixty (60) feet from right of way of Washburn R. R. thence south Sixty (60) degrees west with said road five (5) feet hundredths (50) chains, thence south thirty-two (32) degrees eight (8) minutes (32.45) chains thence south seventy (70) degrees east four (4) feet (4.23) chains, thence south eighty (80) degrees east five (5) feet (5.20) chains thence north seventy-five (75) degrees east two (2) degrees thirty-two (32) chains, thence north fifty-four (54) degrees east one (1) degree and fifteen (15) chains, thence north seventy (70) degrees east three (3) feet (70.4) chains thence east one (1) degree and eight (8) minutes hundredths (248) acres part of the N 6 1/2 of S 6 1/2 of T 34 R 14 and four (4) acres in the east part of the S 6 1/2 of the S 6 1/2 of the S 4 T 34 R 14 and four (4) acres in the north part of the N 6 1/2 of the S 4 T 34 R 14 and four (4) acres in the east part of the S 6 1/2 of the S 6 1/2 of the S 4 T 34 R 14 and four (4) acres in the north part of the N 6 1/2 of the S 4 T 34 R 14.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said part of the second part, and unto its heirs and assigns, Forever; the said part of the first part hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has all good right to convey the same; that the said premises are free and clear of any incumbrances done or suffered by it or those under whom it claims; and that it will Warrant and Defend the title to the said premises unto the said part of the second part, and unto its heirs and assigns, Forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said part of the first part has hereunto set its hand and seal, the day and year first above written, by causing its president and secretary to affix their hands and seals to the same. Signed, Sealed and Delivered in Presence of us: The Littlefield Indian Brick Co. By Frank J. Little, President. attn: Frank J. Little, Secretary.

STATE OF MISSOURI, ss. County of Randolph. On this 14th day of February 1908, before me personally appeared Frank J. Little, President of the Littlefield Indian Brick Co., a corporation organized under the laws of the State of Missouri, and he acknowledged to me that he executed the foregoing instrument, and he acknowledged to me that he is the president and secretary of said corporation. My term expires June 15th 1908. J. Cross Brouder Notary Public.

STATE OF MISSOURI, ss. County of Randolph. On this 14th day of February 1908, before me personally appeared to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as free act and deed. And the said further declared to be single and unmarried. In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in the day and year first above written. My term of office as a Notary Public will expire 1908. Notary Public.

The foregoing Deed was filed for record in this office on the 5th day of February A. D. 1908, at 9 o'clock 45 minutes A.M. By Deputy. Hugh H. Hester Recorder. Remarks.

Exhibit A - Page 9

Book 84 pg 55

No. 2012 WARRANTY DEED-With Statutory Acknowledgments

This Indenture, Made on the 19th day of June 1907 A. D. One Thousand Nine Hundred and

Redford singly by and between Pety J Redford widow Atha B. Redford singly and Allie E. Soats parties of the First Part and The City of Moberly Missouri a municipal Corporation of the County of Randolph in the State of Missouri part of the Second Part:

Witnesseth, That said parties of the First Part, in consideration of the sum of Two thousand nine hundred and ninety one DOLLARS, to them paid by the said part of the Second Part, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain and Sell Convey and Confirm, unto the said part of the Second Part thenceforward and assigns, the following described Lots, Tracts or Parcels of Land, lying, being and situated in the County of Randolph and State of Missouri, to-wit:

All of the west one half of the South west quarter of the north west quarter of Section Two (2) Township Fifty Three (53) Range fourteen (14) except 6 2/3 acres off the South end also thirteen and eighty four one hundredths (13 84/100) acres more or less off the north end of the east half of the South west quarter of the north west quarter of Section Two (2) Township Fifty Three (53) Range fourteen (14) and containing 29 1/100 acres more or less.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the Rights, Privileges, Appurtenances and Immunities thereto belonging or in anywise appertaining, unto the said party of the Second Part, and unto their heirs and assigns, Forever; the said parties hereby covenanting that they are lawfully seised of an indefeasible Estate in Fee in the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear of any incumbrances done or suffered by them or those under whom they claim; and that they will Warrant and Defend the title to the said premises unto the said part of the Second Part, and unto their heirs and assigns, Forever, against the lawful claims and demands of all persons whomsoever

EXCEPT TAXES 1907 and thereon;

IN WITNESS WHEREOF, The said parties of the First Part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of Us:

Pety J. Redford Atha B. Redford
Allie E. Soats Lenoy J. Soats

STATE OF Missouri)
 County of Sebastian) SS. ON THIS 21st day of June A.D. 1907, before me personally appeared Lenoy J. Soats and Allie E. Soats his wife, to me known to be the same persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Sebastian the day and year first above written.

My Commission as a Notary Public will expire Nov 26th A.D. 1910 J. S. Johnson Notary Public.

STATE OF MISSOURI,)
 County of Randolph) SS. ON THIS 19th day of June A.D. 1907, before me personally appeared Pety J. Redford and Atha B. Redford to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed. And the said Pety J. Redford and Atha B. Redford further declare themselves to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Sebastian the day and year first above written.

My Commission as a Notary Public will expire the 18th day of May 1908 Geo. W. Sparks Notary Public.

The foregoing Deed was filed for record in this office on the 24th day of June A. D. 1907, at 5 o'clock P minutes A. M.

By Oliver H. Britton Deputy. Hugh Hinton Recorder.

Remarks:

BOOK 13
581/582

Exhibit A - Page 10

and as just above written.
L.S.

Phillip C. Kirby, Notary Public

Trustee Sale.

Whereas John Sutliff and Amanda C. Sutliff his wife by their certain deed of trust dated August 15th 1867 and recorded in the Records office of Randolph County in mortgage book No 3 page 142 conveyed to the undersigned trustee the following described real estate lying and being in Randolph County, State of Missouri to wit: 49 acres part of south east quarter of section 25, township fifty three range sixteen and known as Hattie Mill tract; Also the North east quarter of section 36, township 53 range sixteen containing in all 209 acres more or less and being all the lands bought by John Sutliff of M.T. Lane and also the following described lands to wit: The east half of south west quarter section 25, township 53 range 16 and East half of South east quarter section 24 township 53 range 16 which said conveyance was in trust to secure to payment of a certain promissory note in said deed mentioned; and whereas the said note is now due and with the interest unpaid. Now therefore at the request of the legal holder of said note and in pursuance of the provisions of said deed of trust I will on Wednesday February 26 1880 at the Court House door in Hamtville Mo between the hours of 9 o'clock in the forenoon and 5 o'clock in the afternoon of that day sell said property for cash in hand to the highest bidder at auction for the purpose of paying said note and expenses of this sale.

W. R. Samuel Trustee

State of Missouri }
County of Randolph }

Thomas M. Elmer has duly sworn according to law says that he is one of the publishers of the Hamtville Herald a weekly newspaper printed and published in the County of Randolph, State of Missouri, and that the notice herein annexed was published in said paper for 14 weeks consecutively as follows: 1st insertion 5 day of Feb. 1880. 2d insertion 12th day of 3d insertion 19th day of 1880. 4th insertion 26th day of 1880.

Thomas M. Elmer, Publisher

Subscribed and sworn to before me this 26th day of February 1880. My term ex. Oct. 10th 1881. Witness my hand and official seal.

Alex H. Chatter, Notary Public

Filed for record February 26th at 5 P.M. 1880.

C. H. Hance Recorder
by S. C. Arnold C.R.

Know all men by these presents that George S. Hassett of the County of Randolph and State of Missouri is held and firmly bound to the city of Probok in the County of Randolph and State of Missouri in the sum of two thousand dollars to be paid to said city of Probok executor, administrator or assigns to the payment whereof I bind myself, my heirs, executor and administrators jointly by these presents. Sealed with my seal and dated the 25th day of February A.D. 1880. The condition of this obligation is that if the said Geo. S. Hassett upon payment of One thousand dollars and interest thereon as agreed and promised by said city of Probok agreeably to its note dated Feb. 25th 1880. and made payable as follows to wit: Twelve months after date value on the city of Probok promises to pay to the order of Geo. S. Hassett One thousand dollars with int at the rate of ten per cent for

annuity from date and if interest is not paid annually to become as principal and bear the same rate of interest. Signed by J. H. Parkholde, Mayor and S. J. Ades etc etc shall convey to said City of Mobile or assign forever the following described real estate situated lying and being in the County of Randolph and State of Missouri to wit: All the North West Quarter of the North West quarter of section two (2) township fifty three (53) range fourteen (14) containing forty eight (48) acres more or less by good and sufficient deed or deeds in common form duly executed and acknowledged and in the mean time shall permit said City of Mobile to occupy and improve said premises for its own use, then this obligation shall be void, otherwise it shall remain in full force.

See L. H. Hazzett seal

State of Missouri }
County of Randolph }

Be it remembered that on this 25th day of February A. D. 1881 before the undersigned a Notary Public within and for the County of Randolph aforesaid, personally came S. L. Hazzett who is personally known to me to be the same person whose name is subscribed to the foregoing instrument of writing as forty three and acknowledged the same to be his act and deed for the purpose therein mentioned. In testimony whereof I have hereunto set my hand and affixed my official seal at my office in Mobile in said County, and State the day and year first above written. My term of office as a Notary Public will expire Jan 30th 1881

S. L.

W. J. Hollis, Notary Public

Filed for record February 27th at 9 A. M. E. H. Hubbard, Recorder
S. C. Arnold, Deputy

This deed made and entered into this 13th day of November 1868 by and between A. J. Baker and Jennie E. Baker his wife of the County of Randolph and State of Missouri party of the first part and Margaret Baker of the same County and State of the second part. Witness that the party of the first part for and in consideration of the sum of Seven hundred and thirty five Dollars to them in hand paid the receipt of which is hereby acknowledged by the party of the second part have sold and by these presents do grant, bargain sell and convey unto the party of the second part all their right title interest and claim in and to the following described real estate situated in the County of Randolph and State of Missouri to wit: 40 acres in the SE 1/4 of sec. 8 10 acres S.E. SE 1/4 sec. 5. 80 acres N.W. 1/4 sec. 8. 40 acres S.E. 1/4 sec. 8. 160 acres S.E. sec. 8. 80 acres N. part N.W. sec 9 all in township 52 range 14. To have and to hold the interest hereby conveyed unto the party of the second part her heirs and assigns forever in witness whereof the party of the first part have hereunto set their hands and seals the day and year above written.

A. J. Baker
Jennie E. Baker
made

seal
seal

State of Missouri }
County of Randolph }

Be it remembered that on this the 13th day of November 1868, before me the undersigned a Notary Public within and for said County came A. J. Baker and Jennie E. Baker his wife who are personally known to me to be the same

NO.

RANDOLPH COUNTY ABSTRACT COMPANY

WARRANTY DEED

J. Ginther & Ola B. Ginther, his wife and
Eona Stigall & W.C. Stigall, her husband and his wife

Recorded in Deed Book 103 Page 268
Dated May 24, 1915 Consideration \$ 1.00
Ack'd May 24, 1915 before E. F. Gutekunst

TO

Notary Public Randolph County, Mo.

City of Moberly

Commission Expires
(SEAL) Yes Filled for Record May 26, 1915

Option:

Begin at a point 495 ft. E. of the SE 1/4 of Section 34, Township 54, Range 14
thence N. 20° & 45' W. 1470 ft. thence N. 69° E. 50 ft. thence S.
0° & 45' E. 1488.5 ft. thence W. along the township line 53.6 ft. to
place of beginning.

Moberly Message Litho

EXHIBIT B

AREA MAINTENANCE STANDARDS

The City agrees to provide routine maintenance of the Area and facilities sufficient to keep the public use facilities in a clean, safe and usable condition. In accomplishment of this, the City agrees to:

- 1) Provide routine cleaning of the boat ramp.
- 2) Clean up trash and litter at least once each week from May 1st through September 15th, and as needed during the rest of the year.
- 3) Clean and deodorize privies at least once a week from May 1st through September 15th, and as needed during the rest of the year.
- 4) Pump privies when liquid levels reach 75% of pit capacity or before when conditions warrant, and to make repairs to Area privies as needed.
- 5) Mow grass within 10 feet of roads, parking lots, and other public use facilities often enough to ensure that it does not exceed a height of 6 inches; and mow a 20-foot semi-circle around the cantilever directional sign (if provided) often enough to ensure that vegetation does not obstruct the visibility of the sign from both directions.
- 6) Control grass on roads and parking areas and around traffic control barriers (if present).
- 7) Provide and install rock (rip rap), as needed, to maintain any protective rocked slopes or banks in the vicinity of the provided facilities.
- 8) Maintain asphalt roads and parking areas according to American Association of State Highway and Transportation Officials (AASHTO) standards. Routine preventative maintenance shall include the regular application of asphalt seal-coats to prevent or delay costly corrective measures. Any cracks larger than 0.5 inches shall be filled with a crack sealer, prior to the application of a seal-coat. A slurry seal coat, which is a mixture of quick setting asphalt emulsion, fine aggregate, mineral filler, additive, and water shall be applied to the surface once every five years. In places where cracks are more severe, but limited to specific areas of pumping subgrade (resulting in potholes, tire tread lanes, etc.), the old asphalt shall be removed, and any soft pumping subgrade shall be excavated and replaced with a sufficient depth of clean aggregate to stabilize the subgrade prior to asphalt replacement.
- 9) Provide the normal, routine maintenance of Area roads, parking lots, boat ramp, floating fishing dock, privy, sidewalks and any other facilities needed to keep these items fully functional and to present a positive image of the City and Department to the public.

City of Moberly City Council Agenda Summary

Agenda Number: #12.
 Department: Administration
 Date: September 21, 2020

Agenda Item: An Ordinance Approving An Easement For Electric Service; And Providing Further Authority.

Summary:

In order for Ameren Missouri to provide electric power to the new Plumrose facility in Moberly, Ameren will need to obtain an easement from the City of Moberly. All parties would like to get this in the process and completed as soon as possible. The current plan is for Ameren crews to be on site starting work in October. The distribution system that has been designed for the Plumrose site provides their company with a loop feed to provide a reliable service. The easement would be for underground electric facilities, be 15 feet wide and be located on property just south of MFA property and west of the old railroad property and old Highway 63.

Recommended Action Approve this Ordinance

Fund Name: N/A

Account Number: 0.00

Available Budget \$: N/A

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

BILL NO. _____

ORDINANCE NO: _____

**AN ORDINANCE APPROVING AN EASEMENT FOR ELECTRIC SERVICE;
AND PROVIDING FURTHER AUTHORITY.**

WHEREAS, the City of Moberly (the “**City**”) wishes to obtain electric utility service at certain real property owned by the City located south of the MFA property and west of the abandoned railroad property and old Highway 63 (the “**Property**”) used or to be used for job-creating industrial development; and

WHEREAS, Ameren Missouri (“**Ameren**”) is willing to provide electric utility service to the Property but to do so requires an easement from the City over the Property for the installation and maintenance of underground electric facilities; and

WHEREAS, upon due consideration the Council of the City (the “**Council**”) is willing to grant an easement over the Property to be located as generally depicted in Exhibit A, attached to and incorporated by reference in this Ordinance (the “**Easement Area**”) to and in favor of Ameren in substantially the form of Exhibit B, attached to and incorporated by reference in this Ordinance (the “**Underground Electric Easement**”) to facilitate the provision of electric utility service at the Property;

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

SECTION 1. The Underground Electric Easement in substantially the form of Exhibit A is hereby approved and the Mayor is hereby authorized to execute and deliver the Underground Electric Easement on behalf of the City.

SECTION 2. The Mayor, City Manager, City Clerk, and applicable City staff are hereby authorized to take such further actions as may be necessary or convenient to facilitate and obtain the provision of electric utility service at the Property.

SECTION 3. The portions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the Council would have enacted the valid portions without the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

SECTION 4. This Ordinance shall take effect and be in force from and after its passage and adoption by the Council and its signature by the officer presiding at the meeting at which it was passed and adopted.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri on this 21st day of September, 2020.

Presiding Officer at Meeting

ATTEST:

Diane Kay Galloway, CMC/MRCC, City Clerk

EXHIBIT A

The Easement Area



EXHIBIT B

Underground Electric Easement (form)

Underground Electric Easement (MO Corporation) UEC202009-27499/40578

EASEMENT

(Underground Electric)

KNOW ALL MEN BY THESE PRESENTS, this _____ day of _____, 2020, that THE CITY OF MOBERLY, MISSOURI, a Missouri municipal corporation, its successors and assigns whether one or more and whether an individual, individuals, a corporation, or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of One and No/100ths Dollars (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI, a Missouri corporation, its successors, assigns, licensees, agents, lessees, contractors, sub-contractors and tenants (hereinafter "Grantee"), the perpetual right and easement to install, rebuild, use, operate, add to the number of and maintain underground electric and communication line or lines, cables, fixtures, appliances, and equipment appurtenant thereto, including above ground transformers, cabinets and pedestals, upon, over, across and under the following described land, in Section 25, Township 54N, Range 14W, 5th P.M., RANDOLPH County, Missouri, to-wit:

LEGAL DESCRIPTION IS ON THE ATTACHED EXHIBIT "A"

together with all rights reasonably implied by and incidental to the exercise and enjoyment of said easement rights, including without limitation the right of ingress and egress to and over the above described easement area and premises of Grantor adjoining the same, for all purposes herein stated; together with the right to trim, control, cut and remove or cause to be removed at any time and from time to time, by any means, any and all brush, bushes, saplings, trees, roots, undergrowth, rock, overhanging branches and other obstructions upon, over and under the surface of said easement area and of the premises of Grantor adjoining the same deemed by Grantee to interfere with exercise and enjoyment of Grantee's rights hereunder, or endanger the safety of, said facilities; and the right to license,

permit or otherwise agree to the use or occupancy of said easement or any portion thereof or of said facilities by any other person, association or corporation, for the purpose hereinabove set out; and with the further right to remove at any time and from time to time any or all of the said line or lines, and appurtenances thereto located upon, over, across and under said land by virtue hereof.

Grantee shall be responsible for actual damages occurring on the herein described property as a result of the construction, operation, maintenance or repair of Grantee's facilities and shall reimburse the owner thereof for such loss or damages. Grantee shall not be responsible for any indirect, consequential or punitive damages.

The installation of such facilities shall be in accordance with Grantee's Rules and Regulations approved by the Public Service Commission of the State of Missouri. Except as provided therein, the installation, maintenance, replacement, removal and repair of the electric facilities will be at Grantee's expense, together with the obligation to return the surface to grade level.

Grantor, for itself, its successors and assigns, does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the above described land and has full right and authority validly to grant this easement, (2) that Grantee may quietly enjoy the premises for the purposes herein stated, and (3) that Grantor will not create or permit any building or other obstruction or condition of any kind or character upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

IN WITNESS WHEREOF, GRANTOR'S DULY AUTHORIZED OFFICIAL HAS SIGNED THIS EASEMENT

CITY OF MOBERLY, MISSOURI

By: _____

Title: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF MISSOURI)

COUNTY OF _____) ss:

On this _____ day of _____, AD. 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared.

to me personally known

or

provided to me on the basis of satisfactory evidence

to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

NOTARY SEAL _____

(Sign in Ink)

(Print/type name)

Notary Public in and for the State of _____

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL

CORPORATE

Title(s) of Corporate

Officers(s):

Corporate Seal N/A

Corporate Seal is affixed

PARTNER(s)

Limited Partnership

General Partnership

ATTORNEY-IN-FACT

EXECUTOR(s),

ADMINISTRATOR(s),

or TRUSTEE(s):

LLC

Member/Manager

GUARDIAN(s)

or CONSERVATOR(s)

OTHER

EXHIBIT "A" (to Underground Electric Easement)

RANDOLPH COUNTY ASSESSOR PARCEL NO. 07-7.0-25-0-2.0-000-003.002 BEING; A TRACT OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 54N, RANGE 14W OF THE FIFTY PRINCIPAL MERIDIAN, RANDOLPH COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 25; THENCE ALONG THE NORTH LINE OF SAID SECTION 25, SOUTH 88 DEGREES 14' 40" EAST, A DISTANCE OF 234.37 FEET; THENCE SOUTH 01 DEGREES 45' 04" WEST, A DISTANCE OF 137.12 FEET; THENCE SOUTH 88 DEGREES 14' 17" EAST, A DISTANCE OF 173.01 FEET; THENCE SOUTH 00 DEGREES, 00' 00" WEST, A DISTANCE OF 784.90 FEET TO THE SOUTH LINE OF MCKEOWN PARKWAY; THENCE ALONG THE SOUTH LINE OF MCKEOWN PARKWAY, NORTH 90 DEGREES 00' 00" EAST, A DISTANCE OF 1424.00 FEET TO THE WEST RIGHT OF WAY OF THE FORMER NORFOLK SOUTHERN RAILROAD; THENCE ALONG SAID RIGHT OF WAY, SOUTH 01 DEGREES 29' 37" WEST, A DISTANCE OF 452.34 FEET; THENCE NORTH 88 DEGREES 12' 20" WEST, A DISTANCE OF 1858.02 FEET TO THE WEST LINE OF SAID SECTION 25; THENCE NORTH 01 DEGREES 48' 23" EAST A DISTANCE OF 1329.12 FEET TO THE POINT OF BEGINNING, AS RECORDED IN DEED BOOK 920,

EASEMENT ON THE ABOVE DESCRIBED TRACT OF LAND SHALL BE A FIFTEEN FOOT WIDE STRIP OF LAND THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY OF MCKEOWN, SAID POINT BEING 50 FEET MORE OR LESS WEST OF THE EAST LINE OF THE ABOVE DESCRIBED TRACT OF LAND; THENCE SOUTH 338 FEET MORE OR LESS TO A POINT; THENCE EAST 50 FEET MORE OR LESS TO THE POINT OF TERMINATION ON THE EAST LINE OF THE ABOVE DESCRIBED TRACT OF LAND. THE LOCATION OF WHICH IS FURTHER SHOWN ON THE ATTACHED EXHIBIT "AA".

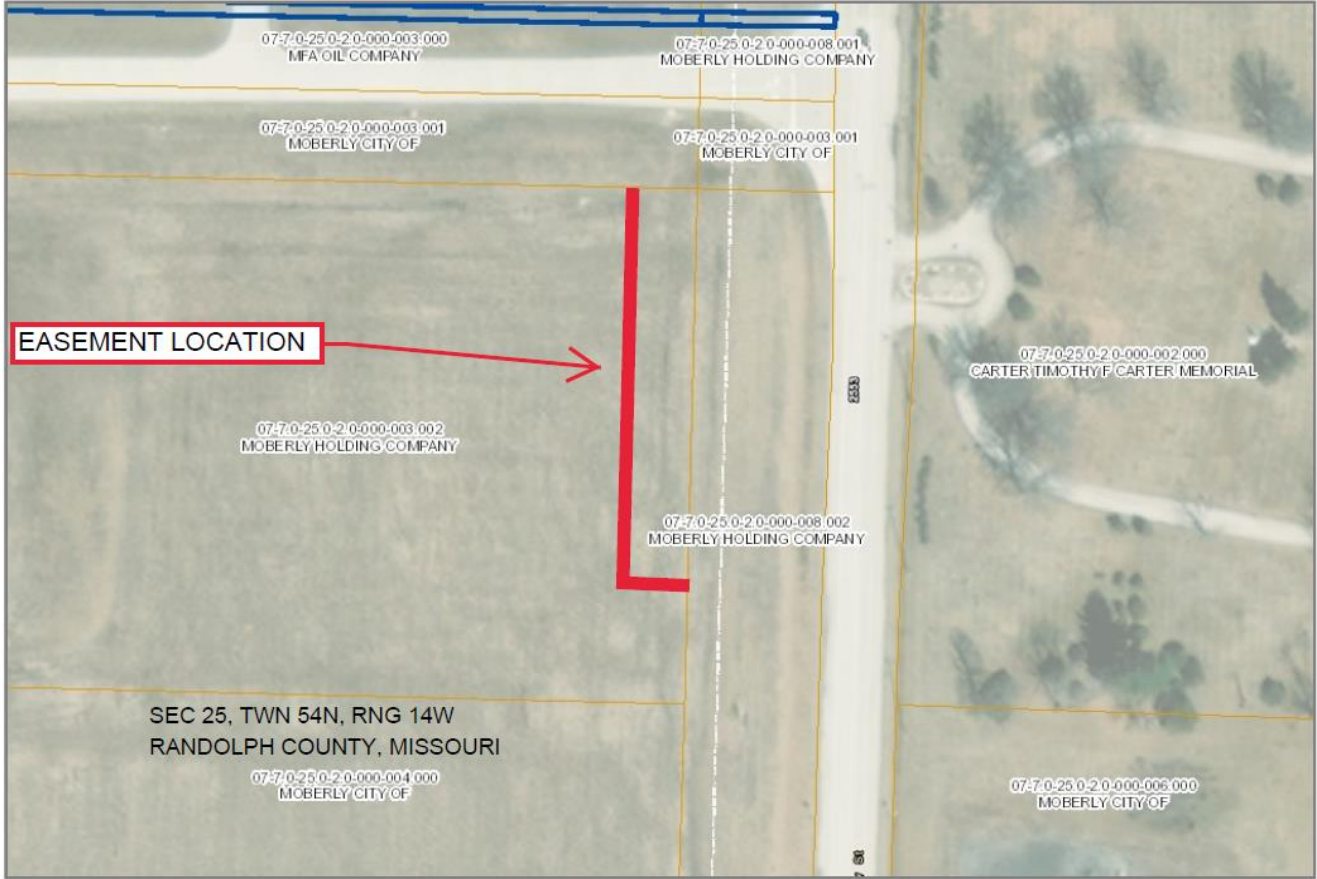


EXHIBIT "AA"

130 0 65 130 Feet
Plot Date: 9/16/2020

Ameren REMS GIS
REAL ESTATE MANAGEMENT SYSTEM

W N E S

The information provided on this drawing is considered "as is" without warranty or any representation of accuracy, timeliness, or completeness. This drawing does not represent a survey and has been compiled from official records, including plats, maps, recorded deeds, and contracts, and only contains information required for planning purposes. There are no warranties, expressed or implied, as to the appropriate use of this drawing or the data for a particular purpose. AmerenGIS, and their subcontractors, assume no responsibility for use or interpretation of the data. No liability is assumed for the accuracy of the data delineated on any map, either expressed or implied. This map and the data contained within is a work in progress, constantly being updated. All critical information should be independently verified.

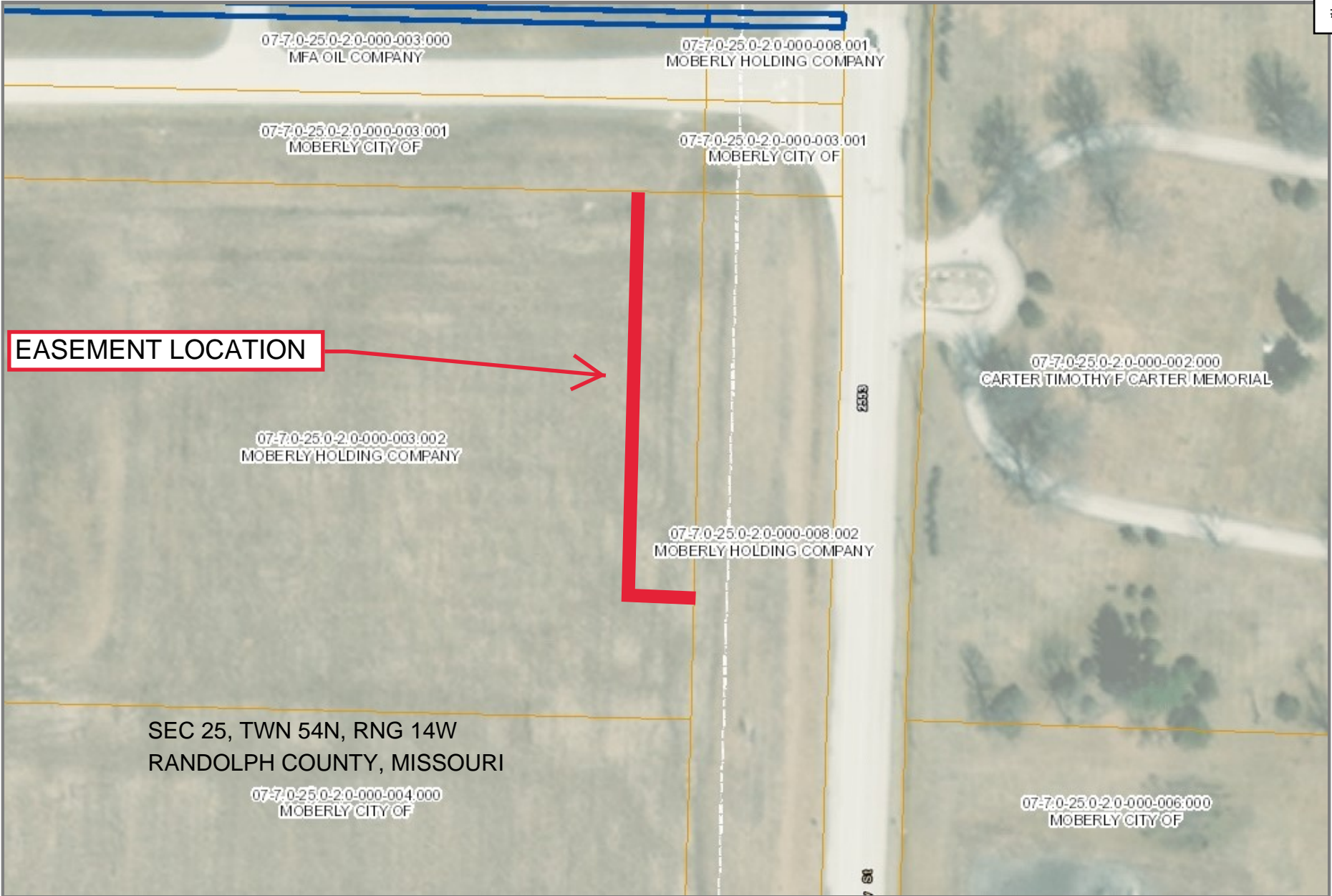


EXHIBIT "AA"

130 0 65 130 Feet

Plot Date: 9/16/2020



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Underground Electric Easement (MO Corporation)

UEC202009-27499/40578

EASEMENT
(Underground Electric)

KNOW ALL MEN BY THESE PRESENTS, this _____ day of _____, 2020, that THE CITY OF MOBERLY, MISSOURI, a Missouri municipal corporation, its successors and assigns whether one or more and whether an individual, individuals, a corporation, or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of One and No/100ths Dollars (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI, a Missouri corporation, its successors, assigns, licensees, agents, lessees, contractors, sub-contractors and tenants (hereinafter "Grantee"), the perpetual right and easement to install, rebuild, use, operate, add to the number of and maintain underground electric and communication line or lines, cables, fixtures, appliances, and equipment appurtenant thereto, including above ground transformers, cabinets and pedestals, upon, over, across and under the following described land, in Section 25, Township 54N, Range 14W, 5th P.M., RANDOLPH County, Missouri, to-wit:

LEGAL DESCRIPTION IS ON THE ATTACHED EXHIBIT "A"

together with all rights reasonably implied by and incidental to the exercise and enjoyment of said easement rights, including without limitation the right of ingress and egress to and over the above described easement area and premises of Grantor adjoining the same, for all purposes herein stated; together with the right to trim, control, cut and remove or cause to be removed at any time and from time to time, by any means, any and all brush, bushes, saplings, trees, roots, undergrowth, rock, overhanging branches and other obstructions upon, over and under the surface of said easement area and of the premises of Grantor adjoining the same deemed by Grantee to interfere with exercise and enjoyment of Grantee's rights hereunder, or endanger the safety of, said facilities; and the right to license, permit or otherwise agree to the use or occupancy of said easement or any portion thereof or of said facilities by any other person, association or corporation, for the purpose hereinabove set out; and with the further right to remove at any time and from time to time any or all of the said line or lines, and appurtenances thereto located upon, over, across and under said land by virtue hereof.

Grantee shall be responsible for actual damages occurring on the herein described property as a result of the construction, operation, maintenance or repair of Grantee's facilities and shall reimburse the

owner thereof for such loss or damages. Grantee shall not be responsible for any indirect, consequential or punitive damages.

The installation of such facilities shall be in accordance with Grantee's Rules and Regulations approved by the Public Service Commission of the State of Missouri. Except as provided therein, the installation, maintenance, replacement, removal and repair of the electric facilities will be at Grantee's expense, together with the obligation to return the surface to grade level.

Grantor, for itself, its successors and assigns, does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the above described land and has full right and authority validly to grant this easement, (2) that Grantee may quietly enjoy the premises for the purposes herein stated, and (3) that Grantor will not create or permit any building or other obstruction or condition of any kind or character upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

IN WITNESS WHEREOF, GRANTOR'S DULY AUTHORIZED OFFICIAL HAS SIGNED THIS EASEMENT

CITY OF MOBERLY, MISSOURI

By: _____

Title: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF MISSOURI)

COUNTY OF _____) ss:

On this _____ day of _____, AD. 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared.

to me personally known

or

provided to me on the basis of satisfactory evidence

to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

NOTARY SEAL _____

(Sign in Ink)

(Print/type name)

Notary Public in and for the State of _____

Initials
return to: lad
09/17/2020

Prepared by: LADOLLAR

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL

CORPORATE

Title(s) of Corporate Officers(s):

Corporate Seal N/A

Corporate Seal is affixed

PARTNER(s)

Limited Partnership

General Partnership

ATTORNEY-IN-FACT

EXECUTOR(s),

ADMINISTRATOR(s),

or TRUSTEE(s):

LLC

Member/Manager

GUARDIAN(s)

or CONSERVATOR(s)

OTHER

EXHIBIT "A"

RANDOLPH COUNTY ASSESSOR PARCEL NO. 07-7.0-25-0-2.0-000-003.002 BEING; A TRACT OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 54N, RANGE 14W OF THE FIFTY PRINCIPAL MERIDIAN, RANDOLPH COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 25; THENCE ALONG THE NORTH LINE OF SAID SECTION 25, SOUTH 88 DEGREES 14' 40" EAST, A DISTANCE OF 234.37 FEET; THENCE SOUTH 01 DEGREES 45' 04" WEST, A DISTANCE OF 137.12 FEET; THENCE SOUTH 88 DEGREES 14' 17" EAST, A DISTANCE OF 173.01 FEET; THENCE SOUTH 00 DEGREES, 00' 00" WEST, A DISTANCE OF 784.90 FEET TO THE SOUTH LINE OF MCKEOWN PARKWAY; THENCE ALONG THE SOUTH LINE OF MCKEOWN PARKWAY, NORTH 90 DEGREES 00' 00" EAST, A DISTANCE OF 1424.00 FEET TO THE WEST RIGHT OF WAY OF THE FORMER NORFOLK SOUTHERN RAILROAD; THENCE ALONG SAID RIGHT OF WAY, SOUTH 01 DEGREES 29' 37" WEST, A DISTANCE OF 452.34 FEET; THENCE NORTH 88 DEGREES 12' 20" WEST, A DISTANCE OF 1858.02 FEET TO THE WEST LINE OF SAID SECTION 25; THENCE NORTH 01 DEGREEES 48' 23" EAST A DISTANCE OF 1329.12 FEET TO THE POINT OF BEGINNING, AS RECORDED IN DEED BOOK 920,

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City of Moberly City Council Agenda Summary

Agenda Number: #13.
 Department: Public Works
 Date: September 21, 2020

Agenda Item: A Resolution Accepting The State Contract Bid And Authorizing The Purchase Of A Plow And Spreader To Fit A F-350 Ford Dump Truck.

Summary: Please find attached the MoDOT State Contract Bid Number #IFB605CO19001412 with a bid price of \$12,091.98.

These items were budgeted for in the 2020-21 budget.

Recommended

Action: Approve this resolution.

Fund Name: Public Works CIP

Account Number: 601.000.5502

Available Budget \$: 13,500.00

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION ACCEPTING THE STATE CONTRACT BID AND AUTHORIZING THE PURCHASE OF A PLOW AND SPREADER TO FIT A F-350 FORD DUMP TRUCK.

WHEREAS, city staff recommends the purchase of a snowplow and electric spreader for use with an existing F-350 Ford dump truck; and

WHEREAS, the Missouri Department of Transportation employs a statewide competitive bid process for vehicles and equipment and Knapheide Truck Equipment Company in Jefferson City received the state bid for a Pro Plus blade and 8' 2.0 cubic yard Dual Electric Spreader;

WHEREAS, Knapheide's statewide pricing for the Pro Plus blade and Dual Electric spreader is \$12,091.98; and

WHEREAS, city staff is recommending that the Council accept the statewide bid and authorize purchase of the described equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBERLY, MISSOURI that the state contract bid is accepted, and the City Manager is hereby authorized to purchase the blade and spreader for the sum of \$12,091.98.

RESOLVED this 21st day of September, 2020, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk



Knapheide Truck Equipment
6603 Business 50 West
Jefferson City MO 65109
Phone: 573-893-5200
Fax: 573-893-5344
www.jeffcity.knapheide.com

QUOTATION

Quote ID: GH00003124

Page 3 of 3

Table with 5 columns: QTY, PART NUMBER, DESCRIPTION, UNIT PRICE, AMOUNT. Includes a summary row for Total Due(Sales tax not included) at \$12,091.98.

The following options may be added:

Table with 5 columns: QUANTITY, DESCRIPTION, PRICE EACH, AMOUNT, ADD TO QUOTE. Includes a sub-column for Yes / No.

Notes:

**** TO FIT A 2020 FORD F-350 CAB & CHASSIS WITH DUMP BODY****

STATE CONTRACT BID NUMBER #IFB605CO19001412 MEDIUM DUTY VEHICLES

This Quote is subject to the following terms and conditions:

Credit Card Policy

We do not accept credit cards for payment of any order in excess of \$10,000.00. For other orders, we do accept MasterCard, Visa and Discover. We do not accept American Express.

Pricing Policy

- Price Quotation is good on orders received through the expiration date.
Pricing quoted applies to chassis make/model originally provided and quantity quoted. Any change may result in price change.
Orders are subject to all applicable state, local and federal excise taxes. Applicable taxes will be applied on final billing to customer upon completion of order.

Payment Policy

- Payment Terms are due upon receipt of signed quote unless prior credit agreement has been established at the time of order.
Payment terms for customers with an established credit account will be Net 30 from date of invoice.
Knapheide has right to assess late charges at 1.5% per month on all invoices that are 60 days or more past due.

Return Policy

- All sales are final. Purchased parts or products are non returnable.

Cancellation Policy

- Payment is due in full upon cancellation of any orders for non-stocked parts or products (provided part/product has been ordered by Knapheide) and upon cancellation of installation orders, once product installation has begun.

Customer agrees and understands this Quote is an offer to sell subject to the terms and conditions above and any additional terms or modifications are hereby objected to, unless mutually agreed upon in writing by Customer and Knapheide. The undersigned represents and warrants that he/she is duly authorized to sign below on behalf of Customer and thereby accepts offer and Knapheide will begin processing the order.

Customer must fill out the information below before the order can be processed...

Form with three rows: Signature & Print Accepted by, Date, P.O. number.



Knapheide Truck Equipment
 6603 Business 50 West
 Jefferson City MO 65109
 Phone: 573-893-5200
 Fax: 573-893-5344
 www.jeffcity.knapheide.com

QUOTATION

Quote ID: GH00003124
 Page 1 of 3

Customer: CITY OF MOBERLY
 101 WEST REED
 MOBERLY MO 65270

Quote Number: GH00003124
Quote Date: 8/20/2020
Quote valid until: 9/19/2020

Contact:
 Phone: 660-263-4420
 Fax:

Prepared ghamilton
By:
Salesperson: DAN RANABARGAR
PO#:

Enduser:

Make:	Model:	Year:	Single/Dual:
Cab Type:	Wheelbase:	Cab-to-Axle:	VIN:

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1	WS 76974	<p>8.5 PRO PLUS BLADE ASSEMBLY W/QUAD PLOW BLADE CONSTRUCTION The robust 12-gauge powder coated steel moldboard is a full 31½" tall and comes in 8' 6" width.</p> <p>The PRO PLUS® blade features a 65-degree attack angle, and a high carbon steel cutting edge comes standard, reducing wear and extending the life of the blade.</p> <p>STRUCTURAL REINFORCEMENT Eight vertical ribs, a heavy-duty quadrant, and the exclusive WESTERN® POWER BAR provide exceptional torsional strength and rigidity, to eliminate blade twisting even under the most brutal conditions.</p> <p>The high-strength steel base channel provides extra support along the bottom of the plow blade.</p> <p>The 1" diameter pivot bolt secures the plow in place, ensuring proper alignment and reducing stress on the overall plow assembly.</p> <p>TRIP PROTECTION Four heavy-duty coil springs protect your plow and truck by allowing the whole blade to trip when striking obstacles.</p> <p>Dual shock absorbers reduce jarring and soften the blade return when tripping occurs, to extend the life of your truck and plow.</p>	\$6,508.00	\$6,508.00
1	WS 31270	MOUNT KIT FOR FORD S-DUTY	\$0.00	\$0.00
1	WS 75700-3	HYDRAULICS P.PLUS AQ&L	\$0.00	\$0.00
1	WS 72530	HALOGEN HEADLIGHT KIT WITH POWER CABLE AND CONTROL HARNESS	\$0.00	\$0.00
1	WS 74973	HEADLIGHT HARNESS KIT	\$0.00	\$0.00
1	WS 29070-1	3 PORT MODULE - DRL/NON-DRL	\$0.00	\$0.00
1	WS 96500	MULTI-POSITION PLOW HAND HELD CONTROLLER	\$0.00	\$0.00
1	WS 99031-1	<p>8' 2 YARD DUAL ELECTRIC SPREADER FEATURES: DUAL ELECTRIC MOTORS Two instant-start, 12-volt electric motors provide quiet, reliable and independent control over the conveyor and spinner mechanisms.* The spinner motor is sealed inside a weather-resistant housing, protecting it</p>	\$5,389.00	\$5,389.00



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QUOTATION

Quote ID: GH00003124
 Page 2 of 3

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT																								
		<p>from corrosion.</p> <p>CONTROLS Dual Electric Motor Control Enhanced dual variable-speed control allows you to precisely match material delivery and spread pattern to conditions.</p> <p>Four standard accessory buttons and a dedicated blast button provide optimum in-cab efficiency.</p> <p>Easy-to-understand, digital self-diagnostics alert the operator when the hopper is empty or when adjustments are needed, and LEDs make the controls easy to read.</p> <p>INNOVATIVE CHUTE DESIGN Reduce material waste with this innovative chute design. Baffles within the chute deliver material to the areas of the spinner that cast it out and away from the truck, instead of back onto your bumper.</p> <p>SHUTTER DEFLECTOR The easy-to-adjust circular shutter deflector allows one-side spreading operation, providing optimal control by keeping materials away from areas they aren't needed, and spreading more evenly where they are.</p> <p>CORROSION-RESISTANT HOPPER Built with low-maintenance, rust resistant stainless steel, the hopper is reinforced with wrap-around welded joints for long-life and protection against stress.</p> <p>MATERIAL DELIVERY One of the widest in the industry, the 15½" pintle chain conveyer delivers reliable, smooth, and consistent material flow to help reduce bridging. The corrosion-resistant stainless steel conveyer housing provides added protection and reliability.</p> <p>SPINNER An extra large 15½" polyurethane spinner delivers a spread pattern of up to 40' and provides long-lasting, corrosion-free performance.</p> <p>ADJUSTABLE FEED GATE An adjustable feed gate controls the amount of material flowing from the hopper to the spinner to regulate material flow.</p> <p>INVERTED V / VIBRATOR A standard inverted V located inside the hopper helps keep sufficient material weight off of the conveyor, ensuring smooth startup and flow of material.</p> <p>An optional vibrator kit is available to help reduce bridging and keep material moving to the conveyor.</p> <p>TOP SCREEN The standard coated steel top screen helps break up large chunks of de-icing material during the loading process to help prevent clogging and bridging during spreader operation.</p> <p>PRODUCT SPECIFICATIONS:</p> <table border="0"> <tr> <td>Body Side Length</td> <td>8'</td> </tr> <tr> <td>Capacity</td> <td>2.0 cu yd</td> </tr> <tr> <td>Hopper Construction</td> <td>16 ga SS</td> </tr> <tr> <td>Hopper Dimensions (LxWxH)</td> <td>96" x 50" x 33 ¼"</td> </tr> <tr> <td>Dimensions Overall (LxWxH)</td> <td>117" x 50" x 51"</td> </tr> <tr> <td>Min. Bed Length</td> <td>74 ½"</td> </tr> <tr> <td>Approx. Weight (Empty)</td> <td></td> </tr> <tr> <td>Dual 12V DC Sealed Motors</td> <td>615 lb</td> </tr> <tr> <td>Conveyor Width</td> <td>15 ½"</td> </tr> <tr> <td>Spinner Size</td> <td>15 ½"</td> </tr> <tr> <td>Spreading Width</td> <td>Up to 40'</td> </tr> <tr> <td>Materials</td> <td>Salt, Sand, Salt/Sand Mix</td> </tr> </table>	Body Side Length	8'	Capacity	2.0 cu yd	Hopper Construction	16 ga SS	Hopper Dimensions (LxWxH)	96" x 50" x 33 ¼"	Dimensions Overall (LxWxH)	117" x 50" x 51"	Min. Bed Length	74 ½"	Approx. Weight (Empty)		Dual 12V DC Sealed Motors	615 lb	Conveyor Width	15 ½"	Spinner Size	15 ½"	Spreading Width	Up to 40'	Materials	Salt, Sand, Salt/Sand Mix		
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City of Moberly City Council Agenda Summary

Agenda Number: #14.
Department: Public Works
Date: September 21, 2020

Agenda Item: A Resolution Accepting The Bid Of Remole's Coatings LLC For Street Striping And Authorizing The City Manager To Enter Into A Contract For Said Services.

Summary: We bid in the newspaper and opened them August 28, 2020. We only had one bid from Remole Coating LLC. Please see attached advertisement and bid.

This item was budgeted for in the 2020-21 budget.

Recommended

Action: Approve this resolution.

Fund Name: Public Works CIP

Account Number: 601.000.5502

Available Budget \$: 253,830.13

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION ACCEPTING THE BID OF REMOLE’S COATINGS LLC FOR STREET STRIPING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR SAID SERVICES.

WHEREAS, the City advertised for bids for street striping and received one bid which was opened on August 28, 2020; and

WHEREAS, Only one bid was received from Remole’s Coatings LLC in the following amounts: Center Line Marking - .48 plf (42,958 Linear Feet), Street Edge Marking - .48 plf (15,500 Linear Feet), Both Street Edge Marking - .48 plf (6,080 Linear Feet), Crosswalk Marking - \$150 each (19) and Bike Lane Marking - \$38.00 each (20); and

WHEREAS, the one bid received is within the typical range for street striping and the staff recommends the city accept the bid and award a contract to Remole’s Coatings LLC.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts the bid of Remole’s Coatings LLC and authorizes the City Manager to enter into a contract for said services.

RESOLVED this 21st day of September, 2020, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

ADVERTISEMENT FOR BIDS

The City of Moberly, Missouri is requesting sealed bids for the **2020 Street Striping Project** including street striping, and cross walks for various Streets within the City of Moberly.

Specifications and bid documents must be obtained from the Director of Public Works office at Moberly City Hall, 101 West Reed Street, Moberly, MO 65270.

Please have your sealed bids marked “**STREET STRIPING**” into the office of the City Clerk by **August 27, 2020** at **10:00 a.m.**

The City reserves the right to reject any or all bids. The City further reserves the right to waive any irregularities in any or all bids and reserves the right to determine which the most responsive, responsible bidder is and to reject or approve the bond. Work can begin immediately following approval, weather permitting.

Submitted by Tom Sanders
Director of Public Works

PUBLISH ONE TIME IN THE: WEDNESDAY, AUGUST 12, 2020 EDITION

STREET STRIPING BID SHEET

Center Line Yellow Marking

Estimated Quantity:
42,958 Linear Feet

Unit Price \$.48 /plf.

Solid White Street Edge

Estimated Quantity:
15,500 Linear Feet

Unit Price \$.48 /plf.

Solid White Both Street Edges

Estimated Quantity:
6,080 Linear Feet

Unit Price \$.48 /plf.

Crosswalks

Estimated Quantity:
19

Unit Price \$ 150.00 /ea.

Bike Lane Emblems

Quantity:
20

Unit Price \$ 38.00 /ea.

All Stripes Must Be 4" wide
1 Coat of Paint

White and Yellow traffic marking paint shall be methyl methacrylate and conform to ASSHTO M 248, Type F

Company Name: Remole Coatings LLC

Main Contact Name: Tim Remole 573-424-7546

Address: 38932 State Hwy. C

City, State, and Zip Code: Excelsior, Mo. 65247

NOTE! Any Subtractions of Footages on This Page will be accepted and charged accordingly - Tim Remole

** Please Note-All work can begin immediately following approval, weather permitting.

City of Moberly City Council Agenda Summary

Agenda Number: _____
Department: City Clerk
Date: September 21, 2020

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

Summary: Appropriation Resolution.

Recommended

Action: Please approve this Resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:		Roll Call	Aye	Nay
___ Memo	___ Council Minutes	Mayor		
___ Staff Report	___ Proposed Ordinance	M___ S___ Jeffrey	___	___
___ Correspondence	<u>x</u> Proposed Resolution	Council Member		
___ Bid Tabulation	___ Attorney's Report	M___ S___ Brubaker	___	___
___ P/C Recommendation	___ Petition	M___ S___ Kimmons	___	___
___ P/C Minutes	___ Contract	M___ S___ Davis	___	___
___ Application	___ Budget Amendment	M___ S___ Kyser	___	___
___ Citizen	___ Legal Notice			
___ Consultant Report	___ 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 \$669,308.10.

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 September 21, 2020 in the amount of \$72,774.52.
- 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 September 21, 2020 in the amount of \$14,167.68.
- SECTION 3: There is hereby appropriated out of the **Payroll Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 21, 2020 in the amount of \$42,369.76.
- SECTION 4: There is hereby appropriated out of the **Solid Waste Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 21, 2020 in the amount of \$68,215.88.
- 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 September 21, 2020 in the amount of \$23,170.24.
- 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 September 21, 2020 in the amount of \$13,873.55.
- SECTION 7: There is hereby appropriated out of the **Airport Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 21, 2020 in the amount of \$5,373.30.
- SECTION 8: There is hereby appropriated out of the **Utilities OP & Maintenance Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 21, 2020 in the amount of \$69,062.29.
- SECTION 9: There is hereby appropriated out of the **Utilities OP Reserve Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 21, 2020 in the amount of \$11,675.96.
- SECTION 10: There is hereby appropriated out of the **Emergency Telephone Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 21, 2020 in the amount of \$1,494.12.
- SECTION 11: There is hereby appropriated out of the **Transportation Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 21, 2020 in the amount of \$313,762.88.
- SECTION 12: There is hereby appropriated out of the **Street Improvement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 21, 2020 in the amount of \$23,270.52.
- SECTION 13: There is hereby appropriated out of the **Downtown CID Sales Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 21, 2020 in the amount of \$5,097.40.
- SECTION 14: 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 September 21, 2020 in the amount of \$5,000.00.

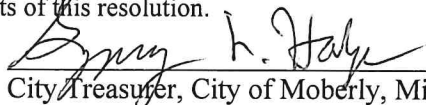
NOW, THEREFORE, the Moberly City Council authorizes these expenditures.
RESOLVED this 21st day of September 2020 by the Council of the City of Moberly, Missouri.

ATTEST:

Presiding Officer

City Clerk

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




City Treasurer, City of Moberly, Missouri

**EXPENSES PAID SEPT. 4 ,2020 - SEPT. 16, 2020 FOR THE
FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE
SEPTEMBER 21, 2020 APPROPRIATION RESOLUTION TOTAL.**

General Fund	\$	72,774.52
Non-Resident Lodging Tax Fund	\$	14,167.68
Payroll Fund	\$	42,369.76
Solid Waste Fund	\$	68,215.88
Heritage Hills Golf Course Fund	\$	23,170.24
Parks and Recreation Fund	\$	13,873.55
Airport Fund	\$	5,373.30
Utilities OP & Maintenance Fund	\$	69,062.29
Utilities OP Reserve Fund	\$	11,675.96
Emergency Telephone Fund	\$	1,494.12
Transportation Trust Fund	\$	313,762.88
Street Improvement Fund	\$	23,270.52
Downtown CID Sales Tax Fund	\$	5,097.40
Downtown CID Prop. Tax Fund	\$	5,000.00
Total	\$	669,308.10

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

9/19/2020

Date

ACCOUNTS PAYABLE CHECK REGISTER

#15.

BANK# BANK NAME
CHECK# DATE ACCOUNT# NAME CHECK AMOUNT CLEARED MANUAL VOID REASON FOR VOID

24 DISBURSEMENTS

84459	9/08/2020	6 AMEREN MISSOURI	16.84					
84460	9/08/2020	2964 LEES LAWN CARE & EQUIPMENT LLC	17,268.54					
84461	9/08/2020	2865 NEWMAN SIGNS INC	2,677.77					
84462	9/15/2020	3 AFLAC GROUP INSURANCE	2,437.83					
84463	9/15/2020	2646 VALIC	992.00					
* 84464	Thru 84470							
84471	9/16/2020	3055 ADVANCED DISPOSAL - MACON	64,692.04					
84472	9/16/2020	4693 ADVANCED TURF SOLUTIONS	238.51					
84473	9/16/2020	2813 AHRENS STEEL & WELDING	235.31					
84474	9/16/2020	6209 ALLEY JAMES	20.00					
84475	9/16/2020	6120 AMAZON CAPITAL SERVICES	175.08					
84476	9/16/2020	3004 AMERICAN PUBLIC WORKS ASSOC	700.00					
84477	9/16/2020	3112 ARAMARK UNIFORM SERVICES	756.48					
84478	9/16/2020	790 ARISTA INFORMATION SYSTEMS INC	2,813.65					
84479	9/16/2020	17 AT&T 5001	1,407.41					
84480	9/16/2020	4966 ATIS ELEVATOR INSPECTION LLC	140.00					
84481	9/16/2020	306 ATLANTIC SAFETY PRODUCTS	2,113.15					
84482	9/16/2020	15 AUSTIN COFFEE SERVICE	254.54					
84483	9/16/2020	26 B & D LOCK & KEY	49.00					
84484	9/16/2020	4729 BARTLETT & WEST	8,324.87					
84485	9/16/2020	4046 BATES CHRISTY	40.00					
84486	9/16/2020	34 BOB'S TIRE, LLC	510.00					
84487	9/16/2020	35 BOGIE PUMP INC	217.65					
84488	9/16/2020	5257 BROWN SMITH WALLACE	5,000.00					
84489	9/16/2020	191 BROWNFIELD OIL CO INC	136.00					
84490	9/16/2020	424 BUTLER SUPPLY INC	8.66					
84491	9/16/2020	4941 CAPITAL PAVING & CONST LLS	3,123.75					
84492	9/16/2020	592 CDW GOVERNMENT INC	2,141.94					
84493	9/16/2020	1142 CENTRAL CHRISTIAN CHURCH	25.00					
84494	9/16/2020	5262 CFS INSPECTIONS	775.00					
84495	9/16/2020	598 CHARITON VALLEY COMMUNICATIONS	227.96					
84496	9/16/2020	3137 CINTAS CORPORATION #379	494.58					
84497	9/16/2020	6212 CLICKNER JEFF	25.00					
84498	9/16/2020	2181 COATES STREET PRESBYTERIAN CHU	25.00					
84499	9/16/2020	3063 CONLEY FOREST DO	85.00					
84500	9/16/2020	2645 CORE & MAIN LP	1,119.46					
84501	9/16/2020	2913 CULLIGAN WATER CONDITIONING	66.33					
84502	9/16/2020	2908 CUNNINGHAM VOGEL & ROST PC	7,227.85					
84503	9/16/2020	118 D & L TRENCHING INC	1,900.00					
84504	9/16/2020	194 DMC CONCRETE CONSTRUCTION	13,140.40					
84505	9/16/2020	3571 DMZ ENTERPRISE INC	38.85					
84506	9/16/2020	502 ECONOMY METALS INC	45.20					
84507	9/16/2020	695 ENGINEERING SURVEYS & SERVICES	2,746.56					
84508	9/16/2020	3139 EVOQUA WATER TECHNOLOGIES LLC	13,286.81					
84509	9/16/2020	6216 FARRIS DOOR & DECORATING, LLC	93.18					
84510	9/16/2020	3103 FASTENAL COMPANY	.00				VOID:	
84511	9/16/2020	3103 FASTENAL COMPANY	948.25					
84512	9/16/2020	699 FEDERAL EXPRESS	21.20					
84513	9/16/2020	2839 FUSION TECHNOLOGY LLC	.00				VOID:	
84514	9/16/2020	2839 FUSION TECHNOLOGY LLC	34,301.55					
84515	9/16/2020	702 FUSSELMAN SALVAGE CO	33.25					

ACCOUNTS PAYABLE CHECK REGISTER

#15.

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
84516	9/16/2020	3102	GATTS MOWING LLC			155.00				
84517	9/16/2020	303	GILMORE & BELL PC			500.00				
84518	9/16/2020	5883	GREATLIFE KANSAS CITY LLC			3,459.00				
84519	9/16/2020	1495	GUFFEY CHAD J			135.85				
84520	9/16/2020	6214	GUNN AMANDA			100.00				
84521	9/16/2020	1338	HAWKINS INC			1,404.10				
84522	9/16/2020	5912	HERITAGE HILLS/GREAT LIFE			19,663.55				
84523	9/16/2020	6208	HOWE MARCIA			25.00				
84524	9/16/2020	763	SUMNER ONE			237.46				
84525	9/16/2020	5650	IMIN CONTROLS LLC			610.00				
84526	9/16/2020	4347	JOHN DEERE FINANCIAL			.00			VOID:	
84527	9/16/2020	4347	JOHN DEERE FINANCIAL			433.18				
84528	9/16/2020	6206	KELLER JUDY			75.00				
84529	9/16/2020	5881	LINDSEY RENTALS & SALES			118.80				
84530	9/16/2020	1246	LOCHNER			3,997.17				
84531	9/16/2020	3015	LOWE'S HOME CENTERS, LLC			.00			VOID:	
84532	9/16/2020	3015	LOWE'S HOME CENTERS, LLC			1,665.44				
84533	9/16/2020	679	MARTECK			.00			VOID:	
84534	9/16/2020	679	MARTECK			1,599.54				
84535	9/16/2020	6213	MARTIN JENNIFER			25.00				
84536	9/16/2020	4066	METAL CULVERTS INC			727.52				
84537	9/16/2020	1694	MFA INCORPORATED			124.70				
84538	9/16/2020	96	MID-STATE PETROLEUM EQUIPMENT			280.25				
84539	9/16/2020	1726	MIDWEST ENVIR CONSULTANTS INC			613.75				
84540	9/16/2020	1756	MIRMA			2,275.17				
84541	9/16/2020	604	MISSOURI MUNICIPAL LEAGUE			45.00				
84542	9/16/2020	3041	MO ONE CALL SYSTEM INC			432.50				
84543	9/16/2020	1770	MO VOCATIONAL ENTERPRISES			2,412.89				
84544	9/16/2020	2740	MOBERLY AREA CHAMBER OF COMMER			16,917.68				
84545	9/16/2020	1921	MOBERLY LUMBER INC			658.28				
84546	9/16/2020	1935	MOBERLY MONITOR INDEX			.00			VOID:	
84547	9/16/2020	1935	MOBERLY MONITOR INDEX			2,121.35				
84548	9/16/2020	2970	NACWA			750.00				
84549	9/16/2020	2152	NEMO ELECTRIC CO INC			574.00				
84550	9/16/2020	2865	NEWMAN SIGNS INC			2,532.91				
84551	9/16/2020	2299	O'REILLY AUTOMOTIVE STORES INC			246.04				
84552	9/16/2020	1559	ORNBURN KRISTEE			75.00				
84553	9/16/2020	6211	PARK INK			973.40				
84554	9/16/2020	2166	PERSONNEL EVALUATION INC			60.00				
84555	9/16/2020	5727	PEST PRO SOLUTIONS INC			125.00				
84556	9/16/2020	2556	PETTY CASH			381.00				
84557	9/16/2020	5297	PRATHER JORDAN			25.00				
84558	9/16/2020	1343	PRIMARY PURPOSE			100.00				
84559	9/16/2020	5829	Q SECURITY SOLUTIONS			198.00				
84560	9/16/2020	1716	QUADIENT LEASING USA, INC			314.79				
84561	9/16/2020	415	RANDOLPH AREA YMCA			1,129.00				
84562	9/16/2020	503	RANDOLPH COUNTY EXCEL, INC			200.00				
84563	9/16/2020	2668	RANDOLPH COUNTY HISTORICAL SOC			5,000.00				
84564	9/16/2020	2593	RANDOLPH COUNTY RECORDER			14.00				
84565	9/16/2020	6118	S&A EQUIPMENT AND BUILDERS			79,229.15				
84566	9/16/2020	6215	SCHOOLER RENEE			100.00				
84567	9/16/2020	617	SCHULTE SUPPLY INC			3,533.94				
84568	9/16/2020	2610	BRENDLINGER ENTERPRISES INC			100.00				

ACCOUNTS PAYABLE CHECK REGISTER

#15.

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
84569	9/16/2020	5805	SMITH THERESA			4,992.00				
84570	9/16/2020	5639	SOCKET			.00			VOID:	
84571	9/16/2020	5639	SOCKET			4,402.86				
84572	9/16/2020	1849	SPRINT			.00			VOID:	
84573	9/16/2020	1849	SPRINT			1,530.74				
84574	9/16/2020	5700	STAPLES			563.06				
84575	9/16/2020	488	SUPERIOR ADVENTURE CENTER			61.95				
84576	9/16/2020	5954	THOMPSON RANDALL			150.00				
84577	9/16/2020	3797	THORNHILL ROMIE			75.00				
84578	9/16/2020	5960	TRAVELSTORYSGPS,LLC			2,590.00				
84579	9/16/2020	6207	TYDANCO, INC.D/B/A			156.63				
84580	9/16/2020	5688	UNFINISHED PIECES			639.44				
84581	9/16/2020	2644	USA BLUE BOOK			671.95				
84582	9/16/2020	2921	UTILITY SERVICE CO INC			17,415.11				
84583	9/16/2020	2647	VANDEVANTER ENGINEERING INC			2,389.20				
84584	9/16/2020	5927	WATERWORTH			7,480.00				
84585	9/16/2020	6210	WATSON SHAROLETT			25.00				
84586	9/16/2020	2656	WESTLAKE HARDWARE			.00			VOID:	
84587	9/16/2020	2656	WESTLAKE HARDWARE			.00			VOID:	
84588	9/16/2020	2656	WESTLAKE HARDWARE			914.23				
84589	9/16/2020	2658	WILLIS BROS INC			218,481.98				
84590	9/16/2020	5298	ZAMKUS AND ASSOCIATES LLC			3,000.00				
*20190815										
20190816	9/05/2020	1800	MO LAGERS			38,516.93		E-PAY	VOID: VOUCHER DID NOT PRINT	
20190817	9/08/2020	1800	MO LAGERS			38,516.93		E-PAY		
*20190818 Thru 20190819			(NOT IN SELECTED DATE RANGE)							
20190820	9/09/2020	5898	MOBERLY SOLAR, LLC			15,660.16		E-PAY		

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

BANK TOTALS:	
OUTSTANDING	669,308.10
CLEARED	.00

BANK 24 TOTAL	669,308.10
VOIDED	38,516.93

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
100 GENERAL FUND	72,774.52	72,774.52	.00	.00
102 NON-RESIDENT LODGING TAX	14,167.68	14,167.68	.00	.00
105 PAYROLL FUND	42,369.76	42,369.76	.00	38,516.93
110 SOLID WASTE FUND	68,215.88	68,215.88	.00	.00
114 HERITAGE HILLS GOLF CRSE	23,170.24	23,170.24	.00	.00
115 PARKS & RECREATION FUND	13,873.55	13,873.55	.00	.00
120 AIRPORT FUND	5,373.30	5,373.30	.00	.00
301 UTILITIES OP & MAINT	69,062.29	69,062.29	.00	.00
303 UTILITIES OP RESERVE	11,675.96	11,675.96	.00	.00
400 EMERGENCY TELEPHONE FUND	1,494.12	1,494.12	.00	.00
600 TRANSPORTATION TRUST FUND	313,762.88	313,762.88	.00	.00
601 STREET IMPROVEMENT FUND	23,270.52	23,270.52	.00	.00
911 DOWNTOWN CID SALES TAX	5,097.40	5,097.40	.00	.00
912 DOWNTOWN CID PROP TAX	5,000.00	5,000.00	.00	.00

ACCOUNTS PAYABLE CHECK REGISTER

#15.

BANK# BANK NAME
CHECK# DATE

ACCOUNT# NAME

CHECK AMOUNT CLEARED MANUAL VOID REASON FOR VOID

ACCOUNTS PAYABLE CHECK REGISTER

*** CHECK SUMMARY ***

#15.

BANK#	BANK NAME	DESCRIPTION
CHECK#		

24 DISBURSEMENTS

84459 Thru	84463	Accounts Payable Checks
84464 Thru	84470	Utility Billing Checks
84471 Thru	84590	Accounts Payable Checks

20190816 Thru	20190820	Accounts Payable E-Pay
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141

ACCOUNTS PAYABLE CHECK REGISTER

#15.

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
34 HEALTH TRUST FUND										
17250358		9/04/2020		3331	HEALTH PLAN	42,451.50				E-PAY
17250359		9/11/2020		3331	HEALTH PLAN	7,095.20				E-PAY

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

BANK TOTALS:	
OUTSTANDING	49,546.70
CLEARED	.00

BANK 34 TOTAL	49,546.70
VOIDED	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
995 HEALTH TRUST	49,546.70	49,546.70	.00	.00

REPORT TOTALS:	
OUTSTANDING	718,854.80
CLEARED	.00

GRAND TOTAL	718,854.80
VOIDED	38,516.93

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
100 GENERAL FUND	72,774.52	72,774.52	.00	.00
102 NON-RESIDENT LODGING TAX	14,167.68	14,167.68	.00	.00
105 PAYROLL FUND	42,369.76	42,369.76	.00	38,516.93
110 SOLID WASTE FUND	68,215.88	68,215.88	.00	.00
114 HERITAGE HILLS GOLF CRSE	23,170.24	23,170.24	.00	.00
115 PARKS & RECREATION FUND	13,873.55	13,873.55	.00	.00
120 AIRPORT FUND	5,373.30	5,373.30	.00	.00
301 UTILITIES OP & MAINT	69,062.29	69,062.29	.00	.00
303 UTILITIES OP RESERVE	11,675.96	11,675.96	.00	.00
400 EMERGENCY TELEPHONE FUND	1,494.12	1,494.12	.00	.00
600 TRANSPORTATION TRUST FUND	313,762.88	313,762.88	.00	.00
601 STREET IMPROVEMENT FUND	23,270.52	23,270.52	.00	.00
911 DOWNTOWN CID SALES TAX	5,097.40	5,097.40	.00	.00
912 DOWNTOWN CID PROP TAX	5,000.00	5,000.00	.00	.00
995 HEALTH TRUST	49,546.70	49,546.70	.00	.00

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

#15.

BANK#	BANK NAME	DESCRIPTION
CHECK#		

34 HEALTH TRUST FUND

17250358 Thru 17250359 Accounts Payable E-Pay

City of Moberly City Council Agenda Summary

Agenda Number: #16.
 Department: City Manager
 Date: September 21, 2020

Agenda Item: Department Head Monthly Reports

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

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

Recommended

Action: Just for your review

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

COMMUNITY DEVELOPMENT/PUBLIC WORKS MONTHLY REPORT

August 2020

A. PROJECTS

Community Development

Fennel Complex – City crews installed two concrete footers for Nate Hindle, the mason to construct the concrete block end cap wall and center support wall for the JT Cross lumber wall remaining East wall. Richard Warren worked with him to install drilled anchor with outside plates to hold it tight. We need to add one more bracing star in the upper parapet wall, then we will be ready to remove outside wooden bracing, which should be the week of Sept 20th.



Demolition Grant – Carla has gotten all but one of the first 23 agreements executed, and she has talked with that property owner and they are scheduled to come in. Holman, the approved contractor for the demo's has signed all the contracts. We should be ready to go by the end of September.

Glass Recycling – We are collecting a fair amount of materials; however, residents continue to place the boxes and bags they use for containers into the bins. Advanced has been concerned this will get them fined for having loose trash on-site in the glass bin. Employees have had to dig this material out. We have discussed placing a trash container next to the bins so that people dropping off can dispose of their box or bag, however we are confident that this trash bin would be a regular target for people to dispose of their trash in it. We got our first loads of trash in the glass bin this week. Emily is working to relocate the cameras so we can better see license plate faces of people dropping off these materials.

Welcome Signage – City crews bored the holes for the new welcome sign at 24 East, and Mattox got it erected. As Mattox can work them in, they plan to erect the other sign on 24 West in the next few days and the ones on 63 the week of Sept. 20th. We were concerned they might be a little small, but they are a very good size for the 24 locations, and since we were able to move them closer to the highway with the breakaway poles, they should be adequately sized at all four locations.



Former Woodland Hospital – The sewer line under the future building is completed and it extended across Virginia St. The area is now backfilled, and they are making decent progress on the site.

Public Works

Inmate Labor – The Prison has completed Covid testing and all results were negative. I had assumed I would get some inmates back shortly after that, but still have not gotten any back. We are without all our summer help, so it is a continuing struggle to keep up with our work loads, especially mowing.

Shepherd Brothers Blvd Sidewalk – All backfilled and seeded and the concrete plant has filled the new island area by their place with decorative rock to keep maintenance low. Emily has arranged a formal ribbon cutting for the section of sidewalk on Tuesday the 22nd at 10:00 am.

Harrison & Garfield – Willis Brothers has been applying the strawed mulch mats over the dressed/seeded dirt backfill. This is giving the project more of a finished feel. They still have to extend a drainage pipe along Harrison, North across Carpenter to pick up some drainage from a few homes and ditch and replace some culvert pipes on the North end of Harrison. The timing goal for these is the end of September, prior to Capital doing their paving work

Fox Park Detention – Willis is using the good topsoil from this project to backfill Harrison & Garfield and have an outside agreement with the Parks Dept to use some of the clay from the basin to build up the adjacent ballfield in fox park. We have made some modifications that will increase the capacity and detention times of this basin which will significantly decrease the impact of stormwater downstream. I am looking forward to seeing it after completion during a heavy rain event.

Kiwanis Detention – As you know, we got the land acquisition for the adjoining 1.5 acres, and the contractor Jeremy Sapp has cleared all the trees and is currently hauling out the dirt for the detention basin. The total area for this basin is just under 4 acres. He hopes to have it completed by Saturday Sept. 19th, weather permitting. As you can tell from the picture, this will be a large water feature for the park and a significant stormwater detention area.



Trail Benches – We have had a few people want to have benches installed along trails as a memorial or donation feature. We have required them to use the powder coated steel benches manufactured by the prison. Recently we have had two more purchased by Peggy Swon, and we are discussing locations and spacing for them so that we don't have one every few hundred feet. Larry Schnell also purchased three but will have them along the sidewalks and fountains inside of his Lantern Pointe development.

Fiesta Parking – We have been working with them for some time to come to an agreeable layout on their parking lot. They had cars parking in the r/w and driving over the grass rutting it up and we placed large barriers in there that they would like to revise and make it look nice and increase their parking. They have approached us with a plan that will pave additional parking and install some landscaping. We will work together to install some curbing along Sturgeon at this time and later along Logan.

Airport – We have received contracts signed by the contractor. They are ready for execution by the City at this point.

- Manage all City of Moberly social media accounts, City’s website
- Created press releases and dispersed them to media outlets
- Continued discussion regarding mural/banner project
- Virtually attended bi-weekly City Council meetings BCBH Coalition Meeting at Randolph Co. Health Dept. and participating in coalition
- Wrapping up the glass recycling grant.
- Correspondence with Omar Bradley EAA Chapter, continued creation of EAA chapter duties.
- Worked with Carla on continuing to administer demo grant.
- Created promo videos for public utilities and public works
- NIMS trainings
- Began promotion of Moberly Mess Busters.
- Continued work on the historical walking tour app and had an open meeting.
- Discussion, planning and execution of plans for COVID-19 response.
- Coordinated webinar for possible website switch.

Cemetery Department

There were three (3) grave lots sold; four (4) graves opened; and five (5) monument permit sold during the month of August.

Cemetery staffing – The Prison has completed Covid testing and all results were negative. I had assumed I would get some inmates back shortly after that, but still have not gotten any back. We are without all our summer help, so it is a continuing struggle to keep up with our work loads, especially mowing.

Cemetery Mowers – The 16’ and 17’ hustlers recently sold on purple wave we were facing significant repairs for both of them. The one with the worst issues brought \$2,860 and the better of the two brought \$2,750, and we disclosed the issues? These funds will be put back into the 601-gas tax account that the new ones were purchased out of to offset those costs.

B. Planning & Zoning Commission

The Planning and Zoning Commission for the City of Moberly had a meeting for the month of August.

1. Notice of a Public Hearing for a site plan review submitted by Jared Hil for a proposed larger and improved pharmacy at 800 & 820 N Morley St. This location is currently zoned B-3 (General Commercial District).
2. Notice of Public Hearing for a site plan review submitted by L&J Development on behalf of Fusion Technology for a proposed new building at 210 W Rollins St. This location is currently zoned B-3 (General Commercial District).

C. Code Enforcement

Month of August: Rick

- Completed 30 building inspections.
- Issued 16 permits to contractors
- Completed 17 Residential occupancy inspections

- Underground inspections continue on Plumrose facility at 100 McKeown Pkwy.
- Report on 800 block of N Morley and 210 W Rollins for Planning and Zoning.
- Contacted Jim Roberts on filling in drainage way.
- Several inspections on interior of Moberly Inn
- Violation letter 1816 Ronda Ct carport removed.
- 15 notices sent on vegetation violations and 3 yards abated.
- Remainder of month was issuing permits, answering phones, code violations, commercial occupancy permits and zoning matters.

Month of August: Karen

- Worked only for half days most of the month. Did paperwork for the guys when they did occupancy inspections.

Month of August: Aaron

- August took off quickly and has slowed down slightly with Karen coming back to work. Residential construction is going at full steam right now, two large projects and two smaller projects are underway in the Commercial sector as well. Planning and Zoning met, and items were forwarded on. We continue to have meetings with property owners about zoning regulations, setbacks, possible developments, and where they can and cannot locate improvements to their lands.
- Commercial and Residential inspections along with planning and zoning activity. (plan reviews: 5 zoning reviews:2 permits issued: 32 Commercial Inspections: 6 Residential Inspections: 72 Historic Preservation Inquiries: 3 Business License Reviews: 5
- With respect to Code Enforcement of nuisances, we received calls and followed up on those complaints or inquiries. Several letters were started, and several abatements were sent out. There were 4 abatements executed and the remainder were complied with at the time. Some complaints were not something that could be addressed, and some were items that the person on property is working towards correcting. We are keeping an eye on these items but starting again to gather sites that can be lumped together in an abatement effort for the contractor doing cleanups to have a more beneficial trip to town.

City of Moberly - Street Department					
Man-Hours Allocated by Task, Materials Used & Purchased - Month & Year					
<i>MAINTENANCE FACILITY</i>					
	Hours	O/T	Loads	Tons	Cost
Compost Mixing	0	0	0	0	\$0.00
Load Compost, Millings, & Mulch	10	0	31	0	\$0.00
Sand, Salt, & Geomelt Mixing	0	0	0	0	\$0.00
Tub Grinder Operation	13	0	0	0	\$0.00
Winter Weather Equipment Preparations	0	0	0	0	\$0.00
<i>ROADS & ALLEYWAYS</i>					
	Hours	O/T	Loads	Tons	Cost
Alleys, Grade & Rock	0	0	0	0	\$0.00
Catch Basin Maintenance	2	0	0	0	\$0.00

#16.

Crack Sealing	20	0	19	0	\$0.00
Culvert Flushing	6	0	0	0	\$0.00
Culvert Installation	40	0	0	0	\$0.00
Curb Repair	0	0	0	0	\$0.00
Ditch Maintenance	116	0	0	0	\$0.00
Ice & Snow Removal	0	0	0	0	\$0.00
Milling	0	0	0	0	\$0.00
Mowing, Right-Of-Ways	85	0	0	0	\$0.00
Rock Loaded/Hauled	44	0	0	0	\$0.00
Street Repair & Maintenance	130	0	0	0	\$0.00
Street Sign Maintenance	28	0	0	0	\$0.00
Street Sweeper Operation	22	0	10	0	\$0.00
Street Sweepings Hauled To Disposal	0	0	0	0	\$0.00
Weedeating & Brush Removal, Alleys	0	0	0	0	\$0.00
Weedeating & Brush Removal, Streets	21	0	0	0	\$0.00
Weedkiller Application, Alleys	0	0	0	0	\$0.00
Weedkiller Application, Streets	16	0	0	0	\$0.00

MISCELLANEOUS

	Hours	O/T	Loads	Tons	Cost
Inmate Labor	0	0	0	0	\$0.00
Mowing, City Lots	110	0	0	0	\$0.00
Outer Road Fill Dump Site Grading	11	0	0	0	\$0.00
Sidewalk Maintenance	96	0	0	0	\$0.00
Trash Removal & Clean-Up, Downtown	16	0	45	0	\$0.00
Trash Removal & Clean-Up, All Wards	0	0	0	0	\$0.00

FACILITIES & EQUIPMENT MAINTENANCE

	Hours	O/T	Loads	Tons	Cost
Airport Maintenance	24	0	0	0	\$0.00
Building Maintenance	8	0	0	0	\$0.00
Cemetery Maintenance	520	0	0	0	\$0.00
Grounds Maintenance	21	0	0	0	\$0.00
Landfill Maintenance	0	0	0	0	\$0.00
Maintenance Facility Maintenance	16	0	0	0	\$0.00
Wash Trucks & Equipment	0	0	0	0	\$0.00

MATERIALS PURCHASED

	Loads	Tons	Cubic Yards	Gallons	Cost

Asphalt	0	0	0	0	\$0.00	#16.
Road Marking Paint, White	0	0	0	0	\$0.00	
Road Marking Paint, Yellow	0	0	0	0	\$0.00	
Salt	0	0	0	0	\$0.00	
Sand	0	0	0	0	\$0.00	

MECHANIC WORK PERFORMED

	Units	Hours
Routine Service	11	27.5
Maintenance And Repair	17	36

City of *Moberly!*

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

General Information

- Sales tax revenues continue to surpass last YTD, more people shopping local.
- The auditors were on-site August 3 for some preliminary work, they will be back the week of September 14 for the regular audit. Matt and I worked extensively throughout the month preparing for their arrival.
- I attended the Randolph County Collector tax sale on August 24 & 25 and purchased 4 pieces of property. One was a connecting lot which we will sell to the property owner of the three adjoining lots, planned for future development. The remaining three lots will be retained for infill development.
- The Caselle software implementation is finally on the schedule for September 8. This is just the preliminary step, but at least the ball is beginning to roll. It will be a few months before we actually begin working in earnest, but there is a lot of background detail that has to be put in place before then.

Sales Tax Revenues

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

General Fund	+11.76%	Parks	+12.21%	Capital Improvement	+12.21%
Transportation	+12.18%	Use Tax	+5.10%	Downtown CID	-6.72%

Employee Health Insurance

Health claims	\$95,282.57	Pharmaceutical claims	\$27,328.24
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Health Insurance Budgeted Line Items (**. **.5103)

<u>Contribution This Month</u>	<u>Contributions YTD</u>	<u>Budget</u>	<u>Remaining</u>
\$113,559.85	\$228,557.70	\$1,571,565.88	\$1,343,008.18

Health Trust Fund Cash Balance

	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021
July	\$868,756.32	\$953,912.59	\$959,446.10	\$789,647.32	\$600,499.65	\$452,115.58	\$350,783.18
August	\$874,161.89	\$950,828.33	\$978,085.80	\$800,479.76	\$558,026.39	\$289,833.52	\$353,291.19
September	\$974,093.54	\$1,000,905.00	\$974,427.10	\$684,692.43	\$519,407.60	\$239,111.95	
October	\$946,611.09	\$1,008,278.61	\$990,003.69	\$665,224.98	\$533,065.43	\$161,101.66	
November	\$983,197.01	\$1,000,000.00	\$1,000,000.00	\$689,931.75	\$521,176.81	\$161,006.25	
December	\$999,278.76	\$1,002,488.15	\$867,421.94	\$524,297.94	\$521,228.06	\$244,153.89	
January	\$1,000,000.00	\$997,205.10	\$888,519.67	\$590,612.39	\$549,457.98	\$309,105.79	
February	\$996,307.51	\$1,001,764.14	\$815,725.20	\$712,106.49	\$559,700.67	\$297,198.27	
March	\$1,000,000.00	\$980,176.79	\$762,230.98	\$587,567.48	\$578,509.63	\$273,648.37	
April	\$880,223.00	\$968,681.17	\$710,720.45	\$640,541.51	\$599,662.04	\$278,933.28	
May	\$899,497.24	\$1,000,000.00	\$762,796.66	\$608,960.67	\$543,627.95	\$309,247.58	
June	\$911,402.69	\$1,000,000.00	\$807,724.83	\$569,163.71	\$512,223.04	\$360,812.59	


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



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

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

August 2020



Gregory L. Hodge, City Treasurer

City of Moberly Cash Balance Report - August 2020

Fund #	Fund Name	Beginning Cash Balance	Revenues	Transfers In	Expenditures	Transfers Out	Ending Cash Balance
100	General	837,352.71	582,931.00		376,327.64	22,333.33	1,021,622.74
102	Non-Resident Lodging Tax	154,588.27	3,441.08		7,500.00		150,529.35
105	Payroll	537,233.36	36.37		5,031.35		532,238.38
110	Solid Waste	600,989.56	90,540.15		88,476.79		603,052.92
114	Heritage Hills Golf Course	-	-	40,231.34	40,231.34		-
115	Parks and Recreation	11,968.20	21,841.50	99,887.79	117,243.59		16,453.90
116	Park Sales Tax	452,100.31	114,282.57		-	140,119.13	426,263.75
120	Airport	(174,537.52)	151,419.16		37,618.12		(60,736.48)
125	Perpetual Care Cemetery Sales	7,086.23	3,150.00		-		10,236.23
126	Perpetual Care Cemetery Investment	479,457.05	23.94		5,431.06		474,049.93
137	Use Tax Trust	248,656.02	18.23		-		248,674.25
140	Veterans Memorial Flag Project	40,670.03	2.98		-		40,673.01
141	Community Betterment	3,362.59	-	1,500.00	-		4,862.59
300	Utilities Collection	-	540,674.19		16,524.69	524,149.50	-
301	Utilities Operation and Maintenance	60,056.88	-	202,781.92	203,014.21		59,824.59
302	Utilities Replacement	660,542.58	-	4,125.00	-		664,667.58
303	Utilities Operating Reserve	1,226,979.39	141.80	161,115.18	25,317.71		1,362,918.66
306	Utilities Consumer Security	207,303.55	-		502.06		206,801.49
307	Sugar Creek Lake Fund	57,702.42	4.23		-		57,706.65
377	2004B SRF Bonds Debt Service	1,078,841.53	79.05	43,150.05	37,900.15		1,084,170.48
378	2006A SRF Bonds Debt Service	1,549,892.38	113.62	36,862.81	27,495.96		1,559,372.85
379	2004C Bond Debt Service	74,314.15	5.43	29,710.00	26,187.97		77,841.61
380	2008A Bonds Debt Service	66,072.66	4.77	15,133.02	38,349.64		42,860.81
381	ESP Projects Debt Service	(15,236.36)	-	76,114.54	-		60,878.18
Escrow		<u>1,016,643.73</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,016,643.73</u>
Total CWWSS (funds 300-381 + escrow)		5,983,112.91	541,023.09	568,992.52	375,292.39	524,149.50	6,193,686.63
304	Capital Improvement Trust	1,065,147.80	110,072.22		23,353.86	44,843.02	1,107,023.14

City of Moberly Cash Balance Report - August 2020

Fund #	Fund Name	Beginning Cash Balance	Revenues	Transfers In	Expenditures	Transfers Out	Ending Cash Balance
400	911 Emergency Telephone	(1,675.35)	67,151.31	20,833.33	21,795.12		64,514.17
406	Inmate Security Fund	13,402.32	76.98		-		13,479.30
408	Police Forfeiture Fund	4,320.59	-		-		4,320.59
600	Transportation Trust	912,138.02	273,308.21		629,612.52		555,833.71
601	Street Improvement	529,443.48	31,764.14		29,801.94		531,405.68
900	MODAG Grant/Loan	21,784.25	1.60		-		21,785.85
901	Misc. Project Residuals	150,008.86	10.99		-		150,019.85
903	Ameren MO Solar Rebates	362,670.00	-		-		362,670.00
905	ICSC/Buxton Scholarship	6,622.89	5,000.49		-		11,623.38
908	Railcar Preservation Fund	587.22	0.04		-		587.26
909	Lucille Manor CDBG Reimbursement	209,317.76	1,917.43		-		211,235.19
911	Downtown CID Sales Tax	31,204.27	5,427.46		700.00		35,931.73
912	Downtown CID Property Tax	218,910.88	8,411.97		1,725.00		225,597.85
995	Health Trust	350,783.18	163,920.09		161,412.08		353,291.19
995	Investments	-	-	-	-	-	-
Total Health Trust		350,783.18	163,920.09	-	161,412.08	-	353,291.19
Total Cash		13,056,705.89	2,175,773.00	731,444.98	1,921,552.80	731,444.98	13,310,926.09
Less Escrow Accounts		(1,016,643.73)					(1,016,643.73)
Less Investments		-					-
Less Petty Cash		(2,950.00)					(2,950.00)
Net Cash per Bank Cash Report		12,037,112.16	2,175,773.00	731,444.98	1,921,552.80	731,444.98	12,291,332.36

City of Moberly Budget Comparison Report - August 2020

		Percentage of Year Completed								16.67%
		Revenues				Expenditures				
Fund #	Fund Name	Month	Year to Date	Total Budget	% of Budget	Month	Year to Date	Total Budget	% of Budget	
100	General	563,995.52	1,264,225.37	7,971,000.94	15.86%	398,660.97	1,362,903.26	7,971,000.94	17.10%	
102	Non-Resident Lodging Tax	3,440.21	10,850.64	93,800.00	11.57%	7,500.00	15,620.50	93,800.00	16.65%	
105	Payroll	36.37	65.10	0.00	0.00%	1,883.59	3,294.32	0.00	0.00%	
110	Solid Waste	90,540.15	181,367.12	1,075,500.00	16.86%	88,028.58	175,609.26	1,053,050.25	16.68%	
114	Heritage Hills Golf Course	40,231.34	131,130.29	245,000.00	53.52%	40,231.34	131,130.29	245,000.00	53.52%	
115	Parks and Recreation	117,243.59	289,995.66	1,849,358.68	15.68%	117,243.59	288,287.37	1,849,358.68	15.59%	
116	Park Sales Tax	114,282.57	245,273.17	1,235,750.00	19.85%	140,119.13	328,557.44	1,232,058.68	26.67%	
120	Airport	117,353.44	173,204.30	6,718,363.61	2.58%	37,618.12	74,619.31	6,718,363.61	1.11%	
125	Perpetual Care Cemetery Sales	3,150.00	3,175.00	20,000.00	15.88%	0.00	0.00	20,000.00	0.00%	
126	Perpetual Care Cemetery Investment	23.94	49.93	24,750.00	0.20%	0.00	0.00	4,750.00	0.00%	
140	Veterans Memorial Flag Project	2.76	754.90	3,450.00	21.88%	0.00	98.50	2,500.00	3.94%	
300	Utilities Collection	531,503.06	1,034,032.30	5,901,662.80	17.52%	540,674.19	1,033,769.76	5,901,662.80	17.52%	
301	Utilities Operation and Maintenance	202,781.92	510,624.19	4,314,196.79	11.84%	202,781.92	510,834.98	4,314,196.79	11.84%	
302	Utilities Replacement	4,125.00	8,250.00	49,000.00	16.84%	0.00	0.00	0.00	0.00%	
303	Utilities Operating Reserve	161,247.05	238,526.11	269,817.91	88.40%	25,317.71	34,718.50	174,206.14	19.93%	
304	Capital Improvement Trust	102,173.84	224,221.57	1,140,750.00	19.66%	68,196.88	231,289.90	1,942,141.24	11.91%	
307	Sugar Creek Lake Fund	3.91	709.47	1,400.00	50.68%	0.00	0.00	0.00	0.00%	
377	2004B SRF Bonds Debt Service	43,223.10	86,430.54	528,800.60	16.34%	37,900.15	76,064.85	471,818.75	16.12%	
378	2006A SRF Bonds Debt Service	36,967.75	73,913.51	457,353.72	16.16%	27,495.96	66,511.14	403,412.50	16.49%	
379	2004C Bond Debt Service	29,715.03	59,428.83	357,070.00	16.64%	26,187.97	52,646.50	325,200.00	16.19%	
380	2008A Bonds Debt Service	15,137.50	30,273.25	182,146.24	16.62%	38,349.64	38,540.54	165,769.30	23.25%	
381	ESP Projects Debt Service	76,114.54	76,114.54	0.00	0.00%	0.00	11,579.55	0.00	0.00%	
400	911 Emergency Telephone	70,973.20	113,975.88	582,050.00	19.58%	21,795.12	69,805.61	566,908.93	12.31%	
406	Inmate Security Fund	76.91	124.12	1,300.00	9.55%	0.00	0.00	0.00	0.00%	
600	Transportation Trust	273,308.21	395,111.08	2,462,350.00	16.05%	563,537.57	1,372,764.83	2,969,600.00	46.23%	
601	Street Improvement	31,760.59	63,243.39	390,000.00	16.22%	29,801.94	166,601.61	605,850.00	27.50%	
903	Ameren MO Solar Rebates	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
905	ICSC/Buxton Scholarship	5,000.45	5,000.94	0.00	0.00%	0.00	0.00	0.00	0.00%	

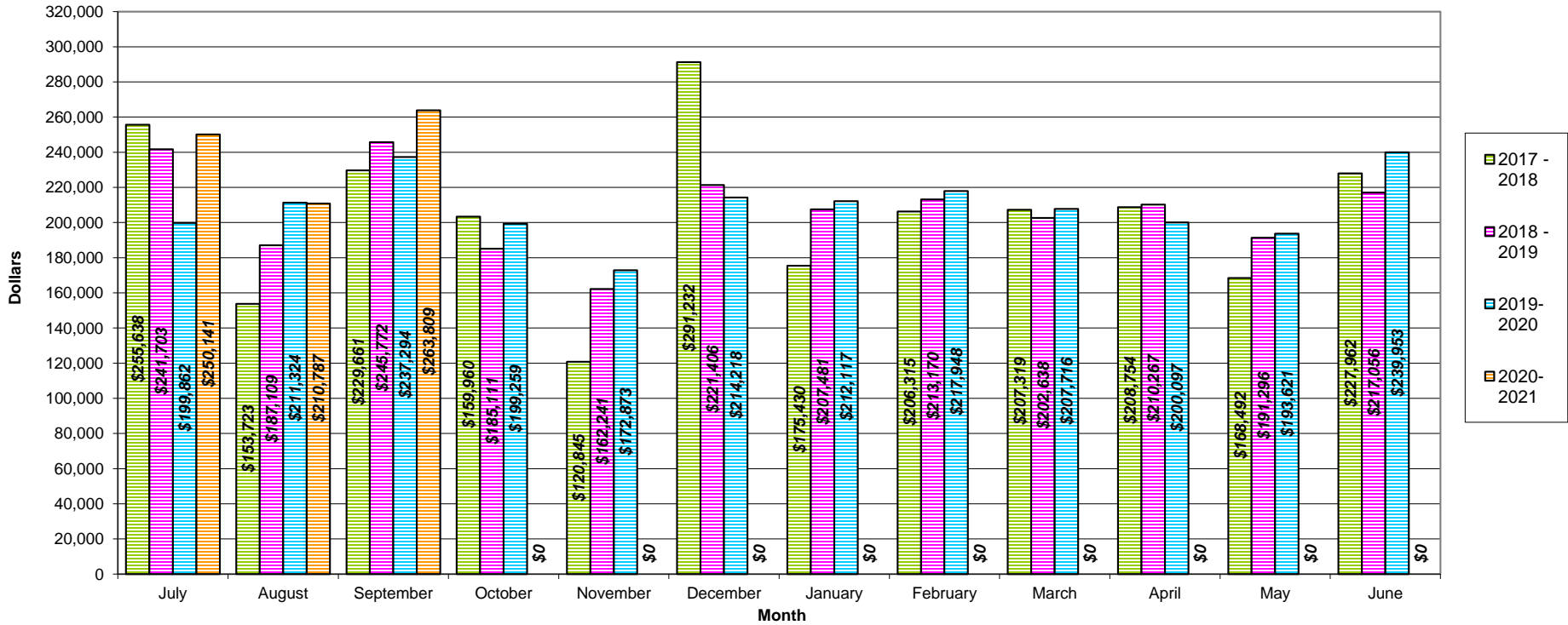
City of Moberly Budget Comparison Report - August 2020

		Percentage of Year Completed								16.67%
		Revenues				Expenditures				
Fund #	Fund Name	Month	Year to Date	Total Budget	% of Budget	Month	Year to Date	Total Budget	% of Budget	
908	Railcar Preservation Fund	0.04	0.07	0.00	0.00%	0.00	0.00	0.00	0.00%	
909	Lucille Manor CDBG Reimbursement	1,916.27	3,829.46	24,825.20	15.43%	0.00	0.00	0.00	0.00%	
911	Downtown CID Sales Tax	5,427.31	8,955.01	56,500.00	15.85%	700.00	1,210.00	56,000.00	2.16%	
912	Downtown CID Property Tax	6,952.64	15,360.05	271,000.00	5.67%	1,725.00	4,137.50	269,500.00	1.54%	
995	Health Trust	163,920.09	279,148.68	0.00	0.00%	161,412.08	286,670.08	0.00	0.00%	
TOTALS		2,812,628.30	5,527,364.34	36,227,196.49	15.26%	2,577,161.45	6,337,265.60	37,356,148.61	16.96%	

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

	2017 - 2018				2018 - 2019				2019-2020				2020-2021			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	10.44%	\$255,638	22.82%	22.82%	9.73%	\$241,703	-5.45%	-5.45%	7.97%	\$199,862	-17.31%	-17.31%	34.51%	\$250,141	25.16%	25.16%
August	6.28%	\$153,723	-3.98%	11.17%	7.53%	\$187,109	21.72%	4.75%	8.43%	\$211,324	12.94%	-4.11%	29.08%	\$210,787	-0.25%	12.10%
September	9.38%	\$229,661	-6.04%	4.31%	9.89%	\$245,772	7.02%	5.57%	9.47%	\$237,294	-3.45%	-3.87%	36.40%	\$263,809	11.17%	11.76%
October	8.30%	\$203,337	4.47%	4.35%	7.45%	\$185,111	-8.96%	2.06%	7.95%	\$199,259	7.64%	-1.39%	0.00%	\$0		
November	4.94%	\$120,845	-16.62%	1.15%	6.53%	\$162,241	34.26%	6.10%	6.90%	\$172,873	6.55%	-0.13%	0.00%	\$0		
December	11.89%	\$291,232	49.86%	9.41%	8.91%	\$221,406	-23.98%	-0.88%	8.55%	\$214,218	-3.25%	-0.68%	0.00%	\$0		
January	7.16%	\$175,430	-27.94%	2.87%	8.35%	\$207,481	18.27%	1.47%	8.46%	\$212,117	2.23%	-0.27%	0.00%	\$0		
February	8.43%	\$206,315	17.51%	4.51%	8.58%	\$213,170	3.32%	1.70%	8.70%	\$217,948	2.24%	0.05%	0.00%	\$0		
March	8.47%	\$207,319	2.25%	4.25%	8.15%	\$202,638	-2.26%	1.25%	8.29%	\$207,716	2.51%	0.32%	0.00%	\$0		
April	8.53%	\$208,754	10.15%	4.82%	8.46%	\$210,267	0.72%	1.20%	7.98%	\$200,097	-4.84%	-0.20%	0.00%	\$0		
May	6.88%	\$168,492	-4.09%	4.09%	7.70%	\$191,296	13.53%	2.14%	7.73%	\$193,621	1.22%	-0.08%	0.00%	\$0		
June	9.31%	\$227,962	20.91%	5.45%	8.73%	\$217,056	-4.78%	1.49%	9.57%	\$239,953	10.55%	0.85%	0.00%	\$0		
Total	100.00%	\$2,448,705			100.00%	\$2,485,248			100.00%	\$2,506,282			100.00%	\$724,737		

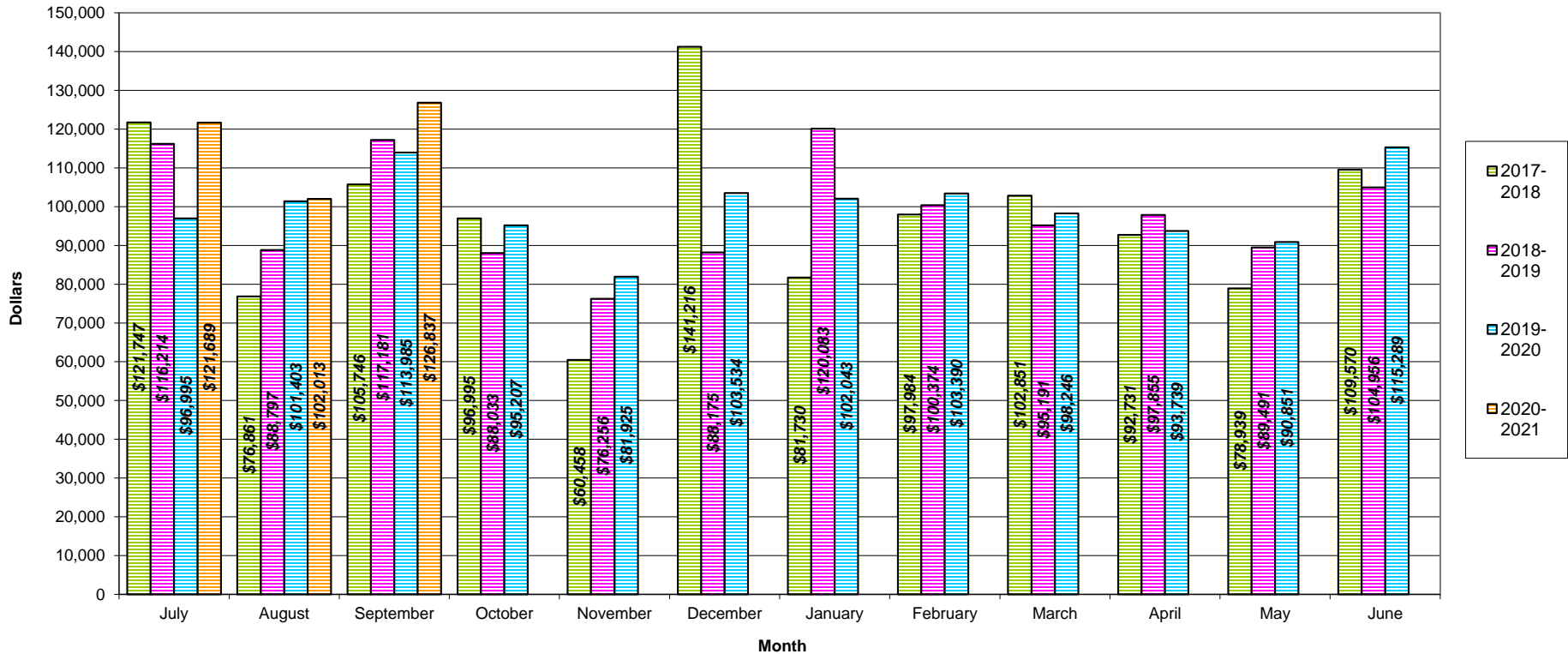
Annual Comparison by Month



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

	2017-2018				2018-2019				2019-2020				2020-2021			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	10.43%	\$121,747	20.22%	20.22%	9.83%	\$116,214	-4.54%	-4.54%	8.11%	\$96,995	-16.54%	-16.54%	34.71%	\$121,689	25.46%	25.46%
August	6.59%	\$76,861	-3.17%	9.94%	7.51%	\$88,797	15.53%	3.22%	8.47%	\$101,403	14.20%	-3.23%	29.10%	\$102,013	0.60%	12.75%
September	9.06%	\$105,746	-7.21%	3.31%	9.91%	\$117,181	10.81%	5.86%	9.53%	\$113,985	-2.73%	-3.04%	36.18%	\$126,837	11.28%	12.21%
October	8.31%	\$96,995	5.23%	3.77%	7.44%	\$88,033	-9.24%	2.21%	7.96%	\$95,207	8.15%	-0.64%	0.00%			
November	5.18%	\$60,458	-15.09%	0.83%	6.45%	\$76,256	26.13%	5.34%	6.85%	\$81,925	7.43%	0.62%	0.00%			
December	12.10%	\$141,216	52.62%	9.54%	7.46%	\$88,175	-37.56%	-4.70%	8.65%	\$103,534	17.42%	3.20%	0.00%			
January	7.00%	\$81,730	-29.92%	2.64%	10.15%	\$120,083	46.93%	1.46%	8.53%	\$102,043	-15.02%	0.05%	0.00%			
February	8.40%	\$97,984	12.39%	3.77%	8.49%	\$100,374	2.44%	1.58%	8.64%	\$103,390	3.00%	0.42%	0.00%			
March	8.81%	\$102,851	12.50%	4.71%	8.05%	\$95,191	-7.45%	0.53%	8.21%	\$98,246	3.21%	0.72%	0.00%			
April	7.95%	\$92,731	2.14%	4.46%	8.27%	\$97,855	5.53%	1.01%	7.83%	\$93,739	-4.21%	0.23%	0.00%			
May	6.77%	\$78,939	-8.27%	3.39%	7.57%	\$89,491	13.37%	1.93%	7.59%	\$90,851	1.52%	0.34%	0.00%			
June	9.39%	\$109,570	21.54%	4.86%	8.87%	\$104,956	-4.21%	1.35%	9.63%	\$115,289	9.85%	1.18%	0.00%			
Total	100.00%	\$1,166,827			100.00%	\$1,182,605			100.00%	\$1,196,607			100.00%	\$350,539		

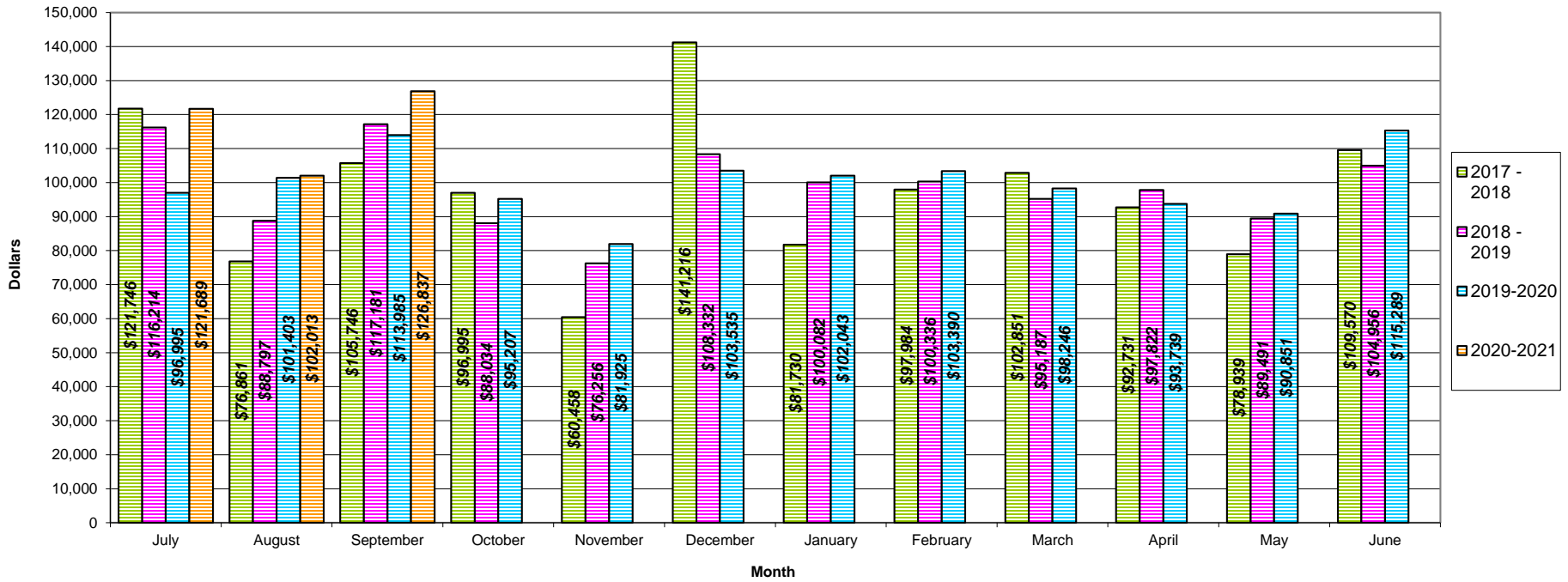
Annual Comparison by Month



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

	2017 - 2018				2018 - 2019				2019-2020				2020-2021			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	10.43%	\$121,746	20.22%	20.22%	9.83%	\$116,214	-4.54%	-4.54%	8.11%	\$96,995	-16.54%	-16.54%	34.71%	\$121,689	25.46%	25.46%
August	6.59%	\$76,861	-3.17%	9.94%	7.51%	\$88,797	15.53%	3.22%	8.47%	\$101,403	14.20%	-3.23%	29.10%	\$102,013	0.60%	12.75%
September	9.06%	\$105,746	-7.21%	3.31%	9.91%	\$117,181	10.81%	5.86%	9.53%	\$113,985	-2.73%	-3.04%	36.18%	\$126,837	11.28%	12.21%
October	8.31%	\$96,995	5.23%	3.77%	7.44%	\$88,034	-9.24%	2.21%	7.96%	\$95,207	8.15%	-0.64%	0.00%			
November	5.18%	\$60,458	-15.09%	0.83%	6.45%	\$76,256	26.13%	5.34%	6.85%	\$81,925	7.43%	0.62%	0.00%			
December	12.10%	\$141,216	52.62%	9.54%	9.16%	\$108,332	-23.29%	-1.36%	8.65%	\$103,535	-4.43%	-0.30%	0.00%			
January	7.00%	\$81,730	-29.92%	2.64%	8.46%	\$100,082	22.45%	1.48%	8.53%	\$102,043	1.96%	0.03%	0.00%			
February	8.40%	\$97,984	12.39%	3.77%	8.48%	\$100,336	2.40%	1.60%	8.64%	\$103,390	3.04%	0.41%	0.00%			
March	8.81%	\$102,851	12.50%	4.71%	8.05%	\$95,187	-7.45%	0.55%	8.21%	\$98,246	3.21%	0.71%	0.00%			
April	7.95%	\$92,731	2.14%	4.46%	8.27%	\$97,822	5.49%	1.01%	7.83%	\$93,739	-4.17%	0.23%	0.00%			
May	6.77%	\$78,939	-8.27%	3.39%	7.57%	\$89,491	13.37%	1.94%	7.59%	\$90,851	1.52%	0.33%	0.00%			
June	9.39%	\$109,570	21.54%	4.86%	8.87%	\$104,956	-4.21%	1.36%	9.63%	\$115,289	9.85%	1.18%	0.00%			
Total	100.00%	\$1,166,827			100.00%	\$1,182,688			100.00%	\$1,196,609			100.00%	\$350,539		

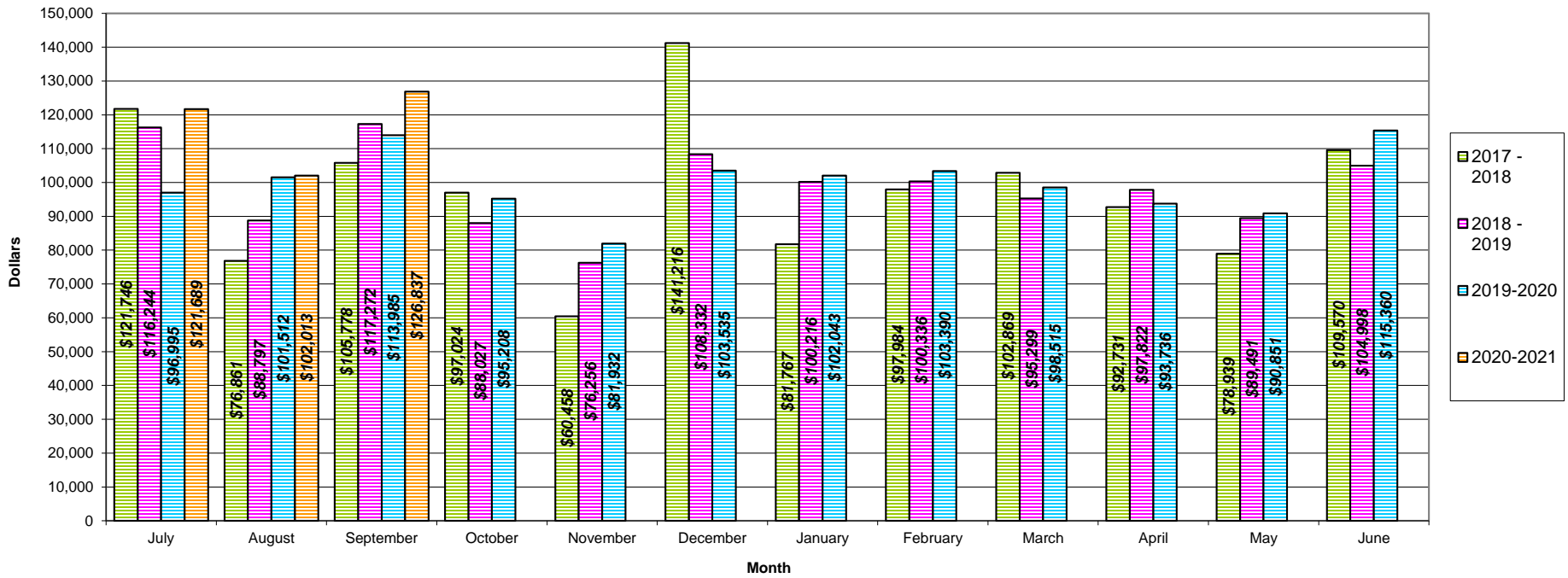
Annual Comparison by Month



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

	2017 - 2018				2018 - 2019				2019-2020				2020-2021			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	10.43%	\$121,746	20.22%	20.22%	9.83%	\$116,244	-4.52%	-4.52%	8.10%	\$96,995	-16.56%	-16.56%	34.71%	\$121,689	25.46%	25.46%
August	6.59%	\$76,861	-3.21%	9.92%	7.51%	\$88,797	15.53%	3.24%	8.48%	\$101,512	14.32%	-3.19%	29.10%	\$102,013	0.49%	12.69%
September	9.06%	\$105,778	-7.18%	3.31%	9.91%	\$117,272	10.87%	5.89%	9.52%	\$113,985	-2.80%	-3.05%	36.18%	\$126,837	11.28%	12.18%
October	8.31%	\$97,024	5.26%	3.77%	7.44%	\$88,027	-9.27%	2.22%	7.95%	\$95,208	8.16%	-0.64%	0.00%			
November	5.18%	\$60,458	-15.16%	0.83%	6.45%	\$76,256	26.13%	5.35%	6.84%	\$81,932	7.44%	0.62%	0.00%			
December	12.10%	\$141,216	52.62%	9.53%	9.16%	\$108,332	-23.29%	-1.35%	8.65%	\$103,535	-4.43%	-0.30%	0.00%			
January	7.01%	\$81,767	-29.89%	2.64%	8.47%	\$100,216	22.56%	1.50%	8.52%	\$102,043	1.82%	0.01%	0.00%			
February	8.40%	\$97,984	12.36%	3.76%	8.48%	\$100,336	2.40%	1.62%	8.64%	\$103,390	3.04%	0.39%	0.00%			
March	8.82%	\$102,869	12.52%	4.71%	8.06%	\$95,299	-7.36%	0.57%	8.23%	\$98,515	3.37%	0.71%	0.00%			
April	7.95%	\$92,731	2.14%	4.46%	8.27%	\$97,822	5.49%	1.04%	7.83%	\$93,736	-4.18%	0.23%	0.00%			
May	6.76%	\$78,939	-8.28%	3.39%	7.56%	\$89,491	13.37%	1.96%	7.59%	\$90,851	1.52%	0.33%	0.00%			
June	9.39%	\$109,570	21.54%	4.86%	8.87%	\$104,998	-4.17%	1.38%	9.64%	\$115,360	9.87%	1.18%	0.00%			
Total	100.00%	\$1,166,944			100.00%	\$1,183,089			100.00%	\$1,197,062			100.00%	\$350,539		

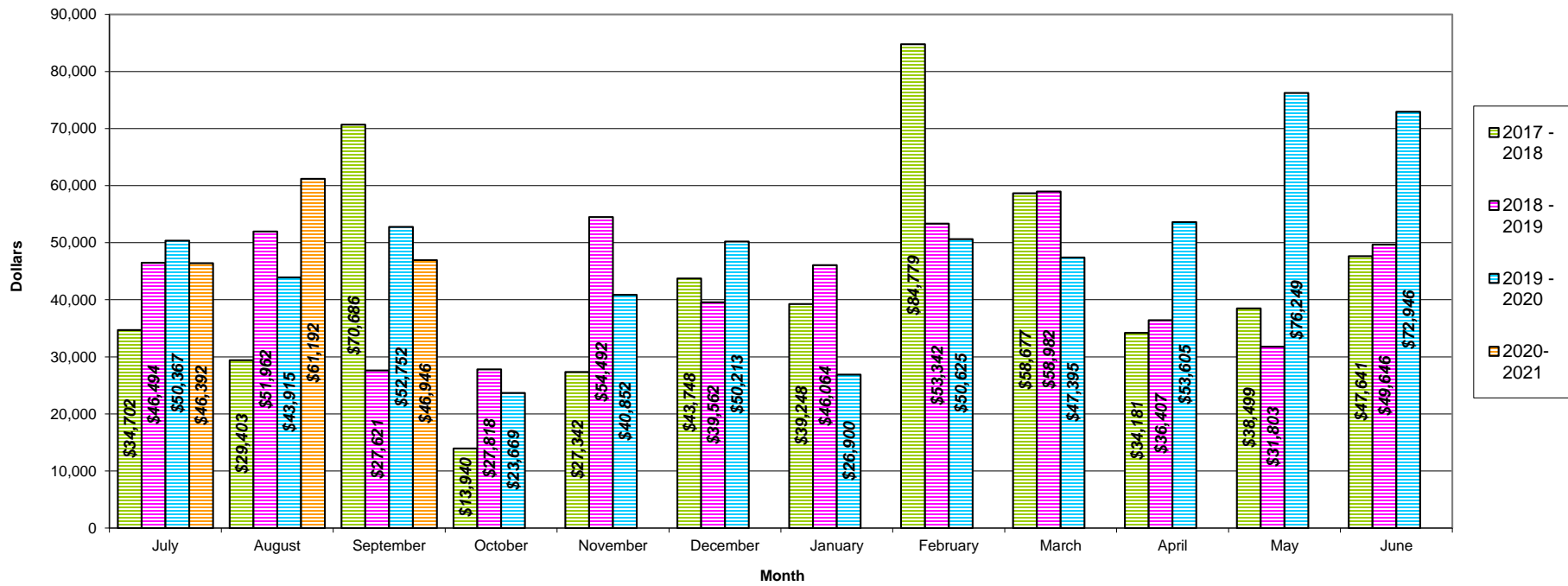
Annual Comparison by Month



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

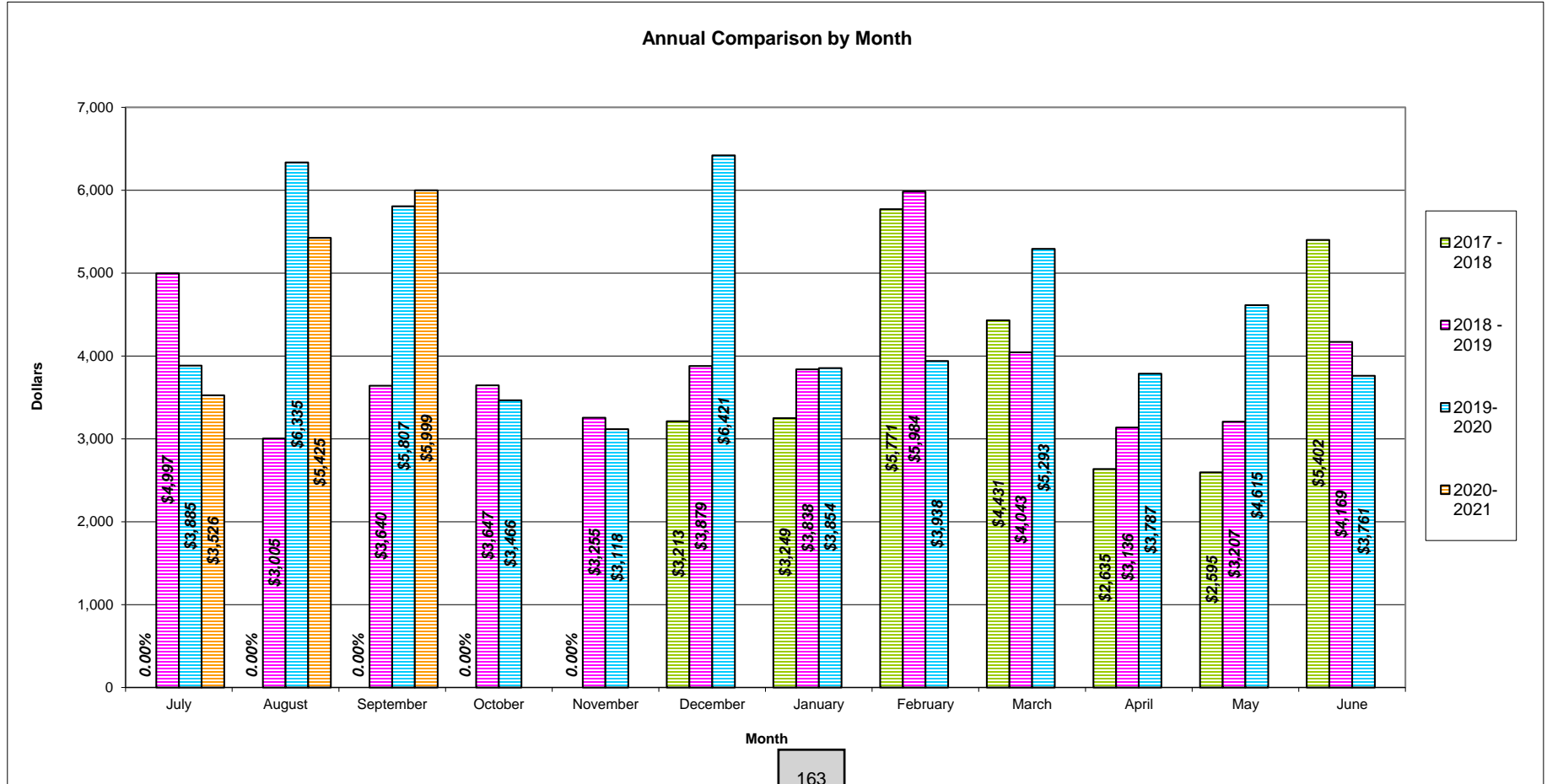
	2017 - 2018				2018 - 2019				2019 - 2020				2020-2021			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	6.64%	\$34,702	-23.47%	-23.47%	8.87%	\$46,494	33.98%	33.98%	8.54%	\$50,367	8.33%	8.33%	30.02%	\$46,392	-7.89%	-7.89%
August	5.62%	\$29,403	-32.61%	-27.95%	9.91%	\$51,962	76.73%	53.59%	7.45%	\$43,915	-15.49%	-4.24%	39.60%	\$61,192	39.34%	14.11%
September	13.52%	\$70,686	78.65%	4.86%	5.27%	\$27,621	-60.92%	-6.46%	8.95%	\$52,752	90.99%	16.62%	30.38%	\$46,946	-11.01%	5.10%
October	2.67%	\$13,940	-55.83%	-7.10%	5.31%	\$27,818	99.55%	3.47%	4.02%	\$23,669	-14.91%	10.92%	0.00%			
November	5.23%	\$27,342	-24.85%	-10.39%	10.40%	\$54,492	99.30%	18.35%	6.93%	\$40,852	-25.03%	1.52%	0.00%			
December	8.37%	\$43,748	21.34%	-5.47%	7.55%	\$39,562	-9.57%	12.80%	8.52%	\$50,213	26.92%	5.57%	0.00%			
January	7.51%	\$39,248	-11.40%	-6.42%	8.79%	\$46,064	17.37%	13.49%	4.56%	\$26,900	-41.60%	-1.82%	0.00%			
February	16.21%	\$84,779	19.54%	-1.12%	10.18%	\$53,342	-37.08%	1.02%	8.59%	\$50,625	-5.09%	-2.32%	0.00%			
March	11.22%	\$58,677	26.62%	2.14%	11.25%	\$58,982	0.52%	0.95%	8.04%	\$47,395	-19.65%	-4.84%	0.00%			
April	6.54%	\$34,181	10.17%	2.72%	6.95%	\$36,407	6.51%	1.38%	9.09%	\$53,605	47.24%	-0.55%	0.00%			
May	7.36%	\$38,499	-13.29%	1.21%	6.07%	\$31,803	-17.39%	-0.14%	12.93%	\$76,249	139.75%	8.85%	0.00%			
June	9.11%	\$47,641	28.48%	3.21%	9.47%	\$49,646	4.21%	0.26%	12.37%	\$72,946	46.93%	12.46%	0.00%			
Total	100.00%	\$522,845			100.00%	\$524,193			100.00%	\$589,488			100.00%	\$154,530		

Annual Comparison by Month



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

	2017 - 2018				2018 - 2019				2019-2020				2020-2021			
	% of total	Amount	Prior year comparison		% of total	Amount	Prior year comparison		% of total	Amount	Prior year comparison		% of total	Amount	Prior year comparison	
Monthly Change			YTD Change	Monthly Change			YTD Change	Monthly Change			YTD Change	Monthly Change			YTD Change	
July	NA	NA	NA	NA	10.68%	\$4,997	NA	NA	7.16%	\$3,885	-22.25%	-22.25%	23.59%	\$3,526	-9.24%	-9.24%
August	NA	NA	NA	NA	6.42%	\$3,005	NA	NA	11.67%	\$6,335	110.82%	27.72%	36.29%	\$5,425	-14.37%	-12.42%
September	NA	NA	NA	NA	7.78%	\$3,640	NA	NA	10.70%	\$5,807	59.53%	37.67%	40.13%	\$5,999	3.31%	-6.72%
October	NA	NA	NA	NA	7.79%	\$3,647	NA	NA	6.39%	\$3,466	-4.97%	27.50%	0.00%			
November	NA	NA	NA	NA	6.96%	\$3,255	NA	NA	5.75%	\$3,118	-4.21%	21.93%	0.00%			
December	11.77%	\$3,213	NA	NA	8.29%	\$3,879	20.72%	20.72%	11.83%	\$6,421	65.55%	29.48%	0.00%			
January	11.90%	\$3,249	NA	NA	8.20%	\$3,838	18.14%	19.42%	7.10%	\$3,854	0.40%	25.23%	0.00%			
February	21.14%	\$5,771	NA	NA	12.79%	\$5,984	3.69%	12.00%	7.26%	\$3,938	-34.19%	14.20%	0.00%			
March	16.23%	\$4,431	NA	NA	8.64%	\$4,043	-8.74%	6.48%	9.75%	\$5,293	30.90%	16.06%	0.00%			
April	9.65%	\$2,635	NA	NA	6.70%	\$3,136	19.03%	8.20%	6.98%	\$3,787	20.74%	16.44%	0.00%			
May	9.51%	\$2,595	NA	NA	6.85%	\$3,207	23.58%	10.02%	8.50%	\$4,615	43.88%	18.50%	0.00%			
June	19.79%	\$5,402	NA	NA	8.91%	\$4,169	-22.83%	3.52%	6.93%	\$3,761	-9.77%	15.98%	0.00%			
Total	100.00%	\$27,296			100.00%	\$46,801			100.00%	\$54,280			100.00%	\$14,950		



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

<u>Income</u>	<u>July-August 2020</u>	<u>July-August 2019</u>	<u>\$ Change</u>	<u>% Change</u>
4900 Miscellaneous	0.00	3,292.11	(3,292.11)	-100.00%
4901 Interest Income	63.91	6,950.54	(6,886.63)	-99.08%
4950 Employer Contributions	228,557.70	193,824.61	34,733.09	17.92%
4951 Employee Contributions	42,318.50	37,733.68	4,584.82	12.15%
4952 Employee Cobra Payments	1,578.13	988.97	589.16	59.57%
4953 Reinsurance Refunds	<u>6,630.44</u>	<u>0.00</u>	<u>6,630.44</u>	<u>100.00%</u>
Total Income	279,148.68	242,789.91	36,358.77	14.98%
 <u>Expenditures</u>				
5406 Contracted Services	0.00	0.00	0.00	100.00%
5806 Miscellaneous	0.00	0.00	0.00	100.00%
5817 Bank Fees	0.00	0.00	0.00	100.00%
5850 Health Claims Paid	143,874.67	333,654.09	(189,779.42)	-56.88%
5851 Pharmaceuticals	62,517.24	58,272.60	4,244.64	7.28%
5852 Reinsurance Premiums	58,111.73	50,286.68	7,825.05	15.56%
5853 Life Insurance Premiums	4,235.79	5,651.29	(1,415.50)	-25.05%
5854 Medical Claims Admin Fees	3,458.91	3,129.08	329.83	10.54%
5855 Dental Claims Admin Fees	884.00	887.25	(3.25)	-0.37%
5857 Dental Claims Paid	<u>13,587.74</u>	<u>13,298.44</u>	<u>289.30</u>	<u>2.18%</u>
Total Expenditures	<u>286,670.08</u>	<u>465,179.43</u>	<u>(178,509.35)</u>	<u>-38.37%</u>
 Net Income (Loss)	 <u>(7,521.40)</u>	 <u>(222,389.52)</u>	 <u>214,868.12</u>	 <u>-96.62%</u>

**City of Moberly Health Plan Trust
Comparative Balance Sheet
August 31, 2020**

<u>ASSETS</u>	<u>August 31, 2020</u>	<u>August 31, 2019</u>	<u>\$ Change</u>	<u>% Change</u>
Current Assets				
1000 Cash	353,291.19	39,833.52	313,457.67	786.92%
Total Current Assets	353,291.19	39,833.52	313,457.67	786.92%
Other Assets				
1300 Investments	0.00	250,000.00	(250,000.00)	-100.00%
Total Other Assets	0.00	250,000.00	(250,000.00)	-100.00%
TOTAL ASSETS	<u>353,291.19</u>	<u>289,833.52</u>	<u>63,457.67</u>	<u>21.89%</u>
 <u>LIABILITIES & EQUITY</u>				
Equity				
3000 Unreserved Fund Balance	360,812.59	512,223.04	(151,410.45)	-29.56%
Net Income (Loss)	(7,521.40)	(222,389.52)	214,868.12	-96.62%
Total Equity	353,291.19	289,833.52	63,457.67	21.89%
TOTAL LIABILITIES & EQUITY	<u>353,291.19</u>	<u>289,833.52</u>	<u>63,457.67</u>	<u>21.89%</u>



City of

Police Department

Troy Link
Chief of Police
264th Session FBI Academy

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

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

1. Warrant Arrest (Parole Violation): Suspect: CV, H/F, 20 yoa; Victim: State of Missouri. Report sent to RCPA.
2. Harrasment-1st Degree: Suspect: LM, B/M, 34 yoa; Victim: RS, W/F, 65 yoa. Reports sent to RCPA.
3. Sexual Misconduct- 1st Degree: Suspect: LM, B/M, 34 yoa; Victim: RS, W/F, 65 yoa. Reports sent to RCPA.
4. Sexual Misconduct Involving a Child: Suspect: LM, B/M, 34 yoa; Victim: Unknown Reports sent to RCPA.
5. Domestic Assault-3rd Degree: Suspect: JA, W/M,35 yoa; Victim: SB, W/F, 25 yoa. Reports sent to RCPA.
6. Endangering the Welfare of a Child: Suspect: JA, W/M, 35 yoa; Victim: KS, W/M, 16 yoa. Reports sent to RCPA.
7. Arrest on Felony Warrant: Suspect; JH, W/M, 27 yoa, Victim: State of Missouri. Reports sent to RCPA.
8. Arrest on Misdemeanor Warrant: Suspect: RS, W/M, 33 yoa, Victim: State of Missouri. Reports sent to RCPA.
9. Arrest on Felony Warrant: Suspect: RS, W/M, 33 yoa, Victim: State of Missouri. Reports sent to RCPA.
10. Fail to Register as a Sex Offender: Suspect; RS, W/M, 49, Victim: State of Missouri. Reports sent to RCPA.

11. Unlawful Possession of Drug Paraphernalia: Suspect; BR, W/M, 19 yoa, Victim: State of Missouri. Reports sent to RCPA.
12. Driving While Suspended/Revoked 1st: Suspect; JR, W/M, 38 yoa, Victim: State of Missouri. Reports sent to MPA
13. Failure to Display Valid Plates: Suspect; JR, W/M, 38 yoa, Victim: State of Missouri. Reports sent to MPA
14. Failure to Maintain financial Responsibility: Suspect; JR, W/M, 38 yoa, Victim: State of Missouri. Reports sent to MPA
15. Possession of a Controlled Substance: Suspect: MW, W/F, 20 yoa, Victim: State of Missouri. Reports sent to RCPA
16. Possession of Marijuana Under 10 Grams: Suspect: MW, W/F, 20 yoa, Victim: State of Missouri. Reports sent to RCPA
17. Unlawful Possession of Drug Paraphernalia: Suspect; TB, W/F, 45 yoa, Victim: State of Missouri. Reports sent to RCPA
18. Keep or Maintain a Public Nuisance: Suspect; TB, W/F, 45 yoa, Victim: State of Missouri. Reports sent to RCPA
19. Resisting Arrest or Detention: Suspect; TB, W/F, 45 yoa, Victim: State of Missouri. Reports sent to RCPA
20. Stealing, \$750 or more: Suspect; JI, W/M, 59 yoa, Victim: TL, W/M, 31 yoa. Reports sent to RCPA
21. Murder 1st: Suspect; JA, W/M, 30 yoa, Victim: AJ, W/F, appx. 30 yoa, Disposition: To MCPA
22. Armed Criminal Action: Suspect; JA, W/M, 30 yoa, Victim: AJ, W/F, appx. 30 yoa. Reports sent to MCPA
23. Tampering with Physical Evidence: Suspect: JE, W/F, 37 yoa, Victim: AJ, W/F, appx. 30 yoa. Reports sent to MCPA
24. Stealing-Property \$750.00 or More; JL, W/M, 37 yoa, Victim: Mack Hills Inc. Reports sent to RCPA
25. Stealing-Property \$750.00 or More; JL, W/M, 37 yoa, Victim: SH, W/M, 63 yoa. Reports sent to RCPA



City of

Police Department

Troy Link
Chief of Police
264th Session FBI Academy

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

- 26. Stealing-Property \$750.00 or More; JL, W/M, 37 yoa, Victim: JS, W/M, 32 yoa.
Reports sent to RCPA
- 27. Stealing-Property \$750.00 or More; JL, W/M, 37 yoa, Victim: MB, W/M, 53 yoa.
Reports sent to RCPA.

Cases Cleared.....	27
Interviews.....	71
Interrogations.....	03
Reports Written.....	77

Special Assignments

Monthly Report

Approved numerous reports for Detective Unit.
 Updated detective on call schedule.
 Liquor License Application- D'Abolengo Mexican Cuisine.
 Assisted with Child Molestation Investigation.
 Called out to assist with Major Case Squad investigation.
 Interviewed numerous subjects for Major Case Squad investigation.
 Assisted with writing search warrants for a cell phone for Major Case Squad investigation.
 Assisted with a Sexual Misconduct investigation.
 Liquor License Application- Memory Lanes.
 Liquor License Application- Nelly's.
 Liquor License Application- Lula's.
 Assisted NOMO Task Force with serving a search warrant.
 Arrested subject on warrant.
 Assisted NOMO Task Force with surveillance.
 Liquor License Application- Pizza Hut.
 Liquor License Application- Get It N Go Express.

Liquor License Application- Bud's Place.
 Liquor License Application- B&B Theatres Moberly Five and Drive.
 Liquor License Application- Fraternal Order of Eagles.
 Attended Major Case Squad debrief in Monroe City.
 Assisted Animal Control with an aggressive dog.
 Assisted with domestic assault investigation at MRMC.
 Assisted with stealing investigation.
 Assisted Blue Springs PD with a sexual assault investigation.
 Conducted a consent search of property in reference to stealing investigation.
 Assisted with stealing investigation and recovery of stolen property.
 Assisted Patrol Division with the warrant arrest of two subjects.
 Assisted Patrol Division with a stealing investigation.
 Attended Supervisors Meeting
 Conducted traffic stops
 Attended forensic interview
 Located subject wanted for Taney Co warrant
 Conducted traffic stop, wanted person arrested, report sent to RCPA for fail to register as sex offender
 Traffic stop with drug related arrest
 Field contact in area of high crime
 Traffic stop with drug related arrest
 Coordinated with NOMO TF in reference to arrested person with drug information
 Attended proffer in reference to stolen firearms and Harvest Ln shooting
 Attended court
 Scheduled interviews for sexual assault investigation
 Watch forensic interview
 Interviewed parents for sexual assault/endangering investigation
 Attended forensic interviews
 Typed reports
 Attempted to conduct buy/bust for a stolen trailer
 Arrested person for stealing investigation
 Assisted patrol with manpower issues
 Assisted NOMO with trash pull
 Assisted NOMO with a narcotics search warrant
 Made DSS hotline report
 Activated as Mid Missouri Major Case Squad to assist with Monroe City murder investigation
 Received information from Snapchat search warrant in reference to shooting
 Located/recovered two stolen trailers.
 Attempted contact with suspect in stolen trailer investigation
 Assisted FBI Organized Crime Task Force out of KC with drug related investigation
 Investigated possible child pornography case

Recovered Property



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\$1160.00 cash
Homemade 16 ft Car Hauler Trailer / \$2500.00
5x8 Ft. Utility Trailer / \$1000.00

Respectfully Submitted,
Tracey Whearty
Commander

Moberly Fire Department August Monthly Report 2020



City of Moberly Fire Department

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

310 N. Clark
Moberly, MO 65270-1520
Interim Fire Chief
Jerry Washam

To: Mayor and City Council
From: Jerry Washam, Interim Fire Chief
Date: August 31, 2020
Re: August Monthly Council Report:

- Last month the fire department responded to 69 incidents, 366 fewer incidents than same time last year.
- Truck maintenance: All of our fire trucks went through pump testing in August, all passed with no major issues.
- The Department continues doing annual hydrant testing and gas appliance inspections.
- The Department continues training on fire related subjects and Health and Wellness. We continue to work towards the 240 hrs of training per person per year. This is what ISO requires.
- The Department has placed a hold on doing annual business inspections, unless needed, due to COVID concerns.
- Emergency Management: Attended several conference calls dealing with the COVID.

Notice for September 2020

- On September 11, the Moberly Fire Department will hold a physical agility test for possible new employees.
- The ladder portion of the Tower Truck is being tested in first part of September.



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

City of Moberly Fire Department

310 N. Clark
Moberly, MO 65270-1520

Incident Reports by Apparatus, Summary

Apparatus:	Total Number of Incidents Responded to:
300 Pickup	18
302 Saber	25
303	1
305 Contender	37
310 P/U	2

Total Number of Incidents: 69

Report Filter Settings

Report Name: Incident Reports by Apparatus, Summary
Filter Name: Last Month
Filter Expression: [AlarmDateTime] is between '8/1/2020 12:00:00 AM' and '8/31/2020 11:59:59 PM'

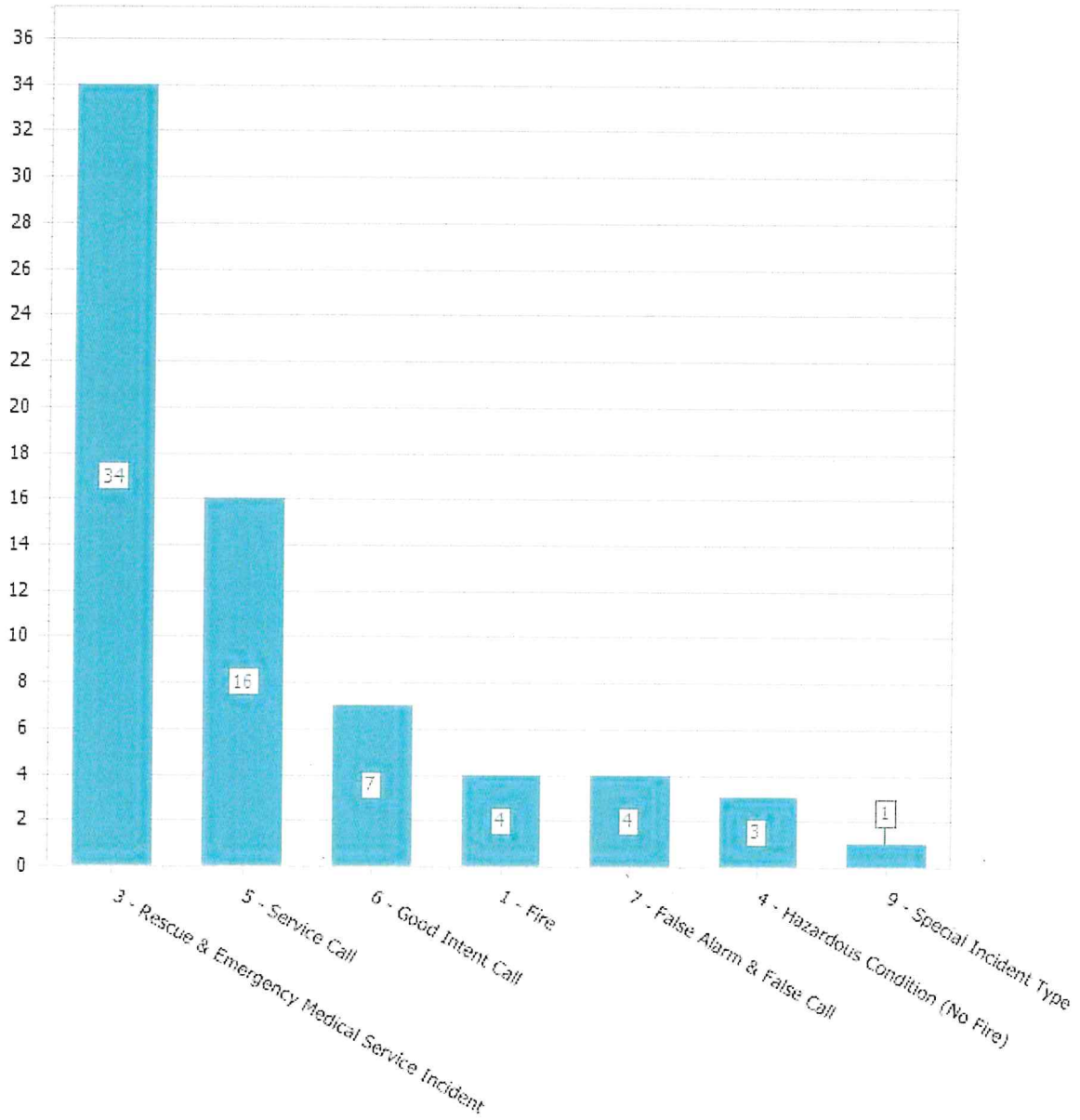


Emergency: Dial 911
Station #1: 660-269-8705 Ext: 2035
Fax: 600-263-0596
Station #2: 660-263-4121

City of Moberly Fire Department

310 N. Clark
Moberly, MO 65270-1520

Incident Reports by Incident Type Series, Detailed



Incident Type: 1 - Fire

Incident #	Exp #	Alarm Date/Time	Address
2000465	0	8/4/2020 6:23:43 PM	1007 AULT, Moberly, MO 65270
2000476	0	8/9/2020 7:46:43 PM	131 THOMPSON, Moberly, MO 65270
2000481	0	8/11/2020 7:52:53 PM	1620 Murphy ST, Moberly, MO 65270
2000502	0	8/23/2020 11:28:52 PM	Haynes AVE & N Buchanan ST, Moberly, MO

Total Incidents: 4

Incident Type: 3 - Rescue & Emergency Medical Service Incident

Incident #	Exp #	Alarm Date/Time	Address
2000459	0	8/3/2020 9:20:35 AM	410 PATTON, Moberly, MO 65270
2000463	0	8/4/2020 1:15:22 PM	CLARK, Moberly, MO 65270
2000466	0	8/4/2020 8:41:27 PM	HIGHWAY A, Moberly, MO 65270
2000467	0	8/4/2020 9:39:45 PM	621 MORLEY, Moberly, MO 65270
2000468	0	8/4/2020 10:13:39 PM	603 HARRISON, Moberly, MO 65270
2000470	0	8/5/2020 6:40:04 PM	1542 HIGHWAY JJ, Moberly, MO 65270
2000472	0	8/7/2020 2:51:23 PM	343 BURKHART, Moberly, MO 65270
2000474	0	8/8/2020 3:00:00 AM	1510 HIGHWAY JJ, Moberly, MO 65270
2000475	0	8/9/2020 6:40:21 PM	800 SINNOCK, Moberly, MO 65270
2000477	0	8/10/2020 3:33:47 PM	504 FULTON, Moberly, MO 65270
2000478	0	8/10/2020 8:54:42 PM	1223 Shepherds DR, Moberly, MO 65270
2000479	0	8/11/2020 5:52:43 AM	633 N Ault ST, Moberly, MO 65270
2000483	0	8/12/2020 9:53:00 AM	E Highway 24 & N Morley ST, Moberly, MO
2000484	0	8/12/2020 10:24:49 AM	1414 MYRA, Moberly, MO 65270

2000485	0	8/12/2020 10:46:28	307 HALLECK, Moberly, MO 65270 PM
2000492	0	8/16/2020 9:03:47	417 Barrow ST, Moberly, MO 65270 PM
2000494	0	8/19/2020 6:04:17	1401 MORLEY, Moberly, MO 65270 PM
2000497	0	8/20/2020 5:02:14	1301 HIGHWAY 24, Moberly, MO 65270 PM
2000498	0	8/20/2020 6:14:08	1901 EASTBROOK, Moberly, MO 65270 PM
2000499	0	8/21/2020 11:37:04	801 COATES, Moberly, MO 65270 AM
2000503	0	8/24/2020 11:47:01	1320 HIGHWAY 24, Moberly, MO 65270 AM
2000504	0	8/24/2020 2:18:58	205 FARROR #301, Moberly, MO 65270 PM
2000508	0	8/25/2020 3:08:00	504 S Clark ST, Moberly, MO 65270 AM
2000509	0	8/25/2020 10:11:29	428 S 4th ST, Moberly, MO 65270 PM
2000516	0	8/27/2020 9:24:03	410 S AULT ST, Moberly, MO 65270 PM
2000518	0	8/28/2020 3:34:00	629 FISK AVE, Moberly, MO 65270 AM
2000519	0	8/28/2020 10:06:12	511 SHUMATE, Moberly, MO 65270 AM
2000521	0	8/28/2020 3:39:02	706 CLARK, Moberly, MO 65270 PM
2000522	0	8/29/2020 12:00:00	417 Barrow ST, Moberly, MO 65270 PM
2000523	0	8/29/2020 9:05:00	715 S Morley ST, Moberly, MO 65270 PM
2000524	0	8/29/2020 11:06:33	800 SINNOCK, Moberly, MO 65270 PM
2000525	0	8/29/2020 11:23:00	400 CHANDLAR, Moberly, MO 65270 PM
2000527	0	8/31/2020 9:07:43	704 TAYLOR, Moberly, MO 65270 AM
2000528	0	8/31/2020 10:24:38	704 CLEVELAND, Moberly, MO 65270 PM

Total Incidents: 34

Incident Type: 4 - Hazardous Condition (No Fire)

Incident # Exp # Alarm Date/Time Address

2000487	0	8/13/2020 4:05:25 PM	421 Barrow ST, Moberly, MO 65270
2000489	0	8/14/2020 7:07:04 PM	101 COLLEGE, Moberly, MO 65270
2000501	0	8/23/2020 5:29:00 PM	525 S Williams ST #B, Moberly, MO 65270

Total Incidents: 3

Incident Type: 5 - Service Call

Incident #	Exp #	Alarm Date/Time	Address
2000464	0	8/4/2020 2:30:00 PM	802 McKinsey PL, Moberly, MO 65270
2000469	0	8/5/2020 9:43:00 AM	439 Woodland AVE #a, Moberly, MO 65270
2000471	0	8/6/2020 10:00:00 AM	501 Franklin AVE, Moberly, MO 65270
2000480	0	8/11/2020 3:00:00 PM	1354 Lantern Pointe LOOP, Moberly, MO 65270
2000482	0	8/12/2020 9:19:24 AM	504 FULTON, Moberly, MO 65270
2000486	0	8/13/2020 3:20:40 PM	1216 VALLEY VIEW, Moberly, MO 65270
2000490	0	8/14/2020 10:30:00 PM	115 Hinkley ST, Moberly, MO 65270
2000496	0	8/20/2020 10:00:00 AM	523 Gilman ST #B, Moberly, MO 65270
2000495	0	8/20/2020 10:30:00 AM	606 W Rollins ST, Moberly, MO 65270
2000500	0	8/22/2020 9:26:51 PM	900 BLK W REED, Moberly, MO 65270
2000507	0	8/24/2020 10:31:19 PM	1400 MORLEY, Moberly, MO 65270
2000510	0	8/26/2020 9:30:00 AM	113 S Williams ST, Moberly, MO 65270
2000511	0	8/26/2020 11:00:00 AM	412 Shumate DR, Moberly, MO 65270
2000512	0	8/26/2020 1:00:00 PM	537 E hwy HWY, Moberly, MO 65270
2000513	0	8/27/2020 11:00:00 AM	1103 Bond ST, Moberly, MO 65270
2000514	0	8/27/2020 2:00:00 PM	910 Concannon ST, Moberly, MO 65270

Total Incidents: 16

Incident Type: 6 - Good Intent Call

Incident #	Exp #	Alarm Date/Time	Address
2000462	0	8/4/2020 7:39:31 AM	220 TAYLOR, Moberly, MO 65270
2000488	0	8/13/2020 4:45:23 PM	565 UNION, Moberly, MO 65270
2000493	0	8/18/2020 12:02:42 PM	HWY 24 AT ROTHWELL, Moberly, MO 65270
2000505	0	8/24/2020 3:09:46 PM	804 ROLLINS, Moberly, MO 65270
2000506	0	8/24/2020 8:33:11 PM	1028 MYRA, Moberly, MO 65270
2000517	0	8/28/2020 1:52:52 AM	1200 E HIGHWAY 24 HWY, Moberly, MO 65270
2000526	0	8/30/2020 4:15:09 PM	1101 S 4TH ST ST, Moberly, MO 65270
			Total Incidents: 7

Incident Type: 7 - False Alarm & False Call

Incident #	Exp #	Alarm Date/Time	Address
2000460	0	8/3/2020 1:29:55 PM	400 hwy 24, Moberly, MO 65270
2000473	0	8/7/2020 9:56:40 PM	545 BARROW, Moberly, MO 65270
2000491	0	8/16/2020 8:06:14 AM	612 COATES, Moberly, MO 65270
2000520	0	8/28/2020 2:52:00 PM	1828 Ravenwood DR, Moberly, MO 65270
			Total Incidents: 4

Incident Type: 9 - Special Incident Type

Incident #	Exp #	Alarm Date/Time	Address
2000515	0	8/27/2020 8:34:16 PM	648 TAYLOR, Moberly, MO 65270
			Total Incidents: 1

Total Number of Distict Incidents: 69

Total Number of Distict Incident Types: 25

Report Filter Settings

Report File Name: Incident Reports by Incident Major Type, Detailed
Filter Name: Last Month
Filter Expression: [AlarmDateTime] is between '8/1/2020 12:00:00 AM' and '8/31/2020 11:59:59 PM'

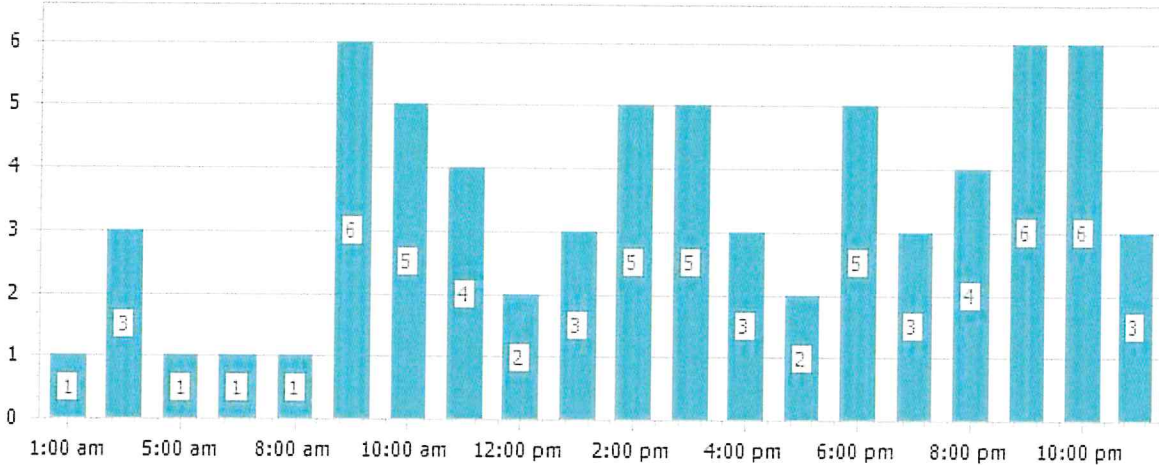


City of Moberly Fire Department

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

310 N. Clark
Moberly, MO 65270-1520

Incident Reports by Time of Day, Detailed



1:00 am

Incident #	Exp #	Alarm Date	Incident Type
2000517	0	8/28/2020	651 - Smoke scare, odor of smoke

Total Number of Incidents: 1

3:00 am

Incident #	Exp #	Alarm Date	Incident Type
2000474	0	8/8/2020	321 - EMS call, excluding vehicle accident with injury
2000508	0	8/25/2020	321 - EMS call, excluding vehicle accident with injury
2000518	0	8/28/2020	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 3

5:00 am

Incident #	Exp #	Alarm Date	Incident Type
2000479	0	8/11/2020	3112 - Lift Assistance

Total Number of Incidents: 1

7:00 am

Incident #	Exp #	Alarm Date	Incident Type
2000462	0	8/4/2020	611 - Dispatched & canceled en route

Total Number of Incidents: 1

8:00 am

Incident #	Exp #	Alarm Date	Incident Type
2000491	0	8/16/2020	743 - Smoke detector activation, no fire - unintentional

Total Number of Incidents: 1

9:00 am

Incident #	Exp #	Alarm Date	Incident Type
2000459	0	8/3/2020	321 - EMS call, excluding vehicle accident with injury
2000469	0	8/5/2020	5311 - Report of odor with nothing found
2000482	0	8/12/2020	554 - Assist invalid
2000483	0	8/12/2020	322 - Motor vehicle accident with injuries
2000510	0	8/26/2020	5001 - Gas Appliance Inspection
2000527	0	8/31/2020	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 6

10:00 am

Incident #	Exp #	Alarm Date	Incident Type
2000471	0	8/6/2020	5001 - Gas Appliance Inspection
2000484	0	8/12/2020	321 - EMS call, excluding vehicle accident with injury
2000496	0	8/20/2020	5001 - Gas Appliance Inspection
2000495	0	8/20/2020	5001 - Gas Appliance Inspection
2000519	0	8/28/2020	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 5

11:00 am

Incident #	Exp #	Alarm Date	Incident Type
2000499	0	8/21/2020	321 - EMS call, excluding vehicle accident with injury
2000503	0	8/24/2020	321 - EMS call, excluding vehicle accident with injury
2000511	0	8/26/2020	5001 - Gas Appliance Inspection
2000513	0	8/27/2020	5001 - Gas Appliance Inspection

Total Number of Incidents: 4

12:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2000493	0	8/18/2020	600 - Good intent call, other
2000522	0	8/29/2020	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 2

1:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2000460	0	8/3/2020	735 - Alarm system sounded due to malfunction
2000463	0	8/4/2020	311 - Medical assist, assist EMS crew
2000512	0	8/26/2020	5001 - Gas Appliance Inspection

Total Number of Incidents: 3

2:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2000464	0	8/4/2020	5001 - Gas Appliance Inspection
2000472	0	8/7/2020	321 - EMS call, excluding vehicle accident with injury
2000504	0	8/24/2020	321 - EMS call, excluding vehicle accident with injury
2000514	0	8/27/2020	5001 - Gas Appliance Inspection
2000520	0	8/28/2020	734 - Heat detector activation due to malfunction

Total Number of Incidents: 5

3:00 pm

Incident #	Exp #	Alarm Date	Incident Type
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2000477	0	8/10/2020	3112 - Lift Assistance
2000480	0	8/11/2020	5001 - Gas Appliance Inspection
2000486	0	8/13/2020	5001 - Gas Appliance Inspection
2000505	0	8/24/2020	611 - Dispatched & canceled en route
2000521	0	8/28/2020	311 - Medical assist, assist EMS crew

Total Number of Incidents: 5

4:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2000487	0	8/13/2020	412 - Gas leak (natural gas or LPG)
2000488	0	8/13/2020	622 - No incident found on arrival at dispatch address
2000526	0	8/30/2020	611 - Dispatched & canceled en route

Total Number of Incidents: 3

5:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2000497	0	8/20/2020	3112 - Lift Assistance
2000501	0	8/23/2020	441 - Heat from short circuit (wiring), defective/worn

Total Number of Incidents: 2

6:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2000465	0	8/4/2020	1511 - Household Refuse Fire
2000470	0	8/5/2020	321 - EMS call, excluding vehicle accident with injury
2000475	0	8/9/2020	3112 - Lift Assistance
2000494	0	8/19/2020	311 - Medical assist, assist EMS crew
2000498	0	8/20/2020	3112 - Lift Assistance

Total Number of Incidents: 5

7:00 pm

Incident #	Exp #	Alarm Date	Incident Type
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2000476	0	8/9/2020	111 - Building fire
2000481	0	8/11/2020	151 - Outside rubbish, trash or waste fire
2000489	0	8/14/2020	442 - Overheated motor

Total Number of Incidents: 3

8:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2000466	0	8/4/2020	322 - Motor vehicle accident with injuries
2000478	0	8/10/2020	311 - Medical assist, assist EMS crew
2000506	0	8/24/2020	651 - Smoke scare, odor of smoke
2000515	0	8/27/2020	911 - Citizen complaint

Total Number of Incidents: 4

9:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2000467	0	8/4/2020	324 - Motor vehicle accident with no injuries.
2000473	0	8/7/2020	746 - Carbon monoxide detector activation, no CO
2000492	0	8/16/2020	321 - EMS call, excluding vehicle accident with injury
2000500	0	8/22/2020	5311 - Report of odor with nothing found
2000516	0	8/27/2020	321 - EMS call, excluding vehicle accident with injury
2000523	0	8/29/2020	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 6

10:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2000468	0	8/4/2020	311 - Medical assist, assist EMS crew
2000485	0	8/12/2020	321 - EMS call, excluding vehicle accident with injury
2000490	0	8/14/2020	561 - Unauthorized burning
2000507	0	8/24/2020	531 - Smoke or odor removal
2000509	0	8/25/2020	321 - EMS call, excluding vehicle accident with injury
2000528	0	8/31/2020	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 6

11:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2000502	0	8/23/2020	1511 - Household Refuse Fire
2000524	0	8/29/2020	321 - EMS call, excluding vehicle accident with injury
2000525	0	8/29/2020	3112 - Lift Assistance

Total Number of Incidents: 3

Report Filter Settings

Report Name: Incident Reports by Time of Day, Detailed

Filter Name: last month

Filter Expression: [AlarmDateTime] is between '8/1/2020 12:00:00 AM' and '8/31/2020 11:59:59 PM'

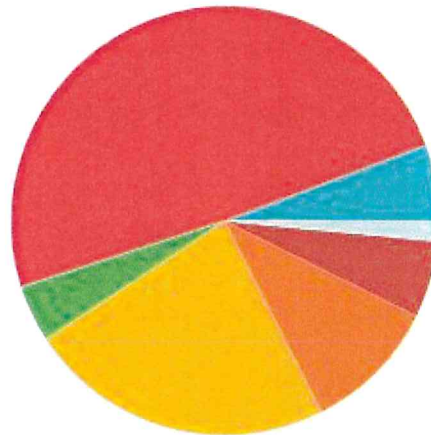


Emergency: Dial 911
Station #1: 660-269-8705 Ext: 2035
Fax: 600-263-0596
Station #2: 660-263-4121

City of Moberly Fire Department

310 N. Clark
Moberly, MO 65270-1520

Incident Reports By Incident Type, Summary



Incident Type	Total Incidents	Percent
111 - Building fire	1	1.45%
151 - Outside rubbish, trash or waste fire	1	1.45%
1511 - Household Refuse Fire	2	2.90%
311 - Medical assist, assist EMS crew	5	7.25%
3112 - Lift Assistance	6	8.70%
321 - EMS call, excluding vehicle accident with injury	20	28.99%
322 - Motor vehicle accident with injuries	2	2.90%
324 - Motor vehicle accident with no injuries.	1	1.45%
412 - Gas leak (natural gas or LPG)	1	1.45%
441 - Heat from short circuit (wiring), defective/worn	1	1.45%
442 - Overheated motor	1	1.45%
5001 - Gas Appliance Inspection	11	15.94%

Incident Type	Total Incidents	Percent
531 - Smoke or odor removal	1	1.45%
5311 - Report of odor with nothing found	2	2.90%
554 - Assist invalid	1	1.45%
561 - Unauthorized burning	1	1.45%
600 - Good intent call, other	1	1.45%
611 - Dispatched & canceled en route	3	4.35%
622 - No incident found on arrival at dispatch address	1	1.45%
651 - Smoke scare, odor of smoke	2	2.90%
734 - Heat detector activation due to malfunction	1	1.45%
735 - Alarm system sounded due to malfunction	1	1.45%
743 - Smoke detector activation, no fire - unintentional	1	1.45%
746 - Carbon monoxide detector activation, no CO	1	1.45%
911 - Citizen complaint	1	1.45%

Total Number of Incidents: 69

Total Number of Incident Types: 25

Incident Type	Total Incidents	Percent
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Report Filter Settings

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

Filter Name: Last Calendar Month

Filter Expression: [AlarmDateTime] is between '8/1/2020 12:00:00 AM' and '8/31/2020 11:59:59 PM'



Moberly!

Parks & Recreation

Monthly Report

August 2020

	2020		2019	
Parks	Thompson Campground	113	Campground Daily(102) Campground Monthly(11)	188
	Misc Thompson Campground	\$60	Dump Station(3)	\$40
	Miscellaneous Park Fees	\$25.00	Fall Vendor Fee(2)	\$750.00
	Overnight Fishing Passes	3		1
	Paddleboat Rental	0	Not available(COVID)	33
	Canoe Storage	\$0.00		\$25.00
	Archery Range	-		-
	Overlook & Plaza	-		-
	Midway	1	Tractor Pull(1 Res. For 2 days)	0
	Agricultural Barns	-		-
	Equestrian Area/ Rodeo Ground	-		-
	James Youth Center	3	Little Spartan Youth meeting(1), 50th wedding Anniversary party(1), Democratic Club Picnic(1)	6
	Lodge	10	Rotary Meetings(4),CCCB Student Event(1), Sterline Price HOA Meeting(1),Wedding(1), Birthday Party(1) Church Worship Service(1) Internal: Maintenance Hold(Maint Hold for 6 days)	13
	Riley Pavilion	2	CCCB Student Event(1) Church Worship Service(1)	1
	Lion's Beuth Park	-		-
	Fox Park (entire)	-		-
	Fox Park Tennis Courts	-		-
	Shelter 1 Tennis Courts	-		-
	Tannehill Park	0		5
	Wilhite Tennis Courts	-		-
Depot Park	0		1	

	2020		2019	
Fields	Red 1	-	-	
	Red 2	-	-	
	Blue 1	7	Little Spartan Practices(7)	7
	Blue 2	0		1
	Blue 3	7	Little Spartan Practices(7)	7
	Green 1	0		1
	Green 2	0		1
	Green 3	1	Softball Fundraiser(1)	0
	Green 4	-		-
	Green 5	1	Softball Fundraiser(1)	0
	Green 6	0		1
	Groeber	2	Softball Practice(2)	0
	Meinert	1	Softball Practice(1)	3
	Patrick	0		8
	Fox Field	-		-
	Batting Cages	-		-

	2020		2019	
Shelters	Shelter 1	2	Family Reunion(1) Birthday Party(1)	2
	Shelter 3	0		1
	Shelter 5	0		4
	Fox Park Shelter	1	Soccer Team Party(1)	2
	Klein Shelter	0		1
	Lake Pavilion	3	Gatherings(2) Celebration of Life(1)	2
	Meditation Garden and Legacy	-		-
	Overlook	-		-

	2020		2019	
Auditorium	Entire Facility	3	Smart Start(1 res. For 2 days), Right to Life Dinner(1), Service Industry Concert(1)	12

2020

2019

#16.

Aquatic Center

Entire Facility

-

Closed due to COVID

19

Party Area

-

Closed due to COVID

5

2020

2019

Recreation

0

Season Pass Holder Swim night

15

Director – Troy Bock

- I will soon be soliciting bids for roofing replacement on three buildings at the athletic complex – a budgeted project this year. The roofs are at the end of life.
- The virtual “Summer of Bradley” event ended September 2nd.
- MASA and Little Spartans have begun.
- Met with Missouri Conservation about a range of opportunities for collaboration including cooperative activities and events, establishing native plantings at the West 43 Wilderness Area to create habitat and an attraction for locals and tourists, a new lake management agreement with a future addendum to install 4 fishing piers with federal grant funds, and shoreline restoration using native vegetation that will reduce erosion, beautiful the shoreline, and be easy to fish over. They have a strong interest in doing more in Moberly (we’re the 3rd largest city in the NE region) and we have a strong interest in shifting more focus on the outdoors from programs to conservation efforts which is our core mission.
- Met with staff on the 2021 activity guide, looking at refocusing some of our programming on nature and the outdoors which is our core mission.
- The Depot Park restroom is underway and will hopefully be finished by the end of September. We are waiting on a date for the pavilion. The contractor last indicated they hoped to start work in October.
- Heritage Hills
 - GreatLIFE arranged with Dot’s Bakery to handle the food service at Heritage Hills (snacks and beverages are still sold by the course). It is a win-win where Dot’s pays monthly rent ensuring some revenue for the course without the risk of spoilage and the costs and demands of hiring additional staff. Dot’s will handle food service for tournaments as well.
 - A portion of the funds from the financing of golf course equipment will have to go to three new pumps. I urged GreatLIFE to consider this and then refurbish the old pumps to have ready for quick replacement if necessary. We did this years ago for the aquatic center to reduce downtime in the event of equipment failure. In the meantime, they have had issues with pumps and we had to hurry and get new ones ordered. This will use the majority of the additional funds. We solicited bids for \$75,000 though the initial pump station overhaul was approximately \$40,000. The new pumps will be approximately \$19,000, leaving some limited funds for equipment replacement. In the end, we will be taking a giant leap forward on the irrigation system which is the bread and butter of the operation.
 - The new carts added to the lease should arrive approximately the third week of September. We are anxiously awaiting a firm date.
 - Cart paths on the back 9 are finished which will help the course remain open for individual play and tournaments after inclement weather.

Administration – Leslie Keeney

- Processed bills and timesheets for the department.
- Finalized COVID-19 expenditures so they could be submitted for consideration for the CARES Act funds.
- Submitted coaching renewals for the 2020 season to the National Alliance for Youth Sports.
- Attended programming meeting to assist in 2021 program planning.
- Oversaw day to day operations of Parks and Recreation Office.

Dirk Miller – Park Superintendent

- Finished the new power source for the truck/tractor pull area. We installed a temporary line to the back to pole lights. We've since removed, and will use the conduit and wires for the upcoming electric project for Altrusa. Plan on installing up to four "new" 50 amp power lines inside electrical conduit, from each of the light poles at the Rodeo, to supply additional power for the Christmas lights. Altrusa is paying for the materials for this project.
- Capital Paving sealed the Lodge parking lot that was not covered by new asphalt, waiting on the final striping to be done before we can re-install the parking curbs.
- Received the part needed to replace a section of the tube slide at Candy Cane City Playground and it has been installed. Also received new pieces to replace/repair the "Teeter Totter," and are waiting for another section of the tube slide to arrive to make additional repairs.
- My crew again removed graffiti from the rock at the "Old Pool" parking lot. We've cut low lying branches at the War Memorial, trimmed bushes around the Parks, checked on the progress at Depot Park bathroom, sprayed for bugs at Beuth, Fox, and RV bathrooms, sprayed for weeds in ditches, and power washed off the Eagles Shelter, Shelter #1, #3, and #5.
- After power washing the Klein Shelter and the Pool bathrooms, staff has begun painting the walls at the Women's and Family restrooms at the Pool. After the walls are done, we will put two coats on the floors of all three bathrooms at the Pool.
- Larry Apel has built two more picnic tables. He used treated wood, and a stain on them and they look very nice. He also made some modifications to the wooden walking trail bridge by Holman Road and painted inside Klein Shelter.
- We installed two new concrete pads for Elmer Orscheln's benches, which will be by the Mini Railroad Station and behind the Clubhouse at Heritage Hills Golf Course. We'll have the benches installed this week, before the ceremony on September 19th.
- We've been cleaning/sanitizing 7 days a week, the four bathrooms now open, as well as at least once a week using the sanitizing on all playgrounds and keeping up with the mowing as well as the ballfields.
- We are looking into adding a concrete walkway to the Timberlake Overlook. Friends of the Park and Timberlake will pay for the concrete.
- I'm in the process of checking each Memorial tree and bench in the Parks, marking them on maps individually, for our records and the main office to have, to show where they are located if anyone requests info about them.

Jacob Buntten-Athletic Complex Supervisor/Sports Manager

Athletic Complex:

- Bids for engineered infield dirt and laser grading were due for the Rothwell Park and Fox Park fields.
- Started back up irrigation of athletic fields and water trees.
- Adult softball tournament was held August 22nd.

Sports:

- Little Spartan Football practices were held on Blue 1 and Blue 3.
- Adult Fall Softball deadline was August 28th. A total of 6 teams registered for the Fall league.

Amanda Warder – Recreation Supervisor**Events:**

- Met with United Way for 2021 events and program ideas.
- Reached out to multiple community entities and affiliates for 2021 events.
- Working on the 2021 Activity Guide Rough Draft

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

Director’s Summary

Utilities Department Financial Stats:

For the month ended August 31, 2020, water sales collections were at 17.93% (\$211,199.44 for August) and collections for sewer use were at 17.02% (\$262,896.86 for August). Overall revenues for all categories were at 17.52% with \$1,034,032.30 collected from a budgeted revenue of \$5,901,662.80 for the year. July revenues totaled \$531,503.06. There was no transfer from operating reserves; a transfer to operating revenues in the amount of \$161,115.18 was made.

Expenses for operations and maintenance for the Administration, Distribution and Collection, Water Treatment, Wastewater Treatment and Stormwater Departments is budgeted at \$4,314,196.79. For the month of August, \$202,781.92 has been spent, for 11.84% of budget.

Energy Solutions Professionals Project: The antennas have been installed in all five locations and Utilities staff are currently able to read 1,131 of the 1,162 installed meters. The meters that are not picking up are being investigated by RTS. Neptune was here on August 25 to provide training and any additional troubleshooting that is necessary.

Meter Size	5/8"	1"	2"	3"	4"	6"
# Installed	983	296	110	8	4	1

N. Morley Sidewalk & Water Line Project: The contractor installing the new sidewalks is also installing new service lines for businesses along North Morley to move service lines from the failing 2" water main on the west side of N. Morley to the east side where an 8" water main exists. The subcontractor is back on-site this week to finish installing the water service lines on the project.

FEMA Emergency Declaration Disaster Funding: The grant money awarded will be 75% federal funding, 25% match. The projects recommended by FEMA to move forward for funding include the Sugar Creek Lake Road Slide, repair to a sewer in Homestead subdivision, and the spillway from Water Works Lake. The amount of the funding has not yet been determined.

Dept. Summary:

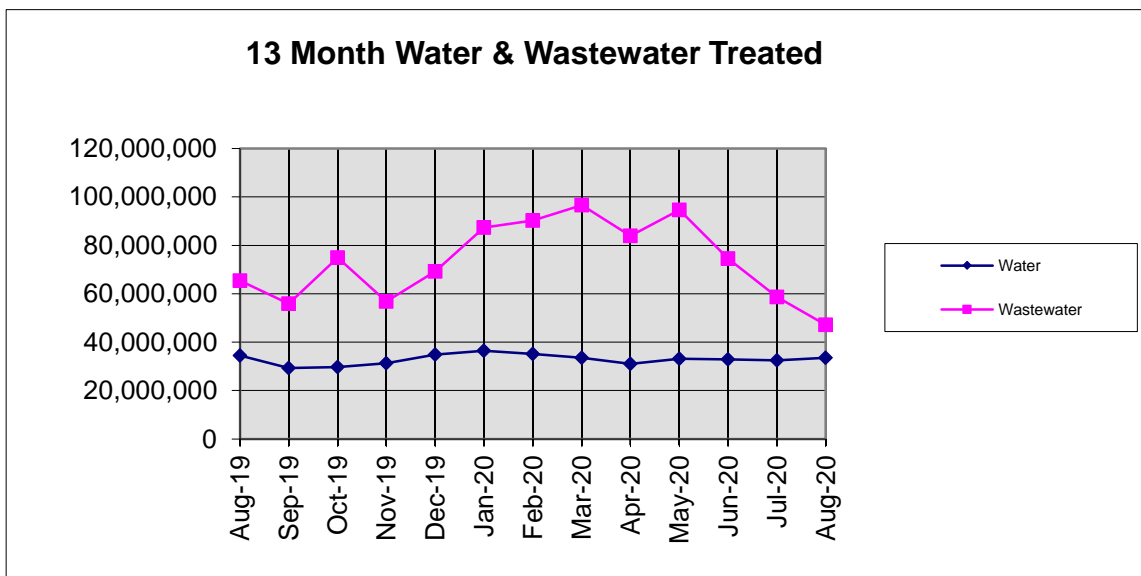
Drinking water produced:	33.593 (1.083 MG/Day)
Wastewater Treated:	47.128 MG (1.520 MG/Day)
Wastewater from Combined Sewer Overflows:	0.000MGM
Total precipitation for August	0.83 inches

Billing activity: 25,356,412 gallons of water in the amount of \$248,895.25 and 23,937,004 gallons of sewage in the amount of \$328,333.19

Staff issued 2460 bills for cycle 1 (Consumption between June 30 and August 2nd) in the amount of \$471,216.55 and 2671 bills for cycle 2 (Consumption between July 14 and August 14) in the amount of \$555,218.14 that included water, sewer, garbage, tax and arrears outstanding.

Unaccounted Water for August 2020 = 17.5%

Month	Water Produced	City Usage/ Unbilled	Water Leaks	Hydrant Flush	D&C Maint	Metered/Billed	Accounted	Unaccounted
August-2020	33,593,975	1,797,235	521,221	8,000	33,960	25,356,412	27,716,828	5,877,147



Distribution and Collection Department and Customer Service

- There were 5 water leaks. A boring crew caused one.
- Replaced eight meter valves.
- Inspected the hot tap on the water line for Plumrose, it passed.
- Poured 21.75 yards of concrete to patch utility cuts in roadways and sidewalks.
- Completed 344 Missouri one call tickets for locating water and sewer lines.
- Replaced 9 lead service lines at the following locations: 608 Promenade, 502 Promenade, 1218 Quinn, 1330 Quinn, 803 Monroe, 422 E. Logan, 720 Monroe, 1320 Concannon, and 1300 Concannon.

- Worked on fire hydrant repairs at Taylor Street/Morley Street.
- There were 20 Sewer calls.
- Completed Bac-T samples for the Cobblestone Creek Subdivision, Phase II.

Wastewater Treatment Facility

- Treated 47.128 MGM an average of 1.520 MGD.
- Transferred 1,313,770 gallons of sludge from the SBR's to the digesters.
- 0.83 inches of rain fell over a 4-day period.
- Land applied 583,910 gallons of biosolids on the land application fields.
- An SSO occurred at 820 Holman Rd. This event was reported to MDNR via the online reporting tool.
- No discharge from Taylor CSO (outfall 002).
- No discharge from Rollins CSO (outfall 003).
- No discharge from Seven Bridges CSO (outfall 004).
- No discharge from Holman Rd. CSO (outfall 005).
- Collected monthly plant samples and delivered them to Inovatia Labs in Fayette.
- Replaced the check ball on pump #1 at Seven Bridges station.
- Replaced all the float switches in the SBR basins at WWTP.
- Installed a new pump at Omar pump station in the #2 position.
- Met with R.E. Pedrotti to discuss SCADA upgrades at WWTP.
- Painted the air pipes for the SBR blowers.
- Completed the DMR QA STUDY 40 testing.

Water Plant

- We treated and pumped to town 33,593,975 gallons of water. This is a daily average of 1,083,677 gallons per day.
- Performed 3,678 lab tests on water at different stages of treatment.
- Collected and shipped distribution samples for DNR compliance to include the following- 16 bacteriological samples, total organic carbons and synthetic organic compounds.
- Collected lake samples from 8 locations on Sugar Creek for analysis.
- Performed annual maintenance on the ammonia feed system.
- Performed interior renovation of Rollins Water Tower. Crew was on site to sand blast and recoat the interior.
- Experienced a failure in the sludge scraper drive motor of one of our up flows; the equipment is out of service pending repairs. This equipment is obsolete, and we are having issues getting disassembling it and finding repair parts.

Water Quality Coordinator

- Stabilized and recycled 555.7 lbs. non-reusable materials.
- Distributed 830.95 lbs. of recycled material to Moberly residents for reuse.
- Accepted 1277.3 lbs. hazardous waste into the Household Hazardous Waste Facility.
- Helped Mess busters of Moberly with trash cleanup by Dollar General.

- Monitored Rothwell and Waterworks lake for Lakes of Missouri Volunteer Project.
- Performed final inspection to close Walmart DC Land Disturbance Permit (Paving Project).
- Scheduled annual stormwater inspections for municipal departments.
- Finished 3rd quarter outfall inspections.

MAEDC Economic Development Report

August 16, 2020 – September 12, 2020

MAEDC Activity Highlights

- Conversation with MO DED Project Manager, Jonathan Mack regarding upcoming DED initiatives and current service offerings.
- BRE Call with Advanced Disposal, discussed the impact of COVID-19 on the sanitation business and future plans. Advanced was purchased by Waste Management in 2019 and COVID-19 has delayed those efforts to some extent. Acquisition should be finalized soon.
- Attended Downtown Moberly CID Meeting
- Follow up conversations with Project Emerge
- Finalized applicant information for the rent buy down program in Downtown CID
- Reviewed feasibility study proposal for a downtown property
- Conversation with downtown hotel developer about status of the project and potential opportunities to pivot the project.
- Meeting with Notionfront to discuss launching the Econ Initiative
- BRE with Sam's Health Mart
- Hosted NMDP meeting in Moberly
- Organized luncheon with Congresswoman Vicky Hartzler in Moberly. Invited local dignitaries and local business owners.
- Collected due diligence information for Project Noel and sent to the City of Moberly
- Finalized site visit for hotel developer in late September
- Forwarded local incentives letter for Project Noel to Missouri Partnership
- Sent information to Retail Strategies for the USDA Rural Placemaking Innovation Challenge Grant for Downtown Redevelopment
- Hosted Vicky Hartzler for a luncheon in Moberly to discuss issues facing the local area.
- Joined a conference call about housing issues and potential solutions
- Collected letters of support for Retail Strategies grant opportunity
- Worked on Missouri Certified Site recertification applications
- Update conversation with Project Green Thumb
- Worked on Project Silver RFI for Howard County and submitted
- Discussed a new retail development possibility in southern Howard County
- Discussed local cost of living questions with local employer
- Sent message to prospect referred to us from HCEDC
- Arranged for an updated Phase One for MAIP as part of the Missouri Certified Site renewal
- Spoke with Bill Orendorff, Exchange Bank of New Franklin, to schedule a meeting to follow-up on a New Franklin project question
- Touched base with Mike Walters of Higbee regarding a property transaction that was recently scheduled for closing
- Talked with Patti Law regarding her PPI grant request for 420 & 422 W. Coates
- Talked with Anastasia Tiedemann, SBDC of Northeast Missouri, to obtain an email address

- Scheduled meetings with Fayette Mayor Kevin Oeth & Tyler Griffith, City Administrator. Also, scheduled a meeting with Bruce Addison, Addison Labs, Fayette
- Left multiple voicemails with other business leaders
- Left a voicemail and sent an email to Grafton Cook as a follow-up to discussions with St. Louis Seasonings
- Held a BRE conversation with Joe Orwig, Mid-Continent Livestock Supplements
- Replied to an email from J.B. Waggoner regarding project activity in the New Franklin area
- Updated the PPI grant summary
- Made copies of a revised draft PPI application for CID board review
- Rec'd Steve Powell's PPI grant and will deliver to Shirley Olney for final signatures
- Reviewed BRE spreadsheets to determine those remaining to contact
- Spoke with Steve Walsh, Congresswoman Vicky Hartzler, regarding scheduling a tour of a Glasgow manufacturing plant
- Contacted Allen Maupin, Penny Plate, regarding the potential for their company to host Congresswoman Vicky Hartzler for a plant tour on Aug. 31
- Delivered Steve Powell's PPI contract to Shirley Olney and updated the status of existing outstanding projects
- Meetings with Bill Orendorff, Exchange National Bank – New Franklin; Bruce Addison and Karlin Yaeger, Addison Biological Labs; Tyler Griffith and Kevin Oeth, City of Fayette; Warden Scott Weber, Moberly Correctional Center; and, Donna Bell, David Ball, & Daren Dowell, Chariton Valley Communications
- Sent an email to Paris Superintendent Aaron Vitt to schedule a conversation regarding a potential project that would include an education component
- Sent an email to Sylvia Durbin, new owner of the Snoddy's store in New Franklin, to congratulate her and her husband on their recent acquisition
- Sent follow-up information to Lloyd Gittemeier regarding an educational project
- Sent Steve Walsh, Congresswoman Vicky Hartzler, contact information for Phoenix Manufacturing
- Sent Bruce Addison a link to Angels Landing/Lantern Pointe
- Sent Randal Weidenaar the revised PPI application for posting on our website
- Sent Kelsey Jeffries, Dusty Pollard, & Brooke Foster texts regarding the availability of the new PPI grant applications. Followed with an email to Dusty upon his response
- Responded to Shannon Sehnert regarding her receipt of the PPI grant application
- Travelled to MFA Oil to take pictures of the progress at Plumrose. Reviewed and organized pictures for use
- Phone conversation with Paris Superintendent Aaron Vitt regarding a potential educational project
- Zoomed with J.B. Waggoner and Amber Overfelt to discuss Howard County initiatives
- Left a voicemail for Daniel Ess regarding a potential educational project
- Scheduled a meeting with Bonni Arnold regarding a business project she is considering
- Scheduled a meeting with Howard County Commissioner-Elect Jeff Stockhorst
- Talked with Larry Schnell, Schnell Construction, developers of Angels Landing & Lantern Pointe to seek a meeting regarding his development experiences

- Began work on the recertification paperwork for the Howard County Industrial Park Missouri Certified Site Program
- Dropped in Higbee Auto Salvage to connect with Louise Walter regarding her property transfer
- Dropped by Cooper's Oak Winery to speak with Dale Kirby regarding progress on his potential project
- Met with Amber Overfelt to pick up the original certification documents for the Howard County Industrial Park
- Met with Howard County Commissioner-Elect Jeff Stockhorst to discuss Howard County economic development
- Responded to Preston Ferguson regarding City of Moberly bid sheets for a city project
- Continued work on Howard County Industrial Park Missouri Certified Site recertification
- Contacted Spire to connect with a Howard County representative regarding natural gas availability to the Howard County Industrial Park
- Spoke with the Missouri Department of Economic development to obtain a Word document to assist with recertification
- Contacted the Howard County Assessor's and Collector's office to obtain taxing information related to the Howard County Industrial Park
- Per Bonni Arnold's request, rescheduled a meeting with her for Thursday, September 3
- Sent BRE check-in emails to Andrew Bonderer, PCE; Todd Culley, Boone Electric; Rusty Dutton, Capital Materials Paving; Allan Moore, Moore & Shryock; Chris Roberts, Central States, MEP; Larry Slates, Mid-Missouri Electric; Holly Wipfler, Ameren Missouri; David Ausmus, Howe Company; James Holman, JT Holman Construction; Pam MacDonald, MAC RAK; Dr. Cliff Miller, Green Hills Vet; Dr. John O'Loughlin, O'Loughlin Dental; Teresa Stackhouse, Wal-Mart; Mitch Parrish, Moberly Ready Mix; Drs. Kent Johnson & Carl Liebhart, Smile Dental
- Responded to an email from Andrew Bonderer, PCE
- Responded to an email from Jason Monnig
- Sent a BRE email to Rob Clapp, Wal-Mart DC
- Assisted Abbey Sago, MPMC, reschedule a FB Live interview between Michael and Dr. Hoyt
- Spoke with Woody McCutcheon, Howard County Assessor, to obtain property tax documentation for Missouri Certified Site recertification of the Howard County Industrial Park
- Joined Michael and a Glasgow businessperson to discuss a potential Glasgow project
- Had a BRE conversation with Andy Bonderer, PCE
- Exchanged emails with Amber Overfelt to obtain pertinent history regarding the Howard County Industrial Park
- Provided Missouri Partnership information to Spire Energy Western District Representative Theresa Garza regarding Project Silver
- Left a second voicemail for Dan Ess, MACC Mexico Campus, to discuss a potential regional agriculture educational project
- Talked with Lloyd Gittemeier to update him on the status of our progress regarding a regional ag education project
- Exchanged emails with Amber Overfelt and Michael regarding ongoing needs related to the recertification of the Howard County Industrial Park
- Exchanged emails with Theresa Garza, Spire Energy, to assist her with identifying the location of the Howard County Industrial Park by aerial photo
- Spoke with former State Representative T.J. Berry regarding small business economic development issues and resources

- Sent Theresa Garza a request for information in association with the Howard County Industrial Park recertification
- Researched MoSourceLink for application of its resources to area small businesses
- Contacted Grafton Cook to confirm the ISP for MO-PAC
- Returned a call to an inquirer seeking information about the Fayette spec building
- Sought out information regarding the potential of the new owners of a local agri-business to continue similar operations
- Sent an additional aerial map of the Howard County Industrial Park to Theresa Garza with Spire Energy
- Signed up for a webinar regarding retail sales for the holiday season but received an incorrect link to connect
- Exchanged a BRE email with Holly Wipfler, Ameren
- Exchanged emails with Tara Kunze, Fayette City Clerk, regarding obtaining a copy of their latest wastewater quality or compliance report
- Contacted Wayne Wilcox, Randolph County Commission, regarding the commission inquiry into the future potential plans for a local agri-business
- Participated in Zoom meeting with Bonni Arnold and Tina Cook. Reviewed their information provided by email and sent a follow up email
- Relayed a Project Silver response from Theresa Garza, Spire Energy, to Michael
- Shared multiple emails and spoke with Shirley Olney, City of Moberly, regarding PPI issues and contracts
- Exchanged BRE information received from Rob Clapp, Wal-Mart DC with Michael
- Continued work on the Howard County Industrial Park site recertification paperwork
- Continued work on the Howard County Industrial Park site recertification paperwork
- Began work on the Moberly Area Industrial Park site recertification paperwork
- Returned two Spire Energy calls and responded to one email regarding their gas capabilities for the Howard County Industrial Park
- Sent a wastewater compliance report request to Mary West, City of Moberly, regarding the Moberly Area Industrial Park recertification
- Left a voicemail with the Missouri Department of Natural Resources State Historic Preservation Office regarding completing the Section 106 Project Information form
- Spoke with Joshua Couture about a development possibility



Moberly Area Chamber of Commerce
 211 West Reed | Moberly, MO 65270
 p. 660.263.6070 | f. 660.263.9443
www.moberlychamber.com
www.moberly.com

September 21, 2020

Report on: Tourism Promotion Services Agreement

Services Completed:

- Completed visitors guide design & had it printed
- Submitted Show Me Strong Funding Application from the Missouri Division of Tourism
 - Started using some of this marketing money, coordinating with different media outlets, signing contracts, purchased hand sanitizer and other PPE
 - Pushed out Drive-in Ad & Junk Junktion Ad
 - Started on Round two of application
- Met with committee about downtown beautification improvements
 - Researched various grants
- Submitted Missouri Division of Tourism Quarter 4 Report
- Attended CID meeting
- Started on social media training
- Continued finalizing plans for Junk Junktion 2020
 - Have over 70 vendors
 - In conjunction with a car show
 - A more detailed report will be given at October's City Council meeting
- Assisted new Chamber Intern Karlye with various tasks
- Coordinated a Live video on the Depot District's Facebook page about tourism asset, Vintage 424
- Traveled to the Amish Community & Murphy Lakes Wedding Venue in Higbee
- Continued to assist our area businesses/attractions with online sales platforms, business resources and other needs during this time to prevent permanent closing
 - Informed the public on what have been going on with area businesses
- Wrote September blog over Junk Junktion 2020
- Sent a pitch to travel writer magazine Lifney about Moberly
- Been working with the Director of the Missouri Film Office & continuing building that relationship
- Continued working on the Historical/Tourism App w/ committee
- Continued revisions to Tourism website (www.moberly.com) to optimize performance and information being distributed. Updated content to reflect new events, activities and submissions.
- Generated graphics, content calendar and shared social media posts for all Randolph County events/tourism attractions to promote regional activity
- Promoted all upcoming events
- Answered all calls and emails regarding events and assets in Randolph County
- Restocked the hotels with the new visitors guide & other information

Services Planned:

- Develop Cooperative Marketing Efforts with Tourism Consultant
- Develop Performance Measures with Tourism Consultant



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Social Media Reporting Likes/Follows

	May	June	July	August	September
Facebook-Chamber Page	3,959	4,192	4,419	4,453	4,579
Facebook-Depot District	675	676	685	872	978
Facebook-Com Betterment	221	543	550	559	565
Twitter	483	484	480	481	483
Instagram	795	809	830	853	875
Instagram # of posts	691	703	732	760	787



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Tourism Promotion Services Agreement

Moberly Area Chamber of Commerce 2019 Service Agreement Billing

Item Number Description	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL BILLED
102.000.5212 Advertising	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00				\$ 13,500.00
102.000.5406 Contract Labor	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00				\$ 45,000.00
102.000.5411 Administrative Fees	\$ 583.00	\$ 583.00	\$ 583.00	\$ 583.00	\$ 583.00	\$ 583.00	\$ 583.00	\$ 583.00	\$ 583.00				\$ 5,247.00
102.000.5506 Consultant Contract	\$ -	\$ 417.00	\$ 417.00	\$ 417.00	\$ 417.00	\$ 417.00	\$ 417.00	\$ 417.00	\$ 417.00				\$ 3,336.00
	\$ 7,083.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -	\$ -	\$ 67,083.00

Moberly, MO - Combined SEM - Monthly Summary

1,408 Total Clicks

Month	Client	Platform	Clicks	Impressions	CTR	Avg CPC	Matched Media Cost	Management Fee	Invoice Total
August	Moberly	google	1,408	29,316	4.80%	\$0.57	400.53	80.11	\$480.63

City of Moberly City Council Agenda Summary

Agenda Number: #17.
 Department: Administration
 Date: September 21, 2020

Agenda Item: Appointment of Council member to Fire Chief Hiring Committee.

Summary: Staff would like to have a Council member appointed to the Fire Chief Hiring Committee.

Recommended

Action: Appoint a Councilmember to this board.

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

Shirley Olney

From: Brian Crane
Sent: Friday, September 04, 2020 12:45 PM
To: Shirley Olney
Subject: FW: Recommendation for Fire Chief Committee

Please place this in council board packet.

From: Marva Viley <mv@cityofmoberly.com>
Sent: Friday, September 4, 2020 11:45 AM
To: Brian Crane <bcrane@cityofmoberly.com>
Subject: Recommendation for Fire Chief Committee

Brian,

I would like to recommend the following for the Fire Chief selection committee.

1. City Manager
2. HR Department
3. Council Member
4. Some one from the Fire Union
5. Fire Captain Bobby Hardy

Let me know your thoughts.

Marva Viley
Human Resource Director

660-269-7670
Fax 660-263-4992