

**A G E N D A**  
**WORK SESSION MEETING**  
**City of Moberly**  
**June 21, 2021**  
**6:00 PM**

**Requests, Ordinances, and Miscellaneous**

1. A Change Order #6 For An Increase Of \$1,458.32 On The Morley Street Sidewalk Project #STP-4500(207).
2. A Request From Kristina Flores To Hold Their Annual SIDS Awareness 5K on August 16, 2021.
3. A Resolution Accepting A Permanent Stormwater Easement From MFA Oil Company.
4. An Ordinance Amending City Code Sections 14-23 And 14-25 Relating To Conveyance Of Cemetery Lots.
5. A Discussion Regarding Contingency Allocation #11 #12 and #13 from ESP for the Meter Project.
6. A Request from Moberly School Senior High School to hold their annual Homecoming Parade on September 24, 2021.
7. Receipt Of Bids For Two Patrol Cars And One SUV For The Moberly Police Department.
8. A Review Of The First Amendment To The Cooperative Funding Agreement For The Fennel Building Complex.
9. Receipt of bids from state contract.

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ WS #1.

Department: Public Works

Date: June 21, 2021

**Agenda Item:**

A change order #6 for an increase in the amount of \$1,458.32 for Project STP-4500 (207).

**Summary:** The increase is for 7” paved approach and 3” concrete median strip.

**Recommended Action:** Direct staff to bring forward to the July 6, 2021 regular City Council for final approval.

**Fund Name:** Transportation Trust/Morley Street Project

**Account Number:** 600.167.5408

**Available Budget \$:** 110,313.85

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

**CHANGE ORDER No. 6 (Participating Items - Base Bid A)**

CONTRACTOR: S&A Equipment & Builders, LLC  
 PROJECT NAME: Morley Street Improvement Project

LPA: City of Moberly  
 PROJECT NO.: STP-4500(207) & STIP 2P3220

The Contractor is hereby directed to make the following changes from the contract:

**1. DESCRIPTION AND REASON FOR CHANGE:**  
 The following line item adjustments are participating items (Base Bid A).  
 Item 608-50.07 Paved Approach (7") - Field adjustments resulted in a net increase of 1.6 SY of Paved Approach (7") for a final quantity of 91.6 SY in-place.  
 Item 608-30.03 3 in. Concrete Median Strip - Field adjustments resulted in a net increase of 6.8 SY of 3 in. Concrete Median Strip for a final quantity of 147.8 SY in-place.

**2. COST OF WORK AFFECTED BY THIS CHANGE ORDER.**

EST. LINE NO.	CONTRACT ITEM NO.	ITEM DESCRIPTION	UNITS PREVIOUSLY PROVIDED FOR	UNITS TO BE CONSTRUCTED	UNITS OVERRUN, UNDERRUN, CONTINGENT	UNIT PRICE	AMOUNT OF OVERRUN OR PLUS CONTINGENT	AMOUNT OF UNDERRUN OR MINUS CONTINGENT
	608-50.07	Paved Approach (7" Thick)	90.0	91.60	1.6	\$258.27	\$413.23	
	608-30.03	3 in. Concrete Median Strip	141.0	147.80	6.8	\$153.69	\$1,045.09	
<b>TOTALS:</b>							<b>\$1,458.32</b>	<b>\$0.00</b>

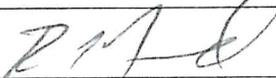
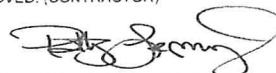
**3. SETTLEMENT FOR COST OF THE ABOVE CHANGE TO BE MADE AT CONTRACT UNIT PRICES, EXCEPT AS NOTED:**  
 N/A

**4 COMMENTS:**

**5 COST ADJUSTMENTS TO THE CONTRACT:**

1. CONTRACT AMOUNT		\$1,274,320.22
2. OVERRUN THIS ORDER	\$1,458.32	
3. OVERRUN PREVIOUS	\$71,986.21	
4. UNDERRUN THIS ORDER	\$0.00	
5. UNDERRUN PREVIOUS	(\$142,927.80)	
6. PROJECT TOTAL		\$1,204,836.95

THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO:

	5/28/21		5/25/21
APPROVED: (OWNER)	DATE	APPROVED: (CONTRACTOR)	DATE
			5/25/21
APPROVED: MODOT	DATE	APPROVED: (CONSTRUCTION ENGINEER)	DATE

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_  
 Department: Parks and Recreation  
 Date: June 21, 2021

**Agenda Item:** 2021 Fernando's Hope 5K

**Summary:** Kristina Flores is requesting to have her annual 5K for SIDS awareness in Rothwell Park. The event date is August 16<sup>th</sup>, the race will begin at 7:00 pm and end by 9 pm. Map included.

**Recommended**

**Action:** Direct staff to bring to July 6, 2021 City Council meeting for final approval.

**Fund Name:** N/A

**Account Number:** N/A

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

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

City of



Police Department  
Troy Link  
Chief of Police  
223rd Session FBI Academy

300 N Clark Street  
Moberly, MO 65270  
Phone: 660-263-0346  
Fax: 660-263-8540

### Walk/Run Application Permit

Application Date: 5-26-21  
(Note: Application Date must be received by staff sixty (60) days prior to the event)

Requested Date of event: 8-16-21

Purpose of event: SIDS Awareness

Name of event director: Kristina Flores

Contact phone, & Address of director: 660 676 6767 1331 County Rd. 2268  
Moberly MO

Approximate number of participants: 100

Route requested, Begin & End Time: Start at edge on road & run  
down past mini railroad & past James Youth Center &  
past Groeber Field & keep on road past Dog park &  
go past Deer pond & stay on road past shelter 3 & turn  
around by old skate park & go back same. Begin at 7pm &  
end by 9pm  
(Please include a map diagram showing start to finish)

Will the route/streets be marked? Yes:  No:

Will the organization furnish personnel to assist with the event?  
Yes:  No:  If yes, how many? 20

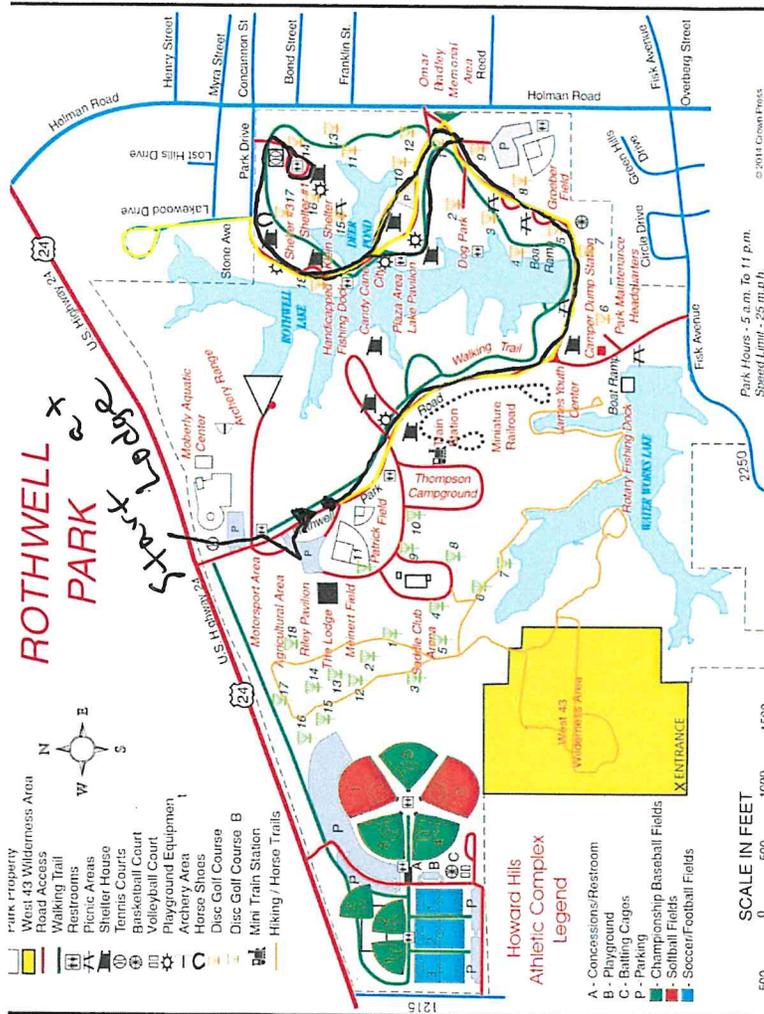
Signature of applicant: Kristina Flores

Approved:  Declined:

Authorizing Official: [Signature] Date: 06/04/21

Emergency services assistance to monitor traffic may be provided for a period of time up to one (1) hour after the race begins.

❖ No permanent paint may be used on roads or trails. Only spray chalk or temporary paint with a life of not more than 30 days may be used.



# City of Moberly City Council Agenda Summary

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

Department: Administration

Date: June 21, 2021

**Agenda Item:** A Resolution accepting a Permanent Stormwater Easement from MFA.

**Summary:** Howe Company, LLC has engineered a regional detention basin to house stormwater at the Moberly Area Industrial Park to improve the area for development to assist with the Swift plant. The detention basin plans include temporarily housing stormwater on property owned by MFA. MFA has agreed to provide a permanent easement to the city for that purpose. Costs of this project will be reimbursed through a Economic Development Authority grant.

**Recommended Action:** To authorize acceptance of the easement by Resolution at the July 6, 2021 council meeting..

**Fund Name:** N/A

**Account Number:** N/A

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

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

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

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

**A RESOLUTION ACCEPTING A PERMANENT STORMWATER EASEMENT FROM MFA OIL COMPANY.**

**WHEREAS**, in order to fully utilize the Moberly Area Industrial Park for economic development certain improvements are necessary including the creation of a stormwater detention basin; and

**WHEREAS**, Howe Company, LLC have engineered a Regional Detention Basin which includes the need to temporarily hold stormwater on land owned by MFA Oil Company (“MFA”); and

**WHEREAS**, attached hereto is a proposed Permanent Stormwater Easement whereby MFA will convey to the City of Moberly sufficient real estate to temporarily store stormwater; and

**WHEREAS**, city staff requests that the Council accept the Easement and further authorize the Mayor and City Manager to take such other and further action to accomplish the purposes of this Resolution.

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

**RESOLVED** this 6th day of July, 2021, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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



**EXHIBIT A**  
**MFA OIL COMPANY-PERMANENT**  
**EASEMENT FOR TEMPORARY**  
**STORMWATER**

**PERMANENT STORMWATER EASEMENT**

THIS EASEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by MFA Oil Company, a Missouri non-stock corporation, hereinafter referred to as Grantors,  
and The City of Moberly, hereinafter referred to as Grantee.

Grantor Mailing Address  
MFA Oil Company  
One Ray Young Drive  
P.O. Box 519  
Columbia, Mo. 65205

Grantee Mailing Address  
City of Moberly  
101 West Reed Street  
Moberly, MO 65270

WITNESSETH: That the said Grantors, in consideration of the sum of One (\$10.00) Dollar and other valuable considerations, do hereby grant and convey unto said Grantee a permanent stormwater easement for the purpose of allowing stormwater to be temporarily stored over and upon the following described real estate situated in Randolph County, Missouri to wit:

**DESCRIPTION:**

A tract of land lying in the Southwest Quarter of Section 24 and the Northwest Quarter of Section 25 all in Township 54 North, Range 14 West of the Fifth Principal Meridian and being part of Parcel #2 as shown by survey recorded in Plat Book B, Volume 7, Page 9B, Randolph County, Missouri, being more particularly described as follows: Commencing at an iron rod marking the Northwest corner of said Section 25, thence along the North line of said Section 25, South 88 degrees 14 minutes 40 seconds East 403.18 feet to the Point of Beginning, said point being the Northwest corner of the MFA tract; thence North 00 degrees 00 minutes 00 seconds East 77.90 feet to an iron rod; thence North 90 degrees 00 minutes 00 seconds East 1450.07 feet to an iron rod on the Westerly right-of-way of the former Norfolk Southern Railroad; then along said right-of-way South 01 degree 29 minutes 37 seconds West 930.32 feet to an iron rod on the Northerly right-of-way of McKeown Parkway; thence along said right-of-way South 90 degrees 00 minutes 00 seconds West 1325.80 feet to an iron rod; thence North 00 degrees 00 minutes 00 seconds East 930.00 feet to the Point of Beginning.



INSERT EXHIBIT A  
MFA OIL COMPANY  
PERMANENT EASEMENT FOR TEMPORARY STORMWATER

**PERMANENT STORMWATER EASEMENT**

THIS EASEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
 by MFA Oil Company, a Missouri non-stock corporation, hereinafter referred to as Grantors,  
 and The City of Moberly, hereinafter referred to as Grantee.

Grantor Mailing Address  
 MFA Oil Company  
 One Ray Young Drive  
 P.O. Box 519  
 Columbia, Mo. 65205

Grantee Mailing Address  
 City of Moberly  
 101 West Reed Street  
 Moberly, MO 65270

WITNESSETH: That the said Grantors, in consideration of the sum of One (\$10.00) Dollar and other valuable considerations, do hereby grant and convey unto said Grantee a permanent stormwater easement for the purpose of allowing stormwater to be temporarily stored over and upon the following described real estate situated in Randolph County, Missouri to wit:

**DESCRIPTION:**

A tract of land lying in the Southwest Quarter of Section 24 and the Northwest Quarter of Section 25 all in Township 54 North, Range 14 West of the Fifth Principal Meridian and being part of Parcel #2 as shown by survey recorded in Plat Book B, Volume 7, Page 9B, Randolph County, Missouri, being more particularly described as follows: Commencing at an iron rod marking the Northwest corner of said Section 25, thence along the North line of said Section 25, South 88 degrees 14 minutes 40 seconds East 403.18 feet to the Point of Beginning, said point being the Northwest corner of the MFA tract; thence North 00 degrees 00 minutes 00 seconds East 77.90 feet to an iron rod; thence North 90 degrees 00 minutes 00 seconds East 1450.07 feet to an iron rod on the Westerly right-of-way of the former Norfolk Southern Railroad; then along said right-of-way South 01 degree 29 minutes 37 seconds West 930.32 feet to an iron rod on the Northerly right-of-way of McKeown Parkway; thence along said right-of-way South 90 degrees 00 minutes 00 seconds West 1325.80 feet to an iron rod; thence North 00 degrees 00 minutes 00 seconds East 930.00 feet to the Point of Beginning.

PERMANENT STORMWATER EASEMENT

Commencing at the Northwest corner of the above-described tract; thence along the west line of said tract, South 00 degrees 00 minutes 00 seconds West 930.00 feet to the Southwest corner of said tract; thence along the Northerly right-of-way of McKeown Parkway North 90 degrees 00 minutes 00 seconds East 150.00 feet; thence North 00 degrees 00 minutes 00 seconds East 662.00 feet; thence South 00 degrees 00 minutes 00 seconds West 150.00 feet to the POINT OF BEGINNING, containing 2.28 acres

See Exhibit A attached hereto and by this reference incorporated herein;

The undersigned covenant that MFA Oil Company a Missouri non-stock corporation are the sole owners of the above-described property.

IN WITNESS WHEREOF, the undersigned have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

MFA OIL COMPANY

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

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

STATE OF \_\_\_\_\_ }

} ss.

COUNTY OF \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledges that he/she/they executed the same as his/her/their free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in \_\_\_\_\_, \_\_\_\_\_, the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_, 20\_\_\_\_.



**EXHIBIT A**  
**MFA OIL COMPANY-PERMANENT**  
**EASEMENT FOR TEMPORARY**  
**STORMWATER**

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ WS #4.

Department: Public Works

Date: June 21, 2021

**Agenda Item:** An Ordinance Amending City Code Sections 14-23 And 14-25 Relating To Conveyance Of Cemetery Lots.

**Summary:** Public Works, City Clerk and the City Attorney have been reviewing cemetery operations and code provisions. Historically city staff has experienced situations where persons who purchase cemetery lots do not use the lots at their death. Typically, people do not provide for a conveyance of cemetery lots either by non-probate transfer or by probate transfer. People also do not record their deeds which can make determining ownership in the future difficult. Staff is proposing an ordinance whereby title to cemetery lots reverts to the city after 99 years if no one is buried in the lot. Staff is also proposing that if the lot is reconveyed by the owner during the first 99 year period that the new owner will also have an additional 99 years before the title reverts to the city. We are also proposing that the fee for recording cemetery lots be collected at the time of sale and that the city clerk see that the deeds are recorded. We have already instituted a practice to inform persons at the time of sale that they should include their cemetery lots in their estate planning and they should give the city direction as to who has authority to decide who can be buried in the lots if they are deceased.

**Recommended Action:** To authorize approval of this ordinance during the July 6, 2021, regular city council meeting.

**Fund Name:** N/A

**Account Number:** N/A

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

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

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

ORDINANCE NO: \_\_\_\_\_

**AN ORDINANCE AMENDING CITY CODE SECTIONS 14-23 AND 14-25 RELATING TO CONVEYANCE OF CEMETERY LOTS.**

**WHEREAS**, Section 14-23 of the Moberly City Code provides for the manner in which cemetery lots at Oakland Cemetery are conveyed to purchasers; and

**WHEREAS**, historically a small percentage of the purchasers of cemetery lots are never buried in their lots and the lots go unused because the purchasers have made no non-probate transfer of their lot(s) nor has the title to the lot been probated in court; and

**WHEREAS**, city staff proposes to include in the Certificates of Title for cemetery lots a provision that title to cemetery lots will revert to the City ninety-nine (99) years after conveyance if no person has been interred in the lot(s) and if the original grantee in the Certificate of Title has conveyed the lot to another person after acquiring title then the ninety-nine (99) year period will be measured from the date of reconveyance; and

**WHEREAS**, city staff recommends that all Certificates of Title be recorded in the land records of Randolph County and that Section 14-25 (a) be amended to allow the city clerk to collect the cost of recordation at the time the Certificate is issued and that the city clerk be directed to record the Certificate of Title.

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

**SECTION ONE:** Chapter 14, Article II, Section 14-23 is hereby amended to read as follows:

**Sec. 14-23. Conveyance of lots.**

(a) The cemetery lots shall be conveyed by certificates signed by the mayor and countersigned by the clerk, under seal of the city, specifying that the purchaser to whom the same are issued is the owner of the lot, described therein by numbers, as laid down on the recorded map or plat, for interment, and such certificates shall vest in the purchaser, his heirs and assigns, a right in fee simple to such lot, for the sole purpose of interment, under the regulations of the city council, and such certificates shall be entitled to be recorded in the office of recorder of deeds of the county without further acknowledgment. Such descriptions of lots shall be deemed and recognized as sufficient description thereof. The council may limit the number of lots to be owned by the same person at the same time.

(b) Fee simple title to cemetery lots conveyed by the City shall revert in the City if no interment shall have been made in the lot and the title to such lot shall have been vested in the present owner for a period of at least ninety-nine years following conveyance.

(c) If the grantee under a Certificate of Title reconveys the lot to another person, then the fee simple title shall revert in the city if no interment has been made ninety-nine years following the date of reconveyance.

**SECTION TWO:** Chapter 14, Article II, Section 14-25 (a) is hereby amended to read as follows:

**Sec. 14-25. Purchasing Lots.**

(a) The purchaser of a lot in the cemetery shall pay to the city clerk the purchase price of such lot and shall receive a deed from the city. **The purchaser shall also pay to the city clerk the cost of recording the deed with the Recorder of Deeds and the city clerk shall record each deed issued by the city.**

**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 6th day of July, 2021.

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

**ATTEST:**

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

## Sec. 14-23. - Conveyance of lots.

The cemetery lots shall be conveyed by certificates signed by the mayor and countersigned by the clerk, under the seal of the city, specifying that the purchaser to whom the same are issued is the owner of the lot, described therein by numbers, as laid down on the recorded map or plat, for interment, and such certificates shall vest in the purchaser, his heirs and assigns, a right in fee simple to such lot, for the sole purpose of interment, under the regulations of the city council, and such certificates shall be entitled to be recorded in the office of recorder of deeds of the county without further acknowledgment. Such descriptions of lots shall be deemed and recognized as sufficient description thereof. The council may limit the number of lots to be owned by the same person at the same time.

(Code 1965, § 8-3; Code 1987, § 7-19)

**State Law reference—** Conveyance of cemetery lots by deed, RSMo 214.030.

## Sec. 14-25. - Purchasing lots.

- (a) The purchaser of a lot in the cemetery shall pay to the city clerk the purchase price of such lot and shall receive a deed from the city.
- (b) The city clerk may make sales of cemetery lots upon a deferred payment plan, if in his judgment and discretion he thinks such a contract is advisable, and it is possible to ensure the balance of the purchase price to the city. Such sales contracts shall always require the purchaser to pay down 50 percent of the sales price of lots or parts of lots with the remaining part of such purchase price to be paid 90 days after date. No deed shall be delivered to the purchaser until full payment of the purchase price. If the full purchase price is not paid on or before 90 days after the date of the sale contract, the purchaser forfeits his interest in the lot to the city and the city recovers all that portion of the lot that has not been used for burial purposes.
- (c) No improvements shall be made on any lot, either by filling in or cutting down or the placing of monuments on the same, until the lot has been fully paid for and a deed delivered to the purchaser.
- (d) Burial of one person may be made upon any lot so sold under sales contract before the final payment, but in no event shall any sales contract be delivered until the advance payment of 50 percent is made, and in the event the purchaser shall fail to complete the purchase according to the terms of the sales contract, then in that event such purchaser shall forfeit all claims or rights under such contract and such amounts so paid shall become the property of such city as liquidated damages.
- (e) All money received by the city for the sale of cemetery lots shall be paid into the city treasury, and shall be set apart and kept in a separate fund, to be known as the cemetery fund, to be expended for the sole and exclusive objects of purchasing land for cemetery purposes and for beautifying and improving the city cemeteries.

(Code 1965, §§ 8-6—8-8; Code 1987, § 7-21)

**State Law reference—** Conveyance of cemetery lots by deed, RSMo 214.030.

# City of Moberly City Council Agenda Summary

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

Department: Public Utilities

Date: June 21, 2021

**Agenda Item:** A Discussion Regarding Contingency Allocation #11 #12 and #13 from ESP for the Meter Project

**Summary:** As the meter replacement project is nearing the end, ESP is in the process of truing up line items in the schedule of values. Contingency Allocation #11 transfers \$62,475.69 back into the contingency allowance for the project. This is due to the variance (lower cost) of the automated meter interface, and the cost to vacuum the meter pits prior to installation of the meters. This brings the Contingency Allowance Account balance to \$149,318.94.

Contingency Allocation #12 is the true-up of the number of meters purchased and installed per the original contract and with the additional meter order in December 2020. This Contingency Allocation adds \$22,183.86 to the contingency allowance. The total Contingency Allowance Account balance now stands at \$171,502.80.

Contingency Allocation #13 is for additional 4” meter with associated AMI equipment ordered by the City of Moberly personnel and paid by ESP. This Contingency Allocation adds \$4,165.75 to the contingency allowance. The total Contingency Allowance Account balance now stands at \$175,668.55.

**Recommended Action:** Direct staff to present at July 6<sup>th</sup>, 2021 Council Meeting for City Council approval.

**Fund Name:** N/A

**Account Number:** 0

**Available Budget \$:** 0

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



## Contingency Allocation (CA)

**Project Name: City of Moberly**  
 CA Number: 11  
 CA Date: 3/31/2021

ESCO: Energy Solutions Professionals, LLC  
 c/o: Jeff Flathman  
 9218 Metcalf, Suite 274  
 Overland Park, KS 66212

Client: City of Moberly, MO  
 c/o: Mary West-Calcagno  
 101 W. Reed Street  
 Moberly, MO 65270

**Original Contract Date: 9/10/2019**

The following addition/deletion of scope shall be incorporated in the the Agreement dated as listed above. All of the terms and conditions of the Agreement remain in place unless explicitly described otherwise in this change order or previous change orders to the Agreement.

Additions:

Deductions:

- |   |              |
|---|--------------|
| a) Transfer remaining balance of AMI line item #7 to Contingency. | \$ 31,355.51 |
| b) Transfer remaining balance of Vacuum Pits CA#3 to Contingency. | \$ 31,120.18 |

Total Contingency Allocation	\$ 62,475.69
------------------------------	--------------

Original Contingency Allocation:	\$ 380,000.00
Sum of Previous Contingency Allocations:	\$ (293,156.75)
Contingency Allocation Prior to this CA:	\$ 86,843.25
Amount of this Contingency Allocation:	\$ 62,475.69
Remaining Contingency	\$ 149,318.94
Revised Agreement substantial completion date (changed / <del>unchanged</del> ):	5/14/2021

Energy Solutions Professionals, LLC

City of Moberly

\_\_\_\_\_

\_\_\_\_\_

5/7/21

Date signed

Date Signed



### Contingency Allocation (CA)

Project Name: City of Moberly

CA Number: 12

CA Date: 5/3/2021

ESCO: Energy Solutions Professionals, LLC  
 c/o: Jeff Flathman  
 9218 Metcalf, Suite 274  
 Overland Park, KS 66212

Client: City of Moberly, MO  
 c/o: Mary West-Calcagno  
 101 W. Reed Street  
 Moberly, MO 65270

Original Contract Date: 9/10/2019

The following addition/deletion of scope shall be incorporated in the the Agreement dated as listed above. All of the terms and conditions of the Agreement remain in place unless explicitly described otherwise in this change order or previous change orders to the Agreement.

**Reconciliation of Meter Quantity from Original Order**

EPC Qty	RTS Qty	Delta		Contract Rate (Rev.)	Material	Additional Cost
4800	4790	-10	5/8" meters with associated AMI equipment	\$ 560.55	70%	\$ (3,923.86)
376	384	8	1" meters with associated AMI equipment	\$ 572.79	70%	\$ 3,207.63
16	21	5	2" meters (interior) with associated AMI equipment	\$ 1,582.95	70%	\$ 5,540.33
72	78	6	2" meters (exterior) with associated AMI equipment	\$ 1,536.16	70%	\$ 6,451.87
3	4	1	3" meters (interior) with associated AMI equipment	\$ 3,669.36	70%	\$ 2,568.55
2	3	1	3" meters (exterior) with associated AMI equipment	\$ 3,576.32	70%	\$ 2,503.43
1	2	1	4" meters (interior) with associated AMI equipment	\$ 4,841.24	70%	\$ 3,388.87
3	3	0	4" meters (exterior) with associated AMI equipment	\$ 4,697.75	70%	\$ -
1	1	0	6" meters (exterior) with associated AMI equipment	\$ 8,645.19	70%	\$ -
5274	5286	12				\$ 19,736.81

**Additional Meters Ordered for Project**

ESP QTY	RTS Qty		Contract Rate (Rev.)	Material	Additional Cost
	60	Provide new 1" meters with associated AMI equipment	\$ 572.79	70%	\$ 24,057.24
6		Provide new 2" meters with associated AMI equipment	\$ 1,536.16	70%	\$ 6,451.87
					\$ 30,509.10

**Additional Meters Installed for Project**

EPC/CA QTY	Actual QTY	Delta		Contract Rate (Rev.)	Material	Additional Cost
5239	5021	-218	Install 5/8" meters with associated AMI equipment	\$ 560.55	30%	\$ (36,660.08)
436	398	-38	Install 1" meters with associated AMI equipment	\$ 572.79	30%	\$ (6,529.82)
16	15	-1	Install 2" meters (interior) with associated AMI equipment	\$ 1,582.95	30%	\$ (474.89)
76	95	19	Install 2" meters (exterior) with associated AMI equipment	\$ 1,536.16	30%	\$ 8,756.10
29	8	-21	Install 2" meter AMI equipment only	\$ 263.86	100%	\$ (5,541.01)
3	6	3	Install 3" meters (interior) with associated AMI equipment	\$ 3,669.36	30%	\$ 3,302.42
2	3	1	Install 3" meters (exterior) with associated AMI equipment	\$ 3,576.32	30%	\$ 1,072.90
0	1	1	Install 3" meter AMI equipment only	\$ 263.86	100%	\$ 263.86
1	0	-1	Install 4" meters (interior) with associated AMI equipment	\$ 4,841.24	30%	\$ (1,452.37)
3	3	0	Install 4" meters (exterior) with associated AMI equipment	\$ 4,697.75	30%	\$ -
2	2	0	Install 4" meter AMI equipment only	\$ 263.86	100%	\$ -
1	1	0	Install 6" meters (exterior) with associated AMI equipment	\$ 8,645.19	30%	\$ -
5808	5553	-255				\$ (37,262.89)

**Total Meter Reconciliation**

\$ 12,983.02

**Contingency True-up**

Transfer remaining balance of line item CA#8b to Contingency. \$ (35,166.89)

Total Contingency Allocation \$ (22,183.86)

Original Contingency Allocation:	\$ 380,000.00
Sum of Previous Contingency Allocations:	\$ (230,681.06)
Contingency Allocation Prior to this CA:	\$ 149,318.94
Amount of this Contingency Allocation:	\$ 22,183.86
Remaining Contingency	\$ 171,502.80
Revised Agreement substantial completion date (changed / unchanged):	5/14/2021

Energy Solutions Professionals, LLC

City of Moberly

\_\_\_\_\_

5/7/21

Date signed

Date Signed



## Contingency Allocation (CA)

**Project Name: City of Moberly**

CA Number: 13

CA Date: 6/11/2021

ESCO: Energy Solutions Professionals, LLC  
 c/o: Jeff Flathman  
 9218 Metcalf, Suite 274  
 Overland Park, KS 66212

Client: City of Moberly, MO  
 c/o: Mary West-Calcagno  
 101 W. Reed Street  
 Moberly, MO 65270

**Original Contract Date: 9/10/2019**

The following addition/deletion of scope shall be incorporated in the the Agreement dated as listed above. All of the terms and conditions of the Agreement remain in place unless explicitly described otherwise in this change order or previous change orders to the Agreement.

### Additional Meters Ordered for Project

ESP QTY		Additional Cost
1	Additional 4" meter with associated AMI equipment ordered by the City of Moberly personell and paid by ESP.	\$ 4,165.75
		\$ 4,165.75

Original Contingency Allocation:	\$ 380,000.00
Sum of Previous Contingency Allocations:	\$ (208,497.20)
Contingency Allocation Prior to this CA:	\$ 171,502.80
Amount of this Contingency Allocation:	\$ 4,165.75
Remaining Contingency	\$ 167,337.05
Revised Agreement substantial completion date ( <del>changed</del> / unchanged):	5/14/2021

**Energy Solutions Professionals, LLC**

**City of Moberly**



\_\_\_\_\_

6/11/21

Date signed

Date Signed

# City of Moberly City Council Agenda Summary

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

WS #6.

Department: Police

Date: June 21, 2021

**Agenda Item:** A Request from Moberly School Senior High School to hold their annual Homecoming Parade on September 24, 2021.

**Summary:** Request from Moberly Senior High School to hold the annual Homecoming parade on September 24, 2021 beginning at 3:00 pm. The parade will begin at Adams and Johnson and the parade will line up in the 600 block of Adams and the 700-900 blocks of West Reed. The parade will travel east on Reed Street to Clark Street, turn left, travel north on Clark Street to Coates Street, turn left and travel west along Coates Street to Johnson and Coates where it will disband. 85 units are expected to participate in the parade. The contact person is James Barker, 801-787-0390, the school expects 3-4 volunteers to be available to assist along the parade route. Moberly Police are requested to provide traffic control along the parade route.

**Recommended Action** Direct staff to bring to the July 6<sup>th</sup> Council meeting for final approval.

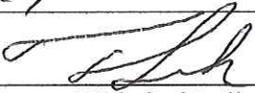
**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** 0.00

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

APPLICATION FOR PARADE PERMIT  
City of Moberly, Missouri  
Date: 6/15/2021

1. Organization/Agency requesting permit: **Moberly High School—Homecoming Parade**
2. Name/Address of Person making Application: **James Barker**  
  
Name: **Moberly High School Homecoming Parade c/o James Barker**  
  
Mailing Address: **1625 Gratz Brown Road, Moberly MO 65270**  
  
Contact Person: **James Barker** Phone: **801-787-0390**
3. Date of Parade: **September 24, 2021** Start Time: **3:00 p.m.**
4. Staging Area: **Adams and Reed Streets (See Attached)**
5. Approximate Number of Units Participating in Parade:  
A. Bands **3** D. Foot Units **25**  
B. Motorized Units **40** E. Animal Units **1**  
C. Floats **15** F. Others \_\_\_\_\_  
Total Number of Units: **approx. 85 (based off of interest and previous years)**
6. Parade Route and ending point: **Parade will start at the corner of Adams and Johnson moving east on Reed St. Will turn left on to Clark St. and then left on to Coates St. It will end at the corner of Johnson and Coates. Same as previous years.**
7. Will organization or parade participants be dispersing any items during the parade? Yes  No  If yes, what? **Various items promoting organizations**
8. Will organization or agency furnish personnel to assist the police with security or traffic along the parade route? Yes  No  If so, how many? **3-4**
9. Have read and agree to the rules outlined in the parade permit. Yes  No
10. Signature of Applicant: James Barker
11. Approved: yes Disapproved \_\_\_\_\_
12. By authority of:  Date 06-16-21  
(Chief of Police)

# City of Moberly City Council Agenda Summary

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

WS #7.

Department: Police

Date: June 21, 2021

**Agenda Item:** Receipt Of Bids For Two Patrol Cars And One SUV For The Moberly Police Department.

**Summary:** Bids for two patrol cars and one SUV for the Police Department were sent to Moberly Motors, Thomas Motors, Bob McCosh Chevrolet and Joe Machen’s Ford along with an advertisement requesting bids in the Moberly Monitor Index. Only Moberly Motors submitted a bid proposal to furnish two 2021/2022 Dodge Charger AWD Police Package Sedans and the 2021/2022 Ford Police Interceptor AWD Explorer. The purchase price for the Dodge Charger is \$27,514 (each) plus \$1,800 for the AYE Patrol Package Base prep wiring upgrade, for a total cost per vehicle of \$29,314, or \$58,628 for both. The State bid price for the 2021 Dodge Charger is \$27,389. The purchase price for the Ford SUV is \$33,194 plus \$700.00 for the wiring kit upgrade 67V and 67U. The total price is \$33,894, the State bid price is \$33,873 without any upgrades. Due to vehicle order cut off dates of June 17 for Dodge Chargers and June 25 for the Ford Explorer, the bid has been accepted and Moberly Motors has placed both orders as of Friday, June 11. The total purchase cost is \$92,501

**Recommended**

**Action:** Direct staff to bring to the July 6<sup>th</sup> Council meeting for final approval.

**Fund Name:** Police Department CIP

**Account Number:** 100-007-5502

**Available Budget \$:** 122,128.00

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	<b>Mayor</b>		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ <b>Jeffrey</b>	___	___
<input type="checkbox"/> Correspondence	<input 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"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ <b>Kimmons</b>	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ <b>Davis</b>	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M___ S___ <b>Kyser</b>	___	___
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

<b>ATTACHMENTS:</b>		<b>Role Call</b>	<b>Aye</b>	<b>Nay</b>
<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>		

CITY OF MOBERLY

"BID OPENING"

Date: 4/11/2021 10:00am Sign-In Sheet

Name

Shannon Hance

Company

City Clerk

Troy Link

chief of police

CITY OF MOBERLY

"BID OPENING"

Date: 6/11/21

Moberly Motors

2021 Dodge Charger  
AWB w/ Police Package

\$ \_\_\_\_\_  
\$ 55,028 = \$27,514 ea

+ AYW - <sup>Patrol</sup> Pkg Wiring Prep

\$ + 1,800 ea

HAIE - Patrol Pkg Base Prep

\$ + 1,800 ea

Moberly Motors

2021 ~~Charger~~ Ford Police  
Interceptor Explorer AWB  
4 door

\$ \_\_\_\_\_  
\$ 33,194

+ extras - see specs.

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

**CITY OF MOBERLY  
BID FORM**

**ALL BIDS ARE DUE INTO THE CITY CLERK'S OFFICE BY June 11, 2021 AT  
10:00AM**

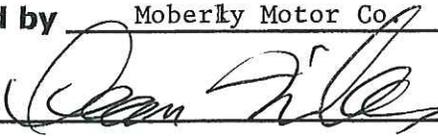
We propose to furnish (2) 2021-2022 four-door Police Vehicle as per the  
City's specifications, for

2021 Dodge Charger All Wheel Drive w/ Police Package

Build date as soon as possible by the manufacture. We are  
at the end of the ordering period for these vehicles.

**Total Delivered Price to the City of Moberly \$** \$55028 = \$27,514 each  
.....

**Bid Submitted by** Moberly Motor Co. Moberly, Mo Dean Miller

**Signature** 

(Any variations from bid specifications shall be stated)

CITY OF MOBERLY  
BID FORM

**BID DATE DUE BY June 11, 2021 AT 10:00AM.**

We propose to furnish One (1) 2021/2022 four wheel or all wheel drive, four door, sport utility vehicle as per the City's specifications.

2021 Ford Police Interceptor Explorer AWD 4door  
**TOTAL NET PRICE FOR VEHICLE** \$33,194

Build date as soon as possible by the manufacture  
Ford Motor Co. - w@eare at the end of the build orders

.....

Bid submitted by Moberly Motor Company Moberly, Mo Dean Miller

Signature 

(Any variations from bid specifications shall be stated)

City of Moberly does not pay taxes on purchase of new vehicles

# CITY OF MOBERLY, MISSOURI

## Request for Bids

The Moberly Police Department will receive sealed bids for two (2) new 2021/2022 four-door, rear wheel or all-wheel drive police sedans, and (1) new 2021.2022 four-door 4 wheel or all wheel drive police sport/utility special service vehicle. Specifications may be obtained at the police department or the City Clerk's office at City Hall, 101 West Reed Street, Moberly MO 65270. Sealed bids marked "POLICE BIDS" must be received by 10:00 a.m., Friday June 11, 2021 in the City Clerks office. The City of Moberly reserves the right to accept or reject any or all bids. For more information, call 600-263-0346.

SUBMITTED BY  
CITY OF MOBERLY  
CHIEF OF POLICE  
TROY LINK

City of

The logo for the City of Moberly, Missouri, featuring the word "Moberly!" in a stylized, blue, cursive font.**Police Department***Professional, Proactive Policing*

Troy Link

Chief of Police

264th Session FBI Academy

300 N Clark Street

Moberly, MO 65270

Phone: 660-263-0346

Fax: 660-263-8540

**CITY OF MOBERLY, MISSOURI  
REQUEST FOR BIDS**

The Moberly Police Department will receive sealed bids for two (2) new 2021/2022 four-door, rear wheel or all-wheel drive police sedans, and (1) new 2021/2022 four-door 4 wheel or all wheel drive police sport/utility special service vehicle. Specifications may be obtained at the police department or the City Clerk's office at City Hall, 101 West Reed Street, Moberly MO 65270. Sealed bids marked "POLICE BIDS" must be received by **10:00 a.m., Friday, June 11, 2021** in the City Clerk's office. The City of Moberly reserves the right to accept or reject any or all bids. For more information, call 660-263-0346.

SUBMITTED BY

CITY OF MOBERLY  
CHIEF OF POLICE

TROY LINK

# City of Moberly City Council Agenda Summary

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

WS #8.

Department: Comm. Dev.

Date: June 21, 2021

**Agenda Item:** A review of the first amendment to the Cooperative Funding Agreement for the Fennel Building Complex.

**Summary:** The following was reviewed and approved by the Downtown CID Board, to go City Council for review.

\$40,747	Concrete - internal portion of J.T. Cross Building	District
\$34,189	Concrete - exterior of Fennel Complex.	City <sup>1</sup>
\$ 5,000	Remaining materials for J.T. Cross roof/structure <sup>2</sup>	District
\$20,000	Multi-stall Restrooms In Pro Auto Building	District
\$ 4,000	Materials (only) for extension of 2" water line <sup>3</sup>	District
\$ 3,000	Light poles (materials only)	District
\$10,000	LED lighting and electrical (materials and labor)	District
\$15,000	Black wrought iron fencing with twin gates	District

<sup>1.</sup> from Street Improvement Fund.

<sup>2.</sup> \$22,457 of total materials costs have already been paid for with previously approved City Street Improvement Fund allocations.

<sup>3.</sup> Labor to be provided by City using City forces or by contract.

**Recommended Action:** Direct staff to bring forward to the July 6, 2021 regular City Council meeting for final approval.

**Fund Name:** N/A

**Account Number:** N/A

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

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

## FIRST AMENDMENT TO COOPERATIVE FUNDING AGREEMENT

THIS FIRST AMENDMENT TO COOPERATIVE FUNDING AGREEMENT (this “**First Amendment**”) is made and entered into as of the \_\_\_\_\_ day of June, 2021, by and between the DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT, a community improvement district and Missouri political subdivision having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**District**”); and THE CITY OF MOBERLY, a city of the third classification and Missouri municipal corporation having a principal office at 101 West Reed Street – City Hall, Moberly, Missouri 65270 (the “**City**”). *Capitalized terms used and not defined in this First Amendment shall have the meanings ascribed to them in that certain Cooperative Funding Agreement by and between the District and the City dated as of \_\_\_\_\_, 2021 (the “Original Agreement”) as approved on April 21, 2012 by the District in Resolution No. 2012-11 (the “Approving Resolution”).*

### RECITALS

**A.** Pursuant to sections 70.210 through 70.320 of the Revised Statutes of Missouri, as amended, and the Community Improvement District Act, sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended (the “**CID Act**”), the District and the City have entered into the Original Agreement to provide support and supplemental funding for the refurbishment and rehabilitation of portions of the Fennel Complex.

**B.** The District and the City now wish to expand the District’s contribution as contemplated in the Approving Resolution and further set forth in the Original Agreement to include, without limitation, funding for multi-stall restrooms, for extension of water lines and services, for lighting and light poles, and for decorative wrought iron fencing and twin gates at the covered event space to be developed at the former J. T. Cross Lumberyard Building.

**C.** The Board of Directors of the District (the “**Board of Directors**”) has found and determined that such funding and additional improvements would further contribute to the alleviation of blighted conditions within the District; are in furtherance of the goals and objectives of the revitalization program set forth in the petition leading to the establishment of the District; and are within the scope of the District’s powers under the CID Act and for a public purpose.

### AGREEMENT

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

**1. Amendment of Recitals.** The Original Agreement is hereby amended by deleting therefrom Recital “D” in its entirety and by substituting therefor in that place the following Recital “D”):

**“D.** In addition, the City contemplates construction of an internal canopy and roof approximately 20 feet deep around the three sides of the former J. T. Cross Lumberyard Building to provide a covered event space for farmers markets, athletic programs and events, bands and entertainment activity, or other events desirable

for downtown outside venues; has obtained some of the materials necessary to undertake this improvement; and now seeks supplemental funding from the District to offset the foregoing together with certain additional improvement costs as set forth in this Agreement (collectively, and as more specifically set forth in paragraph 2 of this Agreement, the “**Expanded Improvements Program**”).

**2. Amendment of District Contribution.** The Original Agreement is hereby further amended by deleting therefrom paragraph 2 thereof, entitled “District Contribution” in its entirety and by substituting therefor in that place the following new paragraph 2:

“**2. District Contribution.** The City has prepared a budget for materials and improvements necessary to undertake the Expanded Improvements Program as set forth on the schedule below:

<u>Cost</u>	<u>Item</u>	<u>Funding Source</u>
\$40,747	Concrete - internal portion of J.T. Cross Building	District
\$34,189	Concrete - exterior of Fennel Complex.	City <sup>1</sup>
\$ 5,000	Remaining materials for J.T. Cross roof/structure <sup>2</sup>	District
\$20,000	Multi-stall Restrooms In Pro Auto Building	District
\$ 4,000	Materials (only) for extension of 2” water line <sup>3</sup>	District
\$ 3,000	Light poles (materials only)	District
\$10,000	LED lighting and electrical (materials and labor)	District
\$15,000	Black wrought iron fencing with twin gates	District

1. from Street Improvement Fund.
2. \$22,457 of total materials costs have already been paid for with previously approved City Street Improvement Fund allocations.
3. Labor to be provided by City using City forces or by contract.

Subject to receipt of written notice and copies of applicable invoices from the City that the City has purchased and/or paid for materials and has entered into binding agreements for or incurred costs related to the Expanded Improvements Program, the District shall pay to the City from legally available funds as follows: (i) \$40,747.00 to be used by or reimbursed to the City for material costs in connection with pouring and finishing of internal concrete floor of the former J. T. Cross Lumberyard Building; (ii) \$5,000.00 to be used by or reimbursed to the City for costs in connection with construction of an internal canopy/roof approximately 20 feet deep around three sides of the former J. T. Cross Lumberyard Building to provide covered event space; (iii) \$20,000.00 to be used by or reimbursed to the City for costs in connection with installation of multi-stall internal restrooms within the Pro Auto Building, with secured ingress and egress to the J. T. Cross area; (iv) \$4,000.00 to be used by or reimbursed to the City for material costs in connection with the extension of 2 inch water service lines to each of the front faces of the three structures comprising the Fennel Complex; (v) \$3,000.00 to be used by or reimbursed to the City for installation of internal light poles serving the event space at the J. T. Cross Lumberyard Building; (vi) \$10,000.00 to be used by or reimbursed

to the City in connection with installation of LED lighting and associated electrical work serving the event space at the J. T. Cross Lumberyard Building; and (vii) \$15,000.00 to be used by or reimbursed to the City for the installation of approximate 250 linear feet of decorative wrought iron fencing with twin gates serving the event space at the J. T. Cross Lumberyard Building, for a total amount not to exceed \$97,747.00 (the “District Contribution”); *provided that* costs among those individual line items provided on the schedule above to be funded by the District may be reallocated as needed among the specified District-funded items to facilitate the needs of the Expanded Improvements Program, so long as the total amounts therefor do not exceed the total amount of the District Contribution; and *provided further* that the City shall be solely responsible for: (i) those items such as labor, tools, and equipment required for installation and completion of items specified above as “materials only;” and (ii) any and all cost overruns for the Expanded Improvements Program in excess of the amount of the District Contribution. Payments under this paragraph 2 may be made in installments, based upon receipt of appropriate notice and documentation as herein provided. In the event such payments occur in any subsequent year, the payments for the District Contribution shall be subject to annual appropriation by the Board of Directors for the applicable year.”

3. **Further Amendments.** The Original Agreement is hereby further amended by adding the word “Expanded” to the phrase “Improvements Program” wherever appearing in the Original Agreement such that all such references wherever appearing shall be to the “Expanded Improvements Program.”

4. **Ratification of Original Agreement as Amended; Conflicts.** The Original Agreement as modified and amended by this First Amendment is hereby ratified and confirmed and, except for the specific modifications and amendments contained in this First Amendment, all other terms of the Original Agreement shall remain unchanged and in full force and effect; *provided that* in the event of any conflict between the terms of this First Amendment and those of the Original Agreement, the terms of this First Amendment shall govern and the Original Agreement shall be deemed modified to the extent of the conflict.

**IN WITNESS WHEREOF**, the DISTRICT and the CITY have caused this First Amendment to be executed in their respective names and attested to as of the date first above written.

**DOWNTOWN MOBERLY COMMUNITY  
IMPROVEMENT DISTRICT**

By : Brian Crane  
Brian Crane, Chair

ATTEST:

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

**THE CITY OF MOBERLY**

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

**ATTEST:**

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

# City of Moberly City Council Agenda Summary

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

WS #9.

Department: Comm. Dev.

Date: June 21, 2021

**Agenda Item:** Receipt of bids from state contract.

**Summary:** Nearly all brands of equipment are available on State Bid prices. We have to list the options we want and then they can price them out for us. It comes down to what fits our needs the best, serviceability, reliability, features and resale value. We have had Case, Caterpillar and John Deere in the past, and we have had the best luck overall with the John Deere loader. We have gotten good service, it is at the top of the list in all categories, and we get excellent resale or trade in value on them. Staff would like to go with the John Deere again under the state bid prices.

The cost for a new John Deere 544 is \$187,000 through the state bid. This machine lists for \$265,000. We have a guaranteed buy back of \$61,000, but due to the condition of the machine they are offering \$72,000. Our current machine is in overall good condition, they just put in a new engine under warranty, I am confident that if we keep the warranty in place on this machine, we can sell it for \$90,000+. This could get our net cost for a new machine to under \$100K.

The Caterpillar and John Deere are the only two machines that offer the differential coolers, which are important to us for how much we run it on the road from job to job. Tim is expecting the state bid price back from Caterpillar today for their loader. We don't expect it to be far off on price over or under, but due to all of the features and performance of the John Deere, we would prefer to go with it regardless of higher or lower, within reason.

This item is budgeted in the upcoming budget and would be funded out of the 601 Street Improvement fund.

Staff recommends reviewing both prices for the machines and if they are close in price, to select the John Deere to move to the July 6th meeting for final approval.

**Recommended Action:** Direct staff to bring forward to the July 6, 2021 regular City Council meeting for final approval.

**Fund Name:** N/A

**Account Number:** N/A

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

**ATTACHMENTS:**

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



Martin Equipment  
 6787 County Road 312  
 Palmyra, MO 63461

<p><b>Quote Issued To : CITY OF MOBERLY</b>                  MOBERLY CITY HALL                  MOBERLY , MO , 65270                  660-269-8705</p>	<p><b>QUOTATION</b></p> <p><b>Quote # :</b> 9012246  <b>Issue Date :</b> 6/16/2021  <b>Expire Date :</b> 7/9/2021  <b>Est Delivery :</b> 11/26/2021  <b>FOB :</b> MOBERLY, MO.</p>
<p><b>Quote Issued By :</b> Million, Gary</p>	

**ITEMS LISTED FOR SALE**

Item #	Year	Make	Model	Serial #	Hours	List Price	Sale Price
	2021	JD	544	(TBD)	0	265,000.00	187,000.00

544 P WHEEL LOADER  
 English Decals and Manuals  
 Standard Wheel Loader  
 John Deere PowerTech Engine  
 Automatic Reversing Hydraulic Fan  
 Engine Air Intake System with Centrifugal Precleaner  
 Chrome Curved Stack  
 Standard Fuel Filter with Water Separator and Standard Fuel Fill  
 Engine Block Heater  
 Environmental Drains and Sampling Ports  
 Throttle Lock  
 Engine Compartment Light  
 140 amp Alternator  
 30 Amp Converter  
 Premium LED Work and Drive Lights  
 5-Speed Powershift Transmission with Lock-up Torque Converter  
 Front Hydraulically Locking Differential and Rear Conventional Differential Axles  
 Automatic Differential Lock  
 Standard Z-BAR  
 Joystick Controls  
 Three Function Hydraulics  
 Hydraul Hydraulic Fluid  
 Ride Control  
 Premium Cab  
 Cab with Air A/C Charge  
 Premium Seat, Heated and Ventilated with Heavy Duty Air Suspension  
 7 inch Monitor with Dedicated Rear Camera Display  
 Remote Powered and Heated Exterior Mirrors  
 Premium AM/FM/Weather Band (WB) with Bluetooth, Remote Aux and Remote USB Port  
 Rear Camera and Rear Object Radar Detection  
 LED Strobe Beacon with Left Beacon Bracket  
 Left Side Steps Only  
 Powered Cab Fresh Air Pre-Cleaner  
 Fire Extinguisher  
 Steering Wheel Only  
 No Payload Scale with Cycle Counter  
 JDLink Ultimate 5 Year Subscription  
 Full Width Front and Rear Fenders  
 Hydraulic Coupler - Hi-Vis/ISO Pattern  
 No Bucket  
 No Bucket Edge or Teeth  
 No Fork Frame  
 No Tines  
 Rear Hitch and Counterweight  
 Transmission and Bottom Guards  
 OIL SCANS DURING WARRANTY PERIOD

TRM/GEM 544P- HI-VIS , 2.50YD X 4" MP . W/BOCE  
 PARTS CATALOG  
 REPAIR MANUAL  
 OPERATOR & TEST MANUL  
 FREIGHT TO MOBERLY, MO.  
 MACHINE FULL OF FULL  
 WARRANTY- 60 MONTH OR 5000 HR COMPREHENSIVE , \$200  
 DEDUCTIBLE PER OCCURRENCE, FIRST 12 MONTHS IS STANDARD  
 FULL MACHINE WARRANTY. TRAVEL & MILEAGE THE FIRST 12 MONTHS  
 FOR WARRANTABLE REPAIRS ONLY .

FINANCING RATE OF 2.75%, SUBJECT TO APPROVAL. CUSTOMER OPTION

OPTION FOR SERVICE AGREEMENT AVAILABLE. 2 OPTIONS THAT CAN  
 BE FIGURED AFTER PURCHASE ORDER IS SIGHNED,  
 OPTION #1 MARTIN CARE  
 OPTION #2 MARTIN MAX

DELIVERY MIDDLE OF NOVEMBER BUT SUBJECT TO CHANGE

THANKS AGAIN FOR YOUR TRUST IN MARTIN EQUIPMENT  
 GARY MILLION

**Total: 187,000.00**

**TRADE ALLOWANCES**

TIV #	Year	Make	Model	Serial #	Trade Allowance
1DW544KZLGF677312	2016	JOHN DEERE	544K	1DW544KZLGF677312	72000.00
<b>Total Trade Allowances :</b>					<b>72,000.00</b>

**QUOTE SUMMARY**

<b>Total Sale Price :</b>	<b>187,000.00</b>
<b>Less Trade Allowance :</b>	<b>72,000.00</b>
<b>Additional Taxable Items :</b>	<b>0.00</b>
<b>Subtotal:</b>	<b>115,000.00</b>
<b>Sales Tax :</b>	<b>0.00</b>
<b>Additional Nontaxable Items :</b>	<b>0.00</b>
<b>Total :</b>	<b>115,000.00</b>

**Acceptance Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

All quotations contingent upon strikes, delays, and conditions beyond our control. Prices subject to change with or without notice.  
 All prices are subject to expiration of any current sales programs and incentives.