

**NOTICE OF OPEN MEETING**  
**A G E N D A**  
**COUNCIL MEETING**  
**City of Moberly**  
**City Council Room – Moberly City Hall**  
**101 West Reed Street**  
**January 03, 2022**  
**6:00 PM**

**Posted:**

**Pledge of Allegiance**

**Roll Call**

**Approval of Agenda**

**Approval of Minutes**

1. Approval Of Minutes.

**Recognition of Visitors**

**Communications, Requests, Informational Items**

**Public Hearing and Receipt of Bids**

2. Receipt Of Bids To Purchase 10 Mobile Data Terminals (MDT) For The Police Department.

**Ordinances & Resolutions**

3. An Ordinance Approving A Missouri Highways And Transportation Commission Cost Share Agreement For Business 63 Highway And Authorizing The City Manager To Execute The Agreement On Behalf Of The City Of Moberly.
4. An Ordinance Approving A Cooperative Development Agreement Between The City Of Moberly, The Moberly Area Economic Development Authority And GRC Real Estate, LLC.
5. A Resolution Accepting The Bid Of And Authorizing The Purchase Of Ten Mobile Data Terminals From Turn-Key Mobile, Inc.
6. A Resolution Stating Intent To Contract With Mark Twain Regional Council Of Governments To Serve As A Grant Administrator If The City Receives A CDBG Grant For Moberly Kiwanis Park.
7. A Resolution Accepting The Proposal And Authorizing Contracting With Emergency Services Consulting International For A Fire Station Resource Location Study.
8. A Resolution Authorizing The City Manager To Purchase Sole Source UV System Parts For The Wastewater Treatment Plant From Suez Treatment Solutions Inc.
9. A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

**Anything Else to Come Before the Council**

10. Consideration Of A Motion To Move the January 17, 2022 Council Meeting to January 18, 2022.
11. Consideration Of A Motion To Move The February 21, 2022 Council Meeting to February 22, 2022.
12. Consideration Of A Motion To Adjourn To A Work Session

**Adjournment**

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

December 20, 2021  
City of Moberly, Missouri Council Minutes

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

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

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

A motion was made by Kyser and seconded by Brubaker 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 the December 6, 2021, and December 14, 2021, Council meetings as presented. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kyser introduced a bill for an ordinance entitled: **"AN ORDINANCE ACCEPTING CHANGE ORDER NO. 2 IN THE AMOUNT OF \$48,553.30 TO THE OMAR N. BRADLEY REGIONAL AIRPORT RUNWAY RECONSTRUCTION PROJECT"** 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 ADOPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION TO APPROVE THE RE-ZONING APPLICATION OF LARRY AND LINDA SCHNELL FOR PROPERTY LOCATED IN THE 1500-1800 BLOCKS OF SOUTH WILLIAMS STREET"** 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: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Davis seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kimmons introduced a bill for an ordinance entitled: **"AN ORDINANCE ADOPTING IN PART THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION TO APPROVE THE RE-ZONING APPLICATION OF ADAIR HATHAWAY FOR PROPERTY DESCRIBED ON THE EAGLE TREE RIDGE PRELIMINARY PLAT"** 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: 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. Kimmons 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.

Davis made a motion to table agenda item No. 5, Bill No. 9683, **"AN ORDINANCE APPROVING A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION COST SHARE AGREEMENT FOR BUSINESS 63 HIGHWAY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF MOBERLY"**, until the January 3, 2022, City Council meeting. Brubaker seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: None. Bill No. 9683 was tabled until the January 3, 2022, City Council meeting.

Kyser introduced a bill for an ordinance entitled: **"AN ORDINANCE AUTHORIZING THE CITY MANAGER OF MOBERLY, MISSOURI TO EXECUTE A COOPERATIVE AGREEMENT FOR TOURISM PROMOTION SERVICES WITH THE MOBERLY CHAMBER OF COMMERCE"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. 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 RESOLUTION AUTHORIZING THE CITY MANAGER OF THE CITY OF MOBERLY, MISSOURI AND THE CHIEF OF POLICE TO EXECUTE A CONTRACT FOR ADDITIONAL POLICING SERVICES WITH THE HOUSING AUTHORITY OF THE CITY OF MOBERLY, MISSOURI"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Davis to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kimmons introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PLANNED EQUIPMENT MAINTENANCE AGREEMENT WITH CUMMINS, INC., FOR ANNUAL GENERATOR MAINTENANCE"** and made a motion for it to be read. Davis seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Kyser to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Davis introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FARM SITE CONSERVATION IMPROVEMENTS AGREEMENT WITH 4-HIM CONSTRUCTION, LLC"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Davis and seconded by Brubaker to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kyser introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LETTER AGREEMENT WITH JACOBS ENGINEERING GROUP, INC., FOR PROFESSIONAL ENGINEERING SERVICES TO DESIGN AND IMPLEMENT THE WATER TREATMENT PLANT UPFLOW CLARIFIER REHABILITATION"** and made a motion for it to be read. Kimmons seconded

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

Brubaker introduced **"A RESOLUTION AUTHORIZING A TIMBER REMOVAL AND SALE AGREEMENT WITH SUNDERLAND TRUCKING, LLC"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Davis to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kimmons introduced **"A RESOLUTION AUTHORIZING AND ACCEPTING TWO CHANGE ORDERS WITH ROSENBAUER SOUTH DAKOTA, LLC FOR ADJUSTMENTS IN COSTS TO THE FIRE ENGINE PUMPER"** and made a motion for it to be read. Davis seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Davis to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Davis introduced **"A RESOLUTION AUTHORIZING THE MOBERLY FIRE DEPARTMENT TO SUBMIT A GRANT APPLICATION WITH THE ASSISTANCE TO FIREFIGHTERS PROGRAM"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Brubaker and seconded by Kyser to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kyser introduced **"A RESOLUTION OF THE CITY OF MOBERLY, MISSOURI, STATING INTENT TO SEEK FUNDING THROUGH THE LAND AND WATER CONSERVATION FUND PROGRAM AND AUTHORIZING THE DIRECTOR OF PARKS AND RECREATION TO PURSUE ACTIVITIES IN AN ATTEMPT TO SECURE FUNDING"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Brubaker to adopt the Resolution. 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 \$1,102,346.66"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Davis to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Monthly reports were received from various departments.

Members from the news media present were: Erik Duick , KWIIX/KRES Radio Station.

A motion was made by Kyser and seconded by Brubaker to adjourn to a work session followed by a closed session to discuss the status of pending legal and real estate. (Closed Statute 610.021) (1,2). Roll call vote: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

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:

A Resolution Accepting The Proposal Of Emergency Services Consulting International For A Fire Station Resource Location Study.

Receipt Of Bids To Purchase 10 Mobile Data Terminals (MDT) For The Police Department.

A Request From John Meystrik To Vacate An Alley Between 24 Urbandale And 28 Urbandale And Turn The Property To The Adjacent Properties.

A Discussion Regarding Purchase Of Annual UV System Parts From Suez Treatment Solutions, Inc. Authorizing The City Manager To Execute The Purchase On Behalf Of The City.

A Request From Tom Sanders, Director Of Community Of Development, To Make The 500 Block Of West Logan And The 300 Block Of West Hinton No Parking On The South Due To The Streets Being Less Than 18' Wide.

# City of Moberly

## City Council Agenda Summary

Agenda Number: #2.  
 Department: Police  
 Date: January 3, 2022

**Agenda Item:** Receipt Of Bids To Purchase 10 Mobile Data Terminals (MDT) For The Police Department.

**Summary:** The Police Department utilizes Mobile Data Terminals in all vehicles assigned to the patrol division to access our report management system. The allows officers the ability to complete reports in the field, access records, access booking photographs and access to MULES to check license plates and driver's license when on traffic stops. Our current MDTs were purchased in 2015, three are no longer usable. Three bids were received from three authorized Panasonic dealers for the Panasonic Toughbook FZ-55FZ-13VM unit. This is the updated version of our current Panasonic Toughbook MDT. Bids were received from Turn-Key Mobile Inc Jefferson City MO, CDS Office Technologies, Springfield IL, and Mooringtech Atlanta GA. The bids were for ten new MDT only. Each bid had additional options included on the bids (docking stations, brackets, and power sources) which are not needed at this time. The bids received are as follows

Turn-Key Mobile \$3,150.00 ea. Ten units \$31,500  
 CDS Technologies \$2,861.00 ea. Ten units \$28,610  
 Mooringtech \$3,295.99 ea. Ten units \$32,950 plus 750.00 shipping

Turn-Key is \$2,890.00 dollars higher than CDS Technologies. Turn-Key Mobile is in Jefferson City MO, is the company we have purchased all our previous MDTs from and only an hour drive away. Moberly Police would prefer to purchase from a Missouri Company not one in Springfield IL. Turn-Key Mobile would be much easier to access for repairs and returns if needed.

**Recommended Action** Approve the request

**Fund Name:**

**Account Number:**

**Available Budget \$:**

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

6



# Turn-Key Mobile, Inc.

4510 Country Club Dr  
Jefferson City, MO 65109

573-893-9888 Office 314-754-9794 Fax

## Proposal

Date	Proposal #
10/29/2021	27540

Name / Address
Moberly Police Department 300 N Clark St Moberly, MO 65270

Sales Rep	Prepared By	PO #	Accepted By
BH	Kate		

Item	Description	Qty	Rate	Total
FZ-55FZ-13VM	Panasonic Public Sector Specific, Win10 Pro, Intel Core i5-1145G7 (up to 4.4GHz), vPro, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, 512GB OPAL SSD, Intel Wi-Fi 6, Bluetooth, 4G LTE Band 14 (EM7511), GPS, Dual Pass (Ch1:GPS/Ch2:WWAN), Infrared Webcam, Standard Battery, TPM 2.0, Emissive Backlit Keyboard, Flat, CF-SVC512SSD3Y - 3 Year No Return of Defective Drive, CF-SVCADDPRM12B - 1 Year Absolute Resilience Panasonic Warranty Bundle SKU Only, CF-SVCLTNF3YR - 3 Year Protection Plus Warranty, CF-SVCPDEP3Y - 3 Year Premier Deployment  Options: (these items not included in total price)	10	3,150.00	31,500.00
CF-SVCPSY5	Panasonic Service Bundle 4th and 5th years Public Safety Service Bundle Add on (Year 4 & 5 only). Must be purchased in conjunction with PS bundle base unit. Includes Premier, Protection Plus, Customer Portal, Disk Image Management, HDD No Return	0	592.00	0.00
7160-0578-00	GAMBER JOHNSON Panasonic Toughbook 54 Laptop Computer Vehicle Cradle - No Electronics	0	278.00	0.00
7170-0250	GAMBER JOHNSON CF-54/55 Docking Station Kit - NO RF, comes with Lind External Power Supply	0	927.00	0.00
<b>Proposals are good for 30 days. Please ask your rep for updated pricing and availability.</b>		<b>Total</b> \$31,500.00		

Shipping is not included.

Signature \_\_\_\_\_



CDS Office Technologies  
612 South Dirksen Parkway  
Springfield, Illinois 62703  
United States  
(P) 217-553-0726

Quotation (Open)	
Date	Nov 29, 2021 03:53 PM CST
Modified Date	Nov 29, 2021 04:38 PM CST
Quote #	493008 - rev 1 of 1
Description	(10) TB 55 Premium Public Sector Service Package Solutions
SalesRep	Clark, Ronald (P) 217-553-0726
Customer Contact	Smith, Bobbie (P) 660-263-0346 bsmith@moberlypd.com

**Customer**  
Moberly Police  
Department (MP8976)  
Smith, Bobbie  
300 N Clark  
Moberly, MO 65270  
United States  
(P) 660-263-0346

**Bill To**  
Moberly Police Department  
Smith, Bobbie  
300 N Clark  
Moberly, MO 65270  
United States  
(P) 660-263-0346  
bsmith@moberlypd.com

**Ship To**  
Moberly Police Department  
Smith, Bobbie  
300 N Clark  
Moberly, MO 65270  
United States  
(P) 660-263-0346  
bsmith@moberlypd.com

**Customer PO:**

**Terms:**  
Undefined

**Ship Via:**  
Best Way

**Special Instructions:**  
DROP SHIP

**Carrier Account #:**

#	Description	Part #	Qty	Unit Price	Total
1	Panasonic Toughbook 55 Premium Public Service Package Win10 Pro, Intel Core i5-1145G7 (up to 4.4Ghz), vPro, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, 512GB OPAL SSD, Intel Wi-Fi 6, Bluetooth, 4G LTE Band 14 (EM7511), GPS, Dual Pass (Ch1:GPS/Ch2:WWAN), Infrared Webcam, Standard Battery, TPM 2.0, Emissive Note: Backlit Keyboard, Flat, CF-SVC512SSD3Y - 3 Year No Return of Defective Drive, CF-SVCADDPRM12B - 1 Year Absolute Resilience Panasonic Warranty Bundle SKU Only, CF-SVCLTNF3YR - 3 Year Protection Plus Warranty, CF-SVCPDEP3Y - 3 Year Premier Deployment	FZ-55FZ-13VM	10	\$2,861.00	\$28,610.00
2	Havis - Cradle for Toughbook 55 with Power Supply	DS-PAN-436	10	\$378.00	\$3,780.00
<b>OPTIONAL - TOUGHBOOK 55 DOCKING STATION &amp; MULTIPURPOSE BRACKET</b>					
3	Havis - Docking Station with Dual Pass-through Antenna and Power Supply for Toughbook 55	DS-PAN-432-2	10	\$775.00	\$7,750.00
4	Multipurpose Bracket Secures Power Supplies on Havis Docking Stations or Cradles	LPS-211	10	\$26.00	\$260.00
				<b>Subtotal:</b>	<b>\$40,400.00</b>
				Tax (7.7380%):	\$0.00
				Shipping:	\$0.00
				<b>Total:</b>	<b>\$40,400.00</b>

CDS Office Technologies disclaims any responsibility for product information and products described on this site. Some product information may be confusing without additional explanation. All product information, including prices, features, and availability, is subject to change without notice. Applicable taxes & shipping may be added to the final order. All returns must be accompanied by original invoice and authorized RMA number within 30 days of invoice date and are subject to a 15%



Tel: 877-532-8088  
Fax: 281-259-6615

michael.cayes@mooringtech.com  
<https://www.mooringtech.com>

**Bill To:**

Moberly Police Department  
Bobby Smith  
300 N Clark St  
Moberly Police Department  
Moberly MO 65270  
USA  
660-263-0346

# Sales Quotation

Quotation No.:58974

Page 1 of 1

**Order Date:** 11/29/2021  
**Valid Until:** 12/29/2021  
**Customer Number:** C28842  
**Rep:** Michael Cayes  
**Terms:** ON\_INVOICE (WIRE/CHECK)  
**Customer Ref:**

**Ship To:**

Moberly Police Department  
Bobby Smith  
300 N Clark St  
Moberly Police Department  
Moberly MO 65270  
USA  
660-263-0346

Item Code	Description	Condition	Quantity	Price	Total
FZ-55FZ-13VM	Public Sector Specific, Win10 Pro, Intel Core i5-1145G7 (up to 4.4Ghz), vPro, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, 512GB OPAL SSD, Intel Wi-Fi 6, Bluetooth, 4G LTE Band 14 (EM7511), GPS, Dual Pass (Ch1:GPS/Ch2:WWAN), Infrared Webcam, Standard Battery, TPM 2.0, Emissive Backlit Keyboard, Flat, CF-SVC512SSD3Y - 3 Year No Return of Defective Drive, CF-SVCADDP12B - 1 Year Absolute Resilience Panasonic Warranty Bundle SKU Only, CF-SVCLTNF3YR - 3 Year Protection Plus Warranty, CF-SVCPDEP3Y - 3 Year Premier Deployment	NEW	10	3,295.00	32,950.00
GJ-55TLVD2L	TOUGHBOOK 55 GAMBER-JOHNSON TRIMLINE DUAL PASS THRU LAPTOP VEHICLE DOCK WITH LIND POWER ADAPTER - COMPATIBILITY CF-54 FZ-55	NEW	10	1,395.00	13,950.00
7170-0138	Kit, Dodge Charger 2011-2014, Pedestal	NEW	10	495.00	4,950.00
				Freight	\$750.00
				Tax	\$0.00
				Total	\$52,600.00

FZ-55 x 10

## Terms and Conditions

- \* Any refunds, for any reason (including cancellations), if payment was made with American Express, refund will be less 4% American Express merchant processing charge.
- \* All shipments are FOB Destination, Freight Prepaid & Add, unless using customer shipping account, if freight not shown on quote, it will be added to Invoice.
- \* Payment must be made in U.S. dollars.
- \* Pricing and quantities are subject to change.
- \* Mooring Tech reserves the right to substitute products of equal or greater specifications.
- \* Invoices are subject to late payment charges of 18% per year computed monthly after due date.
- \* All products are sold "AS IS"
- \* No credit allowed for goods returned without prior approval.
- \* ALL RETURNS MUST BE ACCOMPANIED BY A RETURN MATERIAL AUTHORIZATION NUMBER AND ARE SUBJECT TO A 20% RESTOCK/HANDLING FEE.
- \* Claims for loss or damage in shipment must be made to the carrier by the Customer. All others must be made to Mooring Tech within 2 days of receipt of goods. All goods shipped at the buyer's risk.
- \* Customer also agrees to pay such attorney's fees and costs as are actually incurred for the collection of this amount whether or not suit is instituted.
- \* All product and services on this invoice will remain the property of Mooring Tech and will be fully encumbered until full payment has been remitted.
- \* Terms orders are based off from payment being made via check or ACH or Wire. If Credit Card is presented as payment, an administrative fee of 3.5% plus \$25.00 will be added to the corrected invoice.

Mooring Tech strives to bring our customers the best possible price everyday.

restocking fee. Due to manufacturer's restrictions, Panasonic items are not eligible for return. Late fees may apply to payments past 30 days from invoice date. Please contact your sales representative if you have any questions.

# City of Moberly

## City Council Agenda Summary

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

#3.

Department: Public Works

Date: January 3, 2022

**Agenda Item:** An Ordinance Approving A Missouri Highways And Transportation Commission Cost Share Agreement For Business 63 Highway And Authorizing The City Manager To Execute The Agreement On Behalf Of The City Of Moberly.

**Summary:** This is the cost share agreement for a 50/50 cost share for improvements to S. Morley which include a third turn lane for phase 1 of this overall project on South Morley, which will extend from Burkhardt to Urbandale Dr. (Route M). The full build out for the total project is estimated at \$11M as of April 2021 cost figures.

Phase 1 third lane project is from Burkhardt to Carpenter and will also include drainage and sidewalk improvements in that area.

Modot will participate 50/50 up to a total cost of \$2,132,322, any cost beyond that would be upon the City.

### Recommended

**Action:** Approve this ordinance.

**Fund Name:** N/A

**Account Number:** N/A

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

### ATTACHMENTS:

___ Memo	___ Council Minutes
___ Staff Report	<u>x</u> Proposed Ordinance
___ Correspondence	___ Proposed Resolution
___ Bid Tabulation	___ Attorney's Report
___ P/C Recommendation	___ Petition
___ P/C Minutes	___ Contract
___ Application	___ Budget Amendment
___ Citizen	___ Legal Notice
___ Consultant Report	___ Other _____

### Roll Call

Aye

Nay

### Mayor

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

\_\_\_

### Council Member

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

\_\_\_

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

\_\_\_

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

\_\_\_

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

\_\_\_

Passed Failed

**BILL NO: 9683**

**ORDINANCE NO: 9683**

**AN ORDINANCE APPROVING A MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION COST SHARE AGREEMENT FOR BUSINESS  
63 HIGHWAY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE  
AGREEMENT ON BEHALF OF THE CITY OF MOBERLY.**

**Whereas**, city staff and the Missouri Highway and Transportation Commission (the “Commission”) have reached agreement for a 50/50 cost share agreement for improvements to Business 63/South Morley including an extension from Burkhart to Urbandale Drive and a third turn lane; and

**Whereas**, the Commission has submitted a Cost Share Agreement, attached, identified as Project No. JNE0002 for purposes of memorializing this agreement; and

**Whereas**, city staff recommends approving this Agreement and authorizing the City Manager to execute the agreement on behalf of the city.

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

**SECTION ONE:** That the city hereby accepts and approves the Missouri Highways and Transportation Commission’s Cost Share Agreement (the “Agreement”) attached hereto.

**SECTION TWO:** That the City Manager, Brian Crane, is hereby authorized to execute the Agreement on behalf of the City of Moberly and to take such other and further action as may be required to effectuate the purpose of this ordinance.

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

**PASSED AND ADOPTED** by the Council of the City of Moberly, Missouri, this 3rd day of January 2022.

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

**ATTEST:**

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

A motion was made by Davis and seconded by Brubaker to table Bill No. 9683 until the January 3, 2021, City Council Meeting. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: None.

CCO Form: FS08  
Approved: 03/04 (BDG)  
Revised: 03/17 (MWH)  
Modified:

Route Bus. 63, Randolph County  
Project No. JNE0002  
City of Moberly

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
COST SHARE AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Moberly (hereinafter, "Entity").

WITNESSETH:

WHEREAS, the Entity applied to the Commission's Cost Share Committee for participation in the Commission's *Cost Share Program*; and

WHEREAS, on June 17, 2021, the Cost Share Committee approved the Entity's application to the *Cost Share Program* subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to co-ordinate the participation by the Entity in the cost of the Commission's Project JNE0002.

(2) LOCATION: The transportation improvement that is the subject of this Agreement is contemplated at the following location:

Business Route 63 from Burkhart Street to Carpenter Street

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Entity and the Commission.

(4) COMMISSION REPRESENTATIVE: The Commission's Northeast (NE) District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(5) ASSIGNMENT: The Entity shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(6) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Entity shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(7) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Entity with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Entity.

(8) PLANS AND CONSTRUCTION: The Entity shall be responsible for preparation of plans, specifications and construction for the herein improvements. This includes design, letting of project, and inspection of project. The plans shall be prepared in accordance with and conform to Commission requirements.

(9) ENVIRONMENTAL: The Entity shall be responsible for obtaining all the necessary clearances, certifications and classification for environmental, historical and cultural requirements in accordance with the Commission requirements prior to the Plans, Specifications, and Estimates (PS&E) submittal date.

(10) REVIEW OF BIDS AND CONTRACT AWARD: The Entity shall be responsible for letting the work for the herein improvement, which includes advertising the project for bids and awarding the construction contract. The project shall be constructed in accordance with and conform to the Commission requirements. The Entity shall solicit bids for the herein improvement in accordance with plans developed by the Entity, or as the plans may from time to time be modified in order to carry out the work as contemplated. The Entity shall award the contract to the lowest, responsive, responsible bidder. Prior to awarding the contract, the Entity shall obtain concurrence in award from the Commission.

(11) REASONABLE PROGRESS: If the project is withdrawn for not meeting reasonable progress, the Entity agrees to repay the Commission for any progress payments made to the Entity for the project and agrees that the Commission may deduct progress payments made to the Entity from future payments to the Entity.

(12) FINANCIAL RESPONSIBILITIES: With regard to work under this Agreement, the Entity agrees as follows:

(A) The total project cost is currently estimated to be Two Million, One Hundred Thirty Two Thousand, Three Hundred Twenty Two dollars (\$2,132,322) and will include preliminary engineering, preliminary engineering review, right of way acquisitions, right of way review, utilities, construction, inspection and construction engineering review. The details of the estimated cost breakdown are listed in "Exhibit B", which is attached hereto and made part hereof.

(B) The Commission will pay for fifty percent (50%) of the total project cost, not to exceed One Million, Sixty Six Thousand, One Hundred Sixty One dollars (\$1,066,161). Of this amount, the Commission shall provide One Million, Fifty Six Thousand, One Hundred Sixty One dollars (\$1,056,161) from the Commission's Cost Share program, of which One Hundred Forty-Seven Thousand, Eight Hundred One dollars (\$147,801) is available in State Fiscal Year 2022 and Nine Hundred Eight Thousand, Three Hundred Sixty dollars (\$908,360) is available in State Fiscal Year 2024, and preliminary engineering review, construction engineering review, and right of way review services by its District Program Delivery personnel estimated to total Ten Thousand dollars (\$10,000)

(C) The Entity shall be responsible for fifty percent (50%) of the total project cost, currently estimated at One Million, Sixty Six Thousand, One Hundred Sixty One dollars (\$1,066,161). The Entity may invoice the Commission monthly after Commission Cost Share program eligible project costs are incurred: beginning in July 1, 2021. The check from the Commission of the Entity will be made payable to the Entity, the City of Moberly.

(D) The Entity shall be responsible for the balance of the project in excess of Two Million, One Hundred Thirty Two Thousand, Three Hundred Twenty Two dollars (\$2,132,322). The Entity shall be responsible for all cost overruns.

(13) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, the Entity shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules, and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. The Commission will review the parcels being acquired and approve legal descriptions prior to the deeds being executed by the property owners. The Entity shall submit to the Commission the Right of Way Clearance Certification in a form provided to the Entity by the Commission. Upon approval of all agreements, plans and specifications by the Commission, the Entity shall file copies of the plans with the City Clerks and County Clerk of Randolph County and proceed to acquire any necessary right of way required for the construction of the improvement.

(14) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission.

(15) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(16) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or

benefits to anyone other than the Commission and the Entity.

(17) NO INTEREST: By contributing to the cost of this project or improvement, the Entity gains no interest in the constructed roadway or improvements whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the Entity shall not be entitled to a refund of the funds contributed by the Entity pursuant to this Agreement.

(18) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(19) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(20) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the Entity for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the Entity with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the Entity's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the Entity's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Entity and the Commission.

(21) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(22) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(23) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(24) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or immediately after delivery in person, or by facsimile or electronic mail addressed as follows:

Commission to: Missouri Department of Transportation  
Attn: Paula Gough, Northeast District Engineer  
1711 S. Highway 61  
Hannibal, Mo 63401  
Facsimile No.: (573)248-2497  
Email: Paula.Gough@modot.mo.gov

City of Moberly to: Tom Sanders  
101 West Reed Street  
Moberly Mo 65270  
Facsimile No.: (660)263-9398  
Email: tsanders@cityofmoberly.com

or to such other place as the parties may designate in accordance with this Agreement.

(25) AUDIT OF RECORDS: The Entity must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(26) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Entity shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Entity's wrongful or negligent performance of its obligations under this Agreement.

(B) The Entity will require any contractor procured by the Entity to work under this Agreement:

(1) To obtain a no cost permit from the Commission's District Engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's District Engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation

and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

*[Remainder of Page Intentionally Left Blank; Signatures and Execution Appear on  
Following Page]*

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Entity this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by the Commission this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

City of Moberly

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

\_\_\_\_\_

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

Ordinance No \_\_\_\_\_

**Note: If the Entity is a county with a commission form of government, additional lines need to be inserted to allow all three commissioners to sign the agreement.**

Exhibit A



## Exhibit B

**Project Name:** City of Moberly Business 63 Corridor Improvements

**MoDOT Project Number:** JNE0002

**Description:** Widen Business Route 63 and add a center turn lane from Burkhart Street to Carpenter Street

**Total Project Cost Estimate:** \$2,132,322

**Local Entity:** City of Moberly

	Current Estimate	Cost Share Eligible
Preliminary Engineering (City Consultant)	\$300,601	\$300,601
Preliminary Engineering Review (MoDOT)	\$5,000	\$5,000
Right of Way (City)	\$15,500	\$15,500
Right of Way Review (MoDOT)	\$1,000	\$1,000
Construction (City)	\$1,570,627	\$1,570,627
Construction Engineering (City Consultant)	\$235,594	\$235,594
Construction Engineering Review (MoDOT)	\$4,000	\$4,000
Total	\$2,132,322	\$2,132,322

### Project Responsibilities:

Design	City of Moberly
Letting	City of Moberly
Inspection	City of Moberly

### Financial Responsibilities:

District	\$10,000	0.5%
Cost Share Funds	\$1,056,161	49.5%
City of Moberly	\$1,066,161	50%
Total:	\$2,132,322	100%

### How are overruns and under runs handled?

All overruns will be paid by the Entity, the City of Moberly

All underruns will be split on a pro-rata share.

# City of Moberly

## City Council Agenda Summary

Agenda Number: #4.

Department: Administration

Date: January 3, 2022

**Agenda Item:** An Ordinance Approving A Cooperative Development Agreement Between The City Of Moberly, The Moberly Area Economic Development Authority And GRC Real Estate, LLC.

**Summary:** A development agreement with GRC Real Estate for an economic development project at 1420 Becflo Dr. GRC has acquired the property with the desire to construct a licensed cannabis cultivation facility. Their license has been granted by the State of Missouri. The project involves the investment of over 4 million dollars and the creation of at least 25 permanent full-time jobs at the facility. The agreement offers a 10-year 50% tax abatement on net new real estate taxes of the facility under the Enhanced Enterprise Zone Ordinance. Further, the company is eligible for a city sales tax rebate on construction materials purchased through local vendors. The city is also offering a 50% refund of its Ameren franchisee fee from the facility for the first 60 months of operation.

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

**BILL NO. 9679**

**ORDINANCE NO. 9679**

**AN ORDINANCE APPROVING A COOPERATIVE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MOBERLY, THE MOBERLY AREA ECONOMIC DEVELOPMENT AUTHORITY AND GRC REAL ESTATE, LLC.**

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

**SECTION ONE:** The City of Moberly (the “City”), the Moberly Area Economic Development Authority (the “Authority”) and GRC Real Estate, LLC (“GRC” together with the City and the Authority, the “Parties”) desire to enter into the attached Development Agreement (the “Agreement”).

**SECTION TWO:** The attached Agreement does not grant a tax exemption pursuant to Sections 135.950 to 135.973 RSMo.

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

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

**PASSED AND ADOPTED** by the Council of the City of Moberly, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**ATTEST:**

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

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

A motion was made by Kimmons and seconded by Brubaker to table Bill No. 9679 for one month. Ayes: Jeffrey, Brubaker, Kimmons, Davis and ~~Kramer~~. Nays: None. 12-06-2021.

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** (this “**Agreement**”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and among the CITY OF MOBERLY, MISSOURI, a city of the third class and Missouri municipal corporation located in the County of Randolph and having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**City**”); MOBERLY AREA ECONOMIC DEVELOPMENT CORPORATION, a Missouri not for profit corporation having a principal office at 115-A North Williams Street, Moberly, Missouri 65270, (the “**EDC**”); and GRC REAL ESTATE LLC, a Missouri limited liability company having a principal office at 5804 Lightpost Drive, Columbia, Missouri 65201 (the “**Company**”). *Capitalized terms used and not defined in this Agreement shall have the meanings ascribed to them in Article I of this Agreement.*

**RECITALS**

- A.** The Company is the owner in fee of the Property which is located in the EEZ and wishes to renovate and improve the Property for use as a medical marijuana cultivation and manufacturing facility containing approximately 45,000 square feet, together with the installation and provision of necessary infrastructure which activities are anticipated to result in the investment of approximately \$4,000,000 at the Property and the creation of 25 new permanent jobs.
- B.** Section 135.963.4 of the EEZ Act provides that improvements made by a qualifying business to real property located within an enhanced enterprise zone, upon approval after public hearing, by the governing authority having jurisdiction of the area in which the improvements are to be made may be exempted, in whole or in part, from assessment and payment of at least one-half of ad valorem taxes of one or more affected political subdivisions or a period of not less than ten years following the date such improvements were assessed.
- C.** The City and the EDC wish to have the Company undertake the implementation of the Project and as an inducement to the Company to do so and to create permanent full time jobs at the Property, the City is willing to provide limited exemption from assessment and levy of real property ad valorem taxes respecting the Project as specified in the Tax Exemption Terms, all in accordance with the provisions of the EEZ Act and subject to the terms of the Approving Resolution and of this Agreement.
- D.** The Approving Resolution provides for a grant of limited exemption from assessment and levy of real property ad valorem taxes on real property improvements made in connection with the Project, subject to satisfaction by the Company of certain conditions and obligations as set forth in this Agreement, and the EDC is willing to assist the City in the annual monitoring of the Company’s satisfaction of such conditions and obligations, all in accordance with and subject to the terms and conditions of this Agreement.

**AGREEMENT**

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

## ARTICLE I. MEANINGS OF TERMS

**Section 1.1. Definitions.** Except as otherwise defined, as used in this Agreement, the following words and terms shall have the following meanings:

**“Affiliate”** shall mean an individual, corporation, association, partnership, limited liability company, joint venture, trust, estate, or other entity or organization, or any other such person or entity which, directly or indirectly, is Controlled by or is in common Control by the Company and/or owners of membership interests of the Company.

**“Applicable Regulations”** shall mean, collectively, all federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes including, without limitation, those of the City and of the County of Randolph applicable to or affecting the Property or the Project.

**“Approving Resolution”** shall mean Resolution No. \_\_\_\_ of the City adopted and approved by the City Council on \_\_\_\_\_, 2021 in accordance with the EEZ Act approving, among other things, a grant of limited exemption from assessment and levy of real property ad valorem taxes in respect of the Property and the Project, subject to the limitations and conditions of this Agreement.

**“Baseline Jobs Requirement”** shall mean 25, representing the number of FTE Jobs required to be created and maintained at the Property as a result of the Project.

**“Baseline Jobs Shortfall Ratio”** shall mean the Baseline Jobs Requirement minus the Weighted Average Jobs for any Testing Period (if less than the Baseline Jobs Requirement), divided by Baseline Jobs Requirement. For example, if in a Testing Period it is determined that there are 24 Weighted Average Jobs, the Baseline Jobs Shortfall Ratio shall be 0.04 as illustrated by the following formula:

$$(25-24)/25 \text{ or } 0.04.$$

**“City”** shall mean the City of Moberly, Missouri a city of the third class located in the County of Randolph.

**“City Council”** shall mean the duly elected and serving governing body of the City.

**“City Sales Tax”** shall mean the combined tax levy by the City pursuant to applicable Missouri law on all taxable “sales at retail” (as that term is defined and used in chapter 144 of the Revised Statutes of Missouri, as amended) at the current combined rate of 2.50%.

**“Company”** shall mean GRC Real Estate, LLC, a Missouri limited liability company having a principal office at 5804 Lightpost Drive, Columbia, Missouri 65201 or its assigns approved pursuant to Section 6.11 of this Agreement.

**“Construction Contractor”** shall mean one or more principal or general contractors (other than the Company or Affiliate), if any, contractually obligated to undertake the construction of any portions of the Project with each designated in a writing to the City by the Company.

**“Control”** shall mean, as applied to any Affiliate, with respect to: (a) a corporation having stock, the ownership, directly or indirectly, of more than 50% of the securities (as defined in Section 2(1) of the Securities Act of 1933, as amended) of any class or classes, the holders of which are ordinarily, in the absence of contingencies, entitled to elect a majority of the governing or directing body of such corporation; (b) a not for profit corporation not having stock, having the power to elect or appoint, directly or indirectly, at least a majority of the members of the governing or directing body of such corporation; or (c) any other entity, the power to direct the management of such entity through the ownership of at least a majority of its voting securities or the right to designate or elect at least a majority of the members of its governing or directing body, by contract or otherwise.

**“EEZ”** shall mean the Moberly, Missouri Enhanced Enterprise Zone designated in Ordinance No. 7938, passed and approved by the City Council on April 17, 2006 in accordance with the EEZ Act.

**“EEZ Act”** shall mean sections 135.950 through 135.973 of the Revised Statutes of Missouri, as amended.

**“Enhanced Business Enterprise”** shall have the meaning ascribed to such term in section 135.950(9) of the EEZ Act or successor enactment or amendment.

**“Full Time Equivalent (FTE) Job”** shall mean either: (i) a regular full-time employee performing duties at the Property or (ii) in the case of part-time employment, two or more persons performing duties at the Property whose aggregate regular weekly hours total at least 35 hours; *provided that* the average aggregate annual wage or salary (excluding fringe benefits) for each such FTE Job shall equal or exceed \$40,000; and *provided further that* neither independent contractors nor contract personnel utilized or employed by the Company shall constitute FTE Jobs for purposes of this Agreement.

**“PILOT”** shall mean in any Testing Period the payment in lieu of taxes due from the Company to the City.

**“Project”** shall mean the renovation and improvement of the Property for use as a medical marijuana cultivation and manufacturing facility containing approximately 45,000 square feet, together with the installation and provision of necessary infrastructure which activities are anticipated to result in the investment of approximately \$4,000,000 in improvements on and to the Property

**“Property”** shall mean that certain improved real property located in the City and the EEZ known and numbered as 1420 Becflo Drive Moberly, Missouri 65270 legally described in Exhibit A, attached to and incorporated by reference in this Agreement.

“**Tax Exemption Terms**” shall mean the duration of the exemption from assessment and payment of ad valorem taxes for the Property and the Project in the amount of fifty percent (50%) of ad valorem real property taxes to be otherwise assessed and paid on said improvements to the Property for a ten (10) year period commencing on January 1, 2023, and ending on December 31, 2032, subject to the terms and conditions of this Agreement and the Approving Resolution, including, without limitation, earlier termination and PILOTs, all as provided in this Agreement.

“**Testing Period**” shall mean, as applicable, the year beginning on January 1, 2023, and ending on December 31, 2023, and each full calendar year thereafter, ending on December 31, 2032.

“**Third Party Action**” shall mean any action, proceeding or demand initiated at any time by any party other than a named party to this Agreement and directed to the City or the EDC, or naming the City, the EDC or any of their respective officials, officers, agents, attorneys, employees or representatives as a party and arising out of this Agreement, the Project; the Property; the EEZ and the EEZ Act (but only as they apply to this Agreement and the Project); the Approving Resolution; the grant of exemption from assessment and payment of ad valorem real property taxes; any of the incentives provided under Article IV of this Agreement; or any portion(s) of any of the foregoing or any actions taken pursuant to any of the foregoing.

“**Weighted Average Jobs**” shall mean the average number of FTE Jobs at the Property during each month of the applicable Testing Period, as certified to the City annually by the Company, subject to verification by the EDC, all in accordance with Article III and Article IV of this Agreement compared to the Baseline Jobs Requirement; *provided that*, for purposes of compliance with Section 3.2 of this Agreement, Weighted Average Jobs shall be deemed to be the whole number (which shall be rounded down in the event of any fraction less than a whole number), which is the weighted average of such monthly averages for any Testing Period such that, by way of illustration, if in a particular Testing Period three months thereof each average 28 FTE Jobs, four months thereof each average 25 FTE Jobs, and five months thereof each average 22 FTE Jobs, the Weighted Average Jobs for such Testing Period shall be 24 as illustrated by the following formula:

$$(28+28+28+25+25+25+25+22+22+22+22+22)/12=24.5 \text{ or } 24 \text{ Weighted Average Jobs.}$$

**Section 1.2. Rules of Construction.** Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.

**Section 1.3. Computation of Time.** Wherever this Agreement calls for the performance of any act by reference to a day or number of days, to a month or number of months or to a year or number of years, each such computation shall be made based upon calendar days, calendar months, and calendar years, as applicable, unless otherwise expressly provided.

**Section 1.4. Recitals; Other Items Incorporated in this Agreement.** The recitals contained in this Agreement are important and material parts of this Agreement and are hereby acknowledged

and incorporated by reference and made a part of this Agreement. The provisions of the EEZ Act up to and including the date of the Approving Resolution, the provisions of the Approving Resolution, are also hereby incorporated by reference and made a part of this Agreement.

## ARTICLE II. IMPLEMENTATION OF THE PROJECT

**Section 2.1. Project Timing;** The Company shall obtain all necessary permits and approvals under Applicable Regulations and shall complete construction and place in operation the Project not later than **October 30, 2022**. Subject to provisions of Section 2.2 of this Agreement, in the event of failure of the Company to substantially complete and place in operation the Project within the time limits set forth in this Section 2.1, all rights to limited ad valorem tax exemption and to other incentives all as set forth in the Agreement shall automatically terminate.

**Section 2.2. Company's Control over the Project; Delays.** Subject to the schedule set forth in Section 2.1 of this Agreement, the Company shall have complete and exclusive control over the implementation and timing of the Project and the management and operation of the Project and the Property, all subject to the further requirements of this Agreement. Notwithstanding anything to the contrary contained in this Article II or in the Approving Resolution, the time within which the Project is to commence and be completed as set forth in Section 2.1 of this Agreement, shall be automatically extended appropriately as a result of actions or inactions not within the reasonable control of the Company, including, without limitation, construction delays, delays caused by competent legal authority, strikes, lockouts, labor disputes, riots, fire or other casualties, tornadoes, acts of God, acts of the public enemy, accidents, governmental restrictions, unanticipated or unusual site conditions, priorities regarding acquisition of or use of materials, litigation challenging any of the rights of the Company under this Agreement or the EEZ, or delays caused by local, state or federal governments; *provided that* in the event of such delays, the Company shall promptly notify the City and the EDC in writing stating the nature of the delay which, in the opinion of the Company, justifies the extension. Any delay under this Section 2.2 shall result in a day-for-day extension of any obligations, deadlines or dates set forth in this Agreement that are directly affected by such delay.

**Section 2.3. Company to Adhere to All Applicable Regulations.** To the full extent that any Applicable Regulation applies to any aspect of occupancy of the Property or the construction or implementation of the Project, the Company covenants and agrees to take all such actions as are necessary to fully comply with such Applicable Regulation, and the Company, the Property and the Project shall each be subject to all lawful inspections and the Company shall perform all such necessary acts as are required by Applicable Regulations.

**Section 2.4. Building and Site Maintenance.** Upon substantial completion of the Project, the Company at the Company's expense shall maintain all buildings and exterior areas of the Property at all times in a good state of repair and appearance.

**Section 2.5. Breach and Compliance.** In the event of non-compliance with the terms of this Article II, written notice of same may be delivered to the Company by the City or the EDC and, if the Company shall not have corrected such substantial non-compliance within forty-five (45) days after receipt of such notice (unless the time for such correction is further extended in writing by

the City or the EDC, as applicable), or upon failure of the Company to complete the Project and initiate operations at the Property within the time limits set forth in Section 2.1 of this Agreement as further subject to time extension as provided in Section 2.2 of this Agreement, the City or the EDC may jointly or individually institute such proceedings as may be necessary or desirable in their opinion to cure and remedy such default including, without limitation, the remedy of specific performance.

### ARTICLE III. EEZ TAX EXEMPTION; PILOTS

**Section 3.1. Tax Exemption.** The parties contemplate and intend that the Tax Exemption Terms applicable to improvements made to the Property in conjunction with the Project as granted in the Approving Resolution pursuant to the EEZ Act shall be enjoyed by the Company, subject to the terms of this Agreement.

**Section 3.2. Baseline Jobs Requirement to be Maintained.** The parties acknowledge and agree that the Company anticipates maintenance at the Property of not less than the Baseline Jobs Requirement and that the continued satisfaction of such Baseline Jobs Requirement during the term of this Agreement constitutes a material inducement to the City and the EDC to enter into this Agreement and to the City to provide an exemption from assessment and payment of ad valorem taxes for the Project and the Property in accordance with the Tax Exemption Terms and the EEZ Act and to provide other incentives enumerated in this Agreement. Accordingly, and to assure the foregoing, the Company hereby agrees that for the period beginning on January 1, 2023, and ending on December 31, 2023, and in each subsequent calendar year until December 31, 2032, in any calendar year the Company fails for any reason to satisfy the Baseline Jobs Requirement, not later than January 31st of the following year the Company, notwithstanding any tax exemption or abatement contemplated by this Agreement with respect to the Property, shall pay to the City such PILOTs as are required by this Section 3.2, which payments shall in each case be based upon the following procedure and schedule:

**Section 3.2.1. Certification of FTE Jobs.** Commencing on January 1, 2023, and continuing for each month during each Testing Period, the Company shall determine monthly the number of FTE Jobs then existing at the Property and shall calculate the resulting Weighted Average Jobs for such Testing Period and shall certify such number to the City and the EDC in an annual summary report submitted to the EDC with a copy to the City not later than the fifteenth day of January of the next succeeding year. The report shall additionally supply such salary or annual wage data as may be reasonably required to verify that the jobs included in the report meet all requirements for FTE Jobs. The EDC on behalf of the City may independently verify the information contained in such report in accordance with Section 3.3 of this Agreement, *provided that* the EDC shall complete verification activities, if any, and notify the City and the Company of the results of such activities on or before the 60<sup>th</sup> day following the Company's submission of the applicable report. If the EDC provides no such notice on or before such 60<sup>th</sup> day, the Company's report shall be deemed accurate as certified for purposes of this Section 3.2.1.

**Section 3.2.2. Calculation of PILOTs.** Annually, after receipt of each FTE Jobs certification report submitted as provided in Section 3.2.1 of this Agreement, subject to

EDC verification as provided in Sections 3.2.1 and 3.3 of this Agreement, the City shall determine if the number of FTE Jobs equals or exceeds the applicable Baseline Jobs Requirement. For any Testing Period in which the Weighted Average Jobs is less than the Baseline Jobs Requirement, the Company agrees to pay with respect to such Testing Period not later than April 30th of the calendar year following such Testing Period a PILOT calculated as follows:

the “true value in money” of the land and real property improvements constituting the Project as determined from time to time by the Randolph County Assessor (i) multiplied by 0.32 (ii) divided by \$100; (iii) multiplied by the combined ad valorem levies for all affected taxing jurisdictions; (iv) multiplied by the Baseline Jobs Shortfall Ratio; and (v) multiplied by 50%.

By way of illustration, the applicable calculation formula is set forth below:

$$\begin{aligned} & \text{“true value in money”} \times 0.32 \div \$100 \times \text{combined ad valorem levy amount} \\ & \quad \times \text{Baseline Jobs Shortfall Ratio} \times 50\% \\ & \quad = \text{PILOT}; \end{aligned}$$

*provided that*, in the event that in any Testing Period the number of Weighted Average Jobs equals or exceeds the Baseline Jobs Requirement, no such determination shall be performed for such year and no PILOT shall be required for such year; and *provided further that* in the event of a sustained period of significant decline in the level of aggregate economic activity within the United States (as distinguished from (a) business or other decisions within the discretion or control of the Company, or parents, affiliates, assignees, subsidiaries, or nominees of the Company or (b) other external factors not related to decline in national economic activity) and only in such event, which results in a substantial reduction in the number of FTE Jobs at the Property during a Testing Period, the Company may request in a writing specifying and documenting the conditions which affect or result in the reduction of FTE Jobs submitted to the City Council that, notwithstanding the Company’s failure to meet the Baseline Jobs Requirement during such Testing Period, that the City waive or reduce the amount of PILOT due for such Testing Period and the City Council, upon due consideration and a finding in its sole discretion that: (i) a sustained period of significant decline in the level of aggregate national economic activity has occurred; (ii) that such decline has caused a substantial reduction in the number of FTE Jobs at the Property; and (iii) that such reduction is not due to business or other decisions within the discretion or control of the Company, or of its parents, affiliates, assignees, subsidiaries, or nominees or other external factors not related to decline in national economic activity, may waive or reduce such amount of PILOT due in respect of such Testing Period.

**Section 3.2.3. Notice of PILOTs; Distribution.** After determination that a PILOT amount is due for a Testing Period, the City shall notify the Company of the PILOT amount due with respect to any Testing Period not later than April 1 of the calendar year following such Testing Period. Any PILOT required under this Agreement shall be and shall be deemed to be a payment in lieu of taxes and, upon receipt, the City shall promptly distribute

such PILOT to affected taxing jurisdictions in the manner provided in section 100.050.3 of the Revised Statutes of Missouri, as amended.

**Section 3.2.4. Company's Covenant to Pay PILOTs; Default in Payment; Termination of Tax Exemption.** The Company hereby covenants and warrants to the City and the EDC that the Company shall make payment promptly upon notice of all PILOTs as and when due from time to time under this Agreement. The City, the Company, and the EDC each agree that, upon provision of notice to the Company, each PILOT shall constitute a lien against the Property, which shall be discharged by the Company and enforceable by the City by any means provided by law for the enforcement of liens as the City may elect in its sole discretion and shall remain a lien on the Property until paid in full through voluntary payment by the Company or payment through collection by the City as provided in this Section 3.2.4. In the event the Company fails to pay any such PILOT within one hundred eighty days (180) of notice by the City to the Company, the City, in the City's sole and absolute discretion and in addition to any other remedies that may be available to the City at law or in equity, may cancel this Agreement and adopt an ordinance or resolution terminating the grant of exemption from assessment and payment of ad valorem taxes for the Project. Upon adoption of such ordinance or resolution terminating the grant of exemption from assessment and payment in full of any PILOTs and interest thereon then due and payable under this Agreement, no party shall have any further obligation to any other party other than as expressly provided in this Agreement.

**Section 3.3. Cooperation in Verification of FTE Jobs.** The Company shall use commercially reasonable efforts to cooperate with the EDC and the City in promptly making available at the Property upon request by the EDC or the City such employment and annual wage records and similar documentation prepared or maintained by the Company, its parent, Affiliates, subsidiaries or nominees which the City may reasonably require to verify the number of FTE Jobs in any Testing Period in accordance with the terms of Section 3.2 of this Agreement; *provided that* nothing in this Agreement shall require the Company to disclose confidential or proprietary information maintained by the Company, its parent, Affiliates, subsidiaries or nominees.

#### ARTICLE IV. ADDITIONAL INCENTIVES

**Section 4.1. City Sales Tax on Construction Materials.** In further consideration of the undertakings and covenants of the Company set forth in Article II of and elsewhere in this Agreement, the City shall cause to be paid directly to the Company from lawfully available funds an amount equal to the revenue actually paid by the Company to and received by the City (as verified by the City) as provided in this Section 4.1 during the period provided in this Agreement for completion of the Project which was generated by the levy of the City Sales Tax on purchases by the Company or on behalf of the Company by a Construction Contractor, but only from vendors or suppliers having a principal place of business within the City, of tangible materials and personal property actually incorporated into or consumed in the construction of the Project; *provided that* in each case, any excess re-salable tangible personal property or materials which were purchased for the Project by the Company or on behalf of the Company by a Construction Contractor but which were not incorporated into or consumed in the construction of the Project shall either (i) be returned to the supplier for credit or the appropriate sales tax on such excess property; or (ii) be

reported on a return and paid by the Company or a Construction Contractor and in either case shall be deducted from the amounts due from the City; and *provided further that* notwithstanding anything in this Agreement to the contrary, the parties hereto acknowledge that provision for amounts constituting any portion of the payments made or to be made pursuant to this Section 4.1 which extend for any reason beyond any calendar year in which such cost is incurred shall be subject to annual appropriation by the City Council.

**Section 4.2. Franchise Fee Rebate.** In further consideration of the undertakings and covenants of the Company set forth in Article II of and elsewhere in this Agreement, for the first sixty (60) months of operations by the Company at the Project the City shall rebate to the Company fifty percent (50%) of the amounts generated at the Project from the City's 8% franchise fee levied on sales of electricity.

**Section 4.3. Frequency of Payments; Application and Verification Required; Cooperation; Current Year Expenses.** Payments as set forth in this Article IV shall be made, subject to annual appropriation by the City Council, quarterly and upon written application by the Company, together with submittal by the Company of accompanying receipts and documentation as or similar to that required by sections 144.635 and 144.640 of the Revised Statutes of Missouri, as amended, and reasonably sufficient in content and detail (in the sole judgment of the City) to permit the applicable officer of the City to reasonably verify the City Sales Tax and Franchise Fee amounts actually paid by the Company or on behalf of the Company by a Construction Contractor as provided in Sections 4.1 and 4.2 of this Agreement. Payments as set forth in this Section 4.3 shall be deemed to be current expenses in the applicable year to which such payments apply.

## ARTICLE V.

### FURTHER OBLIGATIONS OF THE COMPANY; COMPANY REPRESENTATIONS

**Section 5.1. Third Party Actions; Indemnification.** The Company hereby covenants warrants and agrees to indemnify, defend and hold the City, the EDC and their respective officials, agents, attorneys, employees and representatives acting in any capacity harmless from all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys' fees, arising from any Third Party Action. The Company shall have the right, but not the obligation to assume the costs of defense of any Third Party Action with counsel selected by the City or the EDC, as applicable, and reasonably acceptable to the Company; *provided that* the Company shall have the further right to elect to abandon any such defense which the Company has assumed under this Section 5.1 and to cancel this Agreement and forego the grant of limited exemption from assessment and levy of real property ad valorem taxes in respect of the Project as set forth in the Approving Resolution, and if the Company so elects, neither the City nor the EDC shall have any obligation to defend or to assume the costs of defense of any such action; and *provided further that* in any such instance, the Company shall indemnify, defend and hold the City, the EDC, and the officers, officials, agents, attorneys, employees and representatives of each of them, all harmless from all such Third Party Actions. The indemnification obligations of the Company under this Section 5.1 shall not be assignable or delegable by the Company without the prior written consent of the City and the EDC and shall survive termination of this Agreement for any reason. In no event shall the City, the EDC or any officer, official, agent, attorney, employee or representative of any of them have any liability to the Company or to any parent or Affiliate of the Company for damages or otherwise in the event that in the event that all or any part of the EEZ

Act, the EEZ, this Agreement, the Approving Ordinance, or any determinations in any of them, the grant of partial real property tax exemption for the Project, the incentives provided under Article IV of this Agreement, or any of them, or any of the transactions or undertakings contemplated under this Agreement, shall be declared invalid or unconstitutional in whole or in part by a final (as to which all rights of appeal have been exhausted or expired) judgment of a court of competent jurisdiction, or as a result of initiation of a Third Party Action, the Company is prevented from enjoying the rights and privileges of the Company under this Agreement or any of the foregoing.

**Section 5.2. Cooperation in Annual Report Filings.** Pursuant to the EEZ Act, the City or the EDC may be required to file annual reports with the Missouri Department of Economic Development or other entities of the State of Missouri. The Company shall use commercially reasonable efforts to cooperate with the City or the EDC, as applicable, in causing such reporting requirements to be fulfilled and, upon written request of the City or the EDC, as applicable, from time to time delivered, the Company shall promptly reimburse the City or the EDC, as applicable, for all reasonable costs and expenses advanced by the City or the EDC (except for wages paid to employees and officials of the City and the EDC and related benefits) in connection with the preparation and filing of such annual reports.

**Section 5.3. Compliance with Section 285.530 of the Revised Statutes of Missouri.** Contemporaneous with the Company's execution of this Agreement, the Company shall by sworn affidavit and provision of documentation, affirm the Company's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Project, all as required by Section 285.530 of the Revised Statutes of Missouri, as amended. The Company shall also sign and deliver to the City an affidavit in substantially the form of Exhibit B, attached to and incorporated by reference in this Agreement affirming that the Company does not and will not knowingly employ in connection with the Project any person who is an unauthorized alien and, if and as required by Section 285.530 of the Revised Statutes of Missouri, as amended, the Company shall obtain from each contractor and subcontractor employed by or on behalf of the Company in connection with the Project affidavits affirming that such contractors and subcontractors do not and will not knowingly employ in connection with the Project any person who is an unauthorized alien.

**Section 5.4. Representations of the Company.** The Company hereby represents and warrants to the City and the EDC that:

- (a) The Company is a duly organized Missouri limited liability company existing and in good standing;
- (b) The execution and delivery of this Agreement by the Company will not conflict with or result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Company or any parent, Affiliate or principal of the Company is a party or by which the Company or any parent, Affiliate or principal of the Company is bound or any applicable articles of organization, or operating agreement, or any of the rules or regulations of any governmental authority applicable to the Company or any parent, Affiliate or principal of the Company;

- (c) The Company has full corporate power to execute and deliver and perform the terms and obligations of this Agreement. The Company has been authorized by all necessary action to execute and deliver this Agreement, which shall constitute the legal, valid and binding obligation of the Company, enforceable in accordance with its terms, subject to bankruptcy and other laws affecting creditors’ rights generally and to general principles of equity;
- (d) There are no actions or proceedings by or before any court, governmental commission, board, bureau, or any other administrative agency pending, threatened, or affecting the Company that would impair its ability to perform under this Agreement; and
- (e) The Company has obtained or will obtain as and when required by Applicable Regulations, and shall maintain, all government permits, certificates, and consents (including, without limitation, environmental approvals required by any Applicable Regulations) necessary to conduct the Company’s business and to construct, complete, and operate the Project on the Property.

**Section 5.5. Survival of Covenants.** All warranties, representations, covenants, and agreements of the Company contained in this Article V or elsewhere in this Agreement shall survive termination of this Agreement for any reason.

**ARTICLE VI.  
MISCELLANEOUS PROVISIONS**

**Section 6.1. Term of Agreement.** This Agreement shall continue in force so long as: (a) any PILOT due, or interest thereon, remains unpaid; or (b) the Tax Exemption Terms remain in force with regard to the Project, whichever is later. The rights and privileges granted to and the duties and obligations imposed on the Company by the Approving Resolution and this Agreement shall apply only to the Project and the Property.

**Section 6.2. Notices.** Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice shall be in writing addressed to the addressees at the addresses set forth below, and transmitted by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified mail, return receipt requested:

- If to the City:                      City of Moberly  
   101 West Reed Street - City Hall  
   Moberly Missouri 65270  
   Attention: City Manager
- If to the EDC:                        Moberly Area Economic Development Corporation  
   115 North Williams Street  
   Moberly, Missouri 65270  
   Attention: President

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 Company: GRC Real Estate LLC  
 5804 Lightpost Drive  
 Columbia, Missouri 65201  
 Attn: Jigneshkumar Patel

or to such other persons as the parties may designate in writing from time to time in accordance with this Section 6.2 and all said notices shall be deemed given upon the deposit in the United States mail or with an overnight courier or upon hand delivery.

**Section 6.3. Further Assistance.** The City, the EDC, and the Company 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. The Company shall further cooperate with and assist the City, the EDC, and the Randolph County Assessor as necessary to describe and document from time to time those portions of the Property and the Project that may be eligible for tax exemption as provided in this Agreement.

**Section 6.4. Survival; Severability.** Any provisions of this Agreement that by their terms provide for or contemplate obligations or duties of a party that are to extend beyond the expiration or termination of this Agreement (and the corresponding rights of the other party to enforce or receive the benefit of such obligations or duties) shall survive such expiration or termination of this Agreement for any reason. 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 word, phrase, term, sentence, paragraph covenant, or other portion of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**Section 6.5. Headings; No Presumption; Agreement Preparation.** The headings and captions of this Agreement are for convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement of any provision thereof and shall in no way be deemed to explain, modify, amplify or aid in the interpretation or construction of the provisions of this Agreement. All parties to this Agreement and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Agreement and all documents attached as exhibits. This Agreement shall be construed without regard to any presumption or other rule of construction whereby ambiguities within this Agreement or such other document would be construed or interpreted against the party causing the document to be drafted. The parties each further represent that the terms of this Agreement and the documents attached as exhibits have been completely read by them and that those terms are fully understood and voluntarily accepted by them. In any interpretation, construction or determination of the meaning of any provision of this Agreement, no presumption whatsoever shall arise from the fact that the Agreement was prepared by or on behalf of any party.

**Section 6.6. Choice of Law; Venue; Waiver of Objections.** 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 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.

**Section 6.7. Entire Agreement; Amendments; No Waiver by Prior Actions.** The parties agree that this Agreement shall constitute the entire agreement among the parties and no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the 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.

**Section 6.8. No Waiver of Sovereign Immunity; Remedies and Public Liability Strictly Limited; No Personal Liability.** Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's sovereign immunity. The Parties agree that remedies for any claim arising out of this Agreement shall be limited to equitable relief including the availability of specific performance and in no event shall the City, the EDC or any of their respective officials, officers, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to the Company or any affiliate, assignee, sublessee, successor, assign, heir or personal representative of the Company in respect of any suit, claim, or cause of action arising out of this Agreement. No official, officer, agent, attorney, employee, or representative of the City or the EDC shall be personally liable to any of the other parties, or the respective assignees, sublessees, Affiliates, successors, assigns, heirs or personal representatives of the other parties in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

**Section 6.9. Relationship of the Parties; No Third Party Beneficiaries.** Nothing contained in this Agreement nor any act of the Company, the City, or the EDC shall be deemed or construed to create a partnership or agency relationship between or among any party and this Agreement is and shall be limited to the specific purposes set out in this Agreement. Other than as expressly provided in this Agreement, no party shall be the agent of, or have any rights to create any obligations or liabilities binding on, another party. The parties do not intend to confer any benefit under this Agreement on any other person or entity other than the parties to this Agreement.

**Section 6.10. Binding Effect.** Except as otherwise expressly provided in this Agreement, the covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of the Company, the City and the EDC and respective permitted successors and assigns.

**Section 6.11. Assignment Limited.** Upon and subject to satisfactory completion of the Project in accordance with this Agreement, the exemption from assessment and payment of ad valorem taxes for the Project granted in the Approving Resolution may be transferred to an Affiliate;

*provided that* such Affiliate continues to use, operate, and maintain the Project and the Property for the purposes set forth in this Agreement; and *provided further that* such Affiliate agrees in writing in a form reasonably acceptable to the City to assume the obligations of this Agreement including, without limitation, the requirement to provide and maintain and satisfy the Baseline Jobs Requirement and to make PILOTs, all as provided in this Agreement. In the event such Affiliate fails to assume in writing the obligations of this Agreement, the exemption from assessment and payment of ad valorem taxes for the Project shall terminate as of December 31 of the calendar year in which the transfer occurred.

**Section 6.12. Execution; Counterparts.** Each person executing this Agreement in a representative capacity warrants and represents that he or she has authority to do so, and upon request by another party, proof of such authority will be furnished to the requesting party. This Agreement may be executed at different times and in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and the same instrument, binding on the parties, notwithstanding that both parties may not have executed the same counterpart. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.

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

**CITY OF MOBERLY**

By: \_\_\_\_\_  
Jerry Jeffrey, Mayor

**ATTEST:**

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

**MOBERLY AREA ECONOMIC  
DEVELOPMENT CORPORATION**

By: Michael R Bugalski  
Michael Bugalski, President

**ATTEST:**

Randy Ashley  
~~Secretary~~ Director

GRC REAL ESTATE LLC

By: [Signature]  
Printed Name: Jignesh Kumar Patel  
Its: President

ATTEST:

[Signature]  
Title:

ACKNOWLEDGEMENTS

STATE OF MISSOURI                    )  
  ) SS.  
COUNTY OF RANDOLPH            )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, 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 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 1 day of December, 2021 before me appeared Michael Bugalski, to me personally known, who being by me duly sworn, did say that he is the President of the MOBERLY AREA ECONOMIC DEVELOPMENT CORPORATION, a Missouri not for profit corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its board of directors and said President acknowledged said instrument to be the free act and deed of said corporation.

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.

Tina M Bealmer  
Notary Public

My commission expires: 1/26/2024



TINA M. BEALMER  
My Commission Expires  
January 26, 2024  
Randolph County  
Commission #12333424

STATE OF MISSOURI       )  
  ) SS.  
COUNTY OF Randolph )

On this 1 day of December, 2021 before me appeared Signesh Kumar Patel, to me personally known, who being by me duly sworn, did say that he is the President of GRC REAL ESTATE LLC , a Missouri limited liability company in good standing and that the foregoing instrument was signed in behalf of said company by authority of its governing body and said officer acknowledged said instrument to be the free act and deed of said company.

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.

Tina M Bealmer  
Notary Public

My commission expires: 1/26/2024



TINA M. BEALMER  
My Commission Expires  
January 26, 2024  
Randolph County  
Commission #12333424

**EXHIBIT A**  
**PROPERTY LEGAL DESCRIPTION**

Being a tract of improved real property known and numbered as 1420 Becflo Drive Moberly, Missouri 65270.

EXHIBIT B

COMPANY'S AFFIDAVIT REGARDING COMPLIANCE WITH SECTION 285.530  
RSMO.

STATE OF MISSOURI       )  
  ) SS  
COUNTY OF RANDOLPH )

AFFIDAVIT

I, the undersigned, am over the age of 18 years and have personal knowledge of the matters stated herein.

I am a duly authorized officer of GRC REAL ESTATE LLC., a limited liability company duly organized and existing under the laws of the State of Missouri (the "Company"), and am authorized by the Company to attest to the matters set forth herein.

I hereby affirm the Company's enrollment and participation in a "federal work authorization program" as defined in Section 285.525 of the Revised Statutes of Missouri, as amended, with respect to the employees working in connection with improvements to a certain facility located at 1420 Becflo Drive Moberly, Missouri 65270 (the "Project").

The Company does not and will knowingly employ any person who is an "unauthorized alien" as defined in Section 285.525 of the Revised Statutes of Missouri, as amended, in connection with the Project.

Further Affiant Sayeth Not.

GRC REAL ESTATE LLC

By: [Signature]  
Printed name: Tiguesh Kumar Patel  
Title: President

Subscribed and sworn to before me this 1 day of December, 2021.

[Signature: Tina M. Bealmer]  
Notary Public

My commission expires: 1/26/2024



TINA M. BEALMER  
My Commission Expires  
January 26, 2024  
Randolph County  
Commission #12333424

# City of Moberly

## City Council Agenda Summary

Agenda Number: #5.  
 Department: Police  
 Date: January 3, 2022

**Agenda Item:** A Resolution Accepting The Bid Of And Authorizing The Purchase Of Ten Mobile Data Terminals From Turn-Key Mobile, Inc.

**Summary:** The Police Department utilizes Mobile Data Terminals in all vehicles assigned to the patrol division to access our report management system. The allows officers the ability to complete reports in the field, access records, access booking photographs and access to MULES to check license plates and driver's license when on traffic stops. Our current MDTs were purchased in 2015, three are no longer usable. Three bids were received from three authorized Panasonic dealers for the Panasonic Toughbook FZ-55FZ-13VM unit. This is the updated version of our current Panasonic Toughbook MDT. Bids were received from Turn-Key Mobile Inc Jefferson City MO, CDS Office Technologies, Springfield IL, and Mooringtech Atlanta GA. The bids were for ten new MDT only. Each bid had additional options included on the bids (docking stations, brackets, and power sources) which are not needed at this time. The bids received are as follows

Turn-Key Mobile \$3,150.00 ea. Ten units \$31,500  
 CDS Technologies \$2,861.00 ea. Ten units \$28,610  
 Mooringtech \$3,295.99 ea. Ten units \$32,950 plus 750.00 shipping

Turn-Key is \$2,890.00 dollars higher than CDS Technologies. Turn-Key Mobile is in Jefferson City MO, is the company we have purchased all our previous MDTs from and only an hour drive away. Moberly Police would prefer to purchase from a Missouri Company not one in Springfield IL. Turn-Key Mobile would be much easier to access for repairs and returns if needed.

**Recommended Action** Approve the request

**Fund Name:** Police Department/Capital Improvements

**Account Number:** 100.007.5502

**Available Budget \$:** 64,628.00

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

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

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

**A RESOLUTION ACCEPTING THE BID OF AND AUTHORIZING THE PURCHASE OF TEN MOBILE DATA TERMINALS FROM TURN-KEY MOBILE, INC.**

**WHEREAS**, the Moberly Police Department sought bids for the replacement of ten mobile data terminals (“MDT’s”) for installation in patrol vehicles to access our report management system; and

**WHEREAS**, three bids were received with the bid of Turn-Key Mobile, Inc., in the amount of \$31,500.00 being lower than the bid of Mooringtech and higher than the bid of CDS Technologies; and

**WHEREAS**, the Police Department recommends accepting the bid of Turn-Key Mobile, Inc., due to its location in Jefferson City making repairs and returns much easier, if necessary.

**THEREFORE**, the Moberly, Missouri, City Council accepts the bid of Turn-Key Mobile, Inc., and authorizes the City Manager or his designee to purchase ten MDTs described herein for the total price of \$31,500.00 and granting further authority for all actions as may be necessary to carry out the intent of this Resolution.

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

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

**ATTEST:**

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



# Turn-Key Mobile, Inc.

4510 Country Club Dr  
Jefferson City, MO 65109

573-893-9888 Office 314-754-9794 Fax

## Proposal

Date	Proposal #
10/29/2021	27540

<b>Name / Address</b>
Moberly Police Department 300 N Clark St Moberly, MO 65270

Sales Rep	Prepared By	PO #	Accepted By
BIT	Kate		

Item	Description	Qty	Rate	Total
FZ-55FZ-13VM	Panasonic Public Sector Specific, Win10 Pro, Intel Core i5-1145G7 (up to 4.4GHz), vPro, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, 512GB OPAL SSD, Intel Wi-Fi 6, Bluetooth, 4G LTE Band 14 (EM7511), GPS, Dual Pass (Ch1:GPS/Ch2:WWAN), Infrared Webcam, Standard Battery, TPM 2.0, Emissive Backlit Keyboard, Flat, CF-SVC512SSD3Y - 3 Year No Return of Defective Drive, CF-SVCADDPRM12B - 1 Year Absolute Resilience Panasonic Warranty Bundle SKU Only, CF-SVCLTNF3YR - 3 Year Protection Plus Warranty, CF-SVCPDEP3Y - 3 Year Premier Deployment  Options: (these items not included in total price)	10	3,150.00	31,500.00
CF-SVCPSYS	Panasonic Service Bundle 4th and 5th years Public Safety Service Bundle Add on (Year 4 & 5 only). Must be purchased in conjunction with PS bundle base unit. Includes Premier, Protection Plus, Customer Portal, Disk Image Management, HDD No Return	0	592.00	0.00
7160-0578-00	GAMBER JOHNSON Panasonic Toughbook 54 Laptop Computer	0	278.00	0.00
7170-0250	Vehicle Cradle - No Electronics GAMBER JOHNSON CF-54/55 Docking Station Kit - NO RF, comes with Lind External Power Supply	0	927.00	0.00

**Proposals are good for 30 days. Please ask your rep for updated pricing and availability.**

**Total**

\$31,500.00

**Shipping is not included.**

**Signature**

# City of Moberly

## City Council Agenda Summary

Agenda Number: #6.  
 Department: Parks and Recreation  
 Date: January 3, 2022

**Agenda Item:** A Resolution Stating Intent To Contract With Mark Twain Regional Council Of Governments To Serve As A Grant Administrator If The City Receives A CDBG Grant For Moberly Kiwanis Park.

**Summary:** Attached is a Resolution stating the intent to contract with Mark Twain Regional Council of Governments to handle grant administration if the funding for Moberly Kiwanis Park is awarded.

**Recommended**

**Action:** Approve the Resolution.

**Fund Name:**

**Account Number:**

**Available Budget \$:**

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

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

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

**A RESOLUTION STATING INTENT TO CONTRACT WITH MARK TWAIN REGIONAL COUNCIL OF GOVERNMENTS TO SERVE AS A GRANT ADMINISTRATOR IF THE CITY RECEIVES A CDBG GRANT FOR MOBERLY KIWANIS PARK.**

**WHEREAS**, On December 14, 2021, this council passed Resolution No. R 1179 authorizing the Parks and Recreation Department to make application for CDBG funds to complete Kiwanis Park located at 911 Sinnock Avenue; and

**WHEREAS**, the city will be in need of professional assistance to provide grant administration, project and financial management for the project in the event the grant is awarded; and

**WHEREAS**, Mark Twain Regional Council of Governments (the “District”) is capable of providing such professional assistance; and

**WHEREAS**, staff recommends contracting with the District for grant administration in the event the city receives the CDBG grant.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby states its intent to contract with the District to serve as a grant administrator if the city receives a CDBG grant for Moberly Kiwanis Park.

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

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

**ATTEST:**

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

# City of Moberly

## City Council Agenda Summary

Agenda Number: #7.  
 Department: Fire  
 Date: January 3, 2022

**Agenda Item:** A Resolution Accepting The Proposal And Authorizing Contracting With Emergency Services Consulting International For A Fire Station Resource Location Study.

**Summary:** City Management and the Fire Department recognize the need for possible major upgrades/improvements to our current fire stations. Due to the conditions of the current stations and the possible use of ARPA funding, management feels that a professional company with experience with this type of project would benefit the City the most for the future. Management requested quotes from a couple of recognized professional companies that were recommended by others in this line of work. We are asking the Council to approve a resolution Emergency Services Consulting International for this Fire Station Resource Location Study with a bid of \$29,975.00

**Recommended**

**Action:** Approve the Resolution

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** \$0.00

**ATTACHMENTS:**

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

**Roll Call      Aye      Nay**

**Mayor**

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

**Council Member**

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

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

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

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

Passed      Failed

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

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

**A RESOLUTION ACCEPTING THE PROPOSAL AND AUTHORIZING CONTRACTING WITH EMERGENCY SERVICES CONSULTING INTERNATIONAL FOR A FIRE STATION RESOURCE LOCATION STUDY.**

**WHEREAS**, city leadership recognizes the need for possible major upgrades or replacement of existing fire stations and requested bids for proposals to review current operations from known consultants in public safety resourcing; and

**WHEREAS**, two proposals were received including the proposal of Emergency Services Consulting International (“ESCI”) which was determined to be most responsible bid; and

**WHEREAS**, city staff recommends acceptance of the ESCI bid proposal at a cost not to exceed \$29,975.00 and authorization to contract for said services consistent with the terms of the attached bid proposal.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby accepts the proposal of ESCI and authorizes the City Manager to contract with ESCI to prepare a fire station resource location study.

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

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

**ATTEST:**

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

## Project Understanding

The City of Moberly, Missouri is seeking a qualified public safety consulting firm highly experienced in fire station location analysis to provide a station location study for the Moberly Fire Department. The city's fire and rescue service demands are currently served from two fire stations, both of which were built in the 1970's. The city is considering building one central fire station to replace the two existing stations but desires a study to confirm whether one central station will provide the necessary response times to service the city's fire protection needs or if more than one station is required. Further, the city wants to understand any potential impacts on the ISO PPC rating, response times, and operational costs in the one- versus two-station case. In either case, the city desires a professional study based upon industry standards to determine the proper number and location of fire stations to achieve the desired service level.

ESCI proposes a Fire Station Location Study to provide the city with a detailed analysis of current resource deployment as it applies to its two, existing fire stations, including apparatus and personnel assigned. The study is designed to quantify current service delivery, evaluate service delivery and response performance, and develop strategies with which to make facility location decisions that will meet anticipated needs and resultant future service demand.

The project consists of three components, beginning with an *Evaluation of Current Conditions*. In this step, ESCI reviews existing facility locations, risk and demand and conducts a detailed analysis of current service delivery and response performance. These observations and findings are compared with industry standards and best practices, accompanied by recommendations for changes where needed.

The next step is the development of *Future Service Demand Forecasts*. ESCI uses a combination of historical population data, census information, comprehensive plans, and past incident history to project anticipated future workload and identify community risk.

Finally, the report uses the information gathered to identify and evaluate *Future Strategies* with which to meet long-range needs. The approaches may include modification or relocation of the existing fire station and identification of potential locations of future stations with appropriate apparatus and staffing in a phased approach with triggers, as appropriate.

The Fire Station Location Study Scope of Work is as follows:

### Phase I: Project Initiation

#### **Task 1-A: Project Initiation & Development of Work Plan**

ESCI will develop a project work plan based on the scope of work and converse with the Moberly Fire Department project team to gain a comprehensive understanding of the background, goals, and expectations for the project. This work plan will be developed, identifying:

- Primary tasks to be performed
- Person(s) responsible for each task
- Timetable for each task to be completed
- Method of evaluating results
- Resources to be utilized
- Possible obstacles or problem areas associated with the accomplishment of each task

This process will also help to establish working relationships, make logistical arrangements, determine appropriate lines of communication, and finalize contractual arrangements.

#### ***Task 1-B: Acquisition & Review of Background Information***

ESCI will request pertinent information and data from the Moberly Fire Department project manager. This data will be used extensively in the analysis and development of the study. The documents and information relevant to this project will include, but not be limited to, the following:

- Past or current agency studies or research
- City Comprehensive Plan documents, including current and future land use information
- Local census and demographic data
- Zoning maps and zoning code
- Standard Operating Guidelines (SOGs) and service delivery practices
- Current service delivery objectives and targets
- Resource deployment documents
- Facility and apparatus inventories
- Automatic and mutual aid agreements
- Records management data, such as National Fire Incident Reporting System (NFIRS) or equivalent incident data (at least the most recent five years)
- Computer-Aided Dispatch (CAD) incident records (at least the most recent five years)
- Local Geographic Information Systems (GIS) data, where available
- Any other information that may be necessary for the successful completion of the study

#### ***Task 1-C: Site Visit & Stakeholder Input***

The ESCI project team will conduct on-site interviews and gather information from key personnel, including:

- Elected or appointed officials from the City of Moberly
- Moberly Fire Department chief officers, managers, and other key staff
- City planning staff
- External fire and EMS agencies within the region that respond within the City of Moberly
- Medical facilities, EMS medical director
- Employee groups
- Others as they may contribute to the project

The project team will interview key stakeholders of any organization that may be associated with this study. At a minimum, members of the project team will interview appropriate city officials, department officials, labor organization representatives, and other stakeholders that the project team deems necessary.

### **Phase II: Evaluation of Current Conditions**

This phase of the study focuses on a baseline assessment of the current conditions and current service performance. The purpose of this evaluation is to create a benchmark against which the options for future service delivery can be measured.

**Task 2-A: Operational Staffing**

ESCI will review current Moberly Fire Department staffing levels, distribution by function, location, and assignment and scheduling methodology. Specific emphasis will be placed on operational staffing measured against current industry standards.

**Task 2-B: Capital Apparatus**

ESCI will review and make recommendations regarding the inventory of apparatus and equipment, providing an analysis of the department fire and rescue fleet, including all response, support, and staff vehicles. The evaluation shall consider types, number, replacement, condition, useful life, location, and deployment. Items to be reviewed include:

- Age, condition, and serviceability
- Distribution and deployment
- Maintenance
- Regulatory compliance
- Future needs

**Task 2-C: Service Delivery and Performance**

ESCI will review and make observations in areas specifically involved in, or affecting, service levels and performance as benchmarked against various industry standards. Areas to be reviewed shall include, but not necessarily be limited to:

- **Service Demand Study**
  - Analysis and geographic display of current service demand by incident type and temporal variation
- **Resource Distribution Study**
  - Overview of the current facility and apparatus deployment strategy, analyzed through Geographic Information Systems software, with identification of service gaps and redundancies
- **Response Performance Summary**
  - Analysis of actual system reflex time performance, analyzed by individual companies (to the extent data is available)

**Phase III: Future System Demand Projections**

The phase of the project provides an assessment of the drivers of fire, rescue and EMS system change, service demand, and community risks that the Moberly Fire Department can be expected to face. ESCI will analyze City of Moberly growth projections and interpret their impact on fire, rescue and EMS service planning and delivery.

**Task 3-A: Population Growth Projections**

An interpretation of available census and community development data will be provided, indicating:

- Population history
- Census-based population growth projections and demographic changes anticipated
- Community planning-based population growth projections

**Task 3-B: Service Demand Projections**

Population growth projections, healthcare service alternatives and gaps along with historical and forecast incident rates, will be utilized to develop projections for future service demand.

**Task 3-C: Community Risk Analysis**

Land use and zoning classifications will be used, along with specific target hazard information, to analyze and classify community fire, rescue, and EMS challenges by geography. This process will be completed with GIS software and will consider:

- Population and population density
- Demographics
- Community land use regulations
- Occupancy types by land use designation

**Phase IV: Fire Station Location, Apparatus, and Staffing Recommendations**

The project concludes with strategies intended to place the Moberly Fire Department in a position to serve its future demand and risk successfully. ESCI will develop and analyze various facility location and unit staffing and deployment models for providing fire, rescue, and EMS services with the specific intent of identifying those options that can deliver the desired levels of service at the most efficient cost. Recommendations for enhancements to the service delivery system will be provided in a phased approach, identifying the best long-range strategies for service delivery and the impact of initiating such a strategy.

**Task 4-A: Development of Response Goals and Deployment Strategy**

An appropriate set of response performance goals will be offered for consideration by the Moberly Fire Department matching the nature and type of risks identified along with options for resources needed and deployment considered optimum for initiation as a long-term strategy. Response goals and deployment options will be developed with consideration given to the following:

- Critical components of deployment
- Apparatus and staffing configuration
- Levels of an effective response
- Current and recommended response capability
- Response zones and response time requirements
- Distribution, concentration, and reliability of coverage

**Task 4-B: Recommended Long-Term Strategy**

ESCI will develop a recommended, phased, long-term strategy for facility location that will improve the department's level of service towards the identified performance objectives and targets. This may include, but is not necessarily limited to, specific recommendations regarding:

- Renovation or relocations of the existing fire stations
- General locations of future, necessary fire stations
- Trigger points for construction of new fire stations

ESCI will evaluate and present in graphical and descriptive format for each of the deployment option(s):

- Degree of benefit to be gained through its implementation
- Extent to which it achieves established performance targets
- Potential negative consequences

## Phase V: Development, Review, and Delivery of Fire Station Location Report

### *Task 5-A: Development and Review of Draft Project Report*

ESCI will develop and produce an electronic version of the draft written report for review by the Moberly Fire Department team and other client representatives as appropriate. Client feedback is a critical part of this project, and adequate opportunity will be provided for iterative review and discussion of the draft report prior to finalization. The report will include:

- Detailed narrative analysis of each report component structured in easy-to-read sections and accompanied by explanatory support to encourage understanding by both staff and civilian readers
- Clearly designated recommendations highlighted for easy reference and cataloged as necessary in a report appendix
- Supportive charts, graphs, and diagrams, where appropriate
- Supportive maps, utilizing GIS analysis as necessary

### *Task 5-B: Delivery and Presentation of Final Project Report*

ESCI will complete any necessary revisions of the draft and produce ten publication-quality bound, final versions of the written report along with an electronic copy in PDF file format. A formal presentation of the project report will be made by ESCI project team member(s) to staff, elected officials, and/or the public as necessary and will include the following:

- A summary of the nature of the report, the methods of analysis, the primary findings, and critical recommendations
- Supportive audio-visual presentation
- Review and explanation of primary supportive charts, graphs, diagrams, and maps, where appropriate
- Opportunity for questions and answers, as needed
- All presentation materials, files, graphics, and written material will be provided to the client at the conclusion of the presentation(s)

## Fire Station Location Project Completion Timelines

ESCI offers the following project timeline, which is subject to change based upon the mutual agreement of the City of Moberly and ESCI. The timeline will not begin until ESCI has been provided with *all* information and data necessary for the successful completion of the project. ESCI estimates a timeline of 120 days from the completion of fieldwork.

Project Phase	Month 1	Month 2	Month 3	Month 4
<b>Phase I:</b> Project Initiation				
<b>Phase II:</b> Evaluation of Current Conditions				
<b>Phase III:</b> Future System Demand Projections				
<b>Phase IV:</b> Fire Station Location, Apparatus, and Staffing Recommendations				
<b>Phase V:</b> Development, Review, & Delivery of the Fire Station Location Report				

## Fire Station Location Study Proposed Project Fee

ESCI is pleased to present the following formal cost proposal for the project outlined in the Scope of Work. The fee ESCI is proposing to perform this study is inclusive of expenses as follows:

Project Phase	Consulting Fees	Expenses	Total
<b>Phase I:</b> Project Initiation	\$8,773	\$2,490	<b>\$11,263</b>
<b>Phase II:</b> Evaluation of Current Conditions	\$5,959	\$0	<b>\$5,959</b>
<b>Phase III:</b> Future System Demand Projections	\$3,878	\$0	<b>\$3,878</b>
<b>Phase IV:</b> Fire Station Location, Apparatus, and Staffing Recommendations	\$3,635	\$0	<b>\$3,635</b>
<b>Phase V:</b> Development, Review, & Delivery of the Fire Station Location Report	\$3,622	\$1,618	<b>\$5,240</b>
<b>Total Cost (Not to exceed):</b>			<b>\$29,975</b>

### ESCI Hourly Rates

Senior Level Project Oversight, Senior Data Engineer/SME .....	\$200/hr.
Project Manager, Senior Developer, GIS, BIA, mid-level Systems Engineer .....	\$170/hr.
Senior Data Analyst.....	\$150/hr.
Mid-level Data Analyst .....	\$125/hr.
Admin Support.....	\$90/hr.

### Proposed Payment Schedule

- 10% payment due upon signing of the contract.
- Monthly invoicing thereafter as work progresses.

# City of Moberly (MO) Fire Department

## Resource Location Study



*Canfield Jenkins*  
& ASSOCIATES LLC

## Introduction

Canfield Jenkins and Associates LLC is a consulting firm based in Northwest Arkansas with experience in emergency response analysis, strategic planning, workforce development and service delivery. Our common sense and prudent approach to complex public safety solutions provides the best “bang for the buck” for local governmental entities. Canfield Jenkins and Associates matches the customized needs of each community with professional industry leaders who can recommend and help implement timely and realistic solutions.

Tom Jenkins

President

Canfield Jenkins and Associates LLC

4304 West Woodview

Rogers, AR 72758

[tom@canfield-jenkins.com](mailto:tom@canfield-jenkins.com)

STATEMENT OF INTEREST

The purpose of this proposal is to outline the scope, timeline and deliverables associated with a potential proposal to assist the City of Moberly for Professional Services for the Fire Department Resource Location Study. Canfield Jenkins and Associates LLC (CJA) is submitting this packet for awareness and consideration. CJA is proposing to facilitate research regarding the Moberly Fire Department’s current staffing and fire station locations, taking into consideration industry best practices and standards. The proposal will include an evaluation of best practices, stakeholder engagement and final recommendations. CJA will develop a final report for use by the department. CJA recognizes that every community and organization is unique and, as such, we are dedicated to understanding the needs and nuances of the City of Moberly.

PURPOSE

The purpose of the work is to evaluate current fire station locations, examine alternate fire station locations and evaluate overall resource allocation needs for the Moberly Fire Department. Specifically, CJA will consider:

- Current fire station location performance
- Station 1 and potential relocation strategies
- Station 2 and potential relocation strategies
- An evaluation of a consolidation of Station 1 and Station 2 into a single fire station using a two-company response model
- Preliminary assessment of Insurance Service Office rating impact

PROCESS

The process will include the following objectives four main tasks:

Task 1. Development of MFD Leadership Team

CJA recommends a Leadership Team be established representing internal stakeholders of the City of Moberly Fire Department. This collaborative team will have regular virtual meetings to help establish priorities, interpret information obtained and provide direction in the final development of the report

### Task 2. Research

CJA will conduct research in a variety of methods, which include:

- A. Review and summarize Moberly Fire Department staffing methodology and service delivery.
- B. Conduct stakeholder interviews or focus groups with representatives from the Department, as needed.
- C. Understand current geospatial deployment capabilities from existing station locations.

### Task 3. Data Analysis and Interpretation

CJA will review the following data sets to help assess risk, current service delivery performance and community baselines:

- National Fire Incident Reporting System (NFIRS) information
- FireCARES data (available to CJA)
- Latest Insurance Service Office (ISO) report
- Available geospatial information from the city regarding emergency incidents and station locations.
- Other agreements, documents and data as made available by the city

### Task 4. Recommendation Development and Final Report

Based on the data analysis and research, CJA will develop recommendations including these elements:

1. Current deployment recommendations
2. Future deployment and fire station location recommendations

All recommendations made by CJA for the Moberly Fire Department will be made in the spirit of being both effective and efficient for the city. CJA will be responsible for a draft report to be reviewed by the Leadership Team, including one presentation of the report.

## PROJECT TEAM, STRUCTURE AND QUALIFICATIONS

Canfield Jenkins and Associates LLC strives to serve public safety organizations in helping them meet the challenges of governance and improve service delivery. This service takes the form of:

- Consultation on community engagement and strategic planning
- Realistic executive, management and professional development training
- Applied research on issues identified by state and local officials
- Technical support on service delivery and resource allocation



Tom Jenkins, President of Canfield Jenkins and Associates, will serve as project coordinator and provide much of the technical coordination for the project. Tom serves as a professional Fire Chief. In that capacity he is responsible for over 154 career employees in ten different physical locations protecting approximately 80,000 citizens. As fire chief, he has been successful in acquiring alternative revenue, opening new fire stations, obtaining dual accreditation for the department and lowering its insurance rating to a Class 1. In 2015, Chief Jenkins was elected to serve on the Board of Directors for the International Association of Fire Chiefs as the Second Vice President of the 12,000-member organization. In 2017, he was elected President and Chairman of the Board for the IAFC. In his capacity as IAFC President, Chief Jenkins was involved in numerous federal and international decisions, including providing testimony to the United States Congress in 2018.

Through Canfield Jenkins and Associates LLC, he has also consulted to various municipalities in four states (MI, MO, OK, AR) to help with equipment acquisition and service delivery models. He has been a principal member of the NFPA 1710 committee since 2011 to provide oversight and direction. He has personally assisted in the development of resource deployment methodology and decisions for the cities of Tulsa (OK), Broken Arrow (OK), Catoosa (OK) and several others throughout the multi-state region. He currently serves on the Advisory Board of the National Fallen Firefighters Association and PulsePoint Foundation as well as the Executive Board of the International Fire Service Training Association. In 2020 he was appointed to the Homeland Security Advisory Council for the US Department of Homeland Security by

Secretary Chad Wolf. Tom holds a Bachelor’s Degree in Fire Protection and Safety Engineering from Oklahoma State University and a Master’s Degree in Public Administration from the University of Oklahoma.



Jarett Metheny, CJA Project Manager, will provide expertise in the areas of stakeholder engagement and enhanced service delivery. Jarett is a graduate of Oklahoma State University’s Fire Protection and Safety Engineering program and a 26-year veteran of the fire service. His career spans two states and three cities, including service as fire chief in the communities of Midwest City (OK), Battlefield (MO), and Ozark (MO). He is a graduate of the National Fire Academy’s Executive Fire Officer Program and a credentialed Chief Fire Officer from the Commission on Professional Credentialing. Jarett served in a variety of capacities during his tenure with the Midwest City Fire Department, working his way to Chief in 2013. He retired from Midwest City in 2015 after twenty years of service. Jarett has experience as a full-time tenure track professor for Oklahoma State University, a position he held until his appointment as the Fire Chief for the Battlefield Fire Protection District in 2018. In 2020, Chief Metheny accepted the fire chief’s position with the Ozark Fire Protection District. Jarett serves as the Program Coordinator for Drury University’s Public Service and Safety Leadership Master’s Degree Program and will complete his PhD in Fire and Emergency Management Administration from Oklahoma State University later this year.



Gunder Coatney, CJA Project Associate, will provide expertise in the area of geospatial analysis. Gunder is a professional Geographic Information Systems Analyst with over six years of experience and a veteran of the United States Air Force. He has a Bachelor’s degree in Geomatics from the Oregon Institute of Technology.

*Other CJA professional staff will be utilized as required.*

RECENT SIMILAR PROJECTS COMPLETED BY CJA

Joplin Fire Department Resource Allocation Study (2021)  
Ozark Fire Protection District Strategic Plan and Deployment Analysis (2020)  
Lawrence Douglas County Fire Medical EMS Deployment Analysis (2020)<sup>1</sup>

Individually, both Tom Jenkins and Jarett Metheny have completed similar projects in other capacities including the authorship of standard of cover documents, the location and relocation of fire stations and the distribution and analysis of human resource needs for fire department deployment.

BUDGET

The budget for this project is inclusive of costs associated with the consultants assigned, retainers for elements of the report, travel and all costs. The total project cost shall not exceed \$25,000. The billing for this project shall occur at project milestones as outlined in the process.

TIMELINE

From contract signing to completion of the final document, the estimated timeline of completion is approximately six months.

REFERENCES

Andy Nimmo  
Deputy Fire Chief  
Joplin Fire Department (MO)  
Project: Resource Allocation Study  
(417) 437-6983  
[animmo@joplinmo.org](mailto:animmo@joplinmo.org)

<sup>1</sup> Working for Wichita State University

Susie Ballard  
Board President  
Ozark Fire Protection District (MO)  
Project: Strategic Plan and Station Location Analysis  
(417) 724-5105  
[sballard21@hotmail.com](mailto:sballard21@hotmail.com)

Tom Fagan  
Division Chief  
Lawrence Douglas County Fire Medical (KS)  
Project: EMS Deployment Analysis with Douglas County  
(816) 260-5122  
[tfagan@lawrenceks.org](mailto:tfagan@lawrenceks.org)

Lori Moore  
President  
International Public Safety Data Institute  
Project: Previous work on FireCARES and National Fire Operations Reporting System  
(202) 549-5080  
[lori@i-psdi.org](mailto:lori@i-psdi.org)

# City of Moberly

## City Council Agenda Summary

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

#8.

Department: Public Utilities

Date: January 3, 2022

**Agenda Item:** A Resolution Authorizing The City Manager To Purchase Sole Source UV System Parts For The Wastewater Treatment Plant From Suez Treatment Solutions Inc.

**Summary:** This purchase is an annual sole source purchase for wear parts needed to ensure reliable continuous operation of the wastewater treatment plant's UV disinfection system. This includes parts such as; ballasts, lamps and control components. Quoted cost for this purchase is \$14,884.09.

**Recommended Action:** Approve the resolution for the City Manager to execute the contract agreement.

**Fund Name:** Treatment Plant Maintenance

**Account Number:** 301.114.5303

**Available Budget \$:** \$42,258.27

### ATTACHMENTS:

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

### Roll Call

Aye

Nay

### Mayor

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

\_\_\_

### Council Member

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

\_\_\_

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

\_\_\_

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

\_\_\_

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

\_\_\_

Passed Failed

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

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

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE SOLE SOURCE UV SYSTEM PARTS FOR THE WASTEWATER TREATMENT PLANT FROM SUEZ TREATMENT SOLUTIONS INC.**

**WHEREAS**, the Water Department annually must replace UV system parts to ensure continuous operation of the wastewater treatment plants; and

**WHEREAS**, Suez Treatment Solutions, Inc., is a sole source provider of such parts; and

**WHEREAS**, city staff is recommending the purchase of ballasts, lamps and control components at a cost of \$14,884.09.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby approves the purchase of the above described equipment at a total cost of \$14,884.09.00 from Suez Treatment Solutions, Inc.

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

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

**ATTEST:**

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



Please Return to: Becky Korb  
Email: [becky.korb@suez.com](mailto:becky.korb@suez.com)  
Fax: 804-756-7643

#8.

## SUEZ Treatment Solutions Inc.

### **Purchase Authorization Form- updated 04/14/2020**

Pursuant to new SUEZ temporary payment guidelines, the following supersedes and replaces Item No. 3 of the Terms & Conditions of Sale listed on the Quotation: Orders originating from Mexico, Latin America, South America, Europe, & Asia are to be prepaid 100% in advance of shipment, regardless of shipment destination. Freight Terms will be Ex-Works unless otherwise agreed upon.

**All highlighted sections must be completed in full for SUEZ to process your order:**

Quotation Number: 230035402 Customer: Moberly MO

Customer PO/Reference: WWTP UV

Payment Type: ☐ Check (For Open Account/Net30)  
☐ Wire Transfer (For Open Account/Net30)  
☐ Credit Card (via Credit Card Portal- do not include CC info on this form)

Authorizing Name & Email: Brian Crane  
bcrane@cityofmoberly.com

Authorizing Title: City Manager

Payer Name & Email: Greg Hodge

Payer Title: Finance Director

***I hereby authorize SUEZ Treatment Solutions Inc. to invoice for the scope of supply as described on the Sales Quotation listed above and attached hereto.***

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Payer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### **Limitation of Liability:**

*Notwithstanding any statement contained herein to the contrary, in no event shall either party's liability to the other party (including for breach of contract claims, breach of warranty claims, indemnity claims, or anything else) exceed the purchase price of the equipment or services and neither party shall be liable to the other party for consequential, indirect, incidental, special, or punitive damages. Seller's sole obligation and liability for insurance is per the attached Certificate of Insurance.*

*Recently enacted national, state/provincial and local directives and regulations in response to the COVID-19 pandemic as defined by the World Health Organization [WHO] has caused, and will continue to cause market volatility, fluctuations, price adjustments, delays, and other unforeseen impacts on industries. SUEZ is currently monitoring the situation as it develops and we are constantly adjusting our current pricing and bidding to be reflective of market conditions as of the day of price or bid submission. However, to the degree changing and newly enacted regulations and directives cause material impact, further market disruption, delay, or price escalation, SUEZ reserves the right to adjust our pricing and bid submissions accordingly.*

*Please rest assured that SUEZ will continue to make every effort to be as accurate as possible in our pricing and lead-time estimates and we will continue to keep all of our customers, clients, and partners apprised of any changes as they occur.*

SUEZ Internal Use Only – Filled Out by Parts Sales Coordinator or Sales Engineer

SO#

Date:

SUEZ Employee:



Quotation			
Number	230035402		
Date	12/14/2021		
Your PO	UV Parts		
Customer N°	707217		
Project code	O-000011		
Valid from	12/14/2021	Valid to	01/14/2022

**To :**

City of Moberly  
101 West Reed  
MOBERLY MO 65270  
USA

**Ship To :**

City of Moberly  
1429 Country Road 2350  
MOBERLY MO 65270  
USA

Dear Sir, Dear Madam,

We thank you for your quotation request. Here are the best conditions we can offer you for delivering the following items :

**For questions please call : 201 676 2525** Mr Richard KELLER

Currency : USD

**Conditions**

Payment terms : NET30 Days

Delivery terms : EXW Prepay & Add

Item	Item No.	Description	Quantity	Unit price	Amount
10	1000038813	BALLAST, ASSEMBLY, 230V, UV 40-HO	35 EA	258.08 USD / 1 EA	9,032.80
20	1000070663	LAMP 58" ARC 20" 20AWG PIGTAIL 40HO COLD	90 EA	29.19 USD / 1 EA	2,627.10
30	1000038867	DCA Assembly 40-HO	2 EA	688.13 USD / 1 EA	1,376.26
40	1000039309	HEAT TRANSFER COMPOUND TUBE, 3 OZ,	1 EA	30.90 USD / 1 EA	30.90
50	1000038874	SWITCH BOX, 8 PORT, CODE OPERATED	1 EA	1,552.03 USD / 1 EA	1,552.03
60	1089020040	OUTBOUND FREIGHT	1 EA	265.00 USD / 1 EA	265.00

Item	Item No.	Description	Quantity	Unit price	Amount
<p>"Recently enacted national, state/provincial and local directives and regulations in response to the COVID-19 pandemic as defined by the World Health Organization [WHO] has caused, and will continue to cause market volatility, fluctuations, price adjustments, delays, and other unforeseen impacts on industries.</p> <p>SUEZ is currently monitoring the situation as it develops and we are constantly adjusting our current pricing and bidding to be reflective of market conditions as of the day of price or bid submission.</p> <p>However, to the degree changing and newly enacted regulations and directives cause material impact, further market disruption, delay, or price escalation, SUEZ reserves the right to adjust our pricing and bid submissions accordingly.</p> <p>Please rest assured that SUEZ will continue to make every effort to be as accurate as possible in our pricing and lead-time estimates and we will continue to keep all of our customers, clients, and partners apprised of any changes as they occur.</p> <p>Pursuant to new SUEZ temporary payment guidelines, the following supersedes and replaces South America, Europe, &amp; Asia are to be prepaid 100% in advance of shipment, regardless of shipment destination. Freight Terms will be Ex-Works unless otherwise agreed upon."</p>					

**Subtotal before taxes** USD 14,884.09

**Amount due** USD 14,884.09

**14,884.09**

Fourteen thousand eight hundred eighty-four us dollar nine

Do not hesitate to contact us for any further information. Looking forward to hearing from you. Kind regards,

1. **ENTIRE AGREEMENT.** The Terms and Conditions of Sale set forth herein, and any supplements which may be attached hereto, constitute the full and final expression of the contract (the "Contract") for the sale of equipment or services (hereinafter referred to as "Equipment") Purchaser, and supersedes the terms and conditions of any request for proposal or request for quotations, specifications, quotations, purchase orders, correspondence or communications whether written or oral between the Purchaser and SUEZ Treatment Solutions Inc. . No amendment or modification hereto nor any statement, representation or warranty not contained herein shall be binding on SUEZ Treatment Solutions Inc unless made in writing and signed by an authorized representative of SUEZ Treatment Solutions Inc Prior dealings, usage of the trade or a course of performance shall not be relevant to determine the meaning of this Contract.

2. **TAXES.** The Purchase Price does not include any state or local sales or use taxes.

3. **PAYMENT.** Payment shall be net thirty (30) days in accordance with the milestone payment schedule set forth in SUEZ Treatment Solutions Inc's proposal.

4. **RISK OF LOSS.** Risk of loss or damage to the Equipment, or any part thereof, shall pass to Purchaser upon delivery of the Equipment or part to Purchaser at the delivery point stated in SUEZ Treatment Solutions Inc's proposal.

5. **EXCUSABLE DELAY.** SUEZ Treatment Solutions Inc shall not be liable for any delay in performance or failure to perform due to any cause beyond OZONIA's reasonable control including, fire, flood, or any other act of God, strike or other labor difficulty, any act, instructions, directions or omission to act of any civil or military authority or of the Purchaser, Owner, or Engineer, change in laws, any insurrection, riot, embargo, unavailability or delays in transportation or car shortages. In the event SUEZ Treatment Solutions Inc 's performance is delayed by any of the foregoing causes, SUEZ Treatment Solutions Inc 's schedule for performance shall be extended accordingly without penalty. If Purchaser's, Owner's, or Engineer's actions delay SUEZ Treatment Solutions Inc 's performance, Purchaser shall pay SUEZ Treatment Solutions Inc any additional costs incurred by SUEZ Treatment Solutions Inc resulting from such delay and shall also pay SUEZ Treatment Solutions Inc's invoice for any stored Equipment, or any part thereof, as if they had been delivered in accordance with the milestone schedule.

6. **PROPRIETARY INFORMATION.** All information, plans, drawings, tracings, specifications, programs, reports, models, mock-ups, designs, calculations, schedules, technical information, data, manuals, proposals, CADD documents and other materials, including those in electronic form (collectively the "Instruments of Service") prepared and furnished by SUEZ Treatment Solutions Inc for use solely with respect to this Project. SUEZ Treatment Solutions Inc shall be deemed the author and owner of these Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The Purchaser, Engineer, or Owner shall not use these Instruments of Service for future additions or alterations to this Project or for other projects, without the prior written agreement by SUEZ Treatment Solutions Inc. The Instruments of Service furnished by SUEZ Treatment Solutions Inc are proprietary to SUEZ Treatment Solutions Inc, submitted in strict confidence and shall not be reproduced, transmitted, disclosed or used in any other manner without SUEZ Treatment Solutions Inc 's written authorization.

7. **INSPECTION BY PURCHASER.** Purchaser may inspect the Equipment at the point of manufacture, provided that such inspection is arranged and conducted so as not to unreasonably interfere with SUEZ Treatment Solutions Inc 's or the manufacturer's operations.

8. **WARRANTY OF TITLE.** SUEZ Treatment Solutions Inc warrants and guarantees that upon payment title to all Equipment covered by any invoice submitted to Purchaser will pass to Purchaser free and clear of all liens.

9. **WARRANTY.** SUEZ Treatment Solutions Inc warrants that its Equipment shall conform to the description contained in SUEZ Treatment Solutions Inc's proposal and be free from defects in material and workmanship for a period of one (1) year from date its Equipment is initially placed in operation or eighteen (18) months from date its Equipment is shipped, whichever occurs first. Upon SUEZ Treatment Solutions Inc's receipt of written notice within thirty (30) days of discovery of any defect, and a determination by SUEZ Treatment Solutions Inc that such defect is covered under the foregoing warranty, SUEZ Treatment Solutions Inc shall, at its option, repair or replace the defective part or parts, f.o.b. factory. This warranty does not cover failure or damage due to storage, installation, operation or maintenance not in conformance with SUEZ Treatment Solutions Inc's written instructions and requirements or due to accident, misuse, abuse, neglect or corrosion. This warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power or any other expenses that may be incurred with repair or replacement. SUEZ Treatment Solutions Inc shall have no responsibility for the condition of primed or finish painted surfaces after the Equipment leaves its point of manufacture. Field touchup of shop primed or painted surfaces are normal and shall be at Purchaser's or Owner's expense. Unless otherwise specifically provided for herein, SUEZ Treatment Solutions Inc provides no other of product performance or process results. Correction of non-conformities in the manner and for the period of time provided above shall constitute SUEZ Treatment Solutions Inc's sole liability and purchaser's exclusive remedy for failure of SUEZ Treatment Solutions Inc to meet its warranty obligations, whether claims of purchaser are based in contract, tort (including negligence or strict liability), or otherwise. THE FOREGOING WARRANTIES ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. **BACKCHARGES.** SUEZ Treatment Solutions Inc shall not be liable for any charges incurred by Purchaser for work, repairs, replacements or alterations to the Equipment, without SUEZ Treatment Solutions Inc 's prior written authorization, and any adverse consequences resulting from such unauthorized work shall be Purchaser's full responsibility.

11. **LIQUIDATED DAMAGES.** Any liquidated damages clauses for failure to meet shipping or job completion promises are not acceptable or binding upon SUEZ Treatment Solutions Inc, unless such clauses are specifically accepted in writing by an authorized representative of SUEZ Treatment Solutions Inc at its headquarters office.

12. **LIMITATION OF LIABILITY.** Neither party shall be liable to the other party for any special, indirect, incidental, consequential or punitive damages arising from their obligations under this Contract, whether such damages are based upon breach of contract, breach of warranty, tort, strict liability or otherwise. In no event shall SUEZ Treatment Solutions Inc's liability exceed the purchase price of the Equipment or parts of the Equipment on which such liability is based.

13. **CANCELLATION BY PURCHASER.** If Purchaser cancels this Contract or refuses to accept delivery of the Equipment, Purchaser shall be liable to SUEZ Treatment Solutions Inc for reasonable costs incurred by SUEZ Treatment Solutions Inc including, cancellation charges, administrative costs, and commissions to sales representatives for all work performed or in process up to the time of cancellation or refusal to accept delivery.

14. **DEFAULT BY PURCHASER.** In the event Purchaser should breach its obligations under this Contract or if the Project is suspended or delayed for more than 120 cumulative days, then SUEZ Treatment Solutions Inc may, without prejudice to any other right or remedy it may have at law or equity, terminate this Contract or suspend performance if Purchaser fails to cure such breach within thirty (30) days of written notice. In such event, SUEZ Treatment Solutions Inc shall be paid for all work performed prior to termination/suspension, including all costs related to the termination/suspension. If

payments are not made in accordance with the terms contained herein, a service charge may, without prejudice to the right of SUEZ Treatment Solutions Inc to immediate payment, be added in an amount equal to the lower of 1.5% per month or fraction thereof or the highest legal rate on the unpaid balance. Purchaser shall reimburse SUEZ Treatment Solutions Inc for all attorney's fees and costs related to collection of past due amounts. #8.

15. **DEFAULT BY SELLER.** In the event of any default by SUEZ Treatment Solutions Inc and prior to Purchaser terminating the work for default, Purchaser shall give written notice of default to SUEZ Treatment Solutions Inc. SUEZ Treatment Solutions Inc shall remedy the default to the reasonable satisfaction of the Purchaser within thirty (30) days of receipt of such written notice or, if such default cannot reasonably be remedied within such thirty (30) day period, SUEZ Treatment Solutions Inc shall promptly begin to remedy the default within the thirty (30) day period and thereafter diligently prosecute to conclusion all acts necessary to remedy the default, in which event such default shall be deemed to be remedied.

16. **PATENT AND COPYRIGHT INFRINGEMENT.** SUEZ Treatment Solutions Inc shall defend any action or proceeding brought against Purchaser based on any claim that the Equipment infringes any United States patent or copyright, provided the Equipment is used in the manner specified and is not modified, altered, or combined with any other equipment without SUEZ Treatment Solutions Inc's prior written permission. Purchaser shall give prompt written notice to SUEZ Treatment Solutions Inc of any such action or proceeding and will reasonably provide authority, information and assistance (at Purchaser's expense) in the defense of same. If Purchaser is enjoined from the operation or use of the Equipment, SUEZ Treatment Solutions Inc shall take reasonable steps to procure the right to operate or use the Equipment. If SUEZ Treatment Solutions Inc cannot so procure such right within a reasonable time, SUEZ Treatment Solutions Inc shall promptly, at SUEZ Treatment Solutions Inc's option and expense, (i) modify the Equipment so as to avoid infringement of any such patent or copyright, (ii) replace said Equipment with equipment that does not infringe or violate any such patent or copyright, or (iii) as a last resort, remove the Equipment and refund the purchase price.

17. **INDEMNITY.** To the extent and proportion of its negligence, SUEZ Treatment Solutions Inc will indemnify and hold Purchaser harmless for any claims, damages, suits, or losses by third parties for death or bodily injury or damage to tangible property (other than to the Equipment itself) directly caused by SUEZ Treatment Solutions Inc's performance under this Contract.

18. **GOVERNING LAW/JURISDICTION.** This Contract shall be governed by, interpreted and enforced in accordance with the laws applicable in the state where the jobsite is located, without regard to any conflicts of law principles thereof. Any dispute that cannot be resolved amicably by the Parties shall be referred to the federal or state courts having jurisdiction over the jobsite. The Parties irrevocably waive the right to request trial by jury.

19. **NOTICES.** Unless otherwise provided, any notices to be given hereunder shall be given in writing at the address and to the representatives mentioned in the Contract Documents and shall be deemed effectively given (i) upon personal delivery to the party to be notified, (ii) on confirmation of receipt by fax by the party to be notified, (iii) one business day after deposit with a reputable overnight courier, prepaid for overnight delivery and addressed as set forth herein, or (iv) three days after deposit with the U.S Post Office, postage prepaid, registered or certified, with return receipt requested.

20. **ASSIGNMENT/SUCCESSORSHIP.** Neither SUEZ Treatment Solutions Inc. nor Purchaser may assign this Contract without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Any prohibited assignment shall be null and void. OZONIA and Purchaser intend that the provisions of this Contract are binding upon the parties, their employees, agents, heirs, successors and assigns.

21. **SEVERABILITY.** If any term, condition or provision of this Contract or the application thereof to any party or circumstance shall at any time or to any extent be invalid or unenforceable, then the remainder of this Contract, or the application of such term, condition or provision to parties or circumstances other than those which it is held invalid or unenforceable, shall not be affected thereby, and each term, condition and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

22. **NO WAIVER.** The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Contract or to exercise any right under this Contract shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.

# City of Moberly

## City Council Agenda Summary

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

**Agenda Item:** A Resolution appropriating money out of the Treasury of the City of Moberly, Missouri.

**Summary:** Appropriation Resolution.

**Recommended**

**Action:** Please approve this Resolution.

**Fund Name:** N/A

**Account Number:** N/A

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

**ATTACHMENTS:**

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

**Roll Call**

**Aye**

**Nay**

**Mayor**

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

**Council Member**

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

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

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

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

Passed Failed

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

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

**A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$767,665.38.**

**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 January 3, 2022 in the amount of \$89,943.07.

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 January 3, 2022 in the amount of \$7,100.00.

SECTION 3: There is hereby appropriated out of the **Payroll Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due January 3, 2022 in the amount of \$2,114.46.

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 January 3, 2022 in the amount of \$30.52.

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 January 3, 2022 in the amount of \$296.90.

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 January 3, 2022 in the amount of \$24,608.76.

SECTION 7: There is hereby appropriated out of the **Airport Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due January 3, 2022 in the amount of \$351,675.52.

SECTION 8: There is hereby appropriated out of the **Perpetual Care Cemetery Sales Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due January 3, 2022 in the amount of \$81.00.

SECTION 9: There is hereby appropriated out of the **Veteran Memorial Flag Project Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due January 3, 2022 in the amount of \$7,904.52.

SECTION 10: There is hereby appropriated out of the **Utilities OP & Maintenance Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due January 3, 2022 in the amount of \$93,160.34.

SECTION 11: There is hereby appropriated out of the **Capital Improvement Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due January 3, 2022 in the amount of \$11,434.48.

SECTION 12: There is hereby appropriated out of the **2021 EDA Grant Projects Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due January 3, 2022 in the amount of \$59,611.78.

SECTION 13: There is hereby appropriated out of the **2004B SRF Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due January 3, 2022 in the amount of \$38,195.69.

SECTION 14: There is hereby appropriated out of the **2006A SRF Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due January 3, 2022 in the amount of \$27,572.66.

SECTION 15: There is hereby appropriated out of the **2004C Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due January 3, 2022 in the amount of \$26,552.63.

SECTION 16: There is hereby appropriated out of the **Emergency Telephone Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due January 3, 2022 in the amount of \$4,662.09.

SECTION 17: There is hereby appropriated out of the **Street Improvement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due January 3, 2022 in the amount of \$12,720.96.

SECTION 18: 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 January 3, 2022 in the amount of \$10,000.00.

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

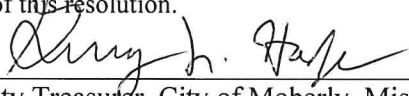
**RESOLVED** this 3rd day of January 2022 by the Council of the City of Moberly, Missouri.

ATTEST:

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

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

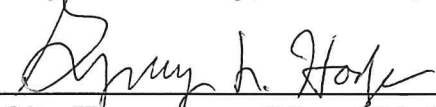
I hereby certify that there is sufficient money standing to the credit of the City of Moberly, Missouri, unappropriated in the several funds covered by this resolution to meet the requirements of this resolution.

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

**EXPENSES PAID DECEMBER 17 - JANUARY 3, 2022 FOR THE**  
**FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE**  
**JANUARY 3, 2022 APPROPRIATION RESOLUTION TOTAL.**

General Fund	\$	89,943.07
Non-Resident Lodging Tax Fund	\$	7,100.00
Payroll Fund	\$	2,114.46
Solid Waste Fund	\$	30.52
Heritage Hills Golf Course Fund	\$	296.90
Parks and Recreation Fund	\$	24,608.76
Airport Fund	\$	351,675.52
Perpetual Care Cemetery Sales Fund	\$	81.00
Veteran Memorial Flag Project Fund	\$	7,904.52
Utilities OP & Maintenance Fund	\$	93,160.34
Capital Improvement Trust Fund	\$	11,434.48
2021 EDA Grant Projects Fund	\$	59,611.78
2004B SRF Bonds Debt Service Fund	\$	38,195.69
2006A SRF Bonds Debt Service Fund	\$	27,572.66
2004C Bonds Debt Service Fund	\$	26,552.63
Emergency Telephone Fund	\$	4,662.09
Street Improvement Fund	\$	12,720.96
Downtown CID Property Tax Fund	\$	10,000.00
<b>Total</b>	<b>\$</b>	<b>767,665.38</b>

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

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

12/30/2021  
\_\_\_\_\_  
Date

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
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## 24 DISBURSEMENTS

88621	12/17/2021	6655	BARNETT MANDY	3,750.00
88622	12/22/2021	17	AT&T 5001	661.70
88623	12/22/2021	17	AT&T 5001	2,267.02
88624	12/22/2021	6245	AZAVAR	386.11
88625	12/22/2021	6657	BROWN MIKE	100.00
88626	12/22/2021	6645	BUTTERWORTH MICHAEL	95.00
88627	12/22/2021	6001	CARDINAL PUMP COMPANY	2,820.00
88628	12/22/2021	1110	CONTROLLED AIRE LLC	90.00
88629	12/22/2021	37	EMERY SAPP & SONS INC	278,947.62
88630	12/22/2021	704	GALLS LLC	18.17
88631	12/22/2021	2525	HARRISON DUSTIN	.00
88632	12/22/2021	2525	HARRISON DUSTIN	1,320.00
88633	12/22/2021	5591	INOVATIA LABORATORIES LLC	361.75
88634	12/22/2021	4347	JOHN DEERE FINANCIAL	.00
88635	12/22/2021	4347	JOHN DEERE FINANCIAL	1,347.52
88636	12/22/2021	1688	MFA OIL COMPANY	17,147.39
88637	12/22/2021	1136	MFA PROPANE	1,397.03
88638	12/22/2021	1726	MIDWEST ENVIR CONSULTANTS INC	7,036.14
88639	12/22/2021	1935	MOBERLY MONITOR INDEX	55.00
88640	12/22/2021	6551	PRO PUMPING & HYDROJETTING LLC	844.00
88641	12/22/2021	2610	BRENDLINGER ENTERPRISES INC	1,803.60
88642	12/22/2021	6658	SNELLER LUKE	100.00
88643	12/22/2021	6659	TREXEL MATT	100.00
88644	12/22/2021	6656	WORKMAN BRUCE	100.00
* 88645	Thru 88653			
88654	1/03/2022	6120	AMAZON CAPITAL SERVICES	331.56
88655	1/03/2022	6	AMEREN MISSOURI	16.39
88656	1/03/2022	13	ARROW ENERGY INC	16,487.44
88657	1/03/2022	30	WOOGEDY LLC	774.75
88658	1/03/2022	17	AT&T 5001	50.92
88659	1/03/2022	17	AT&T 5001	1,682.45
88660	1/03/2022	6668	BAIN JASON	10,000.00
88661	1/03/2022	970	BANNER FIRE EQUIPMENT INC	237.00
88662	1/03/2022	3625	BARR ENGINEERING COMPANY	5,393.00
88663	1/03/2022	2694	BOB'S BUTCHER SHOP	108.49
88664	1/03/2022	6662	BOGGS ANDY	12.08
88665	1/03/2022	2975	BRENNTAG MID SOUTH INC	5,216.94
88666	1/03/2022	6454	CAPITAL ONE	.00
88667	1/03/2022	6454	CAPITAL ONE	2,791.25
88668	1/03/2022	591	CASON BUILDING MAINTENANCE INC	2,463.70
88669	1/03/2022	6664	CLAMPITT CRYSTAL	100.00
88670	1/03/2022	5723	CLERK OF THE SUPREME COURT	410.00
88671	1/03/2022	653	COE EQUIPMENT	877.05
88672	1/03/2022	3063	CONLEY FOREST DO	20.00
88673	1/03/2022	2645	CORE & MAIN LP	1,424.56
88674	1/03/2022	678	CROWN POWER & EQUIPMENT	282.62
88675	1/03/2022	693	ED ROEHR SAFETY PRODUCTS INC	1,104.20
88676	1/03/2022	2950	EVERTS MATT	212.27
88677	1/03/2022	3139	EVOQUA WATER TECHNOLOGIES LLC	8,634.89
88678	1/03/2022	3103	FASTENAL COMPANY	829.26
88679	1/03/2022	699	FEDERAL EXPRESS	16.05

VOID:

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BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
CHECK#	DATE							
88680	1/03/2022	1308	FEHLING SMALL ENGINE LLC	139.50				
88681	1/03/2022	704	GALLS LLC	.00			VOID:	
88682	1/03/2022	704	GALLS LLC	.00			VOID:	
88683	1/03/2022	704	GALLS LLC	.00			VOID:	
88684	1/03/2022	704	GALLS LLC	.00			VOID:	
88685	1/03/2022	704	GALLS LLC	2,671.61				
88686	1/03/2022	737	HACH COMPANY	1,995.57				
88687	1/03/2022	759	HUTCHINSON SALT COMPANY	2,035.85				
88688	1/03/2022	2787	IDEXX DISTRIBUTION CORP	415.45				
88689	1/03/2022	5591	INOVATIA LABORATORIES LLC	596.75				
88690	1/03/2022	2812	JACOBS ENGINEERING GROUP INC	72,926.01				
88691	1/03/2022	4536	CEMETARY SPECIALISTS LLC	675.00				
88692	1/03/2022	3514	CHAPPYS, LLC	900.00				
88693	1/03/2022	680	KB TIRE AND AUTO INC	650.00				
88694	1/03/2022	1225	LATSON DOROTHY	264.00				
88695	1/03/2022	1246	LOCHNER	55,407.32				
88696	1/03/2022	3180	MACK HILS INC	7,373.25				
88697	1/03/2022	1756	MIRMA	10,000.00				
88698	1/03/2022	1079	MISSION COMMUNICATIONS LLC	641.40				
88699	1/03/2022	2889	MISSOURI DEPART OF CORRECT	795.00				
88700	1/03/2022	5695	MISSOURI RURAL CRISIS CENTER	100.00				
88701	1/03/2022	360	MO DEPARTMENT OF NATURAL RESOU	150.00				
88702	1/03/2022	2740	MOBERLY AREA CHAMBER OF COMMER	7,100.00				
88703	1/03/2022	896	FRATERNAL ORDER OF EAGLES	385.50				
88704	1/03/2022	1935	MOBERLY MONITOR INDEX	75.00				
88705	1/03/2022	4906	MUTTER FARMS LLC	.00			VOID:	
88706	1/03/2022	4906	MUTTER FARMS LLC	.00			VOID:	
88707	1/03/2022	4906	MUTTER FARMS LLC	.00			VOID:	
88708	1/03/2022	4906	MUTTER FARMS LLC	11,848.47				
88709	1/03/2022	5849	PRICE DAVID	100.00				
88710	1/03/2022	2593	RANDOLPH COUNTY RECORDER	81.00				
88711	1/03/2022	2850	ROTARY CLUB OF MOBERLY	100.00				
88712	1/03/2022	5218	RSINET	180.00				
88713	1/03/2022	6330	RYAN DONALD	52.83				
88714	1/03/2022	3014	SAM'S CLUB	633.19				
88715	1/03/2022	617	SCHULTE SUPPLY INC	1,958.60				
88716	1/03/2022	2394	SESAC	513.00				
88717	1/03/2022	6666	SMITH CARMA	100.00				
88718	1/03/2022	2610	BRENDLINGER ENTERPRISES INC	1,518.00				
88719	1/03/2022	5700	STAPLES	1,147.79				
88720	1/03/2022	6162	SWALLOW TROPHY & ENGRAVING	55.00				
88721	1/03/2022	2640	THOMAS HILL PUBLIC WATER SUPPL	109.20				
88722	1/03/2022	642	TOWN & COUNTRY ABSTRACT CO	150.00				
88723	1/03/2022	6374	UNIFIRST CORPORATION	278.00				
88724	1/03/2022	1562	UNITED FIRST AID & SAFETY,LLC	68.82				
88725	1/03/2022	2643	UNITED WAY	1,072.46				
88726	1/03/2022	2223	US CELLULAR	759.52				
88727	1/03/2022	2644	USA BLUE BOOK	341.21				
88728	1/03/2022	5575	USI INSURANCE SERVICE LLC	5,000.00				
88729	1/03/2022	2921	UTILITY SERVICE CO INC	17,415.11				
88730	1/03/2022	2646	VALIC	1,042.00				
88731	1/03/2022	2647	VANDEVANter ENGINEERING INC	4,756.00				
88732	1/03/2022	435	WATCHGUARD VIDEO	4,495.00				

BANK#	BANK NAME							
CHECK#	DATE	ACCOUNT# NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID	
88733	1/03/2022	6660 WHITIS DEDORAH	100.00					
88734	1/03/2022	5908 WILLIAMS KEEPERS, LLC	30,000.00					
88735	1/03/2022	2772 WIRELESS USA	602.35					
*20211039								
20211040	12/24/2021	5783 BANKCARD SERVICES	12,754.29		E-PAY			
20211041	12/23/2021	6 AMEREN MISSOURI	32,590.43		E-PAY			
20211042	12/23/2021	2708 UMB BANK	92,320.98		E-PAY			

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

BANK TOTALS:	
OUTSTANDING	767,665.38
CLEARED	.00
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BANK 24 TOTAL	767,665.38
 **VOIDED**	 .00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
100 GENERAL FUND	89,943.07	89,943.07	.00	.00
102 NON-RESIDENT LODGING TAX	7,100.00	7,100.00	.00	.00
105 PAYROLL FUND	2,114.46	2,114.46	.00	.00
110 SOLID WASTE FUND	30.52	30.52	.00	.00
114 HERITAGE HILLS GOLF CRSE	296.90	296.90	.00	.00
115 PARKS & RECREATION FUND	24,608.76	24,608.76	.00	.00
120 AIRPORT FUND	351,675.52	351,675.52	.00	.00
125 PERPETUAL CARE CEM SALES	81.00	81.00	.00	.00
140 VETERAN MEMORIAL FLAG PRJ	7,904.52	7,904.52	.00	.00
301 UTILITIES OP & MAINT	93,160.34	93,160.34	.00	.00
304 CAPITAL IMPROVEMENT TRUST	11,434.48	11,434.48	.00	.00
350 2021 EDA GRANT PROJECTS	59,611.78	59,611.78	.00	.00
377 2004B SRF BONDS DEBT SERV	38,195.69	38,195.69	.00	.00
378 2006A SRF BONDS DEBT SERV	27,572.66	27,572.66	.00	.00
379 2004C BONDS DEBT SERVICE	26,552.63	26,552.63	.00	.00
400 EMERGENCY TELEPHONE FUND	4,662.09	4,662.09	.00	.00
601 STREET IMPROVEMENT FUND	12,720.96	12,720.96	.00	.00
912 DOWNTOWN CID PROP TAX	10,000.00	10,000.00	.00	.00

\*\*\* CHECK SUMMARY \*\*\*

#9.

BANK#	BANK NAME	
CHECK#		DESCRIPTION
24 DISBURSEMENTS		
88621 Thru	88644	Accounts Payable Checks
88645 Thru	88653	Utility Billing Checks
88654 Thru	88735	Accounts Payable Checks
20211040 Thru	20211042	Accounts Payable E-Pay