

**A G E N D A**  
**WORK SESSION MEETING**  
**City of Moberly**  
**August 03, 2020**  
**6:00 PM**

**Requests, Ordinances, and Miscellaneous**

1. Appointment to the Moberly, Missouri Public Building Corporation.
2. Request to hold 2020 Veterans Day Parade on November 14, 2020 at 1:00 pm.
3. Request to hold 2020 Homecoming Parade on September 18, 2020
4. A Resolution Approving A Lease Agreement With Marine Toys For Tots Foundation For Property Located At 218 W. Reed Street And Authorizing The City Manager To Execute The Lease.
5. A Proposal from T&T Golf Car and Motorsports for golf cars at Heritage Hills Golf Course.
6. Appointment to the Housing Authority Board.
7. Text Amendment for Mobile Food Vendors and Mobile Food Trucks.
8. An Ordinance establishing the Tax Levy for the City of Moberly, Missouri for the year 2020.
9. Discussion of City Channel through Charter

# City of Moberly City Council Agenda Summary

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

Department: City Clerk

Date: August 3, 2020

**Agenda Item:** Appointment to the Moberly, Missouri Public Building Corporation.

**Summary:** John E. Davis' term expires October 1, 2020. He has indicated that he wants to be re-appointed (See attached).

**Recommended Action:** Re-appoint John E. Davis to the Moberly, Missouri Public Building Corporation at the next Council Meeting.

**Fund Name:** N/A

**Account Number:** N/A

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

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

My term for the Moberly, Missouri, Public Building Corporation expires this year. I wish to be reappointed to the Moberly, Missouri, Public Building Corporation Board.

Thank you,

*John E. Davis* 7-22-2020

John E. Davis

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ WS #2.

Department: Police

Date: August 3, 2020

**Agenda Item:** Request to hold 2020 Veterans Day Parade on November 14, 2020 at 1:00 pm.

**Summary:** Veterans of Foreign Wars, Post 2654 requests approval to hold the 2020 Veterans Day Parade on November 14, 2020 beginning at 1:00pm. Parade will line up beginning in the 600 block of Adams and then west down the 700 and 800 blocks of W Reed. Parade will travel east from Johnson and Adams, into the 500 block of W Reed and continue east to W Reed and Clark Street, turn south and disband in the 100 block of North Clark Street. Contact person is Chris Wertz, post commander, 660-651-3869. 80 to 90 parade units expected for this annual event. VFW 2694 expects 10 to 15 volunteers to assist with the parade. Police assistance for traffic control along the parade route requested.

**Recommended Action** Direct staff to bring to the August 17 Council meeting for final approval.

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** 0.00

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

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

APPLICATION FOR PARADE PERMIT City of Moberly, Missouri

Date: July 17, 2020

1. Organization/Agency requesting permit: KFW Post 21654

2. Name of Person making Application: Same or Elaine Avery Contact Person: Chris Wertz - Commander Phone: 660-263-6030 (Post) 660-263-2325 (Home) 660-651-3809

3. Date of Parade: November 14, 2020 Start Time: 1pm Adams Street next to Post Office then down W. Reed Street-starting

4. Staging Area: behind Post Office, west to College Av

5. Approximate Number of Units Participating in Parade: A. Bands 3 B. Motorized Units 70-80 C. Floats maybe 5 D. Foot Units 6 E. Animal Units Unknown F. Others Unknown

Total Number of Units: 84-94.

Start at Johnson and Reed Street, east on Reed

6. Parade Route and ending point: St to Clark St, south (right) on Clark St and disband.

7. Will organization or parade participants be dispersing any items during the parade? Yes [X] No [ ] If yes, what? May give out small flags &/or puppies

8. Will organization or agency furnish personnel to assist the police with security or traffic along the parade route? Yes [X] No [ ] If so, how many? 10-15 Hopefully

9. Have read and agree to the rules outlined in the parade permit. Yes [X] No [ ]

10. Signature of Applicant: [Signature]

11. Approved: [Signature] Disapproved [ ]

12. By authority of: (Chief of Police) Date

# City of Moberly City Council Agenda Summary

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

Department: Police

Date: August 3, 2020

**Agenda Item:** Request to hold 2020 Homecoming Parade on September 18, 2020

**Summary:** Request from Moberly Senior High School to hold the annual Homecoming parade on September 18, 2020 beginning at 3:00 pm. Parade will line up beginning in the 600 block of Adams street and then west down the 700 and 800 blocks of W Reed Street. Parade will begin at Adams and Johnson, travel east into the 500 block of W Reed, continue to Clark and Reed, turn north on Clark Street to Clark and Coates, turn west on Coates Street and west to Coates and Johnson where the parade will disband. Contact person is James Barker, 801-787-0390. MHS expect approximately 85 units for the parade based on interest and previous years. Police are requested to assist with traffic control along parade route.

**Recommended Action** Direct staff to the August 17<sup>th</sup> Council meeting for final approval

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** 0.00

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

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

APPLICATION FOR PARADE PERMIT  
 City of Moberly, Missouri  
 Date: 7/13/20

1. Organization/Agency requesting permit: **Moberly High School—Homecoming Parade**

2. Name/Address of Person making Application: **James Barker**

Name: **Moberly High School Homecoming Parade c/o James Barker**

Mailing Address: **1625 Gratz Brown Road, Moberly MO 65270**

Contact Person: **James Barker** Phone: **801-787-0390**

3. Date of Parade: **Sept. 18, 2020** Start Time: **3:00 p.m.**

4. Staging Area: **Adams and Reed Streets (See Attached)**

5. Approximate Number of Units Participating in Parade:

- A. Bands **3** D. Foot Units **25**
- B. Motorized Units **40** E. Animal Units **1**
- C. Floats **15** F. Others \_\_\_\_\_

Total Number of Units: **approx. 85 (based off of interest and previous years)**

6. Parade Route and ending point: **Parade will start at the corner of Adams and Johnson moving east on Reed St. Will turn left on to Clark St. and then left on to Coates St. It will end at the corner of Johnson and Coates. Same as previous years.**

7. Will organization or parade participants be dispersing any items during the parade? Yes  No  If yes, what? **Various items promoting organizations**

8. Will organization or agency furnish personnel to assist the police with security or traffic along the parade route? Yes  No  If so, how many? **3-4**

9. Have read and agree to the rules outlined in the parade permit. Yes  No

10. Signature of Applicant: James Barker

11. Approved: [Signature] Disapproved \_\_\_\_\_

12. By authority of: [Signature] Date 07 28 2020  
 (Chief of Police)

City of Moberly, Missouri  
PARADE PERMIT

1. Consumption of alcoholic beverages is prohibited.
2. No parade vehicles may be operated at excessive speeds or so operated as to break traction.
3. No parade vehicles may be operated any closer than five feet from a parked car or curb.
4. No dangerous objects will be thrown into a crowd by parade participants.
5. No parade participant shall appear in a state of nudity.
6. No parade participant shall conduct themselves in such a way so as to threaten, curse or offend any other person.
7. Parade participants shall be responsible for clean up after the termination of the parade activities.
8. If required by the Chief of Police, parade participants shall provide security personnel to assist the police in supervising the parade.
9. The parade should substantially follow the approved parade route as submitted and approved through the issuance of the parade permit.
10. Upon request of the Chief of Police, police officer or other authorized security officer, any parade participant shall remove himself or herself from the parade.

Special Requirements

Children running out to retrieve candy or other items thrown by parade participants pose a very dangerous situation. Due to concern for their safety, the following restriction on the manner in which items are thrown is required:

1. The throwing of any objects (i.e., candy, balloons, coupons, stickers, fliers, etc.) from a moving unit within the parade is prohibited unless such unit has a minimum of two people (one on each side) assigned to ensure that objects thrown from the unit fall within an area of safety and not an area that would lure the children into the path of the parade units.



## Parade Route

This year's parade will follow the same route that it has in years past. We will start at the corner of Adams and Johnson (Post Office/Park) then go down Reed, turn left on Clark, and turn left on Coates ending at Johnson.

## Parade Positions

Once all entries have been received, they will be assigned an entry number. We will start lining up at the corner of Adams and Johnson and then move west toward MACC down Adams onto Reed.

We do ask that when you do start to line up that you enter Reed St. from the west, by MACC, then move east on Reed St. until you find your number on the left side of the road. This is to keep traffic flowing.

You will receive a phone call/email from us to let you know the status of your entry.

**REMIND ALL PARADE PARTICIPANTS THAT VEHICLES OF ANY KIND WILL NOT BE ALLOWED TO DRIVE WEST ON TO REED STREET. ALL TRAFFIC MUST MOVE EAST.**

If you have any questions feel free to contact me at [patrickmcguire@moberlyspartans.org](mailto:patrickmcguire@moberlyspartans.org) or 269-2660.

# City of Moberly City Council Agenda Summary

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

Department: City Manager

Date: August 3, 2020

**Agenda Item:** A Resolution Approving A Lease Agreement With Marine Toys For Tots Foundation For Property Located At 218 W. Reed Street And Authorizing The City Manager To Execute The Lease.

**Summary:** Toys for Tots has requested the use of 218 W. Reed for their 2020 collection, and distribution, campaign. They have agreed to enter into a lease with the city beginning October 1, 2020 through December 31, 2020. The lease agreement presented sets forth the rights and liabilities of the participating parties. Toys for Tots is agreeable to paying \$1 for each month the unit is rented.

**Recommended**

**Action:** Direct staff to bring to the August 17<sup>th</sup> Council meeting for final approval.

**Fund Name:**

**Account Number:**

**Available Budget \$:**

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

OFFICE LEASE  
CITY OF MOBERLY, MISSOURI  
122 NORTH WILLIAMS STREET

THIS LEASE is made this \_\_\_ day of \_\_\_\_\_, 2020, between the City of Moberly, Missouri, (hereinafter "City") a municipal corporation and Marine Toys for Tots Foundation (hereinafter "Lessee").

**RECITALS**

- A. City is a Third-Class statutory city duly organized and validly existing under the laws of the state of Missouri with the power to conduct municipal business pursuant to Missouri law and the Ordinances duly enacted by the Moberly City Council.
- B. City is the owner of various downtown retail buildings which are available to local businesses to rent.
- C. City leases office space in a building at 218 W Reed Street and desires to lease said space to Lessee.
- D. Lessee is desirous of operating a charitable holiday fundraising venture.

**AGREEMENT**

**SECTION 1. RECITALS**

The above stated Recitals are true and correct and are incorporated herein and made a part of this Lease agreement (hereinafter "Agreement").

**SECTION 2. PREMISES**

City hereby leases to Lessee, and Lessee hereby leases from City, the office space located at 218 W. Reed Street, Moberly, Missouri 65270 (hereinafter the "Premises"). Lessee accepts the Premises "As Is," subject to all applicable municipal, state and federal laws, ordinances, regulations and policies governing and regulating the use of the Premises, and any covenants or restrictions of record. Lessee acknowledges that City has made no representations or warranties as to the physical state of the Premises, or any suitability of the Premises.

2.1 Waiver. Lessee hereby waives any claims for damages for any injury or inconvenience or interference with Lessee's use and occupancy of the Premises, any loss of occupancy or quiet enjoyment of the Premises or any other loss occasioned by City's exercise of its rights under this Agreement or by the City's actions taken for management and protection of the City's property resources and visitors.

2.2 Ownership of Premises. This Agreement does not vest in Lessee any fee interest in the Premises. Title to the Premises at all times is with and shall remain solely with City.

**SECTION 3. TERM**

- 3.1 The term of the lease shall be from October 1, 2020 to December 31, 2020.

3.2 Renewal. This lease shall not be automatically renewed.

3.3 Abandonment. Lessee shall occupy the Premises during the entire Lease Term, as described herein. If it fails to do so, Lessee may be determined as in default for abandoning the Premises.

**SECTION 4. RENTAL AMOUNT**

4.1 Monthly. Lessee shall pay One Dollar each month during the term of this lease.

**SECTION 5. LESSEE’S PERMITTED USE AND ACTIVITY**

5.1 Use. Lessee may utilize the Premises only for the purposes necessary to conduct its usual business operations. Lessee intends to operate a charitable fundraising venture.

5.2 Access and Key. Lessee shall be issued a key. Lessee shall be charged \$20 to replace a door key.

5.3 Alterations. Lessee shall not make any alterations of any nature to the Premises without the written permission of the City.

**SECTION 6. CITY’S OBLIGATIONS**

6.1 City Inspection. City shall, at all reasonable times, have the full and unrestricted right to enter the Premises for the purpose of inspecting the leased area, for maintenance and to determine compliance with the terms of this Agreement.

6.2 Maintenance. City agrees to maintain the leased Premises in the same condition as when leased, ordinary wear and tear excepted, during the term of this Agreement.

6.3 Trash Disposal. Lessee shall be responsible for set up and payment of trash service.

6.4 Utilities. Lessee shall be responsible for set up and payment of all utilities used at the premises including internet or phone service.

**SECTION 7. ASSIGNMENT**

7.1 Lessee shall not assign, hypothecate, or in any manner transfer any interest in this Agreement to any person or entity directly or indirectly, by operation of law or otherwise, without first securing City’s express written approval of such transfer.

**SECTION 8. LIABILITY**

8.1 To the extent governed by applicable state law, each party will be responsible for its own acts and results arising from those actions, and shall not be responsible for the acts of the other party and results arising from those actions.

8.2 Each party agrees, to the extent allowed by law, that it will assume all risk and liability to itself and its agents and employees for any cause of action resulting from any operations or conduct of

its agents or employees under this Agreement. Each party's liabilities shall be governed by applicable state law.

8.3 Lessee agrees to indemnify and hold the city harmless for any claim, causes of action, or judgement resulting from Lessee's use of the property or injury or damage to any third party.

## **SECTION 9. INSURANCE**

9.1 Lessor. Lessee agrees to maintain Commercial General Liability coverage for the structure in an amount not less than \$1,000,000 per occurrence.

9.2 Lessee. Lessee shall be responsible for maintaining renter's insurance or business interruption coverage, if desired.

9.3 Immunities. The parties hereto understand and agree that City is relying on and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other applicable sovereign, governmental, or official immunities and protections provided by the state of Missouri, from time to time as amended, or otherwise available to City, or its elected officials or employees.

## **SECTION 10. DAMAGE OR DESTRUCTION**

If the Premises or any portion thereof are damaged or destroyed at any time during the lease term, the City, as promptly as reasonably practicable and with all due diligence, shall repair or replace the damaged or destroyed Premises to the condition that existed prior to the damage or destruction and the Lessee's rent obligation during that time shall be abated. Or the City may terminate this Agreement without liability and the Lessee's rental obligation shall terminate.

## **SECTION 11. DEFAULTS**

The occurrence of any one or more of the following events shall constitute a material default and breach of this lease Agreement by Lessee:

- A. The failure by Lessee to make any payment of Rent; or any other payment required to be made by Lessee hereunder, as and when due, where such failure shall continue for a period of ten (10) calendar days after written notice from City to Lessee.
- B. The failure by Lessee to comply with Section 5.3 of this Agreement.
- C. An unapproved or unauthorized transfer of any interest acquired under this Agreement.
- D. The occurrence of any other event described as constituting an "Event of Default" elsewhere in this Agreement.
- E. The discovery by City that any material information provided by Lessee related to this Agreement is materially false.

## **SECTION 12. REMEDIES**

In the event of any material default or breach by Lessee, City may at any time thereafter, with or without notice or demand and without limiting City in the exercise of any right or remedy which City may have by reason of such default or breach, avail itself of the following remedies, which are cumulative and not exclusive:

- A. City may recover possession of the leased Premises by any lawful means available to it, including self-entry, in which case this lease Agreement shall terminate immediately and Lessee shall immediately remove all personal property from the Premises. If, after thirty days' notice in writing, Lessee shall fail to remove personal property City may remove such property to another location with Lessee assuming any risk of loss or damage to such property.

### **SECTION 13. TERMINATION**

This lease Agreement is terminable with or without cause by either party upon thirty (30) calendar days written notice setting forth a date of termination of the Agreement. Upon notice of termination, Lessee shall be obligated to pay immediately any Rent, obligations or other fees due and owing to City. By the date given for termination, Lessee shall vacate the Premises and immediately remove all personal property.

If Lessee fails to vacate the Premises or fails to remove all personal property from the Premises, City may enter and recover possession. City may also, at its election, dispose of any remaining personal property and charge all costs associated with such disposal to Lessee. City shall deem any personal property remaining on the Premises as having been abandoned by Lessee.

### **SECTION 14. NOTICES**

All notices, demands, requests or approvals to be given under this lease Agreement shall be given in writing and shall be by hand delivery, overnight mail service, registered or certified mail, or regular first-class mail. All notices, demands, requests or approvals from Lessee to City shall be addressed to:

Brian Crane  
City Manager  
101 West Reed Street  
Moberly, MO 65270

All notices, demands, requests or approvals from City to Lessee shall be addressed to:

### **SECTION 15. MUNICIPAL AUTHORITY**

City may only act through its City Council to approve this Agreement therefore execution of this Agreement is contingent upon approval by the Moberly City Council.

### **SECTION 16. GOVERNING LAW**

This lease Agreement has been made and shall be construed and interpreted in accordance with the laws of the State of Missouri. Venue may be appropriate in the Randolph County Circuit Court.

### **SECTION 17. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

Lessee agrees to comply with Missouri Revised Statute Section 285.530 in that Lessee shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

**SECTION 18. PUBLIC RECORDS ACT**

City is subject to the Missouri Sunshine Law. The Parties agree that this Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law.

**SECTION 19. ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the Parties relative to the lease. All previous or contemporaneous contracts, representations, promises and conditions relating to the lease are superseded.

**SECTION 15. COUNTERPARTS**

This lease Agreement may be executed in several counterparts, each of which is an original, and all of which together constitute but one and the same document.

**SECTION 16. NO PROMISE OF FUNDING**

Other than as specifically set forth herein, this Agreement is not an obligation or commitment of funds, nor a basis for transfer of funds. Each party shall bear its own costs in relation to this Agreement. Expenditures by each party will be subject to applicable budgetary processes and to availability of funds pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that this in no way implies that any appropriation, tender, or allocation of funds for such expenditures.

**IN WITNESS WHEREOF**, the parties have executed this lease Agreement on the date set forth above.

APPROVED AS TO FORM:

CITY OF MOBERLY, MISSOURI

\_\_\_\_\_  
Randall D. Thompson  
City Attorney

By: \_\_\_\_\_  
Brian Crane  
City Administrator

ATTEST:

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

LESSEE

\_\_\_\_\_  
Marine Toys for Tots Foundation

# City of Moberly City Council Agenda Summary

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

Department: City Manager

Date: August 3, 2020

**Agenda Item:** A Proposal from T&T Golf Car and Motorsports for golf cars at Heritage Hills Golf Course.

**Summary:** Here is the proposal for adding 20 carts to our current lease of 40. We currently lease 40 carts. We have 12 old gas carts and 10 old electric. We have put quite a bit of money in them, but they still fail us when needed. Troy & Brian requested a quote from T&T, who is our current lease company. The idea of combining to the current lease was a great idea. It saved us \$400 per month and we are only trading in the 10 old gas carts. He may have meant 12 but we will wait and see. So we can sell the 10 electrics outright. If we can find the room for the payment, this will benefit us so much. We always end up renting carts for tournaments, which adds up at \$40 per cart. I usually make the tournament director pay for these. They frown upon it every time. I do feel we should have enough carts in house to cover a full field for tournaments. My hope is to grab about 6-8 of those \$1,000 sponsors and that can fill the extra in the lease payment.

**Recommended**

**Action:** Direct staff to bring to the August 17<sup>th</sup> Council meeting for final approval.

**Fund Name:**

**Account Number:**

**Available Budget \$:**

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





2462 East Pitman Avenue  
930 Maine Street  
6385 Osage Beach Parkway

O'Fallon, MO 63366  
Quincy, IL 62301  
Osage Beach, MO 65065



Phone: (636) 327-4748  
Phone: (217) 228-2226  
Phone: (573)346-6318

## PROPOSAL

Mr. Eric Brown  
Heritage Hills Golf Course  
3534 Highway JJ  
Moberly, MO 65270

July 27, 2020

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**COMBINE EXISTING LEASE OF (40) 2018 YAMAHA QUIETECH GOLF CARS WITH (20) 2021 YAMAHA QUIETECH GOLF CARS AND TRADE EXISTING FLEET OF (10) 2006 CLUB CAR GOLF CARS**

- a. The October, 2020 payment of \$4,350 on the existing fleet will be forgiven.
- b. No other payments will be due until May, 2021

New Lease Payment \$6,000 per payment due May-October each year  
Total Payments Due 24  
Lease period September, 2020 to December, 2024  
Full Maintenance Lease  
Sales Tax if applicable is additional  
Insurance//Personal Property Taxes: Responsibility of Heritage Hills

Quotation valid for 30 Days

Thank you for the opportunity to bid on your golf car fleet.

Chris Hempfen-General Manager

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ WS #6.

Department: City Manager

Date: August 3, 2020

**Agenda Item:** Appointment to the Housing Authority Board.

**Summary:** In October 2020 Board member Robert Edwards term will expire. However, Mr. Edward has passed away and the Housing Authority would like to appoint Dennis Stevenson to complete his term on the board. His term will expire October 2020.

**Recommended**

**Action:** Appoint Dennis Stevenson to complete the term of Robert Edwards

**Fund Name:** N/A

**Account Number:** 0

**Available Budget \$:** 0

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

# Housing Authority of the City of Moberly

MAILING ADDRESS  
P. O. BOX 159

MOBERLY, MISSOURI 65270-0159

EXECUTIVE DIRECTOR: DONNA DUNWOODY

July 8, 2020

Honorable Jerry Jeffrey  
City of Moberly  
101 West Reed  
Moberly MO 65270

Dear Mayor:

The term ending October 2020 for a Resident Board Commissioner for the Moberly Housing Authority is open due to the death of Commissioner Robert Edwards. I am submitting the name of Dennis Stevenson, who is a resident, as required for this commissioner seat. Mr. Stevenson lives at the Moberly Towers and has served as the resident commissioner in the past.

Mr. Stevenson was a faithful and conscientious board member when he served previously. After moving away from the area, he was no longer eligible to serve. Dennis Stevenson moved back to the Moberly Towers and has expressed interest in serving again as the Resident Commissioner.

The Housing Authority is asking for your consideration to appoint Mr. Dennis Stevenson. If you have any questions, please contact me at 263-2287.

Sincerely,

Donna Dunwoody, PHM  
Executive Director

MOBERLY TOWERS  
205 FARROR STREET

660-263-2287  
FAX: 660-263-4282  
TDD: 660-263-2295

L.W. CASE APARTMENTS  
220 TAYLOR STREET



ALLENDALE  
MANOR  
APARTMENTS  
23 KEHOE AVENUE

660-263-3950  
FAX: 660-263-5509  
TDD: 660-263-2295

COUNTRYVIEW GARDEN  
APARTMENTS  
23 KEHOE AVENUE

# Dennis Stevenson

205 Farror Street Apt 1008  
Moberly MO 65270  
816-805-7746

July 8, 2020

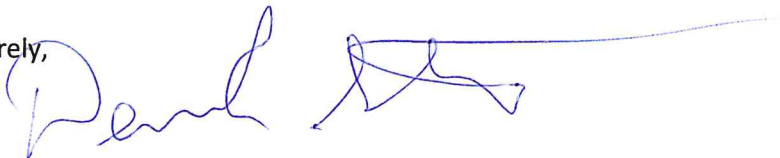
Honorable Jerry Jeffrey  
City of Moberly  
101 West Reed  
Moberly MO 65270

Dear Mayor:

I would like to volunteer to become the Resident Commissioner again. I am a resident, as required for this commissioner seat, and live at the Moberly Towers on the 10<sup>th</sup> floor. I served as the resident commissioner in the past. I moved from the Towers but have now moved back to the Towers. I attended the board meetings during my term on the board. I told Donna Dunwoody, the Executive Director that I was interested in serving and she said I would need to write a letter asking for my name to be considered.

If you have any questions, please contact me at 816-805-7746.

Sincerely,



Dennis Stevenson

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ WS #7.

Department: Community Development  
Date: August 3, 2020

**Agenda Item:** Text Amendment for Mobile Food Vendors and Mobile Food Trucks.

**Summary:** The Planning and Zoning Commission approved amendments to the City Code for the mobile food vendors and mobile food trucks at the July 27, 2020 meeting. Due to the increasing interest in operation of Mobile Food Trucks within the city limits, and codes not currently applicable to these specific operations; recommendations for safeguards to protect the public are necessary. Attached is a copy of the amendments for the City Code.

**Recommended Action:** Direct staff to bring forward to the August 17, 2020 regular City Council meeting for final approval.

**Fund Name:** N/A

**Account Number:** N/A

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

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

### Section 46-3 Definitions

*Mobile food truck:* For the purpose of these regulations a mobile food truck means a licensed motorized vehicle that includes a self-contained or attached trailer kitchen in which food is prepared, processed, or stored and such vehicle is used to sell and dispense food to the general public.

*Mobile food vending:* For the purpose of these regulations mobile food vending shall be defined as an individual providing for the preparation and sale of food with the use of a traveling cooking equipment use for vending. Approved equipment includes motorized food trucks, tow behind trailers, and cooking equipment that can be erected under a tent on a temporary basis.

### Section 46-118 Use Standard Table

#### Commercial Uses

Mobile Food Trucks: Permitted in B-1, B-2, B-3, M-1

Mobile Food Vending: Permitted in B-1, B-2, B-3, M-1

### Section 46-XXX Mobile Food Trucks/Mobile Food Vending

A person operating a mobile food truck on private property shall be allowed subject to the following regulations:

- a. Locate on an approved hard surface that is at least 100 feet from the front door of a lawfully established eating place unless the owner of the eating place provides a letter of consent, a copy of which shall be kept within the food truck.
- b. Any auxiliary power required for the operation of the mobile food truck shall be self-contained or through a dedicated meter base not connected to any other structures. No use of public or private power or utility source is allowed without providing written consent from the owner and approved by the City of Moberly Building Inspectors and power company.
- c. All materials generated from a mobile food business that are to be disposed of shall be disposed of properly. It is illegal to discharge or dispose of any substance, material, food, or waste into the storm drain system.
- d. All grounds utilized by a mobile food truck shall always be maintained in a clean, safe, and attractive manner. Trash and recycling containers shall be provided for use by the mobile food truck patrons. All trash or debris accumulating within 20 feet of any mobile operation shall be collected by the vendor and deposited into a trash container.
- e. Mobile Food Trucks shall not be allowed to offer indoor seating to the public.
- f. Water supply shall be self-contained in an approved tank according to the county health department. Mobile food trucks are required to have potable water and it shall be handled in a sanitary manner. No Mobile food trucks shall be directly connected to the public water supply system.

- g. Sewer disposal shall occur in an appropriate manner and shall not be directly connected to the public sewer system.
- h. Toilet facilities shall be provided to the mobile food truck within 500 feet of the vehicle for the use by employees of the food truck. These facilities shall be connected to the public water and sewer system.
- i. Trucks and Trailers used in association with the business must be currently and properly licensed and current with the state department of motor vehicles.

#### Section 46-XXX Mobile food truck/Mobile food vending location requirements

A person operating a mobile food truck on private property shall be allowed subject to the following regulations:

- a. Mobile food trucks must operate on private property except when approved as part of a larger event by the City Council.
- b. Operations are only allowed on private property upon written approval. Written approval of the owner. Written approval shall be kept in the food truck and available upon request.
- c. Parking is only allowed on an approved hard surface and on a property with an active primary business. Parking is not allowed on grass or other landscaped areas.
- d. Parking of Mobile food trucks shall not be allowed overnight parking for more than 2 nights in a 48-hour period.
- e. Mobile food trucks are limited to operating on a single lot for 14 consecutive days and with a maximum of 60 days in a calendar year.
- f. Mobile food trucks shall be parked so that neither the food truck or customer vehicles block driveways or existing building uses, or in such a manner as to create a traffic hazard.
- g. No mobile food truck shall interfere with the internal parking lot circulation.
- h. Mobile food trucks shall not occupy any handicap accessible parking spaces.
- i. Mobile food trucks shall not use the public right of way unless permitted by ordinance or resolution.

Exceptions for Mobile food vendors, such as ice cream trucks, shall be allowed to sell merchandise on the public right of way under the following circumstances:

- a. The operator does not stop on the public right of way for a period longer than five minutes.
- b. The operator does not impede the flow of traffic.
- c. The operator complies with the municipal traffic ordinances contained in Chapter 40.

#### Section 12-XXX Mobile food truck/Mobile food vendors

1. Mobile food trucks and Mobile food vendors are required to obtain a City business license prior to operation within the City of Moberly city limits.
2. A current occupancy permit and Randolph County Health Department food service permit shall be required and maintained by the owner of the mobile food truck.
3. All mobile food trucks shall show proof of liability, casualty, and workmen's compensation (if required) insurance and hold harmless the City of Moberly on such policy.

4. All Mobile food trucks shall provide proof of vehicle registration for the current year upon renewal of license or application for business license.
5. All city and county permits shall be clearly displayed on the mobile food truck in a place visible by customers.
6. All Mobile food trucks shall adhere to the NFPA Food Truck Safety guidelines based on Annex B of the 2017 Edition of NFPA 96.



# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ WS #8.

Department: City Clerk

Date: August 3, 2020

**Agenda Item:** An Ordinance establishing the Tax Levy for the City of Moberly, Missouri for the year 2020.

**Summary:** This Ordinance is in compliance with Missouri State Statutes and must be adopted by September 1 of each year in order to collect taxes for the year.

**Recommended**

**Action:** Approve the Ordinance at the next Council Meeting.

**Fund Name:** N/A

**Account Number:** N/A

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

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

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

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ESTABLISHING THE TAX LEVY FOR THE CITY OF MOBERLY, MISSOURI FOR THE YEAR 2020.**

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBERLY, AS FOLLOWS:**

**SECTION ONE:** There is levied for the year 2020 for general revenue purposes for the fund known as the **“General Fund”**, on all property subject to taxation within the City of Moberly, Missouri, the sum of \$0.7251 on each \$100.00 of valuation thereof.

**SECTION TWO:** There is hereby levied for the year 2020 on all property subject to taxation in the City of Moberly, Missouri of \$0.3365 on each \$100.00 valuation thereof for the fund known as the **“Park Fund”**.

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

**PASSED AND ADOPTED** by the Council of the City of Moberly, Missouri on this \_\_\_\_\_ day of August 2020.

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

ATTEST:

\_\_\_\_\_  
D. K. Galloway  
City Clerk



NICOLE GALLOWAY, CPA  
Missouri State Auditor

CERTIFICATION LETTER

July 30, 2020

County Clerk  
Randolph County  
372 Hwy JJ, Ste. 2B  
Huntsville, MO 65259-0000

RE: 09-088-0007 City of Moberly

Dear County Clerk:

We have received information to substantiate compliance with Missouri law for the 2020 property tax rates for the above-captioned taxing authority. Section 137.073.6, RSMo, requires the State Auditor to examine such information and return to the county clerk our findings regarding the property tax rate ceilings and the debt service levy, if applicable. The State Auditor's Office has relied on information presented and representations made by the taxing authority for our review of the tax rate ceiling(s) and actual property tax rate(s) levied. Our findings are based upon existing constitutional provisions, statutes, rulings, and court decisions.

We understand that the taxing authority's property tax rate ceiling(s) and actual property tax rate(s) levied for 2020 to be as follows:

Purpose	Tax Rate Ceiling or Maximum Allowable Debt Service	Sales Tax Reduction	20% Required Reduction 1st Class Charter County Political Subdivision Not Submitting Estimate Non-Binding Tax Rate	Voluntary Reduction	Recoupment Rate	CERTIFIED RATE	Taxing Authority's Proposed Rate	Complies with MO Laws Yes/No
General Revenue	0.7251	0.0000	0.0000	0.0000	0.0000	<b>0.7251</b>	0.7251	Yes
Parks & Recreation	0.3365	0.0000	0.0000	0.0000	0.0000	<b>0.3365</b>	0.3365	Yes

Based on the information submitted by the taxing authority we find the CERTIFIED RATE(S) for the taxing authority as listed above, complies or does not comply with the provisions Section 137.073, RSMo, as indicated above. Any taxing authority levying a rate(s) higher than the certified rate(s) is/are not in compliance with Missouri laws. All tax levies not in compliance will receive a Notification of Non-Compliance Letter sent certified mail, will be referred to the Missouri Attorney General's Office pursuant to Section 137.073.6(2), RSMo, and will also be noted in our Review of 2020 Property Tax Rates report. A copy of this letter must be sent by your office to the above captioned political subdivision to comply with Section 137.073.6, RSMo.

# City of Moberly City Council Agenda Summary

Agenda Number: WS #9.

Department: Comm. Dev./PR

Date: August 3, 2020

**Agenda Item:** Discussion of City Channel through Charter

**Summary:** Creating content for this may be relatively challenging. Some of these challenges may include the employee’s reluctance to be recorded for long periods of time as well as difficulty coming up with diverse content on a weekly basis. After speaking with department heads regarding 30-minute segments it has been reported that things do not vary that greatly from week to week to discuss at length on a weekly basis. We can include content from Parks and Rec. as events allow; however, there are not weekly events throughout the year. We can include certain chamber events; however, these are not on a regular enough basis to significantly contribute to 10 hours a week. We can use boards and commissions meetings but again with the exception of council, and CID, these boards do not meet on a frequent, regular, basis.

I am more than happy to dig for this content; however, as you can see this will require a significant amount of time to accomplish. I feel that if the limitations weren’t quite as strict this could be very beneficial and valuable to the community.

**Recommended**

**Action:** Direct staff on how to proceed

**Fund Name:** N/A

**Account Number:** 0

**Available Budget \$:** 0

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