

A G E N D A
WORK SESSION MEETING
City of Moberly
June 07, 2021
6:00 PM

Requests, Ordinances, and Miscellaneous

1. Application for Airport Advisory Board.
2. A discussion regarding a proposal for Utility GIS Mapping and Data Collection Services from SAM, LLC for stormwater structures.
3. A Discussion Regarding Authorization to Engage Jacob's Engineering for Professional Engineering Services for a study to evaluate property north of Silva Lane for gravity sewer service.
4. An Ordinance Approving a Second First Amendment to Purchase Option Agreement; and Providing Further Authority.

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #1.

Department: Public Works

Date: June 7, 2021

Agenda Item: Application for Airport Advisory Board.

Summary: Two (2) terms (Graves Sandford and Steve Botkins) for the Airport Advisory Board will expire in July. We have advertised and received one application from Graves Sandford, his application and letter requesting to be re-appointed are attached. Steve Botkins does not wish to be re-appointed at this time, so we will look for a replacement for him on the board.

Recommended Action: Direct staff to bring forward to the June 21, 2021 regular City Council meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye Nay

Mayor

M___ S___ Jeffrey

___ ___

Council Member

M___ S___ Brubaker

___ ___

M___ S___ Kimmons

___ ___

M___ S___ Davis

___ ___

M___ S___ Kyser

___ ___

Passed Failed

Moberly!

Board/Commission Application Form

Individuals serving on boards or commissions play an important role in advising the City Council on matters of interest to our community and its future. For the most part, Board and Commission members must be residents of City of Moberly. When a vacancy occurs, an announcement of that vacancy will be posted. The City Council will review all applications. The appointment will be made at a formal City Council meeting. Appointees serve as unpaid volunteers.

This application is a public document and as such it or the information it contains may be reproduced and distributed. This application will remain active for two years and you will automatically be considered for any vacancy occurring during that time.

Name of Board or Commission: Airport Advisory Board Date: 5-28-21
 Your Name: Graves Sandford Street Address: 2251 Silva Lane, APT 8
 Phone number(s): (evening) 660-353-1202 (day) 660-353-1202
 Email: graves sandford@aol.com

Do you live within the corporate limits of City of Moberly? (Yes) / No
 How long have you been a resident of City of Moberly? 70 years
 Occupation: Flight Instruction, Aircraft Rental Employer: Self Magic City Aviation

Optional Questions (use back of application if necessary)

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

I am the owner of Magic City Aviation and have provided flight instruction and aircraft rental since 1960 at Omar Bradley Regional airport and through out the area.
I have logged near 30,000 hours flight time in general aviation and warbird airplanes.
I have trained and certified students who are currently corporation and airline pilots.

I am a member of the airport advisory board and have been for many years.
 What particular contributions do you feel you can make to this board or commission?

I observe the airport operations on a daily basis and feel like
I am in a position to make suggestions to the board and would
like to be part of the future development and expansion of our great airport.

I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:

- | | |
|----------------------------------|--------------------------------|
| 1. <u>Dr. Nelson Henry</u> | Phone: <u>573 - 823 - 0819</u> |
| 2. <u>Dennis Snodgrass</u> | Phone: <u>660 - 651 - 0541</u> |
| 3. <u>Charles Thomas McGinty</u> | Phone: <u>660 - 291 - 3015</u> |

Graves Sandford

Signature of Applicant

*Additional Information may be attached to this form.

Return to: City of Moberly, 101 West Reed Street, Moberly

Additional Information

Promoted the confederate air force now known as the commemorative air force airshows at Oman Bradley airport in the late 1980's and early 1990's

I have instructed formation flying in warbird and general aviation aircraft

I have given lectures and programs on aircraft restoration and judging to various aviation organizations including the E.A.A.

I flew a WWII North American Texan in 1995 in the Freedom Flight of America tour which commemorated the 50th anniversary of the end of WWII

hold the following pilot certificates and ratings listed below:
flight instructor, commercial single and multi engine and instrument rating
restored a 1955 Beechcraft T-34 military trainer to its original configuration. the plane won the best T-34 and reserve grand champion warbird award at the E.A.A. national convention in Oshkosh, Wisconsin in 1985.

I have flown warbird aircraft nation-wide through the years to participate in various airshows and fly-ins

I have flown and given rides to people yearly at the Moberdy annual fly-in.

May 28, 2021

Mayor Jerry Jefferies and City Council Members
City of Moberly
101 West Reed Street
Moberly, MO 65270

RE: Appointment to Airport Advisory Board

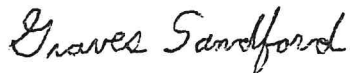
I am a member of the Airport Advisory Board for the City of Moberly and my term expires in the near future. I would like to thank the City of Moberly for selecting me to serve on the Airport Board and I hope some of my input has been helpful to the board and the City.

I would like to remain on the Airport Advisory Board for another term and I hope the City will select me to do so.

I am the owner of Magic City Aviation and have provided flight instruction and aircraft rental for many years at Omar Bradley Airport and through out the area.

I observe the airport operation on a daily basis and feel like I am in a position to make suggestions to the board and would like to be part of the future development and expansion of our great airport.

Yours truly,



Graves Sandford

City of Moberly

City Council Agenda Summary

Agenda Number: WS #2.
 Department: Public Utilities
 Date: June 7, 2021

Agenda Item: A discussion regarding a proposal for Utility GIS Mapping and Data Collection Services from SAM, LLC for stormwater structures.

Summary: The City of Moberly's stormwater system has never been added to the City's GIS databases. Paper maps of the system do not exist currently outside of the list of locations of most of the stormwater inlets and the major outfalls. This project will allow for field locating each stormwater feature (outfalls, culverts, inlets, manholes, junctions, and boxes) and details of each feature will be collected. Since the City does not know how many of these features we have currently, SAM will be doing this work on a per feature mapped basis. The budget for this project is approximately \$70,000, depending on the final adopted budget for fiscal year 2022. If the project cannot be completed this year, it is anticipated that additional funding will be necessary next fiscal year. The work will be done by wards, to avoid having to go back multiple times to the same areas.

Recommended

Action: Direct staff to develop a resolution for the next regular Council meeting.

Fund Name: Capital Improvement Sales Tax Trust

Account Number: 304.000.5502

Available Budget \$: \$80,000

ATTACHMENTS:

Roll Call

Aye

Nay

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input checked="" 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 _____

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Davis** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

SAM, LLC. PROFESSIONAL SERVICES AGREEMENT

For

MOBERLY, MISSOURI

PROJECT NAME

Storm Water GPS Mapping and GIS
Development

Prepared for:

Mary West-Calcano
Director of Public Utilities
101 W. Reed Street
Moberly, MO 65270

By:

Kirk Larson, Director of GIS Operations
SAM, LLC.
501 N Market Street
Maryville, MO 64468
(660)562-0050

Submittal Date:
May 10, 2021

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made and entered into by and between the City of Moberly, (hereafter referred to as “CLIENT”) and SAM, LLC., whose principal place of business is located at 501 North Market, Maryville, Missouri, (hereafter referred to as the “COMPANY”).

PURPOSE AND INTENT

This agreement covers the data collection, creation and construction of a storm water utility GIS program for The City of Moberly, including the development of utility features in accordance with the attached Scope of Services in ATTACHMENT A.

WITNESSETH

WHEREAS, the COMPANY shall provide all qualified personnel and materials as required for the implementation of a utility GIS program for the CLIENT, and;

WHEREAS, the COMPANY has prior experience in this and/or other related mapping projects and therefore has a complete understanding of the needs and purpose of this utility GIS program and;

WHEREAS, the CLIENT desires to utilize the GIS services of the COMPANY;

NOW HERewith, the COMPANY agrees to execute this program and provide the services as outlined in the attached specifications known as ATTACHMENT A, herein made a part of this agreement.

SECTION ONE- GENERAL PROVISIONS

- I.1 Whenever the term “CLIENT” is used, it shall mean The City of Moberly.
- I.2 Whenever the term “COMPANY” is used, it shall mean SAM, LLC.
- I.3 Whenever the term “GIS” is used, it shall mean Geographic Information System.
- I.4 Whenever the term “ATTACHMENT A” is used, it shall mean the ATTACHMENT A – Scope of Services Document dated June 1, 2021.
- I.5 This contract between The City of Moberly and SAM, LLC. shall be deemed a Missouri contract and shall be governed by the Laws of the State of Missouri. It is specifically understood by the parties that this contract is not a contract with the State of Missouri. The COMPANY shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or any resulting agreement or its rights, title, or interest therein, or its power to execute such agreement, to any other person, COMPANY, or corporation, without the previous written approval of the CLIENT.
- I.6 At the conclusion of this contract or in the event this agreement terminates, all work products of any kind and description shall become the property of the CLIENT.
- I.7 Whenever the term “AGREEMENT”, is used, it shall mean this document and all attachments and addendum and shall constitute the full agreement and complete contract between the parties except as amended according to Section 10.
- I.8 COMPANY agrees to save and hold harmless the CLIENT and its agents, servants, and employees of, and from, any and all liabilities, expenses, causes of action, damages and attorney’s fees resulting, or to result, from any of the COMPANY’s business or operations resulting from any act or omission of the COMPANY’s agents, servants or employees.

- 1.9 COMPANY shall comply with all applicable laws, ordinances, codes, and regulations, including all applicable OSHA regulations, in the performance of this contract. If the COMPANY is contacted by any federal, state, county, or CLIENT agency, or any private agency, regarding any aspect of this AGREEMENT, the COMPANY shall promptly contact the CLIENT and shall not respond to the agency without being expressly authorized by the CLIENT to do so.

SECTION TWO - ADDITIONAL PROVISIONS

- 2.1 The Director of Public Utilities shall designate the employees to be trained on the GIS program. Training provided by the COMPANY shall be sufficient to familiarize the CLIENT'S designated employees to operate and work within the GIS program.
- 2.2 The COMPANY shall, at the request of the CLIENT, prepare and present to the CLIENT, a progress report for each phase of the project.
- 2.3 During the term of this agreement and at all times COMPANY provides services to CLIENT, COMPANY shall have in effect commercial general liability insurance, automobile liability insurance and workers compensation and employers' liability insurance in those amounts set forth on the Certificate of Liability Insurance attached hereto.
- 2.4 COMPANY shall provide to the CLIENT, as Certificate Holder, a current certificate of insurance reflecting those coverage's set forth on the attached certificate that will remain in effect at all times COMPANY provides services to the CLIENT under this AGREEMENT.

SECTION THREE - SCOPE OF SERVICES

- 3.1 COMPANY agrees to perform the Scope of Services outlined in Attachment A of this AGREEMENT. Attachment A is hereby incorporated into this AGREEMENT.

SECTION FOUR - PROSECUTION OF WORK AND COMPLETION

- 4.1 The COMPANY shall commence the work to be performed under ATTACHMENT A of this AGREEMENT after acceptance and project schedule approval by the CLIENT and COMPANY.
- 4.2 The COMPANY shall carry on the GIS Implementation program without interruption and shall make available to the CLIENT all work that has been completed and approved by the CLIENT to be used by the CLIENT during and at the completion of this contract agreement.
- 4.3 Final delivery of all approved items for each phase as identified in ATTACHMENT A shall be made to the CLIENT by the COMPANY within four (6) months from the commencement date defined in the project schedule.
- 4.4 No extension time shall be granted to the COMPANY unless the request for an extension is made in writing fifteen (15) days prior to the expiration date of this contract. The request must be approved by the CLIENT and must be based on one or more of the following:
- 4.4.1 Acts of nature that directly affects the COMPANY's ability to perform.
 - 4.4.2 Acts of government agencies that may affect the COMPANY'S performance.
 - 4.4.3 Circumstances beyond the control of the COMPANY and not due to any negligence on the part of the COMPANY or its employees (fire, floods, emergencies, or delay brought about by others, etc.

SECTION FIVE – FEES FOR SERVICE AND METHOD OF PAYMENT

- 5.1 For the performance of the AGREEMENT by the COMPANY, the CLIENT shall pay the COMPANY the sum of \$50.00 per storm water structure with a not to exceed amount of \$70,000.00 in the current budget year. Fee Schedule will be itemized as follows:
- 5.1.1 Storm Water Network \$50 per structure
- 5.2 CLIENT reserves the right to request additional work and changes where unforeseen conditions require changes and work beyond the scope of services in ATTACHMENT A. Additional work requested by CLIENT or recommended by the COMPANY, that is not part of ATTACHMENT A of the AGREEMENT shall require a supplemental agreement and must be approved by both the CLIENT and COMPANY prior to performing any additional work or changes, or incurring any additional costs therefore.
- 5.3 Any change in compensation shall be covered in the supplement agreement. COMPANY shall not be compensated for additional work beyond ATTACHMENT A when the CLIENT has not given prior written approval to the COMPANY.
- 5.4 All work performed under this AGREEMENT will be invoice by the COMPANY to the CLIENT on a monthly basis throughout the duration of the project. The CLIENT shall remit payment on invoices submitted by the COMPANY within 30 calendar days.
- 5.5 Invoices unpaid after 45 days may be subject to a monthly service charge of 1.5% on the unpaid balance. In the event any portion of an account remains unpaid 120 days after the invoice date, COMPANY may institute collection action and CLIENT shall pay all costs of collection, including reasonable attorney's fees.

SECTION SIX - OWNERSHIP AND DISTRIBUTION OF MATERIAL

- 6.1 Ownership of all data and materials created for the performance of this agreement as identified in ATTACHMENT A involved herein shall belong to the CLIENT.
- 6.2 No copyright of any nature shall be granted to the COMPANY by the CLIENT relative to any material or product resulting from this agreement and GIS Implementation program.
- 6.3 One-Time or subsequent requests for electronic data files and/or web-based GIS access will not be provided or distributed to any third party without the CLIENT'S written consent. COMPANY reserves the right to charge any third party for time and materials associated with preparation and delivery of the CLIENT'S data.

SECTION SEVEN - CLIENT RESPONSIBILITIES

- 7.1 CLIENT will be responsible for public communication to citizens within the project's geographical boundaries. Prior to commencement, CLIENT will provide to the COMPANY with a document signed by an authorized CLIENT agent briefly explaining the project and stating the appropriate contact method for the CLIENT.
- 7.2 CLIENT will responsible for ensuring all desired employees are present for the project kick-off meeting when the COMPANY'S Project Manager comes on-site for the Kick-Off Meeting. It is the CLIENT'S responsibility to communicate to any employees not present at the Kick-Off meeting.
- 7.3 CLIENT will designate the employees who will receive training on the GIS program and will ensure they are present for the one (1) day onsite training session provided by the COMPANY. Additional or Subsequent training requests are considered supplemental services.
- 7.4 CLIENT will be responsible for any and all costs associated with obtaining GIS data from 3rd parties for the purpose of integrating into the GIS program developed by the COMPANY.

- 7.5 CLIENT shall, at the request of the COMPANY, uncover and provide access to features documented in the report provided by the COMPANY within 90 days of notifications by the COMPANY. In the event the CLIENT does not uncover or make accessible those features within 90 days of notification by the COMPANY, the COMPANY reserves the right to treat additional field work as it pertains to the features listed in the report provided by the COMPANY, as supplemental services complying with the guidelines in Section 5 of this agreement. COMPANY reserves the right to adjust the final deliverable date as defined in Section 4 in accordance with any delays on the CLIENT'S part in excess of 90 days.
- 7.6 CLIENT will be responsible for completing and returning draft and check plot maps to the COMPANY within 45 days of receipt. COMPANY reserves the right to adjust the final deliverable date as defined in Section 4 in accordance with any delays on the part of the CLIENT in returning draft and check plot maps to the COMPANY.
- 7.7 CLIENT will be responsible for hardware and software updates and set-up to CLIENT-end personal computers, tablets, and smart phones as COMPANY's maintenance and development responsibilities to the CLIENT only apply to server-end (COMPANY-end) software and systems. CLIENT responsibilities include making necessary web browser updates and general device maintenance to maximize the performance of the CLIENT's web-based GIS program.
- 7.8 CLIENT designates the Director of Public Utilities as the internal staff member who will serve as the main project contact for the COMPANY, oversee and accept the completed work by the COMPANY for the CLIENT as work proceeds and is completed under this AGREEMENT.

SECTION EIGHT – COMPANY PERSONNEL AND RESPONSIBILITIES

- 8.1 The COMPANY shall use competent employees in the performance of this contract. All employees must have sufficient skill and experience to properly perform the work assigned.
- 8.2 COMPANY Employees with the responsibility of carrying out highly technical portions of this contract shall have sufficient education, training or experience in such work to perform it properly and satisfactorily in the manner outlined in these specifications.
- 8.3 It is understood and agreed that all personnel, except as provided elsewhere in this agreement, shall be employees of the COMPANY. It is understood and agreed that the CLIENT may require the COMPANY to remove from the project any person the CLIENT considers being incompetent or negligent in the performance of his or her duties or who is guilty of misconduct, and such person shall not be re-employed on the project.
- 8.4 The COMPANY assigns Ethan Herbek, as the project manager for this project. The project manager will administer the scope of services as defined in ATTACHMENT A, schedule the installation of the GIS for the CLIENT, confirm that the utility GIS mapping system is operational, and provide onsite training.

SECTION NINE - TERMINATION OF CONTRACT

- 9.1 If, for any reason, the COMPANY shall fail to fulfill its obligation in a timely and proper manner under this contract, or, if the COMPANY shall violate any of the covenants, agreements, or stipulations of this contract, or, if a petition in bankruptcy or for reorganization under the Bankruptcy Code is filed by or against the COMPANY, or an order is entered adjudicating the COMPANY bankrupt or insolvent, or a trustee, receiver or custodian is appointed for the COMPANY, or an assignment for the benefit of creditors of the COMPANY is made, the CLIENT shall thereupon have the right to terminate this agreement on ten (10) days written notice by the CLIENT.

SECTION TEN - CONTRACT AMENDMENTS OR ADDITIONS

- 10.1 No amendments or additions shall be made to these technical specifications without a written and signed agreement by both the CLIENT and the principal or principals of the COMPANY under this AGREEMENT.
- 10.2 Matt Sorensen and Kirk Larson are the appointed individuals with the COMPANY that have the authority to make amendments or additions to the AGREEMENT.
- 10.3 The Director of Public Utilities will oversee and accept the completed work by the COMPANY for the CLIENT as work proceeds under this AGREEMENT.

SAM, LLC. AND MOBERLY, MISSOURI PROFESSIONAL SERVICE AGREEMENT

This **AGREEMENT** is approved and accepted by the **CLIENT** and **COMPANY** upon both parties signing and dating the **AGREEMENT**. The effective date of the **AGREEMENT** shall be the last date entered below.

THE CITY OF MOBERLY, MISSOURI

APPROVED BY: _____

Printed/Typed Name: _____

Title: _____ Date: _____

Attest: _____

SAM, LLC.

APPROVED BY: _____

Printed/Typed Name: _____ Kirk Larson

Title: Director of GIS Operations Date: June 3, 2021

June 3, 2021



SAM, LLC Proposal

June 1, 2021

SUBMITTED TO:
Moberly, Missouri

PROPOSAL FOR:
Utility GIS Mapping & Data Collection

Proposal Contact: Ethan Herbek
Office: 660.562.0050 | Direct: 660.215.7110 | ethan.herbek@sam.biz

SAM, LLC

www.sam.biz | 501 North Market | Maryville, MO 64468

Office: 660.562.0050 | Fax: 660.582.7173



June 1, 2021

Mary West-Calcagno
Director of Public Utilities
101 W. Reed Street
Moberly, MO 65270

Dear Mary,

Surveying And Mapping, LLC (SAM), formerly known as Midland GIS Solutions, respectfully submits this proposal to the City of Moberly to provide professional GPS and GIS mapping services. SAM is ready to assist in your efforts to locate and map the city's storm water utilities for integration into the existing GIS program in order to better prepare the city for future infrastructure project and operational tools in utility maintenance.

The following characteristics make SAM uniquely capable of overseeing this project for Moberly:

- SAM offers complete utility asset management solutions, from accurate GPS collection and GIS mapping, to web-based solutions with editing capabilities for easy, efficient maintenance.
- SAM has provided GPS and GIS services to over 250 cities and utilities in the Midwest. Our dedicated field staff has GPS located more than a million utility assets for seamless GIS integration for use in utility maintenance, daily workflow management and engineering models.
- SAM will dedicate an experienced project team of GPS Field Staff, GIS Technicians, GIS Specialists and Analysts, Programmers, Professional Land Surveyors and ArcGIS Server developers to ensure project efficiency and overall product quality.
- Kirk Larson, Director of GIS Operations, will manage and oversee your GIS project, which ensures open and complete communication throughout project development and implementation.

Thank you for the opportunity to present our company for this opportunity. Our team of professionals has the experience and capabilities to make your GIS program a success.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Ethan Herbek".

Ethan Herbek
Field Operations Manager

SAM COMPANIES

501 North Market / Maryville, MO 64468
660-562-0050 Office

sam.biz

Project Kick-off

SAM will provide an on-site kick-off meeting and geodatabase design workshop with the City of Moberly to start the project. The kick-off meeting is essential to developing open communication with the client and will help establish the guidelines and procedures of SAM for coordinating the project. The following important topics will be discussed and determined at the kick-off meeting:

COLLECT EXISTING DATA

SAM will acquire copies of existing and available mapping records, such as relevant GIS data, AutoCAD drawings, hard-copy utility maps, as-built information and historical utility drawings for use as reference during the project. All hard-copy maps will be scanned and returned to the city in a timely manner.

SAFETY AND PROCEDURES

SAM will review safety and field procedures during the kick-off meeting to ensure the safety of field staff, city staff and the citizens of Moberly throughout the data collection phase of the project. SAM follows a strict safety and procedures manual and requires all SAM employees to attend internal quarterly safety meetings to review procedures and concerns.

At all times, field staff will be wearing the required Class II traffic safety vests and all field vehicles will be clearly marked with company information and have the required safety lights for operation while in public right-of-way. GPS field personnel have acquired OSHA training and certification for "Traffic Control for Field Engineering & Surveyors" and "Confined Spaces". Proper traffic control signage will be utilized when necessary while operating in public right-of-way. If required, due to traffic concerns, SAM will operate during non-peak hours to obtain field locates and inspections. If SAM staff has concerns about their safety, the appropriate city staff or local law enforcement will be contacted.



PROJECT TIMELINE AND MILESTONES

SAM will review and discuss the anticipated project timeline and milestones with the City of Moberly during the kick-off meeting. Any level of responsibility required of the city (i.e. providing existing data, pre-locating utilities, etc.) will be discussed and taken into consideration when finalizing the overall project timeline. Internal and external cost controls, along with any modifications to the proposed project schedule at the request of the city will be discussed during the kick-off meeting.

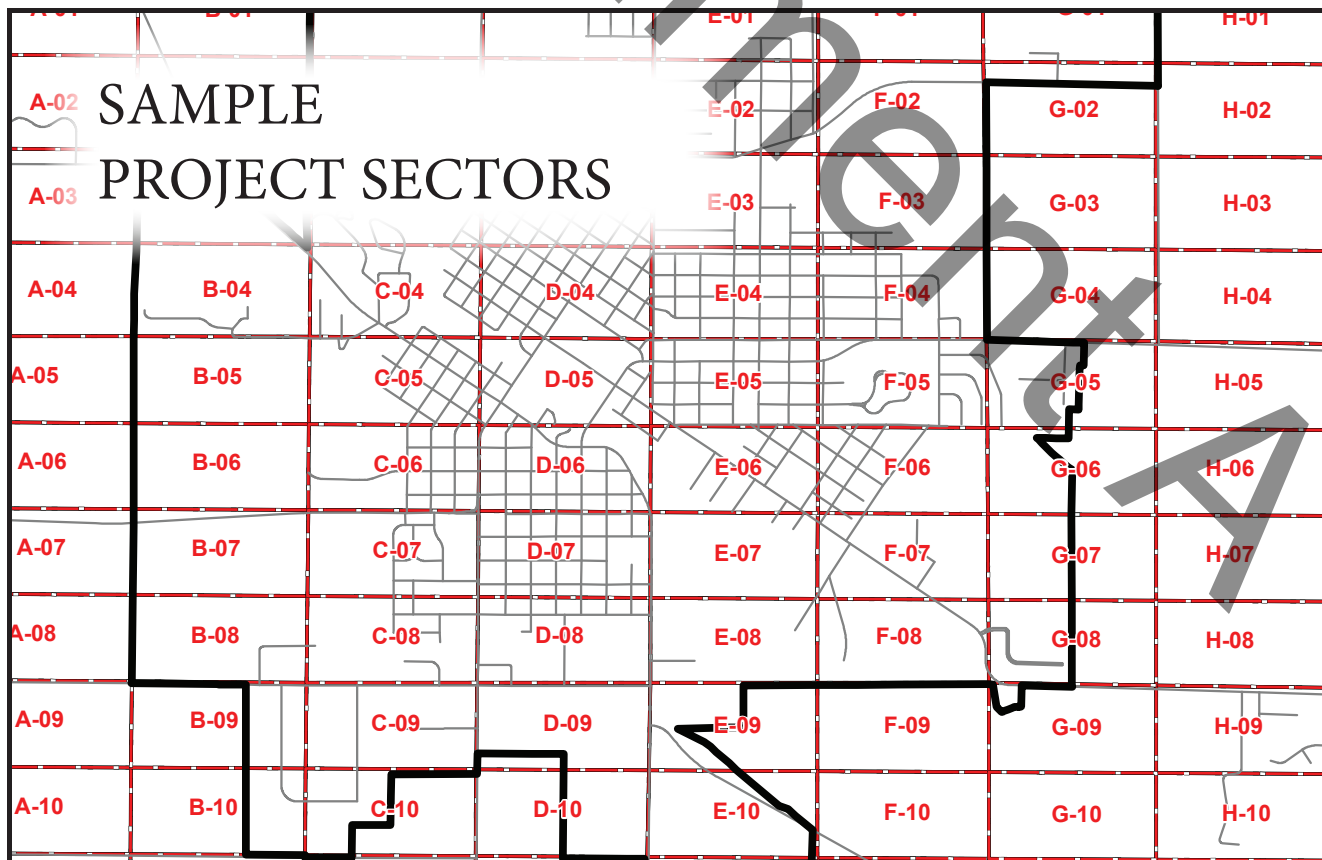
WORK SECTOR DEFINITION

SAM will work with city staff to define a grid and identify work sectors for the entire project area. The creation of these work sectors serves two very distinct and important roles during the project. First, the project sectors will be utilized by SAM field staff as a quality control measure. Field staff will work within each sector and complete all locates and inspections required prior to moving on the next sector. This allows for an efficient method of data collection and translates into cost savings and overall project quality.

Another benefit of working within project sectors is to provide city staff with an effective method to track progress and know exactly what part of the city SAM field staff is working in. The work sectors also facilitate preplanning during morning meetings for traffic control, city staff assistance and project reports to Moberly.

PUBLIC NOTIFICATION

SAM will work with city staff to ensure proper citizen notification. It has been our experience on similar projects that informing citizens about the field work will help to alleviate any concerns local residents may have. Notifications at City Hall, utility billing offices and the local newspaper or public access channel (if available) is highly recommended. SAM field staff will carry an informational letter on letterhead from the City of Moberly describing the project and the proper contact information in the event there are concerns from the public. It is also recommended that local law enforcement be notified about the project and that SAM field staff will be working in the area.



GEODATABASE DESIGN WORKSHOP

The most critical aspect of developing a functional GIS program is the development of the geodatabase. A geodatabase is a logical single-file format for organizing spatial data and corresponding datasets.

When creating the overall design of the geodatabase for Moberly, SAM will take into consideration the best model and structure to meet the needs of the city. The geodatabase will also be based on previous models from SAM, the published Esri utility model and future GIS needs, as identified by Moberly. Developing an accurate and functional geodatabase will enable users to:

- Store all GIS-related data in a centralized location
- Apply rules and relationships to the data
- Create a consistent and accurate database of spatial data
- Define relationship classes and topological enforcement rules
- Work in an environment that supports multi-user access and editing

Custom domains (pre-defined menus) will be built for each layer during the geodatabase design. These domains will be added to the custom field inspection application from SAM to ensure that field staff will collect clean and consistent data throughout the utility project. These domains will also be utilized by city staff for future management of the geodatabase to help simplify the editing and data management processes.

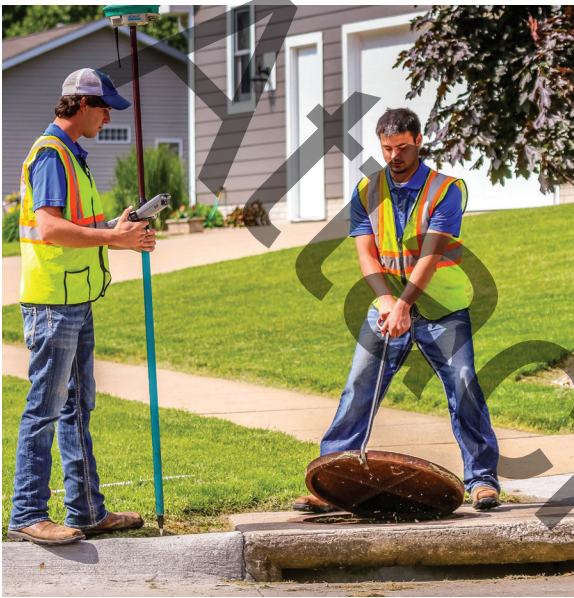
The upfront design process by SAM enables field personnel to collect data in a rule-based environment. This minimizes field coding errors by predefining attribute tables used in the field and maintains consistency in the data collection process.

Geodatabase Design



GPS Data Collection

SAM routinely utilizes Real-Time Kinematic (RTK) survey-grade and mapping-grade GPS technologies to locate utility infrastructure. RTK survey-grade technology is utilized for locating utility assets associated with sanitary sewer, storm water, gas and water features, resulting in centimeter-level accuracy (+/- 2 centimeters) and accurate elevations for sanitary sewer and storm water. Mapping-grade GPS equipment is utilized for locating electric and fiber utility infrastructure and provides decimeter-level accuracy (+/- 4 inches).



For this project, SAM will utilize RTK survey-grade GPS methods to locate the city's storm water utility networks contained in the defined project limits. GPS surveys will be referenced to the Missouri State Plane Coordinate System to allow for direct insertion into the GIS program developed for Moberly. Horizontal (x,y) and vertical (z) coordinates will be obtained in the field for all utility features. Captured features through GPS surveys will include all features designated by Moberly during the planning phase of the project.

After thorough investigation by SAM field staff, a report containing all utility features to be located that were not found, or determined to be inaccessible, will be submitted to the City of Moberly. SAM will work with city staff to locate utility features during the clean-up phase of the project. This will allow SAM to collect features in a quicker and more efficient manner, translating into cost savings for Moberly and minimizing the impact on city staff.

DATA CONSISTENCY

SAM will employ our customized data collection field application that has been successfully used on other similar projects. All field data will be predefined for field staff to ensure accurate and consistent attribute collection. Field staff will run the custom application on the GPS controller unit to allow for quick and easy identification and navigation of the utility features.

DATA SECURITY & BACK UP

SAM will download and process the GPS field data for insertion into the project geodatabase. All data will be downloaded, transferred and backed up nightly via the internet to the SAM GIS office in Maryville, MO.

Every safeguard has been implemented to ensure that hardware or software failure does not interfere or risk our accurate data collection efforts in the field.



GPS REDUNDANCY CHECK

SAM will GPS locate five (5) percent of the features previously shot during the project. This process is part of the SAM standard field protocol and will be employed during the Moberly project. SAM will compile and process the results against the original dataset and verify the required accuracy tolerance is being met.

Storm Water Network GPS Data Collection

Horizontal (x,y) coordinates and vertical (z) elevations will be obtained in the field for the storm water facilities. Aboveground utility features will be collected at sub-centimeter horizontal and vertical accuracies.

STORM WATER STRUCTURES TO BE LOCATED:

- Manholes
- Boxes
- Inlets
- Outfalls
- Junctions

Inlets that are inaccessible by GPS due to tree cover or satellite visibility will be noted and shot utilizing traditional survey methods. All data will be coded in reference to method of collection.

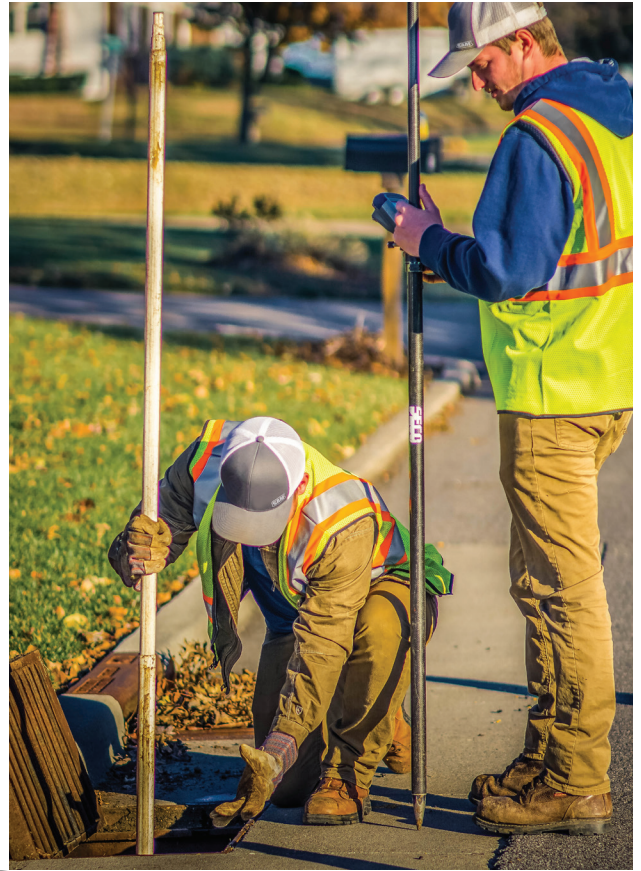
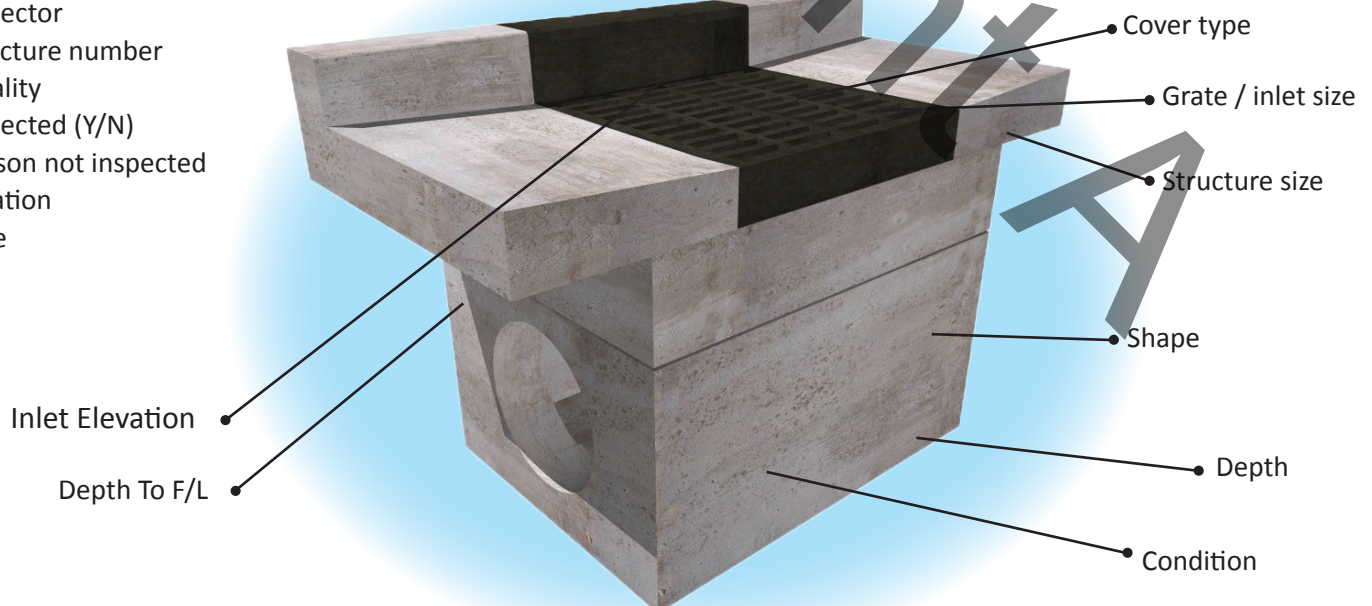
STORM WATER FIELD ATTRIBUTE COLLECTION

SAM will collect the storm water attribute data during this phase of the project. Any storm water structures that require further assistance in opening or gathering attribute data will be noted and SAM will work with city staff to gain access to the identified storm water structures.

The storm water features to be collected will be defined in preliminary meetings with the city. Storm water features will be opened, inspected and attribute data will be collected. Attribute features to be collected will correlate with the required attribute fields to allow for seamless integration with the Esri ArcGIS software.

STORM WATER ATTRIBUTES TO BE COLLECTED INCLUDE:

- Date
- Inspector
- Structure number
- Locality
- Inspected (Y/N)
- Reason not inspected
- Location
- Type



An essential step in the process of implementing a utility GIS program is integrating field data into a GIS mapping program and properly drawing the utility system to show network connectivity and a high-level overview of the city's infrastructure. SAM specializes in this "field to finish" approach for utility network development.

MAP AND DATA DEVELOPMENT

Storm water line segments will be created utilizing custom, in-house editing tools developed by the SAM development team. These tools will incorporate inspection data collected by field staff and will auto-generate storm water line segments illustrating flow direction, slope and exact length measurements. Quality assurance warnings have been built into these tools to verify positive slopes and to check for inconsistencies with pipe material and diameter.

The completion of all data collected and mapped by SAM personnel will not be final until approved by the City of Moberly. SAM's standard QA/QC process will provide appropriate communication and collaboration between the city and SAM to achieve accurate finalized data that the city can rely on.



After the staff at the City of Moberly has reviewed and approved all GPS located and attributed data, SAM will present a full set of deliverables to the city. All collected and mapped storm water data will be uploaded into the city's geodatabase and also integrated into the city's Integrity GIS website. The following deliverables will be provided:

- Esri ArcGIS Geodatabase containing datasets for storm water utility features.
- Esri map documents (.mxd)
 - 11x17 truck book map documents
 - 36x36 100-scale map documents
- Two (2) sets of bound 11x17 truck books
- One (1) full system wall map

GPS DATA COLLECTION & GIS DEVELOPMENT

Storm Water Utility Network

\$50.00 / structure

Not-to-exceed fiscal year budget of \$70,000.00*

City of Moberly

City Council Agenda Summary

Agenda Number: WS #3.

Department: Public Utilities

Date: June 7, 2021

Agenda Item: A Discussion Regarding Authorization to Engage Jacob's Engineering for Professional Engineering Services for a study to evaluate property north of Silva Lane for gravity sewer service

Summary: Jacob's Engineering will evaluate property north of Silva Lane for potential gravity sewer service. Jacob's will also develop a conceptual level layout of potable water mains that will serve the development as well as an interconnection between the water main on N. Morely and the water main at Silva Lane & US 63. Estimated cost of study is \$7,944.00.

Recommended Action: Direct Staff to develop a resolution for adoption at the next regular Council meeting authorizing the City Manager to approve the work.

Fund Name: Wastewater Treatment Department

Account Number: 304.000.5408

Available Budget \$: 19,345.00

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 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 _____

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Davis** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

Stifel Tower
501 North Broadway
St. Louis, Missouri 63102
United States
T +1.314.335.4000
F +1.314.335.5104
F +1.314.335.5141
www.jacobs.com

June 2, 2021

Mary West-Calcano
Director of Utilities
City of Moberly
101 West Reed Street
Moberly, MO 65270

Subject: Silva Lane Water and Sewer

Dear Mary:

Jacobs Engineering Group, Inc. (Jacobs) is pleased to present our proposal to provide the City of Moberly (City) with Professional Engineering Services for a study to evaluate how much of the property north of Silva Lane and east of N. Morley St. can be served by gravity sewer. Jacobs will also develop a conceptual level layout of potable water mains that will serve the development as well as an interconnection between the water main on N. Morley and the water main at Silva Lane & US 63. Conceptual level Opinion of Probably Construction Cost (OPCC's) will be developed for the sewer and water systems. Below is a list of tasks that will be undertaken as part of this study and assumptions:

Sewers:

1. Jacobs will utilize Moberly GIS (contours, property information, sewer information) and available as-built drawings to estimate how much of the property in question can be served by gravity sewers originating from a manhole just upstream of the Morley PS.
2. It is anticipated that the gravity sewer will generally follow the ditch that bisects the City's property on N. Morley and the property in question.
3. Jacobs will extend the gravity sewer into the study area along the ditch until the sewer has 4' of cover. 4' of cover is considered the minimum depth that homes/businesses without basements can be served by a gravity sewer.
4. Jacobs will evaluate whether or not the cemetery's visitor center can be equipped with a small private grinder PS that would pump into the private grinder PS that serves the City's maintenance facility. Jacobs will also evaluate whether or not the cemetery's visitor center can be served by the City's grinder PS by gravity sewer/lateral.
5. Jacobs will develop a conceptual level OPCC for the proposed collection system.

Assumptions:

1. City to provide as-built information for their grinder PS including pump curves, wet well size, incoming pipe elevation, top elevation, etc.

June 2, 2021

Subject: Silva Lane Water and Sewer

Water:

1. Jacobs will utilize Moberly GIS (contours, property information, sewer information) and available as-built drawings to develop a conceptual design to serve the property in question with potable water and provide an interconnection from the N. Morley water main to the water main that crosses under US 63.
2. Jacobs will use the preliminary Silva Ln. extension plat/alignment provided by the City to route the interconnection.
3. Jacobs will develop a conceptual level OPCC.

Assumptions:

1. City to provide a concept for possible develop options for the other undeveloped parcels so that Jacobs can layout the potable water system.
2. City to provide water main sizing for the areas to be developed.
3. City to provide a sketch or drawings of the valving and pipe configuration of the existing water mains at Silva Ln. and US 63.

FEE PROPOSAL

Our proposed fee the work described herein is a lump sum cost of \$7,944. This fee includes only those services outlined in our proposal. Additional services can be provided if requested by the City.

SCHEDULE

If the City agrees with this approach, we will complete the memo within 60 days after acceptance.

ASSUMPTIONS / CLARIFICATIONS:

This proposal is based on the following assumptions and clarifications:

1. Results will be presented in a brief memorandum outlining the findings and the basis for the OPCC along with the layout drawings.
2. The lump sum amount in this proposal will be transferred over from the remaining funds in the Project Emerald Booster Pump Station project.

Original Lump Sum Contract – Project Emerald Booster Pump Station	\$65,500
Jacobs Cost – Plumrose Booster Pump Station	\$5,240
Downtown Storage Preliminary Engineering	\$25,465
MCC Lagoon Review	\$7,506
Silva Sewer Evaluation	\$7,944
Remaining funds	\$19,345



June 2, 2021
Subject: Silva Lane Water and Sewer

This work will be performed under the Project Emerald Booster Pump Station Task Order as part of the Master Services Agreement dated October 5, 2021. If you have any questions, please let me know.

Thank you for the opportunity to continue our long standing support of the City.

Very truly yours,

Tobin Lichti
Project Manager
314.422.3336
Tobin.Lichti@Jacobs.com

Authorization to Proceed:

City of Moberly

By _____

Title _____

Date _____

Jacobs Engineering Group, Inc.

By _____

Title _____

Date _____

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #4.

Department: City Manager

Date: June 7, 2021

Agenda Item: An Ordinance Approving a Second First Amendment to Purchase Option Agreement; and Providing Further Authority.

Summary: In March of 2020 the City of Moberly as “Purchaser” and MLB Investments, L.L.C. as “Seller” entered into a certain Purchase Option Agreement (the “Original Option”) by which the City obtained the option to purchase a portion of real property known and numbered as 208 West Reed Street (the “Optioned Property”) for use as part of a proposed downtown hotel/hospitality venue. The Original Option was schedule to expire on November 2020 but under a First Amendment to Purchase Option Agreement was extended to expire on June 30, 2021. Although the hotel development originally proposed and the accompanying Development Agreement has been terminated, the Council is considering a second, scaled down hotel development for the original site with a new development company and has approved an expenditure of funds to prepare a feasibility study for the downtown development which will set the terms for the newly proposed hotel development. The Optioned Property remains integral to the newly proposed development. However, to allow time for completion of the feasibility study, the term of the Original Option must be further extended. MLB Investments, L.L.C. has agreed to extend the term of the Original Option for a period of 90 days with a new term expiring on September 30, 2021. This arrangement has been memorialized in a Second Amendment to Purchase Option Agreement in the form attached as Exhibit A to the above referenced Ordinance (the “Second Amendment”). The Ordinance approves the Second Amendment and authorizes the execution and delivery of the Second Amendment on behalf of the City and additionally authorizes such further actions as may be necessary or convenient to carry out and satisfy the City’s obligations under the Second Amendment.

Recommended

Action: Direct staff to bring to the June 21 Council meeting for final approval.

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey**

Council Member

M___ S___ **Brubaker**

M___ S___ **Kimmons**

M___ S___ **Davis**

M___ S___ **Kyser**

Passed Failed

BILL NO. _____

ORDINANCE NO: _____

AN ORDINANCE APPROVING A SECOND AMENDMENT TO PURCHASE OPTION; AND PROVIDING FURTHER AUTHORITY.

WHEREAS, the City of Moberly (the “**City**”) as “Purchaser” and MLB Investments, L.L.C. (“**MLB**”) as “Seller have entered into a certain Purchase Option Agreement dated as of March 2nd, 2020 (the “**Original Option**”) as amended by that certain First Amendment to Purchase Option Agreement dated as of November 16, 2020 (the “**First Amendment**” and, together with the Original Option, the “**Amended Option**”) which grant to the City an option to purchase certain real property depicted and generally described on Exhibit A to the Original Option and known and numbered as a portion of 208 West Reed Street, Moberly, Missouri (the “**Optioned Property**”); and

WHEREAS, the First Amendment among other things, extended the term of the Original Option to June 30, 2021 and the City now wishes to further extend the period for exercise of the Option and MLB is willing to extend the period for exercise of the Option as requested extension upon the terms and conditions set forth in a Second Amendment to Purchase Option Agreement in the form of Exhibit A, attached to and incorporated by reference in this Ordinance (the “**Second Amendment**”);

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

SECTION 1. The Second Amendment in the form of Exhibit A is hereby approved and the Mayor is hereby authorized to execute and deliver the Second Amendment on behalf of the City.

SECTION 2. The Mayor, City Manager, City Clerk, and applicable City staff are hereby authorized to take such further actions as may be necessary or convenient to carry out and satisfy

the City's obligations under the Second Amendment.

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

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

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri on this 7th day of June 2021.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk

EXHIBIT A

SECOND AMENDMENT TO PURCHASE OPTION AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE OPTION AGREEMENT (this “*Second Amendment*”), is made and entered into this _____ day of _____, 2021 to that certain Purchase Option Agreement dated as of March 2nd, 2020 (the “*Original Option*”) as amended by that certain First Amendment to Purchase Option Agreement dated as of November 16, 2020 (the “*First Amendment*” and, together with the Original Option, the “*Amended Option*”) by and between the CITY OF MOBERLY, a city of the third classification and Missouri municipal corporation, having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (“*Purchaser*”); and MGB INVESTMENTS, L.L.C., a Missouri limited liability company, having a principal office at 1415 Riley Industrial Drive, Moberly, Missouri 65270 (“*Seller*” and together with Purchaser, the “*Parties*”). *Capitalized terms used and not defined in this Second Amendment shall have the meanings respectively ascribed to them in the Original Option.*

RECITALS

A. Seller is the owner in fee of approximately 8,700 square feet of improved property located in the downtown area of the City of Moberly, Missouri, consisting of the real property depicted and legally described on Exhibit A to the Original Option and known and numbered as a portion of 208 West Reed Street, Moberly, Missouri (the “*Optioned Property*”).

B. The Parties have previously entered into the Original Option by which Seller granted and Purchaser accepted an option to purchase the Optioned Property for the purpose of revitalizing the Optioned Property as part of a hotel/hospitality venue and the First Amendment which, among other things, extended the term of the Original Option to June 30, 2021.

C. Purchaser now wishes to further extend the period for exercise of the Option and Seller is willing to extend the period for exercise of the Option as requested and, accordingly, the Parties wish to enter into this Second Amendment to provide the requested extension on the following terms and conditions.

AGREEMENT

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

1. The Amended Option is hereby further amended by deleting from **Section 1** thereof the following phrase: “terminating at 12:00 midnight on June 30, 2021 (the “*Termination Date*,” the period from the Commencement Date to the Termination Date, inclusive, is hereinafter referred to as the “*Term of the Option*”)” and by substituting therefor in that place the following phrase: “terminating at 12:00 midnight on September 30, 2021 (the “*Termination Date*,” the period from

the Commencement Date to the Termination Date, inclusive, is hereinafter referred to as the “***Term of the Option***”).

2. The Parties further acknowledge and agree that those portions of the Amended Option not specifically amended by this Second Amendment shall remain unchanged and in full force and effect, and the same are hereby ratified and confirmed.

3. Following full execution of this Amendment, Purchaser shall provide to Seller the sum of Ten Dollars and no cents (\$10.00) as payment in full for the extension of the Term of the Option as provided in paragraph 1 of this Second Amendment.

4. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The transmission of a facsimile or electronic copy of a signed counterpart of this Second Amendment shall have the same binding effect as the delivery of an ink-signed original counterpart.

IN WITNESS WHEREOF, Purchaser and Seller have each caused this Second Amendment to be executed in their respective names as of the date first above written.

CITY OF MOBERLY
 (“***Purchaser***”)

By: _____
 Jerry Jeffrey, Mayor

ATTEST:

 Shannon Hance, City Clerk

MGB INVESTMENTS, L.L.C.
 (“***Seller***”)

By: _____
 Matthew G. Brownfield
 Its: Sole Member

ATTEST:

 Printed name: _____

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 duly elected Mayor of the City of Moberly, a political subdivision of the State of Missouri and that the seal affixed to the foregoing instrument is the official seal of said City, and that the foregoing instrument was signed and sealed in behalf of said City by authority of its City Council and said officer 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)

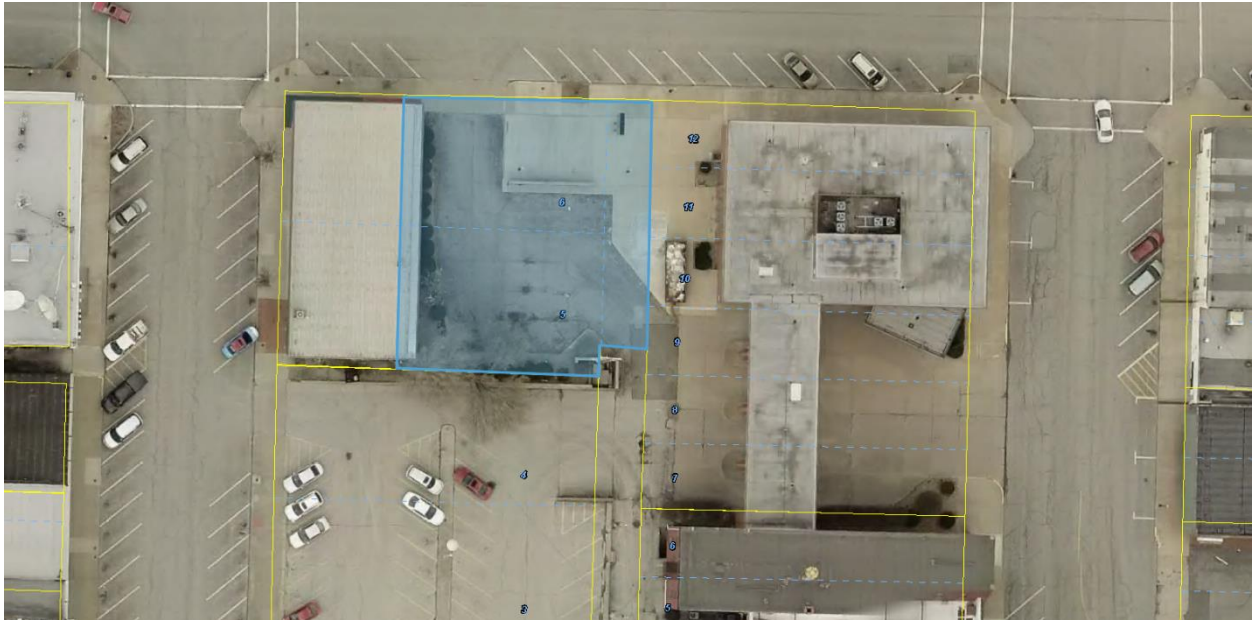
On this ____ day of _____, 2021 before me appeared Matthew G. Brownfield, to me personally known, who being by me duly sworn, did say that he is the sole Member of MGB Investments, L.L.C., a Missouri limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company and said person acknowledged said instrument to be the free act and deed of said limited liability 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.

 Notary Public

My commission expires:

Initial Legal Description of Optioned Property



Part of Lots 5 and 6, Block 1, Williams First Addition to Moberly, Randolph County, Missouri, described as follows: Commence at the Northeast corner of Lot 6, run West along the North line of Lot 6 for a distance of 55 feet; thence South 90 feet, more or less, to an alley; then East along the North side of such alley for a distance of 55 feet, more or less, to an alley running North and South; and then North along the East end of Lots 5 and 6 of a distance of 90 feet, more or less, to the point of beginning.

Beginning 44 feet East of the Northwest corner of Block One (1) of Williams First Addition to Moberly, Missouri, and run East along the line of Lot 6 in said Block, 22 feet, thence South 90 feet, thence West 22 feet, thence North 90 feet to the place of beginning, being 22 feet on West Reed Street, and being a part of Lot 5 and 6 in Block 1 of Williams First Addition to Moberly, Randolph County, Missouri.

Also, a 10 foot x 90 foot strip of land being a vacated alley described as: Begin at the Northeast corner of Lot 6, Block 1 of Williams First Addition to the City of Moberly, Missouri, thence East 10 feet, thence South 90 feet, thence West 10 feet, thence North 90 feet to the beginning.

Also, the South 10 feet of the East 77 feet of Lot 5 of Block 1 of Williams First Addition to the City of Moberly, Missouri being a vacated alley.

provided that, the area comprising the Optioned Property shall be subject to adjustment and confirmation by the Survey, which shall be dispositive all as provided in Section 1 of the Original Option.

SECOND AMENDMENT TO PURCHASE OPTION AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE OPTION AGREEMENT (this “*Second Amendment*”), is made and entered into this _____ day of _____, 2021 to that certain Purchase Option Agreement dated as of March 2nd, 2020 (the “*Original Option*”) as amended by that certain First Amendment to Purchase Option Agreement dated as of November 16, 2020 (the “*First Amendment*” and, together with the Original Option, the “*Amended Option*”) by and between the CITY OF MOBERLY, a city of the third classification and Missouri municipal corporation, having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (“*Purchaser*”); and MGB INVESTMENTS, L.L.C., a Missouri limited liability company, having a principal office at 1415 Riley Industrial Drive, Moberly, Missouri 65270 (“*Seller*” and together with Purchaser, the “*Parties*”). *Capitalized terms used and not defined in this Second Amendment shall have the meanings respectively ascribed to them in the Original Option.*

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B. The Parties have previously entered into the Original Option by which Seller granted and Purchaser accepted an option to purchase the Optioned Property for the purpose of revitalizing the Optioned Property as part of a hotel/hospitality venue and the First Amendment which, among other things, extended the term of the Original Option to June 30, 2021.

C. Purchaser now wishes to further extend the period for exercise of the Option and Seller is willing to extend the period for exercise of the Option as requested and, accordingly, the Parties wish to enter into this Second Amendment to provide the requested extension on the following terms and conditions.

AGREEMENT

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CITY OF MOBERLY
 (“*Purchaser*”)

By: _____
 Jerry Jeffrey, Mayor

ATTEST:

 Shannon Hance, City Clerk

MGB INVESTMENTS, L.L.C.
 (“*Seller*”)

By: _____
 Matthew G. Brownfield
 Its: Sole Member

ATTEST:

 Printed name: _____

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 duly elected Mayor of the City of Moberly, a political subdivision of the State of Missouri and that the seal affixed to the foregoing instrument is the official seal of said City, and that the foregoing instrument was signed and sealed in behalf of said City by authority of its City Council and said officer 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)

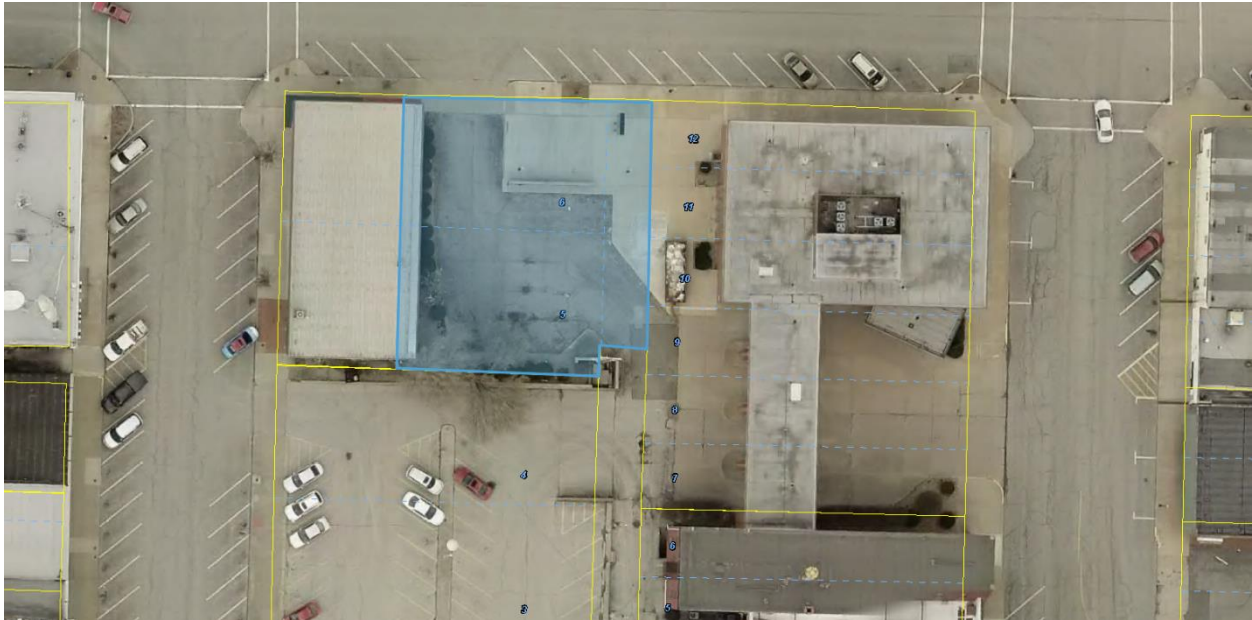
On this ____ day of _____, 2021 before me appeared Matthew G. Brownfield, to me personally known, who being by me duly sworn, did say that he is the sole Member of MGB Investments, L.L.C., a Missouri limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company and said person acknowledged said instrument to be the free act and deed of said limited liability company.

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 Notary Public

My commission expires:

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Beginning 44 feet East of the Northwest corner of Block One (1) of Williams First Addition to Moberly, Missouri, and run East along the line of Lot 6 in said Block, 22 feet, thence South 90 feet, thence West 22 feet, thence North 90 feet to the place of beginning, being 22 feet on West Reed Street, and being a part of Lot 5 and 6 in Block 1 of Williams First Addition to Moberly, Randolph County, Missouri.

Also, a 10 foot x 90 foot strip of land being a vacated alley described as: Begin at the Northeast corner of Lot 6, Block 1 of Williams First Addition to the City of Moberly, Missouri, thence East 10 feet, thence South 90 feet, thence West 10 feet, thence North 90 feet to the beginning.

Also, the South 10 feet of the East 77 feet of Lot 5 of Block 1 of Williams First Addition to the City of Moberly, Missouri being a vacated alley.

provided that, the area comprising the Optioned Property shall be subject to adjustment and confirmation by the Survey, which shall be dispositive all as provided in Section 1 of the Original Option.

Statement

Date: April 22, 2021 To: Mr. Brian Crane City of Moberly 101 W. Reed Street Moberly, MO 65270	Town & Country Abstract Co. Inc. Brad Goessling, President 541 W. Coates, PO Box 177 Moberly, MO 65270 660-263-0425 Fax 660-263-1226 brad@townandcountryabstract.com
---	--

<u>Real Estate</u>	
East 77 feet of Lots 5 & 6, Block 1, William's 1 st Addition and the adjacent vacated alleys W. Reed Street, Moberly O & E Report	 \$100.00
Owners: MGB Investments, L.L.C.	
Total	\$100.00

TOWN & COUNTRY ABSTRACT CO., INC.

541 West Coates Suite 101
Moberly, Missouri 65270
Phone 660-263-0425 Fax 660-263-1226
Email brad@townandcountryabstract.com

April 22, 2021

Mr. Brian Crane
City of Moberly
101 W. Reed Street
Moberly, MO 65270

Dear Mr. Crane,

As you requested, we searched the records of Randolph County, Missouri, pertaining to: **(See attached Exhibit A)**. Our search covered the period June 19, 2014, through April 12, 2021, and disclosed the following:

TITLE: Title was vested in **MGB Investments, L.L.C.** by Warranty Deed recorded June 19, 2014, in Book 816 at page 791.

MORTGAGES: Future Advance Deed of Trust executed by MGB Investments LLC, a Missouri limited liability company, to Mark Ramsey, Trustee for County Bank, dated December 21, 2020, recorded in Randolph County, Missouri, on December 31, 2020, in Book 925 at page 3042, to secure a note not to exceed \$300,000.00.

MECHANICS' LIENS: None of record.

JUDGMENTS: None of record against MGB Investments LLC.

TAX LIENS: None of record against MGB Investments LLC.

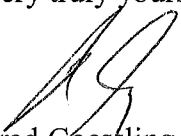
REQUESTS FOR NOTICE OF SALE: None of record.

SPECIAL ASSESSMENTS: None of record.

TAXES: Taxes were paid for the year 2020 and prior. 2020 taxes were \$3,537.20.
PART OF Parcel #10-1.0-01.0-2.0-004-048.000

Liability for this Ownership & Encumbrance Report is limited to the price paid the Company for this Report and that maximum liability is limited to the customer who placed the order with us.

Very truly yours,



Brad Goessling

Exhibit A

Part of Lots 5 and 6, Block 1, Williams First Addition to Moberly, Randolph County, Missouri, described as follows: Commence at the Northeast corner of Lot 6, run West along the North line of Lot 6 for a distance of 55 feet; thence South 90 feet, more or less, to an alley; then East along the North side of such alley for a distance of 55 feet, more or less, to an alley running North and South; and then North along the East end of Lots 5 and 6 for a distance of 90 feet, more or less, to the point of beginning.

Beginning 44 feet East of the Northwest corner of Block One (1) of Williams First Addition to Moberly, Missouri, and run East along the line of Lot 6 in said Block, 22 feet, thence South 90 feet, thence West 22 feet, thence North 90 feet to the place of beginning, being 22 feet on West Reed Street, and being a part of Lots 5 and 6 in Block 1 of Williams First Addition to Moberly, Randolph County, Missouri.

ALSO, a 10 foot x 90 foot strip of land being a vacated alley described as: Begin at the Northeast corner of Lot 6, Block 1 of Williams First Addition to the City of Moberly, Missouri, thence East 10 feet, thence South 90 feet, thence West 10 feet, thence North 90 feet to the point of beginning.

ALSO, the South 10 feet of the East 77 feet of Lot 5 of Block 1 of Williams First Addition to the City of Moberly, Missouri, being a vacated alley.

ALSO a 10 foot x 90 foot strip of a land being a vacated alley described as: Begin at the Northeast corner of Block 7, thence West 120 feet to point of beginning, thence West 10 feet, thence South 90 feet, thence East 10 feet, thence North 90 feet to point of beginning.

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Recorded in Randolph County, Missouri



Recording Date/Time: 06/19/2014 at 12:17:18 PM

Instr #: 20141733

Book: 816 Page: 791

Type: WD

Pages: 6

Fee: \$39.00 8



SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Title of Document: Special Warranty Deed with Restriction

Date of Document: June 10, 2014

Grantor: Commerce Bank

Address: 8000 Forsyth Blvd, Suite 1300
Clayton, Missouri 63105

Grantee: MGB Investments L.L.C.

Address: P.O. Box 386
Moberly, MO 65270

Legal Description: See Exhibit A attached hereto

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached instrument. In the event of a conflict between the provisions of the attached instrument and the provisions of this cover page, the attached instrument shall prevail and control.

12

SPECIAL WARRANTY DEED WITH RESTRICTION

This 10th day of June, 2014, COMMERCE BANK, a Missouri bank and trust company ("Grantor"), whose address is 8000 Forsyth, Suite 1300, Clayton, MO 63105 for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to it paid by MGB Investments L.L.C., a Missouri limited liability corporation, whose address is P.O. Box 386, Moberly, MO 65270 ("Grantee"), the receipt and sufficiency of which are acknowledged, by these presents does BARGAIN, SELL, CONVEY AND CONFIRM unto the Grantee that certain tract of land located in Randolph County, Missouri, described as follows:

See Exhibit A attached hereto and incorporated herein

together with all improvements thereon and all rights and appurtenances pertaining thereto (collectively, the "Property").

This Deed is executed by Grantor and accepted by Grantee subject to the following (collectively, the "Permitted Encumbrances"): (a) taxes and assessments for 2014 and thereafter; (b) the encumbrances, easements, restrictions and other matters of record; and (c) the following restriction (the "Financial Institution Restriction"):

no portion of the Property shall be used or operated by a Financial Institution or for Financial Institution purposes, including but not limited to the use of a drive up automated teller machine ("ATM") on the Property; (ii) no portion of the Property shall be owned, used or occupied by a Financial Institution; (iii) no portion of the Property shall be used for the purpose of operating a Financial Institution, including without limitation an office the primary purpose of which is the acceptance of deposits or the production, making, closing or servicing of any consumer or commercial loans, or any combination thereof; and (iv) with respect to any building constructed on the Property, no signage visible from outside the building, shall contain the name, logo, trademark, trade name or any advertisement of any Financial Institution. As used herein "Financial Institution" shall mean a national or state bank, a trust company (whether an affiliate or subsidiary of a national or state bank holding company or otherwise), a savings bank and loan association, a credit union, or any other entity whose primary business consists of receiving deposits, making loans, serving as trustee, or any combination thereof, or any entity owned in whole or part by, or under common ownership with any of the foregoing. Notwithstanding anything herein in to the contrary, the following are excluded from the definition of "Financial Institution": Commerce Bank, its subsidiaries, affiliated entities, successors by merger, operation of law or surviving entities. The foregoing restrictions shall not apply to Grantor, who shall have the exclusive right to enter into a lease of space from Grantee for a drive up ATM, for a period of three (3) years from the date of such deed, upon terms and conditions mutually agreeable to Grantee and Grantor. Notwithstanding the foregoing, no ATM located in the interior of any building on the Property, not owned by a Financial Institution, shall be prohibited.

The Financial Institution Restriction shall terminate three (3) years after the date of this Deed.

113

If Grantee breaches or threatens to breach the Financial Institution Restriction, Grantor shall have all rights and remedies allowed at law or in equity, by statute or otherwise, including without limitation, the right to enjoin any breach or threatened breach by Grantee of the Financial Institution Restriction. Grantee shall indemnify and hold Grantor harmless from and against any and all losses, liabilities, claims, demands, damages, actions and causes of action of any and every kind and nature, including attorneys' fees and expenses, arising out of the Grantee's breach of said covenants. In the event any legal or equitable proceeding or action is taken by Grantor in connection with the foregoing covenants, the prevailing party will be entitled to recover from the other all costs, expenses and fees, including reasonable attorney's fees, incurred in connection therewith. The Financial Institution Restriction shall run with the land and shall be binding upon and inure to the benefit of Grantee and Grantor, respectively, and their respective successors and assigns.

TO HAVE AND TO HOLD the Property unto Grantee, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any wise appertaining unto said Grantee and unto its successors and assigns forever; and Grantor does hereby bind itself, and its successors to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Permitted Encumbrances, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under Grantor but not otherwise.

(Signature and acknowledgement on following page)

IN WITNESS WHEREOF, Grantor has executed this Deed as of the date and year first above written.

GRANTOR:

COMMERCE BANK,
a Missouri bank and trust company

By: Michael Feulner
Name: Michael Feulner
Title: V.P.

STATE OF MISSOURI)

COUNTY OF ST. LOUIS)

SS

On this 9th day of JUNE, 2014, before me appeared MICHAEL FEULNER
to me personally known, who, being by me
duly sworn, did say that he is the V.P. of COMMERCE
BANK, a Missouri bank and trust company, and that said instrument was signed in behalf of said
bank and trust company, by authority of its Board of Directors, and said V.P.
acknowledged said instrument to be the free act and deed of said
bank and trust 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.

Patricia Ringstad
Notary Public

My commission expires:



IN WITNESS WHEREOF, Grantee has executed this Deed as of the date and year first above written.

GRANTEE

a

By: MGB Investments, LLC
 Name: Matthew Brownfield
 Title: Member Manager

STATE OF MISSOURI)

COUNTY OF Randolph)

SS

On this 18 day of June, 2014, before me appeared Matthew Brownfield to me personally known, who, being by me duly sworn, did say that he is the Member Manager of MGB Investments, LLC, a Missouri LLC, and that said instrument was signed in behalf of said MGB Investments, LLC, by authority of its Member Manager, and said Matthew Brownfield acknowledged said instrument to be the free act and deed of said MGB Investments.

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:

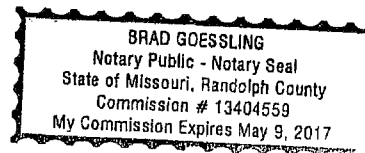


Exhibit A

Lots 7, 8, 9, 10, 11 and 12, Block 7, in the Original Town of Moberly, Missouri. Also a 10 foot x 90 foot strip of a land being a vacated alley described as: Begin at the Northeast corner of Block 7, thence West 120 feet to point of beginning, thence West 10 feet, thence South 90 feet, thence East 10 feet, thence North 90 feet to point of beginning.

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