

**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

February 07, 2022

6:00 PM

AMENDED AGENDA

Posted:

Pledge of Allegiance

Roll Call

Approval of Agenda

Approval of Minutes

1. Approval Of Minutes.

Recognition of Visitors

Communications, Requests, Informational Items

Public Hearing and Receipt of Bids

2. Public Hearing To Consider Grant Of Partial Exemption From Assessment And Payment Of Ad Valorem Real Property Taxes On Improvements To Real Property Within An Enhanced Enterprise Zone.

3. Receipt Of Bids - Rothwell Park Amphitheater.

Ordinances & Resolutions

4. An Ordinance Amending Section 40-711 Of The City Code By Adding Subsection 28.

5. An Ordinance Approving A Cooperative Agreement With Ricky Davis, Jr For Conveyance Of Real Property.

6. An Ordinance Approving A Settlement Agreement And Mutual Release In Connection With The Woodland Hospital Property; And Providing Further Authority.

7. An Ordinance Approving A Cooperative Development Agreement Between The City Of Moberly, The Moberly Area Economic Development Authority And GRC Real Estate, LLC.

8. An Ordinance Approving Cooperative Agreements With Moberly Area Community College For Ball Field Rental And Upgrades.

9. An Ordinance Approving A Missouri Highways And Transportation Commission Municipal Agreement For Upgrading Pedestrian Facilities And Authorizing The City Manager To Execute The Agreement On Behalf Of The City Of Moberly.

10. A Resolution Granting A Certain Partial Exemption From Assessment and Payment of Ad Valorem Real Property Taxes on Improvements To Certain Real Property Located Within The City of Moberly, Missouri Enhanced Enterprise Zone; Approving A Development Agreement in Connection Therewith; And Providing Further Authority, All Pursuant to The Enhanced Enterprise Zone Act.

11. A Resolution Of The City Of Moberly, Missouri, Approving A Termination And Release Of Utility Easement And Authorizing The Mayor Of Moberly, Missouri To Execute Said Instrument On Behalf Of The City.

- [12.](#) A Resolution Authorizing The City Manager To Purchase Replacement Mixers For The Rollins And Wicker Water Towers From Utility Service Company, Inc
- [13.](#) A Resolution Authorizing The City Manager To Execute A Contract Addendum With Suez Treatment Solutions, Inc., For Servicing The Rollins Water Tank.
- [14.](#) A Resolution Authorizing The City Manager To Execute A Contract Addendum With Suez Treatment Solutions, Inc., For Servicing The Sparks Tower Water Tank.
- [15.](#) A Resolution Authorizing The City Manager To Execute A Contract Addendum With Suez Treatment Solutions, Inc., For Servicing The Wicker Street Water Tank.
- [16.](#) A Resolution Amending The Purchase Price The For A Tandem Axle Dump Truck From Scheppers International Truck Center.
- [17.](#) A Resolution Accepting The Bid Of L & J Development, Inc., For The Amphitheater Base Bid And Alternates 1 And 2 And Authorizing Contracting For The Project.
- [18.](#) A Resolution Adopting A Position Classification Schedule And Compensation Plan For The City Of Moberly, Missouri.
- [19.](#) A Resolution appropriating money out of the Treasury of the City of Moberly, Missouri.

Anything Else to Come Before the Council

- [20.](#) Appointment To The Historic Preservation Commission.
21. Consideration Of A Motion To Adjourn To A Work Session Followed By A Closed Session To Discuss The Status Of Pending Confidential or Privileged Communications and Negotiated Contracts. (Closed Statute 610.21) (1,12).

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.

January 18, 2022
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, and Cole Davis. Absent: Austin Kyser.

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

A motion was made by Davis and seconded by Kimmons to approve the minutes of the December 29, 2021, and January 3, 2022, Council meetings as presented. Ayes: Jeffrey, Brubaker, Kimmons, and Davis. Nays: none. Absent: Kyser.

Dr. Michael Berry from Moberly Family Dentistry was present to present a Water Fluoridation Quality Award to Director of Public Utilities, Dana Ulmer, and Chief Water Plant Operator, Matthew Everts.

Amanda Schultz with Williams Keepers, LLC, presented the Fiscal Year ending June 30, 2021, City of Moberly Audit Report.

Brubaker introduced a bill for an ordinance entitled: **"AN ORDINANCE AMENDING SECTION 40-711 OF THE CITY CODE BY ADDING SUBSECTIONS 26 AND 27"** 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 and Davis. Nays: none. Absent: Kyser. 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. Kimmons seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons and Davis. Nays: none. Absent: Kyser.

Kimmons introduced a bill for an ordinance entitled: **"AN ORDINANCE APPROVING A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION COST SHARE AGREEMENT FOR BUSINESS 63 HIGHWAY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF MOBERLY"** and moved that the bill be read two times by title for passage. Brubaker seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons and Davis. Nays: none. Absent: Kyser. The bill having previously been made available for public inspection was read by title one time. Director of Community Development, Tom Sanders, notified the Council that the City had not received the agreement from MoDOT, and asked to table the bill until the next meeting. Davis moved that Bill No. 9683 be tabled until the February 7, 2022, meeting. Kimmons seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons and Davis. Nays: none. Absent: Kyser. Bill No. 9683 was tabled until the February 7, 2022, meeting.

Davis introduced **"A RESOLUTION ACCEPTING RECEIPT OF A MS4 PERMIT AND ASSOCIATED REVISIONS TO MOBERLY'S STORMWATER MANAGEMENT PLAN"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons and Davis. Nays: none. Absent: Kyser. 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 Kimmons to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons and Davis. Nays: none. Absent: Kyser.

Brubaker introduced **"A RESOLUTION ADOPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION TO APPROVE THE GRANTING OF A CONDITIONAL USE PERMIT TO THE MOBERLY SCHOOL DISTRICT, TO CONSTRUCT AN ALTERNATIVE EDUCATION SCHOOL"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons and Davis. Nays: none. Absent: Kyser. 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 and Davis. Nays: none. Absent: Kyser.

Kimmons introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN ONCALL ENGINEERING SERVICES AGREEMENT FOR 2022 WITH JACOBS ENGINEERING GROUP, INC., FOR MINOR TASKS NOT RELATED TO CONTRACTS AND GRANT ADMINISTRATION"** and made a motion for it to be read. Davis seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons and Davis. Nays: none. Absent: Kyser. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Brubaker to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons and Davis. Nays: none. Absent: Kyser.

Davis introduced **"A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$477,689.41"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons and Davis. Nays: none. Absent: Kyser. 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 and Davis. Nays: none. Absent: Kyser.

Monthly reports were received from various departments.

Councilman Kyser entered the meeting at 6:25 p.m. via Zoom.

The following new liquor application was submitted for approval: **MO Axe Company LLC**, 535 West Reed Street, Moberly, MO, submitted by Brande M. Blackwell. A motion was made by Brubaker and seconded by Kimmons to grant the license subject to investigation. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Members from the news media present were: Erik Duick , KWIX/KRES Radio Station.

A motion was made by Brubaker and seconded by Davis to adjourn to a work session followed by a closed session to discuss the status of pending real

estate and negotiated contracts. (Closed Statute 610.021) (2,12). Roll call vote: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Mayor Jeffrey reopened the meeting.

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

Work Session

The following was discussed at the Work Session:

An Agreement With MoDOT For The Sidewalk Project On Hwy EE (East Rollins).

An Ordinance Approving A Cooperative Agreement With Ricky Davis, Jr. For Conveyance Of Real Property.

Discussion Regarding A Proposal From Utility Service Company, Inc. For Water Tower Mixer Replacements And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

Discussion Regarding A Contract Addendum With Suez Water For Chemical Cleaning And Mixing System Inspection Services For Rollins Tower And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

Discussion Regarding A Contract Addendum With Suez Water For Chemical Cleaning And Mixing System Inspection Services For Sparks Tower And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

Discussion Regarding A Contract Addendum With Suez Water For Chemical Cleaning And Mixing System Inspection Services For Wicker Tower And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

Discussion Of MACC Field Use Agreement.

Discussion Of MACC Field Improvements Agreement.

Appointment To The Historic Preservation Commission.

Presentation From McClure On The Marketing Study Report For The Fennel Building.

City of Moberly

City Council Agenda Summary

Agenda Number: #2.

Department: Administration

Date: February 7, 2022

Agenda Item: Public Hearing To Consider Grant Of Partial Exemption From Assessment And Payment Of Ad Valorem Real Property Taxes On Improvements To Real Property Within An Enhanced Enterprise Zone.

Summary: This public hearing is to consider the granting of a partial exemption from assessment and payment of ad valorem taxes on certain proposed improvements to real property made by an “enhanced business enterprise” within the Moberly, Missouri Enhance Enterprise Zone. The purpose of the hearing is to obtain the opinions and suggestions of taxing districts and residents of political subdivisions to be affected by the proposed partial exemption from real property taxes. Project will result in an investment of over 4 million dollars, and 25 new permanent jobs. The jobs will have an average starting wage of \$40,000.

Recommended

Action: Hold a Public Hearing

Fund Name: N/A

Account Number: N/A

Available Budget \$: 0.00

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Davis** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

CITY OF MOBERLY, MISSOURI**NOTICE OF PUBLIC HEARING TO CONSIDER GRANT OF PARTIAL EXEMPTION
FROM ASSESSMENT AND PAYMENT OF AD VALOREM REAL PROPERTY TAXES
ON IMPROVEMENTS TO REAL PROPERTY WITHIN AN ENHANCED
ENTERPRISE ZONE**

NOTICE IS HEREBY GIVEN THAT the Council of the City of Moberly, Missouri will on February 7, 2022, at 6:00 p.m. at the Moberly City Hall, 101 West Reed Street, Moberly, Missouri 65270, hold a public hearing to consider the granting of a partial exemption from assessment and payment of ad valorem taxes on certain proposed improvements to real property made by an “enhanced business enterprise” within the Moberly, Missouri Enhanced Enterprise Zone. The purpose of the hearing is to obtain the opinions and suggestions of taxing districts and residents of political subdivisions to be affected by the proposed partial exemption from real property taxes.

The improvements proposed by GRE Real Estate LLC to that certain improved real property known and numbered as 1420 Becflo Drive, Moberly, Missouri 65270 (the “Property”) will permit use of the Property as a medical marijuana cultivation and manufacturing facility containing approximately 45,000 square feet, together with the installation and provision of necessary infrastructure, all pursuant to the Enhanced Enterprise Zone Act, sections 135.950 through 973 of the Revised Statutes of Missouri, as amended. The proposed partial exemption from real property assessment and taxation shall be in the amount of fifty percent (50%) of ad valorem taxes on improvements to be made at the Property for a maximum ten-year period beginning on January 1, 2023 and ending on December 31, 2032.

Written or oral objections will be considered at the hearing. Should you have questions or require further information, you may contact Mr. Michael Bugalski, project representative, during normal business hours at (660) 263-8811.

CITY OF MOBERLY
Shannon Hance
City Clerk

City of Moberly

City Council Agenda Summary

Agenda Number: #3.

Department: Parks and Recreation

Date: February 7, 2022

Agenda Item: Receipt of Bids - Rothwell Park Amphitheater

Summary: Advertisement was made and approximately 17 companies were directly reached out to regarding the Request for Proposals for an amphitheater and two alternates.

Attached is the list of the price points received for the Base Bid (amphitheater structure), Alternate 1 (Grading and terraces for grass seating), and Alternate 2 (a concrete service road around the amphitheater).

The Base Bid included the addition of restrooms and a storage room on the back which was not originally a part of the plan. We were hoping if it came in with a modest increase, we could have those available in case any future talent wanted close restrooms/changing rooms behind the stage, but they came in far too high to justify given the little use they would receive over time.

We went back to the lowest overall bidder – L&J Development – and negotiated the scope to get the cost down to something more digestible which is the attached \$394,134.44 including the base bid (amphitheater structure) and alternates (terraced seating and concrete service road around the amphitheater and seating).

Recommended

Action: Approve the Resolution.

Fund Name: Parks – Capital Improvement

Account Number: 115.041.5502

Available Budget \$: \$695,934.49

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

**City of Moberly
Parks and Recreation
Request For Proposals**

2022 Rothwell Park Amphitheater

1. Introduction

The City of Moberly Parks and Recreation Department is seeking design-build proposals from qualified firms interested in providing architectural, engineering, and construction services for the development of an amphitheater in Rothwell Park.

Written proposals must be submitted to the City Clerk’s Office (101 W Reed St, Moberly, MO 65270) no later than **2:00 p.m. Friday December 10, 2021.**

2. General Provisions

Objectives and Intent: The City proposes to build an amphitheater in Rothwell Park near the bottom of the slope to the west of the two pavilions. See attached site plan and conceptual amphitheater. The intent of the RFP is to find a firm for a design-build project that will produce architectural and engineered plans, all associated drawings, specifications, and necessary contract documents and carry out the construction.

Submittals: Responses to the RFP are due back no later than 2:00 p.m. Friday December 10, 2021. Please provide three (3) copies of the proposal and send to the address listed below and clearly marked “Rothwell Park Amphitheater.”

Moberly City Clerk
101 W Reed St
Moberly, MO 65270

Reservation of Rights: The City reserves the right to accept or reject any or all bids, to waive any technicalities in the Proposal process, to award any Proposal or portion of a Proposal which is deemed to be the best and/or most advantageous to the City of Moberly, and to make any investigations as are deemed necessary to determine the ability of a bidder to perform the Work. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.

Prevailing Wage: As of August 28, 2018, Missouri's Prevailing Wage Law establishes a minimum wage rate that must be paid to workers on Missouri public works construction projects valued at

more than \$75,000, such as bridges, roads, and government buildings. The prevailing wage rate differs by county and for different types of work. Entities submitting Proposals are responsible for compliance with prevailing wage laws and all other local, state, and federal laws. Current prevailing wage information: <https://labor.mo.gov/DLS/PrevailingWage/pwContractors>

City Business License: Those conducting work related to the Request for Proposal must have or obtain a valid City of Moberly Business License.

Errors and Omissions by the City: No bidder shall be permitted to use to his or her advantage any error or omission in this Request for Proposals or related specifications. Interpretation of

Questions regarding the RFP: If any person contemplating submission of a Proposal is in doubt regarding the true meaning of any part of the Request for Proposals documents, he or she may submit to Troy Bock, an e-mail at tbock@cityofmoberly.com requesting an interpretation or correction of the Request for Proposals documents not later than Friday December 3, 2021. Any interpretation or correction to the Request for Proposals documents will be made by the City by addendum and will be mailed, e-mailed, faxed, or delivered to each bidder of record not less than three (3) days prior to Proposal opening. It shall be the responsibility of each bidder, prior to submitting their Proposal, to contact the person noted in this section to determine if addenda were issued and to make such addenda a part of their Proposal.

Corrections: No erasures permitted. If a correction is necessary, draw a line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Proposal.

Modifications: A modification for a Proposal already received will be considered only if the modification is received prior to the time announced for opening of Proposals. All modifications shall be made in writing, executed, and submitted on the same form and manner as the original Proposal. Modifications submitted by telephone, fax, or email will not be considered.

Collusion: By offering a submission to this Request for Proposal, the bidder certifies the bidder has not divulged, discussed, or compared the Proposal with other bidders and has not colluded with any other bidder or parties to this RFQ whatsoever. Also, the bidder certifies that in connection with this RFQ:

- Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.
- Any prices and/or cost data for this Proposal have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.

- No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

Payment and Performance Bonds

Bidders shall consider the City's requirements for payment and performance bonds when pricing the Work for purposes of bid submittal.

If the anticipated cost of the materials, labor, and associated costs of the Work is estimated to exceed \$50,000, the successful bidder shall furnish to the City a payment bond with good and sufficient sureties to cover the cost for payment of the following:

- Any and all materials incorporated, consumed, or used in connection with the construction of the Work; and
- All insurance premiums, both for compensation, and for all other kinds of insurance, for the Work; and
- For all labor performed in the Work, whether by subcontractor or otherwise.

Additionally, the successful bidder shall provide the City a performance bond (guaranteeing that the contract for the Work will be completed according to its terms, including price and time) with good and sufficient sureties to cover the 100% of the cost of the entire construction contract, including, if authorized increases to cover change orders to such contract.

Insurance Requirements: Bidders are informed that the successful bidder will be required to obtain insurance coverage, which shall contain an endorsement, addendum, or rider amending the general liability policy to include the city as an additional insured, for the following types of insurance and in the following minimum amounts:

- Workmen's Compensation Insurance \$1 million/occurrence, \$2 million aggregate
- Comprehensive General Liability
 - o Bodily injury, including death \$1 million/occurrence, \$2 million aggregate
 - o Property Damage \$1 million/occurrence, \$2 million aggregate
- Comprehensive Automobile Liability
 - o Bodily injury, including death \$1 million/occurrence, \$2 million aggregate
 - o Property Damage \$1 million/occurrence, \$2 million aggregate

Federal Work Authorization Program and Proof of Lawful Presence

- Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services.
 - o E-Verify is a qualified federal work authorization program. Additional information about E-Verify can be found at www.uscis.gov/everify.
- Bidders shall also sign and submit with the bid an affidavit affirming that it does not and will not knowingly employ any person who is an unauthorized alien in connection to the

contracted services.

Each submittal shall include the following minimum information: Name, address, telephone numbers (voice and fax), and email of the architectural/engineering firm. A description of the firm’s previous experience with park development projects. Examples of any completed projects of similar nature. A detailed schedule showing completion of the required Scope of Services. Estimated fee anticipated to accomplish the proposed scope of services for budgeting only.

Selection: Selection will be based a range of factors including, but not limited to the following criterion:

- Best bid in terms of responsiveness, value, and other considerations in the interest of the City relative to the submitted cost.
- Compliance with ADA, prevailing wage, and other local, state, and federal law.
- Proposal follows guidelines and specifications.
- References, quality, workmanship, lifespan, and maintenance requirements of materials and structure. Warrantee coverage.
- Quality of design. Ensure the pavilion and restroom fit a park setting, a downtown setting, and matching other existing buildings in Depot Park.
- Timeline / schedule stating when the project will commence and be completed.

The City will select the proposal deemed most advantageous considering all factors involved. A consultant will be recommended by City Staff for approval by the Moberly Park Board and City Council, following a recommendation by staff. The City of Moberly is not committed to entering an agreement or contract regarding the scope of services included in this proposal request. The City of Moberly reserves the right to reject any and/or all proposals and to discontinue contract negotiations at any time without bias. The City of Moberly is not financially responsible for any costs incurred in the preparation of a proposal.

3. Scope of Work

The Scope of Services may not include all services required to complete the project. The consultant shall be responsible for determining the extent of information needed to reach an appropriate project completion.

The City of Moberly plans to construct an amphitheater as described in this section and attached conceptual site plan and rendering, that require the following professional services including architecture, engineering, and construction administration.

▪ **Base Bid - Amphitheater**

The design should take into account the following:

- A half hexagon, bandshell-shaped amphitheater with an opening at the front of 30-35

feet wide and a depth of approximately 20 feet from opening at front to the back wall.

- Located in Rothwell Park, on the slope to the west of the halfway point between the Riley Pavilion and the proposed solar pavilion.
- Amphitheater should have a back wall (3 sides of half hexagon), limited storage area behind the center back wall with door access to stage, and two restrooms (either side of the storage behind back wall with door access to stage) for artist/actor use.
- 10 foot tall side amphitheater walls. Center height a minimum of 15 feet tall at center front of stage with slope to each side (north and south).
- Aesthetically fit a park setting.
- Stage should be one foot above grade at front.
- ADA access to sides of stage.
- A treated wood structure is preferred for appearance and acoustics.
- Incorporate electrical supply (two 220 legs), LED lighting under amphitheater and on each exterior side (north, west, and south) sufficient to illuminate access and for security, and outlets for the amphitheater, restroom, and power supply on stage for future musical and other performances.
- Restrooms should include hotel style PTAC heating and cooling units to allow for artist/actor comfort.
- Stainless hardware.
- Tie into existing water and electrical utilities nearby. For sewer, a buried tank may be used in compliance with local regulations which will be pumped as-needed.
- Project should be built according to building codes as required by Moberly City Code and industry best practices.
- Following completion, grade the project site as necessary, reseed with grass, and cover with straw.
- Structure mounted from roof structure running north to south across the stage on which to mount lighting equipment.

▪ **Alternate 1**

- Provide a cost for creating a consistent grade down to the amphitheater to ensure good line of sight from the entire viewing area eastward to the edge of the parking lot. See attached site plan. Build two retaining walls made of ledge rock or similar stone accepted by the City to create three tiers of seating and a gentle slope. (Site plan shows more tiers than necessary so disregard placement on site plan).

▪ **Alternate 2**

- Provide a cost to construct a 12' wide concrete service road around the pavilion for equipment loading/unloading. Concrete should have sufficient base and thickness for truck/trailer use and allow for drainage at NW and SW corners for stormwater.

Scope of Services

The Scope of Services shall be comprehensive, including schematic design, design development, construction document, bidding and negotiations, and construction administration. Selected firm will coordinate with City staff to gain insight to park needs prior to and during the design process.

Site Design: Service shall include all aspects of site design including but not limited to:

- Erosion and sediment control
- Utility connections and coordination
- Grading elevations

The City intends the successful to act as General Contractor and Project Manager to handle all contract administration. Administration services shall include all aspects of building design including but not limited to:

- Signed and sealed Architectural and Engineering drawings and specification for all aspects of the construction, including but not limited to lighting and electrical system, plumbing, and structural system. All systems specifications shall be based on engineering calculations so as to properly size the systems for the building involved. All drawings and specifications shall be in sufficient detail to obtain fixed construction bids and apply for permits.
- Coordinate pre-construction meeting(s) and construction meetings as needed to help coordinate and answer questions from the City and sub-contractors.
- Review submittals
- Submit for progress payments
- Designs shall meet all building code standards and industry best practices
- Provide a lump sum fee for Base, Alternate 1, and Alternate 2

4. Project Schedule

The tentative project schedule is as follows:

- Project may Commence anytime after February 1, 2022
- Project Completion by June 30, 2022 for base bid and July 31, 2022 for Alternates if approved.

5. Elements of Proposal

Include the following in your proposal:

- Cover letter.
- Project approach. Any deviations from the scope herein shall be clearly designated in the proposal. Include and describe all sub-consultant and sub-contracted services.
- Project team description (with resumes), emphasizing experience and capabilities of key

personnel.

- Description of the project team's past project performance for which your firm has provided services. Include a minimum of five client references that may be contacted by the City including the projects your firm has completed for these clients.
- Projected company workload for service period and ability to perform work for this project given the schedule listed above.
- Additional Information the respondent believes to be relevant to the selection efforts.

6. Special Conditions

Reservations: The RFP does not commit the City to award a contract or defray any costs incurred in the preparation of a proposal.

Public Record: All submitted proposals in response to the RFP become the property of the City and are public record and as such may be subject to public review.

Right to Cancel: The City reserves the right to cancel, for any or no reason, in part or in its entirety, this RFP including, but not limited to: selection schedule, submittal date, and submittal requirements. If the City cancels or revises the RFP, the City will notify all proposers in writing.

Additional Information: The City Reserves the right to request additional information and/or clarifications from any or all entities submitting proposals.

Professional Service Agreement: The selected company will be required to sign a Professional Services Agreement, provide insurance certificates and all other required documentation within 14 days of notice of award.

Contact Information:

If you have any questions regarding this request for proposal, or would like to schedule a pre-submittal meeting, please direct calls or emails to:

Troy Bock, Parks and Recreation Director, at 660-269-7613 or tbock@cityofmoberly.com.

Authorized Product Representation, Legal Name, and Signature:

Proposals shall clearly indicate the legal name and signature, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual). The signer shall have the authority to bind the company to the submitted Proposal. The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the bidder(s) is legally authorized to submit and the successful bidder(s) will be legally bound to perform according to the documents.

CITY OF MOBERLY
Hathwell Park Amphitheater 2pm
"BID OPENING"

Date: 12-10-2021

Byrne + Jones Construction

\$ Base Bid \$578,100.00
Alternate 1 \$55,000.00
Alternate 2 \$165,500.00

Integra, Inc.

\$ Base Bid \$ ^{Timber frame} 640,000.00
1 2 \$ 345,000.00 stick frame w/ modula
3 \$ 375,000.00 - metal frame
Alternate 1 \$30,000.00
Alternate 2 \$148,000.00

L & J Development

\$ Base Bid \$ 649,016.49
Alternate 1 \$ 38,502.00
Alternate 2 \$ 69,552.00

\$

\$

\$

\$

\$

\$

\$

BUDGET COST ESTIMATE

L&J Development Inc

801 N Morley Street - PO Box 715
 Moberly, Missouri 65270
 (660) 269-8008
www.ljdevelopment.com

Date: December 10, 2021
 Rebid January 17, 2022

Project No. L&J #1267
 Project: City of Moberly Amphitheater
 Rothwell Park
 101 West Reed Street
 Moberly, MO 65270

Materials Taxable: No
 Prevailing Wage: Yes

Description	Quantity	Unit	\$/Unit	Extn. Cost	Division Sub-Totals	Notes:
Bonding Fee (3.0%)					\$11,479.64	Payment and Performance Bond
1.000 General Conditions						
1.030 - Professional Fees						
Structural Engineer						Plans from the Building Supplier are Stamped by Structural Engineer
1.040 - Project Supervision	3	MTH	\$7,200.00	\$21,600.00		L & J Development, Superintendent
1.041 - Project Management	3	MTH	\$2,400.00	\$7,200.00		L & J Development, Project Manager
1.060 - Permits						Waived by the City of Moberly
1.700 - Clean-up						
Daily Cleaning	40	HR	\$78.00	\$3,120.00		L & J Development
1.708 - Dumpster / Dump Fee						
20 Yrd. Dumpster	1	TRIP	\$450.00	\$450.00		Waste Management
Dump Fee (Solid Waste)	10	TN	\$67.20	\$672.00		
1.800 - Rental Equipment	1	LS	\$3,600.00	\$3,600.00		
1.900 - Small Consumables for work	1	LS	\$360.00	\$360.00		Items outside the bid of these specific line items
Division 1.000 General Conditions Total:					\$37,002.00	
2.000 Sitework						
2.250 - Layout	20	HR	\$78.00	\$1,560.00		L & J Development
2.310 - Grading - Finish & Rough						
Grading for Building Pad and for Seating Area	1	LS	\$15,600.00	\$15,600.00		L & J Development - Using Dirt from Site
2.776 - Driveways						
Sub-Contract						
4", 6x6 6/6 WWF, 4" Base w/Thicken Edge	9,600	SF	\$8.40	\$80,640.00		Only the 12' wide Driveway around the sloped area for the Amphitheater
2.830 - Seating Walls	1	LS	\$18,000.00	\$18,000.00		Rodchester Concrete Products
Labor to Install - Retaining Walls	160	HR	\$60.00	\$9,600.00		L & J Development
2.920 - Seed and Straw	42,500	SF	\$0.42	\$17,850.00		4 Acres Nursery
Division 2.000 Sitework Total:					\$143,250.00	
3.000 Concrete						
3.100 - Footing System, Concrete						
Sub-Contract	1	LS	\$18,720.00	\$18,720.00		Local Provider
Concrete, Reinforcement, Placement						
3.300 - S.O.G. System, Concrete						
Sub-Contract	1	LS	\$9,600.00	\$9,600.00		Local Provider
4" Conc./4" Base, Reinf., Forming, VB & Labor						
3.800 - Anchor Rods						
Labor to install column anchors	15	HR	\$78.00	\$1,170.00		L & J Development
Division 3.000 Concrete Total:					\$29,490.00	
13.000 Special Construction						
13.121 - Pre-Engineered Package						
Fifthroom Buildings	1	LS	\$124,312.80	\$124,312.80		This is the Bid good for 20 days as of today. 35' Sydney Half Hexagon Amphitheater - Clear Stain Back Walls to Match, Asphalt Shingles, Engineer Stamped Plans
13.122 - Erect Pre-Eng. Building						
Sub-Contract	1	LS	\$26,400.00	\$26,400.00		L&J Development
Division 13.000 Special Construction Total:					\$150,712.80	
16.000 Electrical						
16.100 - Electrical						
Sub-Contract	1	LS	\$14,400.00	\$14,400.00		Nemo Electric
Electrical Site Utilities	1	LS	\$4,200.00	\$4,200.00		Install Conduit from CT by Transformer behind the Riley Pavilion to a spot on the building
16.150 - Electrical Fixtures	1	LS	\$3,600.00	\$3,600.00		Butler Supply
Division 16.000 Electrical Total:					\$22,200.00	
Total of Estimated Cost of Base Bid:					\$394,134.44	

To: City Council
From: Troy Bock, Director
Date: January 21, 2022
Subject: Amphitheater Update

In meetings over the last two weeks on the staff level and with L&J Development, it was determined that since they were the low bid overall on the amphitheater bid we could renegotiate the scope to reduce costs on the base bid (bandshell structure) to bring the costs more in line with what we were hoping to see. We achieved this by removing the restroom and storage room structure and related concrete, utilities, etc. as well as removing some costs inadvertently included in the base bid that were beyond the initial scope. The restroom was not a public restroom, but for the talent only as noted at the January 3rd Council Work Session. The value we would have obtained over the life of the facility for a few events each year was not worth the expense based on where the bids came in, particularly since most notable talent prefers the security, comfort, and convenience of their bus.

By eliminating this from the scope, the overall cost of the amphitheater structure, concrete service road, and terraced seating (base and alternates) are a combined \$394,134.44, cutting the cost not quite in half.

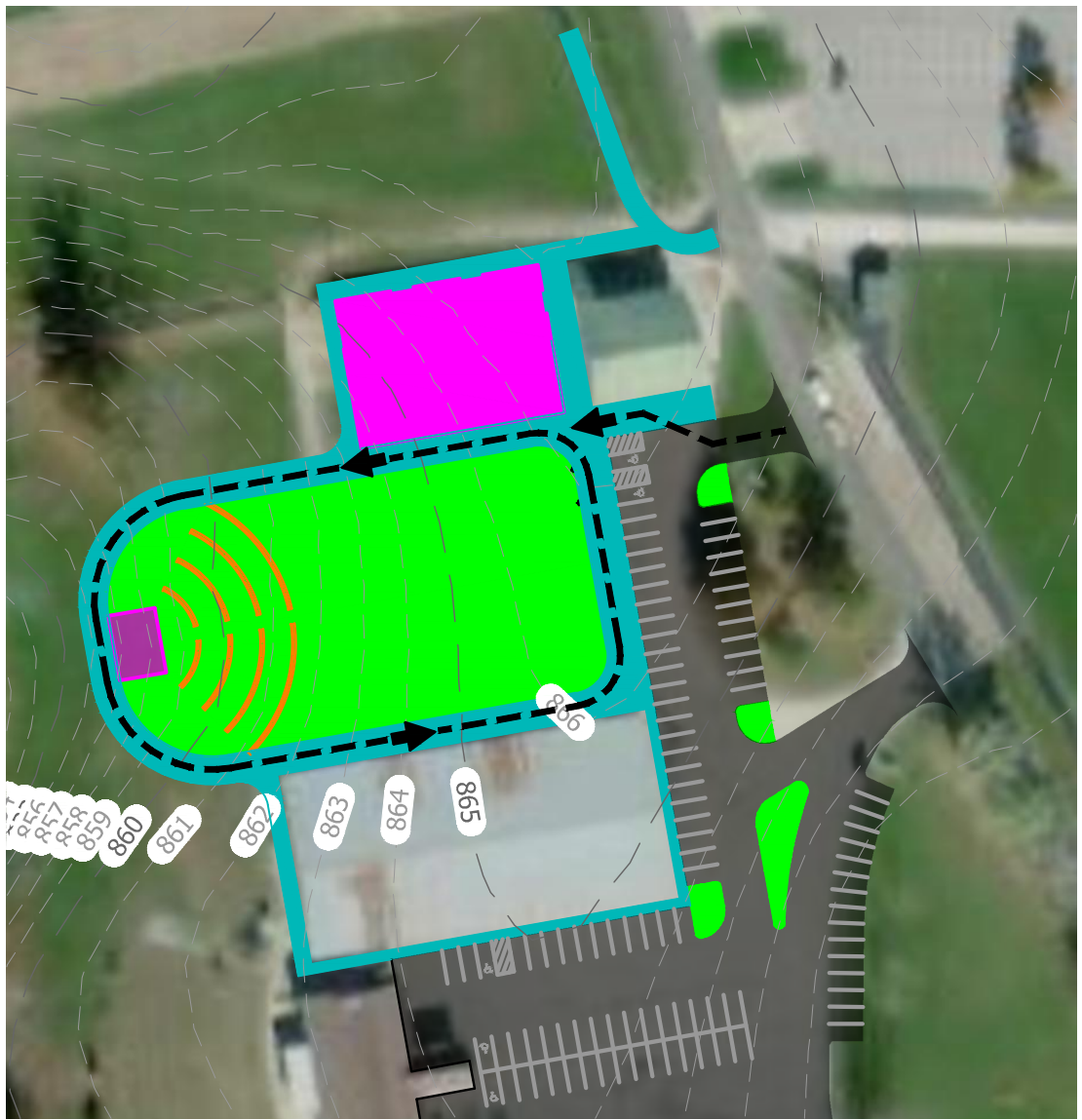
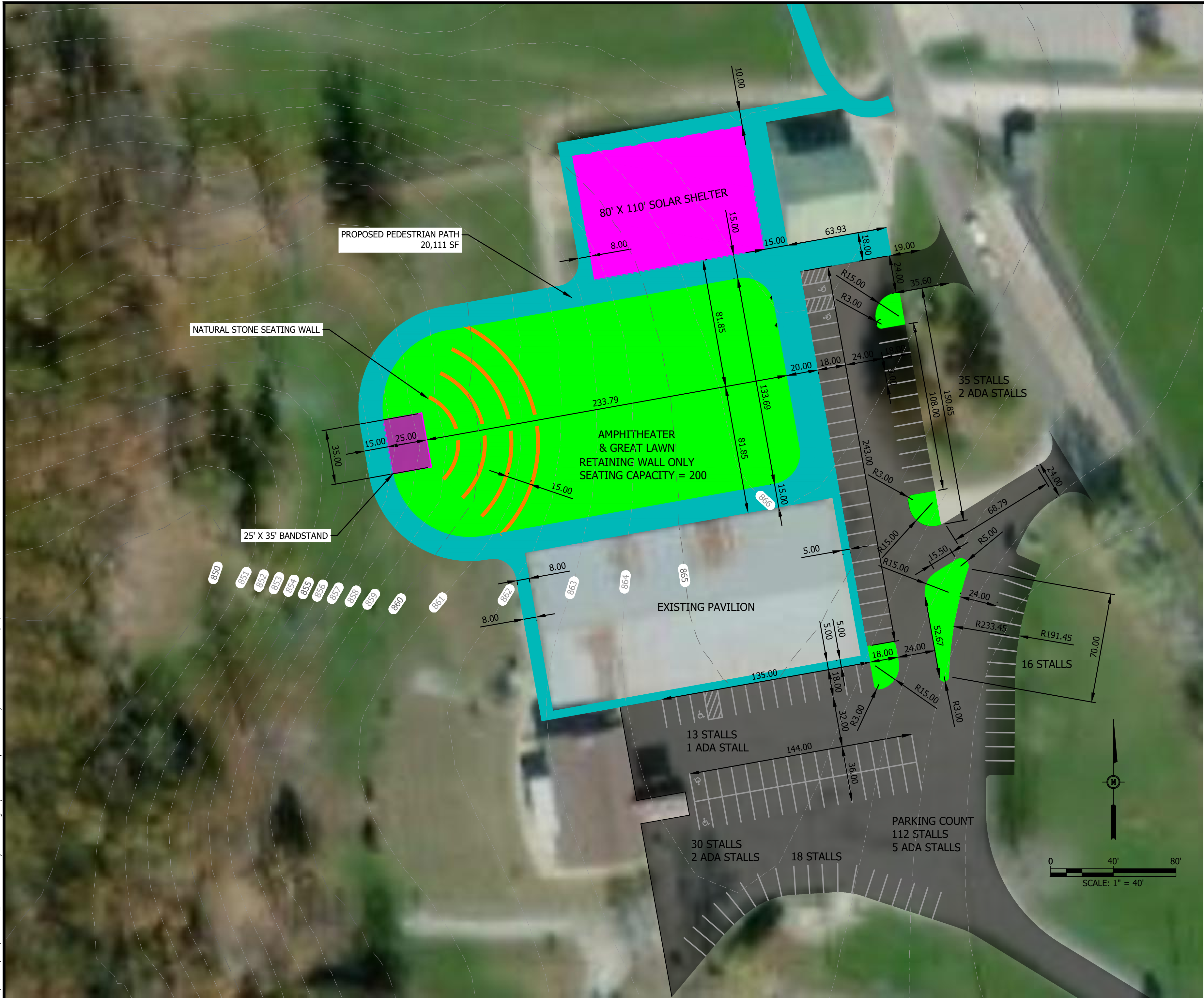
This has been taken through Park Board this week and they approve of this more pragmatic approach. We plan to bring this for approval at the February 7th City Council meeting. This allows the City to get the whole project under contract and moving forward with one company and at a more reasonable price.

Addendum 1

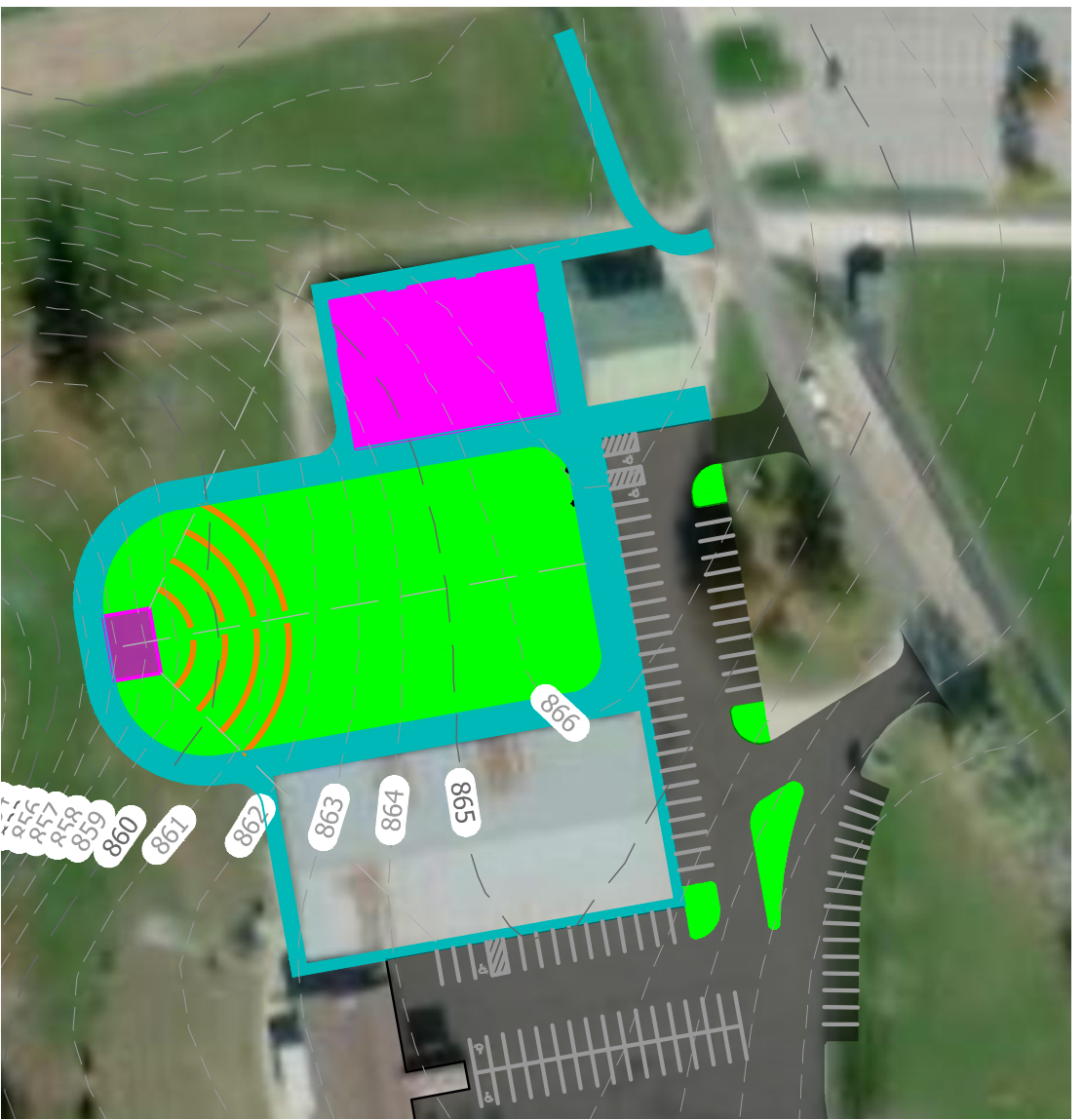
This addendum addresses questions recently received and updates the original RFP.

- Brush finish to concrete. Urethane coating.
- Insulation preferred in restrooms, though these will be used seasonally.
- 3,000-4,000 Kelvin lighting is preferred on LED lighting to decrease intensity.
- Restrooms should each have a floor drain.
- Sewer runs along the east side of Rothwell Park Road. Water runs along the west side of Rothwell Park Road.
- Tank is anticipated to the downhill to the west (behind) of the amphitheater.
- The project is tax exempt and a tax exemption form (Form 5060) can be provided to the successful bidder.

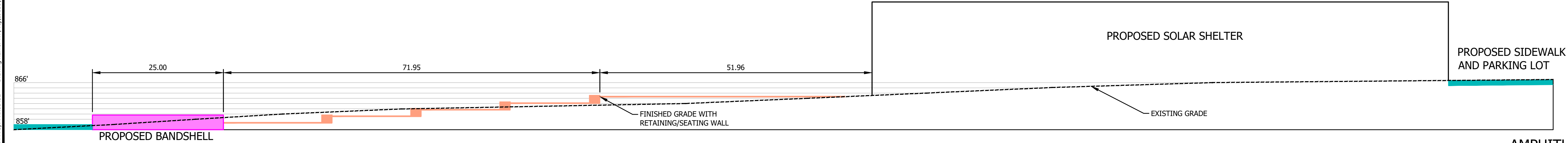
Last edit on: 2/19/2021 12:34 PM by: PRN01452
Drawing Name: W:\Proj\19000\19254\19254.dwg
Layout Name: Layout1
Plotted By: PRN01452
Plotted on: 2/19/2021 12:36:11 PM



THE PROPOSED PEDESTRIAN AND VEHICULAR CIRCULATION LOOP WILL PROVIDE ACCESS FOR SERVICE VEHICLES AND EVENT ATTENDEES.

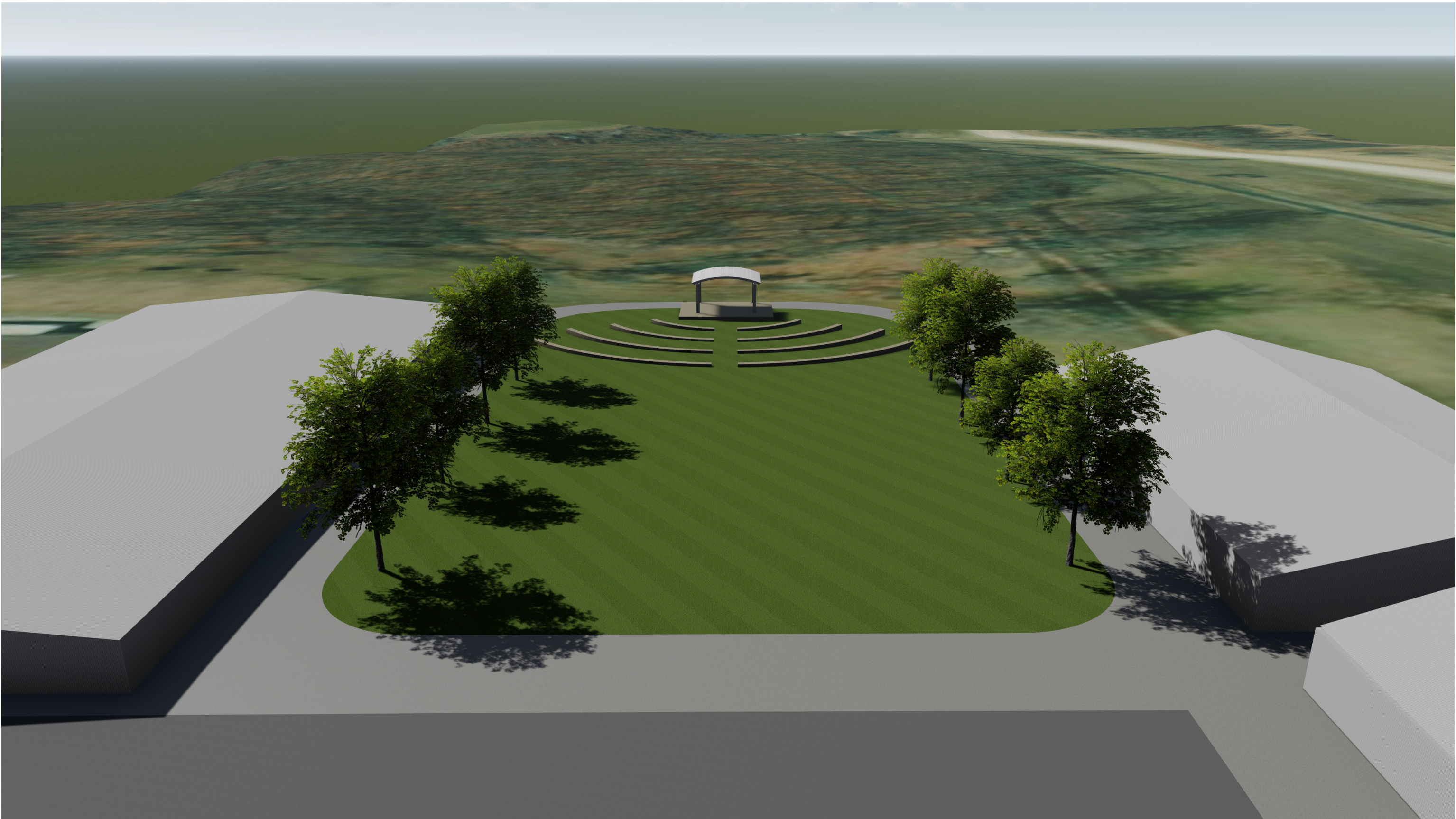
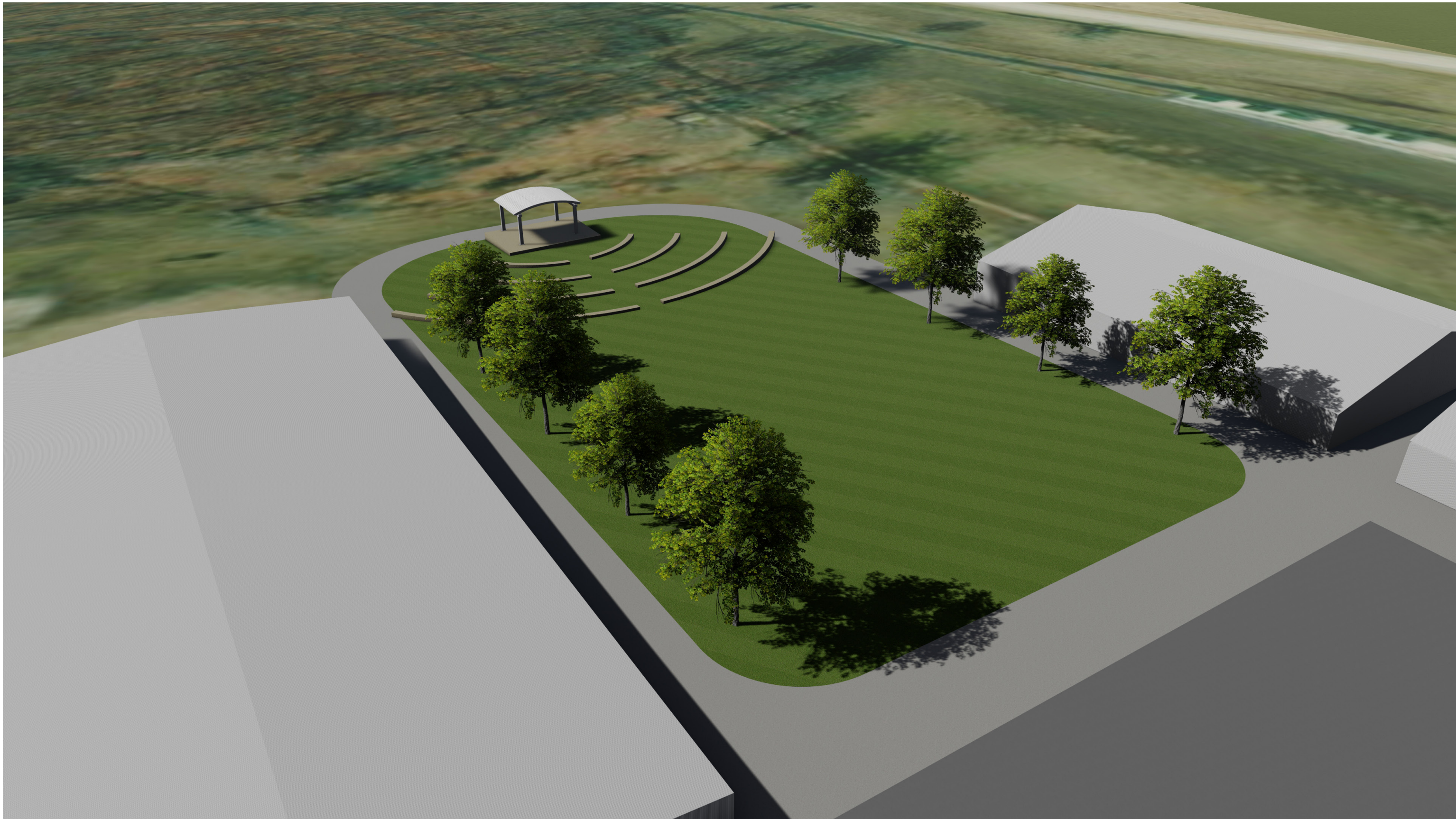
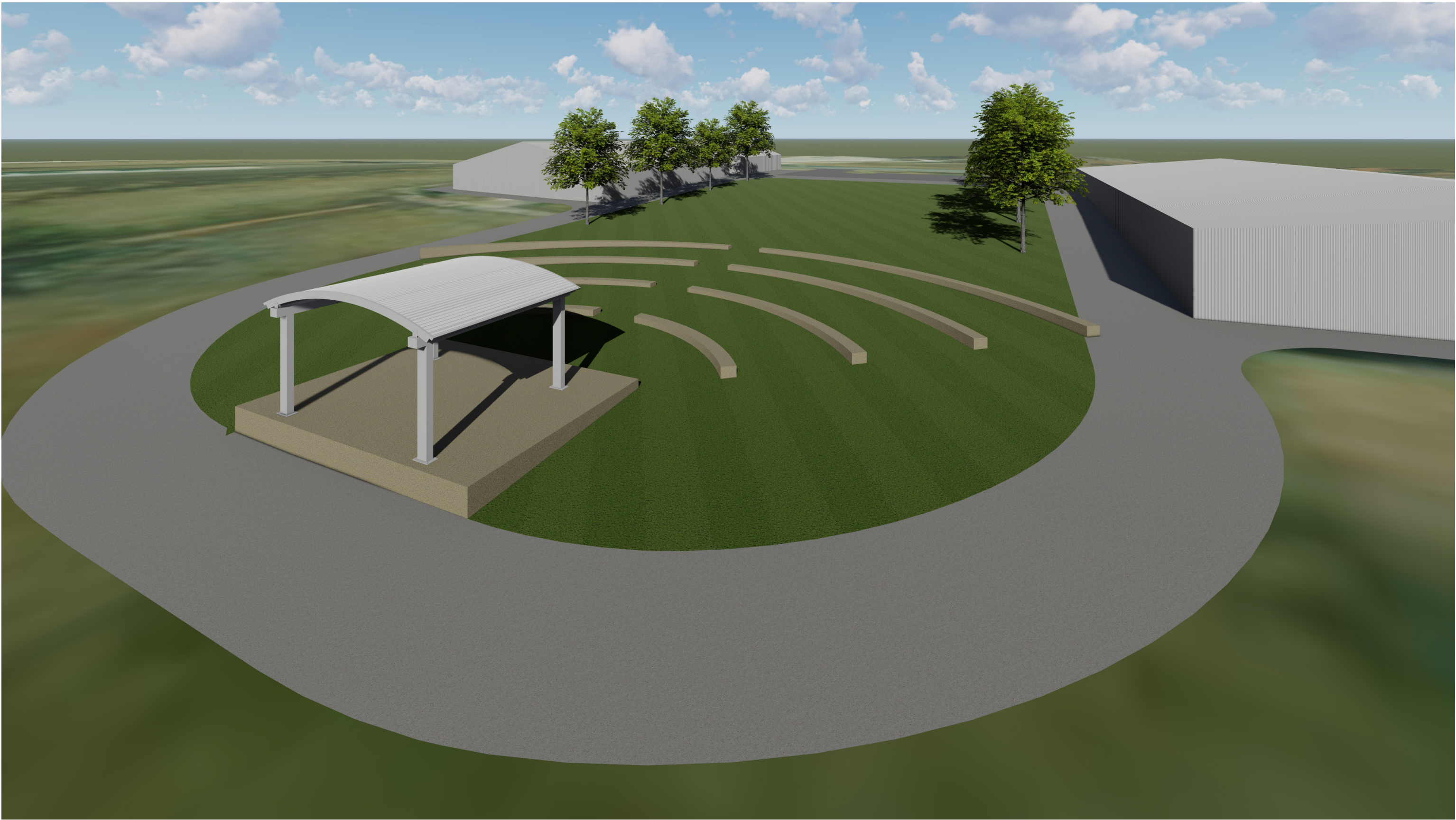


THE PROPOSED AMPHITHEATER IS ALIGNED WITH THE CENTERLINE OF THE GREAT LAWN.



AMPHITHEATER EXHIBIT
MOBERLY, MISSOURI

Bartlett & West



AMPHITHEATER EXHIBIT
MOBERLY, MISSOURI

Bartlett & West

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#4.

Department: Public Works

Date: February 7, 2022

Agenda Item: An Ordinance Amending Section 40-711 Of The City Code By Adding Subsection 28.

Summary: This street is less than 18' wide and cars park across from each other as well as up to the corner of the intersection of Emerson and W Hinton, it is almost impossible for emergency vehicles to get through. Please see the attached pictures of this street.

Recommended

Action: Approve this ordinance

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

Roll Call

Aye

Nay

Mayor

M___ S___ Jeffrey

Council Member

M___ S___ Brubaker

M___ S___ Kimmons

M___ S___ Davis

M___ S___ Kyser

Passed Failed

I would like to draft an ordinance to submit to the council for approval to make the 200 Block of West Hinton no parking on the South side due to the street being less than 18' wide.

We have several streets in town that are too narrow to technically have parking on one side, but these are less than 20' and have parking on both sides. Typically we look at 26' as the minimum width to allow one side parking, with vehicles taking up 7' of the edge, that leave two 9.5' driving lanes which is very narrow. There are several old town streets that are down to 20' wide with allow parking on both sides, which cars parked directly across from each other can make them impassable for emergency vehicles and snow plows. The two blocks I have shown below are even narrower and we have been requested to look at for limiting parking to one side.

200 Block of West Hinton, this block is directly off of Emerson and is less than 17' wide with open ditches. Parking on one side has the road necked down to less than 10', barely enough for one lane of traffic and hard to fit a snow plow down. As water is on the South side, I am recommending making the South side no parking on this block.

BILL NO: _____

ORDINANCE NO: _____

AN ORDINANCE AMENDING SECTION 40-711 OF THE CITY CODE BY ADDING SUBSECTION 28.

Whereas, Section 40-711 of the Moberly City Code pertains to parking prohibitions on certain streets; and

Whereas, city staff proposes that parking be prohibited on the south side of the 200 block of West Hinton Street.

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

SECTION ONE: Section 40-711 of the Moberly City Code is hereby amended by the addition of the following two new subsections:

(28) West Hinton, south side of 200 block.

SECTION TWO: This ordinance shall be in full force and effect upon passage by the City Council.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 7th day of February, 2022.

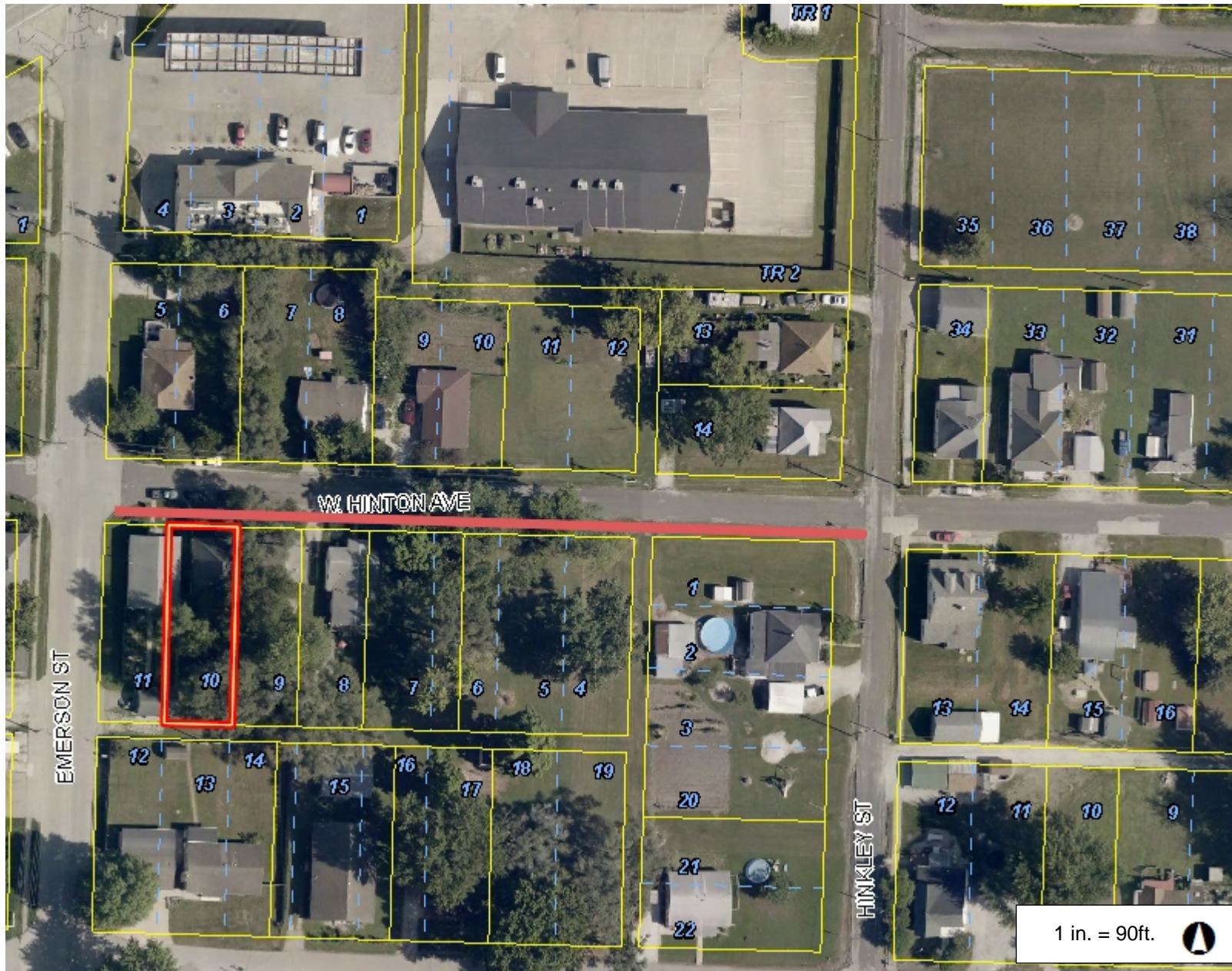
Presiding Officer at Meeting

ATTEST:

City Clerk

Moberly, MO

#4.



Legend

- Roads
- Corporate Limit
- Parcel
- Original Lot
- Stream
- Subdivision
- Lots
- South Ridge Lot Line
- City Easement

Notes

179.9 0 89.94 179.9 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

25

THIS MAP IS NOT TO BE USED FOR NAVIGATION

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#5.

Department: Public Works

Date: February 7, 2022

Agenda Item: An Ordinance Approving A Cooperative Agreement With Ricky Davis, Jr For Conveyance Of Real Property.

Summary: Please find attached the proposal that Rick Davis submitted, Tom's recommendation and the agreement.

Recommended

Action: Approve this ordinance.

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Davis** _____

M___ S___ **Kyser** _____

Passed

Failed

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT WITH RICKY DAVIS, JR FOR CONVEYANCE OF REAL PROPERTY.

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

SECTION ONE: The City and Ricky Davis, Jr desire to share the costs of a survey of property owned by the City at 936 Franklin Street.

SECTION TWO: Following the survey and payment by Davis of one-half of the cost thereof the City shall deed one of the new parcels described in the survey to Davis.

SECTION THREE: Attached hereto and incorporated herein is a Cooperative Agreement for the purposes described herein.

SECTION FOUR: The City Council hereby approves the Cooperative Agreement and hereby authorizes the City Manager of Moberly to execute said Agreement on behalf of the City.

SECTION FIVE: This Ordinance shall be in full force and effect from and after its passage and adoption by the Council of the City of Moberly, Missouri, and its signature by the officer presiding at the meeting at which it was passed and adopted and further the Council authorizes the City Manager to take such other and further action as may be required to accomplish the purposes of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 7th day of February, 2022.

.

ATTEST:

Presiding Officer at Meeting

City Clerk

COOPERATIVE AGREEMENT FOR CONVEYANCE OF REAL ESTATE

THIS COOPERATIVE AGREEMENT FOR CONVEYANCE OF REAL ESTATE (this “**Agreement**”) is made and entered into as of the ____ day of _____ 2022 by and between the **CITY OF MOBERLY, MISSOURI** a third-class city and a Missouri municipal corporation having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**City**”) and **RICKY DAVIS, JR**, a single person residing at 928 Franklin Street, Moberly, Missouri (“**Davis**” and together with the City the “**Parties**”).

RECITALS

- A. Sections 70.210 through 70.320 of the Revised Statutes of Missouri, as amended, authorize Missouri municipalities to contract with other persons for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service, provided, that the subject and purposes of any such contract or cooperative action are within the scope of the powers of such municipality.
- B. City owns real property at 936 Franklin Street and Davis owns real property at 928 Franklin Street.
- C. The Parties desire to share the costs of subdividing 936 Franklin and the city will then deed a portion of the subdivided lot to Davis.
- D. The Parties wish to cooperate in this venture under the following terms and conditions.

AGREEMENT

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

- 1. **The Project.** The Parties shall each pay one-half of the cost of a survey of the real property located at 936 Franklin. The survey will result in the lot being divided into 4 parcels with one of the parcels consisting of a ten (10) foot strip running north and south along the east side of 936 Franklin (the “Parcel”). The Parcel shall then be deeded by the City to Davis.
- 2. **The Survey.** The City shall arrange for a surveyor to provide a survey. Once the survey has been completed and an invoice has been submitted to the City, the City shall invoice Davis for one-half the costs of the survey.
- 3. **Conveyance.** In exchange for Davis paying one-half the cost of the survey the City agrees to deed the Parcel (as finally described in the survey) to Davis. The conveyance shall be by Quit-Claim Deed and shall take place upon payment by Davis of one-half the cost of the survey. If Davis desires any examination of title, then he shall arrange for and pay the cost prior to the conveyance.

4. No Waiver of Sovereign Immunity; Limited Public Liability; No Personal Liability.

Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City’s sovereign immunity. The parties hereto agree that in no event shall the City or any of their respective officials, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to each other or any successor, assign, heir or personal representative of each other in respect of any suit, claim, or cause of action arising out of this Agreement and each party hereby waives any such claim. No official, officer, agent, attorney, employee, or representative of the City shall be personally liable to Davis or the successors, assigns, heirs or personal representatives of the Davis in the event of any default or breach by any party under this Agreement.

5. Notices. Any Notice required by this Agreement shall be deemed given if deposited in the United States Mail, first class, postage prepaid and addressed as hereinafter specified.

If to the City: City of Moberly
 101 West Reed Street – City Hall
 Moberly, Missouri 65270
 Attn: City Manager

If to Davis: Ricky Davis, Jr
 928 Franklin Street
 Moberly, Missouri 65270

Each party shall have the right to specify that notice is to be addressed to another address by giving to the other party Ten (10) days written notice thereof.

6. Entire Agreement; Amendment. The parties agree that this Agreement constitutes the entire agreement between them and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties and when authorized and approved by the Moberly City Council.

7. Relationship of the Parties; No Third Party Right. Nothing contained in this Agreement nor any act of Davis or the City shall be deemed or construed to create a partnership or agency relationship between the parties, or their agents or representatives and this Agreement is and shall be limited to the specific purposes set out in this Agreement. Other than as expressly provided in this Agreement, no party shall be the agent of, or have any rights to create any obligations or liabilities binding on, the other party. The parties do not intend to confer any benefit under this Agreement on any person or entity other than the named parties hereto.

8. Severability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

8. Binding Effect. Except as otherwise expressly provided in this Agreement, the covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of Davis, the City, and their respective successors and permitted assigns.

9. Choice of Law; Venue. This Agreement and its performance shall be governed by and construed by the laws of the State of Missouri applicable to contracts made and to be performed wholly within such state, without regard to choice or conflict of laws provisions. The parties hereto agree that any action at law, suite in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri or in the Federal District Court for the Eastern District of Missouri and waive any objections based upon venue or *forum non conveniens* or otherwise.

10. Execution; Counterparts. Each person executing this Agreement in a representative capacity warrants and represents that he or she has authority to do so, and upon request by the other party, proof of such authority will be furnished to the requesting party. This Agreement may be executed at different times and in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and the same instrument, binding on the parties hereto, notwithstanding that both parties may not have executed the same counterpart. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.

IN WITNESS WHEREOF, the City and Davis have each caused this Agreement to be executed in multiple original counterparts in their respective names and attested to as of the date first above written.

CITY OF MOBERLY, MISSOURI
(the “City”)

By: _____
Mayor

ATTEST:

By: _____
Shannon Hance, City Clerk

RICKY DAVIS, JR

By: _____
Ricky Davis, Jr.

October 22, 2021

Hello, sir and associated board members.

Thank you for your time and consideration on this matter.

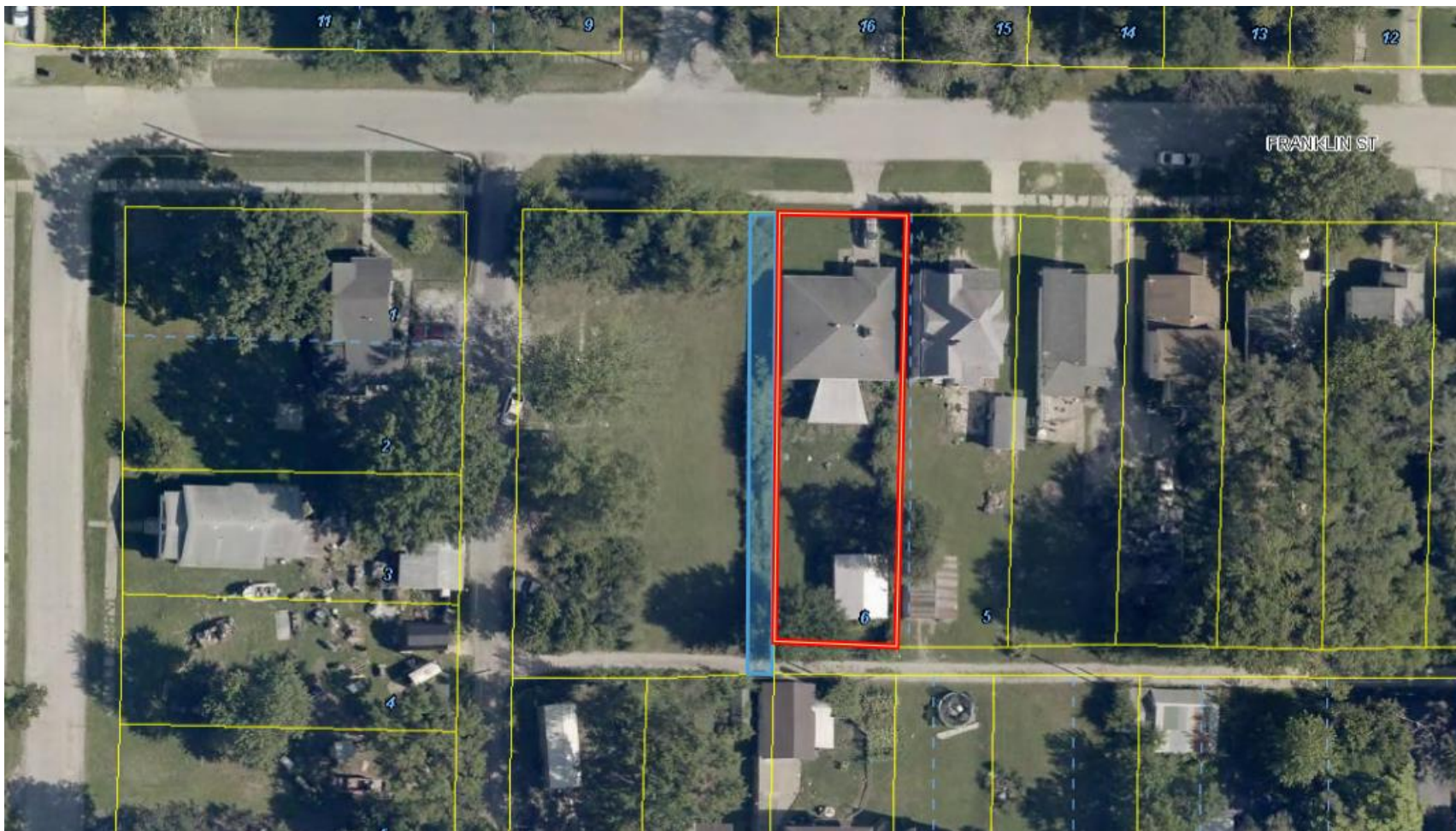
Reasons to consider my proposal are as follows.

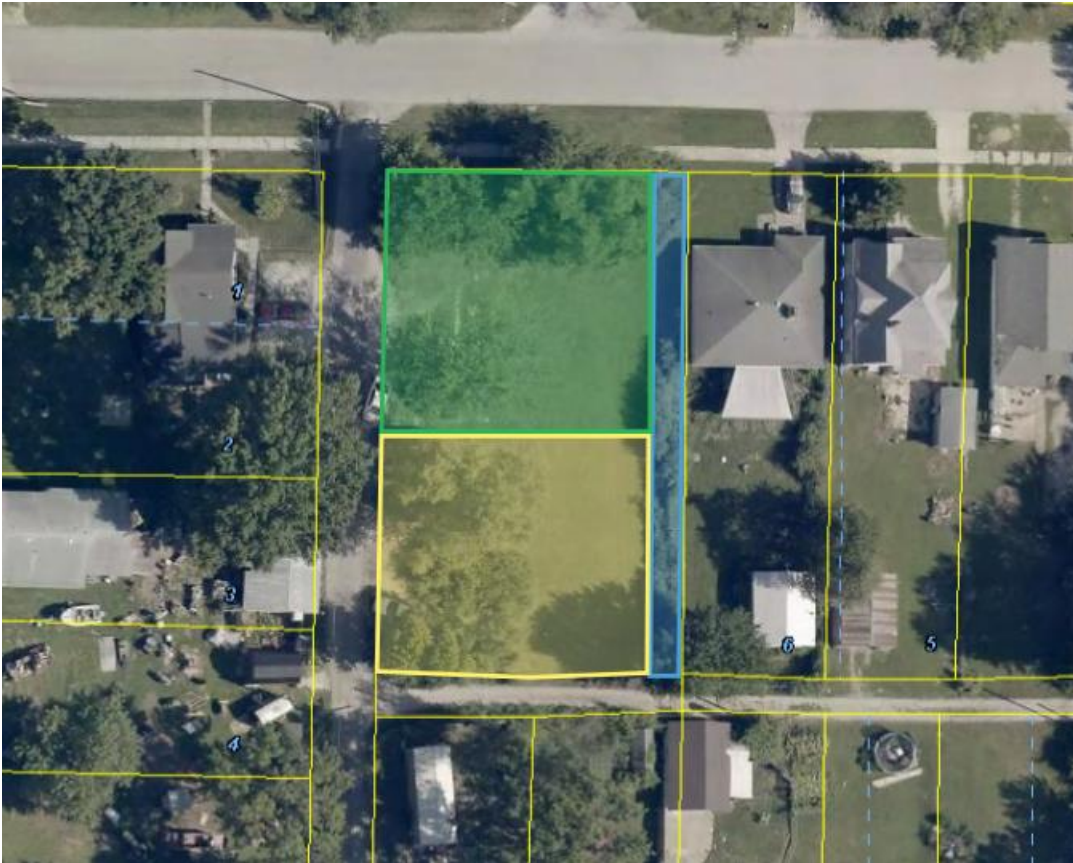
1. first is simple, adding extra land increases value, this added to the renovations that will soon be done to my home, will not only add value to my property but actually help increase local property values.
2. The raise in neighborhood value creates an increase in tax revenue.
3. The use of a lot that would otherwise just be vacant land due to both neighborhood and low local property values.

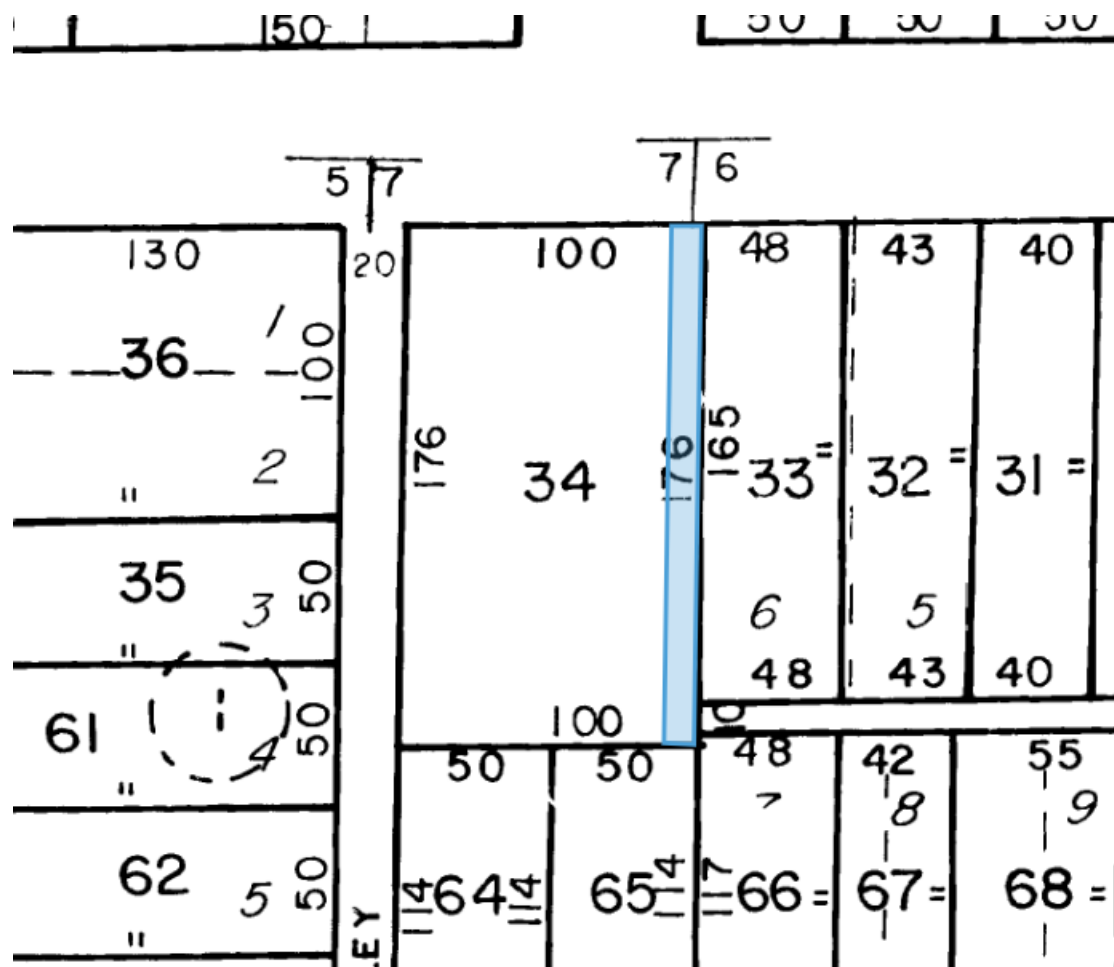
Mostly, I just want to add to my home, because it is my home, and I don't want to move elsewhere. I'm very excited for what is to come and the fruition of my plans.

Please consider my request. Regardless thank you for your time, and best wishes to you and your family.

Rick Davis







City of Moberly

City Council Agenda Summary

Agenda Number: #6.
 Department: Public Works
 Date: February 7, 2022

Agenda Item: An Ordinance Approving A Settlement Agreement And Mutual Release In Connection With The Woodland Hospital Property; And Providing Further Authority.

Summary: This is the agreement with JT Holman for the amount we paid to have the asbestos removed from the Woodland Hospital

Recommended

Action: Approve this ordinance.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO. _____ORDINANCE NO: _____

AN ORDINANCE APPROVING A SETTLEMENT AGREEMENT AND MUTUAL
RELEASE IN CONNECTION WITH THE WOODLAND HOSPITAL
PROPERTY; AND PROVIDING FURTHER AUTHORITY.

WHEREAS, Holman Properties, LLC (the “Developer”) has acquired certain parcels of improved real property located in corporate limits of the City of Moberly (the “City”) known and numbered as 423 East Logan Street, Moberly, Missouri and formerly the site of the Woodland Hospital (collectively, the “Property”) and had proposed the redevelopment and expansion of the Property for use as a residential care facility together with the installation and provision of necessary improvements at an estimated cost of \$2.1 Million (the “Original Project”); and

WHEREAS, as an inducement to Developer to undertake the Original Project the Developer, the City and the Moberly Redevelopment Corporation (the “Corporation”) had entered into a Cooperative Redevelopment Agreement dated as of November 20, 2018 (as subsequently amended, the “Original Agreements”) by and through the Developer would enjoy real property tax relief pursuant to Chapter 353 at the Property and in addition the City would fund certain infrastructure and other property improvements for the benefit of the Original Project; and .

WHEREAS, although the City has fully performed the City’s obligation under the Agreements to fund the agreed to infrastructure and property improvements, the Developer has now informed the City and the Corporation that the Developer wishes to abandon the Original Project and undertake a conventional residential development (the “New Development”) which will substantially reduce or eliminate the benefits which would have accrued to the City and the Corporation in the form of new investment and new permanent job creation; and

WHEREAS, in light of the sums already expended by the City for the benefit of the Original Project and the as yet unperformed obligations of Developer, the City, the Corporation,

and the Developer each wish to enter into that certain Settlement Agreement and Mutual Release attached as Exhibit A to and incorporated by reference in this Ordinance (the “**Settlement Agreement**”) (i) to provide for and memorialize certain respective duties with respect to and for the benefit of the New Development; (ii) to acknowledge the prior obligations of the Developer to the City and to provide for the discharge of such obligations; and (iii) to settle and release any and all potential claims and causes of action related to the Original Project and the Original Agreements and to settle all existing and potential controversies, disputes, and claims arising among them.

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

SECTION 1. The Settlement Agreement in substantially the form of Exhibit A is hereby approved and the Mayor is hereby authorized to execute and deliver the Settlement Agreement behalf of the City.

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

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

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

was passed and adopted.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri on this ____ day of _____, 2022.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk

EXHIBIT A

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE (this “**Settlement Agreement**”) is made and entered into as of this _____ day of _____, 2022 (the “**Effective Date**”), by and among the CITY OF MOBERLY, MISSOURI, a city of the third class and Missouri municipal corporation located in the County of Randolph (the “**City**”); MOBERLY REDEVELOPMENT CORPORATION, a Missouri urban redevelopment corporation having a principal office at 115-A North Williams Street, Moberly, Missouri 65270 (the “**Corporation**”); and HOLMAN PROPERTIES, LLC, a Missouri limited liability company having a principal office at 805 Holman Lane, Macon, Missouri 63552 (“**Developer**” and together with the City and the Corporation, the “**Parties**”).

RECITALS

A. Developer is the owner in fee of certain parcels of improved real property located in corporate limits of the City known and numbered as 423 East Logan Street, Moberly, Missouri and formerly the site of the Woodland Hospital (collectively, the “**Property**”) and proposed to the City and the Corporation to undertake the redevelopment and expansion of the Property for use as a residential care facility together with the installation and provision of necessary improvements at an estimated cost of \$2.1 Million (the “**Original Project**”).

B. As an inducement to Developer to undertake the Original Project and to provide an anticipated 20 new full time permanent jobs at the Property, the Developer, the City and the Corporation entered into that certain Cooperative Redevelopment Agreement dated as of November 20, 2018 (the “**Original Agreement**”) as amended by that certain First Amendment to Cooperative Redevelopment Agreement dated as of March 10, 2021 (the “**First Amendment**”) and, together with the Original Agreement, the “**Agreements**”) by and through which Agreements the Developer would enjoy real property tax relief pursuant to Chapter 353 at the Property and in addition the City would fund certain infrastructure and other property improvements for the benefit of the Original Project, all as set forth in the Agreements.

C. Although the City has fully performed the City’s obligation to fund the agreed to infrastructure and property improvements, the Developer has now informed the City and the Corporation that the Developer wishes to abandon the Original Project and undertake a conventional residential development (the “**New Development**”) which will substantially reduce or eliminate the benefits which would have accrued to the City and the Corporation in the form of new investment and new permanent job creation.

D. In light of the sums already expended by the City for the benefit of the Original Project and the as yet unperformed obligations of Developer and the Corporation including, without limitation, actions respecting grants of real property tax abatement at the Property together with the effect of the New Development on the prior expectations of the City and the Corporation and any and all potential claims and causes of action related thereto, the Parties now wish to enter into this Settlement Agreement to establish and document the new respective obligations of the Parties in

regard to the New Development and to the prior undertakings of the City and to settle all existing and potential controversies, disputes, and claims arising among them.

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the mutual promises, covenants, releases, disbursements, and obligations hereinafter set forth, the sufficiency of which is hereby acknowledged, the Parties to this Settlement Agreement hereby agree as follows:

AGREEMENT

Section 1. Cancellation of Original Agreements. The Original Agreement and the First Amendment are each hereby cancelled and terminated in their entirety, and as of the Effective Date shall be of no further force and effect; *provided that* full and timely compliance and completion of the respective obligations set forth in Section 2 of this Settlement Agreement shall be a condition precedent to the terminations and cancellation set forth in this Section 1.

Section 2. Settlement Obligations. In exchange for the terminations and cancellation set forth in Section 1 of this Settlement Agreement and the mutual releases from all Parties and other promises and covenants herein, the Parties agree as follows:

Section 2.1. Alley Vacation. The City shall complete the vacation and abandonment of that certain alley and right-of-way having a width of 20 feet and a length of approximately 213 feet located between the Property and Lot 15, depicted on Exhibit E to the Original Agreement. Developer, for Developer and for any successor in title to or assign of the Property or of the aforesaid Lot 15 hereby covenants (i) to maintain at all times vehicular and pedestrian access by and for the benefit of the general public along and over the alley and right of way so vacated; and (ii) to permit from time-to-time inspection, repairs and maintenance by the City of all City utilities located within the alley and right of way so vacated. The foregoing covenant to maintain vehicular and pedestrian access along and over the vacated alley and right of way and to permit shall inspection, repairs and maintenance of City utilities located within the vacated alley and right of way is intended and shall be **a covenant running with the land**, binding upon Developer and all successors in title to the Property and Lot 15 and Developer hereby agrees to place of record a written memorandum setting forth the terms of the aforesaid covenant.

Section 2.2. Sidewalk Installation. Developer, at Developer’s sole cost and expense shall install or repair, as applicable, public sidewalks at and along all public rights of way at the outer periphery of the New Development. All such sidewalks shall meet City standards for such construction and shall be subject to City inspection and final approval.

Section 2.3. Review and Action on New Development Plans. Upon Developer’s proper submittal of development plans and permit applications for the New Development, the City agrees to timely review such plans and to expeditiously process such permits; *provided that* nothing in this Section 2.3 shall be deemed to obligate the City or any official or agency of the City to approve such plans and permit applications other than in the regular exercise of the City’s police powers and subject to all applicable City and state ordinances and

standards.

Section 2.4. Existing Sewer Easement. In the implementation and construction of the New Development and otherwise, Developer shall forbear and refrain from placing any building or structure, whether permanent or temporary upon or within that certain area bisecting the Property and depicted in Exhibit D to the Original Agreement or from interfering in any way with the City’s access to and use of such area for sewer and utilities placement and maintenance. The forbearance required by this Section 2.1 shall be independent of any City easement rights including, without limitation, those set forth in Section 3.3 of this Settlement Agreement.

Section 2.5. Credit Against Developer’s Asbestos Removal Debt. Developer acknowledges and agrees that Developer is obligated to the City in the total amount of \$35,000.00 (the “**Asbestos Debt**”). The parties hereby further agree that Developer shall receive a credit for each site in the amount set forth below site against the Asbestos Debt for satisfactory demolition and removal of structures and improvements (each, a “**Demolition Credit**”) from each of the following City-owned sites:

<u>Site</u>	<u>Condition</u>	<u>Credit</u>
812 West Reed Street.....	1 and ½ storey with basement.....	\$3,000.00
205 South Morley Street.....	1 storey with basement.....	\$3,000.00
512 Roberts Street.....	1 storey with basement.....	\$3,000.00
707 South 5 th Street.....	1 storey with crawl space.....	\$3,000.00
412 North 5 th Street.....	1 storey with gutted crawl space.....	\$2,500.00
605 Fowler Road.....	Metal storage building.....	\$2,500.00
1506 South Morley Street.....	1 storey with crawl space.....	\$4,000.00
1116 Franklin Street.....	1 and ½ storey with basement.....	\$5,000.00
718 West Reed Street.....	2 storey with basement.....	\$5,000.00
1043 West Reed Street.....	Fire damage/minor debris.....	\$1,000.00
1045 West Reed Street.....	Fire damage/debris.....	\$1,500.00
418 Polston Street.....	Complete partial demolition/debris...	\$1,500.00
TOTAL CREDITS.....		\$35,000.00

In connection with the removal and disposal of demolition debris from each of the foregoing sites, the City shall promptly pay when due or shall reimburse Developer for advance payment any private tipping or similar fees associated with the aforesaid removal and disposal. All demolition and removal activity shall be completed within ninety (90) days of the Effective Date of this Agreement. Upon the expiration of the aforesaid ninety day period Developer shall promptly remit and pay to the City by cash, certified check or wire transfer to the City’s account the sum of the Asbestos Debt less the sum of the Demolition Credits earned pursuant to this Section 2.5.

Section 2.6. No Further Public Incentives. Developer shall not apply for or otherwise seek or accept any further incentives whether monetary or in kind from the City or any agency of the City.

Each of the above items constitutes an essential element of the overall settlement reached among the Parties.

Section 3. Other Acknowledgements and Agreements. The Parties hereby further acknowledge and mutually agree as follows:

Section 3.1. Lapse of Tax Abatement Rights. That as of the Effective Date any right of Developer to real property tax abatement at the Property whether by virtue of the Agreements or otherwise has lapsed and terminated in that: (i) no timely conveyance of the Property to the Corporation as required by the First Amendment has occurred thus terminating all rights to tax abatement; and (ii) as a result of implementation of the New Development, the Property will no longer be used for the Original Project constituting a withdrawal of the Property from the benefits of Chapter 353;

Section 3.2. No Right to Sales Tax Rebate. That no entitlement in Developer or any agent or contractor employed by Developer to sales tax rebate remains because no expenditure by Developer will be “actually incorporated into or consumed in the construction of the Project; and

Section 3.3. City’s Sewer Easement. That the City retains an easement for sewer and utility purposes which bisects the Property and is depicted in Exhibit D to the Original Agreement (the “**Sewer Easement**”) and that Developer neither enjoys nor obtains any right to build upon or otherwise violate or limit the City’s rights to install, maintain, repair, and inspect sewerage and other utility improvements within the Sewer Easement.

Section 4. Releases. All Parties and each of them hereby releases and forever discharges the others and their past and future officers, employees, officials, board members, commissioners, directors, agents, attorneys, successors and assigns, and each of them, and all those who are or may be liable on its or their behalf, from and against any and all claims, demands, actions, losses, accounts, debts, damages, costs, interests, suits, grievances, liabilities, demands or causes of actions of any kind whatsoever now existing, whether known or unknown, whether asserted to date or not, on account of, arising out of, resulting from, or in any manner pertaining to the Agreements, the ordinances approving the Agreements or any of them, the Original Project, or the Property, except that the foregoing release shall not release claims relating to enforcement of this Settlement Agreement. **Notwithstanding the foregoing, the releases contained herein are effective immediately but subject to the condition subsequent of completion of the obligations set forth in Section 2 of this Settlement Agreement.**

Section 5. Voluntary Agreement. This Settlement Agreement is freely and voluntarily executed by the Parties, without any duress or coercion, and after each Party has consulted with its counsel. Each Party has carefully and completely read all of the terms and provisions of this Settlement Agreement.

Section 6. Miscellaneous.

Section 6.1 Headings; Agreement Preparation. The headings and captions of this

Settlement Agreement are for convenience and reference only, and in no way define, limit, or describe the scope or intent of this Settlement Agreement of any provision thereof and shall in no way be deemed to explain, modify, amplify or aid in the interpretation or construction of the provisions of this Settlement Agreement. Each party to this Settlement Agreement and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Settlement Agreement and any and all documents attached or referenced herein as exhibits. This Settlement Agreement shall be construed without regard to any presumption or other rule of construction whereby ambiguities within this Settlement Agreement or such other document would be construed or interpreted against the party causing the document to be drafted. The Parties each further represent and warrant to each other that the terms of this Settlement Agreement and the documents referenced as exhibits herein have been completely read by them and that those terms are fully understood and voluntarily accepted by them. In any interpretation, construction or determination of the meaning of any provision of this Settlement Agreement, no presumption whatsoever shall arise from the fact that the Settlement Agreement was prepared by or on behalf of any party hereto.

Section 6.2. Choice of Law; Venue. This Settlement Agreement and its performance shall be deemed to have been fully executed, made by the parties in, and governed by and construed in accordance with the laws of the State of Missouri applicable to contracts made and to be performed wholly within such state, without regard to choice or conflict of laws provisions. The Parties mutually agree that any action at law, suit in equity, or other judicial proceeding arising out of this Settlement Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri or in federal court of the Eastern District of Missouri and waive any objection based upon venue or *forum non conveniens* or otherwise.

Section 6.3. Entire Agreement; Amendments; No Waiver by Prior Actions. The Parties agree that this Settlement Agreement shall constitute the entire agreement among the Parties and no other agreements or representations other than those contained in this Settlement Agreement have been made by the Parties. This Settlement Agreement shall be amended only in writing and effective when signed by the duly authorized agents of the Parties. The failure of any Party to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Settlement Agreement to be performed or observed by another Party shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

Section 6.4. No Waiver of Sovereign Immunity. Nothing in this Settlement Agreement shall be construed or deemed to constitute a waiver of the City’s sovereign immunity.

Section 6.5. Notices. Whenever notice or other communication is called for in this Settlement Agreement to be given or is otherwise given, such notice or other communication shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

If to the City: City of Moberly
101 West Reed Street - City Hall
Moberly, Missouri 65270
Attn: City Manager

with a copy to: Cunningham, Vogel & Rost, P.C.
333 South Kirkwood Road, Suite 300
St. Louis, Missouri 63122
Attn: Thomas A. Cunningham, Esq.

If to the Corporation: Moberly Redevelopment Corporation
115-A North Williams Street
Moberly, Missouri 65270
Attn: President

If to Developer: Holman Properties, LLC
805 Holman Lane
Macon, Missouri 63552
Attn: _____

or to such other persons as the parties may designate in writing from time to time in accordance with this Section 6.5 and all said notices shall be deemed given upon the deposit in the United States mail or upon hand delivery.

Section 6.6. Severability. The provisions of this Settlement Agreement shall be deemed severable. If any word, phrase, term, sentence, paragraph, or other portion of this Settlement Agreement shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Settlement Agreement shall not be affected by such partial invalidity, and each remaining word, phrase, term, sentence, paragraph covenant, or other portion of this Settlement Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 6.7. Binding Effect. Except as otherwise expressly provided in this Settlement Agreement, the covenants, conditions and agreements contained in this Settlement Agreement shall bind and inure to the benefit of Developer, the City, and the Corporation, and their respective permitted successors and assigns.

Section 6.8. Counterparts. This Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. The Parties agree that this Settlement Agreement may be executed by any Party and transmitted to the other Parties by facsimile or email in PDF format.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the day and year first written above.

CITY OF MOBERLY

By: _____
Jerry Jeffrey, Mayor

ATTEST:

Shannon Hance, City Clerk

**MOBERLY REDEVELOPMENT
CORPORATION**

By: _____
Michael Bugalski, President

ATTEST:

Secretary

HOLMAN PROPERTIES, LLC

By: _____
Its _____

ATTEST:

Name: _____

ACKNOWLEDGEMENTS

STATE OF MISSOURI)
) SS.
COUNTY OF RANDOLPH)

On this ____ day of _____ 2022, before me appeared Jerry Jeffrey, to me personally known, who being by me duly sworn, did say that he is the Mayor of the CITY OF MOBERLY, MISSOURI, a city of the third class and Missouri municipal corporation and that the seal affixed to the foregoing instrument is the official seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its City Council and said Mayor acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My commission expires:

STATE OF MISSOURI)
) SS.
COUNTY OF RANDOLPH)

On this ____ day of _____ 2022 before me appeared Michael Bugalski, to me personally known, who being by me duly sworn, did say that he is the President of the MOBERLY REDEVELOPMENT CORPORATION, an urban redevelopment corporation duly authorized and existing pursuant to Chapter 353 of the Revised Statutes of Missouri, as amended, and that the foregoing instrument was signed in behalf of said corporation by authority of its board of directors and said officer acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My commission expires:

STATE OF MISSOURI)
) SS.
COUNTY OF RANDOLPH)

On this _____ day of _____ 2022 before me appeared James T. Holman, to me personally known, who being by me duly sworn, did say that(s) he is the _____ of HOLMAN PROPERTIES, LLC, a Missouri limited liability company in good standing, and that the foregoing instrument was signed in behalf of said corporation by authority of its governing body and said person acknowledged said instrument to be the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My commission expires:

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE (this “**Settlement Agreement**”) is made and entered into as of this _____ day of February, 2022 (the “**Effective Date**”), by and among the CITY OF MOBERLY, MISSOURI, a city of the third class and Missouri municipal corporation located in the County of Randolph (the “**City**”); MOBERLY REDEVELOPMENT CORPORATION, a Missouri urban redevelopment corporation having a principal office at 115-A North Williams Street, Moberly, Missouri 65270 (the “**Corporation**”); and HOLMAN PROPERTIES, LLC, a Missouri limited liability company having a principal office at 805 Holman Lane, Macon, Missouri 63552 (“**Developer**” and together with the City and the Corporation, the “**Parties**”).

RECITALS

A. Developer is the owner in fee of certain parcels of improved real property located in corporate limits of the City known and numbered as 423 East Logan Street, Moberly, Missouri and formerly the site of the Woodland Hospital (collectively, the “**Property**”) and proposed to the City and the Corporation to undertake the redevelopment and expansion of the Property for use as a residential care facility together with the installation and provision of necessary improvements at an estimated cost of \$2.1 Million (the “**Original Project**”).

B. As an inducement to Developer to undertake the Original Project and to provide an anticipated 20 new full time permanent jobs at the Property, the Developer, the City and the Corporation entered into that certain Cooperative Redevelopment Agreement dated as of November 20, 2018 (the “**Original Agreement**”) as amended by that certain First Amendment to Cooperative Redevelopment Agreement dated as of March 10, 2021 (the “**First Amendment**” and, together with the Original Agreement, the “**Agreements**”) by and through which Agreements the Developer would enjoy real property tax relief pursuant to Chapter 353 at the Property and in addition the City would fund certain infrastructure and other property improvements for the benefit of the Original Project, all as set forth in the Agreements.

C. Although the City has fully performed the City’s obligation to fund the agreed to infrastructure and property improvements, the Developer has now informed the City and the Corporation that the Developer wishes to abandon the Original Project and undertake a conventional residential development (the “**New Development**”) which will substantially reduce or eliminate the benefits which would have accrued to the City and the Corporation in the form of new investment and new permanent job creation.

D. In light of the sums already expended by the City for the benefit of the Original Project and the as yet unperformed obligations of Developer and the Corporation including, without limitation, actions respecting grants of real property tax abatement at the Property together with the effect of the New Development on the prior expectations of the City and the Corporation and any and all potential claims and causes of action related thereto, the Parties now wish to enter into this Settlement Agreement to establish and document the new respective obligations of the Parties in regard to the New Development and to the prior undertakings of the City and to settle all existing and potential controversies, disputes, and claims arising among them.

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the mutual promises, covenants, releases, disbursements, and obligations hereinafter set forth, the sufficiency of which is hereby acknowledged, the Parties to this Settlement Agreement hereby agree as follows:

AGREEMENT

Section 1. Cancellation of Original Agreements. The Original Agreement and the First Amendment are each hereby cancelled and terminated in their entirety, and as of the Effective Date shall be of no further force and effect; *provided that* full and timely compliance and completion of the respective obligations set forth in Section 2 of this Settlement Agreement shall be a condition precedent to the terminations and cancellation set forth in this Section 1.

Section 2. Settlement Obligations. In exchange for the terminations and cancellation set forth in Section 1 of this Settlement Agreement and the mutual releases from all Parties and other promises and covenants herein, the Parties agree as follows:

Section 2.1. Alley Vacation. The City shall complete the vacation and abandonment of that certain alley and right-of-way having a width of 20 feet and a length of approximately 213 feet located between the Property and Lot 15, depicted on Exhibit E to the Original Agreement. Developer, for Developer and for any successor in title to or assign of the Property or of the aforesaid Lot 15 hereby covenants (i) to maintain at all times vehicular and pedestrian access by and for the benefit of the general public along and over the alley and right of way so vacated; and (ii) to permit from time-to-time inspection, repairs and maintenance by the City of all City utilities located within the alley and right of way so vacated. The foregoing covenant to maintain vehicular and pedestrian access along and over the vacated alley and right of way and to permit shall inspection, repairs and maintenance of City utilities located within the vacated alley and right of way is intended and shall be **a covenant running with the land**, binding upon Developer and all successors in title to the Property and Lot 15 and Developer hereby agrees to place of record a written memorandum setting forth the terms of the aforesaid covenant.

Section 2.2. Sidewalk Installation. Developer, at Developer's sole cost and expense shall install or repair, as applicable, public sidewalks at and along all public rights of way at the outer periphery of the New Development. All such sidewalks shall meet City standards for such construction and shall be subject to City inspection and final approval.

Section 2.3. Review and Action on New Development Plans. Upon Developer's proper submittal of development plans and permit applications for the New Development, the City agrees to timely review such plans and to expeditiously process such permits; *provided that* nothing in this Section 2.3 shall be deemed to obligate the City or any official or agency of the City to approve such plans and permit applications other than in the regular exercise of the City's police powers and subject to all applicable City and state ordinances and standards.

Section 2.4. Existing Sewer Easement. In the implementation and construction of the

New Development and otherwise, Developer shall forbear and refrain from placing any building or structure, whether permanent or temporary upon or within that certain area bisecting the Property and depicted in Exhibit D to the Original Agreement or from interfering in any way with the City’s access to and use of such area for sewer and utilities placement and maintenance. The forbearance required by this Section 2.1 shall be independent of any City easement rights including, without limitation, those set forth in Section 3.3 of this Settlement Agreement.

Section 2.5. Credit Against Developer’s Asbestos Removal Debt. Developer acknowledges and agrees that Developer is obligated to the City in the total amount of \$35,000.00 (the “**Asbestos Debt**”). The parties hereby further agree that Developer shall receive a credit for each site in the amount set forth below site against the Asbestos Debt for satisfactory demolition and removal of structures and improvements (each, a “**Demolition Credit**”) from each of the following City-owned sites:

<u>Site</u>	<u>Condition</u>	<u>Credit</u>
812 West Reed Street.....	1 and ½ storey with basement.....	\$3,000.00
205 South Morley Street.....	1 storey with basement.....	\$3,000.00
512 Roberts Street.....	1 storey with basement.....	\$3,000.00
707 South 5 th Street.....	1 storey with crawl space.....	\$3,000.00
412 North 5 th Street.....	1 storey with gutted crawl space.....	\$2,500.00
605 Fowler Road.....	Metal storage building.....	\$2,500.00
1506 South Morley Street.....	1 storey with crawl space.....	\$4,000.00
1116 Franklin Street.....	1 and ½ storey with basement.....	\$5,000.00
718 West Reed Street.....	2 storey with basement.....	\$5,000.00
1043 West Reed Street.....	Fire damage/minor debris.....	\$1,000.00
1045 West Reed Street.....	Fire damage/debris.....	\$1,500.00
418 Polston Street.....	Complete partial demolition/debris...	\$1,500.00
TOTAL CREDITS.....		\$35,000.00

In connection with the removal and disposal of demolition debris from each of the foregoing sites, the City shall promptly pay when due or shall reimburse Developer for advance payment any private tipping or similar fees associated with the aforesaid removal and disposal. All demolition and removal activity shall be completed within ninety (90) days of the date of this Agreement. Upon the expiration of the aforesaid ninety day period Developer shall promptly remit and pay to the City by cash, certified check or wire transfer to the City’s account the sum of the Asbestos Debt less the sum of the Demolition Credits earned pursuant to this Section.

Section 2.6. No Further Public Incentives. Developer shall not apply for or otherwise seek or accept any further incentives whether monetary or in kind from the City or any agency of the City.

Each of the above items constitutes an essential element of the overall settlement reached among the Parties.

Section 3. Other Acknowledgements and Agreements. The Parties hereby further acknowledge and mutually agree as follows:

Section 3.1. Lapse of Tax Abatement Rights. That as of the Effective Date any right of Developer to real property tax abatement at the Property whether by virtue of the Agreements or otherwise has lapsed and terminated in that: (i) no timely conveyance of the Property to the Corporation as required by the First Amendment has occurred thus terminating all rights to tax abatement; and (ii) as a result of implementation of the New Development, the Property will no longer be used for the Original Project constituting a withdrawal of the Property from the benefits of Chapter 353;

Section 3.2. No Right to Sales Tax Rebate. That no entitlement in Developer or any agent or contractor employed by Developer to sales tax rebate remains because no expenditure by Developer will be “actually incorporated into or consumed in the construction of the Project; and

Section 3.3. City’s Sewer Easement. That the City retains an easement for sewer and utility purposes which bisects the Property and is depicted in Exhibit D to the Original Agreement (the “**Sewer Easement**”) and that Developer neither enjoys nor obtains any right to build upon or otherwise violate or limit the City’s rights to install, maintain, repair, and inspect sewerage and other utility improvements within the Sewer Easement.

Section 4. Releases. All Parties and each of them hereby releases and forever discharges the others and their past and future officers, employees, officials, board members, commissioners, directors, agents, attorneys, successors and assigns, and each of them, and all those who are or may be liable on its or their behalf, from and against any and all claims, demands, actions, losses, accounts, debts, damages, costs, interests, suits, grievances, liabilities, demands or causes of actions of any kind whatsoever now existing, whether known or unknown, whether asserted to date or not, on account of, arising out of, resulting from, or in any manner pertaining to the Agreements, the ordinances approving the Agreements or any of them, the Original Project, or the Property, except that the foregoing release shall not release claims relating to enforcement of this Settlement Agreement. **Notwithstanding the foregoing, the releases contained herein are effective immediately but subject to the condition subsequent of completion of the obligations set forth in Section 2 of this Settlement Agreement.**

Section 5. Voluntary Agreement. This Settlement Agreement is freely and voluntarily executed by the Parties, without any duress or coercion, and after each Party has consulted with its counsel. Each Party has carefully and completely read all of the terms and provisions of this Settlement Agreement.

Section 6. Miscellaneous.

Section 6.1 Headings; Agreement Preparation. The headings and captions of this Settlement Agreement are for convenience and reference only, and in no way define, limit, or describe the scope or intent of this Settlement Agreement of any provision thereof and shall in no way be deemed to explain, modify, amplify or aid in the interpretation or construction of the provisions of this Settlement Agreement. Each party to this Settlement Agreement and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Settlement Agreement and any and all documents attached or referenced herein as exhibits. This Settlement Agreement shall be construed without regard to any presumption or other rule of construction whereby ambiguities within this Settlement Agreement or such other document would be construed or interpreted against the party causing the document to be drafted. The Parties each further represent and warrant to each other that the terms of this Settlement Agreement and the documents referenced as exhibits herein have been completely read by them and that those terms are fully understood and voluntarily accepted by them. In any interpretation, construction or determination of the meaning of any provision of this Settlement Agreement, no presumption whatsoever shall arise from the fact that the Settlement Agreement was prepared by or on behalf of any party hereto.

Section 6.2. Choice of Law; Venue. This Settlement Agreement and its performance shall be deemed to have been fully executed, made by the parties in, and governed by and construed in accordance with the laws of the State of Missouri applicable to contracts made and to be performed wholly within such state, without regard to choice or conflict of laws provisions. The Parties mutually agree that any action at law, suit in equity, or other judicial proceeding arising out of this Settlement Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri or in federal court of the Eastern District of Missouri and waive any objection based upon venue or *forum non conveniens* or otherwise.

Section 6.3. Entire Agreement; Amendments; No Waiver by Prior Actions. The Parties agree that this Settlement Agreement shall constitute the entire agreement among the Parties and no other agreements or representations other than those contained in this Settlement Agreement have been made by the Parties. This Settlement Agreement shall be amended only in writing and effective when signed by the duly authorized agents of the Parties. The failure of any Party to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Settlement Agreement to be performed or observed by another Party shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

Section 6.4. No Waiver of Sovereign Immunity. Nothing in this Settlement Agreement shall be construed or deemed to constitute a waiver of the City's sovereign immunity.

Section 6.5. Notices. Whenever notice or other communication is called for in this Settlement Agreement to be given or is otherwise given, such notice or other communication shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

If to the City: City of Moberly
101 West Reed Street - City Hall
Moberly, Missouri 65270
Attn: City Manager

with a copy to: Cunningham, Vogel & Rost, P.C.
333 South Kirkwood Road, Suite 300
St. Louis, Missouri 63122
Attn: Thomas A. Cunningham, Esq.

If to the Corporation: Moberly Redevelopment Corporation
115-A North Williams Street
Moberly, Missouri 65270
Attn: President

If to Developer: Holman Properties, LLC
805 Holman Lane
Macon, Missouri 63552
Attn: _____

or to such other persons as the parties may designate in writing from time to time in accordance with this Section 6.5 and all said notices shall be deemed given upon the deposit in the United States mail or upon hand delivery.

Section 6.6. Severability. The provisions of this Settlement Agreement shall be deemed severable. If any word, phrase, term, sentence, paragraph, or other portion of this Settlement Agreement shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Settlement Agreement shall not be affected by such partial invalidity, and each remaining word, phrase, term, sentence, paragraph covenant, or other portion of this Settlement Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 6.7. Binding Effect. Except as otherwise expressly provided in this Settlement Agreement, the covenants, conditions and agreements contained in this Settlement Agreement shall bind and inure to the benefit of Developer, the City, and the Corporation, and their respective permitted successors and assigns.

Section 6.8. Counterparts. This Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. The Parties agree that this Settlement Agreement may be executed by any Party and transmitted to the other Parties by facsimile or email in PDF format.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the day and year first written above.

CITY OF MOBERLY

By: _____
Jerry Jeffrey, Mayor

ATTEST:

Shannon Hance, City Clerk

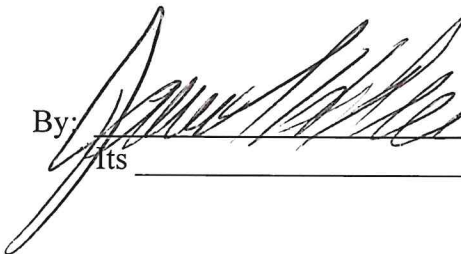
MOBERLY REDEVELOPMENT CORPORATION


By: _____
Michael Bugalski, President

ATTEST:

Secretary

HOLMAN PROPERTIES, LLC

By:  _____
Its _____

ATTEST: 
Name: Tom Sanwers

ACKNOWLEDGEMENTS

STATE OF MISSOURI)
) SS.
COUNTY OF RANDOLPH)

On this ____ day of February, 2022, before me appeared Jerry Jeffrey, to me personally known, who being by me duly sworn, did say that he is the Mayor of the CITY OF MOBERLY, MISSOURI, a city of the third class and Missouri municipal corporation and that the seal affixed to the foregoing instrument is the official seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its City Council and said Mayor acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My commission expires:

STATE OF MISSOURI)
) SS.
COUNTY OF RANDOLPH)

On this ____ day of February, 2022 before me appeared Michael Bugalski, to me personally known, who being by me duly sworn, did say that he is the President of the MOBERLY REDEVELOPMENT CORPORATION, an urban redevelopment corporation duly authorized and existing pursuant to Chapter 353 of the Revised Statutes of Missouri, as amended, and that the foregoing instrument was signed in behalf of said corporation by authority of its board of directors and said officer acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My commission expires:

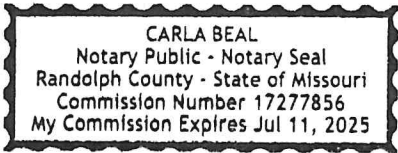
STATE OF MISSOURI)
) SS.
COUNTY OF RANDOLPH)

On this 14 day of January, 2022 before me appeared James T. Holman, to me personally known, who being by me duly sworn, did say that(s) he is the _____ of HOLMAN PROPERTIES, LLC, a Missouri limited liability company in good standing, and that the foregoing instrument was signed in behalf of said corporation by authority of its governing body and said person acknowledged said instrument to be the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Carla Beal
Notary Public

My commission expires: July 11, 2025



City of Moberly

City Council Agenda Summary

Agenda Number: #7.

Department: Administration

Date: February 7, 2022

Agenda Item: An Ordinance Approving A Cooperative Development Agreement Between The City Of Moberly, The Moberly Area Economic Development Authority And GRC Real Estate, LLC.

Summary: A development agreement with GRC Real Estate for an economic development project at 1420 Becflo Dr. GRC has acquired the property with the desire to construct a licensed cannabis cultivation facility. Their license has been granted by the State of Missouri. The project involves the investment of over 4 million dollars and the creation of at least 25 permanent full-time jobs at the facility. The agreement offers a 10-year 50% tax abatement on net new real estate taxes of the facility under the Enhanced Enterprise Zone Ordinance. Further, the company is eligible for a city sales tax rebate on construction materials purchased through local vendors. The city is also offering a 50% refund of its Ameren franchisee fee from the facility for the first 60 months of operation.

Recommended Action: Approve this Ordinance.

Fund Name:

Account Number:

Available Budget \$:

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input checked="" type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input 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. 9679ORDINANCE NO. 9679

AN ORDINANCE APPROVING A COOPERATIVE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MOBERLY, THE MOBERLY AREA ECONOMIC DEVELOPMENT AUTHORITY AND GRC REAL ESTATE, LLC.

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

SECTION ONE: The City of Moberly (the “City”), the Moberly Area Economic Development Authority (the “Authority”) and GRC Real Estate, LLC (“GRC” together with the City and the Authority, the “Parties”) desire to enter into the attached Development Agreement (the “Agreement”).

SECTION TWO: The attached Agreement does not grant a tax exemption pursuant to Sections 135.950 to 135.973 RSMo.

SECTION THREE: The City Council hereby approves the Agreement and hereby authorizes the Mayor of Moberly to execute said Agreement on behalf of the City.

SECTION FOUR: This Ordinance shall be in full force and effect from and after its passage and adoption by the Council of the City of Moberly, Missouri, and its signature by the officer presiding at the meeting at which it was passed and adopted and further the Council authorizes the City Manager and Mayor to take such other and further action as may be required to accomplish the purposes of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 7th day of February, 2022.

ATTEST:

Presiding Officer at Meeting

City Clerk

A motion was made by Kimmons and seconded by Brubaker to table Bill No. 9679 for one month. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: None. 12-06-2021.

A motion was made by Brubaker and seconded by Kyser 58 le Bill No. 9679 until the 02-07-2022, meeting. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: None. 1-03-2022.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into as of this _____ day of _____, 2021, by and among the CITY OF MOBERLY, MISSOURI, a city of the third class and Missouri municipal corporation located in the County of Randolph and having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**City**”); MOBERLY AREA ECONOMIC DEVELOPMENT CORPORATION, a Missouri not for profit corporation having a principal office at 115-A North Williams Street, Moberly, Missouri 65270, (the “**EDC**”); and GRC REAL ESTATE LLC, a Missouri limited liability company having a principal office at 5804 Lightpost Drive, Columbia, Missouri 65201 (the “**Company**”). *Capitalized terms used and not defined in this Agreement shall have the meanings ascribed to them in Article I of this Agreement.*

RECITALS

A. The Company is the owner in fee of the Property which is located in the EEZ and wishes to renovate and improve the Property for use as a medical marijuana cultivation and manufacturing facility containing approximately 45,000 square feet, together with the installation and provision of necessary infrastructure which activities are anticipated to result in the investment of approximately \$4,000,000 at the Property and the creation of 25 new permanent jobs.

B. Section 135.963.4 of the EEZ Act provides that improvements made by a qualifying business to real property located within an enhanced enterprise zone, upon approval after public hearing, by the governing authority having jurisdiction of the area in which the improvements are to be made may be exempted, in whole or in part, from assessment and payment of at least one-half of ad valorem taxes of one or more affected political subdivisions or a period of not less than ten years following the date such improvements were assessed.

C. The City and the EDC wish to have the Company undertake the implementation of the Project and as an inducement to the Company to do so and to create permanent full time jobs at the Property, the City is willing to provide limited exemption from assessment and levy of real property ad valorem taxes respecting the Project as specified in the Tax Exemption Terms, all in accordance with the provisions of the EEZ Act and subject to the terms of the Approving Resolution and of this Agreement.

D. The Approving Resolution provides for a grant of limited exemption from assessment and levy of real property ad valorem taxes on real property improvements made in connection with the Project, subject to satisfaction by the Company of certain conditions and obligations as set forth in this Agreement, and the EDC is willing to assist the City in the annual monitoring of the Company’s satisfaction of such conditions and obligations, all in accordance with and subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and the mutual covenants set forth in this Agreement, the City, the EDC, and the Company each hereby agrees as follows:

ARTICLE I. MEANINGS OF TERMS

Section 1.1. Definitions. Except as otherwise defined, as used in this Agreement, the following words and terms shall have the following meanings:

“Affiliate” shall mean an individual, corporation, association, partnership, limited liability company, joint venture, trust, estate, or other entity or organization, or any other such person or entity which, directly or indirectly, is Controlled by or is in common Control by the Company and/or owners of membership interests of the Company.

“Applicable Regulations” shall mean, collectively, all federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes including, without limitation, those of the City and of the County of Randolph applicable to or affecting the Property or the Project.

“Approving Resolution” shall mean Resolution No. ____ of the City adopted and approved by the City Council on _____, 2021 in accordance with the EEZ Act approving, among other things, a grant of limited exemption from assessment and levy of real property ad valorem taxes in respect of the Property and the Project, subject to the limitations and conditions of this Agreement.

“Baseline Jobs Requirement” shall mean 25, representing the number of FTE Jobs required to be created and maintained at the Property as a result of the Project.

“Baseline Jobs Shortfall Ratio” shall mean the Baseline Jobs Requirement minus the Weighted Average Jobs for any Testing Period (if less than the Baseline Jobs Requirement), divided by Baseline Jobs Requirement. For example, if in a Testing Period it is determined that there are 24 Weighted Average Jobs, the Baseline Jobs Shortfall Ratio shall be 0.04 as illustrated by the following formula:

$$(25-24)/25 \text{ or } 0.04.$$

“City” shall mean the City of Moberly, Missouri a city of the third class located in the County of Randolph.

“City Council” shall mean the duly elected and serving governing body of the City.

“City Sales Tax” shall mean the combined tax levy by the City pursuant to applicable Missouri law on all taxable “sales at retail” (as that term is defined and used in chapter 144 of the Revised Statutes of Missouri, as amended) at the current combined rate of 2.50%.

“Company” shall mean GRC Real Estate, LLC, a Missouri limited liability company having a principal office at 5804 Lightpost Drive, Columbia, Missouri 65201 or its assigns approved pursuant to Section 6.11 of this Agreement.

“Construction Contractor” shall mean one or more principal or general contractors (other than the Company or Affiliate), if any, contractually obligated to undertake the construction of any portions of the Project with each designated in a writing to the City by the Company.

“Control” shall mean, as applied to any Affiliate, with respect to: (a) a corporation having stock, the ownership, directly or indirectly, of more than 50% of the securities (as defined in Section 2(1) of the Securities Act of 1933, as amended) of any class or classes, the holders of which are ordinarily, in the absence of contingencies, entitled to elect a majority of the governing or directing body of such corporation; (b) a not for profit corporation not having stock, having the power to elect or appoint, directly or indirectly, at least a majority of the members of the governing or directing body of such corporation; or (c) any other entity, the power to direct the management of such entity through the ownership of at least a majority of its voting securities or the right to designate or elect at least a majority of the members of its governing or directing body, by contract or otherwise.

“EEZ” shall mean the Moberly, Missouri Enhanced Enterprise Zone designated in Ordinance No. 7938, passed and approved by the City Council on April 17, 2006 in accordance with the EEZ Act.

“EEZ Act” shall mean sections 135.950 through 135.973 of the Revised Statutes of Missouri, as amended.

“Enhanced Business Enterprise” shall have the meaning ascribed to such term in section 135.950(9) of the EEZ Act or successor enactment or amendment.

“Full Time Equivalent (FTE) Job” shall mean either: (i) a regular full-time employee performing duties at the Property or (ii) in the case of part-time employment, two or more persons performing duties at the Property whose aggregate regular weekly hours total at least 35 hours; *provided that* the average aggregate annual wage or salary (excluding fringe benefits) for each such FTE Job shall equal or exceed \$40,000; and *provided further that* neither independent contractors nor contract personnel utilized or employed by the Company shall constitute FTE Jobs for purposes of this Agreement.

“PILOT” shall mean in any Testing Period the payment in lieu of taxes due from the Company to the City.

“Project” shall mean the renovation and improvement of the Property for use as a medical marijuana cultivation and manufacturing facility containing approximately 45,000 square feet, together with the installation and provision of necessary infrastructure which activities are anticipated to result in the investment of approximately \$4,000,000 in improvements on and to the Property

“Property” shall mean that certain improved real property located in the City and the EEZ known and numbered as 1420 Becflo Drive Moberly, Missouri 65270 legally described in Exhibit A, attached to and incorporated by reference in this Agreement.

“**Tax Exemption Terms**” shall mean the duration of the exemption from assessment and payment of ad valorem taxes for the Property and the Project in the amount of fifty percent (50%) of ad valorem real property taxes to be otherwise assessed and paid on said improvements to the Property for a ten (10) year period commencing on January 1, 2023, and ending on December 31, 2032, subject to the terms and conditions of this Agreement and the Approving Resolution, including, without limitation, earlier termination and PILOTs, all as provided in this Agreement.

“**Testing Period**” shall mean, as applicable, the year beginning on January 1, 2023, and ending on December 31, 2023, and each full calendar year thereafter, ending on December 31, 2032.

“**Third Party Action**” shall mean any action, proceeding or demand initiated at any time by any party other than a named party to this Agreement and directed to the City or the EDC, or naming the City, the EDC or any of their respective officials, officers, agents, attorneys, employees or representatives as a party and arising out of this Agreement, the Project; the Property; the EEZ and the EEZ Act (but only as they apply to this Agreement and the Project); the Approving Resolution; the grant of exemption from assessment and payment of ad valorem real property taxes; any of the incentives provided under Article IV of this Agreement; or any portion(s) of any of the foregoing or any actions taken pursuant to any of the foregoing.

“**Weighted Average Jobs**” shall mean the average number of FTE Jobs at the Property during each month of the applicable Testing Period, as certified to the City annually by the Company, subject to verification by the EDC, all in accordance with Article III and Article IV of this Agreement compared to the Baseline Jobs Requirement; *provided that*, for purposes of compliance with Section 3.2 of this Agreement, Weighted Average Jobs shall be deemed to be the whole number (which shall be rounded down in the event of any fraction less than a whole number), which is the weighted average of such monthly averages for any Testing Period such that, by way of illustration, if in a particular Testing Period three months thereof each average 28 FTE Jobs, four months thereof each average 25 FTE Jobs, and five months thereof each average 22 FTE Jobs, the Weighted Average Jobs for such Testing Period shall be 24 as illustrated by the following formula:

$$(28+28+28+25+25+25+25+22+22+22+22+22)/12=24.5 \text{ or } 24 \text{ Weighted Average Jobs.}$$

Section 1.2. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.

Section 1.3. Computation of Time. Wherever this Agreement calls for the performance of any act by reference to a day or number of days, to a month or number of months or to a year or number of years, each such computation shall be made based upon calendar days, calendar months, and calendar years, as applicable, unless otherwise expressly provided.

Section 1.4. Recitals; Other Items Incorporated in this Agreement. The recitals contained in this Agreement are important and material parts of this Agreement and are hereby acknowledged

and incorporated by reference and made a part of this Agreement. The provisions of the EEZ Act up to and including the date of the Approving Resolution, the provisions of the Approving Resolution, are also hereby incorporated by reference and made a part of this Agreement.

ARTICLE II. IMPLEMENTATION OF THE PROJECT

Section 2.1. Project Timing; The Company shall obtain all necessary permits and approvals under Applicable Regulations and shall complete construction and place in operation the Project not later than **October 30, 2022**. Subject to provisions of Section 2.2 of this Agreement, in the event of failure of the Company to substantially complete and place in operation the Project within the time limits set forth in this Section 2.1, all rights to limited ad valorem tax exemption and to other incentives all as set forth in the Agreement shall automatically terminate.

Section 2.2. Company's Control over the Project; Delays. Subject to the schedule set forth in Section 2.1 of this Agreement, the Company shall have complete and exclusive control over the implementation and timing of the Project and the management and operation of the Project and the Property, all subject to the further requirements of this Agreement. Notwithstanding anything to the contrary contained in this Article II or in the Approving Resolution, the time within which the Project is to commence and be completed as set forth in Section 2.1 of this Agreement, shall be automatically extended appropriately as a result of actions or inactions not within the reasonable control of the Company, including, without limitation, construction delays, delays caused by competent legal authority, strikes, lockouts, labor disputes, riots, fire or other casualties, tornadoes, acts of God, acts of the public enemy, accidents, governmental restrictions, unanticipated or unusual site conditions, priorities regarding acquisition of or use of materials, litigation challenging any of the rights of the Company under this Agreement or the EEZ, or delays caused by local, state or federal governments; *provided that* in the event of such delays, the Company shall promptly notify the City and the EDC in writing stating the nature of the delay which, in the opinion of the Company, justifies the extension. Any delay under this Section 2.2 shall result in a day-for-day extension of any obligations, deadlines or dates set forth in this Agreement that are directly affected by such delay.

Section 2.3. Company to Adhere to All Applicable Regulations. To the full extent that any Applicable Regulation applies to any aspect of occupancy of the Property or the construction or implementation of the Project, the Company covenants and agrees to take all such actions as are necessary to fully comply with such Applicable Regulation, and the Company, the Property and the Project shall each be subject to all lawful inspections and the Company shall perform all such necessary acts as are required by Applicable Regulations.

Section 2.4. Building and Site Maintenance. Upon substantial completion of the Project, the Company at the Company's expense shall maintain all buildings and exterior areas of the Property at all times in a good state of repair and appearance.

Section 2.5. Breach and Compliance. In the event of non-compliance with the terms of this Article II, written notice of same may be delivered to the Company by the City or the EDC and, if the Company shall not have corrected such substantial non-compliance within forty-five (45) days after receipt of such notice (unless the time for such correction is further extended in writing by

the City or the EDC, as applicable), or upon failure of the Company to complete the Project and initiate operations at the Property within the time limits set forth in Section 2.1 of this Agreement as further subject to time extension as provided in Section 2.2 of this Agreement, the City or the EDC may jointly or individually institute such proceedings as may be necessary or desirable in their opinion to cure and remedy such default including, without limitation, the remedy of specific performance.

ARTICLE III. EEZ TAX EXEMPTION; PILOTS

Section 3.1. Tax Exemption. The parties contemplate and intend that the Tax Exemption Terms applicable to improvements made to the Property in conjunction with the Project as granted in the Approving Resolution pursuant to the EEZ Act shall be enjoyed by the Company, subject to the terms of this Agreement.

Section 3.2. Baseline Jobs Requirement to be Maintained. The parties acknowledge and agree that the Company anticipates maintenance at the Property of not less than the Baseline Jobs Requirement and that the continued satisfaction of such Baseline Jobs Requirement during the term of this Agreement constitutes a material inducement to the City and the EDC to enter into this Agreement and to the City to provide an exemption from assessment and payment of ad valorem taxes for the Project and the Property in accordance with the Tax Exemption Terms and the EEZ Act and to provide other incentives enumerated in this Agreement. Accordingly, and to assure the foregoing, the Company hereby agrees that for the period beginning on January 1, 2023, and ending on December 31, 2023, and in each subsequent calendar year until December 31, 2032, in any calendar year the Company fails for any reason to satisfy the Baseline Jobs Requirement, not later than January 31st of the following year the Company, notwithstanding any tax exemption or abatement contemplated by this Agreement with respect to the Property, shall pay to the City such PILOTs as are required by this Section 3.2, which payments shall in each case be based upon the following procedure and schedule:

Section 3.2.1. Certification of FTE Jobs. Commencing on January 1, 2023, and continuing for each month during each Testing Period, the Company shall determine monthly the number of FTE Jobs then existing at the Property and shall calculate the resulting Weighted Average Jobs for such Testing Period and shall certify such number to the City and the EDC in an annual summary report submitted to the EDC with a copy to the City not later than the fifteenth day of January of the next succeeding year. The report shall additionally supply such salary or annual wage data as may be reasonably required to verify that the jobs included in the report meet all requirements for FTE Jobs. The EDC on behalf of the City may independently verify the information contained in such report in accordance with Section 3.3 of this Agreement, *provided that* the EDC shall complete verification activities, if any, and notify the City and the Company of the results of such activities on or before the 60th day following the Company's submission of the applicable report. If the EDC provides no such notice on or before such 60th day, the Company's report shall be deemed accurate as certified for purposes of this Section 3.2.1.

Section 3.2.2. Calculation of PILOTs. Annually, after receipt of each FTE Jobs certification report submitted as provided in Section 3.2.1 of this Agreement, subject to

EDC verification as provided in Sections 3.2.1 and 3.3 of this Agreement, the City shall determine if the number of FTE Jobs equals or exceeds the applicable Baseline Jobs Requirement. For any Testing Period in which the Weighted Average Jobs is less than the Baseline Jobs Requirement, the Company agrees to pay with respect to such Testing Period not later than April 30th of the calendar year following such Testing Period a PILOT calculated as follows:

the “true value in money” of the land and real property improvements constituting the Project as determined from time to time by the Randolph County Assessor (i) multiplied by 0.32 (ii) divided by \$100; (iii) multiplied by the combined ad valorem levies for all affected taxing jurisdictions; (iv) multiplied by the Baseline Jobs Shortfall Ratio; and (v) multiplied by 50%.

By way of illustration, the applicable calculation formula is set forth below:

$$\begin{aligned} & \text{“true value in money”} \times 0.32 \div \$100 \times \text{combined ad valorem levy amount} \\ & \quad \times \text{Baseline Jobs Shortfall Ratio} \times 50\% \\ & \quad = \text{PILOT;} \end{aligned}$$

provided that, in the event that in any Testing Period the number of Weighted Average Jobs equals or exceeds the Baseline Jobs Requirement, no such determination shall be performed for such year and no PILOT shall be required for such year; and *provided further that* in the event of a sustained period of significant decline in the level of aggregate economic activity within the United States (as distinguished from (a) business or other decisions within the discretion or control of the Company, or parents, affiliates, assignees, subsidiaries, or nominees of the Company or (b) other external factors not related to decline in national economic activity) and only in such event, which results in a substantial reduction in the number of FTE Jobs at the Property during a Testing Period, the Company may request in a writing specifying and documenting the conditions which affect or result in the reduction of FTE Jobs submitted to the City Council that, notwithstanding the Company’s failure to meet the Baseline Jobs Requirement during such Testing Period, that the City waive or reduce the amount of PILOT due for such Testing Period and the City Council, upon due consideration and a finding in its sole discretion that: (i) a sustained period of significant decline in the level of aggregate national economic activity has occurred; (ii) that such decline has caused a substantial reduction in the number of FTE Jobs at the Property; and (iii) that such reduction is not due to business or other decisions within the discretion or control of the Company, or of its parents, affiliates, assignees, subsidiaries, or nominees or other external factors not related to decline in national economic activity, may waive or reduce such amount of PILOT due in respect of such Testing Period.

Section 3.2.3. Notice of PILOTs; Distribution. After determination that a PILOT amount is due for a Testing Period, the City shall notify the Company of the PILOT amount due with respect to any Testing Period not later than April 1 of the calendar year following such Testing Period. Any PILOT required under this Agreement shall be and shall be deemed to be a payment in lieu of taxes and, upon receipt, the City shall promptly distribute

such PILOT to affected taxing jurisdictions in the manner provided in section 100.050.3 of the Revised Statutes of Missouri, as amended.

Section 3.2.4. Company's Covenant to Pay PILOTs; Default in Payment; Termination of Tax Exemption. The Company hereby covenants and warrants to the City and the EDC that the Company shall make payment promptly upon notice of all PILOTs as and when due from time to time under this Agreement. The City, the Company, and the EDC each agree that, upon provision of notice to the Company, each PILOT shall constitute a lien against the Property, which shall be discharged by the Company and enforceable by the City by any means provided by law for the enforcement of liens as the City may elect in its sole discretion and shall remain a lien on the Property until paid in full through voluntary payment by the Company or payment through collection by the City as provided in this Section 3.2.4. In the event the Company fails to pay any such PILOT within one hundred eighty days (180) of notice by the City to the Company, the City, in the City's sole and absolute discretion and in addition to any other remedies that may be available to the City at law or in equity, may cancel this Agreement and adopt an ordinance or resolution terminating the grant of exemption from assessment and payment of ad valorem taxes for the Project. Upon adoption of such ordinance or resolution terminating the grant of exemption from assessment and payment in full of any PILOTs and interest thereon then due and payable under this Agreement, no party shall have any further obligation to any other party other than as expressly provided in this Agreement.

Section 3.3. Cooperation in Verification of FTE Jobs. The Company shall use commercially reasonable efforts to cooperate with the EDC and the City in promptly making available at the Property upon request by the EDC or the City such employment and annual wage records and similar documentation prepared or maintained by the Company, its parent, Affiliates, subsidiaries or nominees which the City may reasonably require to verify the number of FTE Jobs in any Testing Period in accordance with the terms of Section 3.2 of this Agreement; *provided that* nothing in this Agreement shall require the Company to disclose confidential or proprietary information maintained by the Company, its parent, Affiliates, subsidiaries or nominees.

ARTICLE IV. ADDITIONAL INCENTIVES

Section 4.1. City Sales Tax on Construction Materials. In further consideration of the undertakings and covenants of the Company set forth in Article II of and elsewhere in this Agreement, the City shall cause to be paid directly to the Company from lawfully available funds an amount equal to the revenue actually paid by the Company to and received by the City (as verified by the City) as provided in this Section 4.1 during the period provided in this Agreement for completion of the Project which was generated by the levy of the City Sales Tax on purchases by the Company or on behalf of the Company by a Construction Contractor, but only from vendors or suppliers having a principal place of business within the City, of tangible materials and personal property actually incorporated into or consumed in the construction of the Project; *provided that* in each case, any excess re-salable tangible personal property or materials which were purchased for the Project by the Company or on behalf of the Company by a Construction Contractor but which were not incorporated into or consumed in the construction of the Project shall either (i) be returned to the supplier for credit or the appropriate sales tax on such excess property; or (ii) be

reported on a return and paid by the Company or a Construction Contractor and in either case shall be deducted from the amounts due from the City; and *provided further that* notwithstanding anything in this Agreement to the contrary, the parties hereto acknowledge that provision for amounts constituting any portion of the payments made or to be made pursuant to this Section 4.1 which extend for any reason beyond any calendar year in which such cost is incurred shall be subject to annual appropriation by the City Council.

Section 4.2. Franchise Fee Rebate. In further consideration of the undertakings and covenants of the Company set forth in Article II of and elsewhere in this Agreement, for the first sixty (60) months of operations by the Company at the Project the City shall rebate to the Company fifty percent (50%) of the amounts generated at the Project from the City's 8% franchise fee levied on sales of electricity.

Section 4.3. Frequency of Payments; Application and Verification Required; Cooperation; Current Year Expenses. Payments as set forth in this Article IV shall be made, subject to annual appropriation by the City Council, quarterly and upon written application by the Company, together with submittal by the Company of accompanying receipts and documentation as or similar to that required by sections 144.635 and 144.640 of the Revised Statutes of Missouri, as amended, and reasonably sufficient in content and detail (in the sole judgment of the City) to permit the applicable officer of the City to reasonably verify the City Sales Tax and Franchise Fee amounts actually paid by the Company or on behalf of the Company by a Construction Contractor as provided in Sections 4.1 and 4.2 of this Agreement. Payments as set forth in this Section 4.3 shall be deemed to be current expenses in the applicable year to which such payments apply.

ARTICLE V.

FURTHER OBLIGATIONS OF THE COMPANY; COMPANY REPRESENTATIONS

Section 5.1. Third Party Actions; Indemnification. The Company hereby covenants warrants and agrees to indemnify, defend and hold the City, the EDC and their respective officials, agents, attorneys, employees and representatives acting in any capacity harmless from all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys' fees, arising from any Third Party Action. The Company shall have the right, but not the obligation to assume the costs of defense of any Third Party Action with counsel selected by the City or the EDC, as applicable, and reasonably acceptable to the Company; *provided that* the Company shall have the further right to elect to abandon any such defense which the Company has assumed under this Section 5.1 and to cancel this Agreement and forego the grant of limited exemption from assessment and levy of real property ad valorem taxes in respect of the Project as set forth in the Approving Resolution, and if the Company so elects, neither the City nor the EDC shall have any obligation to defend or to assume the costs of defense of any such action; and *provided further that* in any such instance, the Company shall indemnify, defend and hold the City, the EDC, and the officers, officials, agents, attorneys, employees and representatives of each of them, all harmless from all such Third Party Actions. The indemnification obligations of the Company under this Section 5.1 shall not be assignable or delegable by the Company without the prior written consent of the City and the EDC and shall survive termination of this Agreement for any reason. In no event shall the City, the EDC or any officer, official, agent, attorney, employee or representative of any of them have any liability to the Company or to any parent or Affiliate of the Company for damages or otherwise in the event that in the event that all or any part of the EEZ

Act, the EEZ, this Agreement, the Approving Ordinance, or any determinations in any of them, the grant of partial real property tax exemption for the Project, the incentives provided under Article IV of this Agreement, or any of them, or any of the transactions or undertakings contemplated under this Agreement, shall be declared invalid or unconstitutional in whole or in part by a final (as to which all rights of appeal have been exhausted or expired) judgment of a court of competent jurisdiction, or as a result of initiation of a Third Party Action, the Company is prevented from enjoying the rights and privileges of the Company under this Agreement or any of the foregoing.

Section 5.2. Cooperation in Annual Report Filings. Pursuant to the EEZ Act, the City or the EDC may be required to file annual reports with the Missouri Department of Economic Development or other entities of the State of Missouri. The Company shall use commercially reasonable efforts to cooperate with the City or the EDC, as applicable, in causing such reporting requirements to be fulfilled and, upon written request of the City or the EDC, as applicable, from time to time delivered, the Company shall promptly reimburse the City or the EDC, as applicable, for all reasonable costs and expenses advanced by the City or the EDC (except for wages paid to employees and officials of the City and the EDC and related benefits) in connection with the preparation and filing of such annual reports.

Section 5.3. Compliance with Section 285.530 of the Revised Statutes of Missouri. Contemporaneous with the Company's execution of this Agreement, the Company shall by sworn affidavit and provision of documentation, affirm the Company's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Project, all as required by Section 285.530 of the Revised Statutes of Missouri, as amended. The Company shall also sign and deliver to the City an affidavit in substantially the form of Exhibit B, attached to and incorporated by reference in this Agreement affirming that the Company does not and will not knowingly employ in connection with the Project any person who is an unauthorized alien and, if and as required by Section 285.530 of the Revised Statutes of Missouri, as amended, the Company shall obtain from each contractor and subcontractor employed by or on behalf of the Company in connection with the Project affidavits affirming that such contractors and subcontractors do not and will not knowingly employ in connection with the Project any person who is an unauthorized alien.

Section 5.4. Representations of the Company. The Company hereby represents and warrants to the City and the EDC that:

(a) The Company is a duly organized Missouri limited liability company existing and in good standing;

(b) The execution and delivery of this Agreement by the Company will not conflict with or result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Company or any parent, Affiliate or principal of the Company is a party or by which the Company or any parent, Affiliate or principal of the Company is bound or any applicable articles of organization, or operating agreement, or any of the rules or regulations of any governmental authority applicable to the Company or any parent, Affiliate or principal of the Company;

(c) The Company has full corporate power to execute and deliver and perform the terms and obligations of this Agreement. The Company has been authorized by all necessary action to execute and deliver this Agreement, which shall constitute the legal, valid and binding obligation of the Company, enforceable in accordance with its terms, subject to bankruptcy and other laws affecting creditors' rights generally and to general principles of equity;

(d) There are no actions or proceedings by or before any court, governmental commission, board, bureau, or any other administrative agency pending, threatened, or affecting the Company that would impair its ability to perform under this Agreement; and

(e) The Company has obtained or will obtain as and when required by Applicable Regulations, and shall maintain, all government permits, certificates, and consents (including, without limitation, environmental approvals required by any Applicable Regulations) necessary to conduct the Company's business and to construct, complete, and operate the Project on the Property.

Section 5.5. Survival of Covenants. All warranties, representations, covenants, and agreements of the Company contained in this Article V or elsewhere in this Agreement shall survive termination of this Agreement for any reason.

**ARTICLE VI.
MISCELLANEOUS PROVISIONS**

Section 6.1. Term of Agreement. This Agreement shall continue in force so long as: (a) any PILOT due, or interest thereon, remains unpaid; or (b) the Tax Exemption Terms remain in force with regard to the Project, whichever is later. The rights and privileges granted to and the duties and obligations imposed on the Company by the Approving Resolution and this Agreement shall apply only to the Project and the Property.

Section 6.2. Notices. Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice shall be in writing addressed to the addressees at the addresses set forth below, and transmitted by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified mail, return receipt requested:

- | | |
|-----------------|---|
| If to the City: | City of Moberly
101 West Reed Street - City Hall
Moberly Missouri 65270
Attention: City Manager |
| If to the EDC: | Moberly Area Economic Development Corporation
115 North Williams Street
Moberly, Missouri 65270
Attention: President |

with a copy to: Cunningham, Vogel & Rost, P.C.
 333 South Kirkwood Road, Suite 300
 St. Louis, Missouri 63122
 Attention: Thomas A. Cunningham, Esq.

If to the Company: GRC Real Estate LLC
 5804 Lightpost Drive
 Columbia, Missouri 65201
 Attn: Jigneshkumar Patel

or to such other persons as the parties may designate in writing from time to time in accordance with this Section 6.2 and all said notices shall be deemed given upon the deposit in the United States mail or with an overnight courier or upon hand delivery.

Section 6.3. Further Assistance. The City, the EDC, and the Company each agree to take such actions as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent. The Company shall further cooperate with and assist the City, the EDC, and the Randolph County Assessor as necessary to describe and document from time to time those portions of the Property and the Project that may be eligible for tax exemption as provided in this Agreement.

Section 6.4. Survival; Severability. Any provisions of this Agreement that by their terms provide for or contemplate obligations or duties of a party that are to extend beyond the expiration or termination of this Agreement (and the corresponding rights of the other party to enforce or receive the benefit of such obligations or duties) shall survive such expiration or termination of this Agreement for any reason. The provisions of this Agreement shall be deemed severable. If any word, phrase, term, sentence, paragraph, or other portion of this Agreement shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected by such partial invalidity, and each remaining word, phrase, term, sentence, paragraph covenant, or other portion of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 6.5. Headings; No Presumption; Agreement Preparation. The headings and captions of this Agreement are for convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement of any provision thereof and shall in no way be deemed to explain, modify, amplify or aid in the interpretation or construction of the provisions of this Agreement. All parties to this Agreement and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Agreement and all documents attached as exhibits. This Agreement shall be construed without regard to any presumption or other rule of construction whereby ambiguities within this Agreement or such other document would be construed or interpreted against the party causing the document to be drafted. The parties each further represent that the terms of this Agreement and the documents attached as exhibits have been completely read by them and that those terms are fully understood and voluntarily accepted by them. In any interpretation, construction or determination of the meaning of any provision of this Agreement, no presumption whatsoever shall arise from the fact that the Agreement was prepared by or on behalf of any party.

Section 6.6. Choice of Law; Venue; Waiver of Objections. This Agreement and its performance shall be deemed to have been fully executed, made by the parties in, and governed by and construed in accordance with the laws of the State of Missouri applicable to contracts made and to be performed wholly within such state, without regard to choice or conflict of laws provisions. The parties agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri or in federal court of the Eastern District of Missouri and waive any objection based upon venue or *forum non conveniens* or otherwise.

Section 6.7. Entire Agreement; Amendments; No Waiver by Prior Actions. The parties agree that this Agreement shall constitute the entire agreement among the parties and no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the duly authorized agents of the parties. The failure of any party to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Agreement to be performed or observed by another party shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

Section 6.8. No Waiver of Sovereign Immunity; Remedies and Public Liability Strictly Limited; No Personal Liability. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's sovereign immunity. The Parties agree that remedies for any claim arising out of this Agreement shall be limited to equitable relief including the availability of specific performance and in no event shall the City, the EDC or any of their respective officials, officers, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to the Company or any affiliate, assignee, sublessee, successor, assign, heir or personal representative of the Company in respect of any suit, claim, or cause of action arising out of this Agreement. No official, officer, agent, attorney, employee, or representative of the City or the EDC shall be personally liable to any of the other parties, or the respective assignees, sublessees, Affiliates, successors, assigns, heirs or personal representatives of the other parties in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

Section 6.9. Relationship of the Parties; No Third Party Beneficiaries. Nothing contained in this Agreement nor any act of the Company, the City, or the EDC shall be deemed or construed to create a partnership or agency relationship between or among any party and this Agreement is and shall be limited to the specific purposes set out in this Agreement. Other than as expressly provided in this Agreement, no party shall be the agent of, or have any rights to create any obligations or liabilities binding on, another party. The parties do not intend to confer any benefit under this Agreement on any other person or entity other than the parties to this Agreement.

Section 6.10. Binding Effect. Except as otherwise expressly provided in this Agreement, the covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of the Company, the City and the EDC and respective permitted successors and assigns.

Section 6.11. Assignment Limited. Upon and subject to satisfactory completion of the Project in accordance with this Agreement, the exemption from assessment and payment of ad valorem taxes for the Project granted in the Approving Resolution may be transferred to an Affiliate;

provided that such Affiliate continues to use, operate, and maintain the Project and the Property for the purposes set forth in this Agreement; and *provided further that* such Affiliate agrees in writing in a form reasonably acceptable to the City to assume the obligations of this Agreement including, without limitation, the requirement to provide and maintain and satisfy the Baseline Jobs Requirement and to make PILOTs, all as provided in this Agreement. In the event such Affiliate fails to assume in writing the obligations of this Agreement, the exemption from assessment and payment of ad valorem taxes for the Project shall terminate as of December 31 of the calendar year in which the transfer occurred.

Section 6.12. Execution; Counterparts. Each person executing this Agreement in a representative capacity warrants and represents that he or she has authority to do so, and upon request by another party, proof of such authority will be furnished to the requesting party. This Agreement may be executed at different times and in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and the same instrument, binding on the parties, notwithstanding that both parties may not have executed the same counterpart. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.

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

CITY OF MOBERLY

By: _____
Jerry Jeffrey, Mayor

ATTEST:

Shannon Hance, City Clerk

**MOBERLY AREA ECONOMIC
DEVELOPMENT CORPORATION**

By: Michael R Bugalski
Michael Bugalski, President

ATTEST:

Randy Ashley
~~Secretary~~ Director

GRC REAL ESTATE LLC

By: [Signature]
Printed Name: Jignesh Kumar Patel
Its: President

ATTEST:

[Signature]
Title:

ACKNOWLEDGEMENTS

STATE OF MISSOURI)
) SS.
COUNTY OF RANDOLPH)

On this ____ day of _____, 2021, before me appeared Jerry Jeffrey, to me personally known, who being by me duly sworn, did say that he is the Mayor of the CITY OF MOBERLY, a city of the third class and Missouri municipal corporation and that the seal affixed to the foregoing instrument is the official seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its Council and said Mayor acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My commission expires:

STATE OF MISSOURI)
) SS.
COUNTY OF RANDOLPH)

On this 1 day of December, 2021 before me appeared Michael Bugalski, to me personally known, who being by me duly sworn, did say that he is the President of the MOBERLY AREA ECONOMIC DEVELOPMENT CORPORATION, a Missouri not for profit corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its board of directors and said President acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Tina M Bealmer
Notary Public

My commission expires: 1/26/2024



TINA M. BEALMER
My Commission Expires
January 26, 2024
Randolph County
Commission #12333424

STATE OF MISSOURI)
) SS.
COUNTY OF Randolph)

On this 1 day of December, 2021 before me appeared Signesh Kumar Patel, to me personally known, who being by me duly sworn, did say that he is the President of GRC REAL ESTATE LLC , a Missouri limited liability company in good standing and that the foregoing instrument was signed in behalf of said company by authority of its governing body and said officer acknowledged said instrument to be the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Tina M Bealmer
Notary Public

My commission expires: 1/26/2024



TINA M. BEALMER
My Commission Expires
January 26, 2024
Randolph County
Commission #12333424

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

Being a tract of improved real property known and numbered as 1420 Becflo Drive Moberly, Missouri 65270.

EXHIBIT B

COMPANY’S AFFIDAVIT REGARDING COMPLIANCE WITH SECTION 285.530
RSMO.

STATE OF MISSOURI)
) SS
COUNTY OF RANDOLPH)

AFFIDAVIT

I, the undersigned, am over the age of 18 years and have personal knowledge of the matters stated herein.

I am a duly authorized officer of GRC REAL ESTATE LLC., a limited liability company duly organized and existing under the laws of the State of Missouri (the “Company”), and am authorized by the Company to attest to the matters set forth herein.

I hereby affirm the Company's enrollment and participation in a "federal work authorization program" as defined in Section 285.525 of the Revised Statutes of Missouri, as amended, with respect to the employees working in connection with improvements to a certain facility located at 1420 Becflo Drive Moberly, Missouri 65270 (the “Project”).

The Company does not and will knowingly employ any person who is an “unauthorized alien” as defined in Section 285.525 of the Revised Statutes of Missouri, as amended, in connection with the Project.

Further Affiant Sayeth Not.

GRC REAL ESTATE LLC

By: [Signature]
Printed name: Tignesh Kumar Patel
Title: President

Subscribed and sworn to before me this 1 day of December, 2021.

[Signature: Tina M. Bealmer]
Notary Public

My commission expires: 1/26/2024



TINA M. BEALMER
My Commission Expires
January 26, 2024
Randolph County
Commission #12333424

City of Moberly

City Council Agenda Summary

Agenda Number: #8.
 Department: Parks and Recreation
 Date: February 7, 2022

Agenda Item: An Ordinance Approving Cooperative Agreements With Moberly Area Community College For Ball Field Rental And Upgrades.

Summary: Attached is an Ordinance and two agreements between the City of Moberly and MACC – one on rental of fields at the Howard Hills Athletic Complex for practices and games and the other for improvements to the game fields. Sanctioned games would begin in February 2023. Practices and exhibition games would begin fall 2022.

Recommended

Action: Approve Ordinance

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING COOPERATIVE AGREEMENTS WITH MOBERLY AREA COMMUNITY COLLEGE FOR BALL FIELD RENTAL AND UPGRADES.

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

SECTION ONE: The City and the Moberly Area Community College (the “College”) desire to work cooperatively to make city facilities at Howard Hills Athletic Complex available to the College for use by its softball and baseball teams.

SECTION TWO: Two cooperative agreements have been created by representatives of the City and the College which are attached hereto setting forth terms for rental of ball fields and upgrades to the ball fields.

SECTION THREE: City staff recommends approval and execution of the Cooperative Agreement for Ball Field Rental and the Cooperative Agreement for Howard Hills Facility Upgrades (the “Agreements”).

SECTION FOUR: The City Council hereby approves the Agreements and hereby authorizes the City Manager of Moberly to execute said Agreements on behalf of the City.

SECTION FIVE: This Ordinance shall be in full force and effect from and after its passage and adoption by the Council of the City of Moberly, Missouri, and its signature by the officer presiding at the meeting at which it was passed and adopted and further the Council authorizes the City Manager to take such other and further action as may be required to accomplish the purposes of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 7th day of February, 2022.

.

ATTEST:

Presiding Officer at Meeting

City Clerk

COOPERATIVE AGREEMENT FOR BALL FIELD RENTAL

CITY OF MOBERLY, MISSOURI

Comes now the City of Moberly, Missouri (the “City”) and the Moberly Area Community College (the “College”) and hereby enter into the following Ball Field Rental Agreement (the “Agreement”) this ____ day of _____, 2022 (the “Effective Date”).

RECITALS

1. The College is desirous of sponsoring softball and baseball teams to compete as representatives of the school and is in need of a location and facilities for such purpose.
2. The City owns and operates a number of fields at the Howard Hills Athletic Complex and is willing to assist the College by making available fields for practice and games.
3. The terms of this Agreement shall not be effective until approved by governing bodies of each party to thereto as provided by their respective ordinances and policies.

TERMS

A. LOCATIONS.

The College will utilize four fields for their softball and baseball programs. Softball will use fields known as Green 4 for games and Green 3 as a practice field. Baseball will use fields known as Red 2 for practice and Red 1 for games. All fields are located within the Howard Hills Athletic Complex. College agrees to follow and comply with all City Rules and Regulations posted at the facility.

B. TERM.

The initial term of this Agreement shall be for a period of five years next following the Effective Date. Thereafter the Agreement shall automatically renew for successive two-year terms unless terminated by either party. Either party may terminate the Agreement, with or without cause, by providing written notice to the other at least sixty (60) days prior to the next automatic renewal date.

The parties anticipate that the fields will be rented for the Fall of 2022 and the Spring and Fall of 2023. Rent shall be paid based on use of the facilities for practice and games. The College agrees to notify staff of the City’s Parks and Recreation Department at least thirty (30) days in advance of the number of times each week that the fields are used. City staff will then invoice the College on a monthly basis for use. MACC will be billed for its softball and baseball field fees separately. Softball and baseball field fees will *each* be capped annually at \$12,500.

City retains the right to fulfill its core mission by ensuring field availability for youth baseball and softball which run mid-May through late July. City also retains the right to schedule outside tournaments outside the February-to-May MACC season.

C. AMOUNT.

Games.

Each use of Green 3 will be charged at the rate of \$112.50.
Each use of Green 4 will be charged at the rate of \$112.50.
Each use of Red 1 will be charged at the rate of \$112.50.
Each use of Red 2 will be charged at the rate of \$150.00.
Rental payments shall be due within thirty (30) days of each invoice date.

Practice.

Practice use will be billed at fifty percent (50%) of the then effective nonprofit rates published by the City.

D. FIELD MAINTENANCE AND OPERATION.

The City will perform all mowing of each facility during the terms described above according to its current program. The City will keep in good working order all scoreboards, lights, pitching machines and maintain any fences and bases needed for play. The City will empty trashcans and clean restrooms as needed.

The College shall be responsible for all other maintenance during the terms of use including infields maintenance, field game preparation, pick-up of all trash in the field playing area, dugouts, bleachers, sidelines, restrooms and parking lot at the end of each day. All maintenance performed by the College shall be supervised by a College employee. Operation of scoreboards, supervision of games and supplying a designated person for first aid needs is to be provided by the College.

E. CONCESSIONS AND MERCHANDISE.

The City or the contracted concessionaire will have exclusive rights for all concessions at all fields. The College may sell merchandise such as t-shirts, banners, balls, etc. The City may authorize the College to sell concessions at the field(s) prior to the start of youth sports due to staff constraints.

F. SPONSORSHIPS AND SIGNAGE

The College may run a banner sponsorship program for the baseball and softball game field during the February to May season annually. The College is to organize and promote the program, provide for the banners in coordination with its sponsors, and hang and maintain the banners, and remove the banners for safe offsite storage at the end of its season each year.

The College may hang temporary banners or signage during their season annually to brand their baseball and softball game fields “Home of the Greyhounds” or similar branding during their season. Temporary signage should be removed annually at the end of their respective seasons and before youth leagues unless authorized in writing to leave such signage up.

G. HOLD HARMLESS.

To the fullest extent not prohibited by law, College shall indemnify and hold harmless the City, its elected officials, officers, agents and employees from and against all claims, damages, losses, and

expenses (including but not limited to attorney’s fees) arising by reason of any act or failure to act, negligent or otherwise, of College, its employees, students or any person directly or indirectly employed by College or by any third party using the fields at the invitation of the College, in connection with the use of the fields as provided in this Agreement.

H. NO WAIVER OF IMMUNITIES.

Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City’s sovereign immunity. The parties hereto agree that in no event shall the City or any of its elected officials, officers, agents and employees have any liability in damages or any other monetary liability to the College or any of its officials, officers, agents or employees in respect of any suit, claim, or cause of action arising out of this Agreement and the College waives any such claim except any claim premised on the negligence of the City. No elected officials, officers, agents or employees of the City shall be personally liable to the College or its officials, officers, agents or employees in the event of any default or breach by any party under this Agreement.

I. COMMUNICATIONS.

Any notice or communication concerning this Agreement shall be addressed to:

If to the City: Moberly Parks and Recreation Department
Attn: Troy Bock
101 West Reed Street
660-269-7613

If to the College: _____

J. IMPROVEMENTS.

The College anticipates making certain improvements to the facility pursuant to a separate agreement to be executed between the parties. Any such improvements shall become property of the City and shall remain with the City following the end or termination of this agreement.

K. AMENDMENTS.

No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties unless agreed to in writing and approved or ratified by the governing body of each party.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of _____, 2021.

CITY OF MOBERLY, MISSOURI

MOBERLY AREA COMMUNITY COLLEGE

By:

By:

COOPERATIVE AGREEMENT FOR HOWARD HILS FACILITY UPGRADES

THIS COOPERATIVE PURCHASE AND DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of this _____ day of _____, 2022 (the “Effective Date”) by and between the **CITY OF MOBERLY**, a city of the third class and a Missouri municipality having a principal office at 101 West Reed Street, Moberly, Missouri, 65270 (the “**City**”) and **MOBERLY AREA COMMUNITY COLLEGE**, 101 College Avenue, Moberly, Missouri, 65270 (the “**College**”). (“**City**” together with “**College**”, the “**Parties**”)

RECITALS

- A. The College is in the process of instituting baseball and softball programs and has entered into a rental agreement with the City for use of ball fields at the Howard Hils Athletic Complex for this purpose.
- B. The College is desirous of certain improvements or upgrades being completed to the rented ball fields and the City is willing to complete said upgrades in a timely manner.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and the mutual promises and covenants set forth in this Agreement, the City and College each hereby agrees as follows:

**ARTICLE I.
FACILITY UPGRADES**

Section 1.1. Improvements of a mutually agreeable nature and timeline may be made to the fields. These may include, but are not limited to dirt work, dugouts, bullpens, and batting cages.

**ARTICLE II.
CONSTRUCTION AND PAYMENT**

Section 2.1. Construction. The City shall be responsible for arranging for bidding the construction of each upgrade described above using outside vendors upon receipt of complete, bid-ready specifications from MACC. The projects will be bid upon mutual agreement of bid-ready specifications as provided and revised. The City will work cooperatively with the College to ensure that each upgrade meets the College’s expectations.

Section 2.2. Payment for Upgrades. The City shall front all costs associated with the upgrades and the College will repay the City in an amount not to exceed the sum of One Hundred Thousand Dollars (\$100,000.00) in five (5) equal annual payments. The first payment of Twenty Thousand Dollars (\$20,000.00) shall be due and payable to the City on the first anniversary of the Effective Date of this Agreement with a like payment on the same date each year for the following four (4) years. The College shall be responsible for any upgrade costs in excess of \$100,000. College agrees to reimburse the City for costs in excess of \$100,000 at the time said improvements are completed. City agrees to provide College written documentation of costs associated with the upgrades on a regular basis or upon request.

Section 2.3. Payments are Contractual. The payments provided for in Section 2.2, above are contractual and not mere recitals. It is expressly understood and agreed that the repayment terms and agreement for upgrades described in Section 2.2 of this Agreement is contractual and must be paid by the College to the City regardless of the status of other agreements between the Parties for rental of the City ball fields.

**ARTICLE III
DEFAULT**

Section 3.1. Remedies in Default. Nonpayment of any amounts due hereunder shall constitute a default and breach of this Agreement by College. City agrees to provide College written Notice of Default. College shall remedy any default within ten (10) days of the date of Notice. In the event College fails to remedy a default, City may at any time thereafter avail itself of the following remedies which are cumulative and not exclusive:

- a. City may recover possession of all ball fields under lease or being used by College and College’s right to use said ball fields shall terminate immediately and College shall immediately remove all personal property from the premises. City may remove such personal property to another location with College assuming all risk of loss or damage to such property.
- b. City shall be entitled to recover from College all damages incurred by City by reason of College’s default, including, but not limited to, all payments due hereunder for upgrades to Howard Hils ball fields, the cost of recovering possession of the ball fields, interest in the maximum amount allowed by law for damages, and reasonable attorneys’ fees.

**ARTICLE IV
MISCELLANEOUS PROVISIONS**

Section 4.1. No Assignment. Neither Party shall be permitted to sell, assign or otherwise transfer its interest in the Agreement in whole or in part to any other individual or entity.

Section 4.2. Notices. Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice shall be in writing addressed to the addressees at the address set forth below, and transmitted by first class mail:

City: City of Moberly
 Attention: Troy Bock
 101 West Reed Street
 Moberly, Missouri 65270

College:

Section 4.3. Choice of Law; Venue; Waiver of Objections. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Parties agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the

Circuit Court of Randolph County, Missouri and waive any objection based upon venue or forum non conveniens or otherwise.

Section 4.4. Entire Agreement; Amendments; No Waiver by Prior Actions. The Parties agree that this Agreement constitutes the entire agreement between them, and no other agreements or representations have been made by the Parties. This Agreement shall only be amended in writing and effective when signed by the duly authorized agents of the Parties. The failure of any Party to insist in any one or more cases upon the strict performance of any term, covenant or condition shall not constitute a waiver or relinquishment for the future of any such term, covenant, or condition.

Section 4.5. No Waiver of Sovereign Immunity; Public Liability Strictly Limited. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the either parties’ Sovereign Immunity. The Parties agree that in no event shall the City, or any of its officials, officers, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to the Developer or any lessee, sublessee, assign, heir, or personal representative of the Developer in respect of any suit, claim, or cause of action arising out of this Agreement.

Section 4.6. Execution in Counterparts. Each person executing this Agreement warrants and represents that he or she has authority to do so on behalf of the entity he or she represents. This Agreement may be executed in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and same instrument, binding on the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF MOBERLY

By: _____
Jerry Jeffrey, Mayor

ATTEST:

Shannon Hance, City Clerk

COLLEGE

By: _____
Dr. Jeffrey Lashley

City of Moberly

City Council Agenda Summary

Agenda Number: #9.
 Department: Public Works
 Date: February 7, 2022

Agenda Item: An Ordinance Approving A Missouri Highways And Transportation Commission Municipal Agreement For Upgrading Pedestrian Facilities And Authorizing The City Manager To Execute The Agreement On Behalf Of The City Of Moberly.

Summary: This agreement pertains to the sidewalk project they are doing down the North side of Hwy EE (East Rollins). They are claiming that all the r/w on the South side is City r/w, and as they will be tying in some of their crossing points, they will need to make some improvements on our r/w. This agreement is authorization of that work on our r/w.

Recommended

Action: Approve this ordinance.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:		Roll Call	Aye	Nay
___ Memo	___ Council Minutes	Mayor		
___ Staff Report	<u>x</u> Proposed Ordinance	M___ S___ Jeffrey	___	___
___ Correspondence	___ 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: _____

ORDINANCE NO: _____

**AN ORDINANCE APPROVING A MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION MUNICIPAL AGREEMENT FOR UPGRADING
PEDESTRIAN FACILITIES AND AUTHORIZING THE CITY MANAGER TO
EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF MOBERLY.**

Whereas, the Missouri Highway and Transportation Commission desires to upgrade pedestrian facilities to comply with the Americans with Disabilities Act Transition Plan along Route EE from Business 63 to Gratz Brown Street and requests permission to work within the city right-of-way where necessary; and

Whereas, the Commission has submitted a Municipal Agreement, attached, identified as Project No. J2S3268 for purposes of memorializing this agreement; and

Whereas, city staff recommends approving this Agreement and authorizing the City Manager to execute the agreement on behalf of the city.

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

SECTION ONE: That the city hereby accepts and approves the Missouri Highways and Transportation Commission’s Municipal Agreement (the “Agreement”) attached hereto.

SECTION TWO: That the City Manager, Brian Crane, is hereby authorized to execute the Agreement on behalf of the City of Moberly and to take such other and further action as may be required to effectuate the purpose of this ordinance.

SECTION THREE: This ordinance shall be in full force and effect upon passage by the City Council.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 7th day of February, 2022.

Presiding Officer at Meeting

ATTEST:

City Clerk

CCO Form: DE11
Approved: 04/93 (CEH)
Revised: 03/21 (BDG)
Modified:

Municipal Agreement
Route: Rt. EE
County: Randolph
Job No.: J2S3268

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Moberly, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route EE, Randolph County, Job No. J2S3268 shall consist of upgrading pedestrian facilities to comply with the Americans with Disabilities Act Transition Plan from Business 63 to Gratz Brown Street in Moberly .

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located as follows:

Beginning at Business 63 at Station 7+00, a point on the centerline of Route EE in Section 1, Township 53 North, Range 14 West in Randolph County, run along the existing centerline of Route EE in a generally easterly direction to Station 27+00, the point where the Route EE centerline intersects with Gratz Brown Street in Section 1, Township 53 North, Range 14 West. Length of improvement within the City is 2000 Feet or 0.38 Mile.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job No. J2S3268.

(6) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of public roads, streets, alleys and any other property owned by the City as necessary for construction and maintenance of said public improvement.

(7) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans.

(8) RIGHT-OF-WAY ACQUISITION: Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the city clerk of the City and the county clerk of the county and proceed to acquire at its expense, at no cost or expense to the City, any necessary right-of-way required for the construction of the improvement.

(9) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the City will pay its obligated portion of the cost.

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

(C) It is understood and agreed by the parties to this Agreement that no city-owned utility facilities will require relocation or adjustment in connection with this improvement, but that should utility facilities be discovered at any time during development or construction of this improvement, relocation or adjustment of the same will be done and performed under a supplemental agreement covering the subject, and in accordance with Commission policy then in effect on division of costs for adjustment of utility facilities.

(D) In cases of public utilities owned by the City which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the present city limits and located on an existing city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the City will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the City except as otherwise provided. The City shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the City in accordance with Federal Aid Policy

Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's District Engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the City in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the City for the actual cost necessitated by construction of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(E) Should it be necessary to alter, relocate or adjust any city-owned utility facilities outside the present city limits on public right-of-way or on state highway right-of-way within or outside the city limits or within the right-of-way of a public way other than a city street or alley, the alteration, relocation, or adjustment shall be made by the City at its cost.

(F) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's District Engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's District Engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(10) LIGHTING: The installation, operation, and maintenance by the Commission of any lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect at the time of any such installation and only to the extent the Commission then deems warranted. No street lighting system shall be installed or maintained by or for the City on the improvement without approval of the Commission.

(11) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(12) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now

in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(13) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(14) COMMENCEMENT OF WORK: After acquisition of the necessary right-of-way, the Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and right-of-way costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(15) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to the City.

(C) The City shall inspect and maintain the sidewalks constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalks.

(16) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The

Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(17) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(18) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this paragraph.

(19) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(20) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration and is further subject to the availability of federal and state funds for this construction.

(21) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's District Engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's District Engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation

and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,500,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(22) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the City and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the City and Commission, respectively.

(23) COMMISSION REPRESENTATIVE: The Commission's Northeast District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(24) CITY REPRESENTATIVE: The City's Director of Public Works is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(25) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the Commission:
 Paula Gough, Northeast District Engineer
 1711 S. Highway 61
 Hannibal, Mo 63401
 Facsimile No.: (573)248-2497
 Email: Paula.Gough@modot.mo.gov

(B) City of Moberly to:
 Tom Sanders
 101 West Reed Street
 Moberly Mo 65270

Facsimile No.: (660)263-9398
Email: tsanders@cityofmoberly.com

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(26) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(27) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

(28) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(29) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(30) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(31) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on _____(Date).

Executed by the Commission on _____(Date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

City of Moberly

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

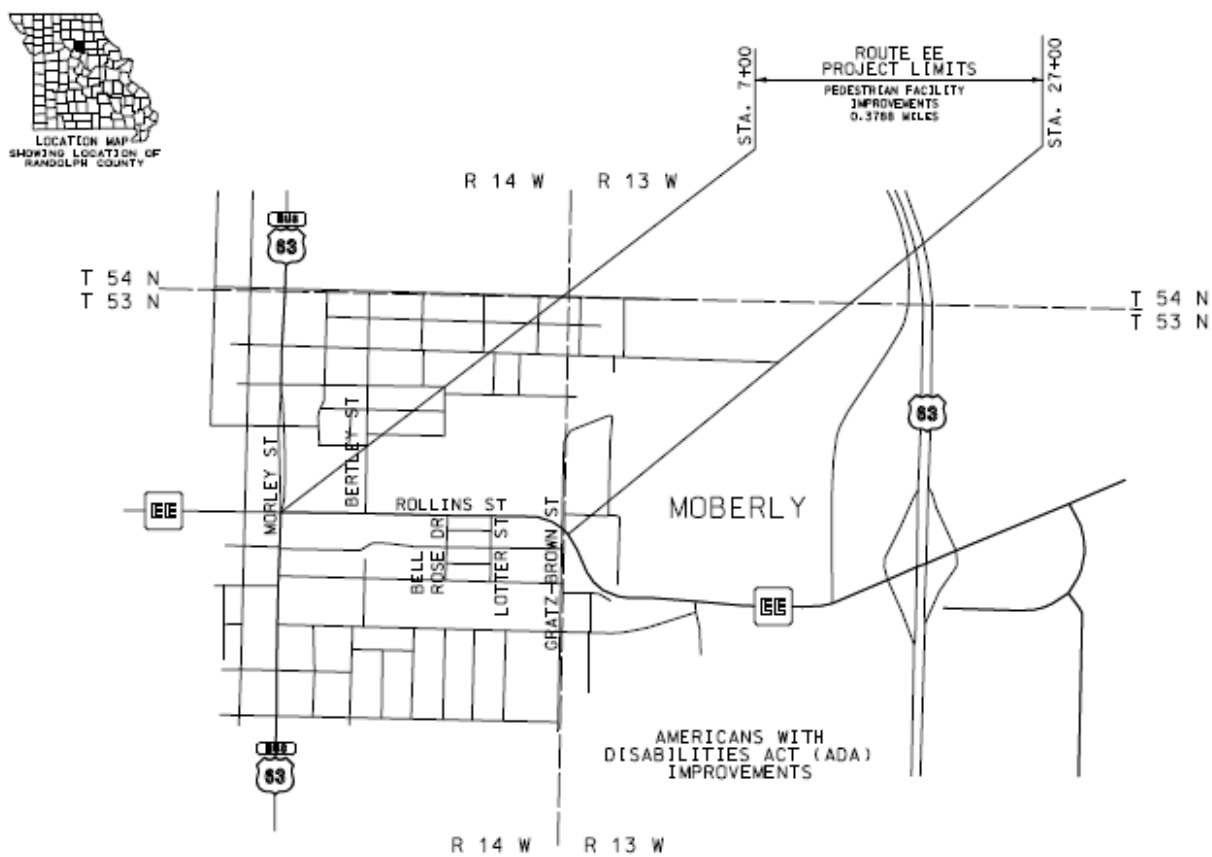
Commission Counsel

By: _____

Title: _____

Ordinance Number_____

Exhibit A



City of Moberly

City Council Agenda Summary

Agenda Number: #10.

Department: Administration

Date: February 7, 2022

Agenda Item: A Resolution Granting A Certain Partial Exemption From Assessment and Payment of Ad Valorem Real Property Taxes on Improvements To Certain Real Property Located Within The City of Moberly, Missouri Enhanced Enterprise Zone; Approving A Development Agreement in Connection Therewith; And Providing Further Authority, All Pursuant to The Enhanced Enterprise Zone Act.

Summary: A development agreement with GRC Real Estate for an economic development project at 1420 Becflo Dr. GRC has acquired the property with the desire to construct a licensed cannabis cultivation facility. Their license has been granted by the State of Missouri. The project involves the investment of over 4 million dollars and the creation of at least 25 permanent full-time jobs at the facility. The agreement offers a 10-year 50% tax abatement on net new real estate taxes of the facility under the Enhanced Enterprise Zone Ordinance. Further, the company is eligible for a city sales tax rebate on construction materials purchased through local vendors. The city is also offering a 50% refund of its Ameren franchisee fee from the facility for the first 60 months of operation.

Recommended Action: Approve this Resolutin

Fund Name:

Account Number:

Available Budget \$:

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 GRANTING A CERTAIN PARTIAL EXEMPTION FROM ASSESSMENT AND PAYMENT OF AD VALOREM REAL PROPERTY TAXES ON IMPROVEMENTS TO CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF MOBERLY, MISSOURI ENHANCED ENTERPRISE ZONE; APPROVING A DEVELOPMENT AGREEMENT IN CONNECTION THEREWITH; AND PROVIDING FURTHER AUTHORITY, ALL PURSUANT TO THE ENHANCED ENTERPRISE ZONE ACT.

WHEREAS, Sections 135.950 through 135.973 of the Revised Statutes of Missouri, as amended (the “**Enhanced Enterprise Zone Act**”), authorize “the governing authority having jurisdiction of the area in which improvements are made” to grant an exemption from assessment and payment of ad valorem taxes of one or more political subdivisions imposed on improvements to real property located in an enhanced enterprise zone of “enhanced business enterprises” (as that term is used and defined in Section 135.950(9) of the Enhanced Enterprise Zone Act) of at least one-half of such ad valorem taxes otherwise imposed for a period of not less than ten years following the date such improvements were assessed; and

WHEREAS, by Ordinance No. 7938, passed and approved by the City Council of the City of Moberly (the “**City Council**”) on April 17, 2006, the City of Moberly, Missouri (the “**City**”), in accordance with the requirements of the Enhanced Enterprise Zone Act, authorized the designation and establishment of the Moberly, Missouri Enhanced Enterprise Zone comprised of the area depicted on **Exhibit A**, attached to and incorporated by reference in this Resolution (the “**EEZ**”) and provided for the grant of the minimum exemption from assessment and payment of ad valorem taxes imposed on improvements to real property within the EEZ available under the Enhanced Enterprise Zone Act; and

WHEREAS, on February 7, 2022, a public hearing duly noticed under Section 135.963.3 of the Enhanced Enterprise Zone Act was conducted (the “**Public Hearing**”) by the City Council for the purpose of obtaining the opinions and suggestions of taxing districts and residents of political subdivisions to be affected by a proposed grant of partial exemption from assessment and payment of ad valorem real property taxes imposed on the renovation and improvement of real property known and numbered as 1420 Becflo Drive Moberly, Missouri 65270 and legally described in **Exhibit B** attached to and incorporated by reference in this Resolution (the “**Property**”) for use as a medical marijuana cultivation and manufacturing facility containing approximately 45,000 square feet, together with the installation and provision of necessary infrastructure which activities are anticipated to result in the investment of approximately \$4,000,000 at the Property and the creation of 25 new permanent jobs (collectively, the “**Project**”); and

WHEREAS, following conclusion of the Public Hearing and after due consideration of the suggestions of taxing districts and residents of political subdivisions to be affected by the proposed partial exemption, the City Council now wishes to make certain determinations and to grant a certain partial exemption from assessment and payment of ad valorem real property taxes

related to the Project on the Property, all in accordance with Ordinance No. 7938 and the Enhanced Enterprise Zone Act; and

WHEREAS, the owner and operator of the Property, GRC Real Estate LLC, (the “**Company**”) has committed to maintain for the total duration of the grant of partial tax exemption at least twenty-five (25) full equivalent time jobs at the Property, all in accordance with the terms of that certain Development Agreement, attached as **Exhibit C** to and incorporated by reference in this Resolution (the “**Development Agreement**”), and the City Council now wishes to approve the Development Agreement in conjunction with the grant of partial tax exemption;

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

SECTION ONE: The City Council hereby finds and determines that: (i) the Property and the Project constitutes an “enhanced business enterprise” (as that term is used and defined in Section 135.950(9) of the Enhanced Enterprise Zone Act); and (ii) it is necessary to achievement of the goals and objectives of the EEZ to grant a partial exemption from assessment and payment of ad valorem real property taxes on improvements to the Property and the Project.

SECTION TWO: Accordingly, an exemption from assessment and payment of ad valorem real property taxes imposed by any political subdivision of the State of Missouri or any municipality thereof is hereby granted for the Project on the Property in the amount of fifty percent (50%) of ad valorem real property taxes to be otherwise assessed and paid on said improvements to the Property for the duration of ten (10) years commencing on January 1, 2023 and ending on December 31, 2032.

SECTION THREE: The political subdivisions to which the exemption granted in Section Two of this Resolution shall apply include the following: City of Moberly; Moberly Area Community College; Little Dixie Regional Library District; Moberly Special Road District; Randolph County Health Department; County of Randolph; Randolph County Ambulance District; Higbee Fire Protection District; City of Clark; City of Clifton Hill; City of Higbee; City of Huntsville; Village of Cairo; Village of Jacksonville; Village of Renick; Moberly R-2 School District; Westran R-1 School District; Higbee R-8 School District; Sturgeon R-5 School District; Renick R-5 School District; Northeast R-4 School District; Salisbury R-4 School District, Randolph County Road & Bridge – Common #1, Randolph County Road & Bridge – Moberly, Randolph County Common Road District, together with any other taxing jurisdiction levying or receiving any ad valorem tax on real property within the EEZ.

SECTION FOUR: The Clerk of the City is hereby authorized and directed to provide a copy of this Resolution to the Director of the Missouri Department of Economic Development not later than thirty (30) days following its adoption and is hereby further authorized and directed to take such further actions as necessary to comply with any further notification requirements of the Enhanced Enterprise Zone Act.

SECTION FIVE: The Development Agreement is hereby approved in substantially the form of Exhibit C to this Resolution, and the Mayor of the City is hereby authorized to execute the Development Agreement and to deliver the Development Agreement on behalf of the City.

SECTION SIX: 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 SEVEN: 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 7th day of February 2022.

Presiding Officer at Meeting

Attest:

Shannon Hance, City Clerk

EXHIBIT A
EEZ BOUNDARIES AND AREA

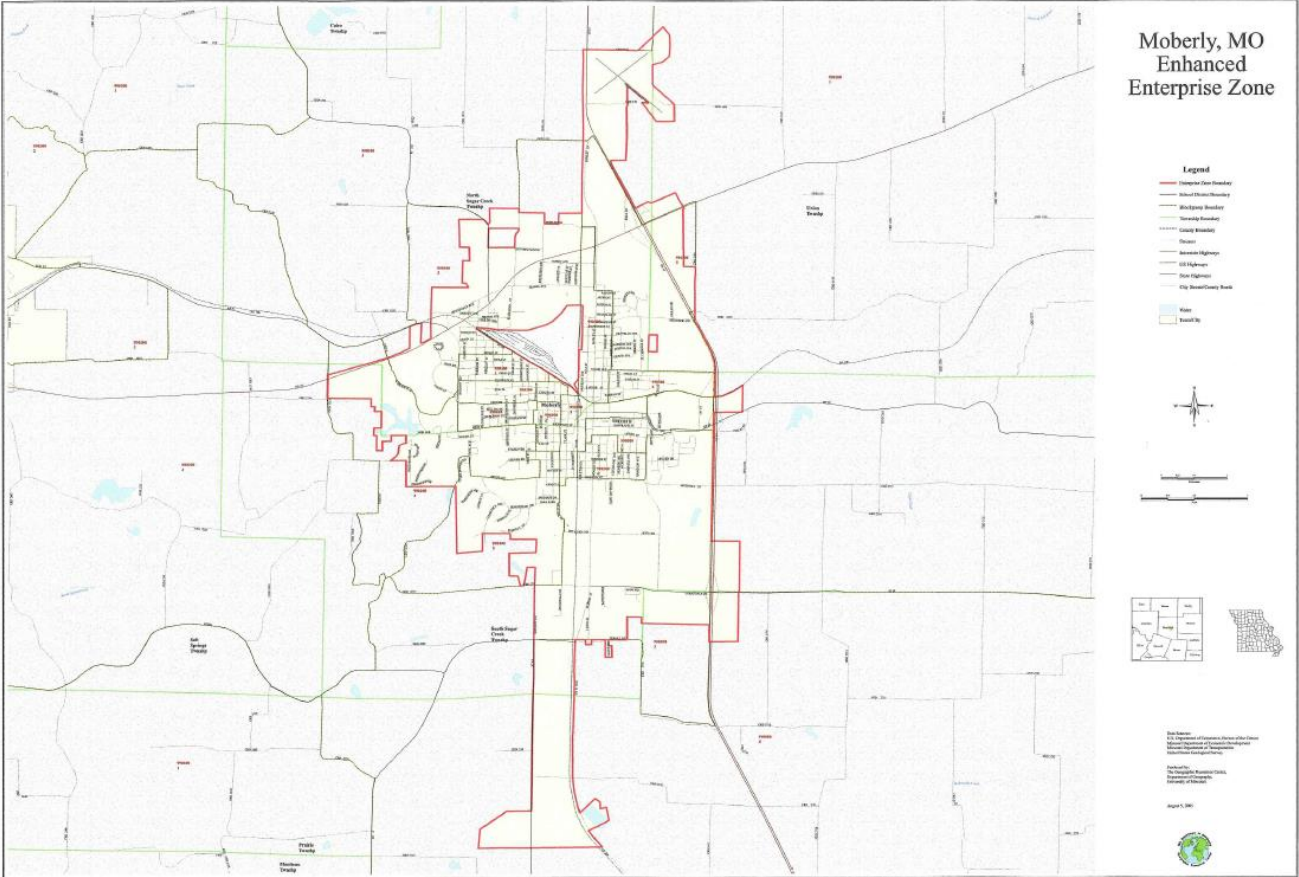


EXHIBIT B
THE PROPERTY (legal description)

being being a tract of improved real property known and numbered as 1420 Becflo Drive Moberly, Missouri 65270.

EXHIBIT C
DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into as of this _____ day of _____, 2021, by and among the CITY OF MOBERLY, MISSOURI, a city of the third class and Missouri municipal corporation located in the County of Randolph and having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**City**”); MOBERLY AREA ECONOMIC DEVELOPMENT CORPORATION, a Missouri not for profit corporation having a principal office at 115-A North Williams Street, Moberly, Missouri 65270, (the “**EDC**”); and GRC REAL ESTATE LLC, a Missouri limited liability company having a principal office at 5804 Lightpost Drive, Columbia, Missouri 65201 (the “**Company**”). *Capitalized terms used and not defined in this Agreement shall have the meanings ascribed to them in Article I of this Agreement.*

RECITALS

A. The Company is the owner in fee of the Property which is located in the EEZ and wishes to renovate and improve the Property for use as a medical marijuana cultivation and manufacturing facility containing approximately 45,000 square feet, together with the installation and provision of necessary infrastructure which activities are anticipated to result in the investment of approximately \$4,000,000 at the Property and the creation of 25 new permanent jobs.

B. Section 135.963.4 of the EEZ Act provides that improvements made by a qualifying business to real property located within an enhanced enterprise zone, upon approval after public hearing, by the governing authority having jurisdiction of the area in which the improvements are to be made may be exempted, in whole or in part, from assessment and payment of at least one-half of ad valorem taxes of one or more affected political subdivisions or a period of not less than ten years following the date such improvements were assessed.

C. The City and the EDC wish to have the Company undertake the implementation of the Project and as an inducement to the Company to do so and to create permanent full time jobs at the Property, the City is willing to provide limited exemption from assessment and levy of real property ad valorem taxes respecting the Project as specified in the Tax Exemption Terms, all in accordance with the provisions of the EEZ Act and subject to the terms of the Approving Resolution and of this Agreement.

D. The Approving Resolution provides for a grant of limited exemption from assessment and levy of real property ad valorem taxes on real property improvements made in connection with the Project, subject to satisfaction by the Company of certain conditions and obligations as set forth in this Agreement, and the EDC is willing to assist the City in the annual monitoring of the Company’s satisfaction of such conditions and obligations, all in accordance with and subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and the mutual covenants set forth in this Agreement, the City, the EDC, and the Company each hereby agrees as follows:

ARTICLE I. MEANINGS OF TERMS

Section 1.1. Definitions. Except as otherwise defined, as used in this Agreement, the following words and terms shall have the following meanings:

“Affiliate” shall mean an individual, corporation, association, partnership, limited liability company, joint venture, trust, estate, or other entity or organization, or any other such person or entity which, directly or indirectly, is Controlled by or is in common Control by the Company and/or owners of membership interests of the Company.

“Applicable Regulations” shall mean, collectively, all federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes including, without limitation, those of the City and of the County of Randolph applicable to or affecting the Property or the Project.

“Approving Resolution” shall mean Resolution No. ____ of the City adopted and approved by the City Council on _____, 2021 in accordance with the EEZ Act approving, among other things, a grant of limited exemption from assessment and levy of real property ad valorem taxes in respect of the Property and the Project, subject to the limitations and conditions of this Agreement.

“Baseline Jobs Requirement” shall mean 25, representing the number of FTE Jobs required to be created and maintained at the Property as a result of the Project.

“Baseline Jobs Shortfall Ratio” shall mean the Baseline Jobs Requirement minus the Weighted Average Jobs for any Testing Period (if less than the Baseline Jobs Requirement), divided by Baseline Jobs Requirement. For example, if in a Testing Period it is determined that there are 24 Weighted Average Jobs, the Baseline Jobs Shortfall Ratio shall be 0.04 as illustrated by the following formula:

$$(25-24)/25 \text{ or } 0.04.$$

“City” shall mean the City of Moberly, Missouri a city of the third class located in the County of Randolph.

“City Council” shall mean the duly elected and serving governing body of the City.

“City Sales Tax” shall mean the combined tax levy by the City pursuant to applicable Missouri law on all taxable “sales at retail” (as that term is defined and used in chapter 144 of the Revised Statutes of Missouri, as amended) at the current combined rate of 2.50%.

“Company” shall mean GRC Real Estate, LLC, a Missouri limited liability company having a principal office at 5804 Lightpost Drive, Columbia, Missouri 65201 or its assigns approved pursuant to Section 6.11 of this Agreement.

“Construction Contractor” shall mean one or more principal or general contractors (other than the Company or Affiliate), if any, contractually obligated to undertake the construction of any portions of the Project with each designated in a writing to the City by the Company.

“Control” shall mean, as applied to any Affiliate, with respect to: (a) a corporation having stock, the ownership, directly or indirectly, of more than 50% of the securities (as defined in Section 2(1) of the Securities Act of 1933, as amended) of any class or classes, the holders of which are ordinarily, in the absence of contingencies, entitled to elect a majority of the governing or directing body of such corporation; (b) a not for profit corporation not having stock, having the power to elect or appoint, directly or indirectly, at least a majority of the members of the governing or directing body of such corporation; or (c) any other entity, the power to direct the management of such entity through the ownership of at least a majority of its voting securities or the right to designate or elect at least a majority of the members of its governing or directing body, by contract or otherwise.

“EEZ” shall mean the Moberly, Missouri Enhanced Enterprise Zone designated in Ordinance No. 7938, passed and approved by the City Council on April 17, 2006 in accordance with the EEZ Act.

“EEZ Act” shall mean sections 135.950 through 135.973 of the Revised Statutes of Missouri, as amended.

“Enhanced Business Enterprise” shall have the meaning ascribed to such term in section 135.950(9) of the EEZ Act or successor enactment or amendment.

“Full Time Equivalent (FTE) Job” shall mean either: (i) a regular full-time employee performing duties at the Property or (ii) in the case of part-time employment, two or more persons performing duties at the Property whose aggregate regular weekly hours total at least 35 hours; *provided that* the average aggregate annual wage or salary (excluding fringe benefits) for each such FTE Job shall equal or exceed \$40,000; and *provided further that* neither independent contractors nor contract personnel utilized or employed by the Company shall constitute FTE Jobs for purposes of this Agreement.

“PILOT” shall mean in any Testing Period the payment in lieu of taxes due from the Company to the City.

“Project” shall mean the renovation and improvement of the Property for use as a medical marijuana cultivation and manufacturing facility containing approximately 45,000 square feet, together with the installation and provision of necessary infrastructure which activities are anticipated to result in the investment of approximately \$4,000,000 in improvements on and to the Property

“Property” shall mean that certain improved real property located in the City and the EEZ known and numbered as 1420 Becflo Drive Moberly, Missouri 65270 legally described in Exhibit A, attached to and incorporated by reference in this Agreement.

“Tax Exemption Terms” shall mean the duration of the exemption from assessment and payment of ad valorem taxes for the Property and the Project in the amount of fifty percent (50%) of ad valorem real property taxes to be otherwise assessed and paid on said improvements to the Property for a ten (10) year period commencing on January 1, 2023, and ending on December 31, 2032, subject to the terms and conditions of this Agreement and the Approving Resolution, including, without limitation, earlier termination and PILOTs, all as provided in this Agreement.

“Testing Period” shall mean, as applicable, the year beginning on January 1, 2023, and ending on December 31, 2023, and each full calendar year thereafter, ending on December 31, 2032.

“Third Party Action” shall mean any action, proceeding or demand initiated at any time by any party other than a named party to this Agreement and directed to the City or the EDC, or naming the City, the EDC or any of their respective officials, officers, agents, attorneys, employees or representatives as a party and arising out of this Agreement, the Project; the Property; the EEZ and the EEZ Act (but only as they apply to this Agreement and the Project); the Approving Resolution; the grant of exemption from assessment and payment of ad valorem real property taxes; any of the incentives provided under Article IV of this Agreement; or any portion(s) of any of the foregoing or any actions taken pursuant to any of the foregoing.

“Weighted Average Jobs” shall mean the average number of FTE Jobs at the Property during each month of the applicable Testing Period, as certified to the City annually by the Company, subject to verification by the EDC, all in accordance with Article III and Article IV of this Agreement compared to the Baseline Jobs Requirement; *provided that*, for purposes of compliance with Section 3.2 of this Agreement, Weighted Average Jobs shall be deemed to be the whole number (which shall be rounded down in the event of any fraction less than a whole number), which is the weighted average of such monthly averages for any Testing Period such that, by way of illustration, if in a particular Testing Period three months thereof each average 28 FTE Jobs, four months thereof each average 25 FTE Jobs, and five months thereof each average 22 FTE Jobs, the Weighted Average Jobs for such Testing Period shall be 24 as illustrated by the following formula:

$$(28+28+28+25+25+25+25+22+22+22+22+22)/12=24.5 \text{ or } 24 \text{ Weighted Average Jobs.}$$

Section 1.2. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.

Section 1.3. Computation of Time. Wherever this Agreement calls for the performance of any act by reference to a day or number of days, to a month or number of months or to a year or number of years, each such computation shall be made based upon calendar days, calendar months, and calendar years, as applicable, unless otherwise expressly provided.

Section 1.4. Recitals; Other Items Incorporated in this Agreement. The recitals contained in this Agreement are important and material parts of this Agreement and are hereby acknowledged

and incorporated by reference and made a part of this Agreement. The provisions of the EEZ Act up to and including the date of the Approving Resolution, the provisions of the Approving Resolution, are also hereby incorporated by reference and made a part of this Agreement.

ARTICLE II. IMPLEMENTATION OF THE PROJECT

Section 2.1. Project Timing; The Company shall obtain all necessary permits and approvals under Applicable Regulations and shall complete construction and place in operation the Project not later than **October 30, 2022**. Subject to provisions of Section 2.2 of this Agreement, in the event of failure of the Company to substantially complete and place in operation the Project within the time limits set forth in this Section 2.1, all rights to limited ad valorem tax exemption and to other incentives all as set forth in the Agreement shall automatically terminate.

Section 2.2. Company's Control over the Project; Delays. Subject to the schedule set forth in Section 2.1 of this Agreement, the Company shall have complete and exclusive control over the implementation and timing of the Project and the management and operation of the Project and the Property, all subject to the further requirements of this Agreement. Notwithstanding anything to the contrary contained in this Article II or in the Approving Resolution, the time within which the Project is to commence and be completed as set forth in Section 2.1 of this Agreement, shall be automatically extended appropriately as a result of actions or inactions not within the reasonable control of the Company, including, without limitation, construction delays, delays caused by competent legal authority, strikes, lockouts, labor disputes, riots, fire or other casualties, tornadoes, acts of God, acts of the public enemy, accidents, governmental restrictions, unanticipated or unusual site conditions, priorities regarding acquisition of or use of materials, litigation challenging any of the rights of the Company under this Agreement or the EEZ, or delays caused by local, state or federal governments; *provided that* in the event of such delays, the Company shall promptly notify the City and the EDC in writing stating the nature of the delay which, in the opinion of the Company, justifies the extension. Any delay under this Section 2.2 shall result in a day-for-day extension of any obligations, deadlines or dates set forth in this Agreement that are directly affected by such delay.

Section 2.3. Company to Adhere to All Applicable Regulations. To the full extent that any Applicable Regulation applies to any aspect of occupancy of the Property or the construction or implementation of the Project, the Company covenants and agrees to take all such actions as are necessary to fully comply with such Applicable Regulation, and the Company, the Property and the Project shall each be subject to all lawful inspections and the Company shall perform all such necessary acts as are required by Applicable Regulations.

Section 2.4. Building and Site Maintenance. Upon substantial completion of the Project, the Company at the Company's expense shall maintain all buildings and exterior areas of the Property at all times in a good state of repair and appearance.

Section 2.5. Breach and Compliance. In the event of non-compliance with the terms of this Article II, written notice of same may be delivered to the Company by the City or the EDC and, if the Company shall not have corrected such substantial non-compliance within forty-five (45) days after receipt of such notice (unless the time for such correction is further extended in writing by

the City or the EDC, as applicable), or upon failure of the Company to complete the Project and initiate operations at the Property within the time limits set forth in Section 2.1 of this Agreement as further subject to time extension as provided in Section 2.2 of this Agreement, the City or the EDC may jointly or individually institute such proceedings as may be necessary or desirable in their opinion to cure and remedy such default including, without limitation, the remedy of specific performance.

ARTICLE III. EEZ TAX EXEMPTION; PILOTS

Section 3.1. Tax Exemption. The parties contemplate and intend that the Tax Exemption Terms applicable to improvements made to the Property in conjunction with the Project as granted in the Approving Resolution pursuant to the EEZ Act shall be enjoyed by the Company, subject to the terms of this Agreement.

Section 3.2. Baseline Jobs Requirement to be Maintained. The parties acknowledge and agree that the Company anticipates maintenance at the Property of not less than the Baseline Jobs Requirement and that the continued satisfaction of such Baseline Jobs Requirement during the term of this Agreement constitutes a material inducement to the City and the EDC to enter into this Agreement and to the City to provide an exemption from assessment and payment of ad valorem taxes for the Project and the Property in accordance with the Tax Exemption Terms and the EEZ Act and to provide other incentives enumerated in this Agreement. Accordingly, and to assure the foregoing, the Company hereby agrees that for the period beginning on January 1, 2023, and ending on December 31, 2023, and in each subsequent calendar year until December 31, 2032, in any calendar year the Company fails for any reason to satisfy the Baseline Jobs Requirement, not later than January 31st of the following year the Company, notwithstanding any tax exemption or abatement contemplated by this Agreement with respect to the Property, shall pay to the City such PILOTs as are required by this Section 3.2, which payments shall in each case be based upon the following procedure and schedule:

Section 3.2.1. Certification of FTE Jobs. Commencing on January 1, 2023, and continuing for each month during each Testing Period, the Company shall determine monthly the number of FTE Jobs then existing at the Property and shall calculate the resulting Weighted Average Jobs for such Testing Period and shall certify such number to the City and the EDC in an annual summary report submitted to the EDC with a copy to the City not later than the fifteenth day of January of the next succeeding year. The report shall additionally supply such salary or annual wage data as may be reasonably required to verify that the jobs included in the report meet all requirements for FTE Jobs. The EDC on behalf of the City may independently verify the information contained in such report in accordance with Section 3.3 of this Agreement, *provided that* the EDC shall complete verification activities, if any, and notify the City and the Company of the results of such activities on or before the 60th day following the Company's submission of the applicable report. If the EDC provides no such notice on or before such 60th day, the Company's report shall be deemed accurate as certified for purposes of this Section 3.2.1.

Section 3.2.2. Calculation of PILOTs. Annually, after receipt of each FTE Jobs certification report submitted as provided in Section 3.2.1 of this Agreement, subject to

EDC verification as provided in Sections 3.2.1 and 3.3 of this Agreement, the City shall determine if the number of FTE Jobs equals or exceeds the applicable Baseline Jobs Requirement. For any Testing Period in which the Weighted Average Jobs is less than the Baseline Jobs Requirement, the Company agrees to pay with respect to such Testing Period not later than April 30th of the calendar year following such Testing Period a PILOT calculated as follows:

the “true value in money” of the land and real property improvements constituting the Project as determined from time to time by the Randolph County Assessor (i) multiplied by 0.32 (ii) divided by \$100; (iii) multiplied by the combined ad valorem levies for all affected taxing jurisdictions; (iv) multiplied by the Baseline Jobs Shortfall Ratio; and (v) multiplied by 50%.

By way of illustration, the applicable calculation formula is set forth below:

$$\begin{aligned} & \text{“true value in money”} \times 0.32 \div \$100 \times \text{combined ad valorem levy amount} \\ & \quad \times \text{Baseline Jobs Shortfall Ratio} \times 50\% \\ & \quad = \text{PILOT}; \end{aligned}$$

provided that, in the event that in any Testing Period the number of Weighted Average Jobs equals or exceeds the Baseline Jobs Requirement, no such determination shall be performed for such year and no PILOT shall be required for such year; and *provided further that* in the event of a sustained period of significant decline in the level of aggregate economic activity within the United States (as distinguished from (a) business or other decisions within the discretion or control of the Company, or parents, affiliates, assignees, subsidiaries, or nominees of the Company or (b) other external factors not related to decline in national economic activity) and only in such event, which results in a substantial reduction in the number of FTE Jobs at the Property during a Testing Period, the Company may request in a writing specifying and documenting the conditions which affect or result in the reduction of FTE Jobs submitted to the City Council that, notwithstanding the Company’s failure to meet the Baseline Jobs Requirement during such Testing Period, that the City waive or reduce the amount of PILOT due for such Testing Period and the City Council, upon due consideration and a finding in its sole discretion that: (i) a sustained period of significant decline in the level of aggregate national economic activity has occurred; (ii) that such decline has caused a substantial reduction in the number of FTE Jobs at the Property; and (iii) that such reduction is not due to business or other decisions within the discretion or control of the Company, or of its parents, affiliates, assignees, subsidiaries, or nominees or other external factors not related to decline in national economic activity, may waive or reduce such amount of PILOT due in respect of such Testing Period.

Section 3.2.3. Notice of PILOTs; Distribution. After determination that a PILOT amount is due for a Testing Period, the City shall notify the Company of the PILOT amount due with respect to any Testing Period not later than April 1 of the calendar year following such Testing Period. Any PILOT required under this Agreement shall be and shall be deemed to be a payment in lieu of taxes and, upon receipt, the City shall promptly distribute

such PILOT to affected taxing jurisdictions in the manner provided in section 100.050.3 of the Revised Statutes of Missouri, as amended.

Section 3.2.4. Company's Covenant to Pay PILOTs; Default in Payment; Termination of Tax Exemption. The Company hereby covenants and warrants to the City and the EDC that the Company shall make payment promptly upon notice of all PILOTs as and when due from time to time under this Agreement. The City, the Company, and the EDC each agree that, upon provision of notice to the Company, each PILOT shall constitute a lien against the Property, which shall be discharged by the Company and enforceable by the City by any means provided by law for the enforcement of liens as the City may elect in its sole discretion and shall remain a lien on the Property until paid in full through voluntary payment by the Company or payment through collection by the City as provided in this Section 3.2.4. In the event the Company fails to pay any such PILOT within one hundred eighty days (180) of notice by the City to the Company, the City, in the City's sole and absolute discretion and in addition to any other remedies that may be available to the City at law or in equity, may cancel this Agreement and adopt an ordinance or resolution terminating the grant of exemption from assessment and payment of ad valorem taxes for the Project. Upon adoption of such ordinance or resolution terminating the grant of exemption from assessment and payment in full of any PILOTs and interest thereon then due and payable under this Agreement, no party shall have any further obligation to any other party other than as expressly provided in this Agreement.

Section 3.3. Cooperation in Verification of FTE Jobs. The Company shall use commercially reasonable efforts to cooperate with the EDC and the City in promptly making available at the Property upon request by the EDC or the City such employment and annual wage records and similar documentation prepared or maintained by the Company, its parent, Affiliates, subsidiaries or nominees which the City may reasonably require to verify the number of FTE Jobs in any Testing Period in accordance with the terms of Section 3.2 of this Agreement; *provided that* nothing in this Agreement shall require the Company to disclose confidential or proprietary information maintained by the Company, its parent, Affiliates, subsidiaries or nominees.

ARTICLE IV. ADDITIONAL INCENTIVES

Section 4.1. City Sales Tax on Construction Materials. In further consideration of the undertakings and covenants of the Company set forth in Article II of and elsewhere in this Agreement, the City shall cause to be paid directly to the Company from lawfully available funds an amount equal to the revenue actually paid by the Company to and received by the City (as verified by the City) as provided in this Section 4.1 during the period provided in this Agreement for completion of the Project which was generated by the levy of the City Sales Tax on purchases by the Company or on behalf of the Company by a Construction Contractor, but only from vendors or suppliers having a principal place of business within the City, of tangible materials and personal property actually incorporated into or consumed in the construction of the Project; *provided that* in each case, any excess re-salable tangible personal property or materials which were purchased for the Project by the Company or on behalf of the Company by a Construction Contractor but which were not incorporated into or consumed in the construction of the Project shall either (i) be returned to the supplier for credit or the appropriate sales tax on such excess property; or (ii) be

reported on a return and paid by the Company or a Construction Contractor and in either case shall be deducted from the amounts due from the City; and *provided further that* notwithstanding anything in this Agreement to the contrary, the parties hereto acknowledge that provision for amounts constituting any portion of the payments made or to be made pursuant to this Section 4.1 which extend for any reason beyond any calendar year in which such cost is incurred shall be subject to annual appropriation by the City Council.

Section 4.2. Franchise Fee Rebate. In further consideration of the undertakings and covenants of the Company set forth in Article II of and elsewhere in this Agreement, for the first sixty (60) months of operations by the Company at the Project the City shall rebate to the Company fifty percent (50%) of the amounts generated at the Project from the City's 8% franchise fee levied on sales of electricity.

Section 4.3. Frequency of Payments; Application and Verification Required; Cooperation; Current Year Expenses. Payments as set forth in this Article IV shall be made, subject to annual appropriation by the City Council, quarterly and upon written application by the Company, together with submittal by the Company of accompanying receipts and documentation as or similar to that required by sections 144.635 and 144.640 of the Revised Statutes of Missouri, as amended, and reasonably sufficient in content and detail (in the sole judgment of the City) to permit the applicable officer of the City to reasonably verify the City Sales Tax and Franchise Fee amounts actually paid by the Company or on behalf of the Company by a Construction Contractor as provided in Sections 4.1 and 4.2 of this Agreement. Payments as set forth in this Section 4.3 shall be deemed to be current expenses in the applicable year to which such payments apply.

ARTICLE V.

FURTHER OBLIGATIONS OF THE COMPANY; COMPANY REPRESENTATIONS

Section 5.1. Third Party Actions; Indemnification. The Company hereby covenants warrants and agrees to indemnify, defend and hold the City, the EDC and their respective officials, agents, attorneys, employees and representatives acting in any capacity harmless from all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys' fees, arising from any Third Party Action. The Company shall have the right, but not the obligation to assume the costs of defense of any Third Party Action with counsel selected by the City or the EDC, as applicable, and reasonably acceptable to the Company; *provided that* the Company shall have the further right to elect to abandon any such defense which the Company has assumed under this Section 5.1 and to cancel this Agreement and forego the grant of limited exemption from assessment and levy of real property ad valorem taxes in respect of the Project as set forth in the Approving Resolution, and if the Company so elects, neither the City nor the EDC shall have any obligation to defend or to assume the costs of defense of any such action; and *provided further that* in any such instance, the Company shall indemnify, defend and hold the City, the EDC, and the officers, officials, agents, attorneys, employees and representatives of each of them, all harmless from all such Third Party Actions. The indemnification obligations of the Company under this Section 5.1 shall not be assignable or delegable by the Company without the prior written consent of the City and the EDC and shall survive termination of this Agreement for any reason. In no event shall the City, the EDC or any officer, official, agent, attorney, employee or representative of any of them have any liability to the Company or to any parent or Affiliate of the Company for damages or otherwise in the event that in the event that all or any part of the EEZ

Act, the EEZ, this Agreement, the Approving Ordinance, or any determinations in any of them, the grant of partial real property tax exemption for the Project, the incentives provided under Article IV of this Agreement, or any of them, or any of the transactions or undertakings contemplated under this Agreement, shall be declared invalid or unconstitutional in whole or in part by a final (as to which all rights of appeal have been exhausted or expired) judgment of a court of competent jurisdiction, or as a result of initiation of a Third Party Action, the Company is prevented from enjoying the rights and privileges of the Company under this Agreement or any of the foregoing.

Section 5.2. Cooperation in Annual Report Filings. Pursuant to the EEZ Act, the City or the EDC may be required to file annual reports with the Missouri Department of Economic Development or other entities of the State of Missouri. The Company shall use commercially reasonable efforts to cooperate with the City or the EDC, as applicable, in causing such reporting requirements to be fulfilled and, upon written request of the City or the EDC, as applicable, from time to time delivered, the Company shall promptly reimburse the City or the EDC, as applicable, for all reasonable costs and expenses advanced by the City or the EDC (except for wages paid to employees and officials of the City and the EDC and related benefits) in connection with the preparation and filing of such annual reports.

Section 5.3. Compliance with Section 285.530 of the Revised Statutes of Missouri. Contemporaneous with the Company's execution of this Agreement, the Company shall by sworn affidavit and provision of documentation, affirm the Company's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Project, all as required by Section 285.530 of the Revised Statutes of Missouri, as amended. The Company shall also sign and deliver to the City an affidavit in substantially the form of Exhibit B, attached to and incorporated by reference in this Agreement affirming that the Company does not and will not knowingly employ in connection with the Project any person who is an unauthorized alien and, if and as required by Section 285.530 of the Revised Statutes of Missouri, as amended, the Company shall obtain from each contractor and subcontractor employed by or on behalf of the Company in connection with the Project affidavits affirming that such contractors and subcontractors do not and will not knowingly employ in connection with the Project any person who is an unauthorized alien.

Section 5.4. Representations of the Company. The Company hereby represents and warrants to the City and the EDC that:

- (a) The Company is a duly organized Missouri limited liability company existing and in good standing;
- (b) The execution and delivery of this Agreement by the Company will not conflict with or result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Company or any parent, Affiliate or principal of the Company is a party or by which the Company or any parent, Affiliate or principal of the Company is bound or any applicable articles of organization, or operating agreement, or any of the rules or regulations of any governmental authority applicable to the Company or any parent, Affiliate or principal of the Company;

(c) The Company has full corporate power to execute and deliver and perform the terms and obligations of this Agreement. The Company has been authorized by all necessary action to execute and deliver this Agreement, which shall constitute the legal, valid and binding obligation of the Company, enforceable in accordance with its terms, subject to bankruptcy and other laws affecting creditors' rights generally and to general principles of equity;

(d) There are no actions or proceedings by or before any court, governmental commission, board, bureau, or any other administrative agency pending, threatened, or affecting the Company that would impair its ability to perform under this Agreement; and

(e) The Company has obtained or will obtain as and when required by Applicable Regulations, and shall maintain, all government permits, certificates, and consents (including, without limitation, environmental approvals required by any Applicable Regulations) necessary to conduct the Company's business and to construct, complete, and operate the Project on the Property.

Section 5.5. Survival of Covenants. All warranties, representations, covenants, and agreements of the Company contained in this Article V or elsewhere in this Agreement shall survive termination of this Agreement for any reason.

ARTICLE VI. MISCELLANEOUS PROVISIONS

Section 6.1. Term of Agreement. This Agreement shall continue in force so long as: (a) any PILOT due, or interest thereon, remains unpaid; or (b) the Tax Exemption Terms remain in force with regard to the Project, whichever is later. The rights and privileges granted to and the duties and obligations imposed on the Company by the Approving Resolution and this Agreement shall apply only to the Project and the Property.

Section 6.2. Notices. Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice shall be in writing addressed to the addressees at the addresses set forth below, and transmitted by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified mail, return receipt requested:

If to the City:	City of Moberly 101 West Reed Street - City Hall Moberly Missouri 65270 Attention: City Manager
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If to the EDC:	Moberly Area Economic Development Corporation 115 North Williams Street Moberly, Missouri 65270 Attention: President
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with a copy to: Cunningham, Vogel & Rost, P.C.
 333 South Kirkwood Road, Suite 300
 St. Louis, Missouri 63122
 Attention: Thomas A. Cunningham, Esq.

If to the Company: GRC Real Estate LLC
 5804 Lightpost Drive
 Columbia, Missouri 65201
 Attn: Jigneshkumar Patel

or to such other persons as the parties may designate in writing from time to time in accordance with this Section 6.2 and all said notices shall be deemed given upon the deposit in the United States mail or with an overnight courier or upon hand delivery.

Section 6.3. Further Assistance. The City, the EDC, and the Company each agree to take such actions as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent. The Company shall further cooperate with and assist the City, the EDC, and the Randolph County Assessor as necessary to describe and document from time to time those portions of the Property and the Project that may be eligible for tax exemption as provided in this Agreement.

Section 6.4. Survival; Severability. Any provisions of this Agreement that by their terms provide for or contemplate obligations or duties of a party that are to extend beyond the expiration or termination of this Agreement (and the corresponding rights of the other party to enforce or receive the benefit of such obligations or duties) shall survive such expiration or termination of this Agreement for any reason. The provisions of this Agreement shall be deemed severable. If any word, phrase, term, sentence, paragraph, or other portion of this Agreement shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected by such partial invalidity, and each remaining word, phrase, term, sentence, paragraph covenant, or other portion of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 6.5. Headings; No Presumption; Agreement Preparation. The headings and captions of this Agreement are for convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement of any provision thereof and shall in no way be deemed to explain, modify, amplify or aid in the interpretation or construction of the provisions of this Agreement. All parties to this Agreement and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Agreement and all documents attached as exhibits. This Agreement shall be construed without regard to any presumption or other rule of construction whereby ambiguities within this Agreement or such other document would be construed or interpreted against the party causing the document to be drafted. The parties each further represent that the terms of this Agreement and the documents attached as exhibits have been completely read by them and that those terms are fully understood and voluntarily accepted by them. In any interpretation, construction or determination of the meaning of any provision of this Agreement, no presumption whatsoever shall arise from the fact that the Agreement was prepared by or on behalf of any party.

Section 6.6. Choice of Law; Venue; Waiver of Objections. This Agreement and its performance shall be deemed to have been fully executed, made by the parties in, and governed by and construed in accordance with the laws of the State of Missouri applicable to contracts made and to be performed wholly within such state, without regard to choice or conflict of laws provisions. The parties agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri or in federal court of the Eastern District of Missouri and waive any objection based upon venue or *forum non conveniens* or otherwise.

Section 6.7. Entire Agreement; Amendments; No Waiver by Prior Actions. The parties agree that this Agreement shall constitute the entire agreement among the parties and no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the duly authorized agents of the parties. The failure of any party to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Agreement to be performed or observed by another party shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

Section 6.8. No Waiver of Sovereign Immunity; Remedies and Public Liability Strictly Limited; No Personal Liability. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's sovereign immunity. The Parties agree that remedies for any claim arising out of this Agreement shall be limited to equitable relief including the availability of specific performance and in no event shall the City, the EDC or any of their respective officials, officers, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to the Company or any affiliate, assignee, sublessee, successor, assign, heir or personal representative of the Company in respect of any suit, claim, or cause of action arising out of this Agreement. No official, officer, agent, attorney, employee, or representative of the City or the EDC shall be personally liable to any of the other parties, or the respective assignees, sublessees, Affiliates, successors, assigns, heirs or personal representatives of the other parties in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

Section 6.9. Relationship of the Parties; No Third Party Beneficiaries. Nothing contained in this Agreement nor any act of the Company, the City, or the EDC shall be deemed or construed to create a partnership or agency relationship between or among any party and this Agreement is and shall be limited to the specific purposes set out in this Agreement. Other than as expressly provided in this Agreement, no party shall be the agent of, or have any rights to create any obligations or liabilities binding on, another party. The parties do not intend to confer any benefit under this Agreement on any other person or entity other than the parties to this Agreement.

Section 6.10. Binding Effect. Except as otherwise expressly provided in this Agreement, the covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of the Company, the City and the EDC and respective permitted successors and assigns.

Section 6.11. Assignment Limited. Upon and subject to satisfactory completion of the Project in accordance with this Agreement, the exemption from assessment and payment of ad valorem taxes for the Project granted in the Approving Resolution may be transferred to an Affiliate;

provided that such Affiliate continues to use, operate, and maintain the Project and the Property for the purposes set forth in this Agreement; and *provided further that* such Affiliate agrees in writing in a form reasonably acceptable to the City to assume the obligations of this Agreement including, without limitation, the requirement to provide and maintain and satisfy the Baseline Jobs Requirement and to make PILOTs, all as provided in this Agreement. In the event such Affiliate fails to assume in writing the obligations of this Agreement, the exemption from assessment and payment of ad valorem taxes for the Project shall terminate as of December 31 of the calendar year in which the transfer occurred.

Section 6.12. Execution; Counterparts. Each person executing this Agreement in a representative capacity warrants and represents that he or she has authority to do so, and upon request by another party, proof of such authority will be furnished to the requesting party. This Agreement may be executed at different times and in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and the same instrument, binding on the parties, notwithstanding that both parties may not have executed the same counterpart. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.

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

CITY OF MOBERLY

By: _____
Jerry Jeffrey, Mayor

ATTEST:

Shannon Hance, City Clerk

**MOBERLY AREA ECONOMIC
DEVELOPMENT CORPORATION**

By: Michael R Bugalski
Michael Bugalski, President

ATTEST:

Randy Asby
Secretary Director

GRC REAL ESTATE LLC

By: [Signature]
 Printed Name: Jignesh Kumar Patel
 Its: President

ATTEST:

[Signature]
 Title:

ACKNOWLEDGEMENTS

STATE OF MISSOURI)
) SS.
 COUNTY OF RANDOLPH)

On this ____ day of _____, 2021, before me appeared Jerry Jeffrey, to me personally known, who being by me duly sworn, did say that he is the Mayor of the CITY OF MOBERLY, a city of the third class and Missouri municipal corporation and that the seal affixed to the foregoing instrument is the official seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its Council and said Mayor acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

 Notary Public

My commission expires:

STATE OF MISSOURI)
) SS.
 COUNTY OF RANDOLPH)

On this 1 day of December, 2021 before me appeared Michael Bugalski, to me personally known, who being by me duly sworn, did say that he is the President of the MOBERLY AREA ECONOMIC DEVELOPMENT CORPORATION, a Missouri not for profit corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its board of directors and said President acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Tina M Bealmer
Notary Public

My commission expires: 1/26/2024



TINA M. BEALMER
My Commission Expires
January 26, 2024
Randolph County
Commission #12333424

STATE OF MISSOURI)
) SS.
COUNTY OF Randolph)

On this 1 day of December, 2021 before me appeared Signesh Kumar Patel, to me personally known, who being by me duly sworn, did say that he is the President of GRC REAL ESTATE LLC, a Missouri limited liability company in good standing and that the foregoing instrument was signed in behalf of said company by authority of its governing body and said officer acknowledged said instrument to be the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Tina M Bealmer
Notary Public

My commission expires: 1/26/2024



TINA M. BEALMER
My Commission Expires
January 26, 2024
Randolph County
Commission #12333424

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

Being a tract of improved real property known and numbered as 1420 Becflo Drive Moberly, Missouri 65270.

EXHIBIT BCOMPANY'S AFFIDAVIT REGARDING COMPLIANCE WITH SECTION 285.530
RSMO.

STATE OF MISSOURI)
) SS
COUNTY OF RANDOLPH)

AFFIDAVIT

I, the undersigned, am over the age of 18 years and have personal knowledge of the matters stated herein.

I am a duly authorized officer of GRC REAL ESTATE LLC., a limited liability company duly organized and existing under the laws of the State of Missouri (the "Company"), and am authorized by the Company to attest to the matters set forth herein.

I hereby affirm the Company's enrollment and participation in a "federal work authorization program" as defined in Section 285.525 of the Revised Statutes of Missouri, as amended, with respect to the employees working in connection with improvements to a certain facility located at 1420 Becflo Drive Moberly, Missouri 65270 (the "Project").

The Company does not and will knowingly employ any person who is an "unauthorized alien" as defined in Section 285.525 of the Revised Statutes of Missouri, as amended, in connection with the Project.

Further Affiant Sayeth Not.

GRC REAL ESTATE LLC

By: _____

Printed name: _____

Title: _____

[Signature]

Tina M. Bealmer
President

Subscribed and sworn to before me this 1 day of December, 2021.

Tina M. Bealmer
Notary Public

My commission expires: 1/26/2024



TINA M. BEALMER
My Commission Expires
January 26, 2024
Randolph County
Commission #12333424

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#11.

Department: Public Utilities

Date: February 7, 2022

Agenda Item: A Resolution Of The City Of Moberly, Missouri, Approving A Termination And Release Of Utility Easement And Authorizing The Mayor Of Moberly, Missouri To Execute Said Instrument On Behalf Of The City.

Summary: A utility easement was obtained in 1966 with the intention of running a sewer line for service to adjoining properties. Following the execution of the easement, a decision was made to locate the sewer line in a nearby location to the east of this easement. Moberly Utilities is requesting vacation of this easement to allow for development of the easement property. This utility easement is identified on the attached map.

Recommended

Action: Approve the Resolution. Execute the Termination & Release.

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 checked="" type="checkbox"/> Other <u>Easement Documents</u>

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 OF THE CITY OF MOBERLY, MISSOURI, APPROVING A TERMINATION AND RELEASE OF UTILITY EASEMENT AND AUTHORIZING THE MAYOR OF MOBERLY, MISSOURI TO EXECUTE SAID INSTRUMENT ON BEHALF OF THE CITY.

WHEREAS, on February 17, 1966, Nola Leach executed a Utility Easement granting the City of Moberly an easement over property described on the attached Utility Easement; and

WHEREAS, the city, as of this date, is no longer in need of its rights and benefits under the easement and desires to terminate the easement and release its rights under the easement; and

WHEREAS, attached hereto is a certain Termination and Release of Utility Easement instrument for execution and filing with the land records of Randolph County to accomplish the purpose of this Resolution.

NOW, THEREFORE, BE IT RESOLVED this 7th day of February, 2022, by the City of Moberly, Missouri, that the Nola Leach Utility Easement be terminated and released and that the Mayor of Moberly is hereby directed to execute the attached Termination and Release of Utility Easement on behalf of the city.

BE IT FURTHER RESOLVED, that the City Clerk is directed to attest to the signature of the Mayor and to record said instrument with the Recorder of Deeds for Randolph County, Missouri.

Presiding Officer

ATTEST: _____
City Clerk

Title of Document: Termination and Release of Utility Easement

Date of Document: _____, 2022

Grantor: City of Moberly, Missouri

Grantor's Address: 101 West Reed Street
Moberly, Missouri 65270

Grantee: None

Grantee's Address: None

Full Legal Description:

Land lying, being and situate in the City of Moberly, County of Randolph and State of Missouri to wit: Starting at a point 386 feet north and 199.3 feet east of the intersection of the centerline of U. S. Highway 63 (City Route) and State Route "M"; said point being on the property line between the Leach Lozier properties; thence N. 12 degrees-08' E. 59 feet; thence north 330.6 feet more or less, to the property line between the Leach and Richardson properties; thence east 25 feet; thence south 330.6 feet; thence S. 12 degrees-08' W. 59 feet, more or less, to the property line between Leach and Lozier; thence west 25.7 feet to place of beginning.

TERMINATION AND RELEASE OF UTILITY EASEMENT

THIS TERMINATION AND RELEASE OF UTILITY EASEMENT is executed this ____ day of _____, 2022, by the City of Moberly, Missouri (the "City").

RECITALS

WHEREAS, the City is the beneficiary of a certain Utility Easement (the "Easement") executed by Nola Leach dated February 17, 1966 and recorded in the land records of Randolph County, Missouri in Book 248 at Page 531.

WHEREAS, the Easement encumbered property (the "Property") described as:

Land lying, being and situate in the City of Moberly, County of Randolph and State of Missouri, to wit: Starting at a point 386 feet north and 199.3 feet east from the intersection of the centerline of U. S. Highway 63 (city route) and State Route "M"; said point being on the property line between the Leach and Lozier properties; thence N. 12 degrees-08' E. 59 feet; thence north 330.6 feet more or less, to the property line between the Leach and Richardson properties; thence east 25 feet; thence south 330.6 feet; thence S. 12 degrees-08; W. 59 feet, more or less, to the property line between Leach and Lozier; thence west 25.7 feet to place of beginning.

WHEREAS, the City, as of the date hereof, is no longer in need of its rights and benefits granted under the Easement.

WHEREAS, the City desires to terminate the Easement and release its rights under the Easement with respect to the Property described therein.

WHEREAS, the City Council for the City of Moberly, Missouri adopted Resolution No. ___ on February 7, 2022, authorizing the Mayor of the City of Moberly to execute this Termination and Release of Utility Easement on behalf of the City.

NOW, THEREFORE, the City hereby terminates and releases all of its right, title, interest and benefits in and to the Easement and said Easement shall no longer encumber the Property in any respect whatsoever.

IN WITNESS WHEREOF, we have hereunto set our hands the day and year above written.

CITY OF MOBERLY, MISSOURI

Jerry Jeffrey, Mayor

ATTEST:

Shannon Hance, City Clerk

ACKNOWLEDGMENT

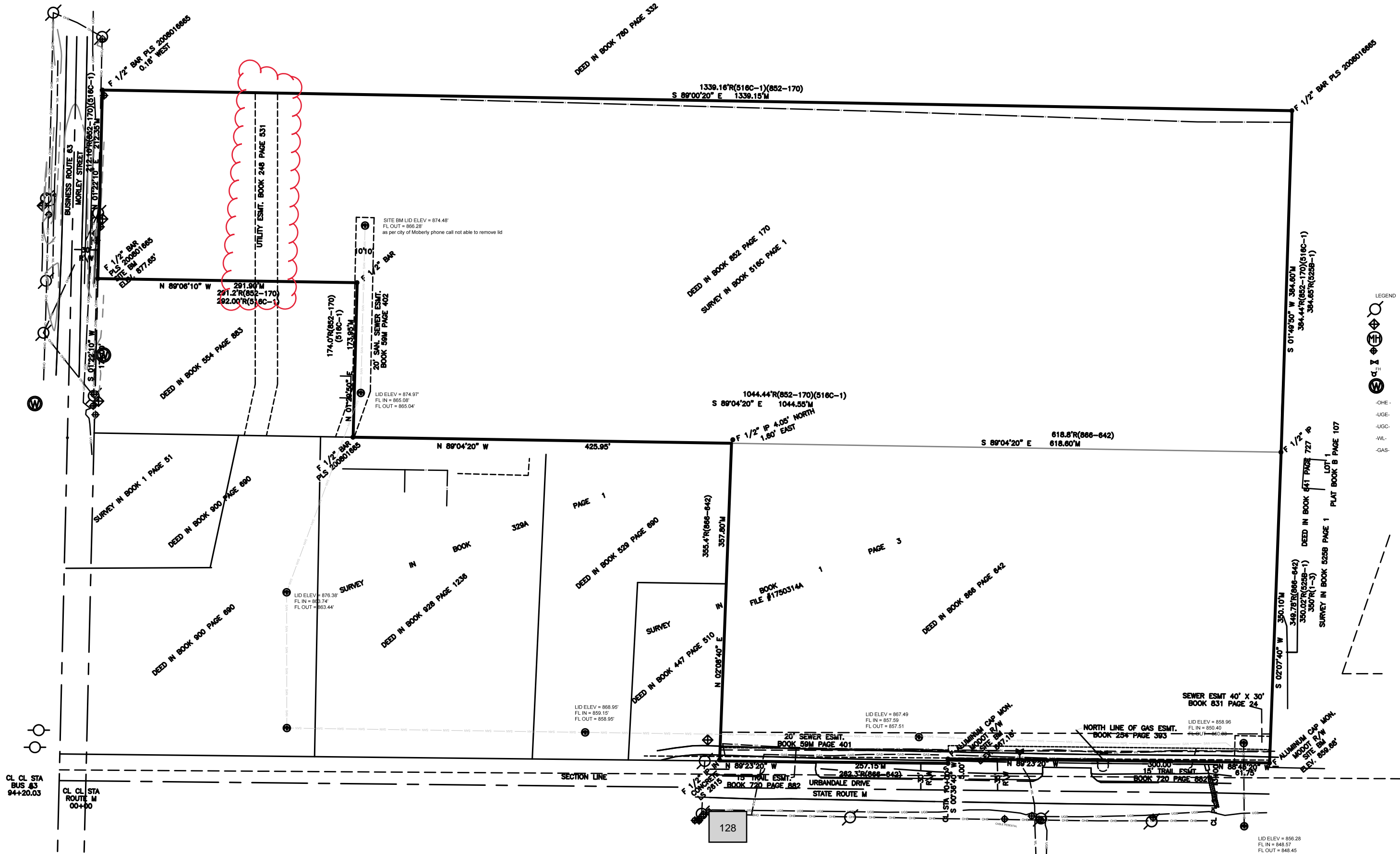
STATE OF MISSOURI)
) ss:
 COUNTY OF RANDOLPH)

On this ____ day of _____, 2022, before me, a notary public in and for said County and State, came Jerry Jeffrey and Shannon Hance, Mayor and City Clerk, respectively, of the City of Moberly, Missouri, a municipal corporation of the State of Missouri, who are personally known to me to the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal, the day and year last above written.

 Notary Public

My Appointment Expires:



City of Moberly

City Council Agenda Summary

Agenda Number: #12.

Department: Public Utilities

Date: February 7, 2022

Agenda Item: A Resolution Approving a Purchase From Utility Service Company, Inc. For Water Tower Mixer Replacements And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

Summary: The City of Moberly Public Drinking Water System contains 3 elevated storage tanks, each equipped with a mixing system to improve water quality. Mixers in the Wicker and Rollins Towers have failed and need replacement. These mixers were originally installed in the Spring of 2011 and have been in continuous use since installation. This is the normal operating life of this type of mixing system. Utility Service Company (Suez Water) is the licensed supplier for Moberly's Pax Mixing System. The replacement cost is \$10,858.00 and \$11,143.00 for a sum of \$22,001.00 and includes installation by Utility Service Company personnel. Each mixer comes with a 5 year parts and 1 year labor warranty.

Recommended

Action: Approve the resolution.

Fund Name: General Equipment Maintenance

Account Number: 301.113.5311

Available Budget \$: \$ 57,090.88

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input checked="" 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 AUTHORIZING THE CITY MANAGER TO PURCHASE
REPLACEMENT MIXERS FOR THE ROLLINS AND WICKER WATER TOWERS
FROM UTILITY SERVICE COMPANY, INC.**

WHEREAS, the mixers in both the Rollins and Wicker Towers have failed and must be replaced; and

WHEREAS, the replacement mixers are available from Utility Service Company, Inc. (“Utility”) pursuant to the terms of the two attached Letter Agreements for a total of \$22,001.00 which includes installation; and

WHEREAS, city recommends accepting the terms of purchase and authorizing the City Manager to execute the attached agreements.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves the purchase of the above described equipment at a total cost of \$22,001.00 from Utility and hereby authorizes the City Manager to execute the agreements therefore.

RESOLVED this 7th day of February, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk



Proposal from
UTILITY SERVICE CO., INC.

#12.

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 855-526-4413 | Fax: 478-987-2991
suez-na.com

Date: December 14, 2021

Submitted by: **Tom Stechmann**

Local Phone: **314-420-4912**

SFID:

CN:

SO:

Proposal Submitted To:			Phone Number:		Fax Number:	
City of Moberly, Missouri			660-269-9410			
Street Address:			Description of Work to be Performed:			
101 West Reed Street			Pax Mixer Replacement			
City:		State:	Zip Code:		Tank Name:	
Moberly		MO			Rollins Tower	
Accounts Payable Contact Name:		Email:		Job Site Address:		
Dana Ulmer		dulmer@cityofmoberly.com		400 East Rollins Ave-Moberly, MO		
Job Contact (Inspection Reports):		Email:		County / Parish:	Tank Size:	Tank Style:
Matt Everts		meverts@cityofmoberly.com		Randolph	250,000	Elevated

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

1. Furnish and install a Pax PWM 400 replacement mixer for the Rollins Tower @ \$10,858.00.

Please sign and date this proposal and fax one copy to our office.

Ten Thousand Eight Hundred Fifty Eight and -----00/100 Dollars \$10,858.00

Payment to be made as follows:

Payment Due in Full Upon Completion of Work – plus all applicable taxes

Remittance Address: Utility Service Co., Inc., P O Box 207362, Dallas, TX 75320-7362

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
USCI Signature

Note: This proposal may be withdrawn by us if not accepted within Sixty (60) days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Fiscal Yr Beginning Month _____

Signature _____

Date of Acceptance _____

Printed Name _____



Proposal from
UTILITY SERVICE CO., INC.

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 855-526-4413 | Fax: 478-987-2991
suez-na.com

#12.

Date: December 14, 2021

Submitted by: **Tom Stechmann**

Local Phone: **314-420-4912**

SFID:

CN:

SO:

Proposal Submitted To: City of Moberly, Missouri			Phone Number: 660-269-9410		Fax Number:	
Street Address: 101 West Reed Street			Description of Work to be Performed: Pax Mixer Replacement			
City: Moberly		State: MO	Zip Code:		Tank Name: Wicker Tower	
Accounts Payable Contact Name: Dana Ulmer		Email: dulmer@cityofmoberly.com		Job Site Address: 100 Wicker street-Moberly, MO		
Job Contact (Inspection Reports): Matt Everts		Email: meverts@cityofmoberly.com		County / Parish: Randolph	Tank Size: 500,000	Tank Style: Elevated

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

1. Furnish and install a Pax PWM 400 replacement mixer for the Wicker Tower @ \$11,143.00.

Please sign and date this proposal and fax one copy to our office.

Eleven Thousand One Hundred Forty Three and -----00/100 Dollars \$11,143.00

Payment to be made as follows:

Payment Due in Full Upon Completion of Work – plus all applicable taxes

Remittance Address: Utility Service Co., Inc., P O Box 207362, Dallas, TX 75320-7362

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
USCI Signature

Note: This proposal may be withdrawn by us if not accepted within Sixty (60) days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Fiscal Yr Beginning Month _____

Signature _____

Date of Acceptance _____

Printed Name _____

City of Moberly

City Council Agenda Summary

Agenda Number: _____

Department: Public Utilities

Date: February 7, 2022

Agenda Item: A Resolution Accepting A Contract Addendum With Suez Water For Chemical Cleaning And Mixing System Inspection Services For Rollins Tower And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

Summary: In 2003 the City of Moberly and what is now Suez Water (formerly Utility Service Company, Inc.) entered into contract for water tower maintenance for the Rollins Tower, a 250,000 gallon storage tank. This contract includes semiannual inspections and tower cleaning and painting, interior and exterior, when needed. In 2011, Moberly engaged Suez Water to install mixing systems in two of the three elevated tanks to eliminate water stratification. The City of Moberly would like to add a service to each of the existing tank service contracts with the addition of chemical cleaning during the biennial clean & inspect events and maintenance services for the mixing system. This represents an added annual fee that covers everything in regard to the mixer, mixer maintenance, control panels, labor, and future replacements. With the approval of the addendums, the mixers and equipment become Suez' full responsibility. Moberly Utilities will never have to pay to have the tank repaired or replaced as long as this service is in force.

Tank	Volume (gallons)	Annual Fee	Proposed Change	New Annual Fee	% Increase
Rollins	250,000	\$15,104.80	\$2,449.00	\$17,553.80	16%
Sparks	1,000,000	\$34,122.40	\$3,337.00	\$37,459.40	9.8%
Wicker	500,000	\$20,433.24	\$2,793.00	\$23,226.24	13.7%
		\$69,660.44	\$8,579.00	\$78,239.44	12.3%

Recommended

Action: Approve the resolution

Fund Name: Contracted Services

Account Number: 301.113.5406

Available Budget \$: Will increase this overall contract expenditure by \$2,449.00 annually. Scheduled to begin March 1, 2022. Budget will be adjusted accordingly to accommodate this increase.

ATTACHMENTS:

☐ Memo
☐ Staff Report
☐ Correspondence
☐ Bid Tabulation
☐ P/C Recommendation
☐ P/C Minutes
☐ Application
☐ Citizen
☐ Consultant Report

☐ Council Minutes
☐ Proposed Ordinance
☒ Proposed Resolution
☐ Attorney's Report
☐ Petition
☐ Contract
☐ Budget Amendment
☐ Legal Notice
☐ Other Contract Addendum

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 EXECUTE A
CONTRACT ADDENDUM WITH SUEZ TREATMENT SOLUTIONS, INC., FOR
SERVICING THE ROLLINS WATER TANK.**

WHEREAS, attached hereto is a Letter Agreement (the “Agreement”) with Suez Treatment Solutions, Inc., (“Suez”) amending the existing July 28, 2003, contract with Utility Services Company, Inc. (now Suez) for servicing the Rollins water tank; and

WHEREAS, the Addendum provided for in the Agreement includes adding a Chemical Clean Service and Mixing System Service annually for an additional \$2,449.00; and

WHEREAS, city staff is recommending approval of the Agreement and authorizing the City Manager or his designee to execute the Agreement.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves the Agreement and authorizes the City Manager or his designee to execute the Agreement on behalf of the city and to take such other and further action necessary to accomplish the purposes of this Resolution.

RESOLVED this 7th day of February, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk



December 14, 2021

Dana Ulmer
City of Moberly, MO
101 West Reed Street
Moberly, MO 65270

RE: Addendum to Water Tank Maintenance Contract with Utility Service Co., Inc.

Dear Dana Ulmer:

This letter agreement shall serve as an addendum to the Water Tank Maintenance Contract ("Original Contract") described as follows:

Original Contract Date	Tank Name	Gallons	Type	Tank Project#	Customer #
28-JUL-2003	ROLLINS TANK	250,000	ELEVATED	109865	15408

The following Chemical Clean Service and Mixing System Service shall be added to the Original Contract:

1. **Chemical Clean Service.**
 1. During the washout/inspections, The Company will apply an NSF 60 approved chemical cleaning agent to the interior walls and floor surfaces of the Tank to treat mineral build-up and bio-film that form on the interior tank surfaces. The Company will 'fresh water' rinse the interior walls and floor surfaces to remove the cleaning agent and to dilute residual concentrations. The Company will also ensure that the rinse water is disposed of in on-site drainage.
2. **Mixing System Service.**
 1. The Company will inspect and service the Mixer each year. The mixer will be thoroughly inspected to ensure that it is in good working condition. The Company shall furnish engineering and inspection services needed to maintain and repair the mixer during the term of the Contract.
 2. The Owner shall be responsible for draining the tank if determined necessary by the Company due to operational problems with the mixing system. The provisions of the Original Contract to be followed in this circumstance.

TERMS: The cost for the Mixing System and Chemical Clean services will be an additional \$2,449.00 per Contract Year beginning March 1, 2022, with increases as defined in the Original Contract. This is in addition to any annual fees set forth in the Original Contract. Billing frequency shall remain quarterly.

Should the City of Moberly, MO elect to cancel this addendum and/or the Original Contract, then the then-current balance of the Additional Fee shall be due and payable within thirty (30) days of the notice to cancel. The payment of the then-current balance of annual fees shall be governed by the terms of the Original Contract. Any and all other aspects of the Original Contract not addressed in this addendum shall remain unmodified and in full force and effect.

I appreciate this opportunity and look forward to working with you in the future.

Sincerely,



Brian Kelleer
Vice President, Central Region

City of Moberly, MO

Authorizing Signature: _____ **Title:** _____

The above signatory certifies that he or she is duly authorized to sign this Addendum on behalf of the entity(ies) represented.

Printed Name: _____ **Date:** _____

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#14.

Department: Public Utilities

Date: February 7, 2022

Agenda Item: A Resolution Accepting A Contract Addendum With Suez Water For Chemical Cleaning And Mixing System Inspection Services For Sparks Tower And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

Summary: In 2003 the City of Moberly and what is now Suez Water (formerly Utility Service Company, Inc.) entered into contract for water tower maintenance for the Sparks Tower, a 1,000,000 gallon storage tank. This contract includes semiannual inspections and tower cleaning and painting, interior and exterior, when needed, for each tank. In 2011, Moberly engaged Suez Water to install mixing systems in two of the three elevated tanks to eliminate water stratification. The City of Moberly would like to add a service to each of the existing tank service contracts with the addition of chemical cleaning during the biennial clean & inspect events and maintenance services for the mixing system. This represents an added annual fee that covers everything in regard to the mixer, mixer maintenance, control panels, labor, and future replacements. With the approval of the addendums, the mixers and equipment become Suez' full responsibility. Moberly Utilities will never have to pay to have the tank repaired or replaced as long as this service is in force.

Tank	Volume (gallons)	Annual Fee	Proposed Change	New Annual Fee	% Increase
Rollins	250,000	\$15,104.80	\$2,449.00	\$17,553.80	16%
Sparks	1,000,000	\$34,122.40	\$3,337.00	\$37,459.40	9.8%
Wicker	500,000	\$20,433.24	\$2,793.00	\$23,226.24	13.7%
		\$69,660.44	\$8,579.00	\$78,239.44	12.3%

Recommended

Action: Approve the resolution.

Fund Name: Contracted Services

Account Number: 301.113.5406

Available Budget \$: This will increase the overall contract expenditure by \$3,337.00 annually. Scheduled to begin March 1, 2022. Budget will be adjusted accordingly to accommodate this increase.

ATTACHMENTS:

☐ Memo
☐ Staff Report
☐ Correspondence
☐ Bid Tabulation
☐ P/C Recommendation
☐ P/C Minutes
☐ Application
☐ Citizen
☐ Consultant Report
☐ Council Minutes
☐ Proposed Ordinance
☒ Proposed Resolution
☐ Attorney's Report
☐ Petition
☐ Contract
☐ Budget Amendment
☐ Legal Notice
☒ Other Contract Addendum

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 EXECUTE A CONTRACT ADDENDUM WITH SUEZ TREATMENT SOLUTIONS, INC., FOR SERVICING THE SPARKS TOWER WATER TANK.

WHEREAS, attached hereto is a Letter Agreement (the “Agreement”) with Suez Treatment Solutions, Inc., (“Suez”) amending the existing July 28, 2003, contract with Utility Services Company, Inc. (now Suez) for servicing the Sparks Tower water tank; and

WHEREAS, the Addendum provided for in the Agreement includes adding a Chemical Clean Service and Mixing System Service annually for an additional \$3,337.00; and

WHEREAS, city staff is recommending approval of the Agreement and authorizing the City Manager or his designee to execute the Agreement.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves the Agreement and authorizes the City Manager or his designee to execute the Agreement on behalf of the city and to take such other and further action necessary to accomplish the purposes of this Resolution.

RESOLVED this 7th day of February, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk



City of Moberly, MO Mixer MP and
Chemical Clean (4-20-2021 Final Draft) Page 1 of 2

April 21, 2021

Matt Everts
City of Moberly, MO
101 West Reed Street
Moberly, MO 65270

RE: Addendum to Water Tank Maintenance Contract with Utility Service Co., Inc. (The Company)

Dear Mr. Everts,

This letter agreement shall serve as an addendum to the Water Tank Maintenance Contract ("Original Contract") described as follows:

Original Contract Date	Tank Name	Gallons	Type	Tank#	Customer #
7-28-2003	Sparks Tank	1,000,000	Fluted Column	109864	15408

The following Chemical Clean Service and Mixing System Installation and Service shall be added to the Original Contract:

1. Chemical Clean Service.

1. During the washout/inspections, The Company will apply an NSF 60 approved chemical cleaning agent to the interior walls and floor surfaces of the Tank to treat mineral build-up and bio-film that form on the interior tank surfaces. The Company will 'fresh water' rinse the interior walls and floor surfaces to remove the cleaning agent and to dilute residual concentrations. The Company will also ensure that the rinse water is disposed of in on-site drainage.

2. Mixing System Service.

1. The Company will inspect and service the PAX PWM 400 Mixer each year. The mixer will be thoroughly inspected to ensure that it is in good working condition. The Company shall furnish engineering and inspection services needed to maintain and repair the mixer during the term of the Contract.

2. The Owner shall be responsible for draining the tank if determined necessary by the Company due to operational problems with the mixing system. The provisions of the Original Contract to be followed in this circumstance.

TERMS: The cost for the Chemical Clean Service and Mixing System Service will be an additional \$3,337.00 ("Additional Fee") for the Sparks Tank. The Additional Fee will be in addition to any annual fees set forth in the Original Contract, and the payments for the Additional Fee will be quarterly payments being in the amount of \$834.25. Billing for this addendum will begin June 1, 2021 and billing frequency for all fees shall remain quarterly, with increases as defined in the Original Contract.

Should City of Moberly, MO elect to cancel this addendum and/or the Original Contract, then the then-current balance of the Additional Fee shall be due and payable within thirty (30) days of the notice to cancel. The payment of the then-current balance of annual fees shall be governed by the terms of the Original Contract. Any and all other aspects of the Original Contract not addressed in this addendum shall remain unmodified and in full force and effect.

I appreciate this opportunity and look forward to working with you in the future.

Sincerely,



Nichole Grasma
Director of Sales, Central Region

City of Moberly, MO

Authorizing Signature: _____ **Title:** _____

The above signatory certifies that he or she is duly authorized to sign this Addendum on behalf of the entity(ies) represented.

Printed Name: _____ **Date:** _____

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#15.

Department: Public Utilities

Date: February 7, 2022

Agenda Item: A Resolution Accepting A Contract Addendum With Suez Water For Chemical Cleaning And Mixing System Inspection Services For Wicker Tower And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

Summary: In 2003 the City of Moberly and what is now Suez Water (formerly Utility Service Company, Inc.) entered into contract for water tower maintenance for the Wicker Tower, a 500,000 gallon storage tank. This contract includes semiannual inspections and tower cleaning and painting, interior and exterior, as needed. In 2011, Moberly engaged Suez Water to install mixing systems in two of the three elevated tanks to eliminate water stratification. The City of Moberly would like to add a service to each of the existing tank service contracts with the addition of chemical cleaning during the biennial clean & inspect events and maintenance services for the mixing system. This represents an added annual fee that covers everything in regard to the mixer, mixer maintenance, control panels, labor, and future replacements. With the approval of the addendums, the mixers and equipment become Suez' full responsibility. Moberly Utilities will never have to pay to have the tank repaired or replaced as long as this service is in force.

Tank	Volume (gallons)	Annual Fee	Proposed Change	New Annual Fee	% Increase
Rollins	250,000	\$15,104.80	\$2,449.00	\$17,553.80	16%
Sparks	1,000,000	\$34,122.40	\$3,337.00	\$37,459.40	9.8%
Wicker	500,000	\$20,433.24	\$2,793.00	\$23,226.24	13.7%
		\$69,660.44	\$8,579.00	\$78,239.44	12.3%

Recommended

Action: Approve the resolution

Fund Name: Contracted Services

Account Number: 301.113.5406

Available Budget \$: This will increase the overall contract expenditure by \$2,793.00 annually. Scheduled to begin March 1, 2022. Budget will be adjusted accordingly to accommodate this increase.

ATTACHMENTS:

☐ Memo
☐ Staff Report
☐ Correspondence
☐ Bid Tabulation
☐ P/C Recommendation
☐ P/C Minutes
☐ Application
☐ Citizen
☐ Consultant Report

☐ Council Minutes
☐ Proposed Ordinance
☒ Proposed Resolution
☐ Attorney's Report
☐ Petition
☐ Contract
☐ Budget Amendment
☐ Legal Notice
☐ Other Contract Addendum

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 EXECUTE A CONTRACT ADDENDUM WITH SUEZ TREATMENT SOLUTIONS, INC., FOR SERVICING THE WICKER STREET WATER TANK.

WHEREAS, attached hereto is a Letter Agreement (the “Agreement”) with Suez Treatment Solutions, Inc., (“Suez”) amending the existing July 28, 2003, contract with Utility Services Company, Inc. (now Suez) for servicing the Wicker Street water tank; and

WHEREAS, the Addendum provided for in the Agreement includes adding a Chemical Clean Service and Mixing System Service annually for an additional \$2,793.00; and

WHEREAS, city staff is recommending approval of the Agreement and authorizing the City Manager or his designee to execute the Agreement.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves the Agreement and authorizes the City Manager or his designee to execute the Agreement on behalf of the city and to take such other and further action necessary to accomplish the purposes of this Resolution.

RESOLVED this 7th day of February, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk



December 14, 2021

Dana Ulmer
City of Moberly, MO
101 West Reed Street
Moberly, MO 65270

RE: Addendum to Water Tank Maintenance Contract with Utility Service Co., Inc.

Dear Dana Ulmer:

This letter agreement shall serve as an addendum to the Water Tank Maintenance Contract ("Original Contract") described as follows:

Original Contract Date	Tank Name	Gallons	Type	Tank Project#	Customer #
28-JUL-2003	WICKER STREET TANK	500,000	ELEVATED	109866	15408

The following Chemical Clean Service and Mixing System Service shall be added to the Original Contract:

1. **Chemical Clean Service.**

1. During the washout/inspections, The Company will apply an NSF 60 approved chemical cleaning agent to the interior walls and floor surfaces of the Tank to treat mineral build-up and bio-film that form on the interior tank surfaces. The Company will 'fresh water' rinse the interior walls and floor surfaces to remove the cleaning agent and to dilute residual concentrations. The Company will also ensure that the rinse water is disposed of in on-site drainage.

2. **Mixing System Service.**

1. The Company will inspect and service the Mixer each year. The mixer will be thoroughly inspected to ensure that it is in good working condition. The Company shall furnish engineering and inspection services needed to maintain and repair the mixer during the term of the Contract.

2. The Owner shall be responsible for draining the tank if determined necessary by the Company due to operational problems with the mixing system. The provisions of the Original Contract to be followed in this circumstance.

TERMS: The cost for the Mixing System and Chemical Clean services will be an additional \$2,793.00 per Contract Year beginning March 1, 2022, with increases as defined in the Original Contract. This is in addition to any annual fees set forth in the Original Contract. Billing frequency shall remain quarterly.

Should the City of Moberly, MO elect to cancel this addendum and/or the Original Contract, then the then-current balance of the Additional Fee shall be due and payable within thirty (30) days of the notice to cancel. The payment of the then-current balance of annual fees shall be governed by the terms of the Original Contract. Any and all other aspects of the Original Contract not addressed in this addendum shall remain unmodified and in full force and effect.

I appreciate this opportunity and look forward to working with you in the future.

Sincerely,



Brian Kelleher
Vice President, Central Region

City of Moberly, MO

Authorizing Signature: _____ **Title:** _____

The above signatory certifies that he or she is duly authorized to sign this Addendum on behalf of the entity(ies) represented.

Printed Name: _____ **Date:** _____

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#16.

Department: Comm. Dev.

Date: February 7, 2022

Agenda Item: A Resolution Amending The Purchase Price The For A Tandem Axle Dump Truck From Scheppers International Truck Center.

Summary: We bid the truck with Al Schepper's International, and they sub the bed from Henderson. Due to the long wait times for trucks, Henderson understandably doesn't buy all the materials and fabricate bed at time of order. Most companies wouldn't set on significant inventory for that long of time. As a result, due to the massive jump in steel prices, Henderson has asked for an increase of \$6,446.40, and claims they are still absorbing some of the cost increase at that price.

Al Schepper's is asking for a \$3,000 increase on the chassis, as the cost of materials and the truck will now be a 2023 vs. a 2022. This was a thinner argument for me than the subcontracted bed, however our alternative is to re-bid the truck. If we do that, the price for truck and bed will not only be significantly higher than this increase, we would also loose the chassis currently in production and they are not even taking any more orders in calendar year 2022. It could likely be 2024 before we could potentially get another truck.

Whether we agree with the reasoning or not, this is our best price and opportunity to get the truck we need.

I suggested that as long as the market remains as volatile on materials and pricing that going forward they suggest partial upfront payment so they can order materials at the time of agreement and lock in costs so they won't have to come back to the table after the fact again.

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 AMENDING THE PURCHASE PRICE THE FOR A TANDEM AXLE DUMP TRUCK FROM SCHEPPERS INTERNATIONAL TRUCK CENTER.

WHEREAS, on April 19, 2021, by Resolution No. R1058, this council accepted the bid of Scheppers International Truck Center (“Scheppers”) and authorized the purchase of a 2021 HV507 SFA Tandem Axle Dump Truck for the sum of \$127,265.00; and

WHEREAS, before the truck could be ordered and purchased the cost of iron increased thereby increasing the cost of the truck by \$9,446.40; and

WHEEREAS, city staff recommends acceptance of the new purchase price of \$136,711.40 for a 2022 dump truck.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby authorizes the City Manager to purchase a 2022 International HV507 SFA dump truck and related equipment from Scheppers International Truck Center for \$136,711.40.

RESOLVED this 7th day of February, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk



January 25, 2022

TO: City of Moberly
101 W Reed Street
Moberly MO 65270

RE: Price Adjustment

Dear Valued Partner,

The COVID-19 pandemic has brought many challenges for everyone over the past 2 years. We have learned a great deal on how to protect our workforce while continuing to deliver industry leading products and services. The business aspect of this ongoing pandemic has much longer tails than anyone anticipated when all this began.

Global supply chain constraints and record levels of inflation are impacting everyone in ways that haven't been experienced for decades. Henderson Products has absorbed a great deal of these increases over the months since the pandemic began. However, the continued escalation in costs and in many cases, significant delays in chassis availability, we can no longer maintain this strategy. As a result, we respectfully request a pricing update on your current order.

We have included supplemental information to provide background on the raw material costs which are driving the increase in our prices.

Please contact myself, Mike Peterson, Vice President of Sales, or your Henderson Sales Representative for any questions you have.

Thank you for your continued business with Henderson Products.

Todd Fierro | *President*
Henderson Products, Inc.
PH: (800) 359-4970

4/28/22



Price Adjustment Detail

COP:	<u>248790</u>	Date Prepared:	1/18/2022
Bill To:	SCHEPPERS INTERNATIONAL TRUCK	Customer PO:	SIGNED QUOTE
End User:	City of Moberly	Quote:	147010

Order Summary:

PO Value Per Build	\$	40,290.00
Quantity of Builds		1
Total PO Value	\$	40,290.00

Required Price Adjustment Per Build	\$	6,446.40
Quantity of Builds		1
Total Required Adjustment	\$	6,446.40

Signature

Date

Notes:

Due to the extreme increase in material costs from the time this order was quoted to the time Henderson Products is manufacturing this equipment, Henderson Products requests this adjustment to cover the increased material costs.

Your signature above is agreement to pay the invoiced amount listed in the Total Required Adjustment line upon completion of our work.

BILL NO: R105BRESOLUTION NO: R2105B

A RESOLUTION ACCEPTING THE BID OF SCHEPPERS INTERNATIONAL TRUCK CENTER FOR A 2021 HV507 SFA TANDEM AXLE DUMP TRUCK WITH ACCESSORIES AND AUTHORIZING THE PURCHASE FOR \$127,265.00.

WHEREAS, the City of Moberly advertised for bids in the Moberly Monitor Index for one new 2021/2022 Tandem Axle Dump Truck with snowplow and spreader; and

WHEREAS, bids were opened on March 23, 2021 with one responsive bid from Scheppers International Truck Center ("Scheppers") for a 2021 HV507 SFA Tandem Axle Dump Truck with a snowplow and spreader in the amount of \$127,265.00; and

WHEREAS, the Moberly Public Works department recommends acceptance of the Scheppers' bid in the amount of \$127,265.00.

THEREFORE, the Moberly, Missouri, City Council accepts the bid of Scheppers and authorizes the City Manager or his designee to purchase the specified dump truck for the price of \$127,265.00.

RESOLVED this 19th day of April, 2021, by the Council of the City of Moberly, Missouri.

Presiding Officer of Meeting

ATTEST:

Shannon Hance
City Clerk



Letter# : G-797C
Content Type : Product Pricing
Posted Date : 11/23/2021
Effective Date : 11/23/2021
Expiration Date : 12/31/9999

APPLICABLE TO UNITED STATES DEALERS ONLY

International® Trucks 2022 and 2023

Model Year Commodity Surcharges

This Supersedes Product Pricing Letter G-797B

Updated (11/23/2021) – Revised Surcharge

As you have heard in many previous dealer town hall calls, we continue to see supplier disruptions and significant cost increases impacting our industry. Many of the major commodities used in production of our vehicles are seeing large increases including steel, aluminum, copper, and resins.

Despite our best efforts, global marketplace dynamics continue to increase our costs and International has absorbed these material cost increases to date. Competitors are seeing the same impact as we have seen with their recent announcements of price increases and surcharges. Therefore, International is implementing the following **surcharges** that will be applied on both Model Year 2022 and 2023 truck production.

Surcharge Details

- **MY22:** All MY22 production on/after July 1, 2021 will have the below non-discountable surcharge applied to the factory invoice.
- **MY23:** All MY23 production will have the below non-discountable surcharge applied to the factory invoice. This will replace the MY22 surcharge.

		All units built before January 1, 2022	All units built on or after January 1, 2022
International® Model	MY22 Surcharge	MY23 Surcharge	MY23 Updated Surcharge
MV™	\$500	\$750	\$2,500
HV™ Medium Duty (incl. AWD)	\$500	—	\$3,000
HV™ Heavy Duty	\$500	—	\$4,000
HX®	\$500	—	\$4,000
RH™, LT®, LoneStar®	\$500	—	\$3,500
CV™	\$300*	\$500*	\$2,500

*CV Model Year is MY21 (\$300), MY22 (\$500) and MY23 (\$2,500).

Additional Notes

- Surcharge will be applied to all existing stock and sold orders.
- Surcharge will be administered as a **non-discountable** charge on the invoice.
- Dealers are responsible for notifying customers and adjusting their Sales Tools proposals accordingly to account for this additional charge on current orders and quotes as well as new quotes. **The surcharge impacts noted will not automatically be updated in Sales Tools proposals.**

Cancellation Waivers

- Any program orders that are defined as non-cancelable and are scheduled to be built after June 30, 2021 will be allowed to cancel if cancelled by May 31, 2021.
 - Any program orders that are defined as non-cancelable and are scheduled to be built after November 30, 2021 will be allowed to cancel if cancelled by September 7, 2021.
- Any orders scheduled to be built after June 30, 2021, will have cancellation charges waived if cancelled by May 31, 2021.
 - Any orders scheduled to be built after November 30, 2021 will have cancellation charges waived if cancelled by September 7, 2021.
- **Any orders scheduled to be built after January 1, 2022, will have cancellation charges waived if cancelled between November 23, 2021 and December 15, 2021.**

Price Guarantee Policy

- The non-discountable surcharge outlined above is a per unit charge and is not subject to price guarantee.
- All stock and sold orders produced on July 1, 2021 will be subject to the Surcharge outlined above, regardless of effective date of an approved SPA or Sales Program.

If you have any questions, please contact your regional Central Sales Administration representative at 331-332-5700.

City of Moberly

City Council Agenda Summary

Agenda Number: #17.

Department: Parks and Recreation

Date: February 7, 2022

Agenda Item: A Resolution Accepting The Bid Of L & J Development, Inc., For The Amphitheater Base Bid And Alternates 1 And 2 And Authorizing Contracting For The Project.

Summary: Advertisement was made and approximately 17 companies were directly reached out to regarding the Request for Proposals for an amphitheater and two alternates.

Attached is the list of the price points received for the Base Bid (amphitheater structure), Alternate 1 (Grading and terraces for grass seating), and Alternate 2 (a concrete service road around the amphitheater).

The Base Bid included the addition of restrooms and a storage room on the back which was not originally a part of the plan. We were hoping if it came in with a modest increase, we could have those available in case any future talent wanted close restrooms/changing rooms behind the stage, but they came in far too high to justify given the little use they would receive over time.

We went back to the lowest overall bidder – L&J Development – and negotiated the scope to get the cost down to something more digestible which is the attached \$394,134.44 including the base bid (amphitheater structure) and alternates (terraced seating and concrete service road around the amphitheater and seating).

Recommended

Action: Approve the Resolution.

Fund Name: Parks – Capital Improvement

Account Number: 115.041.5502

Available Budget \$: \$695,934.49

ATTACHMENTS:

<input checked="" 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 checked="" type="checkbox"/> Other _____

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Davis** _____

M___ S___ **Kyser** _____

Passed Failed

BILL NO.____

RESOLUTION NO.____

A RESOLUTION ACCEPTING THE BID OF L & J DEVELOPMENT, INC., FOR THE AMPHITHEATER BASE BID AND ALTERNATES 1 AND 2 AND AUTHORIZING CONTRACTING FOR THE PROJECT.

WHEREAS, city staff requested proposals for the Amphitheater structure and separate bids for grading and terraces for grass seating (Alternate #1) and a concrete service road around the amphitheater (Alternate #2); and

WHEREAS, three bids were received for each phase; however, all base bids were over budget and rejected; and

WHEREAS, the base bid of L & J Development was the lowest received and city staff requested they rebid the base bid in light of errors in their original bid which resulted in a revised base bid and Alternate bids for 1 and 2 in the total amount of \$394,134.44; and

WHEREAS, L & J Development, Inc. was the lowest responsible bidder and staff recommends accepting all bids and authorizing contracting in those amounts.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts the bid of L & J Development, Inc., for the Amphitheater Base Bid and Alternates #1 and #2 and authorizes the City Manager to contract for said services including additional work which may be necessary to complete the project and to take such further and additional actions as may be required to accomplish the purposes of this Resolution.

RESOLVED this 7th day of February, 2022 by the Council of the City of Moberly, Missouri.

 Presiding Officer at Meeting

ATTEST:

 Shannon Hance, City Clerk

To: City Council
From: Troy Bock, Director
Date: January 21, 2022
Subject: Amphitheater Update

In meetings over the last two weeks on the staff level and with L&J Development, it was determined that since they were the low bid overall on the amphitheater bid we could renegotiate the scope to reduce costs on the base bid (bandshell structure) to bring the costs more in line with what we were hoping to see. We achieved this by removing the restroom and storage room structure and related concrete, utilities, etc. as well as removing some costs inadvertently included in the base bid that were beyond the initial scope. The restroom was not a public restroom, but for the talent only as noted at the January 3rd Council Work Session. The value we would have obtained over the life of the facility for a few events each year was not worth the expense based on where the bids came in, particularly since most notable talent prefers the security, comfort, and convenience of their bus.

By eliminating this from the scope, the overall cost of the amphitheater structure, concrete service road, and terraced seating (base and alternates) are a combined \$394,134.44, cutting the cost not quite in half.

This has been taken through Park Board this week and they approve of this more pragmatic approach. We plan to bring this for approval at the February 7th City Council meeting. This allows the City to get the whole project under contract and moving forward with one company and at a more reasonable price.

CITY OF MOBERLY
 Hawthell Park Amphitheater 2pm
"BID OPENING"

Date: 12-10-2021

Byrne + Jones Construction

\$ Base Bid \$578,100.00
 Alternate 1 \$55,000.00
 \$ Alternate 2 \$165,500.00

Integra, Inc.

\$ Base Bid \$ ^{Timber frame} 640,000.00
 1 2 \$ 345,000.00 stick frame w/ modula
 \$ 3 \$ 375,000.00 -metal frame
 Alternate 1 \$30,000.00
 \$ Alternate 2 \$148,000.00

L & J Development

\$ Base Bid \$ 649,016.49
 Alternate 1 \$ 38,502.00
 \$ Alternate 2 \$ 69,552.00

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

BUDGET COST ESTIMATE

L&J Development Inc

801 N Morley Street - PO Box 715
Moberly, Missouri 65270
(660) 269-8008
www.ljdevelopment.com

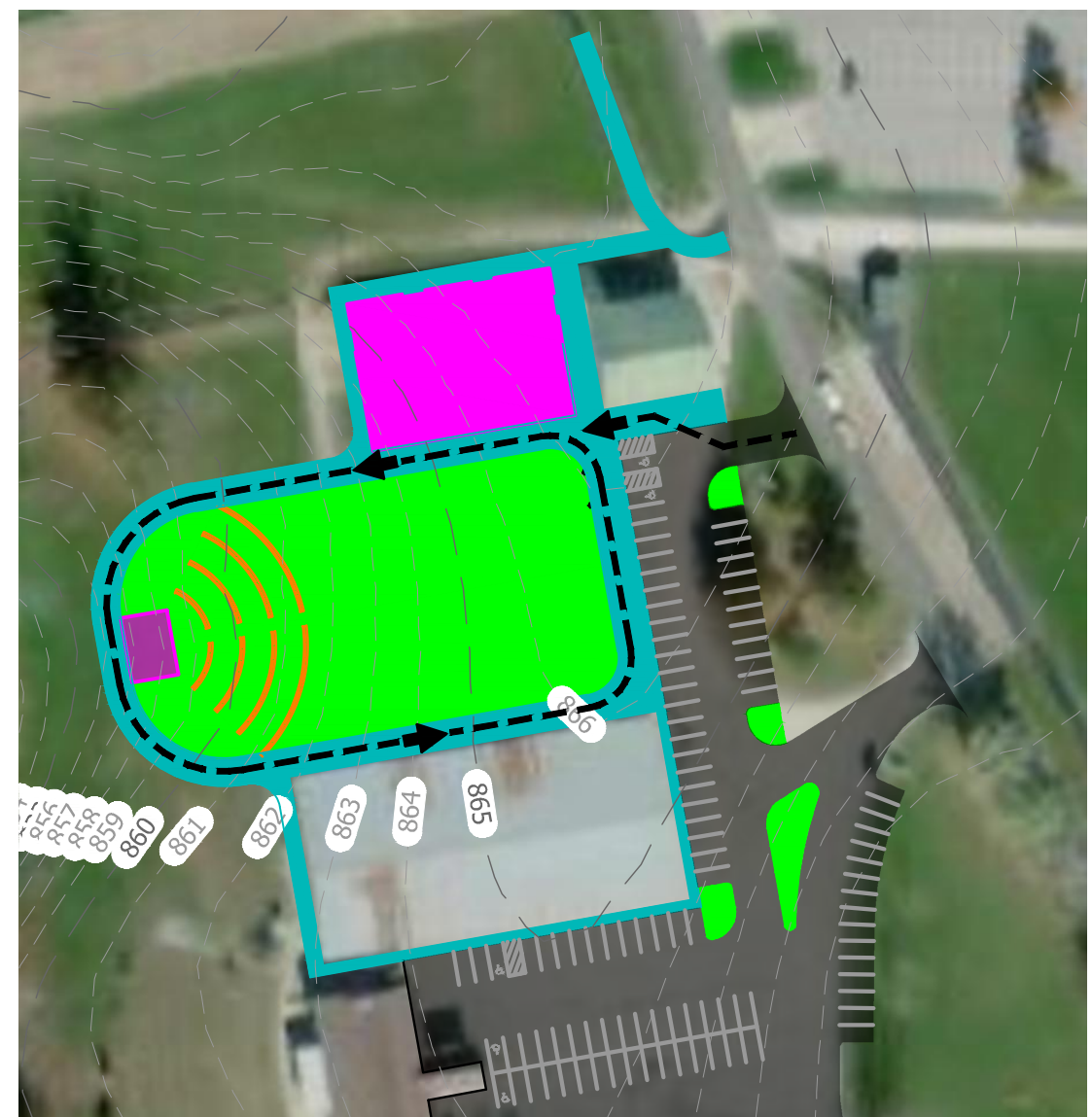
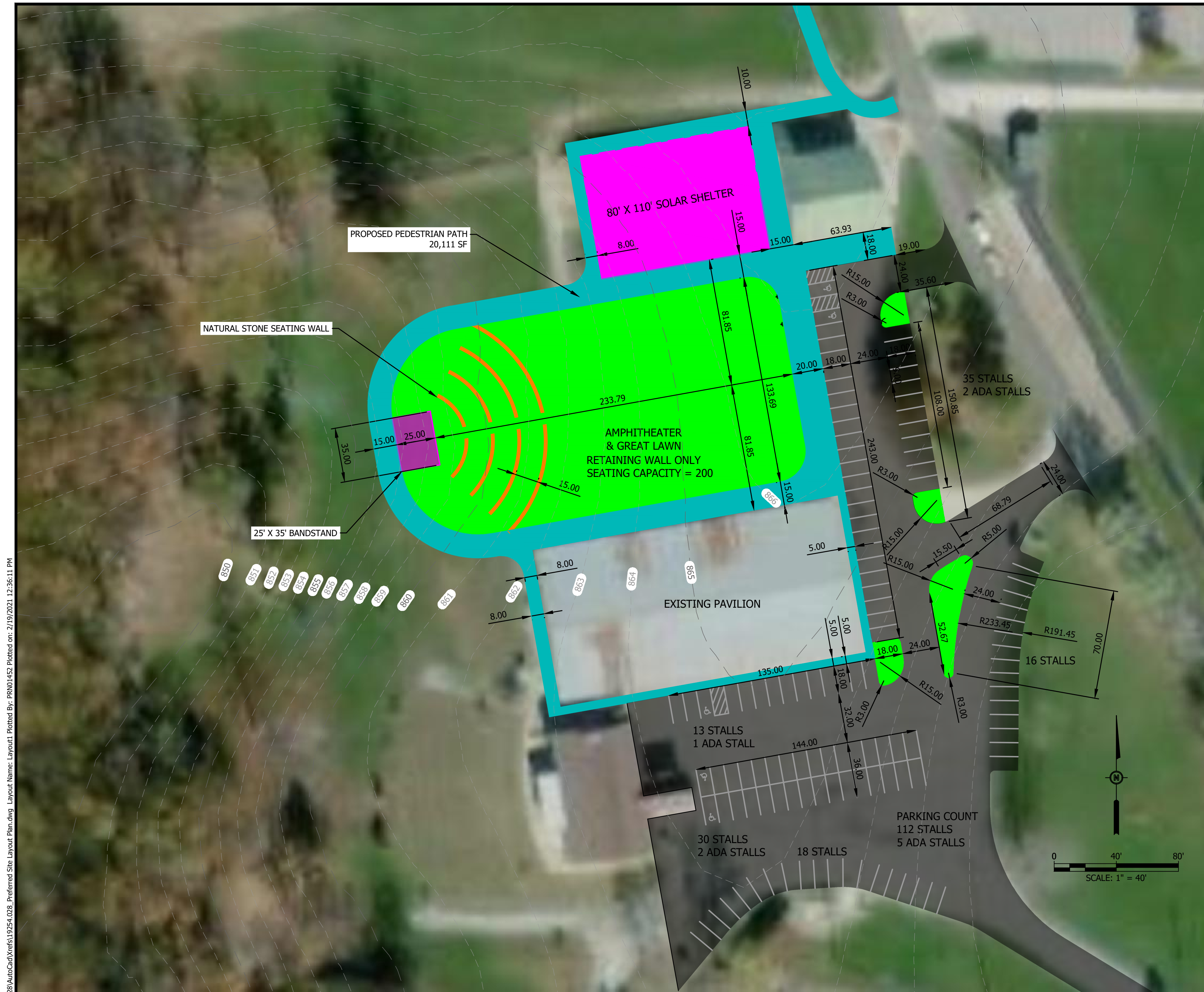
Date: December 10, 2021
 Rebid January 17, 2022

Project No. L&J #1267
 Project: City of Moberly Amphitheater
 Rothwell Park
 101 West Reed Street
 Moberly, MO 65270

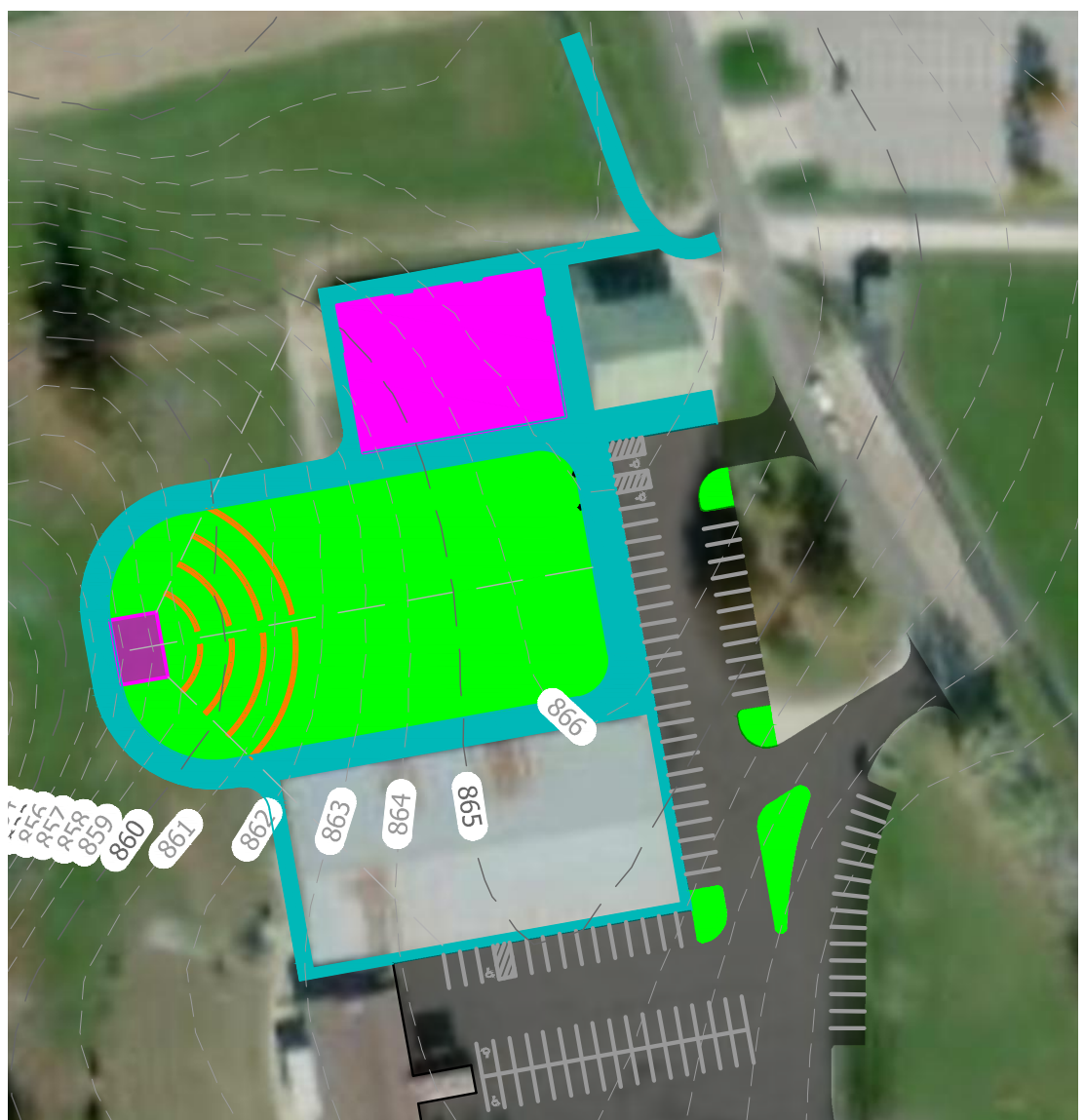
Materials Taxable: No
 Prevailing Wage: Yes

Description	Quantity	Unit	\$/Unit	Extn. Cost	Division Sub-Totals	Notes:
Bonding Fee (3.0%)					\$11,479.64	Payment and Performance Bond
1.000 General Conditions						
1.030 - Professional Fees						
Structural Engineer						Plans from the Building Supplier are Stamped by Structural Engineer
1.040 - Project Supervision	3	MTH	\$7,200.00	\$21,600.00		L & J Development, Superintendent
1.041 - Project Management	3	MTH	\$2,400.00	\$7,200.00		L & J Development, Project Manager
1.060 - Permits						Waived by the City of Moberly
1.700 - Clean-up						
Daily Cleaning	40	HR	\$78.00	\$3,120.00		L & J Development
1.708 - Dumpster / Dump Fee						
20 Yrd. Dumpster	1	TRIP	\$450.00	\$450.00		Waste Management
Dump Fee (Solid Waste)	10	TN	\$67.20	\$672.00		
1.800 - Rental Equipment	1	LS	\$3,600.00	\$3,600.00		
1.900 - Small Consumables for work	1	LS	\$360.00	\$360.00		Items outside the bid of these specific line items
Division 1.000 General Conditions Total:					\$37,002.00	
2.000 Sitework						
2.250 - Layout	20	HR	\$78.00	\$1,560.00		L & J Development
2.310 - Grading - Finish & Rough						
Grading for Building Pad and for Seating Area	1	LS	\$15,600.00	\$15,600.00		L & J Development - Using Dirt from Site
2.776 - Driveways						
Sub-Contract						
4", 6x6 6/6 WWF, 4" Base w/Thicken Edge	9,600	SF	\$8.40	\$80,640.00		Only the 12' wide Driveway around the sloped area for the Amphitheater
2.830 - Seating Walls	1	LS	\$18,000.00	\$18,000.00		Rodchester Concrete Products
Labor to Install - Retaining Walls	160	HR	\$60.00	\$9,600.00		L & J Development
2.920 - Seed and Straw	42,500	SF	\$0.42	\$17,850.00		4 Acres Nursery
Division 2.000 Sitework Total:					\$143,250.00	
3.000 Concrete						
3.100 - Footing System, Concrete						
Sub-Contract	1	LS	\$18,720.00	\$18,720.00		Local Provider
Concrete, Reinforcement, Placement						
3.300 - S.O.G. System, Concrete						
Sub-Contract	1	LS	\$9,600.00	\$9,600.00		Local Provider
4" Conc./4" Base, Reinf., Forming, VB & Labor						
3.800 - Anchor Rods						
Labor to install column anchors	15	HR	\$78.00	\$1,170.00		L & J Development
Division 3.000 Concrete Total:					\$29,490.00	
13.000 Special Construction						
13.121 - Pre-Engineered Package						
Fifthroom Builidngs	1	LS	\$124,312.80	\$124,312.80		This is the Bid good for 20 days as of today. 35' Sydney Half Hexagon Amphitheater - Clear Stain Back Walls to Match, Asphalt Shingles, Engineer Stamped Plans
13.122 - Erect Pre-Eng. Building						
Sub-Contract	1	LS	\$26,400.00	\$26,400.00		L&J Development
Division 13.000 Special Construction Total:					\$150,712.80	
16.000 Electrical						
16.100 - Electrical						
Sub-Contract	1	LS	\$14,400.00	\$14,400.00		Nemo Electric
Electrical Site Utilities	1	LS	\$4,200.00	\$4,200.00		Install Conduit from CT by Transformer behind the Riley Pavilion to a spot on the building
16.150 - Electrical Fixtures	1	LS	\$3,600.00	\$3,600.00		Butler Supply
Division 16.000 Electrical Total:					\$22,200.00	
Total of Estimated Cost of Base Bid:					\$394,134.44	

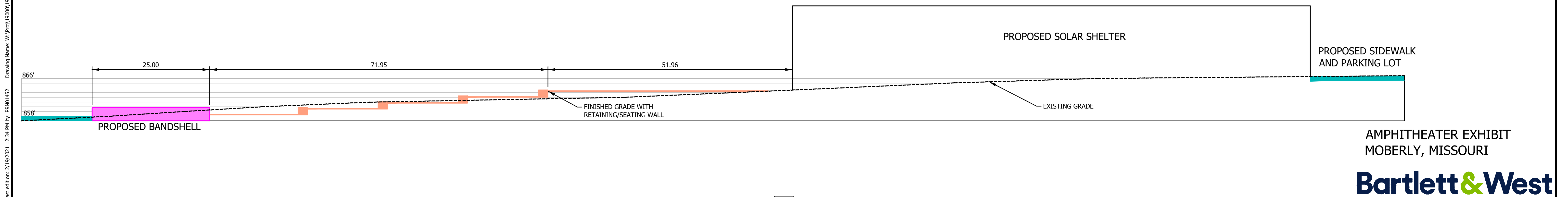
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Plotted on: 2/19/2021 12:36:11 PM

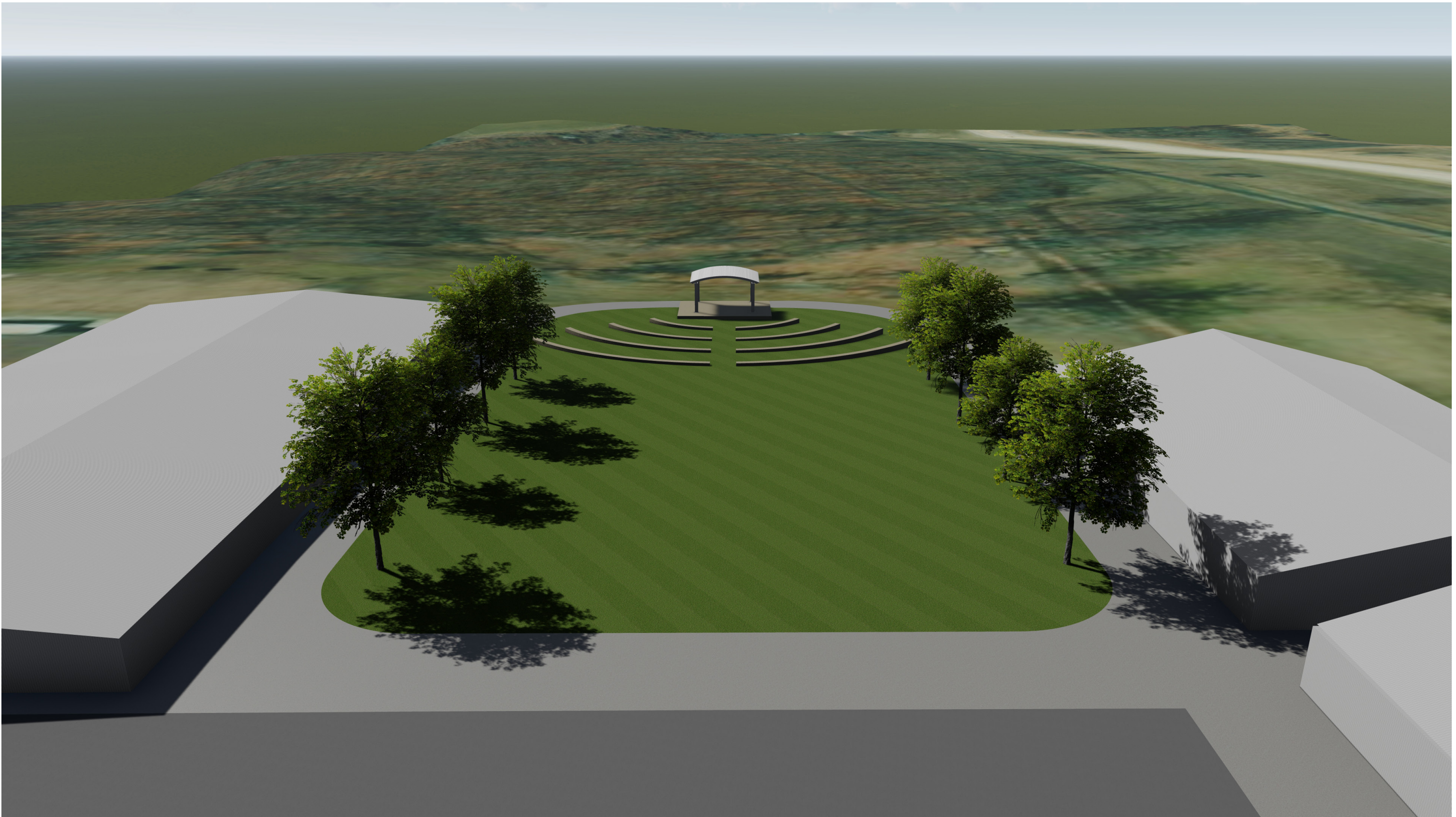
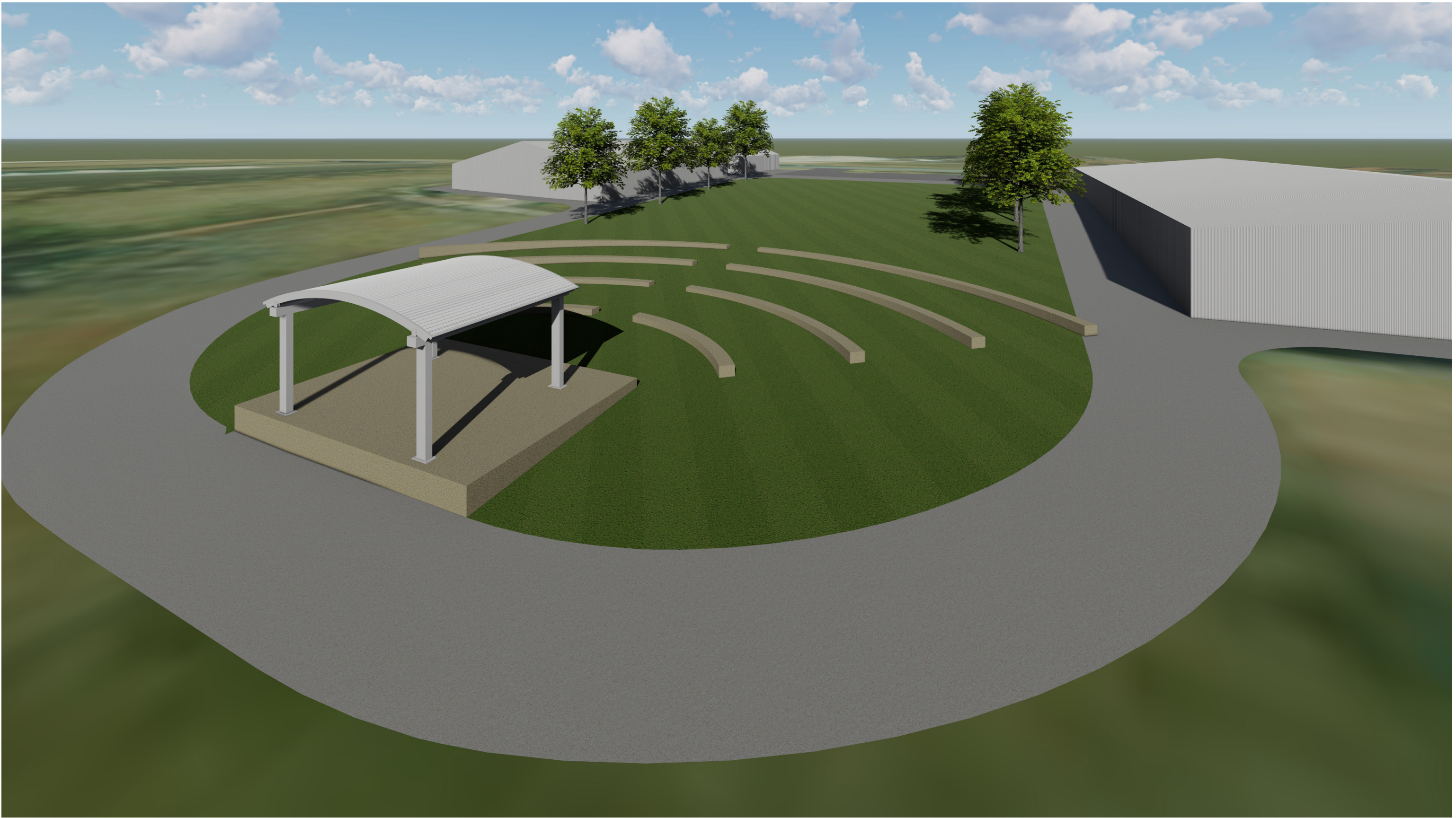


THE PROPOSED PEDESTRIAN AND VEHICULAR CIRCULATION LOOP WILL PROVIDE ACCESS FOR SERVICE VEHICLES AND EVENT ATTENDEES.



THE PROPOSED AMPHITHEATER IS ALIGNED WITH THE CENTERLINE OF THE GREAT LAWN.





Bartlett & West



City of Moberly

City Council Agenda Summary

Agenda Number: #18.

Department: Administration

Date: February 7, 2022

Agenda Item: A Resolution Adopting A Position Classification Schedule And Compensation Plan For The City Of Moberly, Missouri.

Summary: In December of 2021, Austin Peters, Group Inc. completed a Market Survey Update identifying proposed salary ranges for all positions for the City of Moberly. In the findings of this update, Option 2, which excluded data from the City of Columbia, found bringing the employees to the new range minimum would cost \$267,353.50 in salary adjustments alone. Moving the employees through the range for compression adjustments would be an additional \$132,315.95. Funding these increases was planned to be conducted during the normal budget process for FY2022/2023.

Unfortunately, the Police Department and the 911 Dispatch Center is at a critical point with many long-term vacancies and little to no applications. Therefore, staff is recommending to immediately increase the commissioned officers and communication operators to the range minimum and move employees through the compression adjustment as well. This pay scale establishes these new amounts and leaves all other positions at their current ranges. Then, in a few months, it is the intention of staff to produce a plan establishing the expense and revenue needed for achieving Option 2 of the findings of the study for other positions in the upcoming fiscal year budget process.

Recommended

Action: Approve this resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: \$0

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

BILL NO: _____

RESOLUTION NO. _____

**A RESOLUTION ADOPTING A POSITION CLASSIFICATION SCHEDULE AND
COMPENSATION PLAN FOR THE CITY OF MOBERLY, MISSOURI.**

WHEREAS, the City of Moberly is committed to the hiring and retention of excellent employees for the delivery of quality service to Moberly residents; and

WHEREAS, it is the City Council's desire to maintain a pay and overall compensation program for employees of the City that is fair and competitive with the pay and compensation package provided by area municipalities; and

WHEREAS, the City of Moberly determined the need to review its current employee position classification and pay plan and awarded a contract to The Austin Peters Group, Inc. for a Classification and Compensation Study which was completed on December 2, 2021; and

WHEREAS, the City of Moberly determined the need to increase its current employee position classification and pay plan for certain positions with critical, long-term vacancies; and

WHEREAS, it is the intent of the City to establish a pay plan for other positions during the yearly budget process for Fiscal Year 2022/2023 in order to review significant factors relating to supply and demand in the marketplace for specific job functions, and the City's financial constraints; and

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

THAT, the Pay Scale attached hereto as Exhibit "A" and as amended from time to time is hereby adopted for the City of Moberly, Missouri immediately increasing the range minimum and move employees through the range for compression adjustments for Commissioned Police Officers and Communication Operators as recommended in Option 2 of Finding 1 for the Market Survey Update from Austin Peters Group, inc. dated December 2nd, 2021; and

THAT, the City Manager is directed to prepare a recommendation to the council for other personnel outside of the Commissioned Police Officers and Communication Operators to

be provided during the 2022-2023 Fiscal Year Budget process with regards to a Classification and Compensation Plan and the minimum pay ranges, the pay compression adjustment, the positive performance market adjustment, the annual pay review and the greater employee health insurance contributions set forth therein.

RESOLVED this 7th day of February, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk

Table 3- Current Job Title Description (Title Change)	Department	Range Number	Proposed Range Min	Proposed Range Max
Lifeguard. Seasonal Recreation	Parks	5	\$11.15	
Reserved for future use	Any	6	\$11.15	
Reserved for future use	Any	7	\$11.15	
Laborer Seasonal	Any	8	\$11.15	
Firefighter	Fire	9	\$10.57	\$15.69
Property Maintenance Enforcer	Public Works/ Comm. Development	9	\$10.46	\$15.69
Communication Operator	Police	10	\$15.11	\$20.87
Customer Service Person	Utilities	10	\$11.43	\$17.14
Fire Engineer	Fire	10	\$11.54	\$17.14
Semi-Skilled Maintenance Worker	Parks	10	\$11.43	\$17.14
Semi-Skilled Maintenance Worker	Public Works/	10	\$11.43	\$17.14
Semi-Skilled Maintenance Worker	Utilities	10	\$11.43	\$17.14
Utility Clerk/Cashier	Utilities	10	\$11.43	\$17.14
Animal Control	Police	11	\$12.07	\$18.11
Custodian (Facility Supervisor)	Parks	11	\$12.07	\$18.11
Fire Fighter/Building Inspector	Fire	11	\$12.18	\$18.11
Light Equipment Operator	Public Works/	11	\$12.07	\$18.11
Administrative Assistant	Public Works! Comm. Development	12	\$12.72	\$19.08
Administrative Assistant	Personnel	12	\$12.72	\$19.08
Administrative Assistant	Police	12	\$12.72	\$19.08
Deputy City/ Clerk	City Clerk	12	\$12.72	\$19.03
Municipal Court Clerk	City Manager	12	\$12.72	\$19.08
Police Court Clerk	Police	12	\$12.72	\$19.08
Accountant	Finance	13	\$13.39	\$20.09
Administrative Assistant (Executive)	City Manager	13	\$13.39	\$20.09
Fire Lieutenant	Fire	13	\$13.50	\$20.09
Lead Utility Clerk	Utilities	13	\$13.39	\$20.09
Head Dispatcher	Police	13	\$16.78	\$23.17
Heavy Equip. Operator	Public Works/ Comm. Development	13	\$13.99	\$20.09
Heavy Equip. Operator	Utilities	13	\$15.00	\$21.09
Wastewater Operator	Utilities	13	\$13.99	\$20.09
Code Enforcer Code Enforcement I	Public Works/Comm Development	13	\$13.39	\$20.09

Wastewater Operator A License	Utilities	13	\$13.99	\$20.09
Wastewater Operator B License	Utilities	13	\$13.99	\$20.09
Water Plant Operator A License	Utilities	13	\$13.99	\$20.09
Water Plant Operator B License	Utilities	13	\$13.99	\$20.09
Water Plant Operator C License	Utilities	13	\$13.99	\$20.09
Cemetery Sexton	Public Works	14	\$13.99	\$20.99
Code Enforcer (Code Enforcement I)	Public Works/ Comm. Development	14	\$13.99	\$20.99
Police Officer	Police	14	\$17.87	\$24.31
Skilled Maintenance Worker	Parks	14	\$13.99	\$20.09
Water Quality Control Coordinator	Utilities	14	\$13.99	\$20.99
Administrative Assistant (Office Manager)	Parks	15	\$14.35	\$21.52
Detective	Police	15	\$19.32	\$26.27
Police Corporal	Police	15	\$19.81	\$26.94
Police Corporal/Detective	Police	15	\$19.81	\$26.94
PR/Social Media Manager	Comm. Development	15	\$14.35	\$21.52
School Resource Officer	Police	15	\$19.32	\$26.27
Semi-Skilled Maintenance Worker (Assistant Foreman)	Public Works/ Comm. Development	15	\$14.35	\$21.52
Skilled Maintenance Worker	Utilities	15	\$14.35	\$21.52
Complex Supervisor	Parks	18	\$15.92	\$23.87
Mechanic	Public Works/ Comm. Development	18	\$15.92	\$23.87
Assistant Finance Director	Finance	18	\$15.92	\$23.87
Recreation Supervisor	Parks	18	\$15.92	\$23.87
Water D&C Foreman	Utilities	18	\$15.92	\$23.87
Sergeant	Police	19	\$21.44	\$29.16
Sergeant/Detective	Police	19	\$21.44	\$29.16
Captain	Fire	20	\$18.67	\$27.78
Chief Wastewater Operator	Utilities	20	\$18.52	\$27.78
Chief Water Plant Operator	Utilities	20	\$18.52	\$27.78
Commander	Police	20	\$25.91	\$35.24
City Clerk	City Manager/Council	20	\$18.52	\$27.78
Public Works Superintendent	Public Works/ Comm. Development	20	\$18.52	\$27.78
Superintendent Parks (Parks Superintendent)	Parks	20	\$16.62	\$27.78
Director of Finance	Finance	25	\$26.49	\$39.74
Director of Parks & Recreation	Parks	25	\$26.49	\$39.74
Director of Personnel	Personnel	25	\$26.49	\$39.74
Fire Chief	Fire	25	\$26.60	\$39.74
Director of Public Works	Public Works	27	\$29.23	\$43.84
Police Chief	Police	27	\$29.93	\$44.39
Utilities Director	Utilities	28	\$32.18	\$48.27
City Manager	City Manager	29	\$40.87	\$61.30

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: City Clerk
Date: February 7, 2022

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 \$704,646.11.

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 February 7, 2022, in the amount of \$123,668.66.

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 February 7, 2022, in the amount of \$7,100.00.

SECTION 3: There is hereby appropriated out of the **Payroll Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due February 7, 2022, in the amount of \$45,041.34.

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 February 7, 2022, in the amount of \$8,861.00.

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 February 7, 2022, in the amount of \$15.70.

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 February 7, 2022, in the amount of \$49,240.64.

SECTION 7: There is hereby appropriated out of the **Airport Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due February 7, 2022, in the amount of \$34,208.98.

SECTION 8: There is hereby appropriated out of the **Utilities Collection Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due February 7, 2022, in the amount of \$3,412.46.

SECTION 9: There is hereby appropriated out of the **Utilities OP & Maintenance Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due February 7, 2022, in the amount of \$66,569.21.

SECTION 10: There is hereby appropriated out of the **Utilities OP Reserve Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due February 7, 2022, in the amount of \$14,650.46.

SECTION 11: There is hereby appropriated out of the **Capital Improvement Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due February 7, 2022, in the amount of \$16,846.00.

SECTION 12: 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 February 7, 2022, in the amount of \$24,447.50.

SECTION 13: 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 February 7, 2022, in the amount of \$19,785.00.

SECTION 14: 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 February 7, 2022, in the amount of \$38,400.35.

SECTION 15: 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 February 7, 2022, in the amount of \$27,574.64.

SECTION 16: 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 February 7, 2022, in the amount of \$26,459.09.

SECTION 17: There is hereby appropriated out of the **ESP Projects Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due February 7, 2022, in the amount of \$137,337.00.

SECTION 18: There is hereby appropriated out of the **Emergency Telephone Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due February 7, 2022, in the amount of \$5,348.26.

SECTION 19: There is hereby appropriated out of the **Street Improvement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due February 7, 2022, in the amount of \$50,339.82.

SECTION 20: There is hereby appropriated out of the **Downtown CID Sales Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due February 7, 2022, in the amount of \$340.00.

SECTION 21: 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 February 7, 2022, in the amount of \$5000.00.

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

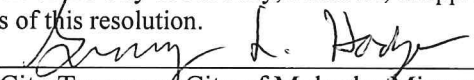
RESOLVED this 7th day of February 2022 by the Council of the City of Moberly, Missouri.

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.

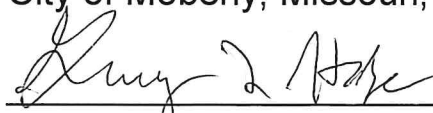


City Treasurer, City of Moberly, Missouri

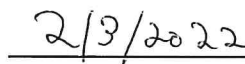
**EXPENSES PAID JANUARY 13 - FEBRUARY 3, 2022 FOR THE
FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE
FEBRUARY 7, 2022 APPROPRIATION RESOLUTION TOTAL.**

General Fund	\$ 123,668.66
Non-Resident Lodging Tax Fund	\$ 7,100.00
Payroll Fund	\$ 45,041.34
Solid Waste Fund	\$ 8,861.00
Heritage Hills Golf Course Fund	\$ 15.70
Parks and Recreation Fund	\$ 49,240.64
Airport Fund	\$ 34,208.98
Utilities Collection Fund	\$ 3,412.46
Utilities OP & Maintenance Fund	\$ 66,569.21
Utilities OP Reserve Fund	\$ 14,650.46
Capital Improvement Trust Fund	\$ 16,846.00
Route JJ Sewer Extension Fund	\$ 24,447.50
2021 EDA Grant Projects Fund	\$ 19,785.00
2004B SRF Bonds Debt Service Fund	\$ 38,400.35
2006A SRF Bonds Debt Service Fund	\$ 27,574.64
2004C Bonds Debt Service Fund	\$ 26,459.09
ESP Projects Debt Service Fund	\$ 137,337.00
Emergency Telephone Fund	\$ 5,348.26
Street Improvement Fund	\$ 50,339.82
Downtown CID Sales Tax Fund	\$ 340.00
Downtown CID Property Tax Fund	\$ 5,000.00
Total	\$ 704,646.11

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



City Treasurer, City of Moberly, Missouri



Date

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

* 88856 Thru 88863

88864	1/21/2022	17 AT&T	5001	2,276.52
88865	1/21/2022	17 AT&T	5001	661.25
88866	1/21/2022	2975 BRENNTAG MID SOUTH INC		4,026.34
88867	1/21/2022	502 ECONOMY METALS INC		141.42
88868	1/21/2022	695 ENGINEERING SURVEYS & SERVICES		8,861.00
88869	1/21/2022	5817 EQUIFAX		1,077.52
88870	1/21/2022	5754 FIRST STATE COMMUNITY BANK		137,337.00
88871	1/21/2022	6683 FOSSIL INDUSTRIES INC		1,496.00
88872	1/21/2022	704 GALLS LLC		75.79
88873	1/21/2022	4347 JOHN DEERE FINANCIAL		.00
88874	1/21/2022	4347 JOHN DEERE FINANCIAL		986.21
88875	1/21/2022	1381 LEON UNIFORM COMPANY		645.85
88876	1/21/2022	679 MARTECK		20.00
88877	1/21/2022	1688 MFA OIL COMPANY		13,631.60
88878	1/21/2022	1136 MFA PROPANE		3,708.92
88879	1/21/2022	1726 MIDWEST ENVIR CONSULTANTS INC		168.00
88880	1/21/2022	1954 MOBERLY MOTOR COMPANY		31,577.00
88881	1/21/2022	2596 PLUMB SUPPLY COMPANY-MOB		236.42
88882	1/21/2022	6681 ROSENBAUER SOUTH DAKOTA LLC		4,000.00
88883	1/21/2022	1849 SPRINT		.00
88884	1/21/2022	1849 SPRINT		1,619.45

VOID:

VOID:

* 88885 Thru 88893

88894	2/03/2022	2903 ABAN PEST CONTROL INC		180.00
88895	2/03/2022	6120 AMAZON CAPITAL SERVICES		611.46
88896	2/03/2022	6 AMEREN MISSOURI		16.48
88897	2/03/2022	3 AFLAC GROUP INSURANCE		1,949.62
88898	2/03/2022	13 ARROW ENERGY INC		25,844.35
88899	2/03/2022	30 WOOGEDY LLC		614.00
88900	2/03/2022	17 AT&T	5001	1,692.74
88901	2/03/2022	17 AT&T	5001	10.03
88902	2/03/2022	4504 AT&T	5011	637.72
88903	2/03/2022	4966 ATIS ELEVATOR INSPECTION LLC		180.00
88904	2/03/2022	6691 AUBERLIN CATLIN		560.00
88905	2/03/2022	6318 AZAR PRINTING INC		1,798.00
88906	2/03/2022	1016 BALLINGER J W		45.00
88907	2/03/2022	3625 BARR ENGINEERING COMPANY		14,977.50
88908	2/03/2022	2605 BRATCHER'S MARKET		301.85
88909	2/03/2022	424 BUTLER SUPPLY INC		296.62
88910	2/03/2022	6454 CAPITAL ONE		443.54
88911	2/03/2022	591 CASON BUILDING MAINTENANCE INC		2,463.70
88912	2/03/2022	5236 CASSADY SHANE		300.00
88913	2/03/2022	5004 CHAMPION BRANDS LLC		1,441.99
88914	2/03/2022	653 COE EQUIPMENT		241.50
88915	2/03/2022	3063 CONLEY FOREST DO		60.00
88916	2/03/2022	2645 CORE & MAIN LP		2,961.37
88917	2/03/2022	678 CROWN POWER & EQUIPMENT		2,062.81
88918	2/03/2022	2913 CULLIGAN WATER CONDITIONING		25.04
88919	2/03/2022	118 D & L TRENCHING INC		475.00
88920	2/03/2022	2928 DELL MARKETING LP		269.78
88921	2/03/2022	6596 ELEVATE EQUIPMENT & CONCRETE		5,853.75

BANK#	BANK NAME							
CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
88922	2/03/2022	5902	ENERGY SOLUTIONS PROFESSIONALS	32,984.05				
88923	2/03/2022	6670	ENGINE COMPANY LEATHER LC	1,323.75				
88924	2/03/2022	695	ENGINEERING SURVEYS & SERVICES	642.00				
88925	2/03/2022	3103	FASTENAL COMPANY	234.56				
88926	2/03/2022	699	FEDERAL EXPRESS	20.06				
88927	2/03/2022	6687	FH ELECTRIC	1,605.11				
88928	2/03/2022	4369	FLYNN DRILLING COMPANY INC	9,993.00				
88929	2/03/2022	2839	FUSION TECHNOLOGY LLC	1,461.63				
88930	2/03/2022	704	GALLS LLC	.00			VOID:	
88931	2/03/2022	704	GALLS LLC	693.37				
88932	2/03/2022	6122	GLOBAL EQUIPMENT COMPANY INC.	55.59				
88933	2/03/2022	62	HILLYARD - COLUMBIA	195.66				
88934	2/03/2022	5993	HUTCHINSON COMMUNITY COLL	3,622.00				
88935	2/03/2022	759	HUTCHINSON SALT COMPANY	11,071.12				
88936	2/03/2022	471	HYDRO KINETICS	436.33				
88937	2/03/2022	761	IIMC	175.00				
88938	2/03/2022	5591	INOVATIA LABORATORIES LLC	964.00				
88939	2/03/2022	2812	JACOBS ENGINEERING GROUP INC	44,182.50				
88940	2/03/2022	680	KB TIRE AND AUTO INC	15.00				
88941	2/03/2022	380	KNAPHEIDE TRUCK EQUIPMENT CENT	371.00				
88942	2/03/2022	1381	LEON UNIFORM COMPANY	562.00				
88943	2/03/2022	1246	LOCHNER	5,263.06				
88944	2/03/2022	5614	MACQUEEN EMERGENCY GROUP	434.71				
88945	2/03/2022	1608	MARTIN'S FLAG CO INC	252.66				
88946	2/03/2022	1756	MIRMA	14,650.46				
88947	2/03/2022	355	MISSOURI ASSOC OF FIRE CHIEFS	100.00				
88948	2/03/2022	5239	MISSOURI DEPART OF REV 3375	3,412.46				
88949	2/03/2022	2889	MISSOURI DEPART OF CORRECT	742.50				
88950	2/03/2022	3085	MO DEPT OF REVENUE	1,189.05				
88951	2/03/2022	3041	MO ONE CALL SYSTEM INC	145.00				
88952	2/03/2022	2740	MOBERLY AREA CHAMBER OF COMMER	7,199.00				
88953	2/03/2022	1935	MOBERLY MONITOR INDEX	755.00				
88954	2/03/2022	965	MOPS REVOLVING FUND	175.00				
88955	2/03/2022	2152	NEMO ELECTRIC CO INC	780.00				
88956	2/03/2022	2976	NEUMAYER EQUIPMENT CO INC	1,732.22				
88957	2/03/2022	2865	NEWMAN SIGNS INC	383.43				
88958	2/03/2022	6689	NFM BUYER LLC	3,478.29				
88959	2/03/2022	6688	NIECE AMY	200.00				
88960	2/03/2022	366	PALMATORY'S	900.00				
88961	2/03/2022	5727	PEST PRO SOLUTIONS INC	310.00				
88962	2/03/2022	2556	PETTY CASH	10.00				
88963	2/03/2022	6551	PRO PUMPING & HYDROJETTING LLC	4,290.00				
88964	2/03/2022	5829	Q SECURITY SOLUTIONS LLC	223.00				
88965	2/03/2022	2593	RANDOLPH COUNTY RECORDER	7.00				
88966	2/03/2022	2593	RANDOLPH COUNTY RECORDER	27.00				
88967	2/03/2022	5751	REMOLE COATINGS LLC	1,647.00				
88968	2/03/2022	6317	ROARK LAWN CARE LLC	340.00				
88969	2/03/2022	5458	RUDKIN THOMAS	173.00				
88970	2/03/2022	6330	RYAN DONALD	10.00				
88971	2/03/2022	2601	SAFETY-KLEEN CORP	113.27				
88972	2/03/2022	617	SCHULTE SUPPLY INC	22,429.51				
88973	2/03/2022	2684	SHERWOOD'S SIGNS LLC	137.50				
88974	2/03/2022	3069	SMITH FERTILIZER & GRAIN INC	2,140.00				

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
CHECK#	DATE							
88975	2/03/2022	2610	BRENDLINGER ENTERPRISES INC	524.00				
88976	2/03/2022	5700	STAPLES	725.81				
88977	2/03/2022	4768	STARFISH AQUATICS INSTITUTE	948.00				
88978	2/03/2022	6194	STEEVES ADAM	100.00				
88979	2/03/2022	5990	SUGAR CREEK VETERINARY SE	1,340.75				
88980	2/03/2022	6321	SURVEYING & MAPPING LLC	16,781.00				
88981	2/03/2022	6093	SWARTZ JERRY	5,000.00				
88982	2/03/2022	2640	THOMAS HILL PUBLIC WATER SUPPL	111.59				
88983	2/03/2022	4070	THOMPSON CAROLYN	8,500.00				
88984	2/03/2022	5450	TIGER COURT REPORTING LLC	1,322.55				
88985	2/03/2022	3075	TIMOTHY JEFFRIES CPA PC	200.00				
88986	2/03/2022	6374	UNIFIRST CORPORATION	278.00				
88987	2/03/2022	1562	UNITED FIRST AID & SAFETY,LLC	195.04				
88988	2/03/2022	2643	UNITED WAY	1,163.03				
88989	2/03/2022	2223	US CELLULAR	379.76				
88990	2/03/2022	2644	USA BLUE BOOK	243.71				
88991	2/03/2022	2646	VALIC	2,020.00				
88992	2/03/2022	5019	VENDOR REGISTRY, INC	250.00				
88993	2/03/2022	3105	WATER'S EDGE AQUATIC DESIGN LL	900.00				
88994	2/03/2022	3865	WINTER EQUIPMENT COMPANY INC	1,176.23				
88995	2/03/2022	2772	WIRELESS USA	602.35				
88996	2/03/2022	5298	ZAMKUS AND ASSOCIATES LLC	1,000.00				
88997	2/03/2022	6519	ZERO9 SOLUTIONS	99.90				
*20211043								
20211044	1/18/2022	1800	MO LAGERS	39,908.69		E-PAY		
20211045	1/18/2022	2591	MOBERLY AREA ECONOMIC DEVELOPM	43,750.00		E-PAY		
*20211046 Thru 20211047 (NOT IN SELECTED DATE RANGE)								
20211048	1/24/2022	2708	UMB BANK	92,434.08		E-PAY		
20211049	1/24/2022	5783	BANKCARD SERVICES	11,285.83		E-PAY		
*20211050 Thru 20211054 (NOT IN SELECTED DATE RANGE)								
20211055	2/02/2022	6692	WEX BANK	101.51		E-PAY		
20211056	2/02/2022	6692	WEX BANK	10,186.29		E-PAY		

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

BANK TOTALS:	
OUTSTANDING	704,646.11
CLEARED	.00

BANK 24 TOTAL	704,646.11
VOIDED	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED

100 GENERAL FUND	123,668.66	123,668.66	.00	.00
102 NON-RESIDENT LODGING TAX	7,100.00	7,100.00	.00	.00
105 PAYROLL FUND	45,041.34	45,041.34	.00	.00
110 SOLID WASTE FUND	8,861.00	8,861.00	.00	.00
114 HERITAGE HILLS GOLF CRSE	15.70	15.70	.00	.00
115 PARKS & RECREATION FUND	49,240.64	49,240.64	.00	.00
120 AIRPORT FUND	34,208.98	34,208.98	.00	.00
300 UTILITIES COLLECTION FUND	3,412.46	3,412.46	.00	.00
301 UTILITIES OP & MAINT	66,569.21	66,569.21	.00	.00

ACCOUNTS PAYABLE CHECK REGISTER

#19.

BANK#	BANK NAME							
CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
303			UTILITIES OP RESERVE	14,650.46	14,650.46			.00 .00
304			CAPITAL IMPROVEMENT TRUST	16,846.00	16,846.00			.00 .00
314			ROUTE JJ SEWER EXTENSION	24,447.50	24,447.50			.00 .00
350			2021 EDA GRANT PROJECTS	19,785.00	19,785.00			.00 .00
377			2004B SRF BONDS DEBT SERV	38,400.35	38,400.35			.00 .00
378			2006A SRF BONDS DEBT SERV	27,574.64	27,574.64			.00 .00
379			2004C BONDS DEBT SERVICE	26,459.09	26,459.09			.00 .00
381			ESP PROJECTS DEBT SERVICE	137,337.00	137,337.00			.00 .00
400			EMERGENCY TELEPHONE FUND	5,348.26	5,348.26			.00 .00
601			STREET IMPROVEMENT FUND	50,339.82	50,339.82			.00 .00
911			DOWNTOWN CID SALES TAX	340.00	340.00			.00 .00
912			DOWNTOWN CID PROP TAX	5,000.00	5,000.00			.00 .00

*** CHECK SUMMARY ***

#19.

BANK#	BANK NAME		DESCRIPTION
CHECK#			
24 DISBURSEMENTS			
88856 Thru	88863	Utility Billing Checks	
88864 Thru	88884	Accounts Payable Checks	
88885 Thru	88893	Utility Billing Checks	
88894 Thru	88997	Accounts Payable Checks	
20211044 Thru	20211056	Accounts Payable E-Pay	

City of Moberly

City Council Agenda Summary

Agenda Number: #20.

Department: Administration

Date: February 7, 2022

Agenda Item: Appointment to the Historic Preservation Commission

Summary: Due to the unfortunate passing of Herb Lawrence on the Historic Preservation Commission. This Historic Preservation Commission is in need to fill the open board commission position. The board has received application from Lee Seekins to fill this position. The commission is asking the City Council to accept this request and appoint this individual to the board.

Recommended

Action: Appoint Lee Seekins to the Historic Preservation Commission

Fund Name: N/A

Account Number: N/A

Available Budget \$: \$0

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Davis** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed



Board/Commission Application Form

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

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

Name of Board or Commission: Historic Preservation Date: 2/22/21

Your Name: Lee Seekins Street Address: 914 S. 4th Street

Phone number(s): (evening) (509) 720-8504 (day) (509) 720-8504

Email: lee.seekins@gmail.com

Do you live within the corporate limits of City of Moberly? (Yes)/ No

How long have you been a resident of City of Moberly? Since May 2020

Occupation: Homemaker Employer: _____

Optional Questions (use back of application if necessary)

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

I bring a Juris Doctorate degree (MU 2009) to the table, which I believe will be helpful in navigating ordinances and other legislation. I also have several years of grant writing experience and grant administration experience. I am a skilled professional, legal, and technical writer with the willingness to practice and improve.

What particular contributions do you feel you can make to this board or commission?

A passion to see the historic properties of our community preserved, and usable, for ourselves and future generations. A desire to involve myself in community betterment. A professional, but good natured approach to community issues.

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

1. Rich Black Phone: (509) 431-7586
2. Jo Ann Lyngholm Phone: (509) 631-1172
3. J. W. Ballinger Phone: (660) 263-7139

[Signature]
Signature of Applicant

*Additional Information may be attached to this form.

Return to: City of Moberly, 101 West Reed Street, Moberly, MO 65270