

**NOTICE OF OPEN MEETING & VOTE TO
CLOSE PART OF THE MEETING
A G E N D A
COUNCIL MEETING
City of Moberly
City Council Room – Moberly City Hall
101 West Reed Street
July 06, 2021
6:00 PM**

Posted: 7/1/2021, 4:30 p.m.

Pledge of Allegiance

Roll Call

Approval of Agenda

Approval of Minutes

1. Approval of Minutes.

Recognition of Visitors

Communications, Requests, Informational Items

2. A Request From Moberly School Senior High School To Hold Their Annual Homecoming Parade On September 24, 2021.
3. A Request From Kristina Flores To Hold Their Annual SIDS Awareness 5K On August 16, 2021.

Public Hearing and Receipt of Bids

4. Receipt Of Bids From The State Contract For A Rubber Tire Loader.
5. Receipt Of Bids For Two Patrol Cars And One SUV For The Moberly Police Department.

Ordinances & Resolutions

6. An Ordinance Approving A First Amendment To Cooperative Funding Agreement Between The Downtown Moberly Community Improvement District And The City Of Moberly For Improvements To The Fennel Complex.
7. An Ordinance Accepting Change Order No. 6 In The Amount Of \$1,458.32 To The Morley Street Sidewalk Improvement Project.
8. An Ordinance Amending City Code Sections 14-23 And 14-25 Relating To Conveyance Of Cemetery Lots.
9. A Resolution Accepting The Bid Of Moberly Motors For Three Police Vehicles In The Total Amount Of \$92,522.00.
10. A Resolution Accepting The Bid Of Altorfer, Inc., For A 2021 Cat 926m Wheel Loader And Authorizing The Purchase For \$175,825.00.
11. A Resolution Approving Grant Funding To Area Civic And Charitable Organizations And Authorizing The City Manager To Execute Annual Service Agreements With Area Civic And Charitable Organizations.
12. A Resolution Accepting A Permanent Stormwater Easement From MFA Oil Company.
13. A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

Official Reports

Anything Else to Come Before the Council

14. Consideration For Approval Of A New Liquor Application.
15. Consideration Of A Motion To Adjourn To A Work Session Followed By A Closed Session To Discuss The Status Of Pending Real Estate and Negotiated Contract. (Closed Statute 610.021) (2,12).

Adjournment

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

June 21, 2021

City of Moberly, Missouri Council Minutes

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

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

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

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

A motion was made by Kimmons and seconded by Kyser to approve the minutes of the June 7, 2021 Council meeting as presented. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Mayor Jeffrey asked to entertain any motions to remove an item from the Consent Agenda for discussion. Hearing none, Mayor Jeffrey asked City Attorney, Randall Thompson, to read the consent agenda.

Resolution R1089 - "A RESOLUTION APPROVING AND AUTHORIZING AN AGREEMENT FOR SERVICES WITH THE MOBERLY AREA ECONOMIC DEVELOPMENT CORPORATION."

Resolution R1090 - "A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH SURVEYING & MAPPING, LLC FOR STORMWATER GPS MAPPING AND GIS DEVELOPMENT."

Resolution R1091 - "A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH JACOBS ENGINEERING GROUP, INC., FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO SILVA LANE."

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

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

Brubaker introduced **"A RESOLUTION AUTHORIZING THE CITY OF MOBERLY TO EXECUTE A CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT AND GRANTING FURTHER AUTHORITY"**

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

Kimmons introduced **"A RESOLUTION RATIFYING THE CITY MANAGER'S AGREEMENT WITH WILLIS BROS, INC., FOR EMERGENCY DRAINAGE WORK AT LAKEWOOD DRIVE"** and made a motion for it to be read. Davis seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Davis and seconded by Brubaker to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Davis introduced **"A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$1,791,008.21"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Kyser to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Monthly reports were received from various departments.

Kimmons made a motion to table the Appointment to the Airport Advisory Board until the July 6, 2021, Council Meeting. Davis seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

The following new and renewal liquor applications were submitted for approval:

Moberly Store, 300 West Rollins Street, Moberly, MO, submitted by Muazam Shafiq. (New Application)

D'Abolengo LLC, 2002 Silva Lane, Moberly, MO, submitted by April Elaine O'Haver.

Fiesta Bar & Grill, 104 W Wightman Street, Moberly, MO, submitted by Victoria Lopez.

Get It N Go Express South, 1730 South Morley Street, Moberly, MO, submitted by Jessica Wamsley.

Lucky's Last Resort, 1401-1403 South Morley Street, Moberly, MO, submitted by Richard Stuck.

Lula's Next Door, Inc. (Lula's Tavern), 112 West Carpenter Street, Moberly, MO, submitted by Michael Lipperd.

Pizza Works, 319 North Morley Street, Moberly, MO, submitted by Kenneth Castagno.

Shady Tuesday's Bar & Grill, 400-402 West Reed Street, Moberly, MO, submitted by Anna Haney.

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

Present from the news media was Chuck Embree, Moberly Monitor Index.

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

Mayor Jeffrey reopened the meeting.

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

Work Session

The following was discussed at the work session:

A Change Order #6 For An Increase Of \$1,458.32 On The Morley Street Sidewalk Project #STP4500(207).

A Request From Kristina Flores To Hold Their Annual SIDS Awareness 5K on August 16, 2021.

A Resolution Accepting A Permanent Stormwater Easement From MFA Oil Company.

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

A Discussion Regarding Contingency Allocation #11 #12 and #13 from ESP for the Meter Project.

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

Receipt Of Bids For Two Patrol Cars And One SUV For The Moberly Police Department.

A Review Of The First Amendment To The Cooperative Funding Agreement For The Fennel Building Complex.

Receipt Of Bids From State Contract.

Councilman Kyser Asked For Discussion Of City Council To Instruct The Administrative Staff To Investigate And Report Back To The Council If An Annual Report Can Easily Be Created For Each Individual Employee Detailing Their Overall Compensation From The City.

Councilman Kyser Asked For Discussion Of Future Fiscal Year City Budget Salary Funding Options.

DRAFT

June 29, 2021

City of Moberly, Missouri Council Minutes

Council met in a special session at 11:00 a.m. in the City Hall Council Chambers with Mayor Jeffrey presiding.

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

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

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

Kyser introduced **"A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$412,494.73"** and made a motion for it to be read. Brubaker seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Brubaker to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced a bill for an ordinance entitled: **"AN ORDINANCE AMENDING THE BUDGET FOR THE CITY OF MOBERLY, MISSOURI FOR THE FISCAL YEAR JULY 1, 2020, THROUGH JUNE 30, 2021"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The bill having previously been made available for public inspection was read by title two times. Brubaker moved that the bill be enacted into an ordinance. Kimmons seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kimmons introduced a bill for an ordinance entitled: **"AN ORDINANCE AUTHORIZING AND APPROVING THE BUDGET FOR THE CITY OF MOBERLY, MISSOURI FOR THE FISCAL YEAR JULY 1, 2021, TO JUNE 30, 2022"** and moved that the bill be read two times by title for passage. Brubaker seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons and Kyser. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Brubaker seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons. Nays: Davis and Kyser.

The following renewal liquor applications were submitted for approval:

Bud's Place, 604 Concannon Street, Moberly, Missouri, submitted by Jessica Wamsley.

Get It N Go Express, 601 South Morley Street, Moberly, Missouri, submitted by Jessica Wamsley.

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

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

DRAFT

City of Moberly City Council Agenda Summary

Agenda Number: _____ #2.

Department: Police

Date: July 6, 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 Please approve this request.

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 _____			
	Mayor		
	M___ S___ Jeffrey	___	___
	Council Member		
	M___ S___ Brubaker	___	___
	M___ S___ Kimmons	___	___
	M___ S___ Davis	___	___
	M___ S___ Kyser	___	___
		Passed	Failed

Submit completed form with any attachments to:
Moberly Police Department
ATTN: Chief of Police

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: [Signature] Date 06-16-21
(Chief of Police)

City of Moberly City Council Agenda Summary

Agenda Number: #3.
 Department: Parks and Recreation
 Date: July 6, 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 16th, the race will begin at 7:00 pm and end by 9 pm. Map included.

Recommended

Action: Approve this request.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

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: #4.

Department: Public Works

Date: July 6, 2021

Agenda Item: Receipt of bids from state contract for a rubber tire loader.

Summary: We have been very happy with the John Deere loader we have had and the prices between Cat and JD came in very close together and all of the machines (Cat, Case & JD) compare well overall.

Staff has run the John Deere loaders for the last 10 years, and have been very happy with them, and I am sure they have made more updates and improvements. Staff also ran and operated a new Cat 926M as they were the most comparable in price. Staff would be happy with either the John Deere 544 or the Cat 926M. Case was over \$20K higher and was not evaluated. That leaves the following;

- Cost - The Cat is a couple of thousand less
- Warranty - Cat has \$0 deductible/fees vs. \$200/per call w/JD
- Delivery timing - Cat is can be on-site mid-July vs. October. Our warranty runs out on our current machine in Sept. we would need to purchase additional warranty to keep it covered.
- Local Vendor - while Altorfer isn't a Moberly based company, they do have a branch here in Moberly.

Recommended

Action: Accept these bids.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

WHEEL LOADER COMPARISON

	JD 544K	CAT 926M	CASE 621G
GROSS HP	174	170	172
GROSS TORQUE	568 LB-FT	601 LB-FT	538 LB-FT
LIFT HEIGHT TO PIN	12' 9"	12' 10"	12' 6"
TIPPING LOAD	23,065 lbs	19,574 LBS	19,266 LBS
MICHELIN 20.5X25 RADIAL TIRES	YES	YES	NOT LISTED
OPERATING WEIGHT	30,520 LBS	28,193 LBS	28,159 LBS
WHEELBASE	9' 7"	9' 10"	9' 5"
GROUND CLEARANCE	15.7"	16"	15.3 "
LED WORK LIGHTS	YES	YES	YES
LOCKING FRONT DIFFERENTIAL	YES	YES	YES
JOYSTICK CONTROLS	YES	YES	YES
3 POSITION HYDRAULICS	YES	YES	YES
RIBBED TIRE CONTROL	YES	YES	YES
AIR SUSPENSION SEAT	YES	YES	YES
REAR VIEW CAMERA	YES	YES	YES
HEATED EXTERIOR MIRRORS	YES	YES	YES
POWER MIRRORS	YES	YES	NOT LISTED
FULL WIDTH FENDERS	YES	YES	YES
REAR HITCH	YES	YES	NOT LISTED
BACK UP ALARM	YES	YES	YES
THROTTLE LOCK	YES	YES	NOT LISTED
JRB HYDRAULIC COUPLER	YES	YES	YES
JRB 4/1 BUCKET	YES	YES	YES
PARTS & REPAIR MANUAL	YES	YES	NOT LISTED
REVERSING FAN	YES	YES	YES
LIMITED SLIP REAR DIFFERENTIAL	YES	YES	YES
TOP SPEED	24.8 MPH	25 MPH	24 MPH
Z-BAR TYPE LIFT	YES	YES	YES

	JD 544K	CAT 926M	CASE 621G
LED STROBE LIGHT	YES	YES	NOT LISTED
REAR OBJECT DETECTION	YES	YES	NOT LISTED
BLOCK HEATER	YES	YES	YES
OIL SAMPLING PORTS	YES	YES	YES
5 YEAR(5000 HR) WARRANTY	YES(\$200 DEDUCTIBLE PER OCCURRENCE)	YES(O DEDUCTIBLE)	NO(3 YEAR,3000 HR)
Estimated Delivery Date	Oct-Nov 2021	Jul-21	Oct-Nov 2021
PRICE FOB CITY STREET BARN	\$178,000.00	\$175,825.00	\$194,304.60
Trade-in value	72,000.00		

When estimating re-sale value of current loader at \$95,000+, and plan to sell on our own, so all machines should be considered at the FOB Street Barn figure



June 21, 2021

City of Moberly
101 West Reed St
Moberly, MO 65270



Attention: City of Moberly

We are pleased to provide the following proposal for your review:

One (1) New CAT® 926M Wheel Loader

Includes the following standard equipment and options:

- | | |
|---|---|
| Pressurized, Sound Suppressed ROPS/FOPS Cab | CAT C7.1 Tier 4 Final Diesel Engine |
| Comfort Air Suspension Fabric Seat | ACERT™, Turbocharged, & Aftercooled |
| Air Conditioner & Heater/Defroster | 120V Engine Block Heater |
| Internal & External Heated Rear View Mirrors | 1000 CCA Batteries |
| Front & Rear Sun Visor | Ether Starting Aid |
| AM/FM Radio w/ Bluetooth | Hydrostatic Transmission (4 Speed Ranges) |
| Parallel Lift, Z-Bar Loader Linkage | Front Axle w/ Differential Lock |
| Ride Control | Limited Slip Rear Differential |
| Back-Up Alarm | 20.5-R25 Michelin XTLA L2 Tires |
| Load Sensing Hydraulics & Steering System | Fenders |
| Three-Valve Hydraulics | Front & Rear LED Work Lights |
| Joystick Implement Control w/ Directional Control | Counterweight |
| Proportional Control Roller Switch | Rearview Camera |
| Automatic Bucket Positioner/ Kickout | CAT Product Link Ready |
| JRB Hydraulic Quick Coupler | Reversing Cooling Fan |
| JRB 2.5 yd³ MP Bucket | |
| Power Side Mirrors | |

Equipment Protection Plan (EPP)

Includes 12-Months Premier & 60-Months / 5,000 SMH Premier EPP.

2021 Budgetary Pricing \$ 174,894.00

Options To Consider:

- LED Beacon \$ 281
 - Parts & Service Manuals \$ 650 (CD Option)
 - ~~Object Detect System \$ 6,682~~ to be installed at dealership ~~DELETE~~
- +931 OPTIONS*

- Sales Tax Additional, if applicable.

Sourcwell Budgetary Pricing

	CAT 926M
List Price	\$239,160.00
Less Sourcwell Discount	(57,399.00)
Subtotal	\$181,761.00
Tax Exempt	0.00
60 Months / 5,000 Premier EPP	4,470.00
Setup / Assembly (Includes Coupler Install)	2,700.00
Freight / Delivery	1,200.00
Reversing Fan + Install	2,923.00
JRB Coupler + JRB MP Bucket	19,021.00
Subtotal	212,075.00
Less Altorfer Discount	(37,181.00)
Net Purchase Amount	\$174,894.00



We appreciate the opportunity to submit this proposal, and trust that it will merit your favorable consideration.

Sincerely,

~~\$174,894.00
 + 931 OPTIONS

 \$ 175,825.00~~

Brett Peters
 Machine Sales Representative
 Altorfer Cat
 Moberly MO

3



Martin Equipment
6787 County Road 312
Palmyra, MO 63461

Quote Issued To : CITY OF MOBERLY
MOBERLY CITY HALL
MOBERLY , MO , 65270
660-269-8705

Quote Issued By : Millon, Gary

QUOTATION
Quote # : 9012246
Issue Date : 6/30/2021
Expire Date : 7/9/2021
Est Delivery : 11/26/2021
FOB : MOBERLY, MO

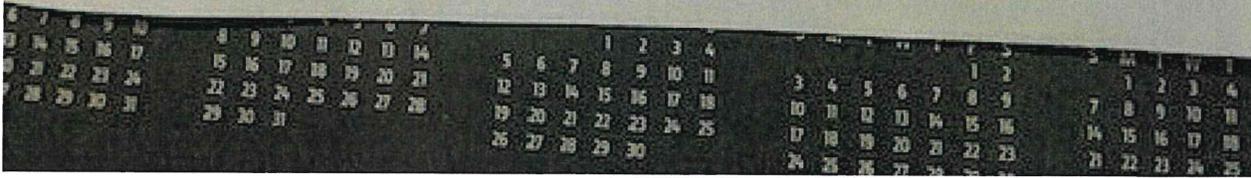
10

ITEMS LISTED FOR SALE

Item #	Year	Make	Model	Serial #	Hours	List Price	Sale Price
	2021	JD	544	(TBD)	0	265,000.00	178,000.00
<ul style="list-style-type: none"> 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 Fil 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 Hydra 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 Tires Rear Hitch and Counterweight Transmission and Bottom Guards 							
OIL SCANS DURING WARRANTY PERIOD							

17

4



TRM/GEM 644P- 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 SIGNED.
 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: 178,000.00

TRADE ALLOWANCES

TIV #	Year	Make	Model	Serial #	Trade Allowance
Total Trade Allowances :					0.00

QUOTE SUMMARY

Total Sale Price :	178,000.00	← SALE PRICE
Less Trade Allowance :	72,000.00	
Additional Taxable Items :	0.00	<u>NO TRADE</u>
Subtotal:	106,000.00	
Sales Tax :	0.00	
ditional Nontaxable Items :	0.00	
Total :	106,000.00	

Signature: _____ Date: _____

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.

City of Moberly City Council Agenda Summary

Agenda Number: #5.

Department: Police

Date: July 6, 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 \$92,522.

Recommended

Action: Please approve this request.

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	Mayor		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M__ S__ Jeffrey	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution	Council Member		
<input checked="" type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	M__ S__ Brubaker	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M__ S__ Kimmons	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M__ S__ Davis	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M__ S__ Kyser	<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 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 - ^{Patrol} Pkg Wiring Prep

\$ _____

+ 1,800 ea

HAWE - 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

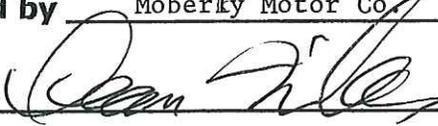
We propose to furnish (2) 2021-2022 four-door Police Vehicle as per the City's specifications, for

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



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: _____ #6.

Department: Comm. Dev.

Date: July 6, 2021

Agenda Item: An Ordinance Approving A First Amendment To Cooperative Funding Agreement Between The Downtown Moberly Community Improvement District And The City Of Moberly For Improvements To The Fennel 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 ¹
\$ 5,000	Remaining materials for J.T. Cross roof/structure ²	District
\$20,000	Multi-stall Restrooms In Pro Auto Building	District
\$ 4,000	Materials (only) for extension of 2" water line ³	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.

Recommended

Action: Approve this ordinance.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A FIRST AMENDMENT TO COOPERATIVE FUNDING AGREEMENT BETWEEN THE DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT AND THE CITY OF MOBERLY FOR IMPROVEMENTS TO THE FENNEL COMPLEX.

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

SECTION ONE: The Downtown Moberly Community Improvement District (the “District”) and the City of Moberly (“City”) previously negotiated a Cooperative Funding Agreement for mutual cooperation and to share the costs of improvements to the Fennel Complex which Agreement was authorized by this Council in Ordinance #9658.

SECTION TWO: The City and the District have now negotiated a First Amendment to Cooperative Funding Agreement (the “Agreement”) for mutual cooperation and to share additional costs of improvements to the Fennel Complex as described in the attached Agreement.

SECTION THREE: The City Council hereby approves the First Amendment to Cooperative Agreement and hereby authorizes the Mayor of Moberly to execute said Agreement on behalf of the City and grants such further authority as may be necessary to carry out the intent of this Ordinance.

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

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 6th day of July 2021.

ATTEST:

Presiding Officer at Meeting

Shannon Hance, City Clerk

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 ¹
\$ 5,000	Remaining materials for J.T. Cross roof/structure ²	District
\$20,000	Multi-stall Restrooms In Pro Auto Building	District
\$ 4,000	Materials (only) for extension of 2” water line ³	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: [Signature]
Secretary

THE CITY OF MOBERLY

By: _____
Jerry Jeffrey, Mayor

ATTEST:

City Clerk

City of Moberly City Council Agenda Summary

Agenda Number: #7.

Department: Public Works

Date: July 6, 2021

Agenda Item: An Ordinance Accepting Change Order No. 6 In The Amount Of \$1,458.32 To The Morley Street Sidewalk Improvement Project.

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

Recommended

Action: Approve this ordinance.

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	Mayor		
<input type="checkbox"/> Staff Report	<input checked="" type="checkbox"/> Proposed Ordinance	M__ S__ Jeffrey	<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	Council Member		
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M__ S__ Brubaker	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M__ S__ Kimmons	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M__ S__ Davis	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M__ S__ Kyser	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other			
		Passed	Failed	

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING CHANGE ORDER NO. 6 IN THE AMOUNT OF \$1,458.32 TO THE MORLEY STREET SIDEWALK IMPROVEMENT PROJECT.

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

SECTION ONE: This council authorized the Morley Street Sidewalk Improvement Project Improvement project by Ordinance No. 9593.

SECTION TWO: Change Order #6 in the amount of an additional sum of \$1,458.32 for 7” paved approach and a 3” concrete median strip has been presented to the City and approved by MoDOT.

SECTION THREE: The Moberly City Council hereby accepts Change Order #6 and authorizes the City Manager to execute the Change Order on behalf of the City and to pay the increased amount and grants additional authority to take such actions as may be necessary to carry out the intent of this Ordinance.

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

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 6th day of July, 2021.

ATTEST:

Presiding Officer at Meeting

Shannon Hance, City Clerk

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	
TOTALS:							\$1,458.32	\$0.00

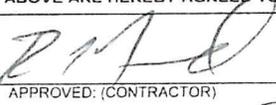
3. SETTLEMENT FOR COST OF THE ABOVE CHANGE TO BE MADE AT CONTRACT UNIT PRICES, EXCEPT AS NOTED:
 N/A

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: #8.

Department: Public Works

Date: July 6, 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: Approve this ordinance.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

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 internment 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

City of Moberly City Council Agenda Summary

Agenda Number: #9.

Department: Police

Date: July 6, 2021

Agenda Item: A Resolution Accepting The Bid Of Moberly Motors For Three Police Vehicles In The Total Amount Of \$92,522.00.

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 \$92,522.

Recommended

Action: Please approve this request.

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	Mayor		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M__ S__ Jeffrey	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution	Council Member		
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	M__ S__ Brubaker	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M__ S__ Kimmons	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M__ S__ Davis	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M__ S__ Kyser	<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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION ACCEPTING THE BID OF MOBERLY MOTORS FOR THREE POLICE VEHICLES IN THE TOTAL AMOUNT OF \$92,522.00.

WHEREAS, the City of Moberly Police Department requested bids from four car dealerships and published a request for bids in the Moberly Monitor Index for two new patrol sedans and one patrol SUV; and

WHEREAS, Moberly Motors was the only responsive bidder with a bid of \$58,628.00 for two Dodge Charger AWD Police Package Sedans and a bid of \$33,894.00 for one Ford SUV; and

WHEREAS, the Moberly Police Department recommends acceptance of the Moberly Motors bid and authority to immediately purchase the new police vehicles.

NOW THEREFORE, the Moberly, Missouri, City Council accepts the bid of Moberly Motors and authorizes the City Manager or his designee to purchase the three police vehicles described herein for the total price of \$92,522.00 and granting further authority for all actions as may be necessary to carry out the intent 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

City of Moberly City Council Agenda Summary

Agenda Number: #10.

Department: Public Works

Date: July 6, 2021

Agenda Item: A Resolution Accepting The Bid Of Altorfer, Inc., For A 2021 Cat 926m Wheel Loader And Authorizing The Purchase For \$175,825.00.

Summary: We have been very happy with the John Deere loader we have had and the prices between Cat and JD came in very close together and all of the machines (Cat, Case & JD) compare well overall.

Staff has run the John Deere loaders for the last 10 years, and have been very happy with them, and I am sure they have made more updates and improvements. Staff also ran and operated a new Cat 926M as they were the most comparable in price. Staff would be happy with either the John Deere 544 or the Cat 926M. Case was over \$20K higher and was not evaluated. That leaves the following;

- Cost - The Cat is a couple of thousand less
- Warranty - Cat has \$0 deductible/fees vs. \$200/per call w/JD
- Delivery timing - Cat is can be on-site mid-July vs. October. Our warranty runs out on our current machine in Sept. we would need to purchase additional warranty to keep it covered.
- Local Vendor - while Altorfer isn't a Moberly based company, they do have a branch here in Moberly.

Recommended

Action: Approve this resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

Roll Call Aye Nay

<input type="checkbox"/> Memo <input type="checkbox"/> Staff Report <input type="checkbox"/> Correspondence <input type="checkbox"/> Bid Tabulation <input type="checkbox"/> P/C Recommendation <input type="checkbox"/> P/C Minutes <input type="checkbox"/> Application <input type="checkbox"/> Citizen <input type="checkbox"/> Consultant Report	<input type="checkbox"/> Council Minutes <input type="checkbox"/> Proposed Ordinance <input checked="" 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 _____	<p>Mayor</p> <p>M___ S___ Jeffrey ___ ___</p> <p>Council Member</p> <p>M___ S___ Brubaker ___ ___</p> <p>M___ S___ Kimmons ___ ___</p> <p>M___ S___ Davis ___ ___</p> <p>M___ S___ Kyser ___ ___</p> <p style="text-align: right;">Passed Failed</p>
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BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION ACCEPTING THE BID OF ALTORFER, INC., FOR A 2021 CAT 926M WHEEL LOADER AND AUTHORIZING THE PURCHASE FOR \$175,825.00.

WHEREAS, the Moberly Public Works Department investigated options available to it to replace a loader used for various purposes within the department and determined using Missouri state bids was the most economical; and

WHEREAS, the state has negotiated a purchase price of \$175,825.00 for a CAT 926M Wheel Loader which is available to the city from Altorfer, Inc., and which pursuant to Sec. 2-435 (4) of the City Code is a cooperative purchasing exception to the city’s purchasing rules; and

WHEREAS, the Moberly Public Works department recommends acceptance of the Altorfer, Inc., bid in the amount of \$175,825.00.

THEREFORE, the Moberly, Missouri, City Council accepts the bid of Altorfer, Inc., and authorizes the City Manager or his designee to purchase the specified equipment for the price of \$175,825.00 and further authorizes the City Manager to take such other necessary action to carry out the intent of this Resolution.

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

Presiding Officer at Meeting

ATTEST:

City Clerk

WHEEL LOADER COMPARISON

	JD 544K	CAT 926M	CASE 621G
GROSS HP	174	170	172
GROSS TORQUE	568 LB-FT	601 LB-FT	538 LB-FT
LIFT HEIGHT TO PIN	12' 9"	12' 10"	12' 6"
TIPPING LOAD	23,065 lbs	19,574 LBS	19,266 LBS
MICHELIN 20.5X25 RADIAL TIRES	YES	YES	NOT LISTED
OPERATING WEIGHT	30,520 LBS	28,193 LBS	28,159 LBS
WHEELBASE	9' 7"	9' 10"	9' 5"
GROUND CLEARANCE	15.7"	16"	15.3 "
LED WORK LIGHTS	YES	YES	YES
LOCKING FRONT DIFFERENTIAL	YES	YES	YES
JOYSTICK CONTROLS	YES	YES	YES
3 POSITION HYDRAULICS	YES	YES	YES
RIBBED TIRE CONTROL	YES	YES	YES
AIR SUSPENSION SEAT	YES	YES	YES
REAR VIEW CAMERA	YES	YES	YES
HEATED EXTERIOR MIRRORS	YES	YES	YES
POWER MIRRORS	YES	YES	NOT LISTED
FULL WIDTH FENDERS	YES	YES	YES
REAR HITCH	YES	YES	NOT LISTED
BACK UP ALARM	YES	YES	YES
THROTTLE LOCK	YES	YES	NOT LISTED
JRB HYDRAULIC COUPLER	YES	YES	YES
JRB 4/1 BUCKET	YES	YES	YES
PARTS & REPAIR MANUAL	YES	YES	NOT LISTED
REVERSING FAN	YES	YES	YES
LIMITED SLIP REAR DIFFERENTIAL	YES	YES	YES
TOP SPEED	24.8 MPH	25 MPH	24 MPH
Z-BAR TYPE LIFT	YES	YES	YES

	JD 544K	CAT 926M	CASE 621G
LED STROBE LIGHT	YES	YES	NOT LISTED
REAR OBJECT DETECTION	YES	YES	NOT LISTED
BLOCK HEATER	YES	YES	YES
OIL SAMPLING PORTS	YES	YES	YES
5 YEAR(5000 HR) WARRANTY	YES(\$200 DEDUCTIBLE PER OCCURRENCE)	YES(O DEDUCTIBLE)	NO(3 YEAR,3000 HR)
Estimated Delivery Date	Oct-Nov 2021	Jul-21	Oct-Nov 2021
PRICE FOB CITY STREET BARN	\$178,000.00	\$175,825.00	\$194,304.60
Trade-in value	72,000.00		

When estimating re-sale value of current loader at \$95,000+, and plan to sell on our own, so all machines should be considered at the FOB Street Barn figure

City of Moberly City Council Agenda Summary

Agenda Number: #11.
 Department: Administration
 Date: July 6, 2021

Agenda Item: A Resolution Approving Grant Funding To Area Civic And Charitable Organizations And Authorizing The City Manager To Execute Annual Service Agreements With Area Civic And Charitable Organizations.

Summary: These are annual contracts that are authroized by Council each year. Staff is recommending to bring these agreements for the amount shown for final approval.

Moberly Area Council on the Arts	\$1,000
Moberly Area Chamber of Commerce	\$21,000
Senior Multipurpose Center	\$4,000
NOMO Foundation	\$1,000
Moberly Community Betterment	\$1,500

Recommended

Action: Approve This Resolution.

Fund Name: General Services/Audit Fees

Account Number: 100.013.5406

Available Budget \$: 0.00

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

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROVING GRANT FUNDING TO AREA CIVIC AND CHARITABLE ORGANIZATIONS AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANNUAL SERVICE AGREEMENTS WITH AREA CIVIC AND CHARITABLE ORGANIZATIONS.

WHEREAS, the city has received funding requests from various local civic and charitable organizations which provide valuable services to the city and its residents; and

WHEREAS, the City Council hereby authorizes funding of the following organizations in the amounts stated:

Moberly Area Council of the Arts	\$1,000.00
Moberly Area Chamber of Commerce	\$21,000.00
Senior Multipurpose Center	\$4,000.00
NOMO Foundation	\$1,000.00
Moberly Community Betterment	\$1,500.00; and

WHEREAS, annual service agreements with each named organization are to be executed prior to the transfer of any approved funding.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves funding of the named civic and charitable organizations in the amounts listed and further authorizes the City Manager to execute an annual service agreement with each organization prior to the transfer of any approved funding and to take such other and further actions necessary to carry out the intent 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

AGREEMENT FOR SERVICES TO BE RENDERED
BY
MOBERLY AREA COUNCIL ON THE ARTS

THIS AGREEMENT entered into this _____ day of _____, 20____, by and between the **CITY OF MOBERLY, MISSOURI**, hereinafter referred to as "**City**", acting by and through its City Council, hereinafter referred to as "**City Council**", and the **MOBERLY AREA COUNCIL ON THE ARTS**, a corporation formed and existing under the General Not For Profit Corporation Act of Missouri, hereinafter referred to as the "**MACA**".

RECITALS

- 1. Moberly Area Council On The Arts is organized for the purpose of promoting the arts and other cultural aspects of the community.
- 2. **City Council** is desirous of retaining and employing **MACA** and securing its services for the above stated purpose.

AGREEMENT

In consideration of the premises and the covenants and the promises hereinafter set forth, it is mutually agreed by the parties hereto as follows:

- 1. **MACA** will, and does, hereby undertake to carry out the following activities on behalf of **CITY** and to render the following services:
 - a. Promoting the arts and other cultural aspects of the community.
- 2. In consideration of the promises and of the services agreed to be performed by the **MACA**, the **CITY** agrees to pay the **MACA** the sum of **ONE THOUSAND DOLLARS AND NO CENTS (\$1,000.00)** annually.
- 3. The services of the **MACA** are to commence upon the 1st day of July, 2021 and shall be for a period expiring 30th day of June, 2022.

4. This agreement may be terminated by either party with just cause, provided that the terminating party shall give written notice to the other party at least three (3) months prior to termination of this agreement.

5. The execution and approval of this agreement by the **City Council** is not intended to and does not in any manner make the **MACA** an agent, agency, or servant of the City of Moberly, it being expressly understood that the **MACA** is in all respects an independent contractor, and the only liability of the **City Council** created by the terms of the agreement is the obligation to pay the **MACA** for services rendered.

6. **MACA** shall keep its books and records open for inspection at reasonable times by any persons or entities designated by the **CITY** to perform audits.

7. This agreement shall be effective upon execution by the parties herein.

The parties hereto have caused this agreement to be duly executed as of the _____ day of _____, 2021.

CITY OF MOBERLY

City Manager

ATTEST:

Shannon Hance, City Clerk

MOBERLY AREA COUNCIL OF THE ARTS

By: _____
Becky Kreek, President

Raey Gilmour, Vice President

Senior Americans Multipurpose Center

205 Farror Street

Moberly, Missouri 65270

June 23rd, 2021

City of Moberly

101 West Reed Street

Moberly, Missouri 65270

Dear City Manager and Moberly City Council Members:

The Senior Americans Multipurpose Center Board of Directors, Volunteers, Participants and Staff wish to thank you for your continued support of our program. As you know, our Senior Center provides congregate and home delivered meals five days a week to the elderly and disabled of Randolph County. In addition, other services include social activities, medical screenings, pharmacy plans, exercise, etc. All of these services are free, and meals are provided on a contribution basis. No one is denied our services because of inability to pay.

Our program continues to make every effort in helping those in need of our services, and it is only through community assistance that we can successfully meet this challenge. We are again requesting support from The City of Moberly. We are grateful that you recognize the value of our program to our senior citizens and disabled, and hope that you will continue to partner with our organization by extending our contract for the 2021/22 fiscal year. Attached is a report giving a breakdown of meals served, and activity units provided during the 2020/21 fiscal year. If you have any questions, please give me a call. Due to covid-19 we were closed until March 2021. We are now open .

Sincerely,

Rebecca DeMay

SAMC Administrator

Contract

The Senior Americans Multipurpose Center, 205 Farror Street, Moberly, Missouri, will provide 940 meals, the actual cost being \$7.49 to the elderly and disabled in Moberly for \$4,000.00 for our projected year July 1st, 2021 through June 30th 2022.

In addition to the above, 15,000 units of social service or more, one hour constituting a unit of service, will be provided at no charge for the project year.

With this contract the elderly and disabled will be provided health and welfare services which is the goal of the Senior Americans Multipurpose Center.

One hot nutritious meal will be provided to the homebound elderly or disabled in order to help maintain them in their own home. The mobile elderly or disabled will receive a hot nutritious meal at our local nutrition site, and a program of social activities will also be available to add to their well being.



SAMC Director

6-24-2021

Date

City Representative

Date

SENIOR AMERICANS MULTIPURPOSE CENTER
ANNUAL REPORT
JULY 1 , 2020-JUNE 30, 2021

NUTRITION PROGRAM

SITE MEALS	1958
HOME DELIVERED MEALS	<u>34445</u>
TOTAL MEALS PROVIDED	36403

ACTIVITIES AND VOLUNTEERS

	<u>UNITS PROVIDED</u>
PITCH	480
CHAIR DANCE CLASS	0
HEALTH SCREENINGS	0
CHURCH	0
BINGO	480
STAMP-UP CLASS	0
RED HATS	0
EXERCISE CLASS	0
COOLING CENTER	156
GUESS WHAT SHOP	675
SPECIAL ACTIVITIES	0
MOVIE NIGHT	0
BIBLE STUDY	0
VOLUNTEER HOURS	<u>22589</u>
TOTAL ACTIVITY UNITS	24380

***DUE TO COVID-19 MOST** Activities were unable to be held due to social distancing , we are now open and our activities are well under way.

****STARTING IN JUNE, WE WILL BE STARTING TO HAVE EDUCATIONAL CLASSES. WE HAVE ALREADY LINED UP CLASSES, WITH GUEST SPEAKERS, THAT WILL HIT ON SUBJECTS LIKE NUTRITION, SEVERAL INVOLVING PRESCRIPTION MEDICATIONS, HOSPICE CARE,PHONE SCAMS, DEALING WITH CHRONIC ILLNESS, ETC... WE ARE HOPING THAT PEOPLE WILL LEAVE HERE BOTH PHYSICALLY AND MENTALLY NOURISHED.**

**PUBLIC SERVICE AGREEMENT
BY AND BETWEEN
MOBERLY COMMUNITY BETTERMENT AND THE CITY OF MOBERLY, MISSOURI**

This Agreement, made and entered into this _____ day of _____ 2021, is by and between Moberly Community Betterment (hereinafter referred to as the "Contractor") and the City of Moberly, Missouri, (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, Moberly Community Betterment helps Missouri communities enhance their life through overall community development, planning and implementation.

WHEREAS, the City is a major investor in the program due to its interest in community development and planning: and

WHEREAS, Moberly Community Betterment programs traditionally require public subsidy, and

WHEREAS, the City and Moberly Community Betterment have agreed that the City's contribution shall be \$1,500.00 per fiscal year.

NOW THEREFORE, in consideration of mutual undertakings and mutual benefits from Moberly Community Betterment set forth, the Contractor and City agree as follows:

I. SCOPE OF SERVICES

The Contractor will provide the following services and improvements:

- A. Organizations-continue to facilitate promote and showcase meaningful community efforts for the community.
- B. Encouraging and participating in projects and events that improve the attractiveness of the area and which seek to enhance the quality of life for its citizens.
- C. Recruiting membership and soliciting volunteers who will seek creative partnerships and collaborations among civic, educational, religious, government as well as other entities in order to be successful.
- D. Initiating projects, when necessary, to meet the community's vision and goals.

II. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be for one year with the City's option to renew annually for an additional term. Exercise of the option to renew for an additional term shall be subject to the annual review of performance pursuant to the scope of services by the City Manager.

III. COMPENSATION AND METHOD OF PAYMENT

The City hereby agrees to compensate the Contractor for the services in Section I of this Agreement in the amount of \$1,500.00 annually. All compensation for Contractor services is subject to annual review and appropriation by the City Council.

IV. AUDIT, INSPECTION OF RECORDS, AND ANNUAL REVIEW

The Contractor shall permit an authorized representative of the City to inspect and audit all data and records of the Contractor related to their performance under this Agreement.

V. SUBCONTRACTS

The Contractor and City hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without prior written consent of the other party to the Agreement.

VI. NON-DISCRIMINATION PROVISIONS

The Contractor and its subcontractors will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed in good faith. The Contractor and its subcontractors will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.

VII. COMPLIANCE WITH THE LAW

All parties shall comply with all applicable federal, state, and local laws, ordinances, codes and regulations.

VIII. INTEREST OF LOCAL PUBLIC OFFICE

No member of the City Council of the City of Moberly, or any officer, employee, or agent of the City who exercises any functions or responsibilities in connection with review or approval of the work to which this Agreement pertains, shall have any personal interest, direct or indirect, in the Agreement or the proceeds thereof except as permitted by the laws of the State of Missouri.

IX. AMENDMENTS

In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both the City and the Contractor mutually agree, changes to the Agreement may be effected by placing them in written form and incorporating them in to this Agreement as an Amendment.

X. SEVERABILITY

It is mutually agreed that in case any provision of the Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of the Agreement shall remain in full force and effect.

XI. ENTIREMENT AGREEMENT

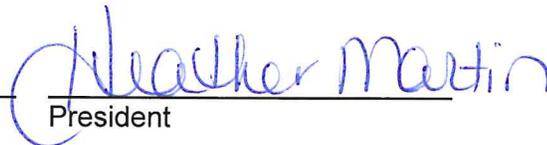
This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral, written, are hereby merged into and made part hereof, and are of no further force or affect.

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

City of Moberly, Missouri
A Municipal Corporation

Moberly Community Betterment

Brian Crane, City Manager



President

ATTEST:

Shannon Hance, City Clerk

Approved as to Form:

Randall Thompson, City Attorney

AGREEMENT FOR SERVICES TO BE RENDERED
BY
MOBERLY AREA CHAMBER OF COMMERCE

THIS AGREEMENT entered into this _____ day of _____, 20____, by and between the **CITY OF MOBERLY, MISSOURI**, hereinafter referred to as "**City**", acting by and through its City Council, hereinafter referred to as "**City Council**", and the **MOBERLY AREA CHAMBER OF COMMERCE**, a corporation formed and existing under the General Not For Profit Corporation Act of Missouri, hereinafter referred to as the "**MACC**".

RECITALS

1. Moberly Area Chamber of Commerce is organized for the purpose, among others, of promoting and supporting business, promoting the increase and the availability of employment, promoting the general economic welfare in Randolph County and Moberly and improving communications among the communities of the County.
2. **City Council** is desirous of retaining and employing **MACC** and securing its services for the above stated purpose.

AGREEMENT

In consideration of the premises and the covenants and the promises hereinafter set forth, it is mutually agreed by the parties hereto as follows:

1. **MACC** will, and does, hereby undertake to carry out the following activities on behalf of **CITY** and to render the following services:
 - a. The promotion, retention, and expansion of business presently operating in Moberly and Randolph County.
 - b. The taking of necessary steps to attract new business to Moberly and Randolph County

- c. The implementation of research projects designed to achieve the objects states in paragraphs (a) and (b) above.
- d. The promotion of through advertising and/or other means, of the natural resources, human resources, and other basic advantages of Moberly and Randolph County.
- e. The promotion of the Moberly area through various means with the intent of attracting visitors for the purpose of tourism and as new residents with the expected result of increased economic activity for the community.

2. In consideration of the promises and of the services agreed to be performed by the **MACC**, the **CITY** agrees to pay the **MACC** the sum of **TWENTY-ONE THOUSAND AND NO CENTS (\$21,000.00)** annually which sum is attributable to the services provided to the **CITY** by **MACC** as follows:

The Moberly Area Chamber of Commerce is being called upon to engage in City activities at a higher level than ever before. From Community Improvement District management and economic and real estate development, to tourism promotion and facilitation of Community Betterment activities, the Chamber is meeting and exceeding its mission and expectations. This is due, in no small part, to the creative and energetic work of a powerful team.

Technology: \$8,000

While the Chamber is a member-driven organization and the membership financial structure is under review, a substantial annual dues increase is not practical. In order to continue to support the City’s goals at ever increasing levels of involvement, the Chamber’s preexisting

activities need to be streamlined. Investment in proven industry technology will make the organization even more effective.

Personnel Management: \$6,500.00

The Chamber is excited to serve the City’s desire for increased tourism. While the Tourism Promotion Service Agreement entered into between the City and the Chamber provides funding for a Tourism Specialist and part-time administrative support, it did not address the management aspect required for personnel development or process improvement.

Ongoing Project Management: \$6,500.00

The Chamber’s engagement at the City and Regional level has increased exponentially as investment in our city grows. The CID social media and marketing agreement does not include the management of the website or investor outreach. As new ideas are naturally generated through ongoing collaboration with the City Council, in downtown Moberly and with MAEDC, the project management load continues to increase.

3. The services of the **MACC** are to commence upon the 1st day of July, 2021 and shall be for a period expiring the 30th day of June, 2022.

4. This agreement may be terminated by either party with just cause, provided that the terminating party shall give written notice to the other party at least three (3) months prior to termination of this agreement.

5. The execution and approval of this agreement by the **City Council** is not intended to and does not in any manner make the **MACC** an agent, agency, or servant of the City of Moberly, it being expressly understood that the **MACC** is in all respects an independent

contractor, and the only liability of the **City Council** created by the terms of the agreement is the obligation to pay the **MACC** for services rendered.

6. **MACC** shall keep its books and records open for inspection at reasonable times by any persons or entities designated by the **CITY** to perform audits.

7. This agreement shall be effective upon execution by the parties herein.

The parties hereto have caused this agreement to be duly executed as of the _____ day of _____, 20_____.

CITY OF MOBERLY

City Manager

ATTEST:

Shannon Hance, City Clerk

MOBERLY AREA CHAMBER OF COMMERCE

By: Heather Martin, President
Heather Martin, President

Tim Seidel, Vice President
Tim Seidel, Vice President

**PUBLIC SERVICE AGREEMENT
BY AND BETWEEN
NORTHERN MISSOURI COMMUNITY FOUNDATION, AND THE CITY OF MOBERLY,
MISSOURI**

This Agreement, made and entered into this ____ day of ____ 2021, is by and between Northern Missouri Community Foundation (hereinafter referred to as the “Contractor”) and the City of Moberly, Missouri, (hereinafter referred to as the “City”).

WITNESSETH:

WHEREAS, the Contractor has been created to assist the City create a charitable fund to support the issues and groups that benefit the Moberly community: and

WHEREAS, the City is a major investor in the program due to its interest in charitable giving in the Moberly community that benefits the City of Moberly: and

WHEREAS, Contractor programs traditionally require public subsidy, and

WHEREAS, the City and the Contractor have agreed that the City’s contribution shall be \$20,000.00 per fiscal year.

NOW THEREFORE, in consideration of mutual undertakings and mutual benefits from the Contractor. set forth, the Contractor and City agree as follows:

I. SCOPE OF SERVICES

The Contractor will provide the following services and improvements:

- A. Help local donors create charitable funds to support the issues and groups they care about in the Moberly community
- B. Provide tools and resources which help the city, individuals, families, businesses and not-for-profit agencies achieve their charitable purpose and financial goals
- C. Build endowments to insure that charitable donations are always available to support the Moberly community
- D. Allow city donors to benefit from the highest available tax deductions for charitable contributions
- E. Accept a variety of assets and facilitate tax efficient giving strategies for city projects
- F. Pool the assets of donors giving to funds to build community endowments in areas of interest in the Moberly community
- G. Foster giving in Moberly for city facilities and projects
- H. Serve as a source of information for donors about needs in our community
- I. Work with individuals interested in philanthropy in the Moberly community by providing an umbrella organization with 501(c)(3) tax free status
- J. Allow for efficient estate planning of charitable giving and tax efficient strategies for the Moberly community
- K. Work with business owners to transfer wealth in a tax efficient way and accommodate charitable giving in Moberly

- L. Promote the international transfer of wealth from one generation to the next, to the benefit of the City of Moberly.

II. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be for one year with the City's option to renew annually for an additional term. Exercise of the option to renew for an additional term shall be subject to the annual review of performance pursuant to the scope of services by the City Manager. The annual review date is the date first written above in each year of this Agreement. The City Manager, after the annual review of the scope of services, may exercise The City's option to renew this Agreement for an additional term. Regardless of the term and subsequent renewals, the provisions of this Agreement shall be reviewed by the Mayor and the City Council in its entirety 5 (five) years from the date of execution. All compensation for Contractor services is subject to annual review and appropriation by the City Council.

The services of the Contractor are to commence upon execution of this Agreement. All tasks defined in the Scope of Services shall be undertaken and implemented in such sequence as to assure the expeditious completion in the light of the purpose of the agreement.

III. COMPENSATION AND METHOD OF PAYMENT

The City hereby agrees to compensate the Contractor for the services in Section I of this Agreement in the amount of \$20,000.00 annually. All compensation for Contractor services is subject to annual review and appropriation by the City Council.

IV. AUDIT, INSPECTION OF RECORDS, AND ANNUAL REVIEW

The Contractor shall permit an authorized representative of the City to inspect and audit all data and records of the Contractor related to their performance under this Agreement.

V. SUBCONTRACTS

The Contractor and City hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without prior written consent of the other party to the Agreement.

VI. REPRESENTATION ON BOARD

It is agreed the Contractor's Executive Board has been created to oversee the operation of Northern Missouri Community Foundation, and the City will possess one voting position on the Executive Board consisting of any designee of the City Manager.

VII. NON-DISCRIMINATION PROVISIONS

The Contractor and its subcontractors will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed in good faith. The Contractor and its subcontractors will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.

VIII. COMPLIANCE WITH THE LAW

All parties shall comply with all applicable federal, state, and local laws, ordinances, codes and regulations.

IX. INTEREST OF LOCAL PUBLIC OFFICE

No member of the City Council of the City of Moberly, or any officer, employee, or agent of the City who exercises any functions or responsibilities in connection with review or approval of the work to which this Agreement pertains, shall have any personal interest, direct or indirect, in the Agreement or the proceeds thereof except as permitted by the laws of the State of Missouri.

X. AMENDMENTS

In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both the City and the Contractor mutually agree, changes to the Agreement may be effected by placing them in written form and incorporating them in to this Agreement as an Amendment.

XI. SEVERABILITY

It is mutually agreed that in case any provision of the Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of the Agreement shall remain in full force and effect.

XII. ENTIREMENT AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral, written, are hereby merged into and made part hereof, and are of no further force or affect.

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

City of Moberly, Missouri
A Municipal Corporation

Northern Missouri Community
Foundation

Jerry Jeffrey, Mayor

Bob Riley, President

Brian Crane, City Manager

Ron Callis, Treasurer

ATTEST:

Shannon Hance, City Clerk

Approved as to Form:

Randall Thompson, City Attorney

City of Moberly City Council Agenda Summary

Agenda Number: _____ #12.

Department: Administration

Date: July 6, 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: Approve this resolution

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION ACCEPTING 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

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: _____
Department: City Clerk
Date: July 6, 2021

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

Summary: Appropriation Resolution.

Recommended

Action: Please approve this Resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$721,045.95.

WHEREAS, the funds are to be disbursed as follows;

SECTION 1: There is hereby appropriated out of the **General Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 6, 2021 in the amount of \$644,083.44.

SECTION 2: There is hereby appropriated out of the **Payroll Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 6, 2021 in the amount of \$1,042.00.

SECTION 3: There is hereby appropriated out of the **Heritage Hills Golf Course Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 6, 2021 in the amount of \$5,000.00.

SECTION 4: There is hereby appropriated out of the **Parks and Recreation Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 6, 2021 in the amount of \$28,638.68.

SECTION 5: There is hereby appropriated out of the **Airport Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 6, 2021 in the amount of \$917.00.

SECTION 6: There is hereby appropriated out of the **Veteran Memorial Flag Project Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 6, 2021 in the amount of \$128.69.

SECTION 7: There is hereby appropriated out of the **Utilities OP & Maintenance Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 6, 2021 in the amount of \$35,188.31.

SECTION 8: There is hereby appropriated out of the **Emergency Telephone Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 6, 2021 in the amount of \$1,693.69.

SECTION 9: There is hereby appropriated out of the **Transportation Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 6, 2021 in the amount of \$25.50.

SECTION 10: There is hereby appropriated out of the **Street Improvement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 6, 2021 in the amount of \$4,328.64.

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

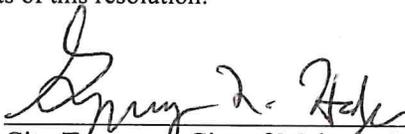
RESOLVED this 6th day of July 2021 by the Council of the City of Moberly, Missouri.

ATTEST:

Presiding Officer

City Clerk

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

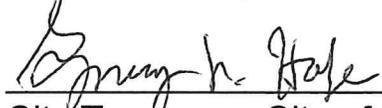


City Treasurer, City of Moberly, Missouri

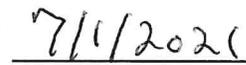
**EXPENSES PAID JUNE 25, 2021 - JULY 1, 2021 FOR THE
FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE
JULY 6, 2021 APPROPRIATION RESOLUTION TOTAL.**

General Fund	\$	644,083.44
Payroll Fund	\$	1,042.00
Heritage Hills Golf Course Fund	\$	5,000.00
Parks and Recreation Fund	\$	28,638.68
Airport Fund	\$	917.00
Veteran Memorial Flag Project Fund	\$	128.69
Utilities OP & Maintenance Fund	\$	35,188.31
Emergency Telephone Fund	\$	1,693.69
Transportation Trust Fund	\$	25.50
Street Improvement Fund	\$	4,328.64
Total	\$	721,045.95

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



City Treasurer, City of Moberly, Missouri



Date

ACCOUNTS PAYABLE CHECK REGISTER

#13.

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
24 DISBURSEMENTS										
86978		7/01/2021	5561	A & A OUTHOUSES & PUMPING LLC	160.00					
86979		7/01/2021	6502	ACTON ERIC	40.00					
86980		7/01/2021	4693	ADVANCED TURF SOLUTIONS	838.30					
86981		7/01/2021	6120	AMAZON CAPITAL SERVICES	148.29					
86982		7/01/2021	6	AMEREN MISSOURI	29.03					
86983		7/01/2021	1006	AQUA PRODUCTS KC	92.56					
86984		7/01/2021	30	WOOGEDY LLC	70.05					
86985		7/01/2021	17	AT&T 5001	1,693.69					
86986		7/01/2021	306	ATLANTIC SAFETY PRODUCTS	2,760.00					
86987		7/01/2021	15	AUSTIN COFFEE SERVICE	253.70					
86988		7/01/2021	6245	AZAVAR	437.21					
86989		7/01/2021	6495	BEAUDOIN PETER	100.00					
86990		7/01/2021	5176	BILLINGTON MARY	116.00					
86991		7/01/2021	6492	BLACKWELL DENISE	25.00					
86992		7/01/2021	2885	BOTKINS TRUCKING LLC	505.74					
86993		7/01/2021	6439	BRISCOE DRAKE	144.00					
86994		7/01/2021	424	BUTLER SUPPLY INC	89.49					
86995		7/01/2021	591	CASON BUILDING MAINTENANCE INC	2,063.70					
86996		7/01/2021	3063	CONLEY FOREST DO	160.00					
86997		7/01/2021	6493	COPAS GINA	25.00					
86998		7/01/2021	2645	CORE & MAIN LP	.00				VOID:	
86999		7/01/2021	2645	CORE & MAIN LP	10,194.36					
87000		7/01/2021	6473	DAWSON KENZIE	74.00					
87001		7/01/2021	6500	DEVENPORT GRACE	400.00					
87002		7/01/2021	6498	DOLL SHERI	25.00					
87003		7/01/2021	470	DOUGLAS CATHERINE PAIGE	400.00					
87004		7/01/2021	5791	DOUGLAS SUMMER H	90.00					
87005		7/01/2021	2959	DR PEPPER SNAPPLE GROUP	95.00					
87006		7/01/2021	6501	EMPSERV LLC	25.00					
87007		7/01/2021	695	ENGINEERING SURVEYS & SERVICES	642.00					
87008		7/01/2021	1527	ESRY DANIEL	365.00					
87009		7/01/2021	3652	FANNING KC	25.00					
87010		7/01/2021	3103	FASTENAL COMPANY	253.59					
87011		7/01/2021	6204	FOLEY TERRI L	5,000.00					
87012		7/01/2021	701	FOUR ACRES NURSERY INC	650.00					
87013		7/01/2021	2839	FUSION TECHNOLOGY LLC	1,265.96					
87014		7/01/2021	6250	GARBER JESSE	1,950.00					
87015		7/01/2021	5785	GEBHARDT ABIGAIL R	362.50					
87016		7/01/2021	3011	GLENN'S GARAGE DOORS LLC	92.00					
87017		7/01/2021	6187	GRAVES COREY	100.00					
87018		7/01/2021	6379	GREATLIFE MIDMO LLC	5,000.00					
87019		7/01/2021	6499	GULLY JASON	100.00					
87020		7/01/2021	6029	GUTHERIE FALLON	400.00					
87021		7/01/2021	103	HARRIS COMPUTER SYSTEMS	400.22					
87022		7/01/2021	1338	HAWKINS INC	3,695.66					
87023		7/01/2021	62	HILLYARD - COLUMBIA	858.96					
87024		7/01/2021	759	HUTCHINSON SALT COMPANY	2,084.74					
87025		7/01/2021	5591	INOVATIA LABORATORIES LLC	409.25					
87026		7/01/2021	5988	JEFFRIES TIMOTHY, CPA, PC	175.00					
87027		7/01/2021	992	KIWANIS OF MOBERLY	888.00					
87028		7/01/2021	579	LAND/CHARITON COUNTY CONCRETE	2,931.88					

ACCOUNTS PAYABLE CHECK REGISTER

#13.

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
87029	7/01/2021	1225	LATSON DOROTHY	86.88				
87030	7/01/2021	5614	MACQUEEN EMERGENCY GROUP	173.46				
87031	7/01/2021	679	MARTECK	112.50				
87032	7/01/2021	6441	MARTIN TAYLOR	132.00				
87033	7/01/2021	1639	MATTOX ADVERTISING CO	3,618.00				
87034	7/01/2021	1648	MCM SYSTEMS	1,879.00				
87035	7/01/2021	1688	MFA OIL COMPANY	13,229.94				
87036	7/01/2021	1136	MFA PROPANE	270.92				
87037	7/01/2021	1079	MISSION COMMUNICATIONS LLC	6,279.60				
87038	7/01/2021	604	MISSOURI MUNICIPAL LEAGUE	75.00				
87039	7/01/2021	72	MISSOURI PARK AND RECREATION A	583.00				
87040	7/01/2021	6442	MITCHELL COLBY	88.00				
87041	7/01/2021	1935	MOBERLY MONITOR INDEX	132.75				
87042	7/01/2021	1954	MOBERLY MOTOR COMPANY	167.36				
87043	7/01/2021	4906	MUTTER FARMS LLC	3,618.32				
87044	7/01/2021	6479	MYERS BROOKE	50.00				
87045	7/01/2021	6353	NOTLA FARMS	100.00				
87046	7/01/2021	366	PALMATORY'S	300.00				
87047	7/01/2021	2822	PEPSI-COLA	6,078.68				
87048	7/01/2021	2166	PERSONNEL EVALUATION INC	40.00				
87049	7/01/2021	5727	PEST PRO SOLUTIONS INC	190.00				
87050	7/01/2021	2596	PLUMB SUPPLY COMPANY-MOB	97.98				
87051	7/01/2021	6491	PURKEY KELLY	25.00				
87052	7/01/2021	5829	Q SECURITY SOLUTIONS LLC	165.60				
87053	7/01/2021	2198	RANDOLPH CO SHELTERED INDUSTRI	49.80				
87054	7/01/2021	5865	RETAIL STRATEGIES, LLC	40,000.00				
87055	7/01/2021	6497	RICHARDS JEAN	25.00				
87056	7/01/2021	2977	RICKETTS FARM SERVICE INC	762.60				
87057	7/01/2021	4801	ROBERTSON MAMMIE	25.00				
87058	7/01/2021	2158	ROTH EMMALEE	25.00				
87059	7/01/2021	5218	RSINET	180.00				
87060	7/01/2021	280	SCHIPPERS INTERNATIONAL TRUCK	540.35				
87061	7/01/2021	617	SCHULTE SUPPLY INC	1,159.44				
87062	7/01/2021	2684	SHERWOOD'S SIGNS LLC	177.50				
87063	7/01/2021	5700	STAPLES	.00				VOID:
87064	7/01/2021	5700	STAPLES	2,106.99				
87065	7/01/2021	6301	STLF DIESEL REPAIR LLC	429.42				
87066	7/01/2021	6503	TARR WHITNEY	45.00				
87067	7/01/2021	2640	THOMAS HILL PUBLIC WATER SUPPL	116.61				
87068	7/01/2021	4812	2RY ENTERPRISE LLC	3,470.00				
87069	7/01/2021	4223	TOOLS PLUS INDUSTRIES LLC	360.02				
87070	7/01/2021	642	TOWN & COUNTRY ABSTRACT CO	100.00				
87071	7/01/2021	4564	TURFMARK SERVICES LLC	1,750.00				
87072	7/01/2021	1562	UNITED FIRST AID & SAFETY,LLC	287.06				
87073	7/01/2021	2329	UNITED INDUSTRIES INC	392.82				
87074	7/01/2021	3760	UNITED STATES TREASURY	686.95				
87075	7/01/2021	2223	US CELLULAR	379.76				
87076	7/01/2021	2644	USA BLUE BOOK	1,794.60				
87077	7/01/2021	2646	VALIC	1,042.00				
87078	7/01/2021	6496	WIEDEMAN DAVID	250.00				
87079	7/01/2021	5878	WIEDEMAN DOZING LLC	205.00				
87080	7/01/2021	5925	WILLIS MARK	4,000.00				
87081	7/01/2021	6504	WILSON JUSTIN	100.00				

ACCOUNTS PAYABLE CHECK REGISTER

#13.

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
87082	7/01/2021	2772	WIRELESS USA	602.35				
87083	7/01/2021	1120	WOLF MARY	41.81				
87084	7/01/2021	6443	WOOLDRIDGE BRYN	230.00				
*20190887								
20190888	6/25/2021	1756	MIRMA	529,762.00				E-PAY
20190889	7/01/2021	2591	MOBERLY AREA ECONOMIC DEVELOPM	43,750.00				E-PAY

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

BANK TOTALS:	
OUTSTANDING	721,045.95
CLEARED	.00

BANK 24 TOTAL	721,045.95
VOIDED	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
100 GENERAL FUND	644,083.44	644,083.44	.00	.00
105 PAYROLL FUND	1,042.00	1,042.00	.00	.00
114 HERITAGE HILLS GOLF CRSE	5,000.00	5,000.00	.00	.00
115 PARKS & RECREATION FUND	28,638.68	28,638.68	.00	.00
120 AIRPORT FUND	917.00	917.00	.00	.00
140 VETERAN MEMORIAL FLAG PRJ	128.69	128.69	.00	.00
301 UTILITIES OP & MAINT	35,188.31	35,188.31	.00	.00
400 EMERGENCY TELEPHONE FUND	1,693.69	1,693.69	.00	.00
600 TRANSPORTATION TRUST FUND	25.50	25.50	.00	.00
601 STREET IMPROVEMENT FUND	4,328.64	4,328.64	.00	.00

ACCOUNTS PAYABLE CHECK REGISTER
*** CHECK SUMMARY ***

#13.

BANK#	BANK NAME	DESCRIPTION
24		DISBURSEMENTS
86978 Thru 87084		Accounts Payable Checks
20190888 Thru 20190889		Accounts Payable E-Pay

City of Moberly City Council Agenda Summary

Agenda Number: #14.

Department: City Clerk

Date: July 6, 2021

Agenda Item: Consideration For Approval Of A New Liquor Application.

Summary: **Vertigo Event Services LLC**, 315 West Coates Street, Moberly, MO, submitted by Tahlor Fowlkes.

Recommended

Action: Please approve this application.

ATTACHMENTS:	Role Call	Aye	Nay
<input type="checkbox"/> Memo	Mayor		
<input type="checkbox"/> Staff Report	M__ S__ Jeffrey	___	___
<input type="checkbox"/> Correspondence	Council Member		
<input type="checkbox"/> Bid Tabulation	M__ S__ Brubaker	___	___
<input type="checkbox"/> P/C Recommendation	M__ S__ Kimmons	___	___
<input type="checkbox"/> P/C Minutes	M__ S__ Davis	___	___
<input type="checkbox"/> Application	M__ S__ Kyser	___	___
<input type="checkbox"/> Citizen		Passed	Failed
<input type="checkbox"/> Consultant Report	<input checked="" type="checkbox"/> Other _____		