

A G E N D A
WORK SESSION MEETING
City of Moberly
October 19, 2020
6:00 PM
AMENDED AGENDA

Requests, Ordinances, and Miscellaneous

1. Cooperative Agreement with Hils Family LLC.
2. State bid for a new 4 post lift for the Street Department.
3. Change Order for Infield Dirt on Fox and Rothwell Fields
4. Appointment of a Hiring Committee for the City Clerk position.
5. Appointment to the Housing Authority Board.
6. A new Social Media Policy for inclusion in the City Personnel Manual.
7. Review of EDA Grant Award Document
8. **An emergency change order for culvert under Holman, west of MACC.**

City of Moberly City Council Agenda Summary

Agenda Number: _____ WS #1.

Department: Community Development

Date: October 19, 2020

Agenda Item: Cooperative Agreement with Hils Family LLC.

Summary: Hils Pharmacy has been working with the City and MAEDC with their plans to remove an existing bottling plant and house along N. Morley to construct a new, much larger pharmacy facility. The building was in a state of disrepair and has been mostly vacant, other than some storage space for decades and had become a blight on the area. The house that exist there, while occupied and maintained, was a non-conforming use in the B-3 zoning. The project will make a significant impact to this area of the business strip. To assist in the removal and overall development of the project, the areas of asbestos removal and sidewalks were where the owners, MAEDC and City staff felt we could provide some assistance. For asbestos removal, the City would commit up to \$3,000 reimbursement for the required abatement and for sidewalks, would provide up to \$10,000, at a match of 50/50 out of our sidewalk program.

Recommended Action: Direct staff to bring forward to the November 2, 2020 regular City Council meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT (this “**Agreement**”) is made and entered into as of the _____ day of _____, 2020 (the “**Effective Date**”), by and between the CITY OF MOBERLY, a city of the third classification and Missouri municipal corporation having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**City**”) and HILS FAMILY, LLC, a Missouri limited liability company in good standing having a principal office at 1103 East Broadway, Columbia, Missouri, 65201 (the “**Company**”).

RECITALS

A. Sections 70.210 through 70.320 of the Revised Statutes of Missouri, as amended, authorize municipalities to contract with any private person, firm, association, or corporation for the planning, development, construction, acquisition, or operation of any public improvement or service, the subject and purposes of which are within the scope of the powers of such municipality.

B. Among other powers, the City is authorized to expend its funds to promote commercial and industrial development under section 349.012 of the Revised Statutes of Missouri, as amended and to protect the public health and to suppress and abate nuisances under sections 71.680 through 71 780 of the Revised Statutes of Missouri, as amended, and the City’s general police powers.

C. The Company is the owner under contract of improved real property generally known and numbered as 800 North Morley Street located within the corporate limits of the City (the “**Property**”) a portion of which was formerly a manufacturing facility but which more recently has become a nuisance and an eyesore detrimental to use and value of surrounding properties and the City is desirous of providing for the demolition of the improvements at the Property including the removal and proper remediation and disposal of asbestos and similar materials at the Property.

D. The Company currently operates a retail pharmacy business at 807 North Morley Street and, subject to the demolition, removal, and proper disposal and remediation of site conditions at the Property, wishes to construct a new retail pharmacy facility containing approximately 6,000 square feet at the Property and to relocate its business to the new facility (collectively, the “**Project**”) which Project, when and if realized, may be expected to create additional jobs and generate increased economic activity as well as improving the values of surrounding properties by abating a nuisance.

E. The Company has requested that the City facilitate the Project by providing certain assistance and the City is willing to cooperate with and assist the Company in the removal and proper disposal and remediation of asbestos at the Property and contribute to the installation of new sidewalks and vehicular approaches to the Project within the City’s rights-of-way, all in accordance with and subject to the terms of this Agreement, which cooperation and assistance can be expected to result in the creation of additional jobs and the generation of

increased economic activity as well as improving the values of surrounding properties and is within the scope of the City's municipal powers and for a public purpose.

AGREEMENT

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

1. Company to Undertake Demolition and Removal. Within Thirty (30) days of the Effective Date the Company at the Company's sole cost and expense shall make application to the City for demolition permits for the Property and, upon the issuance of such permits, the Company shall promptly cause to be demolished and removed all buildings and similar improvements and components situated on the Property which may be satisfied by and through a written agreement between the Company and a licensed contractor experienced in such work. All demolition and removal work at the Property shall be performed in a workmanlike matter and compliant with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes applicable to or affecting the Property including, without limitation, the building regulations of the City and all applicable federal and state environmental laws and regulations (collectively, "**Applicable Regulations**").

2. Company to Undertake Asbestos Removal; City to Reimburse Company; Limitations. Contemporaneous with the demolition and removal work undertaken pursuant to **paragraph 1** of this Agreement, the Company shall perform or cause to be performed such testing and evaluation activities as may be commercially reasonably required and shall cause to be remediated and/or removed and properly disposed of all asbestos and similar materials within and on the Property or the current improvements thereto. Asbestos remediation shall be performed by a licensed contractor experienced in such work approved in writing by the City (the "**Remediation Contractor**") subject to a written agreement between such Remediation Contractor and the Company. The Company shall institute commercially reasonable measures to assure that all asbestos remediation and removal is performed in a workmanlike matter and complies with all Applicable Regulations. Upon satisfactory completion of all asbestos remediation and removal work, and upon receipt and inspection of Remediation Contractor invoices therefor together with commercially reasonable evidence of payment made in full, by the Company to such Remediation Contractor, the City shall reimburse to the Company the actual costs expended by the Company for such asbestos remediation work up to a maximum amount of Three Thousand Dollars and no cents (\$3,000.00) promptly upon submission of invoices from the Company to the City. In no event shall the City or any of its officials, employees, attorneys, agents or representatives have any liability to the Company, the Remediation Contractor, or any third party or successor or assign, agent or personal representative of any of them for any claim or recovery in respect of the asbestos remediation, removal or disposal.

3. Company to Undertake and Complete Project; Time for Completion. Promptly following the completion of the demolition and asbestos removal as provided in **paragraphs 1** and **2** of this Agreement, the Company at the Company's sole cost and expense shall make

commercially reasonable efforts to obtain all applicable permits and approvals under Applicable Regulations, and shall commence and diligently pursue to completion the development of the Project, and shall substantially complete the Project and obtain a Certificate of Occupancy for the Property and the Project not later than _____ (____) months from the date of receipt of applicable permits and approvals, all subject to Force Majeure as provided in this **paragraph 3**. For purposes of this **paragraph 3**, the term “Force Majeure” shall mean actions or inactions not within the reasonable control of the Company, including, without limitation, construction delays due to sustained inclement weather conditions, 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 delays caused by local, state or federal governments. The times within which the Project is to commence and be completed as set forth in this **paragraph 3**, shall be automatically extended appropriately as a result of any event of Force Majeure; *provided that* in the event of any such delays, the Company shall promptly notify the City in writing stating the nature of the delay which, in the reasonable opinion of the Company, justifies the extension. Any delay under this **paragraph 3** 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. Other than time for completion requirements of this **paragraph 3**, 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, subject to the further requirements of this Agreement.

4. City Contribution for Work in City Rights-of-Way; Limitations. The parties acknowledge that the Project incorporates the installation of new sidewalks and approaches and apron work within the City rights-of-way at Madison Street and at Franklin Street and within the State of Missouri right-of-way on the north bound lane of North Morley Street, all as depicted on that certain site plan dated 8.10.2020 prepared by Steven L. Nuhn, Architect, designated “G-P&Z” and submitted for approval by the City’s Planning and Zoning Commission, a copy of which is set forth as **Exhibit A** attached to and incorporated by reference in this Agreement. The Company hereby further agrees that all such sidewalk, and approaches and apron work undertaken as part of the Project shall be undertaken and reflect and incorporate City specifications and standards therefor and upon completion, all such improvements within the City’s rights-of-way shall be irrevocably dedicated in fee to the City. The Company hereby further agrees to cooperate with the City and to promptly execute such documents and instruments as may be reasonably required to affect such dedications. Upon satisfactory completion of the Project, and upon receipt and inspection of invoices therefor together with commercially reasonable evidence of payment made in full, by the Company for such work, the City shall reimburse to the Company for Fifty Percent (50%) of actual costs paid by the Company for such sidewalk installation and approach and apron work within the aforesaid City rights-of-way up to a maximum amount of Ten Thousand Dollars and no cents and (\$10,000.00) promptly upon submission of invoices therefor from the Company to the City.

5. Company to Adhere to All Applicable Regulations To the full extent that any Applicable Regulation applies to any aspect of construction of the Project or any portion thereof, the Company for itself and any contractor or sub-contractor as agent of the Company covenants

and agrees to take or cause to be taken all such actions as are necessary to fully comply with such Applicable Regulation, and the Property and the Project and any portions thereof shall be subject all lawful regulatory inspections and to periodic inspections by the City at reasonable times with prior notice to the Company to determine compliance with the terms and conditions of this Agreement and the Company shall promptly perform or cause to be performed all such necessary acts as may be required by Applicable Regulations.

6. Company to Maintain Minimum Number of Jobs at Property. The parties to this Agreement acknowledge and agree that the Company in connection with the retail pharmacy business at 807 North Morley Street currently employs a total Eleven (11) permanent part time jobs (the “**Baseline Economic Activity**”). The Company hereby covenants with the City that for a period extending Four (4) years from the date the Project is substantially complete (the “**Project Period**”) as evidenced by the issuance by the City of an occupancy permit for the Project, the Company shall maintain at all such times at minimum the Baseline Economic Activity at the Property and the Project. The parties further acknowledge and agree that the foregoing covenant constitutes a material inducement to the City to enter into this Agreement and to make the reimbursement payments set forth in **paragraphs 2** and **4** of this Agreement and that in the event of failure of the Company to so maintain at least the Baseline Economic Activity during the Project Period, the City will incur material damages in amounts which are not readily ascertainable. Accordingly, in the event in any year during the term of this Agreement job generation and maintenance at the Project fails to meet or exceed the Baseline Economic Activity for at least Six (6) calendar months of any year during the Project Period the amount of the deficiency shall be set forth, but not more frequently than annually, in a written notice to the Company and, effective upon delivery of such notice, the Company shall pay to the City not later than Thirty (30) days following receipt of such notice as liquidated damages and not as a penalty the full amount of the reimbursement payments set forth in **paragraphs 2** and **4** of this Agreement and actually made by the City and upon such payment this Agreement shall terminate and neither party shall have any further obligation to the other party hereunder; *provided that* in the event of a sustained period of significant decline in the level of aggregate economic activity within the State of Missouri (as distinguished (a) from business or other decisions within the discretion or control of the Company; or (b) other external factors not related to decline in general economic activity) and only in such event, which results in a substantial reduction in the job generation and maintenance at the Project in any calendar year during the Project Period, the Company may request in a writing addressed to the Council of the City (the “**City Council**”) specifying and documenting the conditions which affect or result in the reduction of job generation and maintenance at the Project that, notwithstanding the Company’s failure to satisfy Baseline Economic Activity requirements set forth in this **paragraph 6**, the City waive or reduce the amount of applicable liquidated damages due 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 state-wide economic activity has occurred; (ii) that such decline has caused a substantial reduction in job generation and maintenance; and (iii) that such reduction is not due to business or other decisions within the discretion or control of the Company or other external factors not related to decline in economic activity, may waive or reduce such amount of applicable liquidated damages due and in each such case this Agreement shall continue in full force and effect.

7. **Mutual Cooperation.** Each party to this Agreement hereby further agrees and covenants: (i) to cooperate in good faith with the other in each of the undertakings authorized by this Agreement; (ii) to promptly make and deliver such timely decisions as may be required to permit the other party to perform its obligations under this Agreement; (iii) to take such actions and execute and deliver such further documents and instruments as may be reasonably necessary to facilitate the undertakings authorized by this Agreement and which do not impair the rights of the acting or signing party as they exist under this Agreement; and (iv) to otherwise aid and assist each other in carrying out the terms, provisions and intent of this Agreement.

8. **Notices.** All notices between the parties hereto shall be in writing and shall be sent by certified or registered mail, return receipt requested, by personal delivery against receipt or by overnight courier, shall be deemed to have been validly served, given or delivered immediately when delivered against receipt or Three (3) business days after deposit in the mail, postage prepaid, or One (1) business day after deposit with an overnight courier, and shall be addressed as follows:

If to the City: City of Moberly
101 West Reed Street
Moberly, Missouri 65270
Attention: City Manager

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: Hils Family, LLC
c/o Jared and Ann Hils
907 North Morley 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.

9. **Term of Agreement; Assignment.** Unless earlier terminated in accordance with **paragraph 6** of this Agreement, this Agreement shall remain in full force and effect from the Effective Date until last day of the Project Period. This Agreement shall not be assignable by any party without prior written consent of the other party.

10. **No Personal Liability.** No present or future official, agent, employee, or representative of the City shall be personally liable to any other for any default, breach of duty or other claim arising from this Agreement or actions hereunder.

11. **No Waiver of Sovereign Immunity.** Nothing in this Agreement shall constitute or be deemed to be a waiver by the City of the City's sovereign immunity.

12. No Third Party Beneficiaries. This Agreement is not intended to and shall not create any rights enforceable by any third party.

13. Entire Agreement; Amendment; No Waiver by Prior Actions. The parties hereto agree that this Agreement shall constitute the entire agreement between 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 hereto 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 the other party shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

14. 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.

15. 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 City and the Company and their respective successors and permitted assigns.

16. Choice of Law; Venue. This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. The parties hereto each 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.


17. 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. Each party to this Agreement and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Agreement. 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 hereto each further represent that the terms of this Agreement 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 hereto.

18. 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

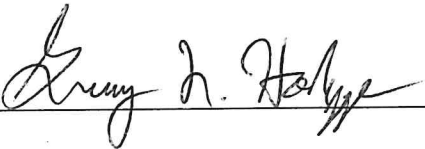
hereto, notwithstanding that both parties may not have executed the same counterpart. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.

IN WITNESS WHEREOF, the COMPANY and the CITY have caused this Agreement to be executed in their respective names and caused their respective seals to be affixed thereto, and attested to as of the date first above written.

HILS FAMILY, LLC

By: 
Printed name: Jared Hils
Its: _____

ATTEST:

By: 

THE CITY OF MOBERLY

By: _____
Jerry Jeffrey, Mayor

ATTEST:

D. K. Galloway, CMC/MRCC, City Clerk

EXHIBIT A
PROJECT SITE PLAN
G-P&Z



<h1 style="margin: 0;">CITY OF MOBERLY</h1> <h2 style="margin: 0;">Planning & Zoning Review</h2>	<p>PROJECT: Hills Pharmacy 800-820-N. Moberly, MO Moberly, Missouri 65202</p> <p>OWNER OF RECORD: Hills Pharmacy, LLC 11111 Highway 50 Moberly, MO 65202</p>	<p>LEGAL DESCRIPTION: LOT 21 & 22, BLK 17, ST. JOSEPH'S CATHOLIC CHURCH TRUST, MOBERLY, MISSOURI</p> <p>BUILDING INFORMATION: CITY, PHARMACY, STORE, LABORATORY MATERIALS: CONCRETE, METAL, GLASS, PAINT, FLOORING, FINISH</p>	<p>ZONING INFORMATION: CITY OF MOBERLY ZONING ORDINANCE, CHAPTER 107 SECTION 107.01 (D) ZONING DISTRICT: PD-107 SECTION 107.02 (B) PERMITTED USES: PHARMACY, STORE, LABORATORY, FINISH MATERIALS, CONCRETE, METAL, GLASS, PAINT, FLOORING, FINISH</p> <p>ABUTTING PARCELS:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>LOCATION</th> <th>OWNER</th> <th>ADDRESS</th> </tr> </thead> <tbody> <tr> <td>N. WEST</td> <td>W. WEST</td> <td>S. WEST</td> </tr> <tr> <td>8.1. 00-21-84-0000-0000</td> <td>8.1. 00-21-84-0000-0000</td> <td>8.1. 00-21-84-0000-0000</td> </tr> <tr> <td>8.2. 00-21-84-0000-0000</td> <td>8.2. 00-21-84-0000-0000</td> <td>8.2. 00-21-84-0000-0000</td> </tr> <tr> <td>8.3. 00-21-84-0000-0000</td> <td>8.3. 00-21-84-0000-0000</td> <td>8.3. 00-21-84-0000-0000</td> </tr> <tr> <td>8.4. 00-21-84-0000-0000</td> <td>8.4. 00-21-84-0000-0000</td> <td>8.4. 00-21-84-0000-0000</td> </tr> <tr> <td>8.5. 00-21-84-0000-0000</td> <td>8.5. 00-21-84-0000-0000</td> <td>8.5. 00-21-84-0000-0000</td> </tr> </tbody> </table>	LOCATION	OWNER	ADDRESS	N. WEST	W. WEST	S. WEST	8.1. 00-21-84-0000-0000	8.1. 00-21-84-0000-0000	8.1. 00-21-84-0000-0000	8.2. 00-21-84-0000-0000	8.2. 00-21-84-0000-0000	8.2. 00-21-84-0000-0000	8.3. 00-21-84-0000-0000	8.3. 00-21-84-0000-0000	8.3. 00-21-84-0000-0000	8.4. 00-21-84-0000-0000	8.4. 00-21-84-0000-0000	8.4. 00-21-84-0000-0000	8.5. 00-21-84-0000-0000	8.5. 00-21-84-0000-0000	8.5. 00-21-84-0000-0000	
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		<p>MONUMENT SIGN: Scale: 1/4" = 1'-0"</p>		<p>TYP. WALL ELEVATION: Scale: 1/4" = 1'-0"</p>																					
		<p>DEMOLITION PLAN: Scale: 1" = 10'-0"</p>		<p>STORMWATER BMP'S & CALCS: Scale: 1" = 10'-0"</p>																					

G-P&Z

PLANNING & ZONING
6150 W. STATE ST.
ST. LOUIS, MO 63114
314-996-1100



New Building
Hills Pharmacy
800-820 N. Moberly
Moberly, MO 65270

SIN
Steven L. Mohr
Architect
723 West 10th Street
Moberly, MO 65202
314-535-5555
www.stevensin.com

City of Moberly City Council Agenda Summary

Agenda Number: _____ WS #2.

Department: Public Works

Date: October 19, 2020

Agenda Item: State bid for a new 4 post lift for the Street Department.

Summary: We have it in our budget to replace our current 4-post lift in the shop next year fy2022, we are replacing it because its lift capacity is not heavy enough to pick up a lot of our 1-1 ½ ton trucks, it is rated at 14,000 lbs. max and our trucks when outfitted with plows and spreaders, and the bucket trucks and service trucks will exceed that weight. A new 25,000 lb. lift purchased through the state contract #CC180160002 would cost \$ 34,954.74. we have funds budgeted this year fy2021 to purchase a forklift(20k) a trailer (7.5k) and a 6-way blade(8k) that would cover the cost of the lift. When work is required under these heavy trucks, we currently drive the front tires onto ramps and jack up the rear to allow us access under vehicle. I think if possible, it would be better to move the purchase of the lift up to this year fy2021 and worry about the forklift, trailer and blade next fiscal year.

Recommended Action: Direct staff to bring forward to the November 2, 2020 regular City Council meeting for final approval.

Fund Name: Public Works CIP

Account Number: 601.000.5502

Available Budget \$: 34,954.74

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



Vendor: **MOHAWK RESOURCES LTD**
 65 Vrooman Ave, PO Box 110
 Amsterdam, NY 12010
 Phone: 800-833-2006 Fax: 518-842-1289
 Contact: Zach Perlstein x 1600
 Email: zach@mohawklifts.com



QUOTATION
 Quote No: MOBERLY(MO)
 Quote Date: 10/2/2020
 Good Through 12/1/2020
Missouri State Contract #
CC180160002
07/18/2017 - 02/10/2022

BILL TO
Tim Grimsley City of Moberly MO 101 W Reed Rd., Moberly MO 65270 timg@cityofmoberly.com 660-651-6878

SHIP TO
Tim Grimsley City of Moberly MO 101 W Reed Rd., Moberly MO 65270 timg@cityofmoberly.com 660-651-6878

Shipping Method	Shipping Terms	s	Payment Terms
Best Way	FOB Destination, Freight Prepaid	7-10 Weeks ARCO*	Net 30

Part Number	Description	Qty	List Price	Purchase Price	Total
025-025-005	TR-25A (25' Tracks) 25,000lb (with Standard Airlock Release)	1	\$ 24,650.00	\$ 20,757.89	\$ 20,757.89
019-000-010	RJ-15 Rolling Jacking Beam (15,000 lb capacity)	2	\$ 6,090.00	\$ 5,128.42	\$ 10,256.84
025-011-137	Air Line Option, TR19, FL25, TR25 - 30FT	1	\$ 1,710.00	\$ 1,440.00	\$ 1,440.00
Installation	Installation	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00

NOTES:	SUBTOTAL	\$ 34,954.74
	Sales Tax (if applicable)	
	Credit Card Fee**	
	TOTAL	\$ 34,954.74

Click here for Mohawk Resources Federal Form W-9: www.mohawklifts.com/Mohawk-W9

This quotation is subject to the terms and conditions noted on the following page

FINANCING OPTIONS

FINANCE TO OWN - \$1 BUYOUT			
24 mo	36 mo	48 mo	60 mo
\$1,580.09	\$1,077.69	\$835.42	\$690.50
FIRST YEAR SECTION 179 TAX DEDUCTION**			(\$12,234.16)
COST AFTER SECTION 179 TAX SAVINGS			\$ 22,720.58

**Assumes 35% Tax Rate

This example was provided to Mohawk Lifts by GreatAmerica Financial Services ("GreatAmerica"), to whom we regularly refer certain customers interested in financing purchases from us. Actual financing terms and arrangements are proposed by GreatAmerica at the time of credit application. Mohawk does not participate in the credit application or credit decision process, which is solely between our customer and GreatAmerica. Mohawk does not have any ownership interest in Great America and Mohawk does not receive any referral fees or other compensation from GreatAmerica. Our referral to GreatAmerica is solely as a convenience to our customers interested in financing purchases from Mohawk. It is not a condition of this transaction that the customer finance its purchase or finance with GreatAmerica.

TERMS AND CONDITIONS

This order is subject to the General Terms and Conditions of Sale and Warranties found at www.mohawklifts.com/terms and www.mohawklifts.com/warranty

Delivery and Installation

- A fork truck must be supplied at the offload site to unload the equipment from the freight carriers' trailer and if applicable for the installation.
- The Customer is responsible for inspecting all Products at the time of delivery and before signing the delivery receipt, freight bill, or bill of lading. Should the customer determine at the time of delivery that any items are damaged or missing the Customer must note the item, discrepancy, or condition on the delivery receipt, freight bill, or bill of lading. Mohawk is not responsible for missing or damaged products when the Customer has signed the delivery receipt, freight bill, or bill of lading in good condition.
- Quoted installation does not include electrical hook-up or any concrete work which may be required. Electrical and any concrete work that may be required must be preformed prior to installer's appointment date.
- Quoted Installation does not include any unforeseen circumstances such as plumbing, electrical, in floor heat, rebar, steel structures, drain, or drain slopes in the existing floor. Installation price is subject to change if the lift is unable to be installed at the time of scheduled appointment, if the shop condition is not ready for installation (lack of adequate concrete, no electrical service, etc), or any other condition which would require additional return trips by the installer.
- Price does not include Sales tax (unless applicable), duties, brokerage, or any other fees.
- Any and all permits, licenses, fees, etc. are the Customers' responsibility

PAYMENT

Payment for your equipment, including installation, is due with order or prior to shipping.

Payment can be made by certified check or wire transfer.

****VISA or MasterCard** accepted for orders less than \$18,000.00. A 3.25% processing fee will apply.

Acknowledged and Accepted by:

Signature: _____	Date: _____
Name (printed): _____	Title: _____
Phone: _____	Email: _____

To place your order, please return a signed copy of the quote to:

MOHAWK RESOURCES LTD.
 PO Box 110, Amsterdam, NY 12010
 Email orders@mohawklifts.com or Fax 518-842-1289

BUY ONCE. BUY RIGHT. BUY A MOHAWK!

Mohawk TR-25 for City of Moberly - MISSOURI STATE CONTRACT CC180160002

Zach P. <zach@mohawklifts.com>

Fri 10/2/2020 10:45 AM

To: Tim Grimsley <timg@cityofmoberly.com>

📎 3 attachments (2 MB)

MOBERLY_TR2525.100220-1.pdf; MOBERLY_TR2525.100220.pdf; TR1925.pdf;

Hi Tim - thank you for your time today. Attached please find quotes for Mohawk's TR-25 with Rolling Jacks and Installation, and one quote with the built in air line kits to keep the rolling jacks lines a bit tidier. Not a necessary option, but a "nice-to-have".

Per our call, all quoted equipment has been competitively bid and competitively awarded by the State of Missouri on **MISSOURI STATE CONTRACT CC180160002.**

I've also attached some literature on Mohawk's TR-25, proudly built in the USA for decades of safety, reliability, and longevity. It is AMERICA'S BEST LIFT INVESTMENT.

Below my signature is also a fairly detailed write-up about why Mohawk stands above the rest when it comes to safety, reliability, and longevity.

My cell for ANY questions; 518-810-4706.

From the guys and gals at the factory in Upstate NY, thank you for supporting **AMERICAN** manufacturing!

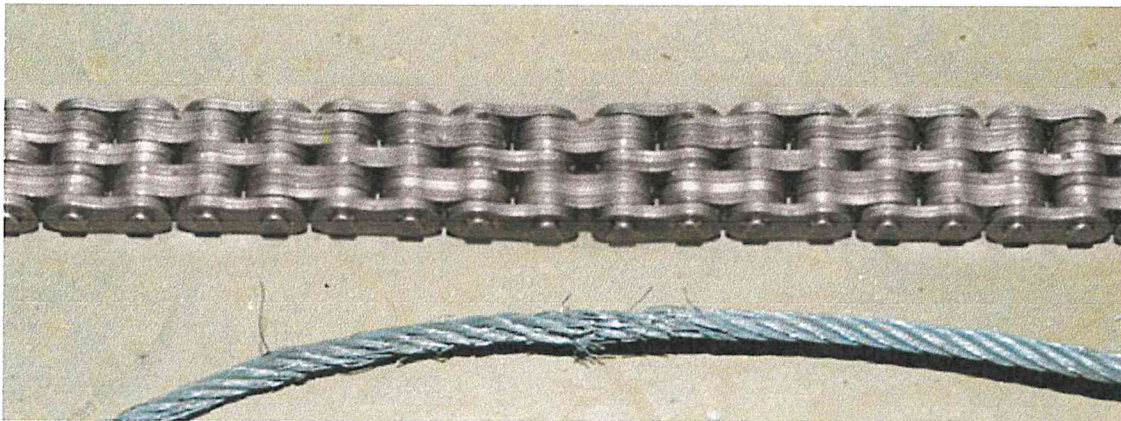
Best,
Zach

The Mohawk leverages a 646-Leaf Chain for Equalization.

Other four-posts leverage wire ropes/cables for equalization. These cables stretch and fray and require DAILY inspections by the operator (screenshot below from cable equalized lift operating manual). As the cables ensure that the lift raises evenly, when cables stretch the lift will not raise evenly, and the locks may not engage simultaneously (screenshot also below from manual), meaning a technician may unknowingly start working when the lift is not on one or more of the locks. To boot, daily inspections will only reveal any kinks, frays, necking, etc. on the outside of the cable (frequent types of cable deformations also shown from cable lift manual below). These daily inspections cannot reveal issues on the inside of the cable. The report from NAVFAC (US Naval Command) details a catastrophic lift failure due to cable ropes that were compromised internally but could not be verified by visual inspection.

The NAVY, like their Armed Forces counterparts, procure the Mohawk TR-25 because of its Safety Track Record. In fact, the TR-25 was awarded a National Stock Number (NSN# 4910-01-424-8934) by the Department of Defense. NSNs are not just handed out willy-nilly--the equipment must go through a robust assessment by central command. The goal of the NSN program is for DOD agencies to procure equipment expeditiously when an immediate need arises. As the equipment has been tested and validated, it allows them to make those purchases quickly knowing that additional safety reviews are not required.

646 LEAF CHAIN VS WIRE ROPE/CABLES



NAVFAC REPORT



NAVFAC Vertical Transportation Equipment Program

NAVFAC VTE Program Safety Directive AL-2013.01

12 April 2013

SUBJ: AUTOMOTIVE LIFT SURVEY OF SUSPENSION WIRE ROPE

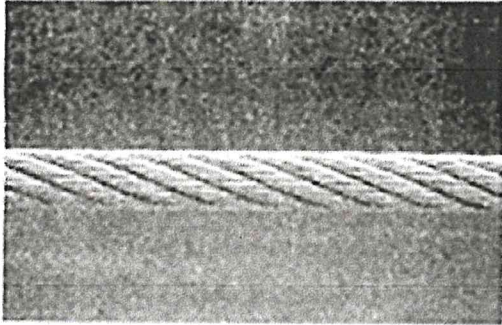
Primary Responsibility: NAVFAC VTE Program Lead Certifying Officials, Navy Wide

Encl: (1) NAVFAC Mid-Atlantic Safety Office Near-Miss Notice
(2) NAVFAC VTE Program Safety Survey 12 April 2013

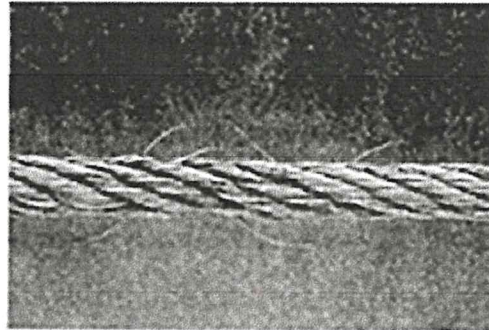
1. On 29 March 2013, Encl (1) was issued as a result of catastrophic failure of the wire rope suspension means on a [REDACTED] 12K lb capacity, four-post automotive lift in Norfolk, VA. The lift design utilizes steel wire ropes to raise and lower the vehicle support ramps. This lift model was manufactured approximately 1988 through 1998.

**WIRE ROPE REPLACEMENT CRITERIA - FROM WIRE ROPE LIFT OPERATING MANUAL
PLEASE ALSO SEE THE NOTE THAT DICTATES IF A SINGLE CABLE MUST BE REPLACED,
THAT ALL 4 CABLES MUST BE REPLACED, IN ADDITION TO SHEAVES, PULLEYS &
ROLLERS.**

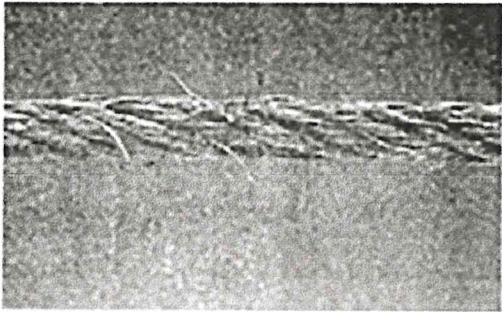
**ONCE YOU ADD IN LABOR THIS COMES OUT TO THOUSANDS OF DOLLARS, NOT TO
MENTION OPPORTUNITY COSTS OF SHOP DOWNTIME**



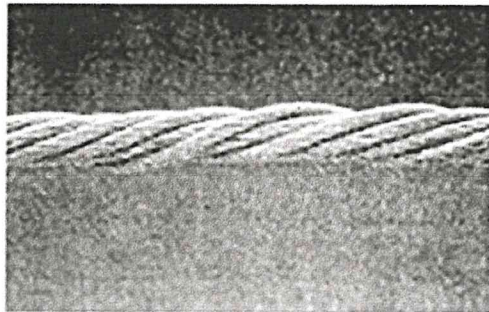
Typical Good Cable



Cable with Broken Wires



Cable with Severe Corrosion



Cable with Necking

Wire Rope Replacement Criteria



WARNING

If any cable is found to be in need of replacement, the entire cable set, pulleys and safety rollers, must be replaced immediately. See *Cable Condition Guide*.

DAILY CABLE & SHEAVE INSPECTION REQUIREMENT - FROM WIRE ROPE LIFT OPERATING MANUAL

Daily: Check cables and sheaves for wear. Observe for frayed cable strands. Wipe cables with a rag to detect hard to see small broken cable strands. Replace cables showing any broken strands. Replace worn parts as required with genuine [REDACTED] parts.

WARNING RE; CABLE EQUALIZATION AND HOW IT IMPACTS FUNCTIONALITY OF SAFETY LOCK - ALSO FROM WIRE ROPE LIFT OPERATING MANUAL

If the equalization cables are out of adjustment the carriages are out of sync, and when the lift is at full rise one of the safety latches may not have the clearance to disengage and allow the lift to lower.

--

Zach Perlstein
Business Development
Mohawk Lifts
518-810-4706

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We have it in our budget to replace our current 4-post lift in the shop next year fy2022, we are replacing it because its lift capacity is not heavy enough to pick up a lot of our 1-1 ½ ton trucks, it is rated at 14,000 lbs. max and our trucks when outfitted with plows and spreaders, and the bucket trucks and service trucks will exceed that weight. A new 25,000 lb. lift purchased through the state contract #CC180160002 would cost \$ 34,954.74. we have funds budgeted this year fy2021 to purchase a forklift(20k) a trailer (7.5k) and a 6-way blade(8k) that would cover the cost of the lift. When work is required under these heavy trucks, we currently drive the front tires onto ramps and jack up the rear to allow us access under vehicle. I think if possible, it would be better to move the purchase of the lift up to this year fy2021 and worry about the forklift, trailer and blade next fiscal year.

Thanks Tim

City of Moberly City Council Agenda Summary

Agenda Number: WS #3.

Department: Parks & Recreation

Date: October 19, 2020

Agenda Item: Change Order for Infield Dirt on Fox and Rothwell Fields

Summary: Four fields (Fox, Groeber, Patrick, and Meinert) were improved with over 400 tons of infield mix made for athletic fields brought in. One more load was needed than originally estimated. This 25 ton load cost an additional \$1,650.

Please note on the attached invoice the total cost of \$29,700 vs. the original bid of \$28,050. The original figure is copied here along with the additional charge of \$1,650 for an additional 25 tons of infield mix.

Recommended Action: Direct staff to bring a resolution to the November 2, 2020 meeting for approval.

Fund Name: Athletic Complex – Land Maintenance

Account Number: 115.048.5305

Available Budget \$: \$52,820.44

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M__ S__ Jeffrey	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution			
<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



Biddle Professional Services-Matt Biddle

DATE: OCTOBER 11, 2020

6605 Winding Way
 Jefferson City, MO 65109
 573-619-7962
mbiddle@advancedturf.com

TO: City of Moberly, Parks & Rec.
 Leslie Keeney
 200 N. Clark St.
 Moberly MO 65270

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
Matt	MLB Infield Mix				Due on receipt	

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
1		1 additional Load of MLB Mix delivered to Rothwell Park Moberly MO 65270	\$1650.00		\$1650.00
		Jacob Bunten, Parks Rec. Dept.			
TOTAL DISCOUNT					
				SUBTOTAL	
				SALES TAX	
				TOTAL	\$1650.00



Biddle Professional Services-Matt Biddle

DATE: OCTOBER 11, 2020

6605 Winding Way
Jefferson City, MO 65109
573-619-7962
mbiddle@advancedturf.com

TO: City of Moberly, Parks & Rec.
Leslie Keeney
200 N. Clark St.
Moberly MO 65270

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
Matt	MLB Infield Mix				Due on receipt	

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
17		17 Loads of MLB Mix delivered to Rothwell Park Moberly MO 65270	\$1650.00		\$28,050.00
		Jacob Bunten, Parks Rec. Dept.			

TOTAL DISCOUNT		
	SUBTOTAL	
	SALES TAX	
	TOTAL	\$28,050.00

City of Moberly City Council Agenda Summary

Agenda Number: _____ WS #4.

Department: Administration

Date: October 19, 2020

Agenda Item: Appointment of a Hiring Committee for the City Clerk position.

Summary: City Clerk Kay Galloway announced her retirement effective November 1, 2020. The HR department has advertised the position and is scheduling interviews. The City Manager recommends establishing a Hiring Committee for the purpose of interviewing potential candidates and recommending a successful candidate to the City Council for appointment. Please consider the following persons to serve on the committee: Jerry Jeffrey, Mayor, Brian Crane, City Manager, Marva Viley, HR Director, Randall Thompson, City Attorney and a city councilman to be determined.

Recommended Action: To approve the establishment of a hiring committee for the City Clerk position by motion.

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

City of Moberly City Council Agenda Summary

Agenda Number: _____ WS #5.

Department: City Manager

Date: October 19, 2020

Agenda Item: Appointment to the Housing Authority Board.

Summary: In October 2020 Board member Dennis Stevenson was appointed to complete the term of Mr. Edward. Mr. Stevenson would like to be reappointed to the board for a 4-year term on the Moberly Housing Authority Board.

Recommended

Action: Direct staff to bring to the November 2nd Council meeting for reappointment.

Fund Name: N/A

Account Number: 0

Available Budget \$: 0

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

Housing Authority of the City of Moberly

MAILING ADDRESS
P.O. BOX 159
MOBERLY, MISSOURI 65270-0159

EXECUTIVE DIRECTOR: DONNA DUNWOODY

September 7, 2020

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

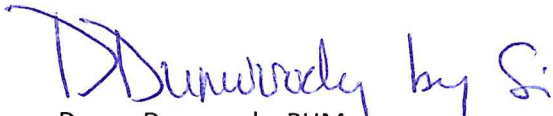
Dear Mayor:

Dennis Stevenson was appointed to fill the term ending October 2020 for a Resident Board Commissioner for the Moberly Housing Authority due to the death of Commissioner Edwards. I am once again submitting the name of Dennis Stevenson, who is a resident, as required for this commissioner seat for term ending October 2024. Mr. Stevenson lives at the Moberly Towers and has served as the resident commissioner in the past.

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

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

Sincerely,



Donna Dunwoody, PHM
Executive Director

MOBERLY TOWERS
205 FARROR STREET

L. W. CASE APARTMENTS
220 TAYLOR STREET

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



ALLENDALE
MANOR
APARTMENTS
23 KEHOE AVENUE

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

COUNTRYVIEW GARDEN
APARTMENTS
23 KEHOE AVENUE

Dennis Stevenson

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

October 7, 2020

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

Dear Mayor:

You appointed me to fill an unexpired term for a former Resident Commissioner last month and I would like to volunteer to become the Resident Commissioner again. I am a resident, as required for this commissioner seat, and live at the Moberly Towers. I served as the resident commissioner in the past. I moved from the Towers but have now moved back to the Towers. I attended the board meetings during my term on the board. I told Donna Dunwoody, the Executive Director that I was interested in serving and she said I would need to write a letter asking for my name to be considered.

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

Sincerely,



Dennis Stevenson

City of Moberly City Council Agenda Summary

Agenda Number: _____ WS #6.

Department: Administration

Date: October 19, 2020

Agenda Item: A new Social Media Policy for inclusion in the City Personnel Manual.

Summary: The City uses various social media platforms to interact with the public. Federal law has developed over time which dictates certain limitations on our use of social media. The primary objective of this policy is to protect the city from liability for unlawful activities and to give employees information about the consequences of abusing social media.

Recommended Action: To authorize approval of this policy by Resolution during the November 2 city council meeting.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

APPENDIX A
CITY OF MOBERLY
SOCIAL MEDIA POLICY

I. PURPOSE

The CITY OF MOBERLY (City) uses social media broadcasting platforms to further amplify the city’s mission statement to enhance city services and quality of life in Moberly. The social media policy is designed to announce legal standards created by local, state, and federal law on the usage of social media when doing business with the CITY OF MOBERLY. All employees, elected officials, vendors and others doing business with the CITY OF MOBERLY, are hereby notified that unless authorized by the state legislature, Congress, or local, state, and federal court rulings, all civil and criminal laws regarding speech, privacy, discrimination, and other issues apply to your use of social media platforms. Additionally, we encourage all employees, elected officials, vendors, and other third parties doing business with CITY OF MOBERLY to read the terms of service of the specific social media platform they are using to communicate with the city.

CITY OF MOBERLY employees should know that public employment means there are certain limitations on freedom of speech. Government employers enjoy considerable discretion to manage their operations and the First Amendment does not require a public office to be run as a roundtable for employee internal complaints and gripes. This policy is clearly drafted and rooted in local, state, and federal law, not subjectivity. The ultimate purpose of this policy is to educate employees, elected officials, vendors and any other third-party using CITY OF MOBERLY equipment and personal devices for city business.

**Announcing Inherent Risks Of Using Official CITY OF MOBERLY
Social Media Sites and Third-Party Sites**

Despite using state of the art Internet and other security technology, The CITY OF MOBERLY cannot guarantee with one hundred (100%) assurance the security of your work-related or personal data on sponsored and non-sponsored social media platforms when you access, post, tweet, upload or engage in any way with the CITY OF MOBERLY.

Defining Your Role As A Social Media Broadcaster and Publisher

The U.S. Supreme Court and lower courts classify social media as a “high liability” medium that can reach millions and possibly billions of people; therefore, you have a higher duty of care broadcasting or publishing content on Social Media Platforms or the Internet in general, and especially conducting official business with the CITY OF MOBERLY.

Legal Authority: *See U.S. Supreme Court Cases Establishing Your Duty Of Care To Recognize The Enormous Power Of Social Media Platforms: Packingham v. Missouri 137 S.Ct. 1730 (2017), Riley v. California 134 S.Ct. 2473 (2014) CITY of Ontario, California v. Quon 560 U.S. 746 (2010)*

II. POLCY DRAFTING INTENT

It is the intent of this policy to put all CITY OF MOBERLY employees, elected officials, vendors and other third parties doing business with the city on notice that social media is not a lawless electronic platform. All CITY OF MOBERLY employees, elected officials, vendors, and other third parties doing business with the city are expected to follow all local, state, and federal laws regarding social media speech and privacy.

Additionally, it is the intent of the CITY OF MOBERLY to avoid vague or overbroad policy language, especially regarding prior restraint on speech issues, general First Amendment issues, privacy issues copyright issues and other social media legal issues. This goal is accomplished by using precise policy language that replicates U.S. Supreme Court rulings, federal rulings and statutes, state court rulings and statutes, and local laws.

Although ethical conduct is very important for all CITY OF MOBERLY employees, appointed officials, vendors, volunteers, and other third parties doing business with the CITY OF MOBERLY, the core of CITY OF MOBERLY's social media policy is built on current laws and court rulings, not ethics or subjective intent. The primary goal of this policy is to balance a desire by the CITY OF MOBERLY to achieve an open, engaging, and transparent government while simultaneously maintaining a strict adherence to follow all relevant local, state, federal laws, and court rulings regarding related social media issues.

Intent Regarding Violation Of This Policy

This social media policy operates to strike a balance between an employee's right to speak as a citizen on issues of public concern and the CITY OF MOBERLY avoiding real harm that meaningfully impairs the efficiency of the CITY OF MOBERLY's operations and services. This policy applies to both work content on official CITY OF MOBERLY social media sites and work content on personal social media sites and personal devices. It should be noted that your work content on your personal sites could fall under the public records act of Missouri.

Determination of violations of the CITY OF MOBERLY's social media policy is not done in an arbitrary and subjective manner. The social media policy itself does not create a separate judicial or oversight system. Like the determination of other policy violations, social media policy violations are based on pre-existing administrative and local, state, and federal laws. A determination that the city's speech policies have been violated are based on the form, content, and context of a given statement, and an assessment of real, not conjectural harm to the efficiency of the workplace. Once a factual determination has been made that there is a violation of the CITY OF MOBERLY's social media policy, the evidence is examined considering clearly established CITY OF MOBERLY discipline and termination procedures.

More On Policy Intent

It is the intent of this social media policy to clearly communicate to all CITY OF MOBERLY employees, elected officials, vendors, other third parties doing business with the city, that there are certain categories of speech that aren't protected under the First Amendment. That includes defamation, obscenity, fighting words, true threats, child pornography, crimes involving speech, internal speech that courts do not adjudicate as matters of public concern (personal grievances or grips), and diminished protection for commercial speech. The CITY OF MOBERLY's intent in sponsoring certain social media platform, apps, and related social media accounts is for business purposes only. The intent of this policy is not to chill Internet speech or opinions, but to deliver legally acceptable content that promotes our original mission statement which is to enhance public safety and quality of life, in partnership with all the people in our City

Of Moberly.

It is never the intent of the CITY OF MOBERLY to block social media users from gaining access to CITY OF MOBERLY public record information. However, there may be situations where confidential data (i.e. health, pensions, employee personal information) falls out of the orbit of state and federal public records law and is non-accessible to the public on a website or city social media page. Additionally, there may be a social media page that CITY OF MOBERLY designates as a limited public forum which limits the topics that can be discussed on the page. Unless the content is off-topic, prohibited by state and federal law or the platform terms of service, the City Of Moberly does not delete, block, or regulate the content of a person's opinion based on his or her viewpoint.. It only formulates rules and procedures to ensure that users are stating opinions related to the specific topic of the designated social media forum or other digital platform.

In addition to social media content that doesn't relate to a pre-designated topic in a limited public forum, the CITY OF MOBERLY only deletes or blocks social media content that is determined by clearly established law that the content is not protected First Amendment speech. There may be times a social media page is designated as a one-way City of Moberly communication medium. This page is classified as one-way communication under the Government Speech Doctrine.

Regarding, social media sponsored pages at work, it is the intention of this policy to clarify the issue of transmitting and receiving CITY OF MOBERLY work-related content on personal devices. All local, state and federal laws and relevant court rulings regarding CITY OF MOBERLY social media content attaches to personal devices. Social Media users are hereby notified that no special rights or exemptions are created by using your personal device to transmit or receive content from a CITY OF MOBERLY social media page or other city sponsored digital media. Courts often determine liability based on your social media content, not the location and device ownership issues. All social media content on your personal devices could be adjudicated by courts as a public record that can be disseminated to the public or discoverable under state and federal laws.

Additionally, it is the intent of the CITY OF MOBERLY to adhere to the "Terms Of Service" enunciated by each social media platform (i.e. Facebook, Twitter, Instagram, YouTube). Therefore, users of CITY OF MOBERLY sponsored pages should read the "Terms of Service" of the platform.

Legal Authority: *See Pickering v. Board of Education* 391 U.S. 563, 568 (1968), *San Diego v. Roe*, 543 U.S. 77, 82, (2004), *Garcetti v. Ceballos*, 547 U.S. 410, 418 (2006), *Connick v. Myers*, 461 U.S. 138, 149 (1983), *Liverman v. City of Petersburg* 844 F.3d 400 (2016), *United States v. Nat'l Treasury Employees Union (NTEU)*, 513 U.S. 454 (1995). *Walker v. Sons of Confederate Veterans*, 135 S.Ct. 2239 (2015). *Packingham v. North Carolina* 137 S. Ct. 1730 (2017), *Matal v. Tam* 582 _U.S. (2017), *Widmar v. Vincent* 454 U.S. 263 (1981)

III. DEFINITIONS

CITY OF MOBERLY User: A CITY OF MOBERLY employee, elected official, city appointed person, volunteer, vendor, or other third party doing official business with the city has been authorized by the CITY OF MOBERLY to create, send, receive CITY OF MOBERLY content on internal servers, sponsored CITY OF MOBERLY social media pages, and outside social media platforms approved by the CITY OF MOBERLY. Persons or entities may be deemed CITY OF MOBERLY Users regardless of whether they transacted or performed on CITY OF MOBERLY-issued device or personal devices.

Approval of Social Media Sites: All City of Moberly sponsored social media sites shall be (1) approved by the CITY OF MOBERLY; (2) published using approved City social media platforms and tools; and (3)

administered and monitored by city. Designees can be any department employee or city approved person.

Official Site Identification. Each CITY OF MOBERLY social media site shall include an introductory statement that clearly identifies the site as an official site of the CITY OF MOBERLY. Where possible, social media sites are to link back to the official city website for forms, documents, and other information or correspondence. All city social media sites shall clearly indicate they are maintained by the city and shall have City of Moberly contact information prominently displayed.

Web Developer/Social Media Coordinator: An authorized CITY OF MOBERLY representative who is responsible for designing city websites and all social media communications. For instance, posting official social media communications and responding to social media inquiries.

CITY OF MOBERLY Social Media Policy Team: This is a designated group appointed by the CITY OF MOBERLY that exchanges ideas regarding social media policies and procedures.

CITY OF MOBERLY Social Media and Related Technology means various forms of discussion and information sharing platforms, including but not limited to, social networks, blogs, apps, video sharing, podcasts, wikis, message boards, text messaging, live streaming, and other online city digital media communications. Examples of related technology include e-mail, instant messaging, texting, Facebook, Twitter, Instagram, Pinterest, Snapchat, YouTube, Flickr, LinkedIn, Periscope, and other emerging electronic platforms. This term also includes City of Moberly communicative or recording devices capable of or enabling sharing to social networks such as drones, wearable technology, mobile phones, Google Glass, GoPro, and other smart devices.

CITY OF MOBERLY Social Media Account: This means an approved social media account created or initiated by the CITY OF MOBERLY for employees, appointed officials, elected officials, volunteers and vendors.

Terms of Service: Social Media platform rules by which a user agrees to follow when using that particular social media network (i.e. Facebook, Twitter)

CITY OF MOBERLY Approved Social Media Content means those City of Moberly communications or expressions for which the CITY OF MOBERLY has given permission for employees or appointed officials to use.

Spam: The abuse of electronic messaging systems (including most broadcast media, digital delivery system) to send unsolicited bulk messages indiscriminately. While the most widely recognized form of spam is e-mail spam, the term is applied to similar abuses in other media: instant messaging spam, Usenet newsgroups spam, Web search engine spam, spam in blogs, wiki spam, online classified ads spam, mobile phone messaging spam, internet forum spam, junk fax transmissions, social networking spam, and file sharing network spam.

Social Media Site Moderator and Creator of Content: A social media site creator who wishes to create a social media site shall make a request to a CITY OF MOBERLY designated official.

IV. APPLICABILITY

This Policy applies to all CITY OF MOBERLY employees, elected officials, volunteers, appointed officials, consultants, service providers, contractors, interns, and any other CITY OF MOBERLY Users who utilize CITY OF MOBERLY Social Media and Technology or conduct city business via their personal device.

V. POLICY

A. GENERALLY - Assume that All Posts, Tweets, Other Electronic Content That Relate to CITY OF MOBERLY Business or Your Employment Duties are Going to be Read by a Judge or Jury. Additionally, They May Be Potentially Hacked or Viewed By A Friend, or Friend of Friend, And Can Be Captured By An Authorized User Taking A Screenshot.

Sponsored Social Media Pages From Your Work-Issued Or Personal Devices

It is the express desire of the CITY OF MOBERLY to stay out of your personal lives with non-work-related content utilizing your own technological devices. However, under certain circumstances, even personal expressions on personal devices about other persons affiliated in any way with the CITY OF MOBERLY, may cause tremendous challenges in the workplace—perhaps exposing you and/or the CITY OF MOBERLY to costly liability. More specifically, relevant work-related content on your personal devices may be classified as a public record or discoverable as part of a civil or criminal case.

Therefore, you assume the risk of inherent technological defects in using third party platforms on your work and personal devices. It is your responsibility to read the “Terms of Service” prior to using a third-party platform. Additionally, this caution also applies to utilization of public or open Wi-Fi networks, Bluetooth technology, or other less secure methods of data dissemination.

General Missouri Discovery Rule: 56.01

B. PRIVACY: AUTHORIZATION – All Local, State, and Federal Privacy Rights Apply To Using Social Media, You Do Not Have Expansive Or Exclusive Privacy Rights Using CITY OF MOBERLY Sponsored or Non-Sponsored Social Media Platforms. You May Have Personal Liability Exposure Under 42 U.S.C.S. 1983 And Tort Law. When Using Social Media, You Have A Diminished Expectation Of Privacy Due To Hacking, Human Error, Malware, and the Broad Scope of the Missouri Public Record and Open Meetings Law.

Regarding the privacy of CITY OF MOBERLY data, all employees, elected officials, vendors or any other third party doing business with the CITY OF MOBERLY must receive written authorization from a designated CITY OF MOBERLY official prior to creating, editing, deleting or materially make changes on CITY OF MOBERLY sponsored social media pages from your work or personal device.

Both the CITY OF MOBERLY owned equipment and your personal devices must be compatible with CITY OF MOBERLY technology and existing IT architecture to ensure industry level privacy safety in data extraction, encryption, installing applications, synchronization of data, and using internal and external software and hardware. It is also important that you read the “Terms Of Service” language in a specific platform regarding privacy issues.

CITY OF MOBERLY passwords, usernames, profiles, credentials, Social Media Accounts and administrative identifications on your city or personal devices are the property of CITY OF MOBERLY. They do not create special or personal expectations or zones of privacy. This especially holds true in the event of a CITY OF MOBERLY audit, pending public records request, court orders relating to pending or threatened litigation, or in the enforcement of this policy. Notwithstanding the preceding, the CITY OF MOBERLY does provide certain reasonable security for specific CITY OF MOBERLY Social Media and Technology in accordance with Missouri and federal laws. But, even with the city's reasonable attempt to securitize all city sponsored digital media, no system or countermeasures to social media intrusions can be guaranteed to work in all circumstances. Accordingly, you must immediately report any suspicious activity or access attempts made by third parties or unauthorized persons or entities to your supervisor and other CITY OF MOBERLY designee who oversees social media and other digital media.

MISSOURI DATA BREACH STATUTE: § 407.1500 RSMO,
COMPUTER FRAUD AND ABUSE ACT 18 U.S.C. § 1030

C. SOCIAL MEDIA PUBLIC RECORDS AND OPEN MEETINGS – If You Conduct CITY OF MOBERLY Business on City Social Media Sponsored Accounts Via Your Work or Personal Devices Or Using A Third Party Storage (Cloud) Service, You Are Hereby Notified That Access To Social Media And Other Digital Media Content Is Governed By The Missouri Public Records Act 610.010.6(6) And Open Meeting Laws 610.01. In The Event Of A Public Record Request, Discovery Request In A Lawsuit, Or Repair Of Your Work Or Personal Device, You Should Always Notify A CITY OF MOBERLY Official or Authorized Designee That Possible Public Records May Exist On Your Personal Devices and Personal Social Media Accounts.

In accordance with the above, social media, text messages, email, and other digital media content may be subject to stringent CITY OF MOBERLY and Missouri public records retention and production policies. This means that you must not delete, block, or unsubscribe certain names and other contact information. The unauthorized deletion of public records and blocking third parties from your social media account may result in municipal liability and/or personal liability as well as evidentiary spoliation claims (destruction of evidence) which may jeopardize your ability or the CITY OF MOBERLY's ability to defend itself properly in legal proceedings.

Upon separation of employment, termination, resignation, retirement, or other cessation of any affiliation with the CITY OF MOBERLY, you agree to provide all work-related content on CITY OF MOBERLY issued devices, personal devices, personal social media accounts, apps or other third party platforms for a determination by CITY OF MOBERLY officials as to whether the content is classified as public records or confidential records under Missouri law. If in doubt, you must verify with the appropriate CITY OF MOBERLY official as to whether a record is classified as a public record or confidential.

D. CITY OF MOBERLY OWNERSHIP OF DATA – The CITY OF MOBERLY Owns All City Work-Related Data, Logos, Photographs, and Other Items Posted or Displayed on CITY OF MOBERLY Social Media Accounts. The Fact That Your Personal Devices or Personal Social Media Pages Contain CITY OF MOBERLY Owned Data Does Not Change The CITY OF MOBERLY’s Legal Right To Claim Ownership To That Content.

Additionally, CITY OF MOBERLY contractors, especially cloud storage vendors doing business must expressly agree to adhere to Missouri retention and other public record laws notwithstanding if the CITY OF MOBERLY is presently using the service or terminates the service. *Missouri Public Records Act Mo. Rev. Stat § 610.010.6(6)*.

City of San Diego v. Roe, 543 U.S. 77, 82 (2004), Copyright Act of 1976, which provides the basic framework for the current copyright law, was enacted on October 19, 1976, as Pub. L. No. 94-553, 90 Stat. 2541

E. PROHIBITED SPEECH, EXPRESSION, AND CONDUCT – Social Media Only Amplifies CITY OF MOBERLY Communications. It Does Not Expand or Contract Existing Speech Laws Under The First Amendment Of The U.S. Constitution and State Constitution Free Speech Laws.

You are hereby notified that local, state, and federal laws, and recent court rulings place certain limitations on the scope of your social media speech. All employees should know that if your workplace speech on social media isn’t determined by the courts to be considered “of public concern”, but rather “gripes” or grievances or internal issues relating to the CITY OF MOBERLY, courts won’t recognize this speech as protected speech under the First Amendment.

The CITY OF MOBERLY adheres to the U.S. Supreme Court and lower court rulings on First Amendment protected speech which are decided on a case by case basis. The cases include a balancing test (that has been modified over the years) between speech that is considered protected public concern speech and speech that is either not public concern speech or speech that does qualify as public concern speech, but the public concern speech is outweighed by the need of a public employer to maintain the efficiency and fluid operations of the department. The CITY OF MOBERLY clearly understands and takes very seriously a determination that certain unprotected speech materially, not conjecturally, impairs the efficiency of CITY OF MOBERLY operations.

CITY OF MOBERLY employees, elected officials, vendors, and all other third parties doing business with the city are hereby notified that the speech below has been found to cause a real, not conjectural, adverse impact on a city’s operational fluidity, and the public’s health, safety, and welfare:

- 1) Speech that is categorized as workplace grievances or internal speech is often not considered “of public concern” speech and may not receive protected speech classification by the courts under today’s First Amendment public sector analysis.
- 2) Speech that is libelous or slanderous (i.e. video, pictures, words, hashtags, memes that may be considered libel by implication).

- 3) Speech that is harassing (creates a hostile environment, cyber-harassment, cyber-stalking), discriminatory based on race, gender, religion, national origin, sexual orientation, disability, or age and violates state and federal civil rights acts and other laws. Harassing speech may also include persistent communications regarding CITY OF MOBERLY employees, appointed officials, elected officials, volunteers, vendors, and other third parties doing business with the CITY OF MOBERLY. Additionally, CITY OF MOBERLY users should be aware that courts view harassing statements on social media as inherently severe (your potentially reaching millions of people) and pervasive (the comments are permanent digital footprints on the digital landscape).
- 4) Speech that is obscene which generally requires that: a) the average person, applying contemporary City Of Moberly community standards would find that the speech taken as a whole, appeals to the prurient interest; b) the speech depicts or describes, in a patently offensive way, sexual conduct or excretory functions specifically defined by applicable state law; and c) whether the speech, taken as a whole, lacks serious literary, artistic, political, or scientific value. *Miller v. California* 413 U.S. 15 (1973)
- 5) Speech that constitutes fighting words that present an imminent harm *See Chaplinsky v. New Hampshire* 315 U.S. 568 (1942)
- 6) Speech that constitutes true threats. *See Elonis v. United States* 575 U.S. _ (2015), 18 U.S.C. § 875(c)
- 7) Speech that is classified as extortion. Missouri Revised Statutes Section [566.200](#), (Blackmail, Coercion, Revenge Porn)
- 8) Speech that violates Missouri's and federal privacy laws. *See Financial Privacy*: 362.422 RSMo Invasion of Privacy: 565.252 and 565.253 RSMo, Tampering With A Computer: 569.095 to 569.099 RSMo, Identity Theft: 570.223, Unsolicited E-Mail: 407.1135 to 407.1141 RSMo, Health Records: 167.183 RSMo.

Federal Statutes: Electronic Communication Privacy Act (ECPA) [1986] Computer Fraud & Abuse Act (CFAA) [1986], Children's Online Privacy Protection Act (COPPA) [1998] collecting, using, or disclosing personal information from minors under the age of 13, Controlling the Assault of Non-Solicited Pornography and Marketing Act (CAN-SPAM Act) [2003], Health Insurance Portability and Accountability Act: Public Law 104-191, Electronic Surveillance 18 U.S.C. § 2510, 18 U.S. Code § 2261A.
- 9) Speech that constitutes cyberstalking.: Cyber-stalking is using text-messaging, emails, or other online means in a way that causes the victims to reasonably feel frightened for their safety or the safety of their family or housemates. Defendants can be convicted of violating *Federal Cyberstalking*: 8 U.S.C. 875(c), *Missouri Statute*: 565.090
- 10) Speech in violation of any copyright, trademark, or trade secret federal or Missouri law. *U.S. Constitution Article I Section 8. Clause 8, U.S. Copyright Law: U.S. Code Title 17, U.S. Trademark Law: 15 U.S. Code Chapter 22, Digital Millennium Copyright Act: Public Law 105- 304, 112 Stat. 2860 (1998), Missouri Trademark Act: Chapter 417*
- 11) Blocking First Amendment Speech On Social Media Platforms: *U.S. Constitution First Amendment, Knight First Amendment Institute v. Donald J. Trump, President Of The United*

States, U.S. 2nd Circuit Court of Appeals, 18-1691(2018)

- 12) Any other unprotected speech under U.S. Supreme Court, lower court rulings and state laws.
- 13) Violations of The Terms Of Service on a specific platform regarding speech.

All CITY OF MOBERLY sponsored social media accounts and content represent the speech, opinions, and viewpoints of the CITY OF MOBERLY. Accordingly, the CITY OF MOBERLY shall exercise editorial control over the content and viewpoint of any speech or city social media and technology within the parameters of the government speech doctrine and all local, state, and federal laws. The government speech doctrine preference and protection are separate from speech protections afforded by the First Amendment. *See Walker v. Texas Division, Sons Of Confederate Veterans Inc., 576 US _ (2015)*

F. DUTY TO REPORT PROHIBITED OR UNAUTHORIZED SPEECH; FORWARDING LIABILITY – You Must Immediately Report Possible Violations of this Policy and Unauthorized CITY OF MOBERLY Speech to Avoid Potential Liability To The CITY OF MOBERLY.

You shall not forward or retweet any prohibited or unprotected communications except to report the content in question to an authorized city official or his or her designee, The unauthorized forwarding of any City communications referenced herein may expose the CITY OF MOBERLY and you to professional and personal liability under Missouri and federal law.(i.e. receiving libelous content and then making material edits to the content before forwarding or re-tweeting it could expose you to republication liability.

G. VIOLATIONS; SANCTIONS; APPEAL PROCESS AND PROCEDURES – This Policy Will Be Enforced by the CITY OF MOBERLY, and You Will Be Given a Meaningful Opportunity to Appeal Determinations that You Violated this Policy and Any Disciplinary Actions Imposed. This Process is Outlined Below and is a Recognized Form of Post-Deprivation Due Process.

This social media policy does not create a separate disciplinary and termination system. Violations of this Policy are subject to CITY OF MOBERLY separations and disciplinary actions as provided in Section IX of the city Personnel Policies and Procedures Manual (current edition).

H. TEXT MESSAGES — The U.S. Supreme Court Has Ruled That An Organization Can Conduct A Search Of Text Messages On Work-Issued Phones Where There Is A Legitimate Work- Related Purpose and The Search Was Not Excessive In Scope. Also, Courts Are More Inclined To Rule That Relevant Work-Related or Public Records Created On Personal Social Media Accounts And Personal Devices Can Be Part Of An Employer Investigation.

Text messages are convenient, but they may be misconstrued due to misspelling or problems with the auto-correct. Additionally, they may be the subject of public records requests, administrative investigations, and discovery in legal proceedings. Text messages are often transitory and may not relate to CITY OF MOBERLY business; however, you must be cautioned that you are responsible for ensuring that the city is able to retrieve and retain all business related text messages on work and personal devices.

Missouri Public Records Mo. Rev. Stat. § 610.010.6(6), Ontario v. Quon 560 U.S. 746 (2010), Electronic Communications Privacy Act (18 U.S.C. § 2510 et seq.), Telephone Consumer Protection Act, 47 U.S.C. § 227

I. UNAUTHORIZED ENDORSEMENTS OF PRODUCTS, THIRD PARTY ONLINE INFLUENCERS, ADVERTISEMENTS, SPONSORSHIPS, SOLICITATIONS OF FUNDS FOR NON-MUNICIPAL SERVICES, GIFTS, RECEIVING PRIZES OR GIFTS FROM ONLINE GAMES, CONTESTS, SWEEPSTAKES

The CITY OF MOBERLY does not allow any advertising that promotes the sale of any city product or services without authorization from a CITY OF MOBERLY designated official. Without official authorization, the CITY OF MOBERLY does not endorse, sponsor, or approve any online lottery, contest, video or online game, app, blog, third party influencers, or any other commercial enterprise or person that offers prizes or benefits. Additionally, the CITY OF MOBERLY prohibits any solicitation of funds on their Sponsored Social Media Sites for non-municipal purposes that includes but is not limited to promoting a specific product, endorsement of a political candidate, religion, race, national origin, sex, age or any other group that is for non-municipal purposes

J. RECORDING – You Must Be Aware of Potential Conflicts, Ethics Violations, and Violations Of State and Federal Law When Recording Without The Proper Consent.

All employees, appointed officials, vendors, volunteers, and other third parties doing business with the CITY OF MOBERLY need to clearly understand that as more sophisticated social media platforms, wearable technology, Internet of Things, and other portable recording devices emerge, you have a higher duty of care to be familiar with Missouri recording laws.

Missouri's wiretapping law is a "one party consent" law. Missouri makes it a crime to intercept or record any "wire, oral, or electronic unless one party consents to recording the conversation: Mo. Rev. Stat. § 542.402.2.

K. WEBSITE LINKS, PHISHING, AND REDIRECTION – Be Cautious with Links and Shares That May Redirect You to Offensive or Malicious Content and Applications. Report Any Suspicious Items Immediately.

You are hereby notified that CITY OF MOBERLY Social Media Accounts and CITY OF MOBERLY Social Media and Technology may contain links, shortcuts, applications, and other items that may redirect you or the public to sites that are stealing your data and offensive or malicious content and applications. You should notify the city immediately if you encounter this problem.

L. CREATING, EDITING, DELETING, BLOCKING, AND PUBLISHING ON A CITY OF MOBERLY SOCIAL MEDIA ACCOUNT – To Publish, Post, Create, Edit, or Delete on CITY OF MOBERLY Social Media Accounts, You Must Be Authorized by the City To Do So.

The CITY OF MOBERLY does not delete or block messages indiscriminately. The city doesn't use blocking or deleting in a discriminatory manner or as punishment for political beliefs, viewpoints on certain issues, criticizing elected officials or employees, and as a tool to promote or any way show preference for one elected official or another. Only a Social Media Coordinator is authorized to delete or block messages. *Missouri Public Records Act § 610.010.6(6) and Open Meeting Laws: 610.010 to 610.200. Remove social media content according to the Governor of Missouri "Best Practices for Social Media Usage in Missouri" issued in 2012 and federal law. CAN-SPAM Act of 2003- Public Law 108-187, 15 U.S.C. Chapter 103, Missouri False Advertisement §407.010 to 407.130, False Advertising: 407.020), U.S. Trademark Law: 15 U.S. Code Chapter 22, Missouri Trademark Act, RSMo 417.005 to 417.066, Off-Topic Speech In A Designated Limited Public Forum: Perry Ed. Assn. v. Perry Local Educators' Assn. 460 U.S. 37 (1983), Pleasant Grove City, Utah v. Sumnum, 129 S. Ct. 1125, 1132 (2009).*

San Diego v. Roe :: 543 U.S. 77 (2004, Missouri Public Records Act 610.010 6(6) and Open Meeting Act 610.01, *Knight First Amendment Institute v. Donald J. Trump, President Of The United States*, U.S. 2nd Circuit Court of Appeals, 18-1691-cv (2018)

M. PROCEDURE FOR DEVELOPING CITY OF MOBERLY SOCIAL MEDIA ACCOUNTS AND PROFILES-- If You or Your Department Would Like to Utilize CITY OF MOBERLY Social Media Accounts in Addition to Existing City Social Media Accounts, then Request Permission for Same.

Individual departments desiring to establish additional CITY OF MOBERLY Social Media Accounts must obtain approval from a CITY OF MOBERLY authorized designee.

SEVERABILITY; CONFLICTS

If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this Policy is declared unconstitutional by valid final judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part of this policy. Should this policy conflict with CITY OF MOBERLY city ordinances or parts thereof, then those provisions shall apply, but only to the extent that it does not conflict with CITY OF MOBERLY ordinances.

VI. DISCLAIMER; NON-WAIVER

The CITY OF MOBERLY disclaims all liability and shall not be responsible for any effect, injury, damage, claim, action, or demand to the fullest extent permissible under law relating to or arising from a post or submission to a social media site, application, or other external web service by any member of the public, the city's removal of or failure to remove a post or submission by a member of the public, the city's failure to follow or enforce this policy in every circumstance, or any other matter related to this policy. The city further disclaims all liability and shall not be responsible for third party content or expression that are posted by CITY OF MOBERLY social media users that are not acting during business with the CITY OF MOBERLY as outlined in this policy.

Failure to comply with this [policy or any portion thereof by the CITY OF MOBERLY shall not create any expectation or interest in any private, public, or other right of action against the CITY OF MOBERLY, its elected or appointed officials, employees, personnel, or agents of the city.

By posting information, content, or any expressions to any CITY OF MOBERLY sponsored sites, applications, or web services, the CITY OF MOBERLY does not waive any legal right, protection, privilege, or immunity, including but not limited to, copyright, trademark, and/or sovereign immunity, and the CITY OF MOBERLY retains all rights to such information, content, or any expressions to the fullest extent permissible under federal and Missouri law.

VII. EFFECTIVE DATE

Effective _____, 2020, the CITY OF MOBERLY shall implement this Policy, violation of which may result in disciplinary actions or sanctions as provided herein or as set forth in the CITY OF MOBERLY Personnel Policies and Procedures Manual.

City of Moberly City Council Agenda Summary

Agenda Number: _____
Department: Administration
Date: October 19, 2020

Agenda Item: Review of EDA Grant Award Document

Summary: The City of Moberly applied for and was awarded funding from the US Dept. of Commerce Economic Development Administration for public infrastructure improvements in the City of Moberly. The city received federal funds equaling \$4,809,787 with a local match of \$1,566,813. This makes a total investment of \$6,376,600 in public infrastructure in Moberly. These funds will go towards the following projects:

N. Morley Lift Station/Forcemain	Retrofit sewer lift station and extend sewer force main
Moberly Area Industrial Park/Plumrose	Loop Water Main
Sewer I and I Improvements and Streetscape	Sewer Repairs in Downtown to increase sewer capacity
Regional Detention Basin	Stormwater Detention Project
Combined Sewer Infrastructure - Downtown	Storm Water Detention project
Plumrose Pressure Improvement	Replace Key Water Mains (Sturgeon, Rollins)

The local match will be paid from the utility fund and Downtown CID using the NID financing which was approved in September of 2020. This financing was through Regional Missouri Bank for \$1,700,000 for 17 years at 3.05%. Below is a breakdown of the yearly expense from each fund to pay back the NID financing package from each fund for the local match of the project:

DOWNTOWN CID	Year 1 - 17	\$9,000	\$153,000
UTILITY FUND	Year 1- 17	\$121,000	\$2,057,000
	Total Payments	\$130,000	\$2,210,000

Recommended

Action: Direct staff to bring to the November 2 Council meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION ACCEPTING A GRANT AWARD FROM THE U.S. DEPARTMENT OF COMMERCE IN THE AMOUNT OF \$4,809,787 AND AUTHORIZING EXECUTION OF THE FINANCIAL ASSISTANCE AWARD.

WHEREAS, on Wednesday, October 14, 2020, the Economic Development Administration of the U.S. Department of Commerce (“EDA”) announced a grant award to the City of Moberly in the amount of \$4,809,787.00 to fund public infrastructure improvements in Moberly, Missouri; and

WHEREAS, the City is required to execute a Financial Assistance Award, attached hereto, indicating agreement to the terms and conditions of the award; and

WHEREAS, the Financial Assistance Award is to be executed by the Mayor of the City of Moberly and returned to the EDA by November 13, 2020.

NOW, THEREFORE, BE IT RESOLVED this 2nd day of November, 2020, by the City of Moberly, Missouri, that the EDA grant award is accepted; and

BE IT FURTHER RESOLVED, that the Mayor of Moberly, Missouri is hereby authorized to execute and submit the Financial Assistance Award on behalf of the City and take such other and further actions as may be necessary to successfully obtain the grant funds.

Presiding Officer

DATE: _____

ATTEST: _____
City Clerk



United States Department of Commerce
Economic Development Administration
Denver Regional Office
1244 Speer Boulevard, Suite 431
Denver, Colorado 80204

WS #7.

October 14, 2020

In reply refer to:
Investment No.: 05-79-06034

The Honorable Jerry Jeffrey
Mayor
City of Moberly
101 West Reed
Moberly, MO 65270

Dear Mayor Jeffrey:

The Department of Commerce's Economic Development Administration (EDA) has approved your application for a \$4,809,787 EDA investment for the Infrastructure Improvements.

Enclosed is a signed copy of the *Financial Assistance Award*. Your agreement to the terms and conditions of the award should be indicated by the signature of your principal official on the *Financial Assistance Award*. The executed copy should be returned to Janet Miller, jmiller@eda.gov. If not signed and returned within 30 days of receipt, EDA may declare the Award null and void.

Please do not make any commitments in reliance on this award until you have carefully reviewed and accepted the terms and conditions. Any commitments entered into prior to obtaining the approval of EDA in accordance with its regulations and requirements will be at your own risk.

EDA's mission is to lead the federal economic development agenda by promoting innovation and competitiveness, preparing American regions for growth and success in the worldwide economy. EDA implements this mission by making strategic investments in the nation's most economically distressed communities that encourage private sector collaboration and creation of higher-skill, higher-wage jobs. EDA investments are results driven, embracing the principles of technological innovation, entrepreneurship and regional development.

EDA shares your expectations regarding the impact of this investment and looks forward to working with you to meet the economic development needs of your community.

Sincerely,

Angela B. Martinez
Regional Director
Denver Regional Office

Enclosures

FINANCIAL ASSISTANCE AWARD

FEDERAL AWARD ID NUMBER
05-79-06034 URI:114721

RECIPIENT NAME
City of Moberly

PERIOD OF PERFORMANCE
September 28, 2020 - March 27, 2025

STREET ADDRESS
101 West Reed

FEDERAL SHARE OF COST
\$ **4,809,787**

CITY, STATE, ZIP CODE
Moberly, MO 65270

RECIPIENT SHARE OF COST
\$ **1,566,813**

AUTHORITY
Public Works and Economic Development Act of 1965, as amended (42 U.S.C.

TOTAL ESTIMATED COST
\$ **6,376,600**

CFDA NO. AND NAME
11.307 Economic Adjustment Assistance 2019 Disaster Supplemental Funding

PROJECT TITLE
Infrastructure Improvements

This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.

- DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS
- R & D AWARD
- FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE
- SPECIFIC AWARD CONDITIONS
- LINE ITEM BUDGET
- 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101
- 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES
- MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIFIC AWARD CONDITION.
- OTHER(S): EDA Construction Standard Terms and Conditions - effective 2-12-2016; and

Compliance with EDA Disaster Assistance Program Requirements: "Fraud Awareness Training"

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

Angela B. Martinez, Regional Director

ANGELA MARTINEZ

Digitally signed by
ANGELA MARTINEZ

DATE

September 28, 2020

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

Jerry Jeffrey, Mayor

DATE

City of Moberly City Council Agenda Summary

Agenda Number: _____ WS #8.

Department: Public Works

Date: October 19, 2020

Agenda Item: An emergency change order .

Summary: I have requested a change order from Willis Brothers who are under contract with us for stormwater work on the Harrison & Garfield project for an emergency repair on the twin CMP culverts under Holman, West of MACC (see attached map and explanation).

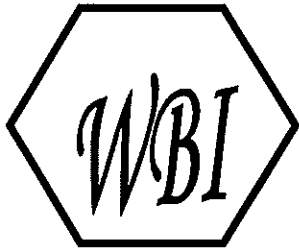
Recommended Action: Direct staff to bring forward to the November 2, 2020 regular City Council meeting for final approval.

Fund Name: Transportation Trust

Account Number: 600.178.5409

Available Budget \$: 532,307.60

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



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

Change Order Add
Harrison/Garfield Project

October 19, 2020

City of Moberly
Attn: Tom Sanders
101 West Reed St
Moberly, MO 65270

210" 36" Poly Lining	158.00 per ft	\$ 33,180.00
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Sincerely,

Tom Willis
660-651-0935

Emergency Change Order Explanation

MACC is out to bid to replace drainage pipes that have collapsed and flow into the pipes under Holman. They are working with Mary in Utilities to find an agreeable approach to their issues. After recent inspection, we found the 48" CMP piped rusted and deformed to less than 40" in diameter in places. We have determined that two 36" smooth wall HDPE pipes will flow nearly as much as the corrugated larger diameter CMP pipe. Due to the collapse of the college piping and all of the shot rock that has washed into the inlet box on the upstream side of the City pipes, the existing pipes are flowing less than half of their design capacity. The relined tubes will be secure and flow all the capacity needed in this area and will be a long term repair.

By doing this as a change order under the existing contract (see attached), we are able to line and grout these twin outfalls with 210' of 36" HDPE smooth wall pipe for \$158/ft. installed for a total cost of \$33,180. To excavate and replace the piping would require tearing out the road, significant excavation, extensive grubbing with numerous large trees, new base and replacing pavement, not to mention the road closed through there for weeks at best.

