

**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
June 07, 2021
6:00 PM**

Posted:

Pledge of Allegiance

Roll Call

Approval of Agenda

Approval of Minutes

1. Approval of Minutes.

Recognition of Visitors

Communications, Requests, Informational Items & Consent Calendar

Public Hearing and Receipt of Bids

2. A Proposal for Downtown Marketing Plan for the Fennel Building Complex.

Consent Agenda

3. A Resolution Approving An Engagement Letter For Continued Special Legal Services; And Providing Further Authority.

4. A Resolution Authorizing the City Manager to Execute an Agreement for Professional Services with Kim Hoskins Environmental Consulting, LLC, D/B/A KIMHEC.

5. A Resolution Authorizing The City Manager To Enter Into An Agreement With Willis Brothers, Inc For Installation Of Blower Sleeves At The Wastewater Treatment Facility In The Amount Of \$76,000.00.

6. A Resolution Approving And Authorizing The City Manager To Execute The Second Amendment To The Agreement For Residential And Commercial Waste Collection With Advanced Disposal Services Solid Waste Midwest, LLC.

Ordinances & Resolutions

7. A Resolution Approving A Contract For The Purchase Of Real Estate Within Rothwell Park And Ratifying The Execution Of The Contract On Behalf Of The City.

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

Official Reports

Anything Else to Come Before the Council

9. Proposal from the Tourism Advisory Commission.

10. Consideration for approval of Renewal Liquor Applications.

11. Consideration of a Motion to Move the July 5, 2021 Council Meeting to July 6, 2021.

12. Consideration of a Motion to Adjourn to a Work Session followed by a Closed Session to discuss the status of pending real estate, personnel and negotiated contract. (Closed Statute 610.021) (2,3, 12).

Adjournment

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

May 17, 2021
City of Moberly, Missouri Council Minutes

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

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

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

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

A motion was made by Brubaker and seconded by Kyser to approve the minutes of May 3, 2021 Council meeting as presented. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Mayor Jeffrey presented a Proclamation to Carolee Hazlet honoring her for her work on the Historic Preservation Commission and other City Boards and naming her "Chairman Emeritus" of Moberly's Historic Preservation Commission.

A request was received from the Moberly Chamber of Commerce to have street closures that prohibits parking and lifting of the public consumption ordinance for Junk Junktion and the Gus Macker street basketball tournament on September 25-26, 2021. A motion was made by Kyser and seconded by Kimmons to approve the request. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

A request was received from the Moberly Rotary Club, Altrusa Club, Fraternal Order of Eagles and Knights of Columbus to hold their 15th Annual Railroad Days on June 16-19, 2021, to close certain roads, to have a beer garden in a closed area, and to hang a banner on the Rollins Street overpass and Morley Street overpass beginning in early May. A motion was made by Kimmons and seconded by Davis to approve the request. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kyser introduced a bill for an ordinance entitled: **"AN ORDINANCE ADOPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION TO APPROVE THE RE-ZONING APPLICATION OF HAYNES PROPERTY, LLC FOR PROPERTY LOCATED AT 301 E. MCKINSEY"** 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. Davis moved that the bill be enacted into an ordinance. Brubaker seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced a bill for an ordinance entitled: **"AN ORDINANCE AMENDING CHAPTER 26 OF THE MOBERLY CITY CODE BY ADOPTING ARTICLE V RELATING TO VACANT PROPERTY REGISTRATION"** and moved that the bill be read two times by title for

passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kyser moved that the bill be enacted into an ordinance. Davis seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kimmons introduced **"AN ORDINANCE AMENDING ARTICLE II, DIVISION 2 OF THE CITY CODE BY ADOPTING SECTION 2-68 RELATING TO ORDER OF BUSINESS AND ADOPTING SECTION 2-69 RELATING TO AGENDA PREPARATION"** and moved that the bill be read two times by title for passage. Davis seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The bill having previously been made available for public inspection was read by title two times. Davis moved that the bill be enacted into an ordinance. Kyser seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Davis introduced **"AN ORDINANCE APPROVING A COOPERATIVE FUNDING AGREEMENT BETWEEN THE DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT AND THE CITY OF MOBERLY FOR IMPROVEMENTS TO THE FENNEL COMPLEX"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Davis seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kyser introduced **"A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AGREEMENT WITH A & W COMMUNICATIONS, INC., FOR 911 EQUIPMENT"** and made a motion for it to be read. Davis seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Kyser to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced **"A RESOLUTION GRANTING AN EASEMENT TO THE UNION ELECTRIC COMPANY D/B/A AMEREN MISSOURI FROM THE CITY OF MOBERLY AND AUTHORIZING THE MAYOR OF MOBERLY TO EXECUTE THE EASEMENT ON BEHALF OF THE CITY OF MOBERLY"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Davis and seconded by Kimmons to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kimmons introduced **"A RESOLUTION ADOPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION TO APPROVE THE GRANTING OF A CONDITIONAL USE PERMIT TO**

MELISSA ANDERSON TO UTILIZE PROPERTY FOR OUTDOOR STORAGE OF LARGE VEHICLES AND BOATS" 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 Kyser and seconded by Kimmons to adopt the Resolution. Ayes: Jeffrey, Brubaker Kimmons, Davis and Kyser. Nays: none.

Davis introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH VANDEVANTER ENGINEERING/COGENT INC., FOR THE PURCHASE OF PUMPS AND EQUIPMENT FOR THE TAYLOR STREET CSO PUMP STATION"** 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.

Kyser introduced **"A RESOLUTION APPROVING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF MOBERLY AND MARK TWAIN REGIONAL COUNCIL OF GOVERNMENTS FOR EDA PROJECT NUMBER 05-79-06034"** 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.

Brubaker introduced **"A RESOLUTION APPOINTING DONALD RYAN AS EMERGENCY MANAGEMENT DIRECTOR OF THE CITY OF MOBERLY, MISSOURI"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Davis and seconded by Kimmons to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kimmons introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE MIXERS FOR SLUDGE HOLDING BASIN #1 AT THE WASTEWATER TREATMENT PLANT FROM HYDRO-KINETICS CORPORATION"** 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 Brubaker and seconded by Kyser 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 \$777,224.07"** 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 Davis to adopt the Resolution. Ayes: Jeffrey, Brubaker Kimmons, Davis and Kyser. Nays: none.

Monthly reports were received from various departments.

The following liquor applications were submitted for approval:

Rob Jeffries, Aldi Inc. #82, 400 Highway 24 East: *(Retail intoxicating liquor in excess of 5% alcohol, by package only; Retail intoxicating liquor in excess of 5% alcohol, package, Sunday Sales).*

Robert Bagby, B&B Theatres Moberly Five & Drive: *(Retail sale of all kinds of intoxicating liquor by drink, including package sales; Retail sale of all kinds of intoxicating liquor by drink on premises Sunday only (restaurant bar)).*

Jennifer Bach, Break Time #3071, 1210 Highway 24 East: *(Retail intoxicating liquor in excess of 5% alcohol, by package only; Retail intoxicating liquor in excess of 5% alcohol, package, Sunday Sales).*

Jennifer Bach, Break Time #3163, 1751 Urbandale Drive: *(Retail intoxicating liquor in excess of 5% alcohol, by package only; Retail intoxicating liquor in excess of 5% alcohol, package, Sunday Sales).*

Angela Taylor, Case 'N' Keg, 1802 South Morley Street: *(Retail intoxicating liquor in excess of 5% alcohol, by package only; Retail intoxicating liquor in excess of 5% alcohol, package, Sunday Sales).*

Henry Downen III, Casey's General Store #1121, 1222 Hurley Street: *(Retail intoxicating liquor in excess of 5% alcohol, by package only; Retail intoxicating liquor in excess of 5% alcohol, package, Sunday Sales).*

Henry Downen III, Casey's General Store #2003, 326 South Morley Street: *(Retail intoxicating liquor in excess of 5% alcohol, by package only; Retail intoxicating liquor in excess of 5% alcohol, package, Sunday Sales).*

Brande M. Blackwell, Coates Street Corner Grill, 320 W Coates Street: *(Retail sale of all kinds of intoxicating liquor by drink, including package sales).*

Mark T. Baker, FL59 Moberly, 600 East Highway 24: *(Retail intoxicating liquor in excess of 5% alcohol, by package only; Retail intoxicating liquor in excess of 5% alcohol, package, Sunday Sales).*

Chris Wertz, VFW Post 2654, 1347 South Morley Street: *(Retail sale of all kinds of intoxicating liquor by drink, including package sales; Sale of liquor by drink - Sunday - Certain Org. - MO Statutes 311.180).*

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

Members from the news media present were: Bob Ehle, KWIX/KRES Radio Station.

A motion was made by Kyser and seconded by Kimmons to adjourn to a work session followed by a closed session to discuss the status of pending real estate and personnel. (Closed Statute 610.021) (2,3). Roll call vote: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Mayor Jeffrey reopened the meeting.

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

Work Session

The following was discussed at the work session:

A Resolution Approving An Engagement Letter For Continued Special Legal Services; And Providing Further Authority.

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

A Resolution Approving And Authorizing The City Manager To Execute The Second Amendment To The Agreement For Residential And Commercial Waste Collection With Advanced Disposal Services Solid Waste Midwest, LLC.

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

A Discussion Regarding Authorization to Engage Willis Bros., Inc for Work at the Wastewater Treatment Facility to Replace the Blower Sleeves in Sludge Holding Basin #2.

A Discussion Regarding an Agreement for Pretreatment Program Assistance with Kim Hoskins Environmental Consulting, LLC d/b/a KimHEC.

Proposal from the Tourism Advisory Commission

Discussion Regarding Replacement of Digester #1 Liner at Wastewater Treatment Facility.

May 26, 2021

City of Moberly, Missouri Council Minutes

Council met in special session at 6:00 p.m. at the Moberly Municipal Building, large conference room, 204 North Clark Street, Moberly, Missouri with Mayor Jeffrey presiding.

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

Kyser introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR A HISTORIC PRESERVATION GRANT FUND GRANT FOR A NEW HISTORIC PRESERVATION PLAN"** and made a motion for it to be read. Davis seconded the motion. Ayes: Jeffrey, Kimmons, Davis and Kyser. Nays: none. Absent: Brubaker. 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, Kimmons, Davis and Kyser. Nays: none. Absent: Brubaker.

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

A joint work session of the City Council and City Department Heads was held. Council reviewed the proposed 2021/2022 Operating Budget.

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

June 2, 2021

City of Moberly, Missouri Council Minutes

Council met in a special session at 6:00 p.m. at the Moberly Municipal Building, large conference room, 204 North Clark Street, Moberly, Missouri with Mayor Jeffrey presiding.

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

Brubaker introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH J. OROS ENVIRONMENTAL, INC., FOR THE TAYLOR STREET CSO BASIN CLEAN-OUT AND THE BIOSOLIDS LAND APPLICATION"** and made a motion for it to be read. Kyser 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.

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

Work Session

The following was discussed at the work session:

A presentation of salary requests by the International Association of Firefighters Association Local 2671 was presented to the Council by Ross Dutton and Cory Putnam.

Discussion of revision #3 changes to the proposed 2021/2022 Operating Budget.

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#2.

Department: Comm. Dev.

Date: June 7, 2021

Agenda Item: A Proposal for Downtown Marketing Plan for the Fennel Building Complex.

Summary: A grant was applied for through the Mark Twain Regional Council of Government for a downtown marketing plan of the Fennel Building Complex. This grant is a 100% match at no cost to the City of Moberly. RFP was sent out to different entities and one proposal was received from McClure in the amount \$31,800. Prior to the grant funding availability City Staff had met with McClure and was in agreement with the concept they was presenting. City Staff is asking for acceptance of this proposal.

Recommended

Action: Accept this proposal

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey**

Council Member

M___ S___ **Brubaker**

M___ S___ **Kimmons**

M___ S___ **Davis**

M___ S___ **Kyser**

Passed Failed

PROPOSAL FOR

DOWNTOWN MARKETING PLAN

MARK TWAIN REGIONAL COUNCIL OF GOVERNMENTS

MOBERLY, MISSOURI

MAY 14, 2021



McCLURE™

RFP STATEMENTS

Request for Proposal Statements for Professional Services for Moberly Downtown Marketing Plan

McClure

1360 NW 121st Street, Clive, IA 50325

P 515.512-1457

42-0982931

PRIMARY POINT OF CONTACT

Clint Sloss

Economic Development Strategist

P 515.964.1229

F 515.964-2370

csloss@mcclurevision.com



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CLINT SLOSS

PROJECT MANAGER

515.964.1229

CSLOSS@MCCLUREVISION.COM



May 13, 2021

MS. ANNA GILL

Mark Twain Regional Council of Governments
242494 Delaware Lane
Perry, Missouri 63462

RE: REQUEST FOR PROPOSALS | DOWNTOWN MARKETING PLAN

Dear Ms. Gill and Selection Committee:

McClure has been making lives better since 1956. Our mission is to build relationships to help our clients be successful, and we measure our own success by the success of our clients and the vibrancy of the communities that we work in. Our interdisciplinary Community Development team of professionals is prepared to work with local leaders to identify a viable business concept for the Fennel Building complex, recruit an entrepreneur to implement our strategy and get this underutilized property back into productive use for the community. We will achieve success through the creation of an action-oriented plan that will produce a catalysis for further investment and growth.

We will first conduct multiple focus groups called community visioning sessions to help identify potential business concepts. Our team then takes the quantitative and qualitative data from the visioning sessions, as well as local studies and any other available information, to perform a full-scale capacity assessment. The assessment report will highlight the strengths of the community, and how we can apply these ideas to a number of potential business concepts for the Fennel Building complex. We will work with the leadership committee to help select the preferred business concept and create a business plan complete with conceptual drawings and the capital stack needed to make the plan a success. Once the business plan is completed, we will actively market the plan to entrepreneurs within Moberly and others interested to make the move to the community. We help identify any barriers to their success and provide recommendations to implement the strategy.

Since the time our firm was formed in 1956, McClure has consistently helped communities develop a vision and then take that vision to reality. We have accomplished this through our multi-disciplinary approach that combines our technical skills with our management, outreach, finance, and private sector expertise. This diverse skill set has allowed us to support communities like Moberly as they navigate these type of revitalization efforts, and we look forward to doing the same with your community.

On behalf of McClure,

CLINT SLOSS

ECONOMIC DEVELOPMENT STRATEGIST

P 515.964.1229

C 712.308.2484

csloss@mcclurevision.com

1360 NW 121st Street, Clive, Iowa 50325

P 515.964.1229 | mcclurevision.com

1. INTRODUCTION

Please review the provided statements to the questions presented under Section 1 **INTRODUCTION**:

- a. Our interdisciplinary Community Development team of professionals is prepared to work with local leaders to identify a viable business concept for the Fennel Building complex, recruit an entrepreneur to implement our strategy and get this underutilized property back into productive use for the community.
- b. McClure has received a Certificate of Good Standing from the Missouri Secretary of State's office on 7/11/2006 and was last re-certified 2/02/2021. Our identification number is F00750613. See Appendix A for record of said certificate.
- c. McClure has a track record of completing work on time and on budget with no formal complaints issued in the last five years. The Certificate of Good Standing was most recently re-certified 2/02/2021. See Appendix A for record of said certificate.
- d. McClure has not engaged in any unethical practices nor has there been any claims of unethical practices issued against our firm.
- e. McClure will be responsible for completion of the proposed service plan in section 4. for the cost summary presented in Section 5.
- f. See the cover letter on the previous page.
- g. See the signature of authorized staff member representing McClure on the previous page.

2. BACKGROUND & EXPERIENCE



Your vision. Engineered here.

We're engineers, yes – but also visioneers, driven to make lives better. We think like owners. We do whatever it takes to get your job from concept to completion. We help you navigate opportunities like funding and building public support for a project. Always adding value and imagining what's possible. Our engineering and planning expertise includes transportation, aviation, structures, water, wastewater, stormwater management, land development, landscape architecture, construction observation, administration, surveying, and community development.

Since 1956, McClure has grown to a firm of 190 professionals in ten offices located in Ankeny, Carroll, Clive (headquarters), North Liberty, Fort Dodge, Carroll, and Sioux City, Iowa; North Kansas City, Macon, and Columbia, Missouri; and Lenexa, Kansas. McClure has 60 Registered Professional Engineers, 12 Registered Land Surveyors, one Registered Landscape Architect, four LEED Accredited Professionals, one Certified Envision Sustainability Professional, and two AICP Certified Planners.

We are an employee-owned firm with at least one shareholder in each of our offices. Our team members embrace our core values — integrity, kindness, innovation, commitment, and fun and fulfilling. We are committed to providing outstanding project delivery services, personal communication, and innovative and cost-effective design.



COMMUNITY DEVELOPMENT

Where others see a declining community, we see a town with potential. A town where you can shape the future. A place to raise your family and launch a career. A home for the business you've only dreamed about until now. And a place where looking out for your neighbors is the norm.

But if these communities are to reach their potential, they need to look beyond their presumed destination and re-envision their collective future. **That's where we come in.** With our small town roots and technical expertise, we'll work alongside you to imagine your town's future and chart the path to make it a reality. Whether you need more housing, a refreshed downtown, or an overall vision for your community, we can't wait to help you realize your future.

OUR SERVICES

- Comprehensive planning
- Neighborhood planning
- Downtown revitalization
- Community outreach and engagement
- Housing needs assessments and action planning
- Housing feasibility/proforma development
- Owner's representation
- Economic development strategy
- Market analysis
- GIS analysis and interactive tools
- Marketing and branding
- Community relations
- Capital stack development

Please review the provided statements to the questions presented under Section 2 **BACKGROUND AND EXPERIENCE**:

- a. See description of McClure's history and other details from the narrative on the pages 3 and 4.
- b. The examples detailed in section 3 Specialized Knowledge represent a small collection of project examples that best align with the project in downtown Moberly. McClure also has extensive experience coordinating and administering federal projects with agencies such as the U.S. Department of Agriculture (USDA), Federal Highway Administration (FHWA), and the U.S. Army Corps of Engineers (USACE) on projects that include placemaking, lakefront stabilization, and highway design.
- c. McClure's Community Development team's current workload is sufficiently available to take on this project as we are in the process of closing out three long-term projects by the end of June 2021.
- d. McClure's cross-disciplinary approach strengthens all of our projects. Our clients benefit from having the unique experiences and perspectives of planners, engineers, landscape architects, finance experts, and developers. Our team regularly works across sectors to address the challenges facing our rural communities and to come up with actionable solutions. In fact, we believe in our solutions so much that we invest in development/redevelopment projects from time to time, walking the walk in reinvigorating smaller communities.
- e. McClure has three office locations in Missouri, including Columbia, Macon, and North Kansas City. Much of our previous work within the state has occurred within 150 miles of these office locations.
- f. At this time, we are not proposing the use of any subcontractors; however, this may change due to the selected business concept for the space. Any costs incurred will be assumed in our total budget and not add to our proposed fee in Section 5. Cost Summary.
- g. McClure is prepared to provide any additional information requested by Mark Twain Regional Council of Governments.

3. SPECIALIZED KNOWLEDGE



COMMUNITY WIDE PLACEMAKING ACTION PLAN

NEWTON, IOWA

PROJECT OVERVIEW

Newton (population: 15,147) is on the brink of major growth. There are strong signs already in a healthy housing market: developers showing interest in the rental market, the Centre for Arts & Artists (CAA) responding to artistic venue shortage by launching a capital campaign, and Des Moines Area Community College's continual march toward filling up the former Maytag Campus. What was most desired from the community was an expansion of the already successful CAA.

McClure identified five major projects: additional programming for the CAA, modernization of the existing Capital II Theater, a full service restaurant with upscale lounge, a brewery, and a day care.

To date, the Capital II Theater was updated in fall 2018, a new brewery opened in May 2019, and the renovations to the Historic Hotel Maytag were completed in June 2019 resulting in 45 units of workforce housing.

COMPLETION DATE

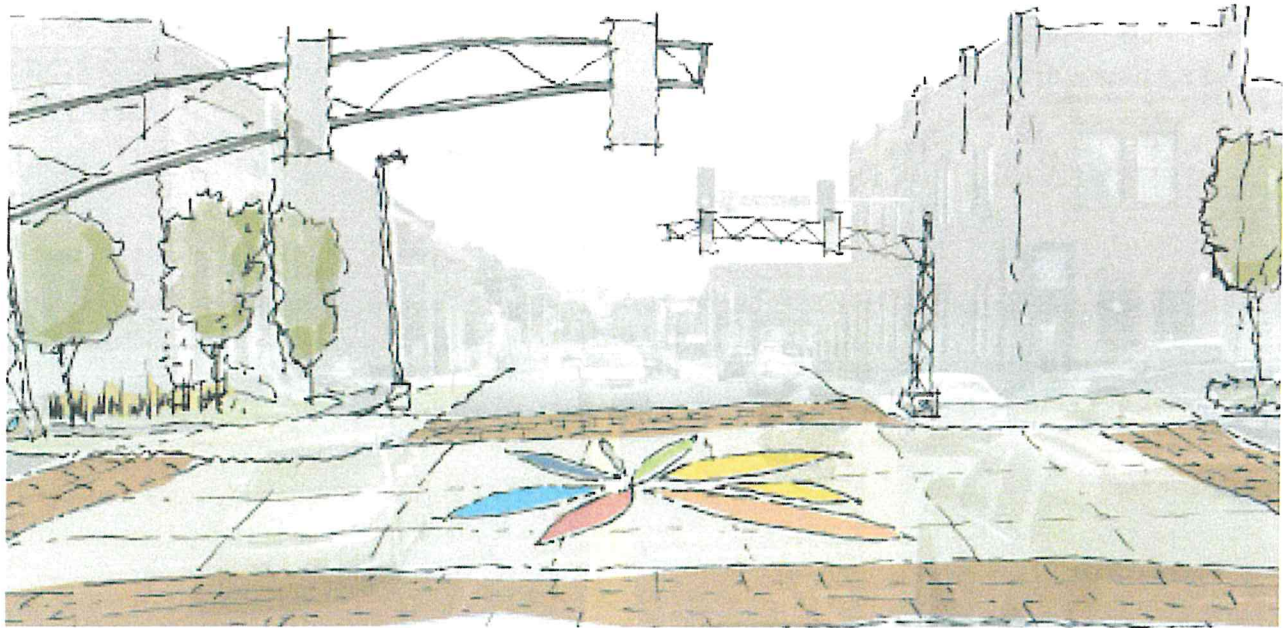
2018

McCLURE SERVICES

Public Engagement
Mixed-Use Revitalization
Business Plan Development
Funding

REFERENCE

Natalie Umsted
Board Member
Centre for Arts and Artists
641.791.0859
natalieu@newtongov.org



COMMUNITY WIDE PLACEMAKING ACTION PLAN

OSKALOOSA, IOWA

PROJECT OVERVIEW

Oskaloosa is home to William Penn University, several large employers, retail outlets, and arts & entertainment amenities. However, visioning sessions revealed a lack of community connectivity, downtown dining options, and a significant lack of housing options. McClure crafted an action plan with three overarching themes: Downtown revitalization, connectivity, and quality of life.

Specific projects focused on:

- Activating a vacant downtown building with the creation of a new barbecue restaurant;
- Elevating the Oskaloosa Art Center through new programming and revamped space to include a makerspace and ceramics studio, flexible classroom space, restrooms, a concession space, a rentable multi-use space, and accommodations for an artist-in-residence;
- Connecting William Penn University students to the rest of the community and strengthening their ties to Oskaloosa; and,
- Creating a complete streets strategy, including gateway beautification and a transfer of jurisdiction to make downtown more pedestrian friendly.

COMPLETION DATE

2019

McCLURE SERVICES

Public Engagement
Master Planning
Landscape Architecture
Mixed-Use Revitalization
Housing
Complete Streets

REFERENCE

Shawn Christ, AICP, CFM
Development Services
City of Oskaloosa
P 641.673.9431



DOWNTOWN WEST MONROE MASTER PLAN AND STREETSCAPE

WEST MONROE, LOUISIANA

PROJECT OVERVIEW

In July 2019, the City of West Monroe (population 12,583) was awarded a Rural Business Development Grant by the U.S. Department of Agriculture – Rural Development. The City of West Monroe leveraged this federal grant program to develop a downtown master plan.

The two public visioning sessions were attended by more than 100 residents, who provided their input and feedback about the opportunities and challenges facing their community, with emphasis on the downtown and riverfront areas. As a part of the visioning process, five priority projects were identified: streetscape, a new food hall concept, distillery, housing, and cohesive branding and wayfinding for the downtown area. Project highlights include:

- Downtown: updated streetscape and infrastructure design, cohesive wayfinding concepts, housing strategies to address demand and blight concerns
- Distillery: brewpub and distillery with outdoor seating, lawn games, performance stage, and other social attractions to entice more foot traffic
- Lagniappe Food Hall: family-friendly gathering space filled with board games, TVs, and lawn games to accommodate guests who want to eat, drink, and play during the daytime and evening hours

COMPLETION DATE

2020

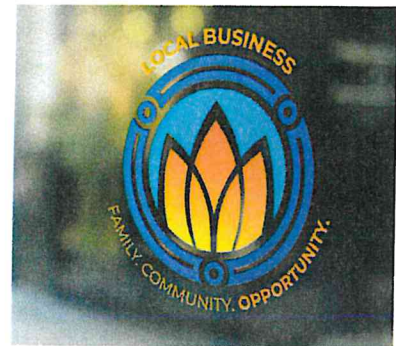
McCLURE SERVICES

Public Engagement
Master Planning
Streetscape Design
Public Plaza/Park Design
Traffic Engineering
Beautification
Walkability
Business Plan Development
Funding

REFERENCE

Doug Seegars
Director of Community Affairs
City of Monroe, Louisiana
P 318.329.2488

**Previously with the City of West Monroe, Louisiana during the project timeframe.*



COMMUNITY WIDE PLACEMAKING ACTION PLAN

MANCHESTER, IOWA

PROJECT OVERVIEW

Manchester (population: 5,179) is truly one of Iowa's best kept secrets. Main street businesses are full of retail shops and restaurants, the school is top notch, employers continue to see growth, and they are home to a whitewater park. With all this success, they identified the need to create people-focused strategies to see continued growth.

The Alchemy team identified four catalytic projects: a housing project that included the creation of a revolving loan fund to support developers, a marketing and brand strategy to attract new residents and visitors, an entrepreneurship center to encourage innovation and collaboration, and the redevelopment and expansion of the Delaware County Recreation Center.

PLACE-BASED PROJECTS AT-A-GLANCE

- Downtown: creation of entrepreneurship and makerspace in vacant/underutilized space
- City-wide: housing development tools and policies including creation of a revolving loan fund, housing analysis mapping, and strategies to enhance existing incentives and resources
- Branding: updating Manchester's branding and developing a marketing strategy for tourism
- Delaware County Recreation Center: indoor recreation enhancements, strategy for new additions

COMPLETION DATE

2020

McCLURE SERVICES

Public Engagement
Housing
Parks, trails, recreation
Business Plan Development
Funding

REFERENCE

Donna Boss Paxton
Executive Director
Delaware County Econ. Dev.
563.927.3325
dboss@delawarecountyia.com



COMMUNITY WIDE PLACEMAKING ACTION PLAN

MURPHYSBORO, ILLINOIS

PROJECT OVERVIEW

Murphysboro (population: 7,477) has invested significant time and resources into revitalization efforts and renewing interest in the town as a center of historical and cultural tourism. Alchemy was enlisted to assist in this effort by identifying specific projects desired by the community.

One repeated sentiment was that locals have shown interest in creating businesses and renovating downtown spaces, but didn't know where to start or even which spaces were available. Community members shared that their biggest issue was lack of recognition: there were already tons of events happening, but no central method of communication; there were already fantastic artists in town, but no public art to showcase their talents; and downtown Murphysboro is already home to unique shops and restaurants, but pedestrian access was limited. Lack of housing was also identified as a top concern.

PLACE-BASED PROJECTS AT-A-GLANCE

- Downtown corridor: facade and building improvement program, creation of available building registry, business assistance for interested local entrepreneurs including business plan for restaurant
- City wide: housing program including land bank strategy and housing fund options, housing lot analysis, public art strategy with site identification and wayfinding options, creation of community calendar marketing local events

COMPLETION DATE

2020

McCLURE SERVICES

Public Engagement
Downtown revitalization
Housing
Business Plan Development
Public Arts Plan
Funding

REFERENCE

Brooke Guthman
Member Services Manager
Egyptian Electric Co-op Assn.
618.684.2143
bguthman28@gmail.com

4. DETAILED SERVICE PLAN

McClure's Community Development team has reviewed a number of studies and reports already completed for the city and the Downtown Moberly Community Improvement District. We will incorporate the findings of these studies as well as the recent site improvements when considering amenity options such as - but not limited to - a foodhall and microbrewery, entrepreneur/tech hub, or creative arts/makerspace concept to be located in the Fennel Building Complex. We will work alongside local and regional leaders to attract an owner/operator for the business and find the necessary resources to make the proposed amenity a reality.

PART 1 | AMENITY CREATION

- Study the opportunity to develop a catalytic cultural and social amenity to revitalize the entire property and the surrounding exterior
- Perform a capacity assessment to determine the town's ability to support a newly created amenity
- Develop preliminary business plan specific to Moberly and the Fennel Building complex
- Incorporate findings from existing studies into strategy for redevelopment
- Tour the Fennel Auto Building to better understand the layout and function of the property
- Rework existing or create new conceptual drawings for the layout of the entire property, both interior and exterior
- Create conceptual connection to surrounding businesses and other important points of interest in downtown
- Identify local stakeholders and partners; provide implementation timeline

PART 2 | FINANCIAL PLAN & BUSINESS RECRUITMENT

- Create a marketing brochure (printed and PDF) to help solicit potential business owners and entrepreneurs to the project
- Create financial models for capital and on-going business expenses for the Fennel Auto Building complete with expenses and a sustainable revenue model
- Collaborate with the local leadership team to recruit a business owner to implement the proposed strategy
- Identify grant and other funding opportunities to support the implementation including strategies for sponsorship and marketing opportunities
- Identify existing and propose new local incentives to support the implementation of the project

The project is expected to begin as early as June 1, 2021 with Part 1 completed by July 31, 2021 and Part 2 is projected to be completed by the deadline of September 20, 2021 as specified in the contract.

5. COST SUMMARY FOR PROJECT EXECUTION

Payment to the **Consultant** shall be made in four equal payments upon the close of each month of the project:

1st Payment	June 30, 2021	\$7,950
2nd Payment	July 31, 2021	\$7,950
3rd Payment	August 31, 2021	\$7,950
4th Payment	September 30, 2021	\$7,950

PHASING		LUMP SUM FEE
PART 1.	Amenity Creation	\$19,100
PART 2.	Financial Plan & Business Recruitment	\$10,200
	Travel + Expenses	\$2,500
TOTAL		\$31,800

***Any change in the scope may result in additional fees.

6. PERSONNEL/PROFESSIONAL PROPOSAL



CLINT SLOSS

PROJECT MANAGER + POINT OF CONTACT

Clint is the team's expert for planning projects with experience both as a nonprofit community and economic development service provider and a city planner for a private firm. His knowledge and expertise lends itself to identifying and applying for a variety of state and federal funding opportunities. With over a decade of experience, Clint offers a diverse skillset including downtown revitalization, historic preservation, and development incentives/strategies. Clint's unique skillset also includes long range visioning, public engagement, and GIS mapping.

EDUCATION

MS, Community and City
Planning

Iowa State University

BS, Community and Regional
Planning

Iowa State University

**Project completed with previous
employer.*

RELATED PROJECT EXPERIENCE:

- Placemaking Action Plan – Manchester, IA
- Placemaking Action Plan – Murphysboro, IL
- Marshalltown Housing Initiative – Marshalltown, IA
- Heartland 2050 – Omaha, NE*



BETHANY WILCOXON, AICP

PROJECT ADVISOR & QA/QC

With McClure since August 2017, Bethany currently serves as Senior Advisor at the firm. In this role, she leads the community development team, developing and guiding cross-discipline planning opportunities that enhance the quality of life in Upper Midwest communities.

Throughout her career, Bethany has conceptualized, designed, and facilitated dozens of cross-sector efforts aimed at enhancing community well-being. These efforts have ranged in scale from towns of a few hundred people to the entirety of Central Iowa and have spanned the full spectrum of topics, ranging from walkability to housing to water quality to mental health. Bethany honed her ability to navigate complex political situations to drive community development during her time as Capital Crossroads Director and as a transportation planner at the Des Moines Area MPO. She is skilled in working with technical experts to define project solutions, with elected officials to develop and adopt public policy, and with the business community to rally support and financial resources to implement projects.

REGISTRATION

American Institute of Certified
Planners

EDUCATION

Graduate Certificate,
Geographic Information
Systems

Iowa State University

BS, Community and Regional
Planning

Iowa State University

**Project completed with previous
employer.*

RELATED PROJECT EXPERIENCE

- Imagine Iowa Great Lakes – Okoboji, IA
- Creative Placemaking Strategy – Stanton, IA
- Placemaking Action Plan – Hardin County, IA
- Iowa's Soil and Water Future Task Force – Des Moines, IA*
- Central Iowa Community Health Needs Assessment – Des Moines, IA*
- The Tomorrow Plan – Des Moines, IA*



GREG PFAU, PLA, LEED AP

DOWNTOWN MASTER PLANNING & BEAUTIFICATION LEAD

As McClure's lead landscape architect since May 2016, Greg's expertise goes beyond enhancing natural and built environments. He plays an important role in protecting air, water, and other natural resources. Collaborating with project managers across all of McClure's groups, Greg works on a wide range of projects involving multiple disciplines including planning, transportation, traffic, civil site design and stormwater management. His developed skillset balances design sensitivity and technical expertise. Often incorporated into his project designs are site and environmental assessment, cost analysis, permitting, best management practices (BMPs), irrigation system design, bidding assistance and construction inspection. Greg will help guide any beautification and landscape recommendations.

REGISTRATION(S)

PLA: IA, KS, MO

LEED Accredited Professional

EDUCATION

BLA, Landscape Architecture,
Natural Resources and
Environmental Systems
Kansas State University

**Project completed with previous employer.*

RELATED PROJECT EXPERIENCE:

- Downtown West Monroe Master Plan and Streetscape – West Monroe, LA
- Louisburg Downtown Pavilion Master Plan – Louisburg, KS
- Manufacturing Drive Beautification – Clinton, IA
- Oskaloosa Creative Placemaking – Oskaloosa, IA
- Thompson Park Master Planning and Construction Documents – Overland Park, KS
- Uptown Market Design-Build – Independence, MO
- Troost-Emanuel Cleaver II Boulevard Redevelopment and Implementation Plan (PSP Plan) – Kansas City, MO*



T. PATRICK EARNEY, PE, SE

STRUCTURAL ENGINEER

Patrick has over 15 years of experience in structural design in addition to eight years in structural research. He has been responsible for the structural design, conceptual design, project management and review of over 100 buildings in all common materials with shear wall, braced frame, and moment frame lateral systems including blast, tornado and progressive collapse designs for buildings up to ten stories in height. He has also performed observation and analysis of new and existing projects and designed retrofits, repairs, and renovations, including analysis of historic structural systems not commonly used today and design of extensive restoration, renovation and re-purposing of historic structures.

REGISTRATION(S)

PE: AL, CT, FL, IA, IN, MI, MO,
NJ, OH, PA, SC, SD, TX

SE: CA, D.C., IL, MA, NE, NC,
OK, OR, VT, WA

EDUCATION

MS, Civil Engineering
University of Missouri

BS, Civil Engineering
University of Missouri

RELATED PROJECT EXPERIENCE:

- Blue Note Theater – Columbia, MO
- J Huston Tavern – Arrow Rock, MO
- Blosser House – Malta Bend, MO
- Missouri Governor's Mansion – Jefferson City, MO
- Kemper Park, Science Building Restoration – Boonville, MO
- Douglas High School – Columbia, MO
- 22 N 10th Street – Columbia, MO
- 202 High Street – Jefferson City, MO
- Historic Berry Building Restoration – Columbia MO

APPENDIX A: CERTIFICATE OF GOOD STANDING

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF GOOD STANDING

I, John R. Ashcroft, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

McClure Engineering Co.
F00750613

A Iowa entity was created under the laws of this State on 7/11/2006, and in Good Standing, having fully complied with all the requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri.
Done at the City of Jefferson, the 2nd day of February, 2021.



Secretary of State

Certification Number: CERT-IN55633



REQUEST FOR PROPOSALS FOR DOWNTOWN MARKETING PLAN
MARK TWAIN REGIONAL COUNCIL OF GOVERNMENTS
42494 DELAWARE LANE
PERRY, MISSOURI 63462
EDA Award Number ED20DEN3070122
RFP 2021.02.15

Mark Twain Regional Council of Governments is seeking professional services for the completion of a marketing plan for a building complex in the downtown district of Moberly, Missouri. The existing buildings in the complex total 13,800 square feet and are mainly brick constructed buildings. Attached to the buildings is a 6,700 square foot outdoor event space surrounded by three brick walls and will be covered by 20-foot-wide canopies to allow for outdoor events. The buildings are directly adjacent to 35,000 square feet of open outdoor space to be utilized.

Mark Twain Regional Council of Governments has received EDA grant funds for the implementation of a downtown marketing in the downtown area of Moberly, Missouri and allow for an Agency to encourage job creation and economic development.

PART ONE: SCOPE OF SERVICES

Mark Twain Regional Council of Governments is soliciting proposals for professional services to assist with activities required for program delivery in the Mark Twain Region. The Agency will be selected within one month of RFP submittal and implementation of the program will be completed within 4 months of selection. Execution of the program is expected to be completed by September 20, 2021. The project will consist of two parts:

Part One:

The proposed project will require the chosen Agency to create a customized plan for the aforementioned building complex and develop a business concept. A capacity assessment to determine the town's ability to support a newly created business will need to be performed. The proposed project will also include the development of a business plan specific to Moberly and the described building complex. Conceptual drawings for the layout of the entire property, both interior and exterior must be created by the chosen Agency.

Part Two:

The Agency will work alongside local and regional leaders to attract an owner/operator of the business and identify necessary resources to complete the project. The completed project will include financial models for capital and on-going business expenses for the proposed complex, identify grant and other funding opportunities to support the implementation of the plan, and propose local incentives to support the implementation of the plan.

PART TWO: REQUEST FOR PROPOSAL STATEMENTS

The following information should be included under the title “Request for Proposal Statements for Professional Services for Moberly Downtown Marketing Plan”.

1. Name of Agency.
2. Agency address.
3. Agency telephone number.
4. Agency federal tax identification number.
5. Name, title, address, telephone number, fax number and email address of contact person authorized to contractually obligate the Agency.

Contents of Proposal Submittal

Individuals should letter and number responses exactly as the questions are presented herein. Interested Agencies are invited to submit proposals that contain the following information:

1. Introduction.
2. Background and Experience.
3. Specialized Knowledge.
4. Detailed Description of Service Plan.
5. Cost Summary for Project Execution.
6. Personal/Professional Qualifications.

1. Introduction

By signing the letter, the Agency certifies the signatory is authorized to bind the Agency. The RFP response should include:

- a. A brief statement of the Agency’s understanding of the scope of the work to be performed;
- b. A certification the Agency meets the appropriate state requirements to accept federal funding in the State of Missouri;
- c. A certification the Agency has not had a record of substandard work within the last five years;
- d. A certification the Agency has not engaged in any unethical practices within the last five years;
- e. A certification, if awarded the contract, the Agency acknowledges its complete responsibility for the entire contract, including payment of any and all charges resulting from the contract;
- f. Any other information the Agency feels it is appropriate;
- g. The signature of an individual who is authorized to provide information of this nature in the name of the Agency submitting the proposals.

2. Background and Experience

Agencies should:

- a. Describe Agency by providing full legal name, date of establishment, short history, current elected officials and Agency employees, and any recent or materially significant proposed change in governing authorities.
- b. Describe any prior engagements in which Agency assisted a governmental entity in dealing with downtown marketing plans and any other projects relating to federal projects. Agency should include all examples of work on similar projects as described in Part One.
- c. Describe the Agency's workload and current capacity to accomplish the work by the proposed deadlines.
- d. Describe any issue of which would be uniquely relevant in evaluating the experience of Agency's to handle the proposed project(s).
- e. Describe Agency's presence in Missouri.
- f. Identify all subcontractors proposed for the project, their role and provide pertinent information on each subcontractor related to this section.
- g. Mark Twain Regional Council of Governments reserves the right to request any additional information to assure itself of an Agency's financial status.

3. Specialized Knowledge

Agencies should:

- a. Provide examples and references for previously implemented downtown marketing plans as described in Part One.

4. Detailed Service Plan

Agencies should:

- a. Outline a marketing plan unique to their area and identify possible resources.
- b. Include necessary resources for complete project execution and obtainable goals for the implemented project.
- c. Provide a timeline for the proposed service plan.

5. Cost Summary for Project Execution

Agencies should:

- a. Develop a budget for all activities related to the proposed project.
- b. Include quotes for activities pertaining to the proposed project, when applicable.

6. Personnel/Professional Proposal

Agencies should:

- a. Identify staff members who would be assigned to act for Agency (including subcontractors) in key management and field positions providing the services described in Part One: Scope of Services, and the functions to be performed by each.

Rating Points

Agencies will be evaluated on the basis of the written material submitted and according to the following factors:

1.	Experience of the Agency with program implementation.	40%
2.	Cost Summary.	15%
3.	Quality of work.	10%
4.	Compliance with performance schedules.	10%
5.	Current capacity to accomplish the work in the proposed time.	10%
6.	Experience of the Agency with Federal programs.	10%
7.	Timeliness of Proposed Project Schedule.	5%
	Total	100%

In the event of a tie, oral interviews will be held with those Agencies. As a result of the interviews, Mark Twain Regional Council of Governments will determine which Agency will be selected to enter into contract negotiations. Unsuccessful Agencies will be notified as soon as possible.

Questions should be addressed to Anna Gill, Mark Twain Regional Council of Governments, at 573-565-2203 or gillcog@rallstech.com

Responses to the RFP should be delivered to Mark Twain Regional Council of Governments at 42494 Delaware Lane, Perry, Missouri 63462.

Responses to this RFP must be received no later than 3:00 p.m. on May 17, 2021.

Mark Twain Regional Council of Governments
Request for Proposals (RFP) for Downtown Marketing Plan
RFP 2021.02.15

Mark Twain Regional Council of Governments is seeking professional services for the completion of a marketing plan for a building complex in the downtown district of Moberly, Missouri. The existing buildings in the complex total 13,800 square feet and are mainly brick constructed buildings. Attached to the buildings is a 6,700 square foot outdoor event space surrounded by three brick walls and will be covered by 20-foot-wide canopies to allow for outdoor events. The buildings are directly adjacent to 35,000 square feet of open outdoor space to be utilized.

Mark Twain Regional Council of Governments has received EDA grant funds for the implementation of a downtown marketing in the downtown area of Moberly, Missouri and allow for an Agency to encourage job creation and economic development.

Full proposal packets, which includes specific requirements and evaluation criteria, may be obtained by calling (573-565-2203) or downloaded at www.marktwaincog.com. The complete submittal, consisting of 1 original and 2 physical copies, must be in a sealed package, clearly marked **RFP 2021.02.15** and delivered to **Attn: Anna Gill, Community Planner, Mark Twain Regional Council of Governments, 42494 Delaware Lane, Perry, Missouri 63462,** by no later than 3:00 p.m., May 17, 2021. Submittals received after this deadline will not be considered.

Mark Twain Regional Council of Governments reserves the right to negotiate with any and all individuals or firms that submit proposals, as per the Missouri Revised Statutes Chapter 34. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises and labor surplus area firms are encouraged to submit proposals. MTRCOG is an Affirmative Action/Equal Opportunity Employer.

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#3.

Department: Administration

Date: June 7, 2021

Agenda Item: A Resolution Approving An Engagement Letter For Continued Special Legal Services; And Providing Further Authority.

Summary: For nearly 32 years Thomas A. Cunningham through Cunningham, Vogel & Rost, P.C. ("CVR") and predecessor law firms has provided legal services as special counsel to the City of Moberly (the "City") and related entities in connection with economic development, redevelopment, land use and real estate, and other the areas of the law. Over this period, the City on various occasions has confirmed the desire to receive such services and from time to time has authorized various actions and the execution of various documents with each for the referenced firms providing for the continuation either on a limited or and open-ended basis of such legal representation.

A recent review of these documents reveals over one dozen such documents, some dating back to the 1990s and early 2000s. Areas covered by these documents include over 35 separate redevelopment projects, as well as numerous real estate, land use, economic development, public finance, litigation and dispute resolution assignments and undertakings together with provision of advice to and consultations with City officials and staff.

At present, Mr. Cunningham and CVR are involved in advising on numerous City and City-related projects and undertakings ranging from procuring a downtown hotel to representing the City in telecomm related litigation. Given the multiplicity of past documentation and assuming the desirability of continuing to receive such specialized services, it is the appropriate to update and document the basis therefor by approving an updated engagement letter with CVR in the form attached as Exhibit A to the above referenced Resolution.

Recommended Action Approve this resolution

Fund Name:

Account Number:

Available Budget \$:

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

BILL NO: _____

RESOLUTION NO. _____

A RESOLUTION APPROVING AN ENGAGEMENT LETTER FOR CONTINUED SPECIAL LEGAL SERVICES; AND PROVIDING FURTHER AUTHORITY.

WHEREAS, for over thirty years Thomas A. Cunningham through Cunningham, Vogel & Rost, P.C. (“CVR”) and predecessor firms has provided legal services as special counsel to the City of Moberly (the “City”) and related entities in connection with economic development, redevelopment, public finance, land use and real estate, and other the areas of the law; and

WHEREAS, the Council of the City has determined that it is desirable and in the City’s interest to continue to receive such services and to update and document the basis therefor by approving an updated engagement letter with CVR in the form attached as Exhibit A to and incorporated by reference in this this Resolution (the “Engagement Letter”);

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBERLY, MISSOURI, AS FOLLOWS, to-wit:

SECTION ONE: The Engagement Letter is hereby approved, and the City Manager is hereby authorized to execute and deliver the Engagement Letter on behalf of the City.

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

SECTION THREE: This Resolution shall be in full force and effect from and after its passage and adoption as provided by law.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this ____ day of _____, 2021.

Presiding Officer at Meeting

Attest:

Shannon Hance, City Clerk

EXHIBIT A

CUNNINGHAM, VOGEL & ROST, P.C.
legal counselors to local government

THOMAS A. CUNNINGHAM
tom@municipalfirm.com

333 S. KIRKWOOD ROAD, SUITE 300
ST. LOUIS, MISSOURI 63122
TEL: 314.446.0800
FAX: 314.446.0801
www.municipalfirm.com

April 28, 2021

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

Re: Agreement to Provide Continued Legal
Services

Dear Brian:

We are pleased to provide this letter setting forth the terms of engagement of Cunningham, Vogel & Rost P.C. (“CVR”) for continued legal services as special counsel to the City of Moberly, Missouri. This letter will confirm discussions regarding our engagement and will describe the basis for providing these services.

1. Client; Scope of Representation. The client in this matter will be the City of Moberly, Missouri (the “City”). We will provide special legal services and consultation such other special counsel legal work as may be requested by the City from time to time. Other supplementary terms of our engagement in this matter are set forth below and are attached to this letter as ADDITIONAL TERMS OF ENGAGEMENT.

2. Fees and Expenses; Billing. Actual fees for professional services are based upon the amount of time expended in accomplishing the work and the regular hourly billing rates for each attorney or legal assistant devoting time to this matter, which may be changed by the firm from time to time. Our billing rates for attorneys currently range from \$165 to \$210 for associates, \$230 to \$375 for principals, and \$80 to \$150 for legal assistants. Any bond counsel services requested will be charged based on such fee arrangement as is agreed to with the City and approved by separate City action. Consistent with our policy, we will bill the City on a monthly basis for professional fees and expenses incurred on your behalf and bills will be addressed to the City for payment. We will include in our statements separate charges for photocopying, messenger and delivery service, computerized research, travel, long distance telephone, and telecopy expenses. Other fees and expenses (such as accountants, consultants, or other professionals, if required) generally will not be paid by us but will be billed directly to the City.

3. Conflicts. As you know, CVR represents many governmental entities throughout the region, including municipalities and other governmental clients in Missouri, Illinois, and elsewhere. In the event a conflict exists that is deemed not to be subject to any waiver by applicable ethical rules, we shall withdraw as counsel for the City. Although we are not aware of any current representation in which we would be adverse to your interests in this matter, it is possible that some of our present or future clients may have disputes with you during the time we are representing you. We ask, then, that you agree that our firm may continue to represent or undertake to represent existing or new clients in those matters which are not substantively related to our work for you, even if the interest of such clients in those matters is directly adverse to you. Except as provided herein, we agree that your prospective consent to conflicting representation as set forth above shall not apply where, as a result of our representation of you, we have obtained sensitive, proprietary or other confidential information of a non-public nature that, if known to any such other client of our firm, could be used in any such other matter by such client to your material disadvantage.

If you are in agreement with the above, please sign the enclosed copy of this letter and return an executed copy to me. Once again, we are pleased to have this opportunity to continue our work with you. As always, feel free to call me if you have any questions or concerns during the course of our representation.

Cordially,

CUNNINGHAM, VOGEL & ROST, P.C.



Attachment

AGREED TO AND ACCEPTED:
CITY OF MOBERLY, MISSOURI

By: _____
Brian Crane, City Manager

Date: _____, 2021

ADDITIONAL TERMS OF ENGAGEMENT

Our Client. The person(s) or entity(ies) who are the client in this engagement are limited to those specifically stated in the accompanying engagement letter. In order to avoid misunderstandings and/or inadvertent conflicts of interest in the future, it is understood that, in the absence of written agreement to the contrary, neither this engagement nor our work in connection with this engagement shall be understood or taken to create an attorney-client relationship with other, including related or affiliated (e.g., parent, subsidiary, shareholder, partner, joint venture, etc.), persons or entities.

Provision of Legal Services, Generally. This engagement is for the provision of professional legal services and not for the provision of business, personal, accounting, technical, financial, or other advice not constituting legal services. It is agreed that the client is not relying upon counsel in this engagement for advice in areas other than professional legal services, even if such matters should be discussed in connection with the engagement.

Bond Counsel Services. If legal services involve bond/note counsel services, including the rendering of an approving opinion of bond or note counsel: except as expressly provided in the foregoing letter, such services do not include assisting in the preparation or review of an official statement, private placement memorandum or other form of offering or disclosure document to be disseminated in connection with the sale of the obligations or any other disclosure document with respect to the obligations, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice regarding the official statement or other disclosure document. Other than preparation and delivery of transcripts, such services do not include providing continuing advice to you or to or any other party after closing on the obligations. Customarily, an approving opinion is delivered on the date the obligations are exchanged for their purchase price. An approving opinion will be based on and issued subject to facts and law existing as of its date. In rendering our approving opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation and will assume continuing compliance by the issuer of the obligations with applicable laws relating to the obligations. During the course of this engagement, we will rely on you or other applicable parties to provide us with complete and timely information on all developments pertaining to any aspect of the obligations and their security. It is hereby acknowledged that the various legal opinions delivered concurrently with the delivery of bonds or notes express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to such transaction, nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

Entire Agreement. The accompanying engagement letter, together with these Additional Terms of Engagement, shall constitute the entire agreement between us concerning the engagement and shall not be modified or supplemented, except in a subsequent writing signed by the parties.

Termination. The Client and CVR (consistent with applicable Rules of Professional Conduct) both shall have the right to terminate the Contract at any time for any reason by giving the other written notice to such effect. If the Client terminates, the Client shall pay to CVR, in full satisfaction and discharge of all amounts owing to CVR under the Contract, an amount equal to the hourly rate and charges of all Services performed by CVR up to such termination date. CVR shall submit to the Client its statement at any time for any reason for the aforesaid amount, in such reasonable detail as the Client shall request, within thirty (30) days after such date of termination.

Periodic Billings for Legal Services. Unless other arrangements have been made, it is our policy to render periodic statements for legal services on a monthly basis. We normally base these interim statements on hourly rates of lawyers and legal assistants working on the matter. Statements will be due upon presentation and are to be paid by check, EFT or ACH transfer no later than thirty (30) days following the invoice date, with interest accruing thereafter at the applicable rate provided by law for contracts. Payments by wire transfer shall be subject to an additional charge equal to applicable banking fees incurred. The amounts paid on our interim billings are applied to the total final fee. If any statement amount remains unpaid sixty (60) days after the invoice date, the firm reserves the right to terminate its services, consistent with applicable Rules of Professional Conduct.

Determining the Fee. Generally, fees are primarily based on hourly rates for the respective lawyer or legal assistant involved. These rates vary depending on expertise and experience. We adjust these rates from time to time, as lawyers gain experience and expertise, and with economic conditions. When agreed to by engagement letter, fees are sometimes fixed irrespective of the hours involved. Circumstances, including those set out below may require departure from the application of hourly rates. Determination of the total final fee may await conclusion of each specified case or matter so that all relevant factors may be considered.

The firm has clients in multiple states. Our lawyers are subject to rules governing the professional conduct of lawyers in those states. In addition to time spent, these rules list other factors that can be considered in determining a reasonable fee. These include: reputation, the skill and experience required to complete the services properly; the extent to which the acceptance of the particular matter will preclude other employment; the amount involved; the results obtained; the time limitations imposed by the client or by the circumstances; the nature and length of the professional relationship with the client; and whether the fee is fixed or contingent. In the absence of agreement with you, those factors will not be used to increase our billings for fees above the charge resulting from application of hourly rates.

Paralegals/Legal Assistants/Document Clerks. Certain work will be done by paralegals, sometimes called “legal assistants.” Such persons, although not lawyers, have undergone training to perform certain kinds of services at lower rates. In matters involving significant quantities of document management, document clerks may be used to perform tasks at lower rates than those of legal assistants. All such work is supervised by lawyers. The use of such persons allows us to deliver legal services to you at a lower cost.

Client Disbursements. Matters may require, from time to time, certain monetary advances to be made on your behalf by the firm. Some “client disbursements” represent out of pocket charges we advance, others represent internal costs (including costs such as fees for service of process, court filing fees, deliveries, copying charges, travel expenses, computer assisted legal research, etc.). It is understood that while acting as your lawyers, we have the authority to use our best judgment in making such expenditures on your behalf. Unless we have made prior arrangements with you, we will send you monthly billings for client disbursements incurred during the preceding month. If the nature of the matter is such that we anticipate substantial advances, we may require a separate deposit for such purpose. Substantial individual items in excess of \$250, such as expert witness fees, the costs of deposition transcripts, printing costs, etc., may be billed directly to you by the vendor of such services. In many matters when lawyers must examine legal authorities, it is more economical to accomplish the task using computer databases of legal precedents (instead of the traditional method of manual retrieval). In such instances, the special charges assessed by the provider of these services are shown on client disbursement billings as “Electronic Research.”

Client Files. During the course of client representation, this firm retains electronic and paper records relating to the professional legal services we provide so that we are better able to assist you with your legal needs and, in certain situations, to comply with professional guidelines. We employ physical, electronic, and procedural safeguards to preserve client confidentiality and to protect your non-public information. This firm agrees to retain and securely store your client files (which include documents generated by this firm, by the client, and by others) for a period of six (6) months after completion or termination of the representation, absent other written agreement between this firm and you regarding disposition of your files. You may request, in writing, the return of your client files at any time within such six (6) month period. Absent such a written request, your files will be deemed abandoned. In such case, you hereby authorize this firm to destroy your files at any time after expiration of such six-month period. All such client files will be destroyed unless this firm is otherwise required to retain same pursuant to the Code of Professional Responsibility or the Ethical Rules promulgated thereunder.

E-mail Confidentiality. This firm often communicates using e-mail. Any attorney or legal assistant e-mail could contain attorney-client, confidential, or other privileged communications. While the firm endeavors to ensure that our e-mail and server are secure, Missouri lawyers are required by the Missouri Bar Disciplinary Counsel to notify prospective recipients of e-mail that (1) e-mail communication is not a secure method of communication, (2) any e-mail that is sent to you or by you may be copied and held by various computers it passes through as it goes from the firm to you or vice versa, and (3) persons not participating in our communication may intercept our communications by improperly accessing your computer or the firm’s computer or even some computer unconnected to either you or the firm that the e-mail passes through. Unless you otherwise instruct us in writing, this firm will assume you have consented to receive communications via e-mail. If in the future you change your mind and want future communications to be sent by a different method, please contact the firm in writing immediately.

Public Information. The firm represents many governmental entities throughout the region and undertakes pro bono and other actions in order to protect the interests of our municipal clients. By this engagement you agree we may share public information among our municipal clients in furtherance of your interests, for educational purposes, to establish qualifications or experience, or otherwise to allow our lawyers to provide service to local governments or otherwise promote municipal interests, provided that the firm’s sharing of public information does not authorize disclosure of confidential information unless deemed impliedly or expressly authorized in furtherance of your specific representation.

CUNNINGHAM, VOGEL & ROST, P.C.
legal counselors to local government

THOMAS A. CUNNINGHAM
 tom@municipalfirm.com

333 S. KIRKWOOD ROAD, SUITE 300
 ST. LOUIS, MISSOURI 63122
 TEL: 314.446.0800
 FAX: 314.446.0801
 www.municipalfirm.com

April 28, 2021

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

Re: Agreement to Provide Continued Legal
 Services

Dear Brian:

We are pleased to provide this letter setting forth the terms of engagement of Cunningham, Vogel & Rost P.C. (“CVR”) for continued legal services as special counsel to the City of Moberly, Missouri. This letter will confirm discussions regarding our engagement and will describe the basis for providing these services.

1. Client; Scope of Representation. The client in this matter will be the City of Moberly, Missouri (the “City”). We will provide special legal services and consultation such other special counsel legal work as may be requested by the City from time to time. Other supplementary terms of our engagement in this matter are set forth below and are attached to this letter as ADDITIONAL TERMS OF ENGAGEMENT.

2. Fees and Expenses; Billing. Actual fees for professional services are based upon the amount of time expended in accomplishing the work and the regular hourly billing rates for each attorney or legal assistant devoting time to this matter, which may be changed by the firm from time to time. Our billing rates for attorneys currently range from \$165 to \$210 for associates, \$230 to \$375 for principals, and \$80 to \$150 for legal assistants. Any bond counsel services requested will be charged based on such fee arrangement as is agreed to with the City and approved by separate City action. Consistent with our policy, we will bill the City on a monthly basis for professional fees and expenses incurred on your behalf and bills will be addressed to the City for payment. We will include in our statements separate charges for photocopying, messenger and delivery service, computerized research, travel, long distance telephone, and telecopy expenses. Other fees and expenses (such as accountants, consultants, or other professionals, if required) generally will not be paid by us but will be billed directly to the City.

3. Conflicts. As you know, CVR represents many governmental entities throughout the region, including municipalities and other governmental clients in Missouri, Illinois, and elsewhere. In the event a conflict exists that is deemed not to be subject to any waiver by

applicable ethical rules, we shall withdraw as counsel for the City. Although we are not aware of any current representation in which we would be adverse to your interests in this matter, it is possible that some of our present or future clients may have disputes with you during the time we are representing you. We ask, then, that you agree that our firm may continue to represent or undertake to represent existing or new clients in those matters which are not substantively related to our work for you, even if the interest of such clients in those matters is directly adverse to you. Except as provided herein, we agree that your prospective consent to conflicting representation as set forth above shall not apply where, as a result of our representation of you, we have obtained sensitive, proprietary or other confidential information of a non-public nature that, if known to any such other client of our firm, could be used in any such other matter by such client to your material disadvantage.

If you are in agreement with the above, please sign the enclosed copy of this letter and return an executed copy to me. Once again, we are pleased to have this opportunity to continue our work with you. As always, feel free to call me if you have any questions or concerns during the course of our representation.

Cordially,

CUNNINGHAM, VOGEL & ROST, P.C.



Attachment

AGREED TO AND ACCEPTED:
CITY OF MOBERLY, MISSOURI

By: _____
Brian Crane, City Manager

Date: _____, 2021

ADDITIONAL TERMS OF ENGAGEMENT

Our Client. The person(s) or entity(ies) who are the client in this engagement are limited to those specifically stated in the accompanying engagement letter. In order to avoid misunderstandings and/or inadvertent conflicts of interest in the future, it is understood that, in the absence of written agreement to the contrary, neither this engagement nor our work in connection with this engagement shall be understood or taken to create an attorney-client relationship with other, including related or affiliated (e.g., parent, subsidiary, shareholder, partner, joint venture, etc.), persons or entities.

Provision of Legal Services, Generally. This engagement is for the provision of professional legal services and not for the provision of business, personal, accounting, technical, financial, or other advice not constituting legal services. It is agreed that the client is not relying upon counsel in this engagement for advice in areas other than professional legal services, even if such matters should be discussed in connection with the engagement.

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Entire Agreement. The accompanying engagement letter, together with these Additional Terms of Engagement, shall constitute the entire agreement between us concerning the engagement and shall not be modified or supplemented, except in a subsequent writing signed by the parties.

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Client Files. During the course of client representation, this firm retains electronic and paper records relating to the professional legal services we provide so that we are better able to assist you with your legal needs and, in certain situations, to comply with professional guidelines. We employ physical, electronic, and procedural safeguards to preserve client confidentiality and to protect your non-public information. This firm agrees to retain and securely store your client files (which include documents generated by this firm, by the client, and by others) for a period of six (6) months after completion or termination of the representation, absent other written agreement between this firm and you regarding disposition of your files. You may request, in writing, the return of your client files at any time within such six (6) month period. Absent such a written request, your files will be deemed abandoned. In such case, you hereby authorize this firm to destroy your files at any time after expiration of such six-month period. All such client files will be destroyed unless this firm is otherwise required to retain same pursuant to the Code of Professional Responsibility or the Ethical Rules promulgated thereunder.

E-mail Confidentiality. This firm often communicates using e-mail. Any attorney or legal assistant e-mail could contain attorney-client, confidential, or other privileged communications. While the firm endeavors to ensure that our e-mail and server are secure, Missouri lawyers are required by the Missouri Bar Disciplinary Counsel to notify prospective recipients of e-mail that (1) e-mail communication is not a secure method of communication, (2) any e-mail that is sent to you or by you may be copied and held by various computers it passes through as it goes from the firm to you or vice versa, and (3) persons not participating in our communication may intercept our communications by improperly accessing your computer or the firm’s computer or even some computer unconnected to either you or the firm that the e-mail passes through. Unless you otherwise instruct us in writing, this firm will assume you have consented to receive communications via e-mail. If in the future you change your mind and want future communications to be sent by a different method, please contact the firm in writing immediately.

Public Information. The firm represents many governmental entities throughout the region and undertakes pro bono and other actions in order to protect the interests of our municipal clients. By this engagement you agree we may share public information among our municipal clients in furtherance of your interests, for educational purposes, to establish qualifications or experience, or otherwise to allow our lawyers to provide service to local governments or otherwise promote municipal interests, provided that the firm’s sharing of public information does not authorize disclosure of confidential information unless deemed impliedly or expressly authorized in furtherance of your specific representation.

MOBERLY REDEVELOPMENT PROJECTS CHRONOLOGY

1. Orscheln Tech Center - Heights Business Park – 1990 (Ch. 353)
2. McCormick Place Shopping Center – (TIF) 1993
3. Copelco I- Heights Business Park - 1995 (Ch. 353)
4. Wilson Trailer- Riley Industrial Park – 1995 (Ch. 353)
5. Mid-Am Building Supply-Moberly Industrial Park – 1995 (Ch. 353)
6. Dolphin Capital-Moberly Industrial Park – 1996 (Ch. 353)
7. Copelco II - Heights Business Park – 1997 (Ch. 353)
8. Copelco-III - Heights Business Park – 1997 (Ch. 353)
9. Orscheln Distribution Center-Moberly Industrial Park – 1997 (Ch. 353)
10. Lot 3 Extension – Heights Business Park – 1998 (Ch. 353)
11. Brown Corporation/Heilig Meyers - Riley Industrial Park – 1999 (Ch. 353)
12. Scholastic Publishing – Hwy 24 East – 1999 (Ch. 353)
13. DuPont Plant – Robertson Road – 1999 (Ch. 353)
14. Wal-Mart Inducement Agreement – 2001 (various)
15. Orscheln Farm & Home (Scholastic Conversion) – 2007 (Ch. 353)
16. World Wide Recycling – 2008 (Enhanced EEZ)
17. Fowler Road Financing – Producers' Choice – 2009 (Enhanced EEZ/NID)
18. Custom Composites – 2009 (Enhanced EEZ)
19. Project Moberly (Orscheln Products – North Morley) – 2009 (Ch. 353)
20. Project Sugar Redevelopment (Mamtek) – 2010 (Ch. 353)
21. Country Villas RCF (MBL Development) – 2010 (Ch. 353/CID)
22. Vindkraft Redevelopment Project – 2011 (Ch. 353)

23. Moberly Crossings – 2011 (CID)
24. Mid-Am Building Supply Expansion – 2014 (Enhanced EEZ)
25. GAF – 2014 (Chapter 100 Bonds)
26. Residential Revitalization Project – 2015 (Ch. 353) (dormant)
27. Project Vehicle (Moberly Motors) – 2016 (Ch. 353)
28. Project Stop (MFA Oil Retail) – 2017 (Ch. 353)
29. Moberly Downtown CID – 2017 (Ch. 353/CID)
30. Project Enterprise - Central States (Qualico Precision Products) – 2017 (Enhanced EEZ)
31. Project Big Mac (Mak Rak Inc.) – 2018 (Ch. 353)
32. Woodland Hospital Redevelopment Project – 2018 (Ch. 353)
33. Plumrose Manufacturing Facility Project – 2020 (Chapter 100 Bonds)
34. Downtown Moberly Public Facilities NID Bonds – 2020 (Bond Counsel)

City of Moberly

City Council Agenda Summary

Agenda Number: #4.
 Department: Public Utilities
 Date: June 7, 2021

Agenda Item: A Resolution Authorizing the City Manager to Execute an Agreement for Professional Services with Kim Hoskins Environmental Consulting, LLC, D/B/A KIMHEC.

Summary: The City of Moberly's Wastewater NPDES Permit requires that the City have an approved Pretreatment Program to regulate the industries within our sewer collection system to protect the operation of the collection system and the wastewater plant. Due to ever-increasing regulations and sophistication of the industrial customers, as well as an upcoming rewrite of the sewer use ordinance, staff are in need of a consultant periodically. Kim Hoskins has served to assist the City in the interim when the pretreatment position was open, and has stayed on to assist with training as well as the drafting of the Swift Foods pretreatment permit. The unforeseen development of the Swift Foods customer used up more funds in the original contract than anticipated. This additional authorization will serve to finish up the sewer use ordinance as well as provide for several years of additional assistance.

Recommended

Action: Approve the Resolution

Fund Name: Wastewater Treatment Contracted Services

Account Number: 301.114.5406

Available Budget \$: -2,215.46

ATTACHMENTS:

Roll Call

Aye

Nay

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

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Davis** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES WITH KIM HOSKINS ENVIRONMENTAL CONSULTING, LLC, D/B/A KIMHEC.

WHEREAS, the City’s NPDES Permit requires it have a Pretreatment Program to regulate industries within our sewer collection system; and

WHEREAS, Kim Hoskins Environmental Consulting, LLC, d/b/a KimHEC provides consulting services to assist the city with its pretreatment program all as outlined in the attached proposed agreement in an amount not to exceed \$30,000.00; and

WHEREAS, city staff recommends retaining KimHEC for this purpose and authorizing the City Manager to execute the attached Agreement.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves the attached Agreement and authorizes the City Manager or his designee to execute the Agreement on behalf of the City.

RESOLVED this 7th day of June 2021, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk



Agreement for Professional Services

This is an agreement effective as of

[Client to Enter Effective Date in Line Above]

between **The City of Moberly** (herein after called "Client") and **Kim Hoskins Environmental Consulting, LLC, d/b/a KimHEC** (herein after called "Consultant"). Client's Project, of which Consultant's services under this Agreement are part, is generally defined as follows: **Pretreatment Program Assistance**. Consultant's services under this Agreement are generally defined as providing ongoing services to assist with the City's Pretreatment Program.

Section A, Basic Services

Specifically, the Consultant agrees to perform duties related to assisting in the on-going implementation of the Client's Pretreatment Program as specifically requested by the Client:

- a. Form Development (permits, inspection forms, fact sheet, application)
- b. Perform Inspections - including preparation, inspection, and summary
- c. Permit Issuance - including application review, fact sheet, permit, self-monitoring report templates for new or existing industrial users
- d. Monitoring Report Reviews
- e. Violation Assistance
- f. Sample Plan Development
- g. Data Evaluation and Tracking (industry, WWTP, and/or biosolids)
- h. Training for the Client's staff and/or industries
- i. Assistance during regulatory inspections
- j. Dental Rule implementation
- k. Assist in Program Updates as requested (note that the City Code update is due to the State by November 1, 2021).

Section B, Client's Responsibilities:

- a. Provide copies of relevant historical reports, analytical results, and inspections related to the industries.
- b. Provide the labor and analytical fees associated with any and all analytical work (influent, effluent, industry, biosolids) associated with this Project.



- c. Client is responsible for printing, postage, and mailing of all hard copy communications (Industrial Waste Surveys, communications, reports, etc.) as applicable.
- d. Client shall assist the Consultant during all site visits and in getting the information necessary to appropriately implement the Pretreatment Program such as permit applications and industrial inspection reports.

Section C, Schedule for Rendering Services:

Upon this agreement becoming effective, Consultant is authorized to begin services as set forth in Section A, Basic Services, and shall continue to render services until the time for rendering services is complete, until the corresponding tasks are complete, or until the not-to-exceed amount has been billed or otherwise authorized for additional work.

Section D, Payments to Consultant

Client shall pay Consultant for services rendered under this Agreement as follows:

- a. A not-to-exceed amount of \$30,000.
- b. Each invoice amount shall include a description of tasks performed and associated labor hours for the Consulting Services defined herein.
- c. The hourly rate for tasks performed will be billed at \$150 per hour or at a reduced rate depending on the task. Travel time to attend meetings, inspections and other contract-related tasks will be billed at \$75 per hour.
- d. As noted above, Services will be as requested by the Client. If Services beyond the allocated not-to-exceed amount set forth in this Section is required, the Client shall authorize any such work via e-mail or other written documentation. Consultant will be paid at an hourly rate of \$150 per hour for any such Services related to the management of the City's Pretreatment Program or permitting process or other associated tasks beyond the allocated budget herein.



Section E, Total Agreement

This Agreement with the Terms and Conditions attached and Addendum noted above constitutes the entire Agreement between Client and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by a duly executed written instrument.

In Witness Whereof, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Client Acceptance:

Signature

Printed Name, Title

Address

City, State, Zip

Date of Acceptance

Address for Giving Notices:

Designated Representative:

Name:
Title:
Phone:
Email:

Consultant Agreement:

Kimberly L. Cole

Signature

Kim Cole, P.E., Principal

Printed Name, Title

5326 Southwest Avenue

Address

St. Louis, Missouri 63139

City, State, Zip

May 1, 2021

Date of Agreement

Address for Giving Notices:

Kim Cole, P.E.
KimHEC
5326 Southwest Avenue
St. Louis, MO 63139

Designated Representative:

Name: Kim Cole, P.E.
Title: Principal
Phone: 314-276-9575
Email: kim.cole@kimhec.com

City of Moberly

City Council Agenda Summary

Agenda Number: #5.
 Department: Public Utilities
 Date: June 7, 2021

Agenda Item: A resolution authorizing the city manager to enter into an agreement with Willis Brothers, Inc for installation of blower sleeves at the wastewater treatment facility in the amount of \$76,000.00

Summary: Willis Bros., Inc. performed this work in 2014 the last time the sleeves were replaced. The work is beyond what the staff at the Wastewater Treatment Facility can accomplish in-house. The quote provided by Willis Bros is for the same price that the work was completed in 2014. The work for the current project will be completed as soon as the basin is drawn down as the biosolids are land applied, likely after the new budget year begins.

Recommended

Action: Approve the resolution authorizing the City Manager to approve the work.

Fund Name: Wastewater Treatment Department

Account Number: 301.114.5303

Available Budget \$: 52,735.51

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Davis** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WILLIS BROTHERS, INC FOR INSTALLATION OF BLOWER SLEEVES AT THE WASTEWATER TREATMENT FACILITY IN THE AMOUNT OF \$76,000.00.

WHEREAS, city staff has determined that the blower sleeves in sludge holding basin #2 at the Wastewater Treatment Facility are in need of replacement; and

WHEREAS, no bids were requested for this work because Willis Brothers, Inc is willing to perform the work at the same price, \$76,000.00, they charged in 2014 for the same project; and

WHEREAS, it is in the best interests of the residents of the City of Moberly that this contract be let in a timely and expeditious manner.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby authorizes the City Manager to enter into an agreement with Willis Brothers, Inc to install blower sleeves at the Wastewater Treatment Facility at a total cost of \$76,000.00.

RESOLVED this 7th day of June, 2021, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk



WILLIS BROS., INC.
30285 KIMBALL PLACE
MACON, MISSOURI 63552
660-385-3327/FAX 660-385-7110

QUOTE

May 10, 2021

City of Moberly
Attn: Ben Riles

Sludge Basin Work

Remove Sludge from Storage Tank	55,000.00 LS
Install owner provided Tide Check Valves	<u>21,000.00</u> LS
Total	\$ 76,000.00

Willis Bros., Inc. will provide labor and equipment, the City of Moberly will provide materials and water.

Please call if you have any questions.

Sincerely,

Jim Willis
660-651-1144

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#6.

Department: Public Works

Date: June 7, 2021

Agenda Item: A Resolution Approving And Authorizing The City Manager To Execute The Second Amendment To The Agreement For Residential And Commercial Waste Collection With Advanced Disposal Services Solid Waste Midwest, LLC.

Summary: There are a couple items that were under discussion, however only one of them is actually an amendment to the agreement. That amendment is when and how bulk items are picked up. Currently, the contract states one item per week, same day as your scheduled pickup. In an effort to ensure collection and allow Waste Management to have adequate capacity for the items and manpower to collect it, we have drafted an amendment that would require citizens to call in and schedule the pickup for their item, but it wouldn't have to be on their day of collection any longer, so more flexibility of when they want to get rid of items and it's still no charge. We also included that the pickup must be completed in no more than 5 days from the time of call in. In most cases it would be a day or two before collection.

The other item of discussion was that they need to start enforcing the contract regulations that state materials for disposal must not exceed the capacity of the selected container. If citizens are regularly having quantities of trash that exceed the capacity of their current container, they will need to increase the size or quantity of containers to meet their actual trash needs. The containers are priced to maintain a volume-based pricing system, and if people are exceeding the capacity they are paying for, that needs to be corrected. Items outside the container adds considerable time to the efficiency of the collections. The containers are designed to work with a lift arm, and if loose bags or items are outside the container, the driver has to get out and load the items. Additionally, the outside trash is susceptible to animals tearing into it and scattering it around.

Staff recommends approval of the amendment and is supportive of the need to enforce the regulations on capacity.

Recommended

Action: Approve this resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ Jeffrey

Council Member

M___ S___ Brubaker

M___ S___ Kimmons

M___ S___ Davis

M___ S___ Kyser

Passed

Failed

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND AMENDMENT TO THE AGREEMENT FOR RESIDENTIAL AND COMMERCIAL WASTE COLLECTION WITH ADVANCED DISPOSAL SERVICES SOLID WASTE MIDWEST, LLC.

WHEREAS, the City of Moberly, Missouri entered into an agreement with Onyx Waste Services Midwest, Inc (now known as Advanced Disposal Services Solid Waste Midwest, LLC, “Advanced”) effective as of April 30, 2005 and continuing through April 30, 2025 for waste disposal services; and

WHEREAS, the agreement was amended by the parties on September 1, 2018; and

WHEREAS, each party is in good standing under the contract and desire to amend the contract to provide that weekly Bulky Waste item residential pickup will be discontinued to be replaced with arranged Bulky Waste item pickup whereby customers will contact Advanced directly and arrange a date for individual pickup; and

WHEREAS, the City Council has determined that the amendment is in the best interest of the Moberly community.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves the Second Amendment to the waste collection agreement with Advanced and authorizes the City Manager to execute the same on behalf of the City of Moberly.

RESOLVED this 7th day of June, 2021, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk

**SECOND AMENDMENT TO
AGREEMENT FOR RESIDENTIAL AND COMMERCIAL WASTE COLLECTION**

This Second Amendment to that certain Residential Industrial & Commercial Waste Collection Contract ("Second Amendment") is made as of this ____ day of May, 2021 (the "Effective Date") by and between Advanced Disposal Services Solid Waste Midwest, LLC, a Wisconsin limited liability company (the "Contractor"), and the City of Moberly, Missouri (hereinafter called the "City").

RECITALS

The City of Moberly, Missouri, and Onyx Waste Services Midwest, Inc., and Onyx Maple Hill Landfill, Inc., entered into that certain Agreement for disposal of Residential and Commercial Waste Collection (the "Agreement") effective as of April 30, 2005, (the "Contract"). The Contractor became the successor, and the Contract was amended on September 1, 2018 (the "First Amendment").

The parties desire to further amend the Scope of Work Exhibit C originally made a part of the Contract and amended by the First Amendment as set forth below.

AGREEMENT

1) Bulky Waste items will no longer be collected by Contractor as part of the regular weekly trash collection and any and all references to such shall collection in the First Amendment shall be removed including the 2nd and 5th bullet points on page 6 of the First Amendment and replaced with "Contractor shall collect Bulky Waste items from Residential Premises in the event the resident has contacted Contractor directly to arrange a scheduled pickup time, at no charge." The appointment for collection will be within five (5) days from the date of request.

2) Except as modified herein, the terms and conditions of the Agreement shall continue in full force and effect.

The parties have caused this Second Amendment to be executed by their duly authorized representatives effective as of the day and year first above written.

Advanced Disposal Services Solid Waste Midwest, LLC City of Moberly, Missouri

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**FIRST AMENDMENT
TO
AGREEMENT FOR RESIDENTIAL AND COMMERCIAL WASTE COLLECTION**

This First Amendment to that certain Residential Industrial & Commercial Waste Collection Contract (this "Amendment") is made as of this 1st day of September, 2018 (the "Effective Date") by and between Advanced Disposal Services Solid Waste Midwest, LLC, a Wisconsin limited liability company (the "Contractor"), and the City of Moberly, a municipal corporation of Moberly, Missouri (hereinafter called the "City").

WITNESSETH:

WHEREAS, pursuant to an Agreement between The City of Moberly, Missouri, a municipal corporation and Onyx Waste Services Midwest, Inc., now known as Advanced Disposal Services Solid Waste Midwest, LLC and Onyx Maple Hill Landfill, Inc., now known as Advanced Disposal Services Maple Hill Landfill, Inc., the parties entered into that certain Agreement for disposal of Residential and Commercial Waste Collection (the "Agreement") effective as of April 30, 2005 to continue until April 30, 2025 (the "Contract").

WHEREAS, the parties desire to extend the term of the Contract and otherwise amend the Contract, in part, on the terms and conditions as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual grants and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Defined Terms. All capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed thereto in the Contract.

Section 2. Amendment. This Amendment shall be deemed to be an amendment to the Contract and shall not be construed in any way as a replacement or substitution therefor. All of the terms and provisions of this Amendment are hereby incorporated into the Contract as if such terms and provisions were set forth therein in full. Subject to the foregoing and to the terms hereof; the parties hereby agree that the Contract is hereby amended as follows:

- (a) **Term** — Section 12 of the Contract is hereby amended in part to provide that the Contract shall terminate April 30, 2030 and may be renewed thereafter for additional five-year periods subject to proper notification to the City by the Contractor as set forth in the Contract.
- (b) **Solid Waste Collection Service** — Section 3 is hereby amended in part to provide that City shall provide Contractor with an exclusive license to include temporary roll off as well as Permanent Industrial services. All units with utilities are required to pay for trash services.
- (c) **Recyclable Material Collection/Processing** — Section 4 of the Contract is hereby amended in part to provide that Contractor shall have the exclusive right to collect recyclable material from City Residential units and non-containerized commercial units. The City no longer operates Material Recovery Facility, therefore, the second and third sentences are deleted in its entirety and replaced with "All recyclables will be transported to Advanced Disposal's Moberly Transfer Station, where it will be loaded on a recycle trailer and hauled to a qualifying Material Recovery Facility".

All residential units and non-containerized commercial units must sign up for the service by contacting Contractor. There is no additional fee to participate in the bi-weekly recycle collection program and each participant will receive 1-65gallon cart per unit for the storage and disposal of recycle material. All recycle must fit within the cart with the lid closing for collection. Units requiring a 2nd cart for collection may obtain one for an additional \$5.00 per month. Accepted items include: Plastics #1 & #2, aluminum cans, steel cans, paper, newspaper, junk mail, and corrugated cardboard.

Items not accepted include: Styrofoam, glass, shredded paper, pizza boxes, paper towels, toilet paper, paper plates, diapers, and items that are not clean and dry from food or other debris.

Downtown non-containerized commercial units will be included within the recycling program and will receive a cart for collection of recyclable materials and/or negotiation of a recycling container provided downtown for the purpose of dropping off recycling materials.

Should the City obtain a Solid Waste Management Grant allowing for the implementation of glass recycling. Advanced Disposal will provide a drop off location available to residential and commercial premises at their Moberly Transfer Station during normal Transfer Station hours. An amendment regarding the Glass collection service will be created once a Grant has been awarded, and prior to the implementation of the program.

(d) The following shall be holidays for the purpose of this Agreement (each a "Holiday"):

New Years' Day
 Martin Luther King Birthday
 Memorial Day
 July 4th
 Labor Day
 Thanksgiving Day
 Christmas Day

Contractor may decide to observe any or all of the above-mentioned Holidays by suspension of Services on the Holiday, but such decision does not relieve the Contractor of its obligation to provide the Residential Solid Waste, Bulk Waste, and White Goods collection service at least once per week (Monday - Saturday) within the week the Holiday occurs (a "Holiday Week"). The Contractor will not be allowed to perform collection Services on Sunday during a Holiday Week. The Contractor shall be responsible for properly publicizing any changes in collection schedules due to observance of Holidays or for other reasons

(e) **Insurance.** Section 15, Second Paragraph is amended in part to read, "Advanced Disposal shall provide the City with certificates of insurance or other satisfactory evidence that such insurance has been procured and is in force, naming the City as an additional insured on the general liability and auto policies" The last sentence of paragraph 2 is hereby amended to read :Said policies shall not thereafter be cancelled or permitted to expire without thirty (30) days prior notice of any cancellation or non-renewal decision with respect to such bond...

Section 3. Reference to and Effect upon the Existing Contract

- (a) Effectiveness Recitals. This Amendment shall be effective only upon receipt by each of the City and the Contractor of at least one fully executed copy of this Amendment. Upon the effectiveness of this Amendment, and on and after the date of such effectiveness, each reference in the Contract to "this Agreement", this "Contract", "hereunder", "hereof", "herein", or words of like import, and each reference to the Contract in any other related document shall mean and be a reference to the Contract as amended hereby. The parties agree that the "whereas" recitals set forth above are true and correct and are hereby incorporated into this Amendment by reference.
- (b) Authority. Each party represents and warrants to the other party that (i) this Amendment has been duly and validly authorized, executed and delivered by it, and is a valid and binding agreement enforceable against it accordance with its terms; (ii) the persons executing this Amendment on behalf of the applicable party has been authorized and empowered to do so; (iii) each party has fully power

and authority to enter into and perform this Amendment in accordance with its terms. The parties acknowledge and agree that this letter agreement shall inure to the benefit of and be enforceable by the parties hereto. The parties signing this Contract on Behalf of the City have been authorized to do so by specific action of the City adopted the ___ day of ___, 2018 in open meeting and of record in its official minutes.

(c) Ratification and Confirmation Generally. Except as specifically amended above, the Contract shall remain in full force and effect and all of its respective terms and conditions are hereby ratified and confirmed.

(d) Reaffirmation of Representations, Covenants, Etc. Each of the parties hereby reaffirms to the other parties each of the representations, warranties, covenants and agreements set forth in the Contract with the same force and effect as if each were fully restated herein and made as of the date hereof; except to the extent that any such representations or warranties relate to a specific prior date or period. Each party further affirms, represents and agrees that, as of the date hereof, such party has no counterclaims, defenses or offsets whatsoever to the Contract.

Section 4. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Missouri

Section 5. Counterparts. This Amendment may be executed in any number of separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

Section 6. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

Section 7. Successors and Assigns. This Amendment shall be binding upon Operator and Hauler and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the date first above written.

**ADVANCED DISPOSAL SERVICES
SOLID WASTE MIDWEST, LLC**

By: [Signature]

Name: DANIEL D DEWAARD

Title: Vice President

CITY OF MOBERLY, MISSOURI

By: [Signature]

Name: BRIAN CROWL

Title: City Manager

Attest: Shirley Oney

EXHIBIT "A" SERVICE FEES

#6.

New Rates (\$3.00 Royalty fee per home is included in rates listed below)

95 Gallon	\$19.50
65 Gallon	\$16.50
35 Gallon	\$13.00

35 Gallon Senior (where owner of home listed on water bill is aged 65 years or older \$11.00)

Customers may choose to get an additional trash cart (like size or smaller size) for a \$5.00 per month fee charged in addition to monthly trash collection fee.

Due to space restraints, Downtown non commercial container customers and residential units may utilize the locked convenience centers that will be provided. The cost for this service will be \$13.00 per month, and the Downtown non commercial container customer and residential unit must contact city to sign up for this service.

COMMERCIAL 2018 PRICING

Size	1x/week	2x/week	3x/week	4x/week	5x/week	Extra P/UP	Hopper Charge Overfilled Container
1 1/2 yd	\$ 37.91	\$ 54.47	\$ 71.51	\$ 89.50	\$ 92.80	\$ 26.61	\$ 25.00
2 yd	\$ 45.26	\$ 89.64	\$ 123.16	\$ 133.17	\$ 154.23	\$ 26.61	\$ 25.00
4 yd	\$ 85.36	\$ 157.53	\$ 214.99	\$ 275.69	\$ 300.46	\$ 26.61	\$ 25.00
6 yd	\$ 116.70	\$ 190.19	\$ 260.17	\$ 335.80	\$ 418.84	\$ 39.91	\$ 25.00
8 yd	\$ 148.81	\$ 239.95	\$ 386.12	\$ 595.07	\$ 856.95	\$ 52.94	\$ 25.00

City Containers

2018

City Services

\$353.02

16 Containers for City Works

\$ 24.32

Wastewater @ Seven Bridges On Call

\$ 58.15

Parks & Rec Aquatic Center On Call Oct-Mar

\$144.48

Parks & Rec Aquatic Center On Call April-Sept

\$ 79.29

Parks & Rec Lodge 1x/week

\$ 79.29

Parks & Rec RV Park 1x/week

\$ 37.01

Shriners Ranger Station On Call

\$ 24.32

Oakland Cemetery On Call

Transfer Station

Moberly Transfer Station

2018

Trash per Ton

\$ 56.00

Round to nearest dollar

Demolition per Ton

\$ 56.00

Freon Appliances

\$ 25.00

Non Freon Appliances

\$ 10.00

Minimum Charge

\$ 33.00

Untarped Loads

\$ 25.00

Moberly Landfill Rate - City of Moberly to Maple Hill

\$ 22.91

Moberly City Works - City of Moberly to Moberly TS

\$ 32.12

Roll Off

20yd

\$100.00 Delivery

\$225.00 Per Haul

\$60.00 Per Ton

\$10.00 a day rent after the first 10 days

30 yd

\$100.00 Delivery

\$275.00 Per Haul

\$60.00 Per Ton

\$10.00 a day rent after the first 10 days

40yd

\$100.00 Delivery

\$325.00 Per Haul

\$60.00 Per Ton

\$10.00 a day rent after the first 10 days

EXHIBIT "B" SERVICE FEES ADJUSTMENT

- (a) No Changes to current increase.
- (b) PETITION FOR UNUSUAL OR UNANTICIPATED COSTS - The Contractor may pass along additional rate adjustments on the basis of unusual changes in the cost of operations, such as new or revised laws, taxes, fees, ordinances or regulations; changes in the location of disposal sites or changes in disposal fees; and for other reasons. The City shall have the right, as a condition for its approval, to demand inspections by itself or by an independent auditor of pertinent records that demonstrate the need for an adjustment to the rates. The Contractor may pass on actual increases in disposal costs, state local and federal taxes, fees, surcharges and Missouri Environmental Fees immediately upon such cost being incurred by the Contractor at the rate of \$0.10 per unit per month for each \$1.00 per ton increase. The Contractor shall document such increases to the City.
- (c) The Energy Surcharge set forth in Onyx Service Fees Adjustment Exhibit (c) of the Contract is hereby amended in its entirety as follows: The rates charged by Contractor are based on a maximum fuel cost of \$4.00 per gallon (the "Base Rate"). If the average price of Ultra Low Sulfur No. 2 Diesel Fuel for the Midwest Region, as published by the United States Energy Information Administration (available at https://www.eia.gov/dnav/pet_pri_gnd_dcus_r20m.htm) for the prior calendar quarterly period is above the Base Rate then Contractor may charge, and the City shall pay, an Energy Surcharge. The Energy Surcharge shall be calculated as follows: For every \$0.01 per gallon increase above the Base Rate an Energy Surcharge of (0.1%) shall be invoiced to the City.

EXHIBIT "C"
RESIDENTIAL AND NON-CONTAINERIZED COMMERCIAL COLLECTIONS SERVICE
SCOPE OF

WORK EXHIBIT

- Section 2 shall be amended in part to provide that Carts shall be placed at Curbside for collection service as described herein. Carts shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Carts shall be placed as close as practicable to an access point for the Contractor's collection vehicle that permits access by Contractor's collection vehicle to the Carts without endangering Contractor's employees or equipment. Contractor may decline to collect any Residential Solid Waste, Bulky Waste, White Goods or Recycle from any Cart, container, bag, or bundle not so placed or any such Residential Solid Waste not placed in the Cart in accordance with this Amendment.

Downtown non containerized commercial and residential will be provided a trash cart for service, or as an alternative to the trash carts we will also have designated community locked convenience centers that these locations may use. Customer will be charged 13.00 per month for the convenience center usage and must sign-up through the city for this service.

- Section 3 shall be amended in part to provide that Items placed at the curb for collection should be contained within the cart (lid must close). If items or bags cannot be placed in Cart (lid must close), it shall not be collected with the regular pick-up, and the customer shall arrange for a bulky waste pick —up. For bulky waste in addition to Cart collection and the one bulk item per week as provided as part of weekly service, residential units and non-containerized commercial units may contact Contractor and request "special pickups" and shall be charged a rate of \$25.00 per hopper (equal to the size of a 2yd container approximately 14 32-gallon bags of trash), the day in which service will be provided for this service will be negotiated at the time of scheduling the collection and paying fees..
- Contractor shall furnish the Carts for every Residential Premises receiving the Services as contemplated by this Amendment. Such Carts shall at all times remain the property of Contractor. It shall be the responsibility of the Residential Premises to properly use and safeguard the Contractor's Carts. Contractor shall maintain the Carts in reasonably good condition, normal wear and tear excepted. Each Customer has the care, custody, and control of any Cart furnished by Contractor and such Customer shall have the sole responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such Cart and for the cleanliness and safekeeping of such Cart. Contractor shall have the right to charge Customers for the costs of repair or replacement of Carts, including delivery fees, if such repair or replacement is required as a result of abuse, misuse or damage, fire, or theft.
- Customers may request one or more additional Carts from Contractor for an additional volume of collection Services. Customers shall pay City for each additional Cart (Service Fees Exhibit A), including the delivery of such Carts, and Contractor shall receive payment from the City for the additional Service to be provided to such Customer, as if such additional Service constituted an additional Residential Premises, at the then applicable rate of compensation payable to Contractor as contemplated by this Agreement.
- Contractor shall collect Bulky Waste from the Residential Premises that generated such Bulky Waste, one (1) time per week, on the same day as scheduled for Residential Solid Waste collection service, at Curbside. "Bulky Waste" means discarded items that are larger than three (3) feet in any dimension, and/or heavier than fifty (50) pounds in weight, and/or otherwise will not fit within an empty Cart, thus too large or too bulky to be collected by Contractor as contemplated by this Agreement, including but not limited to items such as mattresses and box springs, indoor/outdoor furniture, swing sets (dismantled), plastic

swimming pools, large toys, bicycles, fish aquariums, sofas, chairs, tables, carpets 4'x4' rolled and bundled, televisions, microwaves, barbeque grills (propane removed), sinks and bathroom fixtures, toilets (tanks removed and set beside bowl), and other similar items.

- Contractor shall collect White Goods from the Residential Premises that generated such White Goods, two (2) times per year, collections will take place the third (3rd) Monday in May and the third (3rd) Monday September. Residential Premises must contact Advanced Disposal by 2:00pm on Friday prior to the scheduled White Goods collection date and pay the associated fees (see service fees). It is the responsibility of the Customers located at the Residential Premises to insure that prior to disposal, White Goods are empty of all foods and liquids, and that any CFCs and PCBs have been evacuated and captured by a certified technician in accordance with all applicable law, and that doors have been removed from freezers and refrigerators. The Contractor is not required to collect White Goods that do not meet these standards. "White Goods" include refrigerators, ranges, water heaters, freezers, dishwashers, trash compactors, washers, dryers, air conditioners, humidifiers, dehumidifiers, water softeners and commercial large appliances.
- Contractor shall not be deemed to be in default of this Agreement in any manner in the event Contractor fails or refuses to collect any such Bulky Waste or White Goods from any Residential Premises because the Bulky Waste and/or White Goods were not timely placed for collection at Curbside in compliance with this Agreement.
- Non-Curbside Service for Disabled Persons
Contractor shall provide back/side-door Residential Solid Waste collection services ("Non-Curbside Service") to Disabled Persons as identified by the City who are physically unable to place the Cart at Curbside for collection by Contractor at the designated time and date contemplated by this Agreement. In no case will the quantity of persons receiving Non-Curbside Services exceed two percent (2%) of the total Residential Premises located in the City. Contractor shall provide Non-Curbside Service at no additional charge than the Service Fees then in effect for those residents not physically able to take Carts to Curbside, provided however, that such exemptions will be granted only if there is no other occupant of the Residential Premises physically capable of placing the Cart at Curbside. Prior to Contractor being required to provide such Non-Curbside Service to any person, any such person requesting Non-Curbside Service must obtain a physician's certificate certifying such disability and provide the physician's certificate to the Contractor. In no event will Non-Curbside Service be provided at a distance of more than 150 feet from the public roadway. In the event Non-Curbside Service is provided pursuant to this Section 3.3, the Disabled Person shall use the Cart for storage of Residential Solid Waste but must place the Residential Solid Waste in bags, designed to accommodate storage of waste, each bag not to exceed 30 pounds in weight. Non-Curbside Services are not available for the collection of Yard Trash, commercial solid waste, Bulky Waste, or White Goods and shall only be provided to Disabled Persons at Residential Premises. "Unacceptable Waste" means (a) waste and materials that are not part of the Services contemplated hereunder as determined by Contractor, (b) Hazardous Waste, Biomedical Waste, Special Waste, tires, yard waste, concrete, rock, contaminated soil, paints, paint solvents, unemptied aerosol cans, compressed gas cylinders, large engine parts, small engines containing oils or fuels, chemicals, large glass panes, large tree debris, stumps, ammunition of any type, dead animals larger than 10 lbs, and firearms, (c) waste of which the acceptance and handling by Contractor would cause a violation of any permit condition, legal or regulatory requirement, substantial damage to Contractor's vehicles, equipment or facilities, or present a substantial danger to the health or safety of the public or Contractor's employees, and (d) waste which is or may be prohibited from disposal at the applicable disposal site by local, federal or state law, regulation, rule, code, ordinance, order, permit or permit condition.

EXHIBIT "D"
COMMERCIAL SERVICES COLLECTION SERVICE SCOPE OF WORK EXHIBIT

- Commercial container sizes that are offered for weekly service are 1.5yd (existing customers only), 2yd, 4yd, 6yd and 8yd frontload containers. These containers are available for service for up to five (5) times per week.
- Containers must be filled (and are charged) as level full. Items may not be stacked on top of containers for collection. In the event an extra pickup is needed arrangements need to be made in advance (see service fees).
 - "Unacceptable Waste" means (a) waste and materials that are not part of the Services contemplated hereunder as determined by Contractor, (b) Hazardous Waste, Biomedical Waste, Special Waste, tires, yard waste, concrete, rock, contaminated soil, paints, paint solvents, emptied aerosol cans, compressed gas cylinders, large engine parts, small engines containing oils or fuels, chemicals, large glass panes, large tree debris, stumps, ammunition of any type, dead animals larger than 10 lbs, and firearms, (c) waste of which the acceptance and handling by Contractor would cause a violation of any permit condition, legal or regulatory requirement, substantial damage to Contractor's vehicles, equipment or facilities, or present a substantial danger to the health or safety of the public or Contractor's employees, and (d) waste which is or may be prohibited from disposal at the applicable disposal site by local, federal or state law, regulation, rule, code, ordinance, order, permit or permit condition.

EXHIBIT "E"
TEMPORARY ROLL OFF SERVICES COLLECTION SERVICE SCOPE OF WORK
EXHIBIT

- Roll Off Delivery will take place the day Roll Off is scheduled or within 24 hours (Monday-Friday), if the call is placed prior to 9a.m. and the customer executes a signed service agreement.
- Container must be level full.
- Items on top of container or beside the container will not be collected.
- Container must be set on a hard surface (concrete, gravel, etc.) and must be accessible at all times. If container is blocked at time of service and we are unable to perform scheduled work a trip fee of \$83.00 will be charged.
- Containers that will remain on site longer than 10 days will require written city permission.
- Containers that will be set on city streets require written city permission.
- Removal of heavy material such as dirt, rock or concrete may be limited to size and be required to fill Roll Off only half full, and must notify this usage at time of set up request.
- Roll Offs requested for burnt residue must obtain Fire Dept information showing that the fire has been extinguished for at least 2 weeks prior to the delivery of the container.
- Asbestos and other Special Waste disposal requires Special Waste Permits prior to loading into a Roll Off or bringing to the Landfill. Customer must declare this material prior to renting a roll off and the proper paperwork will be sent.

EXHIBIT "F"
Hours/Days/Rules of Transfer Station

Moberly Transfer Station
101 Martin Lane
Moberly, MO 65270

Hours of Operation 7:30am-3:00pm Monday — Friday

The Transfer Station will be open the following Saturdays;

January-February		Closed Saturdays
March-April May-	8:00am-12:00pm	Saturday of each month
August	8:00am-12:00pm	Every Saturday
September-	8:00am-12:00pm	1 st Saturday of each month
November		Closed Saturdays

Transfer Station

Moberly Transfer Station	2018	
Trash per Ton	\$ 56.00	Round to nearest dollar
Demolition per Ton	\$ 56.00	
Freon Appliances	\$ 25.00	
Non Freon Appliances	\$ 10.00	
Minimum Charge	\$ 33.00	
Untarped Loads	\$ 25.00	

Moberly Landfill Rate - City of Moberly to Maple Hill	\$ 22.91
Moberly City Works - City of Moberly to Moberly TS	\$ 32.12

- Dump Trucks are not permitted.
- No ASBESTOS
- No TIRES
- No LIQUIDS (such as paint, gas or oil)
- No SPECIAL WASTE
- No SOIL/DIRT
- No YARD WASTE

Residents may bring their one bulk item directly to the Transfer Station for disposal. They must provide a photo id and the most recent copy of their water bill.

In the event the Transfer Station must close during regular business hours due to maintenance, scale issues, or other situations out of our control, the following will be done;

- A sign will be hung on the gate notating when we are expected to reopen.
- A notification will be emailed to the City noting the reason for closure, and when we will reopen for regular business hours.
- We will attempt to contact charge account customers.
- If the closure is expected to last more than a 24 hour period, we will post information regarding the closure on our website as well as on KRES/KWIX related to the closure.

City of Moberly

City Council Agenda Summary

Agenda Number: #7.

Department: Parks and Recreation

Date: June 7, 2021

Agenda Item: A Resolution Approving A Contract For The Purchase Of Real Estate Within Rothwell Park And Ratifying The Execution Of The Contract On Behalf Of The City.

Summary: Three lots in Rothwell Park near the archery range (east of the aquatic center) are privately owned and recently became available. These lots total .75 acres. To protect the integrity of the park as a whole including adjacent assets such as the archery range, aquatic center, and even the campground down the road, it is important that the City acquire these lots. The mutually agreed to price is \$30,000 (\$29,000 purchase price and \$1,000 earnest money).

Recommended

Action: Approve the resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Davis** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT FOR THE PURCHASE OF REAL ESTATE WITHIN ROTHWELL PARK AND RATIFYING THE EXECUTION OF THE CONTRACT ON BEHALF OF THE CITY.

WHEREAS, city staff previously notified the city council of the listing for sale of certain real estate located within Rothwell Park; and

WHEREAS, the city council authorized staff to make an offer to purchase the real estate; and

WHEREAS, city staff made an offer for the real estate (which is generally described in the attached contract) which was accepted by the seller pursuant to the terms of the attached Vacant Land Sale Contract and city staff made an earnest money deposit of \$1,000.00; and

WHEREAS, closing on the contract is set for June 17, 2021 once the seller has produced a Title Commitment insuring marketable title in their names.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby ratifies the actions taken by city staff in entering into the contract and making an earnest money deposit and further authorizes city staff to close on the purchase of the property on the price and terms set forth in the contract and to take such other and further actions as may be necessary to complete the purchase.

RESOLVED this 7th day of June, 2021, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk



Vacant Land Sale Contract

This Contract has legal consequences. If you do not understand it, consult your attorney.

This Vacant Land Sale Contract ("Contract") is made by and between:

City of Moberly ("Buyer") and the undersigned "Seller".

1. PROPERTY.

Seller agrees to sell and Buyer agrees to buy the real estate located in the municipality of (if incorporated) _____
(if left blank, deemed unincorporated and outside of municipal boundaries) and commonly known as:

24 Highway Moberly MO 65270 Randolph
Street Address City Zip Code County

☐ (Check box if legal description attached)

If no legal description is attached, then legal description on Seller's vesting deed(s) to govern.

Such real estate, together with all attached improvements and fixtures thereon (unless specifically excluded below), all rights, privileges and easements appurtenant thereto, and any item of personal property specifically included below, are collectively the "Property".

2. INCLUSIONS AND EXCLUSIONS.

The Purchase Price and the Property includes (but is not limited to) all permanently attached equipment and fixtures not specifically excluded below which now exist and are located on the real estate, all of which Seller warrants to convey free and clear. *Note: This Contract, and not the Seller's Disclosure Statement, multiple listing or other promotional material provides for what is included in this sale. To avoid misunderstanding, list below, as "included" or "excluded", any items which may be subject to question.*

The following items are also included in the sale (e.g., list any non-affixed equipment, machinery or other personal property to be included):

The following items are excluded from the sale (e.g., list any items reserved, leased or otherwise not owned by Seller such as satellite dish equipment):

3. PURCHASE PRICE/EARNEST MONEY.

The "Purchase Price" for the Property to be paid by Buyer (subject to adjustments as provided herein) is: \$ 29,000.00

The "Seller Concessions" (if any) to be credited by Seller at Closing (see §10) are (\$0 if none stated): \$ 0

The "Earnest Money" to be applied to Purchase Price at Closing is (if applicable, check one below) \$ 1000.00

☐ has been provided (recipient to complete "Receipt & Acknowledgement" following this Contract)

☒ shall be delivered by Buyer to the Escrow Agent no later than ten (10) days after the Effective Date (unless otherwise specified).

All Earnest Money shall be delivered to Boone Central Title ("Escrow Agent").

Note: If additional Earnest Money is to be supplied at any time prior to Closing, or if any Earnest Money is to be treated as non-refundable, attach an appropriate rider, such as MSC-2001R (Earnest Money Rider). See also §8 below.

Escrow Agent shall confirm its deposit of any Earnest Money upon request by any party, and may retain any interest earned thereon. Buyer shall pay the balance of the Purchase Price, by any form of funds acceptable to Closing Agent ("Funds"), at Closing.

4. CLOSING.

Subject to the terms of this Contract, this sale will be closed (meaning the unconditional release and exchange of the Deed for the Purchase Price, together with all other documents and Funds required by this Contract, the "Closing") at the office of (the Title Company identified at §6 unless otherwise specified) Century 21 McKeown & Associates, Inc. ("Closing Agent") at

2040 Silva Ln. Moberly, MO 65270, MO on or before June 17, 2021 (the "Closing Date").

Specify Location Month Day

Possession and all keys will be delivered to Buyer at Closing. *Note: Attach a rider if possession is to be transferred other than as of Closing: See e.g., RES-3010 (Residential Lease); MSC-2080R (Possession by Buyer Prior to Closing); MSC-2090R (Possession by Seller After Closing); MSC-2085R (Limited Purpose Entry by Buyer Prior to Closing).*

Brokers are not responsible for delivery of keys. Buyer should change locks following possession.

Unless specified otherwise, Seller warrants that the Property will be vacant as of the time of Closing (e.g., except for tenant(s) in possession pursuant to a lease approved pursuant to this Contract), and in its present condition (together with any improvements or repairs required by this Contract), ordinary wear and tear excepted, and free of any debris or personal property not included above. *(Note: If the Property is to remain tenant occupied, please complete and attach Rental Property Rider MSC-2035R).*

5. APPRAISAL/ FINANCING. (Check all applicable boxes)

Note: A lender's loan approval process does not always include a traditional appraisal. Different types of "appraisals" are available and underwriting requirements vary. If Buyer's performance under this Contract is to be independently conditioned upon the Property appraising at the Purchase Price, Buyer should check box A and complete the following.

☐ A. Appraisal. Buyer's performance under this Contract is contingent upon the Property appraising at not less than the Purchase Price, by an appraiser selected by Buyer and licensed by the State of Missouri (or selected by Buyer's lender if this Contract is also contingent on financing). If the appraised value is less than the Purchase Price, Buyer may request a reduction in the Purchase Price (but not less than the appraised value). If Buyer desires to act on this contingency, Buyer must deliver a written request (and a copy of the appraisal) to Seller no later than N/A days (25 if none stated) after the Effective Date. *Note: MSC-2020N Appraisal Notice (Part A) may be used for this purpose.* If Buyer does not timely deliver the Appraisal Notice to Seller, this contingency shall be deemed waived. If the parties do not reach a written agreement to reduce the Purchase Price as requested within N/A days (5 if none stated) after delivery of the Appraisal Notice to Seller (the "Appraisal Resolution Deadline"), then this Contract shall automatically terminate

(with Earnest Money returned to Buyer, subject to §8) unless Buyer waives this contingency by delivering Notice thereof to Seller on or before the Appraisal Resolution Deadline. *Note: MSC-2020N (Part C) may be used for this purpose.* If the Purchase Price is reduced, the loan amount in Buyer's financing contingency (if any) shall be proportionately reduced.

☒ B. Not Contingent Upon Financing. Although not a condition to performance, Buyer may finance any portion of Purchase Price.

☐ C. Nonconventional. Attach Government Loan (MSC-2011R) Seller Financing (MSC-2012R) or Assumption (MSC-2013R) Rider.

☐ D. Conventional. Buyer agrees to do all things reasonably necessary, including but not limited to completing a loan application, paying for a credit report, appraisal and any other required fees, providing all information required by lender and otherwise cooperating fully to make a good faith effort to obtain the financing described below. If Buyer does not deliver Notice, provided by Buyer's lender, to Seller of Buyer's inability to obtain a loan on the terms described below, by 5:00 p.m. on the date (the "Loan Contingency Deadline") which is _____ days (25 if none stated) after the Effective Date, then this contingency shall be deemed waived and Buyer's performance under this Contract shall no longer be conditioned upon Buyer obtaining financing; provided however, if such lender will not give Buyer such Notice, then Buyer may directly notify Seller (on or before the Loan Contingency Deadline) by providing a notarized affidavit that Buyer has timely complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such Notice from lender (e.g., see MSC-2010A "Buyer's Financing Contingency Affidavit" or MSC-2010B "Non-Individual Buyer's Financing Contingency Affidavit"). If Buyer has complied with the terms of this paragraph and has timely provided Notice to Seller of Buyer's inability to obtain a loan on the terms described below, then this Contract shall terminate with Earnest Money to be returned to Buyer (subject to §8).

(Complete one or both) Loan amount: _____ % of the Purchase Price, or \$ _____.

Initial interest rate not to exceed: _____ %. Amortization term _____ years.

Rate Type (check one): ☐ Fixed ☐ Adjustable ☐ Other: _____

Other terms (N/A if blank): _____

Note: If the Loan Contingency Deadline passes without a termination, Buyer remains obligated under this Contract and must have available all Funds required to close. A "loan commitment" or "preapproval" does NOT guarantee that Buyer's loan will actually fund.

6. TITLE/SURVEY. *Note: Any Seller paid Title Fees set forth below are in addition to any "Seller Concessions" (see §10).*

Seller shall transfer marketable title to the Property subject only to the Permitted Exceptions, as directed by Buyer, by (unless otherwise specifically agreed) general warranty deed (the "Deed"), properly executed and in recordable form.

Within 10 days (10 if none stated) after the Effective Date (check applicable box below):

☒ A. Seller shall deliver to Buyer a commitment (the "Title Commitment") to issue a current ALTA owner's policy of title insurance in the amount of the Purchase Price (the "Owner's Policy"), both at Seller's cost.

☐ B. Seller shall deliver to Buyer a Title Commitment to issue an Owner's Policy (cost of both to be split 50/50 between parties).

☐ C. Seller shall deliver to Buyer a Title Commitment, at Seller's cost, to issue an Owner's Policy at Buyer's cost.

☐ D. Buyer may order a Title Commitment to issue an Owner's Policy (both at Buyer's cost).

The Title Commitment and Owner's Policy shall be issued by Boone Central Title (the "Title Company").

Buyer, at its sole option, expense and liability, may also obtain a survey of the Property ("Survey") to confirm its legal description and determine if there are any defects, encroachments, overlaps, boundary line or acreage discrepancies, or other adverse matters that may be disclosed. *Note: All surveys are not alike. Buyer should consult with its lender and Title Company as to their survey requirements and ability to provide full survey coverage. MSC-2500 (Survey/Elevation Certificate Order Form) may be used to indicate the type of survey or service Buyer selects and the company to perform the same.*

Buyer has 10 days (20 if none stated) to review the Title Commitment after its receipt, including (except as set forth in §7B with respect to subdivision matters) all use and other restrictions, rights of way and easements, and all other recorded documents which Buyer may desire to obtain (the "Review Period"), and to deliver Notice to Seller of any objections which Buyer has to any matters shown or referred to therein and/or the Survey ("Objections"); provided, however, that if box 6D is checked, then Buyer has N/A days (20 if none is stated) after the Effective Date (which shall be deemed to be the "Review Period") to review all such matters and deliver Notice of any Objections to Seller. *Note: MSC-2055N (Title & Survey Notice) may be used to facilitate the delivery of any Objections.*

If Buyer timely objects, Buyer must also deliver a copy of the Survey and/or Title Commitment to Seller pertaining to such Objections. Seller has 4 days (7 if none stated) after receipt of Buyer's Objections to agree in writing to correct the same, prior to Closing, at Seller's expense. If Seller does not so agree, then this Contract shall automatically terminate unless Buyer, within 2 additional days (3 if none stated) after Buyer's receipt of Seller's response to Buyer's Objections, agrees in writing to accept title without correction of such Objections. *Note: If Seller fails to timely respond to Buyer's Objections, then Seller shall be deemed to have refused to agree to correct any of them.* If the Contract is terminated under this Section, then the Earnest Money is to be refunded to Buyer (subject to §8). If any defect objected to causes a failure of marketable title, then Seller shall be liable for any survey and title charges. Seller is solely responsible and liable for clearing any title exception that arises between the Effective Date and Closing. Any existing monetary lien (other than a lien created as a result of Buyer's actions, and any taxes or assessments to be prorated at Closing) may be paid out of the Purchase Price proceeds. Subject thereto, any item shown (or which could have been shown) on the Survey or Title Commitment for which Buyer does not timely deliver a Notice of Objection shall be deemed waived, and together with all laws and zoning ordinances, are collectively referred to herein as the "Permitted Exceptions". The Owner's Policy must include mechanic's lien coverage. Subject to any Seller Concessions (see §10), Buyer is solely responsible for the cost of any lender title insurance policy.

7. INSPECTIONS.

A. General. The Property is being sold in its present condition, with no warranties, expressed or implied (except as may be given to Buyer in writing). Conditions of the Property that are disclosed or clearly visible should be considered by Buyer in selling the Purchase Price, or by making correction of such conditions by Seller a requirement of this Contract. Notwithstanding anything herein to the contrary, Buyer may inspect (or appraise) the Property or have it inspected (or appraised) by others on Buyer's behalf. Buyer agrees to immediately repair any damage to the Property, and to indemnify and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation reasonable attorney fees and court costs, resulting from any inspection of the Property, which obligations shall survive termination of this Contract. Waiver of any inspection rights under this §7 shall not waive any other rights of Buyer herein. Seller agrees to permit inspections of the Property by any qualified inspector or appraiser selected by Buyer and/or required by Buyer's lender, upon reasonable advance Notice to Seller.

B. **Property Data.** Within 0 days (5 if none stated) after the Effective Date (the "Property Data Review Period"), Buyer may review additional data regarding the Property, including but not limited to: zoning regulations; subdivision indentures, covenants, declarations and restrictions, association bylaws, rules and regulations, and financial information for the subdivision of which the Property is a part; taxes; school district; square footage of improvements; and the presence of registered sex offenders or other convicted criminals in the area ("Property Data"). If unsatisfied with any Property Data, Buyer may terminate this Contract (with Earnest Money returned, subject to §8) by delivering Notice thereof to Seller prior to expiration of the Property Data Review Period. *Note: MSC-2049N (Property Data Review Termination Notice) may be used for this purpose.* Failure to timely provide such Notice constitutes a waiver of such termination right and Buyer's acceptance of all Property Data.

C. **Inspection Reports.** Buyer may, at Buyer's option and expense, obtain written inspection reports of the condition of the Property as reasonably deemed necessary by Buyer or its lender, including but not limited to the condition or presence (if any) of: flood plain status; environmental hazards; plumbing, including water well and irrigation, sewer, septic and waste water treatment systems; electrical systems and equipment; gas lines; soils and drainage; *Note: The availability of insurance must also be ascertained during the Inspection Period, including but not limited to homeowner's and flood insurance, and the possibility that premiums may increase over the amount previously charged for insurance coverage(s).*

D. **Inspection Notice.** Buyer must furnish a complete copy of the relevant written inspection report(s) to Seller, along with a written list of any unacceptable condition(s) noted therein (the "Inspection Notice", See MSC-2050N), within 0 days (10 if none stated) after the Effective Date (the "Inspection Period"); but if an inspection report indicates a specialist is required for further inspection on a particular area(s) of the Property (a "Specialist Report"), Buyer may give Notice of same to Seller (prior to expiration of the Inspection Period) and receive an additional 0 days (5 if none stated) to provide the Inspection Notice. *Note: MSC-2047N (Notice of Additional Time for Specialist Report) may be used for this purpose.* All inspection reports, including further specialist evaluations, are the sole responsibility of Buyer, and not Seller. *Note: Buyer may submit only 1 Inspection Notice. It must include all matters unacceptable to Buyer and a copy of all relevant inspection report(s)/Specialist Report(s). Buyer may not object to anything that is not in an inspection report or Specialist Report.* Failure to perform any inspection or to timely deliver an inspection Notice constitutes a waiver and acceptance by Buyer of all conditions.

If an Inspection Notice is timely given, it shall state if:

- (1) Buyer is satisfied with all inspections;
- (2) There are unacceptable conditions to be satisfied by Seller (prior to scheduled Closing Date, unless otherwise specified); or
- (3) Buyer elects to terminate the Contract, with Earnest Money returned to Buyer (subject to §8), excepting only as follows:

LIMITATION of Inspection rights (only applies if the following box is checked):

☐ (Check Box only if applicable) Buyer waives its right to unilaterally terminate the Contract (i.e., Buyer waives option (3) above). Buyer must give Seller an opportunity to correct, prior to the scheduled Closing Date, unacceptable conditions noted (i.e., Buyer's Inspection Notice must select from only option (1) or (2) above).

WAIVER of Inspection rights (only applies if the following box is checked):

☐ (Check Box only if applicable) Buyer waives its right to object to any Property Data or to submit an Inspection Notice with respect to any matter described in this §7.

E. **Resolution Period.** If this Contract is not terminated as provided above, the parties shall have 0 days (10 if none stated) after Seller's receipt of the Inspection Notice (the "Resolution Period") to reach a written agreement as to (a) who will complete and pay for the correction of any unacceptable conditions; or (b) a monetary adjustment at Closing in lieu thereof; or this Contract will automatically terminate with Earnest Money to be returned to Buyer (subject to §8). Either a written commitment by (a) Seller to meet all requirements originally submitted by Buyer in the Inspection Notice (at Seller's expense prior to the scheduled Closing Date); or (b) by Buyer to accept the Property without satisfaction of any such requirement; shall constitute an "agreement" for purposes of this paragraph, even if earlier negotiations failed. *Note: A monetary adjustment may affect the terms of Buyer's loan (e.g., down payment, interest rate and private mortgage insurance), and may also affect Buyer's ability to obtain any required occupancy permit.*

F. **Municipal/Governmental Inspections.** Seller agrees to apply for any required occupancy compliance inspection, including those of any municipal, conservation, fire district or other governmental authority (e.g., back flow certification) at Seller's expense. If the Property does not pass all such inspections, Seller must provide Notice to Buyer within 0 days (15 if none stated) after the Effective Date of any violation or requirement that Seller will not correct or satisfy; Failure to provide timely Notice eliminates Seller's ability to negotiate any noted inspection violation or requirement, and Seller must correct and satisfy all such matters prior to the scheduled Closing Date. If Seller timely notifies Buyer of Seller's refusal to correct or satisfy all such matters, Buyer and Seller have 0 days (10 if none stated) after Buyer's receipt of Seller's Notice in which to reach a written agreement as to (a) who will complete and pay to correct and satisfy all such matters; or (b) to a monetary adjustment at Closing in lieu thereof; or this Contract will automatically terminate with Earnest Money to be returned to Buyer (subject to §8). Either a written commitment by (a) Seller to correct and satisfy all such matters, at Seller's expense prior to the scheduled Closing Date; or (b) Buyer to accept the Property without correction or satisfaction of any matter contained in the original report provided; shall constitute an "agreement" for the purposes of this paragraph, even if earlier negotiations failed. *Note: A monetary adjustment may affect the terms of Buyer's loan (e.g. down payment, interest rate and private mortgage insurance), and also Buyer's ability to obtain any required occupancy permit. Buyer is cautioned not to rely on governmental inspections, and to become independently satisfied with the condition of the Property.*

G. **Broker Role.** Buyer (and all involved real estate licensees, including the broker(s) assisting Buyer and/or Seller and their respective licensees identified in §25 below, collectively, the "Brokers") may be present during any inspection of the Property and "walk-through." Such presence shall only serve to assist in the coordination of and compliance with the terms of this Contract, and not in any way be interpreted as providing Brokers with special knowledge or understanding of any inspection results. The parties will rely only upon inspection results provided by the appropriate expert(s), and acknowledge that Brokers have no expertise or responsibility in determining any defects. The parties will also not rely upon Brokers in any way as to the selection or engagement of a particular company for any inspection, warranty or service. Inspections, warranties and services may be offered by more than one company, and the determination to select and engage a particular company, and the completeness and satisfaction of any such inspection, warranty or service, is the sole responsibility of Buyer. When choosing to engage a lender, inspector, warranty, service,

little or repair company, or any other service provider, Buyer should consider, but not be limited by, the existence of errors and omissions insurance, liability insurance, business and professional licensure, membership in professional associations and years of experience. *Note: Buyer may use form MSC-2045 (Buyer's Inspection Authorization) to coordinate this process.*

Note: Under Missouri law, Brokers are immune from liability for statements made by engineers, land surveyors, geologists, environmental hazard experts, wood destroying inspection and control experts, termite inspectors, mortgage brokers, home inspectors, or other home inspection experts unless: (1) the statement was made by a person employed by a Broker; (2) the person making the statement was selected and engaged by the Broker; or (3) the Broker knew prior to Closing that the statement was false (or acted in reckless disregard as to whether the statement was true or false). A Broker shall not be the subject of any action and no action shall be instituted against a Broker for any information contained in any Seller disclosure furnished to Buyer, unless the Broker is a signatory to such, knew prior to Closing that the statement was false, or acted in reckless disregard as to whether it was true or false. Acting as a courier of documents shall not be considered to be making any statement contained in such documents.

8. DISPOSITION OF EARNEST MONEY AND ESCROW ITEMS.

Notwithstanding anything herein to the contrary, Escrow Agent and/or Closing Agent (as the case may be, "Escrow Holder") shall not distribute the Earnest Money or any other escrowed funds, personal property, or documents ("Escrow Items") held by it ("Escrow Funds") without the written consent of all parties to this Contract (signatures on the Closing Statement may constitute such consent). Otherwise, Escrow Holder shall continue to hold said Escrow Funds in escrow until: (1) Escrow Holder has a written agreement signed by all parties consenting to its disposition; (2) a civil action is filed to determine its disposition (including an interpleader filed by Escrow Holder), at which time the Escrow Funds and Escrow Items may be paid into court, less any attorney fees, court costs and other legal expenses incurred by Escrow Holder in connection therewith; (3) a court order or final judgment mandates its disposition; or (4) as may be required by applicable law. A Broker who is holding any Escrowed Funds in dispute between the parties is required by §339.105.4 RSMo to report and deliver the moneys to the State Treasurer within 365 days of the initial projected Closing Date. Escrow Holder is hereby authorized to report and deliver any such moneys to the State Treasurer at any time following sixty (60) days after the initial projected Closing Date (absent receipt of written consent of all parties as set forth above). *Note: If an Escrow Holder who is not a licensed real estate broker requires that a separate escrow agreement be executed by the parties, then those separate terms may supersede the terms of this Contract.* Whenever this Contract provides for the return of Earnest Money to Buyer, Buyer agrees that any expenses incurred by or on behalf of Buyer may be withheld by Escrow Holder and paid to the applicable service provider(s).

9. LOSS; CONDEMNATION.

Risk of loss to Improvements on the Property shall be borne by Seller until Closing. Seller agrees to maintain Seller's current fire and extended coverage insurance (if any) on the Property until Closing. Seller shall do ordinary and necessary maintenance, upkeep and repair to the Property through Closing. If, before Closing, all or any part of the Property is taken by eminent domain, or if a condemnation proceeding has been filed or is threatened against the Property or any part thereof, or if all or any part of the Property is destroyed or materially damaged, then Seller shall promptly provide Notice to Buyer of any such event, together with copies of any written communications to and from the condemning authority and/or insurer (as the case may be), the policy limits and (if known) the amount of proceeds payable on account of any physical damage to the Property, and whether Seller intends to restore, prior to the scheduled Closing Date, the Property to its condition as of the Effective Date. If Seller restores the Property to its prior condition before the scheduled Closing Date, then Buyer and Seller shall proceed with the Closing. *Note: MSC-2510N (Property Damage Notice) and MSC-2520N (Taking Notice) may be used to deliver Notice of any Property damage (or Taking) and any election made in connection therewith.*

If the Property is not to be restored to its prior condition by Seller before the scheduled Closing Date, then Seller shall promptly provide Buyer with a copy of any policy(ies) of insurance (or authorize that it be made available), the name and number of the agent for each policy and written authorization (if needed) for Buyer to communicate with the insurer. Buyer may then either: (1) proceed with the transaction and be entitled to all insurance proceeds (and/or condemnation payments and awards), if any, payable to Seller relating to any physical damage caused to the Property, in which case the amount of any such payments theretofore made to Seller (plus the amount equal to any deductible not covered by insurance) shall be a credit against the Purchase Price otherwise payable by Buyer at Closing, and Seller shall assign to Buyer all such remaining claims and rights to or arising out of any such casualty or taking, including the right to conduct any litigation with respect thereto; or (2) rescind the Contract, and thereby release all parties from further liability hereunder, in which case the Earnest Money shall be returned to Buyer (subject to Section 8). Buyer shall give Notice of Buyer's election to Seller within 10 days after Buyer has received Notice of such damage or destruction and the aforesaid insurance information, and Closing will be extended accordingly, if required (i.e., if such information is not received by Buyer more than 10 days prior to the date scheduled for Closing). Seller shall not settle any claim regarding a taking of any part of the Property by eminent domain or condemnation prior to the Closing (or earlier termination of this Contract) without the prior written approval of Buyer, which approval shall not be unreasonably withheld, conditioned or delayed. Failure by Buyer to so notify Seller shall constitute an election to rescind this Contract. A rescission hereunder does not constitute a default by Seller. If Buyer elects to proceed to Closing and Seller has agreed to finance a part of the Purchase Price, then Buyer must use any insurance proceeds to restore the Improvements. The provisions of this Section shall survive Closing.

10. ADJUSTMENTS AND CLOSING COSTS.

Adjustments, charges and Closing costs are agreed to be paid by the parties with sufficient Funds to satisfy their respective obligations hereunder, as of the date of Closing. Such matters and the following prorations shall be itemized on a closing statement prepared by Closing Agent and executed by Buyer and Seller at or prior to Closing (the "Closing Statement"), together with all other documents required of them pursuant to this Contract and/or customarily required by Closing Agent to complete the Closing. The parties hereby specifically permit the involved Broker(s) to obtain and retain copies of both Buyer's and Seller's Closing Statements as required by 20 CSR 2250-8.150. *Note: Buyer is cautioned to always call to confirm instructions before sending any Funds via wire transfer.*

Buyer shall pay for (where applicable):

- (a) hazard insurance premium(s) from and after Closing;
- (b) flood insurance premium if required by lender;
- (c) fees for any Survey or appraisal ordered by or for Buyer;

- (d) Title Company charges (e.g., Closing, recording, escrow, wiring and closing protection letter fees) customarily paid by a buyer in the County where the Property is located;
- (e) any lender charges (e.g., appraisal/credit report fees, loan discount "points", loan origination/funding fees and other loan expenses);
- (f) any inspections ordered by or for Buyer;
- (g) special taxes, subdivision and any other owner association assessments ("Special Assessments") levied after Closing;
- (h) the value of any heating oil or propane gas left in any tank at the Property (based on supplier current charges);
- (i) agreed upon repairs;
- (j) any applicable municipal, conservation, fire district or other governmental authority occupancy compliance permit fees (; and
- (k) any commission or other compensation due from Buyer to the Broker(s).

Seller shall pay for (where applicable):

- (a) existing liens (recorded and unrecorded) and existing loans on the Property (if not assumed by Buyer);
- (b) any Seller Concessions;
- (c) Title Company charges (e.g., Closing, release, escrow, wire and closing protection letter fees) customarily paid by a seller in the County where the Property is located;
- (d) any required municipal, conservation, fire district or other governmental authority occupancy compliance inspection fees;
- (e) so-called "one-time" Special Assessments levied before Closing;
- (f) agreed upon repairs; and
- (g) any commission or other compensation due from Seller to the Broker(s).

The parties shall prorate and adjust between them at Closing (based on a 30 day month), with Seller to pay for day of Closing:

- (a) current rents collected by or on behalf of Seller (Seller to receive rent for day of Closing), with rents delinquent over 30 days to be collected by Seller and not adjusted
- (b) general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year);
- (c) all other profits, royalties, tolls or earnings arising out of or in connection with the Property ("Income") provided that no proration shall be made to any Income of which any portion is more than thirty (30) calendar days past due, which delinquent Income may be collected by Seller. Buyer shall, upon receipt, turn over to Seller any Income received by Buyer after Closing pertaining to any time period prior to Closing and for which no adjustment has been made, after deducting and crediting any amounts due to Buyer for any time period after Closing
- (d) any installments of Special Assessments becoming due and payable during the calendar year of Closing;
- (e) subdivision upkeep assessments and monthly association fee;
- (f) flat rate utility charges (including water, sewer and trash); and
- (g) boat dock fees.

Seller Concessions: Notwithstanding the foregoing, at (and only upon) Closing, Seller shall pay ("Seller Concessions") up to, but not to exceed the amount set forth at §3 towards Buyer's Closing costs, prepaids, inspections, lender fees, charges and expenses, Title Commitment, Owner's Policy or lender title insurance policy costs and fees ("Title Fees") paid by Buyer, or any other expenses/fees associated with the Closing, all as approved by Buyer's lender (but not to include the cost of any home warranty, Title Fees paid by Seller or any brokerage or transaction fees charged by Buyer's Broker).

11. BINDING EFFECT/ASSIGNABILITY/SECTION 1031 EXCHANGE.

This Contract is binding on and shall inure to the benefit of the parties and their respective heirs, successors and permitted assigns. Buyer may not assign this Contract without the written consent of Seller if: (a) Seller is taking back a note and deed of trust as part of the Purchase Price, or (b) Buyer is assuming the existing note. Assignment does not relieve the parties from their obligations under this Contract. The parties acknowledge that Buyer may desire to acquire, and/or Seller may desire to sell, the Property as part of a like-kind exchange ("Exchange") pursuant to §1031 of the Internal Revenue Code (the "Code"). Each party agrees to cooperate with the other and its qualified intermediary/ third-party facilitator in connection with any such Exchange, provided however, in no event shall Closing hereunder be delayed or affected by reason of an Exchange, nor shall consummation of an Exchange be a condition precedent or subsequent to any obligations of the parties under this Contract. No party shall be required to incur any cost or expense, or to acquire or hold title to any real property, for purposes of consummating an Exchange at the request of another party (the "Requesting Party"). In addition, no party shall, by this Contract or acquiescence to an Exchange by a Requesting Party, have its rights or obligations hereunder affected in any manner, or be deemed to have warranted to a Requesting Party that such Exchange in fact complies with the Code. A Requesting Party shall reimburse each other party for any cost or expense incurred by such non-requesting party with respect to an Exchange.

12. ENTIRE AGREEMENT/MODIFICATION.

This Contract and any rider or attachment hereto (if any) constitute the entire agreement between the parties hereto concerning the Property. There are no other understandings, written or oral, relating to the subject matter hereof. This Contract may not be changed, modified or amended, in whole or in part, except in writing signed by all parties.

13. DEFAULT/REMEDIES.

If either party defaults in the performance of any obligation under this Contract, the party claiming a default shall notify the other party in writing of the nature of the default and the party's election of remedy. The notifying party may, but is not required to, provide the defaulting party with a deadline for curing the default. Following a default by either Seller or Buyer, the other party shall have the following remedies:

A. Seller Defaults. If Seller defaults, Buyer may: (1) specifically enforce this Contract and recover damages suffered by Buyer as a result of the delay in the acquisition of the Property; (2) terminate this Contract by Notice to Seller, and agree to release Seller from liability upon Seller's release of the Earnest Money and reimbursement to Buyer for all actual costs and expenses incurred by Buyer (and which are to be specified in Buyer's Notice of default) as liquidated damages and as Buyer's sole remedy (the parties recognizing that it would be extremely difficult, if not impossible, to ascertain the extent of actual damages caused by Seller's breach, and that return of the Earnest Money plus all actual costs and expenses incurred by Buyer represents as fair an approximation of such actual damages as the parties can now determine); or (3) pursue any other remedy and damages available at law or in equity. If Buyer elects to terminate this Contract, the Earnest Money, less any expenses incurred by or on behalf of Buyer, shall be returned to Buyer (subject to §8). Buyer's

release of Seller shall not relieve Seller's liability (if any) to the Broker assisting Seller pursuant to any listing or other brokerage service agreement between them.

B. Buyer Defaults. If Buyer defaults, Seller may: (1) specifically enforce this Contract and recover damages suffered by Seller as a result of the delay in the sale of the Property; (2) terminate this Contract by Notice to Buyer, and (subject to §8) retain the Earnest Money as liquidated damages and as Seller's sole remedy (the parties recognizing it would be extremely difficult, if not impossible, to ascertain the extent of actual damages caused by Buyer's breach, and that the Earnest Money represents as fair an approximation of such actual damages as the parties can now determine); or (3) pursue any other remedy and damages available at law or in equity. If Earnest Money is retained by Seller as liquidated damages, any right or interest of the Broker assisting Seller with respect thereto shall be as set forth in the listing or other brokerage service agreement entered into between them.

14. PREVAILING PARTY.

In the event of any litigation between the parties pertaining to this Contract, the prevailing party shall be entitled to recover, in addition to any damages or equitable relief, the costs and expenses of litigation, including court costs and reasonable attorney fees. The provisions of this Section shall survive Closing or any termination of this Contract.

15 SELLER'S DISCLOSURE STATEMENT. (check one)

☐ A. Buyer confirms that before signing this offer to purchase, Buyer has received a completed Seller's Disclosure Statement for this Property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is advised to address any concerns Buyer may have about information in the Seller's Disclosure Statement by use of conditions to performance under this Contract.

☐ B. Seller agrees to provide Buyer with a Seller's Disclosure Statement within ____ days (1 if none stated) after the Effective Date. Buyer has ____ days (3 if left blank) after delivery of the Disclosure Statement to review it and deliver Notice to Seller if this Contract is to be terminated (with Earnest Money to be returned to Buyer subject to §8). If Buyer does not timely deliver Notice of termination to Seller, then Buyer shall be deemed to have accepted the Disclosure Statement without objection.

☒ C. No Seller's Disclosure Statement will be provided by Seller.

Seller confirms that the information in the Seller's Disclosure Statement (if any) is (or when delivered will be) accurate, to the best of Seller's knowledge. Seller will fully and promptly disclose in writing to Buyer any new information pertaining to the Property that is discovered by or made known to Seller at any time prior to Closing and constitutes an adverse material fact or would make any existing information set forth in the Seller's Disclosure Statement false or materially misleading.

16. WALK-THROUGH/VERIFICATION OF CONDITION.

Buyer, its representatives and any inspector whose report prompted a request for repairs, shall have the right to enter and "walk-through" and verify the condition of the Property. A "walk-through" is not for the purpose of conducting any new inspection, but only for Buyer to confirm that: (1) the Property is in the same general condition as it was on the Effective Date; and (2) any repairs which are required or agreed upon (if any) are completed in a workmanlike manner. Waiver of any inspection does not waive the right to a "walk-through". Closing does not relieve Seller of any obligation to complete any repairs agreed upon or required by this Contract. Seller will arrange, at Seller's expense, to have all utilities turned on during the Inspection Period and during a "walk-through" (unless utilities have been transferred to Buyer). If the Property is then vacant, Buyer shall have the right to have the utilities transferred to Buyer within 4 days (4 if none stated) prior to Closing.

17. SIGNATURES.

This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing or amending this Contract, or delivering a Notice pursuant hereto, an approved standard form or other written document which is signed and transmitted by any electronic method deemed valid in accordance with the Missouri Uniform Electronic Transactions Act, including but not limited to by facsimile machine, digital signature or a scanned image, such as a pdf via e-mail, is to be treated as an original signature and document.

18. GOVERNING LAW/CONSTRUCTION.

This Contract shall be construed in accordance with the laws of the State of Missouri, including the requirement to act in good faith. The terms "Seller" and "Buyer" may be either singular or plural masculine, feminine or neuter gender, according to whichever is evidenced by the signatures below. Section captions in this Contract are intended solely for convenience of reference and will not be deemed to modify, restrict or explain any provision of this Contract. If any provision herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not be deemed to terminate this Contract or to affect any other provision hereof, but rather this Contract shall, to the fullest extent permitted by law, remain in full force and effect and be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein; provided, however, that such provision(s) may be referred to in order to determine the intent of the parties.

19. NOTICES.

Any notice, consent, approval, request, waiver, objection or other communication (collectively, "Notice") required under this Contract (after its acceptance) to be delivered to Seller shall be in writing and shall be deemed delivered to Seller upon delivery thereof to the Broker (or any of its affiliated licensees) assisting Seller, whether as a limited agent, designated agent acting, dual agent or transaction broker. Likewise, any Notice to be delivered to Buyer shall be in writing and shall be deemed delivered to Buyer upon delivery thereof to the Broker (or any of its affiliated licensees) assisting Buyer, whether as a limited agent, designated agent, dual agent, transaction broker or Seller's subagent. Refusal to accept service of a Notice shall constitute delivery of the Notice.

20. RIDERS. The following are attached and incorporated herein as part of this Contract: (check all that apply)

- ☐ Government Loan MSC-2011R ☐ Farm Program Review Rider FRM-2020R
- ☐ Back-Up Contract MSC-2023R ☐ Contingency for Sale of Buyer's Existing Property MSC-2021R
- ☐ Contingency for Closing of Buyer's Existing Property MSC-2022R
- ☒ Other _____ Aerial View
- ☒ Other _____ Plat
- ☒ Other _____ Tax Cards

21. SPECIAL AGREEMENTS. (complete only if applicable)

22. LICENSEE PERSONAL INTEREST DISCLOSURE. (complete only if applicable)

(insert name of licensee)

is a real estate broker or salesperson, and is (check one or more, as applicable):

☐ a party to this transaction;☐ a principal of and/or has a direct or indirect ownership interest in ☐ Seller ☐ Buyer; and/or☐ an immediate family member of ☐ Seller ☐ Buyer. Specify:

23. SOURCE(S) OF BROKER(S) COMPENSATION. (check one, neither or both, as applicable)

☒ Seller ☐ Buyer (Note: actual compensation shall be determined by applicable brokerage service agreements)

Seller and Buyer each represent and warrant to the other and to the Broker(s), that the Broker(s) identified in the Brokerage Relationship Section below is (are) the only real estate broker(s) involved in this sale.

24. BROKERAGE RELATIONSHIP.

Buyer and Seller confirm their receipt of the Broker Disclosure Form prescribed by the Missouri Real Estate Commission, and that disclosure of the undersigned licensee(s) brokerage relationship, as required by law or regulation, was made to the Seller and/or Buyer or their respective Broker (as the case may be), by said undersigned licensee(s), no later than the first showing of the Property, upon first contact, or immediately upon the occurrence of any change to their relationship.

Licensee assisting Buyer is a: (Check appropriate boxes)

☐ Buyer's Limited Agent (acting on behalf of Buyer)☒ Seller's Limited Agent (acting on behalf of Seller)☐ Dual Agent (acting on behalf of both Buyer & Seller)☐ Transaction Broker Assisting Buyer (not acting on behalf of either Buyer or Seller)☐ Subagent of Seller (acting on behalf of Seller)☐ (Also check here if serving as a designated agent)

Licensee assisting Seller is a: (Check appropriate boxes)

☒ Seller's Limited Agent (acting on behalf of Seller)☐ Buyer's Limited Agent (acting on behalf of Buyer)☐ Dual Agent (acting on behalf of both Seller & Buyer)☐ Transaction Broker Assisting Seller (not acting on behalf of either Seller or Buyer)☐ (Also check here if serving as a designated agent)

By signing below, the licensee(s) confirm making timely disclosure of its brokerage relationship to the appropriate parties.

Century 21 McKeown & Associates, Inc.

Broker's Firm Assisting Buyer

Broker's Firm State License # 000004825

By (Signature) Leslie JosephLicensee's Printed Name: Leslie JosephLicensee's State License # 1999048724Date: 5/24/21 MLS ID No. (if required):

Century 21 McKeown & Associates, Inc.

Broker's Firm Assisting Seller

Broker's Firm State License # 000004825

By (Signature) Leslie JosephLicensee's Printed Name: Leslie JosephLicensee's State License # 1999048724Date: 5/24/21 MLS ID No. (if required):

25. FRANCHISE DISCLOSURE.

Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).

26. SALES INFORMATION.

Permission is hereby granted by Seller and Buyer for the Broker(s) to provide, effective as of and after the Closing, sales information of this transaction, including Purchase Price and Property address, to any multi-listing service, local Association or Board of REALTORS®, its members, member's prospects, appraisers and other professional users of real estate data.

27. FIRPTA.

Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax Act (26 U.S.C. §1445) and agrees to deliver a certificate at Closing to that effect which contains Seller's tax identification number.

28. ANTI-TERRORISM.

Each party hereto represents and warrants to each other party and to the Broker(s), that such party is not, and is not acting, directly or indirectly, for or on behalf of any person or entity, named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224), or with whom you are prohibited to do business with under anti-terrorism laws.

29. ACCEPTANCE DEADLINE/EFFECTIVE DATE.

Buyer's offer to purchase the Property shall automatically expire if Seller has not accepted it by _____, __m., on _____ (the "Acceptance Deadline"). This offer may be accepted by: (1) Seller signing it; and (2) providing timely notice of such acceptance (which may be given orally or in writing) to Buyer or to the licensee assisting Buyer (i.e., on or before the Acceptance Deadline). This Contract will become valid and legally binding at such time. The "Effective Date" of this Contract shall be the date adjacent to the signature of the last party to sign this Contract.

452 30. TIME IS OF THE ESSENCE.
453 Time is of the essence in the performance of the parties' obligations under this Contract. All references to a specified time
454 shall mean Central Time. As used herein, a "day" is defined as a 24-hour calendar day, seven (7) days per week.

455 SELLER ACCEPTS OFFER (Sign Below)
456 Brian Crane 5-24-21
457 BUYER Date
458 Printed Name: Brian Crane - agent

459
460 BUYER Date
461 Printed Name: _____

If signing on behalf of a trust or other legal entity,
its name and your title below:

462 _____

463

464

465

466

467

Stephen Gessling 05/24/2021
SELLER Date and Time
Printed Name: Stephen P Gessling
Cynthia Gessling 05/24/2021
SELLER Date and Time
Printed Name: Cynthia L. Gessling

If signing on behalf of a trust or other legal entity, please print
please print its name and your title below:

SELLER REJECTS OFFER (Initial) _____

SELLER COUNTER-OFFERS (Initial) _____
Counter Offer form MSC-2040, which amends the terms of
this offer, is attached and incorporated into this Contract

RECEIPT & ACKNOWLEDGEMENT

Receipt of Earnest Money is acknowledged by the undersigned and will be delivered to Escrow Agent as set forth above.

By (Signature) _____

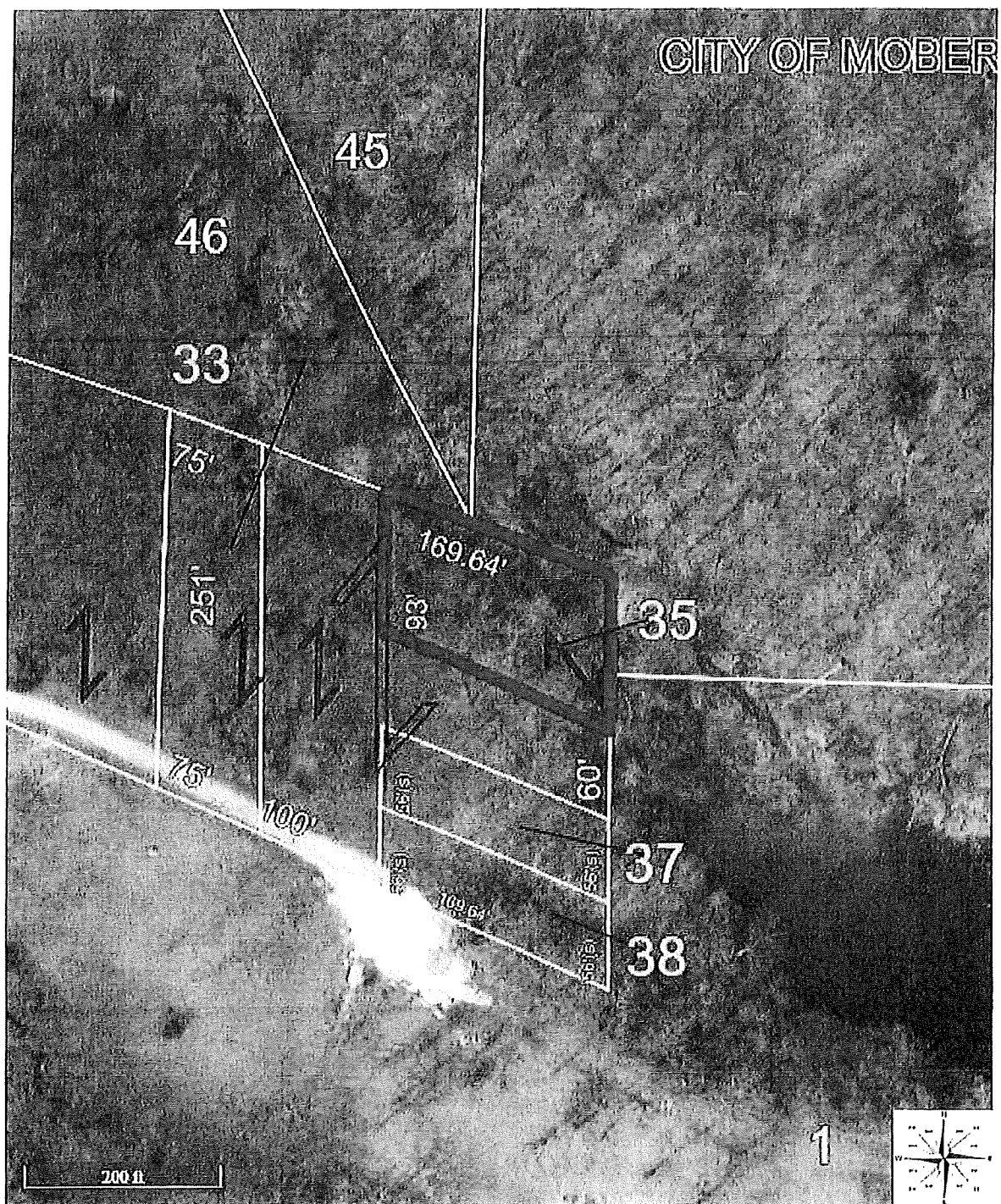
Licensee's Printed Name: Leslie Joseph

Date: _____

468

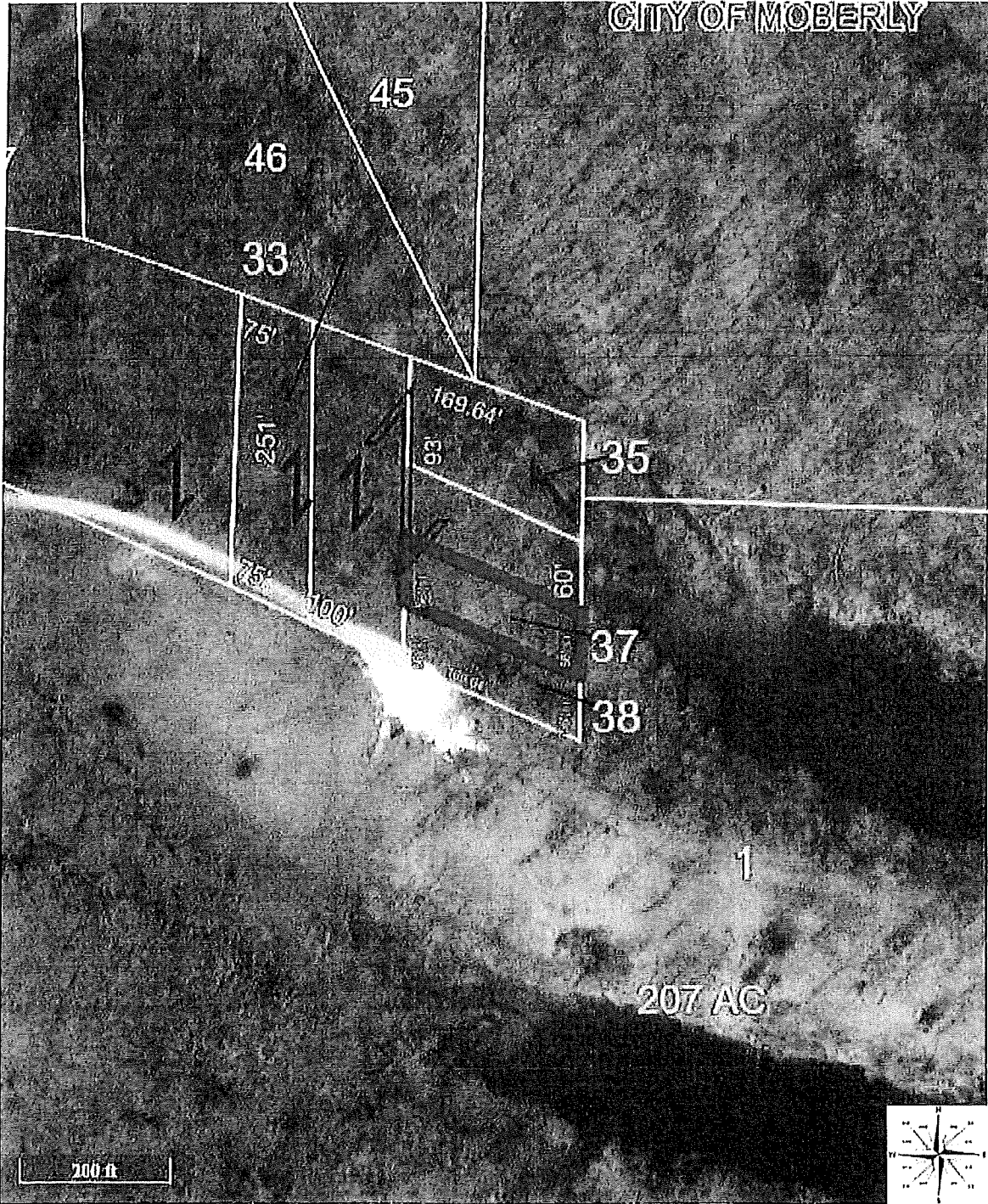
Randolph County, MO Online GIS

Gessling
24 Highway
Moberly, MO 65270



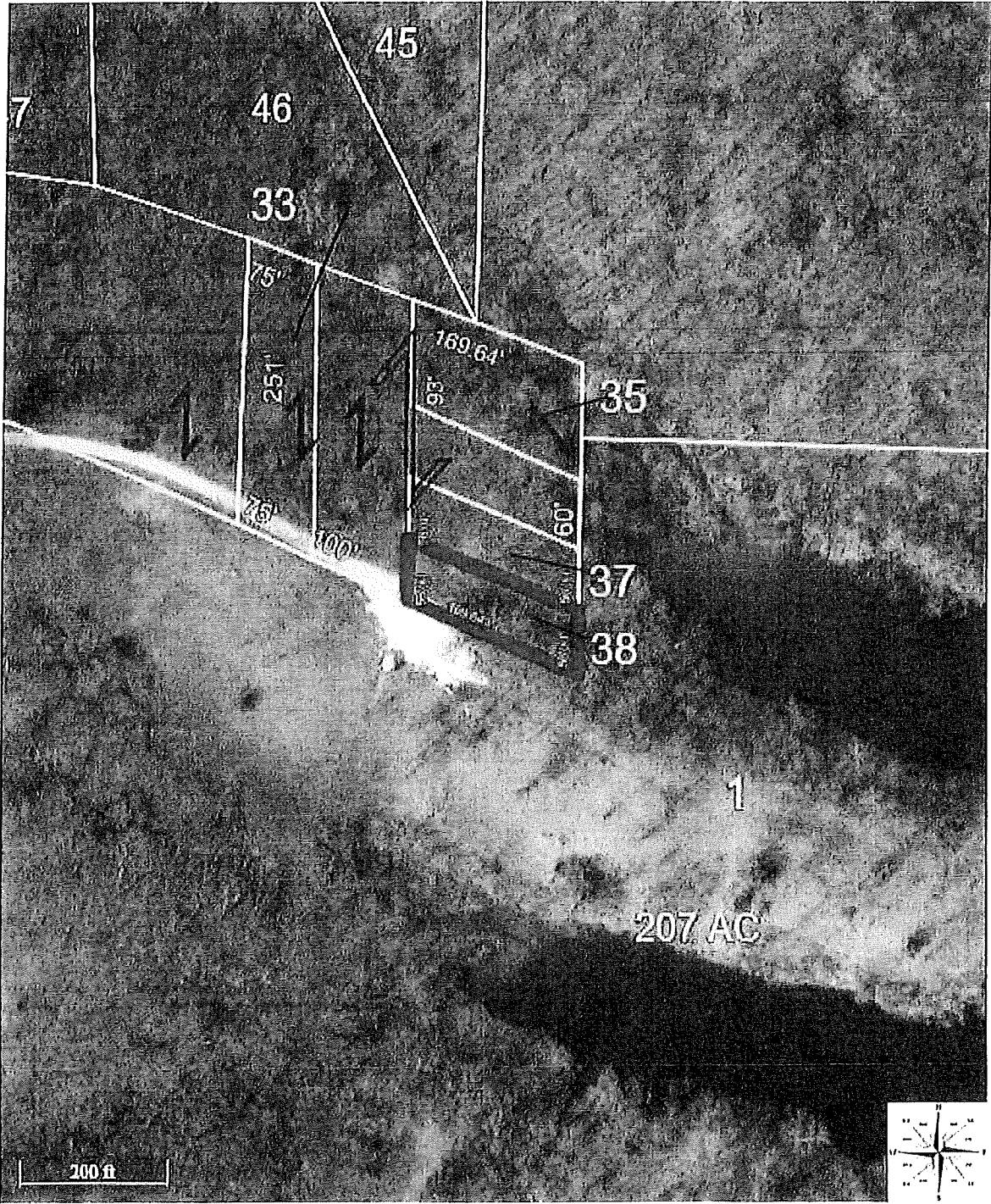
Randolph County, MO Online GIS

Gessling
24 Highway
Moberly, MO 65270



Randolph County, MO Online GIS

Gessling
24 Highway
Moberly, MO 65270





McKeown & Associates
 2040 Silva Lane
 Moberly, MO 65270
660-263-1789

"YOUR MOBERLY CONNECTION"

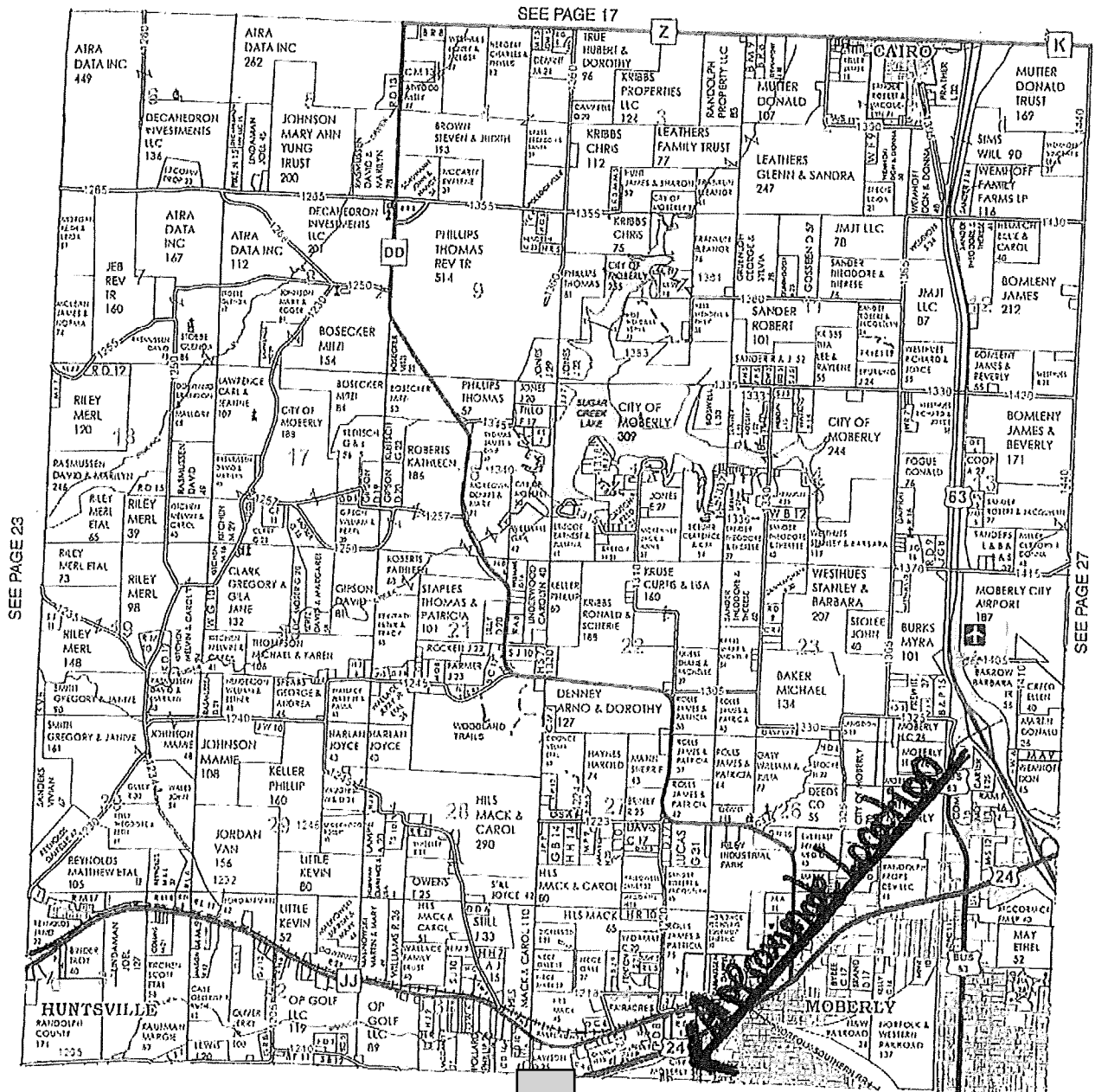
soldbygold@c21mckeown.com • c21mckeown.com

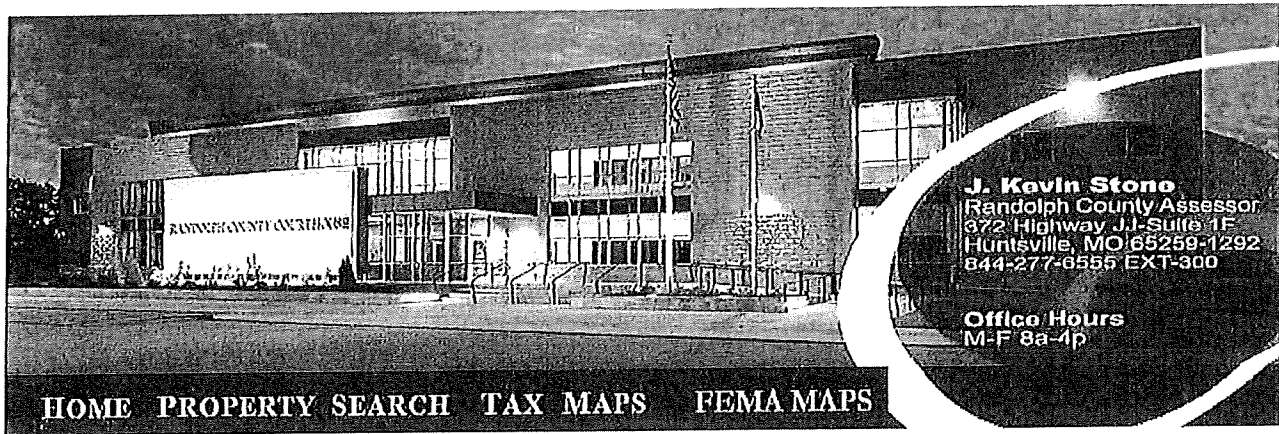
SERVICES OFFERED TO YOU FROM
CENTURY 21 McKEOWN & ASSOCIATES INC.:

*Buyers Agency *Sellers Agency *Property Management
 *Community Tours *Corporate Tours *Professional Advice
 *Broker Price Opinions *Builder Connections *Concierge Services

Township 54N. - Range 14W

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Parcel 07-8.0-34.0-0.0-000-035.000

Property Location 24 HIGHWAY

City (0) Road Moberly(1) Watershed (0)
Fire (7) School Moberly(2) Junior College MACC(1)

Owner GESSLING, STEPHEN P & CYNTHIA L
Address 36 FARM ST
City, State, Zip HIRAM, GA 30141-

Abbreviated Legal Description BEG AT PNT 524.16' SE & 180' N OF SW COR OF SE-SE,
TH N 93.27', NW 169.64', S 93.27', SE 169.64' TO
POB LYING IN SE-SE

This is a taxing description
only. It should not be used for
legal documents.

Sec: 34.0 Twp: 54 Rge: 14

Deed Acres: 0.00 Calc Acres: 0.35 Lot Size: 93.2 x 169.6

Deed Book	Page	Date	Grantee
352	302	10/10/1995	TODD to GESSLING NC#1770/95
352	293	06/12/1991	EPPING to TODD NC#1770/95
18M	58	04/19/1973	FARMERS & MERCHANTS BANK to KELLY
14M	885	07/25/1972	LEATHERS to TREXEL
PB	162	08/24/1959	Survey prop of Epping, Windsor & Leathers (bk1&2)

Current Appraised				Current Assessed	
Type	Land	Bldgs	Total	Type	Total
Res	3000	0	3000	Res	570
Totals	3000	0	3000	Totals	570

Estimated Property Taxes

2020 Estimate 36

Residence Description

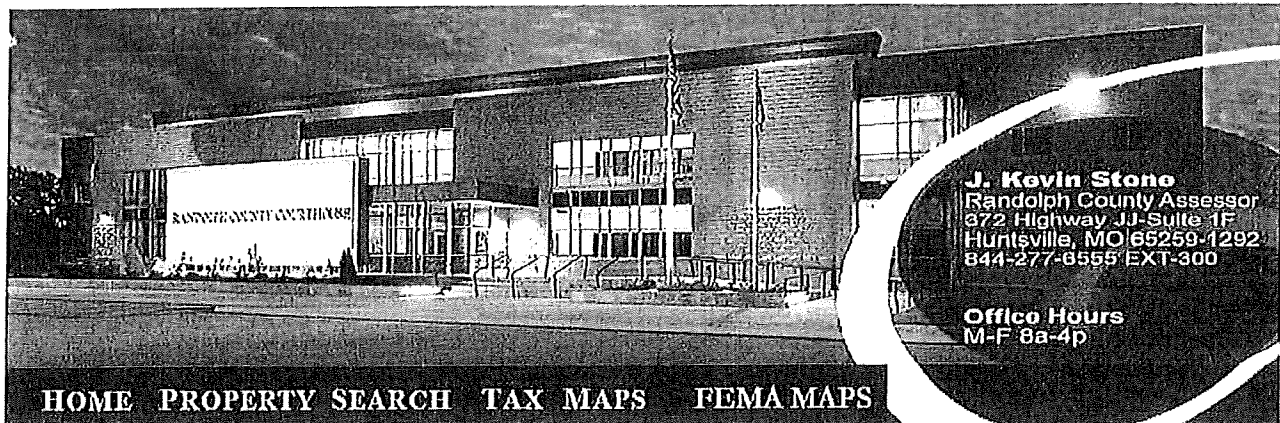
Year Built ()

Use ()

Basement () Attic

<i>Bedrooms</i>	0	<i>Living Area Above Grade</i>	
<i>Full Bath</i>	0	<i>Basement Finished Living Area</i>	
<i>3/4 Bath</i>	0		
<i>Half Bath</i>	0	<i>Total Square Feet</i>	0
<i>Number of stories</i>			

Back



Parcel 07-8.0-34.0-0.0-000-037.000

Property Location 24 HIGHWAY

City (0) Road Moberly(1) Watershed (0)
Fire (7) School Moberly(2) Junior College MACC(1)

Owner GESSLING, STEPHEN P & CYNTHIA L & MOBERLY, CITY OF - A MUNICIPAL CORP (1/2)
Address 36 FARM ST
City, State, Zip HIRAM, GA 30141-

Abbreviated Legal Description BEG SE 524.16' & 56'(s) FROM SW COR OF SE-SE, TH N 56'(s), NWLY 169.64', S 56'(s), TH SELY 169.64' TO POB

This is a taxing description only. It should not be used for legal documents.

Sec: 34.0 Twp: 54 Rge: 14

Deed Acres: 0.00 Calc Acres: 0.20 Lot Size: 56.0 x 169.6

Deed Book	Page	Date	Grantee
352	302	10/10/1995	GESSLING NC# 1772/95
NOTE	AT10	06/07/1994	Letter from City of Moberly regarding taxes
352	293	06/12/1991	TODD NC# 1772/95
184H	20	08/20/1990	CITY OF MOBERLY(♦ INT) NC# 974/90
177H	72	06/18/1990	KITCHEN (♦ INT)
177H	70	06/06/1990	FULLER (Affidavit of Possession)
35M	598	03/31/1977	FULLER
223	155	08/24/1959	LEATHERS
223	156	08/24/1959	EPPING
223	157	08/24/1959	WINDSOR
223	158	08/24/1959	WINDSOR
222	198	03/31/1959	EPPING & LEATHERS

Current Appraised				Current Assessed	
Type	Land	Bldgs	Total	Type	Total
Res	2000	0	2000	Res	380
Totals	2000	0	2000	Totals	380

Estimated Property Taxes

2020 Estimate 24

Residence Description

Year Built ()

Use ()

Basement () Attic

Bedrooms 0 Living Area Above Grade

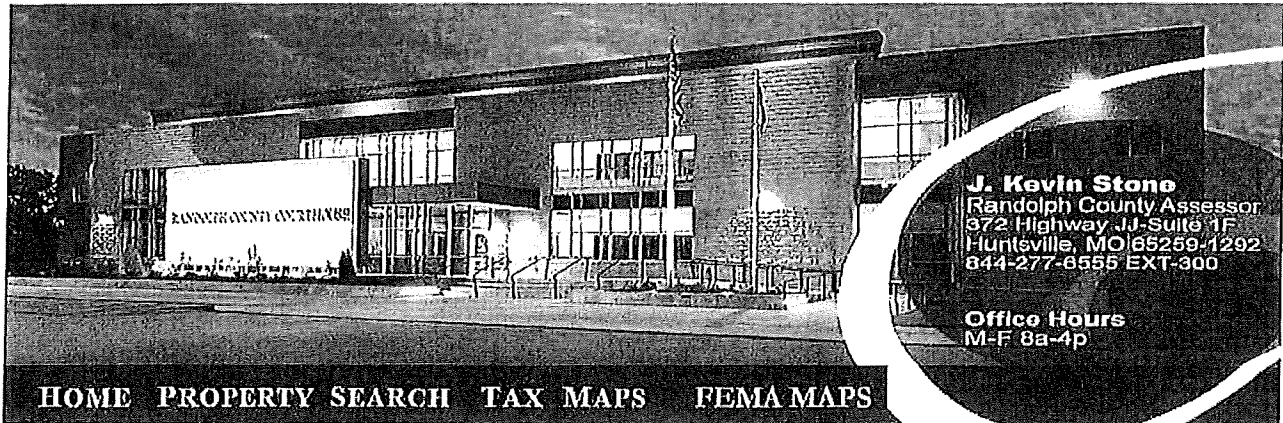
Full Bath 0 Basement Finished Living Area

3/4 Bath 0

Half Bath 0 Total Square Feet 0

Number of stories

Back



Parcel 07-8.0-34.0-0.0-000-038.000

Property Location 24 HIGHWAY

City (0) Road Moberly(1) Watershed (0)
Fire (7) School Moberly(2) Junior College MACC(1)

Owner GESSLING, STEPHEN P & CYNTHIA L
Address 36 FARM ST
City, State, Zip HIRAM, GA 30141-

Abbreviated Legal Description BEG SE 524.16' FROM SW COR SE-SE, TH N 56'(s), TH NWLY 169.64', S 56'(s), TH SELY 169.64' TO POB

This is a taxing description only. It should not be used for legal documents.

Sec: 34.0 Twp: 54 Rge: 14

Deed Acres: 0.00 Calc Acres: 0.20 Lot Size: 56.0 x 169.6

Deed Book	Page	Date	Grantee
352	302	10/10/1995	TODD to GESSLING NC#1771/95
352	293	06/12/1991	EPPING to TODD NC#1771/95
61M	17	11/24/1981	EPPING to EPPING (h/w)

Current Appraised				Current Assessed	
Type	Land	Bldgs	Total	Type	Total
Res	2000	0	2000	Res	380
Totals	2000	0	2000	Totals	380

Estimated Property Taxes

2020 Estimate 24

Residence Description

Year Built ()

Use ()

Basement () Attic

Bedrooms 0 Living Area Above Grade

Full Bath 0 Basement Finished Living Area

3/4 Bath	0		
Half Bath	0	Total Square Feet	0
Number of stories			

Back

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: City Clerk
Date: June 7, 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:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Davis** _____

M___ S___ **Kyser** _____

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$627,790.94.

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 June 7, 2021 in the amount of \$89,853.28.

SECTION 2: There is hereby appropriated out of the **Non-Resident Lodging Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 7, 2021 in the amount of \$7,083.84.

SECTION 3: There is hereby appropriated out of the **Payroll Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 7, 2021 in the amount of \$53,366.59.

SECTION 4: There is hereby appropriated out of the **Solid Waste Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 7, 2021 in the amount of \$475.20.

SECTION 5: There is hereby appropriated out of the **Heritage Hills Golf Course Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 7, 2021 in the amount of \$3,258.14.

SECTION 6: There is hereby appropriated out of the **Parks and Recreation Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 7, 2021 in the amount of \$30,367.26.

SECTION 7: There is hereby appropriated out of the **Airport Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 7, 2021 in the amount of \$5,556.73.

SECTION 8: 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 June 7, 2021 in the amount of \$960.65.

SECTION 9: There is hereby appropriated out of the **Utilities Collection Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 7, 2021 in the amount of \$3,129.86.

SECTION 10: There is hereby appropriated out of the **Utilities OP & Maintenance Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 7, 2021 in the amount of \$98,740.89.

SECTION 11: There is hereby appropriated out of the **Utilities OP Reserve Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 7, 2021 in the amount of \$40,314.71.

SECTION 12: There is hereby appropriated out of the **Capital Improvement Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 7, 2021 in the amount of \$59,558.21.

SECTION 13: There is hereby appropriated out of the **Route JJ Sewer Extension Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 7, 2021 in the amount of \$2,127.53.

SECTION 14: There is hereby appropriated out of the **2021 EDA Grant Projects Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 7, 2021 in the amount of \$11,306.25.

SECTION 15: There is hereby appropriated out of the **2004B SRF Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 7, 2021 in the amount of \$38,191.09.

SECTION 16: There is hereby appropriated out of the **2006A SRF Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 7, 2021 in the amount of \$27,567.47.

SECTION 17: There is hereby appropriated out of the **2004C Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 7, 2021 in the amount of \$26,550.18.

SECTION 18: There is hereby appropriated out of the **2008A Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 7, 2021 in the amount of \$37,892.77.

SECTION 19: There is hereby appropriated out of the **Emergency Telephone Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 7, 2021 in the amount of \$9,046.09.

SECTION 20: There is hereby appropriated out of the **Transportation Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 7, 2021 in the amount of \$70,477.41.

SECTION 21: There is hereby appropriated out of the **Street Improvement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 7, 2021 in the amount of \$11,385.64.

SECTION 22: There is hereby appropriated out of the **Downtown CID Property Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 7, 2021 in the amount of \$581.15.

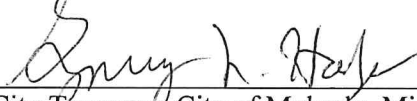
NOW, THEREFORE, the Moberly City Council authorizes these expenditures.
RESOLVED this 7th day of June 2021 by the Council of the City of Moberly, Missouri.

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.

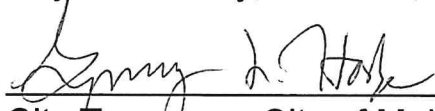


City Treasurer, City of Moberly, Missouri

**EXPENSES PAID MAY 13, 2021 - JUNE 3, 2021 FOR THE
FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE
JUNE 7, 2021 APPROPRIATION RESOLUTION TOTAL.**

General Fund	\$	89,853.28
Non-Resident Lodging Tax Fund	\$	7,083.84
Payroll Fund	\$	53,366.59
Solid Waste Fund	\$	475.20
Heritage Hills Golf Course Fund	\$	3,258.14
Parks and Recreation Fund	\$	30,367.26
Airport Fund	\$	5,556.73
Veteran Memorial Flag Project Fund	\$	960.65
Utilities Collection Fund	\$	3,129.86
Utilities OP & Maintenance Fund	\$	98,740.89
Utilities OP Reserve Fund	\$	40,314.71
Capital Improvement Trust Fund	\$	59,558.21
Route JJ Sewer Extension Fund	\$	2,127.53
2021 EDA Grant Projects Fund	\$	11,306.25
2004B SRF Bonds Debt Service Fund	\$	38,191.09
2006A SRF Bonds Debt Service Fund	\$	27,567.47
2004C Bonds Debt Service Fund	\$	26,550.18
2008A Bonds Debt Service Fund	\$	37,892.77
Emergency Telephone Fund	\$	9,046.09
Transportation Trust Fund	\$	70,477.41
Street Improvement Fund	\$	11,385.64
Downtown CID Property Tax Fund	\$	581.15
Total	\$	627,790.94

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

6/3/2021

Date

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

86575	5/14/2021	3112	ARAMARK UNIFORM SERVICES	649.05
86576	5/14/2021	5730	MASTER METER INC	383.58
86577	5/14/2021	4924	R P LUMBER COMPANY INC	2,113.05
86578	5/14/2021	3062	SHERWIN WILLIAMS	581.15
86579	5/14/2021	5925	WILLIS MARK	2,500.00
86580	5/21/2021	17	AT&T 5001	1,594.46
86581	5/21/2021	17	AT&T 5001	452.75
86582	5/21/2021	5959	HEARTLAND TACT OFFICERS ASSOC	400.00
86583	5/21/2021	2812	JACOBS ENGINEERING GROUP INC	11,306.25
86584	5/21/2021	2812	JACOBS ENGINEERING GROUP INC	2,127.53
86585	5/21/2021	2812	JACOBS ENGINEERING GROUP INC	11,958.00
86586	5/21/2021	3632	LOEBER JANE	931.86
86587	5/21/2021	1688	MFA OIL COMPANY	18,311.36
86588	5/21/2021	1136	MFA PROPANE	2,072.87
86589	5/21/2021	5200	MO JOINT MUNICIPAL ELE UT COMM	6,912.00
86590	5/21/2021	5218	RSINET	180.00
86591	5/21/2021	1849	SPRINT	.00
86592	5/21/2021	1849	SPRINT	1,531.25
* 86593	Thru 86598			
86599	5/27/2021	6426	BOONE-CENTRAL TITLE COMPANY	1,000.00
86600	5/27/2021	4579	CHEF JEFF'S GOURMET CATERING	552.00
86601	5/27/2021	6321	SURVEYING & MAPPING LLC	280.00
86602	6/03/2021	5561	A & A outhouses & Pumping LLC	80.00
86603	6/03/2021	2903	ABAN PEST CONTROL INC	215.00
86604	6/03/2021	6120	AMAZON CAPITAL SERVICES	838.96
86605	6/03/2021	6	AMEREN MISSOURI	14.24
86606	6/03/2021	1713	APOSTOLIC PENTECOSTAL CHURCH	25.00
86607	6/03/2021	30	WOOGEDY LLC	.00
86608	6/03/2021	30	WOOGEDY LLC	4,652.37
86609	6/03/2021	17	AT&T 5001	5,269.58
86610	6/03/2021	17	AT&T 5001	10.47
86611	6/03/2021	3808	ATCO INTERNATIONAL	265.00
86612	6/03/2021	4710	ATKINS INC	306.00
86613	6/03/2021	15	AUSTIN COFFEE SERVICE	301.21
86614	6/03/2021	6245	AZAVAR	874.42
86615	6/03/2021	23	BARCO MUNICIPAL PRODUCTS INC	211.50
86616	6/03/2021	4729	BARTLETT & WEST	57,606.00
86617	6/03/2021	5067	BATTERY OUTFITTERS	128.50
86618	6/03/2021	6453	BEAMAN LINDSEY	25.00
86619	6/03/2021	5176	BILLINGTON MARY	114.00
86620	6/03/2021	2410	BMI	368.00
86621	6/03/2021	5057	BOONE ANTHONY G.	6,284.52
86622	6/03/2021	6420	BRANSTETTER ROSE	25.00
86623	6/03/2021	6439	BRISCOE DRAKE	36.00
86624	6/03/2021	273	BSN SPORTS LLC	254.12
86625	6/03/2021	6451	BUTNER JULIE	100.00
86626	6/03/2021	4780	CAPITAL MATERIALS LLC	609.00
86627	6/03/2021	6402	CARLSON TRANSMISSION	1,171.95
86628	6/03/2021	104	CARTER-WATERS	193.68
86629	6/03/2021	591	CASON BUILDING MAINTENANCE INC	2,063.70
86630	6/03/2021	592	CDW GOVERNMENT INC	219.46

VOID:

VOID:

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
86631	6/03/2021	3137	CINTAS CORPORATION #379	54.58						
86632	6/03/2021	2924	CIVICPLUS	5,035.66						
86633	6/03/2021	4173	CLEETON BRADI	25.00						
86634	6/03/2021	2181	COATES STREET PRESBYTERIAN CHU	25.00						
86635	6/03/2021	653	COE EQUIPMENT	896.49						
86636	6/03/2021	4327	COLE-PARMER	787.32						
86637	6/03/2021	5821	COLUMBIA HOUSE WASHING LLC	549.00						
86638	6/03/2021	6418	COMPLETE OFFICE SOLUTIONS	218.00						
86639	6/03/2021	3063	CONLEY FOREST DO	.00					VOID:	
86640	6/03/2021	3063	CONLEY FOREST DO	345.00						
86641	6/03/2021	2645	CORE & MAIN LP	2,212.08						
86642	6/03/2021	6424	CROSS AMANDA	100.00						
86643	6/03/2021	5797	DA-COM	200.00						
86644	6/03/2021	470	DOUGLAS CATHERINE PAIGE	400.00						
86645	6/03/2021	5791	DOUGLAS SUMMER H	90.00						
86646	6/03/2021	3750	ENVIRONMENTAL SYSTEMS RESEARCH	1,667.00						
86647	6/03/2021	1527	ESRY DANIEL	135.00						
86648	6/03/2021	3139	EVOQUA WATER TECHNOLOGIES LLC	8,228.75						
86649	6/03/2021	3103	FASTENAL COMPANY	1,026.66						
86650	6/03/2021	1308	FEHLING SMALL ENGINE LLC	107.90						
86651	6/03/2021	457	FOUDREE CONCRETE CREATIONS LLC	2,139.00						
86652	6/03/2021	1344	FRED WEBER INC	3,344.72						
86653	6/03/2021	6437	FROG FURNISHINGS	952.00						
86654	6/03/2021	2839	FUSION TECHNOLOGY LLC	1,161.95						
86655	6/03/2021	704	GALLS LLC	275.77						
86656	6/03/2021	5785	GEBHARDT ABIGAIL R	47.50						
86657	6/03/2021	6087	GOBLE BREANNE	20.00						
86658	6/03/2021	6427	GOLDEN SHAQ	25.00						
86659	6/03/2021	6054	GREENE MOLLY	200.00						
86660	6/03/2021	6444	HARAM AHN	426.00						
86661	6/03/2021	298	HARLAN ELECTRIC & CONTROLS LLC	2,782.00						
86662	6/03/2021	1338	HAWKINS INC	1,992.50						
86663	6/03/2021	6423	HAYNES SCOTT	25.00						
86664	6/03/2021	6431	HOLLOWAY ARICA	25.00						
86665	6/03/2021	5721	HOWE COMPANY LLC	3,922.00						
86666	6/03/2021	6435	HULTZ MIRANDA	25.00						
86667	6/03/2021	6447	HUMMEL RENEE	25.00						
86668	6/03/2021	2787	IDEXX DISTRIBUTION CORP	19.04						
86669	6/03/2021	5591	INOVATIA LABORATORIES LLC	654.25						
86670	6/03/2021	354	IPMA HR	347.00						
86671	6/03/2021	2812	JACOBS ENGINEERING GROUP INC	45,100.21						
86672	6/03/2021	6011	JEFF DAVIS SALES &SERVICE	34.00						
86673	6/03/2021	368	JOE MACHENS FORD LINCOLN-MERCU	44,475.48						
86674	6/03/2021	4347	JOHN DEERE FINANCIAL	.00					VOID:	
86675	6/03/2021	4347	JOHN DEERE FINANCIAL	.00					VOID:	
86676	6/03/2021	4347	JOHN DEERE FINANCIAL	.00					VOID:	
86677	6/03/2021	4347	JOHN DEERE FINANCIAL	3,667.35						
86678	6/03/2021	6425	JOHNSON MACY	80.00						
86679	6/03/2021	6446	JOINER PAM	25.00						
86680	6/03/2021	6438	KEVIN PALMATORY	600.00						
86681	6/03/2021	89	KINDER DAVID	315.00						
86682	6/03/2021	992	KIWANIS OF MOBERLY	3.16						
86683	6/03/2021	579	LAND/CHARITON COUNTY CONCRETE	3,227.50						

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
CHECK#	DATE							
86684	6/03/2021	1225	LATSON DOROTHY	960.65				
86685	6/03/2021	1381	LEON UNIFORM COMPANY	1,137.34				
86686	6/03/2021	6266	LEWIS JO	25.00				
86687	6/03/2021	3632	LOEBER JANE	419.45				
86688	6/03/2021	2896	LUCAS ARCHERY	149.00				
86689	6/03/2021	940	LUCAS SIGN LLC	200.00				
86690	6/03/2021	1565	MACON ELECTRIC COOP	40.46				
86691	6/03/2021	2220	MARTIN EQUIPMENT	200.00				
86692	6/03/2021	6441	MARTIN TAYLOR	44.00				
86693	6/03/2021	6432	MCKENZIE CAMERON	100.00				
86694	6/03/2021	4902	MCSPIREN MARIE	100.00				
86695	6/03/2021	4066	METAL CULVERTS INC	1,748.80				
86696	6/03/2021	1726	MIDWEST ENVIR CONSULTANTS INC	1,477.25				
86697	6/03/2021	6429	MILNES BRANDIE	100.00				
86698	6/03/2021	1756	MIRMA	30,913.92				
86699	6/03/2021	1079	MISSION COMMUNICATIONS LLC	347.40				
86700	6/03/2021	5239	MISSOURI DEPART OF REV 3375	3,129.86				
86701	6/03/2021	215	MISSOURI PRESERVATION	100.00				
86702	6/03/2021	6442	MITCHELL COLBY	44.00				
86703	6/03/2021	936	MITEL TECHNOLOGIES INC	5,937.20				
86704	6/03/2021	1770	MO VOCATIONAL ENTERPRISES	99.50				
86705	6/03/2021	2740	MOBERLY AREA CHAMBER OF COMMER	7,182.84				
86706	6/03/2021	1954	MOBERLY MOTOR COMPANY	91.87				
86707	6/03/2021	5273	MUNICIPAL LEAGUE OF METRO	40.00				
86708	6/03/2021	1604	NAPA AUTO PARTS OF MOBERLY	.00			VOID:	
86709	6/03/2021	1604	NAPA AUTO PARTS OF MOBERLY	833.98				
86710	6/03/2021	5504	NELSON SHERYL	25.00				
86711	6/03/2021	3079	NEWMAN COMLEY & RUTH PC	545.00				
86712	6/03/2021	1618	ONMEDIA COLUMBIA, MO	278.00				
86713	6/03/2021	366	PALMATORY'S	90.00				
86714	6/03/2021	829	PATRICK TIM	212.00				
86715	6/03/2021	2822	PEPSI-COLA	1,339.04				
86716	6/03/2021	2166	PERSONNEL EVALUATION INC	40.00				
86717	6/03/2021	5727	PEST PRO SOLUTIONS INC	95.00				
86718	6/03/2021	139	PIONEER RESEARCH CORPORATION	751.30				
86719	6/03/2021	5718	POMP'S TIRE SERVICE INC	671.25				
86720	6/03/2021	2508	POWELL KYLEENE	25.00				
86721	6/03/2021	2900	PROFESSIONAL FIRE & FRAUD INVE	25.00				
86722	6/03/2021	4924	R P LUMBER COMPANY INC	99.49				
86723	6/03/2021	2198	RANDOLPH CO SHELTERED INDUSTRI	58.20				
86724	6/03/2021	6419	RICHARDSON RON	25.00				
86725	6/03/2021	6436	RIPPLE GLASS	160.00				
86726	6/03/2021	4801	ROBERTSON MAMMIE	25.00				
86727	6/03/2021	6448	ROBINSON ASHLEY	25.00				
86728	6/03/2021	6422	ROSS TIFFANY	100.00				
86729	6/03/2021	5799	RUEBLING NORM	1,500.00				
86730	6/03/2021	6118	S&A EQUIPMENT AND BUILDERS	12,871.41				
86731	6/03/2021	3014	SAM'S CLUB	25.48				
86732	6/03/2021	280	SCHIPPERS INTERNATIONAL TRUCK	211.46				
86733	6/03/2021	617	SCHULTE SUPPLY INC	308.20				
86734	6/03/2021	5098	SELLERS BROOKE	20.00				
86735	6/03/2021	6433	SEVITS SIERRA	25.00				
86736	6/03/2021	6421	SHORT JESSICA	100.00				

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
CHECK#	DATE							
86737	6/03/2021	2610	BRENDLINGER ENTERPRISES INC	3,150.21				
86738	6/03/2021	4888	SNODGRASS BRENDA	100.00				
86739	6/03/2021	5700	STAPLES	.00			VOID:	
86740	6/03/2021	5700	STAPLES	1,238.93				
86741	6/03/2021	6452	STEVENSON MARY BETH	100.00				
86742	6/03/2021	6301	STLF DIESEL REPAIR LLC	6,671.12				
86743	6/03/2021	6450	STOCKWELL SERENA	25.00				
86744	6/03/2021	6302	STONEKING TRICIA	100.00				
86745	6/03/2021	6445	STURGEON R-V SCHOOL DISTRICT	25.00				
86746	6/03/2021	4813	TBS ELECTRONICS, INC	191.00				
86747	6/03/2021	2640	THOMAS HILL PUBLIC WATER SUPPL	83.81				
86748	6/03/2021	2641	THOMAS MOTORS INC	112.60				
86749	6/03/2021	2174	TRINITY UNITED METHODIST CHURC	25.00				
86750	6/03/2021	1562	UNITED FIRST AID & SAFETY,LLC	150.73				
86751	6/03/2021	2643	UNITED WAY	1,282.17				
86752	6/03/2021	2223	US CELLULAR	379.76				
86753	6/03/2021	3451	VERMEER GREAT PLAINS	2,009.42				
86754	6/03/2021	4731	WALLS KATHY	25.00				
86755	6/03/2021	6449	WHITE RACHAEL	25.00				
86756	6/03/2021	2658	WILLIS BROS INC	2,800.00				
86757	6/03/2021	5925	WILLIS MARK	3,600.00				
86758	6/03/2021	2772	WIRELESS USA	602.35				
86759	6/03/2021	6430	WOLFE JILL	100.00				
86760	6/03/2021	6443	WOOLDRIDGE BRYN	102.50				
86761	6/03/2021	6434	WRIGHT CARRIE	25.00				
86762	6/03/2021	5298	ZAMKUS AND ASSOCIATES LLC	1,000.00				
86763	6/03/2021	6428	ZAUIE KRISTINE	25.00				
86764	6/03/2021	5294	ZURCHER TIRE INC	1,068.00				
*20190875								
20190876	5/13/2021	5898	MOBERLY SOLAR, LLC	15,660.16			E-PAY	
20190877	5/17/2021	1800	MO LAGERS	52,084.42			E-PAY	
20190878	5/24/2021	5783	BANKCARD SERVICES	17,622.70			E-PAY	
20190879	5/21/2021	6	AMEREN MISSOURI	25,991.49			E-PAY	
20190880	5/24/2021	2708	UMB BANK	130,201.51			E-PAY	

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

BANK TOTALS:	
OUTSTANDING	627,790.94
CLEARED	.00

BANK 24 TOTAL	627,790.94
VOIDED	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
100 GENERAL FUND	89,853.28	89,853.28	.00	.00
102 NON-RESIDENT LODGING TAX	7,083.84	7,083.84	.00	.00
105 PAYROLL FUND	53,366.59	53,366.59	.00	.00
110 SOLID WASTE FUND	475.20	475.20	.00	.00
114 HERITAGE HILLS GOLF CRSE	3,258.14	3,258.14	.00	.00
115 PARKS & RECREATION FUND	30,367.26	30,367.26	.00	.00
120 AIRPORT FUND	5,556.73	5,556.73	.00	.00

ACCOUNTS PAYABLE CHECK REGISTER

#8.

BANK#	BANK NAME						
CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID REASON FOR VOID
140		VETERAN	MEMORIAL FLAG PRJ	960.65		960.65	.00 .00
300		UTILITIES	COLLECTION FUND	3,129.86		3,129.86	.00 .00
301		UTILITIES	OP & MAINT	98,740.89		98,740.89	.00 .00
303		UTILITIES	OP RESERVE	40,314.71		40,314.71	.00 .00
304		CAPITAL	IMPROVEMENT TRUST	59,558.21		59,558.21	.00 .00
314		ROUTE JJ	SEWER EXTENSION	2,127.53		2,127.53	.00 .00
350		2021 EDA	GRANT PROJECTS	11,306.25		11,306.25	.00 .00
377		2004B SRF	BONDS DEBT SERV	38,191.09		38,191.09	.00 .00
378		2006A SRF	BONDS DEBT SERV	27,567.47		27,567.47	.00 .00
379		2004C	BONDS DEBT SERVICE	26,550.18		26,550.18	.00 .00
380		2008A	BONDS DEBT SERVICE	37,892.77		37,892.77	.00 .00
400		EMERGENCY	TELEPHONE FUND	9,046.09		9,046.09	.00 .00
600		TRANSPORTATION	TRUST FUND	70,477.41		70,477.41	.00 .00
601		STREET	IMPROVEMENT FUND	11,385.64		11,385.64	.00 .00
912		DOWNTOWN	CID PROP TAX	581.15		581.15	.00 .00

ACCOUNTS PAYABLE CHECK REGISTER

*** CHECK SUMMARY ***

#8.

BANK# BANK NAME
CHECK#

DESCRIPTION

24 DISBURSEMENTS

86575 Thru 86592 Accounts Payable Checks
86593 Thru 86598 Utility Billing Checks
86599 Thru 86764 Accounts Payable Checks

20190876 Thru 20190880 Accounts Payable E-Pay

City of Moberly

City Council Agenda Summary

Agenda Number: #9.
 Department: City Manager
 Date: June 7, 2021

Agenda Item: Proposal from the Tourism Advisory Commission

Summary: At the May11, 2021 Moberly Tourism Commission meeting following proposals were reviewed and recommended approval by the Commission.

A proposal from Safe Passage for Taste of Missouri Stroll in downtown Moberly. They are requesting \$800 for the event. The board made a motion to approve this request for \$800. Points received was 35 out of 35. This is a Special Events Grant.

A proposal from Moberly Rotary Club for Railroad Days. They are requesting \$1,000 for the event. The board made a motion to approve this request for \$1,000. Points received was 35 out of 35. This is a Special Events Grant.

Recommended

Action: Approve these proposals.

Fund Name: Non-Resident Lodging Tax Fund

Account Number: 102.000.5502

Available Budget \$: 2,540.00

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 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 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!*Name of Organization: Safe Passage Date: 03/31/2021Contact Person: Kelly Pedigo/ Tina RiceAddress: PO Box 456 Moberly, Mo 65270 Telephone: 660-269-8999Date of Event: 08/14/2021 Name of Event: Taste of Missouri Stroll**How Event Promotes Tourism in Moberly**

What are the specific, measurable Tourism benefits your event or capital project produces?

1) The event brings in people from other areas to Moberly. 2) Event guests eat, shop, get gas, and some spend the night at local hotels and camping sites. 3) Funds from the event sustain Safe Passage Domestic Violence Shelter.

How does your event promote tourism, conventions, and other events within the city?

1) The event brings approximately 900 people into downtown, where even locals can be reminded of the eating, shopping, and venues that are available there. 2) We allow the United Way and other approved entities to advertise their events at this event.

How does your event attract non-residents?

Our event is advertised in our nine county service area via radio, in-person flyer/poster distribution, social media, and through participating vendors-this includes the alcohol vendors that travel to us from other areas.

If your application were accepted, how would the tourism funds granted be used? (If marketing, fill out itemized marketing budget)

Marketing Radio and flyers/cards

Financial Statement (See Attached)**Statement of Assurances**

Any funds received under this grant will be used for the purposes described in this application. The figures, facts, and representations in this application are true and correct to the best of my knowledge.

Name (Please Print): Kelly PedigoSignature: *Kelly Pedigo*Date: 03/31/2021 Title or Office Held: Co-Director

2019 Taste of Missouri Stroll Report

previous 18

Income

Cash Sponsors	\$ 9,500.00	10,750.00
Vendor Spaces	\$ 740.00	795
Silent Auction	\$ 3,499.00	5202
Wine Pull Game	\$ 1,000.00	850
Beer/Candle/T-shirt Sale	\$ 300.00	256
4th St Theatre Casino Game	\$ 221.00	230
City Grant	\$ 800.00	1000
Ring Toss Game	\$ 1,225.00	1035
Stitch Donation Buckets	\$ 56.00	77
Fire Pit Raffle	\$ 770.00	425
Misc Cash Donations	\$ 1,300.00	1890
Cooper's Oak \$5 Donations	\$ 200.00	255
Stroll Ticket Sales credit card	\$ 5,300.00	4881
Meal Ticket Sales credit card	\$ 1,188.00	1944
Non sampling credit card	\$ 55.00	na
Meal Ticket Sales (Cassen/Keg Presale)		
Stroll Ticket Sales (Chamber/Presale)		
Meal Ticket Sales (Chamber/Presale)	\$ 3,170.00	5235
Meal tickets cash/check	\$ 4,410.00	
Stroll Tickets cash/check	\$ 1,200.00	1140
Cassen/Keg and Smoke n B(Glasses)	\$ 500.00	1622
Omnia (Bags)	\$ 500.00	1500
Shane Adrian (Glasses)	\$ 1,500.00	

TOTAL INCOME

\$36,934.00

Expenses

Toilet Rental	free	free
Tent/Chair Rental	\$ 1,456.00	1456
Catering (Papa Rocks)	\$ 3,990.00	4500
Basket Wine	\$ 175.00	261
VIP wine	\$ -	190
Snacks, Ice/raffle tickets, etc.	\$ 150.00	200
Beer to Sell	\$ 340.00	free
Catering Permits/ FFP Permit	\$ 250.00	270
Postage	\$ 50.00	50
Musicians	\$ 1,500.00	1700
Photo booth	\$ 950.00	950
Event Insurance	\$ -	650
Printing, Tickets, Signage, Marketing	\$ 3,892.00	2065
Wine/Beer Glasses	\$ 2,640.00	2640
Staff/Volunteer Shirts	\$ 225.00	756
Radio advertising	\$ 800.00	1200
Stroll Programs	\$ 1,050.00	2070
Wine Bags	\$ 1,000.00	1622
wrist bands	\$ 56.00	77.88
Silent auction materials/mascots	\$ 100.00	200
TOTAL EXPENSES	\$18,524.00	

PROFIT

\$18,410.00

2019

2021 Taste of Missouri Estimated Budget

Income:

Cash Sponsors-	8000.00
Vendor Spaces-	1000.00
Silent Auction-	2000.00
Beer Sales/ T-shirts	300.00
4 th Street Theatre Game	100.00
Tourism grant	?
Ring Toss Game	1000.00
Wine Pull Game	1000.00
Mascots	100.00
Misc Cash Donations	500.00
Ticket Sales (online)	5300.00
Meal Tickets (online)	1000.00
Non-sampling tickets	50.00
Pre-sale location tickets +	
Cash/check tickets	3000.00
Other item sponsors	2000.00 (for bags/glasses)
Total income:	25350.00

Expenses:

Tent/chair/stage	1500.00
Catering	2300.00
VIP Wine	150.00
Snacks/raffle tickets/ice	200.00
Beer to sell	200.00
Staff t-shirts	225.00
Postage	50.00
Musicians	1000.00
Printing/signs/tickets	
Flyers/	3000.00
Wine glasses	2600.00
Radio ads	700.00
Stroll Programs	1000.00
Wine bags	1000.00
Catering permits	200.00
Silent auction materials	100.00
Total Expenses	14225.00
Potential profit =	14199.65

Actual Last Year 20__

Date of Event: Saturday, August 14, 2021

Date of Application: 3/30/21

OR
First Annual Budget

Estimated Present Year 20

Rental Booths
Entry Fees/ Gate Receipts
Donations/ Sponsorships
T-Shirts and Souvenirs
Food and Drinks, Etc.
Moberly Tourism Grant
Other: (Explain)

[illegible]

Advertising *
T-Shirts and Souvenirs Food,
Drinks; Etc.
Labor Costs
Entertainment
Supplies
Postage
Rentals
Insurance
Payout, awards, prizes, contest
winnings
Other (Explain)

Estimate Value of In-Kind Services (Explain)

***Omitting required information will disqualify your application**

Itemized Budget of Marketing Grant Funds

(Grant column should match grant dollars in detailed budget) (Total cost should match Advertising dollars in detailed budget)

Item	Description	Total Cost	Grant
Radio	100 ads with Alpha Media	700.00	100.00
Printed materials	Flyers/posters/road signs/banners	3000.00	700.00
Programs	Event program	1000	0
	TOTAL	4700.00	800.00

City of

Moberly!

Name of Organization: _____

Contact Person: _____ Phone: _____

Address: _____ Date of Event: _____

Amount of Award: _____ Date Granted: _____

Summary of Event

Attendance: _____ Moberly Hotel/Motel Rooms Used: _____

Average Stay (# of nights): _____

If Moberly motels sold out, list other accommodations that attracted overnight visitors:

Comments: _____

Describe the general impact this event had on the Moberly Community:

Describe the Success of this event"

Profit and Loss Summary of Event

Income (Estimated)

Estimated Present Year 20____

Rental of Booths
 Entry Fees/ Gate Receipts
 Donations/ Sponsorships
 T-Shirts and Souvenirs
 Food and Drinks, Etc.
 Moberly Tourism Grant
 Other: (Explain)

\$

Total Income

\$

Expenses (Itemized)

Advertising
 T-Shirts and Souvenirs
 Food, Drinks, Etc.
 Labor Costs
 Entertainment
 Supplies
 Postage
 Rentals
 Insurance
 Other (Explain)

Total Expenditures

\$

Estimate Value of In-Kind
Services (Explain)

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears slightly aged or off-white. There is no handwriting or other markings on the page.

Signed _____ Title Co-Director

Date _____

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City of

*Moberly!*Name of Organization: Moberly Rotary Club Date: 4/15/21Contact Person: Brian Sevits, presidentAddress: PO Box 3, Moberly MO 65270 Telephone: 660.651.4012Date of Event: 6/16-19/21 Name of Event: Railroad Days**How Event Promotes Tourism in Moberly**

What are the specific, measurable Tourism benefits your event or capital project produces?

Railroad Days draws people from many surrounding communities, many of whom are going to not only visit our event, but also eat in restaurants, shop locally before going home, and even stay overnight.

How does your event promote tourism, conventions, and other events within the city?

We draw people in by offering a quality carnival, unique food options, and free entertainment.

How does your event attract non-residents?

We offer free entertainment, along with a very nice carnival, which is a draw for thousands in attendance from many surrounding communities.

If your application were accepted, how would the tourism funds granted be used? (If marketing, fill out itemized marketing budget)

We would use funds primarily for marketing and to help support free entertainment.

Financial Statement (See Attached)**Statement of Assurances**

Any funds received under this grant will be used for the purposes described in this application. The figures, facts, and representations in this application are true and correct to the best of my knowledge.

Name (Please Print): Brian SevitsSignature: Brian SevitsDate: 4/15/21 Title or Office Held: President

Detailed Budget

Event: Railroad Days

Date of Event: 6/16-19/21

Date of Application: 4/21/21

Sponsor: Moberly Rotary Club

Actual Last Year 20__

OR
First Annual Budget

Estimated Present Year 20__

Income (Estimated)

Rental Booths

Entry Fees/ Gate Receipts

Donations/ Sponsorships

T-Shirts and Souvenirs

Food and Drinks, Etc.

Moberly Tourism Grant

Other: (Explain)

Carnival proceeds

Expenses (Itemized)

Advertising *

T-Shirts and Souvenirs Food,
Drinks, Etc.

Labor Costs

Entertainment

Supplies

Postage

Rentals

Insurance

Payout, awards, prizes, contest
winnings

Other (Explain)

Total Expenditures

Estimate Value of In-Kind
Services (Explain)

2,000.00

*tables + chairs,
party tent,
stage all donated*

\$	\$
4,600.00	4,600.00
\$	\$ 1,000.00
6,360.00	6,000.00
866.00	2,000.00
340.00	350.00
2,000.00	3,000.00
90.00	150.00
2,440.00	2,500.00
\$5,736.00	\$8,000.00

*If marketing grant application, fill out itemized marketing budget sheet.

*Omitting required information will disqualify your application

Itemized Budget of Marketing Grant Funds

(Grant column should match grant dollars in detailed budget) (Total cost should match Advertising dollars in detailed budget)

Item	Description	Total Cost	Grant
KWIX	KWIX Radio Ads	500.00	250.00
KZZT	KZZT Radio Ads	500.00	250.00
Facebook	Facebook Ads	500.00	250.00
Signage	Promotional Banners	500.00	250.00
	TOTAL	2,000.00	1,000.00

Minutes of Meeting
Tourism Advisory Committee
May 11, 2021
6:00 PM

The Tourism Advisory Commission for the City of Moberly met in a special session on Tuesday, May 11, 2021 at 6:00 p.m. in the Council Conference of City Hall. The meeting was called to order by Assistant Chairman, Emily Goyea-Furlong.

- Members Present:**

Janie Riley
Gina Fowler
Tim Seidel
John Kimmons-City Council liaison
Stacia Hammontree- via phone
- City Staff Attending:**

Emily Goyea-Furlong, Grant Specialist/PR
Shirley Olney, Executive Assistant
- Members Absent:**

Julie Sharp
- Visitors:**

Michelle Greenwell- Moberly Tourism Specialist

Chair Emily opened the meeting at 6:00 PM. One member was absent from the meeting.

The minutes from the March 2, 2021 and April 21, 2021 meeting were reviewed. Emily asked if there were any corrections. Tim Seidel made a motion to approve these minutes as presented. Janie Riley seconded the motion. Motion carried.

The first proposal was from Safe Passage for Taste of Missouri Stroll requesting \$800. Ms. Pedigo stated that this event has brought in individuals from out of town for that past several years. The event has brought in around 900 people to eat, shop and some has stayed in the hotels or camped. After several minutes of discussions Gina Fowler made a motion that \$800 request be approved. Total points received was 35 of a possible 35 points. Janie Riley seconded the motion. Motion carried.

The second proposal was from Moberly Rotary Club for Railroad Days requesting \$1,000. Chair Emily stated that no one was present at the meeting to discuss this event however, they were contacted. The Commission stated they would be willing to fund this event on the condition of Moberly Rotary Club look at revamping the venue of the Railroad Days programs. The Commission feels this event is at the end of its life cycle and would like to present future funds to other entities. This event does not present itself as a tourist attraction to bring people to the area to visit and spend the night, eat at our local restaurants, and shop our local businesses. The Commission hopes with the new leadership of Moberly Rotary Club that the enthusiasm and revamping will evolve. After several minutes further of discussions Tim Seidel made a motion that the \$1,000 request be approved. Gina Fowler seconded the motion. Total points received was 35 of a possible 35 points. Motion carried.

The last item on the agenda is review the account balance.

Emily asked if there was anything else to be brought before the Commission. There being no other business Tim Seidel made a motion to adjourn. Janie Riley seconded the motion to adjourn. Meeting adjourned.

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#10.

Department: City Clerk

Date: June 7, 2021

Agenda Item: Consideration for approval of Renewal Liquor Applications.

- Summary:**
- **7th Heaven Discount Store**, 1100 N Morley Street, Moberly, MO, submitted by Muazam Shafiq.
 - **Bean of Moberly, LLC.**, 118 West Reed Street, Moberly, MO 65270, submitted by Jerry Swartz.
 - **El Vaquero Mexican Restaurant**, 721 North Morley Street, Moberly, MO, submitted by Maximo Perez.
 - **Felicia's Restaurant and Entertainment, LLC.**, 1461 Highway JJ, Moberly, MO 65270, submitted by Felicia Buckner.
 - **Fraternal Order of Eagles**, 1408 North Morley Street, Moberly, MO submitted by Josh L. Barr.
 - **Moberly Mart**, 1400 North Morley Street, Moberly, MO, submitted by Dinesh Kumar Patel.
 - **Walgreen Co. #10377**, 1711 North Morley Street, Moberly, MO, submitted by Robbin Griffith.
 - **Walmart Supercenter #40**, 1301 Highway 24 East, Moberly, MO, submitted by James P. Emanuel Jr.
 - **Xpress Liquor and Smokes #14**, 817 South Morley Street, Moberly, MO, submitted by Dinesh Kumar Patel.
 - **Xpress Liquor and Smokes**, 1402 South Morley Street, Moberly, MO, submitted by Dinesh Kumar Patel.

Others may be added to the list prior to the Council Meeting if the completed application is returned with the necessary signatures.

Recommended

Action: Please approve these applications.

ATTACHMENTS:

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

Role Call

Aye

Nay

Mayor

M___ S___ **Jeffrey**

___ ___

Council Member

M___ S___ **Brubaker**

___ ___

M___ S___ **Kimmons**

___ ___

M___ S___ **Davis**

___ ___

M___ S___ **Kyser**

___ ___

Passed Failed