

**A G E N D A**  
**WORK SESSION MEETING**  
**City of Moberly**  
**August 17, 2020**  
**6:00 PM**

**Requests, Ordinances, and Miscellaneous**

1. Discussion of advertisement of bids for CDBG Demo Grant Phase 1 (23 houses)
2. Receipt of Bids for Infield Dirt at Rothwell Park and Fox Park
3. Review of a Change Order #2 for the Morley St. Sidewalk Project
4. Review an Amendment #1 to MoDOT State Block Grant Agreement for Omar N Bradley Airport Runway 13-31.
5. A request to revise Sec. 40-276 to raise the posted speed limit on Shepherd Brothers Blvd to 30 MPH.
6. Ordinances authorizing the issuance of \$1,700,000 of City of Moberly, Missouri Downtown Public Facilities Neighborhood Improvement District Limited General Obligation Bonds and Bond Purchase Agreement.
7. Discussion of new Text Amendment for the Temporary Living Shelters.
8. Discussion of Text Amendment changes for Living Quarters in the B-2 District and mixed-use facilities in a B-3 commercial district.
9. Discussion of new Text Amendments for Cannabis Odor Control.
10. Discussion regarding project costs for ESP contract including meters, billing software, and antennas.

# City of Moberly City Council Agenda Summary

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

Department: Community Development  
Date: August 17, 2020

**Agenda Item:** Discussion of advertisement for bids on Phase 1 (23 houses) on the CDBG Demo Grant.

**Summary:** Phase 1 of the CDBG demo grant will be put out for bid on 8/12/20. Phase 1 consists of the demolition, clean up and lot reseeded of 23 structures. All interested contractors will be required to participate in a walkthrough of the properties on 8/26/20 prior to submitting their bid for demolition. Bid opening for Phase 1 of this project will be on 9/2/20. In order to expedite the start of the demolition process we will be asking for council to approve the contractor bid, for this phase, during the 9/8/20 regular council meeting.

**Recommended Action:** Direct staff to bring forward to September 8, 2018 regular City Council meeting for final approval.

**Fund Name:** Structure Demolition

**Account Number:** 100.005.5418

**Available Budget \$:** 138,789.77

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

## ADVERTISEMENT FOR BIDS

The City of Moberly, Missouri was awarded a Community Development Block Grant from the Missouri Department of Economic Development. The funds will be utilized to demolish vacant, dilapidated residential structures throughout the City of Moberly. **The City of Moberly will be accepting bids for approximately twenty-three (23) residential structures to be demolished.**

Sealed bids will be received by City Clerk, D.K. Galloway, at the City of Moberly, 101 W. Reed St., Moberly, MO 65270 until 10:00 A.M. Wednesday, September 2, 2020. The bids will then be publicly opened at said office and read aloud immediately following, on the same day. Bid packets must be labeled as follows: ***Moberly Residential Demolition***. Any bids received after the 10:00 A.M. deadline will be considered ineligible. **NO FAXED BIDS WILL BE ACCEPTED.**

A Mandatory Pre-Bid Meeting will be held on Wednesday, August 26, 2020 at 8:00 A.M. at the City Hall located at 101 W. Reed St., Moberly, MO 65270. A walk-thru of the project sites will be conducted. Only bids received from a contractor attending this walk-thru will be accepted. Contractors will receive bid documents the day of the walk-through.

All bids **must** have a bid guarantee equivalent to 5% of the bid amount. This can be secured by a bid bond or certified check and **must** be included with the bid. Other bonding requirements may be required from the contractor after bid is awarded.

The bid also must include the bidders OSHA 10 hour safety certification.

The City reserves the right to waive any informalities or to reject any or all bids.

Prevailing Wage does not apply for this project.

The City of Moberly is an Equal Opportunity Employer and invites the submission of bids from minority and women-owned firms. For questions please contact Samantha Diffenderfer, Mark Twain Regional Council of Governments at (573) 565-2203.

**PUBLISH TWO TIMES IN THE FOLLOWING:**

**WEDNESDAY, AUGUST 12, 2020 EDITION  
WEDNESDAY, AUGUST 19, 2020 EDITION**

**AN AFFIDAVIT IS REQUIRED UPON COMPLETION**

# City of Moberly City Council Agenda Summary

Agenda Number: WS #2.  
 Department: Park & Recreation  
 Date: August 17, 2020

**Agenda Item:** Rothwell and Fox Park Infield Dirt

**Summary:** Advertisement was made in the newspaper and on Facebook and the attached bids were received.

The infield mix (sand/clay) will allow us to renovate these fields, cut the crowns around the infield before bringing in topsoil and seed, and then laser grade the infields for proper drainage. By renovating these practice fields (Meinert, Patrick, Groeber, Fox), they will be better quality, lower maintenance, and have fewer weather closures. We had received bids two years ago for dirt and approved them, but the supplier was bought out and ceased making/selling the line of dirt we had been purchasing for a few years.

Staff recommends approval of the low bid (\$28,050) from Biddle Professional Services.

**Recommended**

**Action:** Direct staff to bring a resolution to the September 8, 2020 meeting

**Fund Name:** Athletic Complex Land Maintenance

**Account Number:** 115.048.5305

**Available Budget \$:** \$55,000

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



# CITY OF MOBERLY

## "BID OPENING" Sign-In Sheet

Date: 7/29/20

Name

Company

Alexis Keener

Dura edge - \$49,700

*includes  
delivery*

Jacob Bunter

Advanced Turf Solutions - \$

*561,124.31*

Biddle Professional services - 28,050.00



QUOTATION AND ACCEPTANCE ORDER

Customer Acct No / Name  
60542 Moberly, City of (MO)

Date  
7/14/2020

Quote  
QUO124

Project  
Infield Dirt Mix Bid Request

Attention  
Jacob Buntten

Customer PO

I am pleased to quote you the following price(s):

Products/Services	Quantity	Unit	FOB	Unit Price	Total
10-110 DuraEdge Classic Infield Mix Price includes delivery.	400	Tons	40-IL-GC	\$124.25	\$49,700.00

Sales Tax \$0.00

Grand Total \$49,700.00

TERMS AND CONDITIONS OF SALE:

The sale of products and services by DuraEdge Products, Inc., Natural Sand Company, Inc., Homefield, and its divisions, subsidiaries, and affiliates ("DuraEdge") are subject to these terms and conditions ("Agreement") regardless of other additional terms or conditions that conflict with or contradict this Agreement in any purchase order, document, or other communication. Preprinted terms and conditions on any document of customer ("Customer") (for example: Orders or confirmations) and/or DuraEdge's failure to object to conflicting or additional terms will not change or add to the terms of this Agreement.

- Quantity of product quoted provided by the Customer.
- Payment terms are Payment With Order (PWO), or Net 30 with approved credit. Orders over \$50,000 require a Purchase Order, or a 30% down payment and 70% due Net 30. Applicable Tax Exempt and Credit Application forms must be provided for invoicing.
- We accept Visa, MasterCard, Discover, and American Express; an additional fee of 2.5% applies.
- Prices are subject to change if signed quote is not returned within 30 days and for any reason after 90 days.
- Prices quoted exclude applicable sales or related taxes unless otherwise indicated above.
- Prices quoted for delivered bulk materials are based on usual and customary full-truckload quantities in the Project area, and upon safe and easy access for delivery; additional charges may apply for lesser quantities.
- All orders subject to acceptance by DuraEdge. All orders are F.O.B. Freight Prepaid and Add, per the indicated location(s) above, unless otherwise noted (ex. Pickup for product(s) specifically indicated as picked up locally by the Customer, delivery services listed separately, etc.)
- Prices quoted are subject to change based on any unforeseen costs in transportation, strikes, transportation facilities or other causes of delay beyond our control.
- DuraEdge shall be entitled to charge waiting time where the appointed delivery vehicle has been held on the Project site or from being unable to enter the Project Site for longer than one (1) hour when delivering Products to Customer under this Agreement.
- Customer agrees not to modify, reverse engineer, or perform any similar operation on Products acquired under this Agreement.
- This quote is governed by the law of the State of Pennsylvania, USA, including its provisions of the Uniform Commercial Code.
- This Agreement shall be binding upon and inure to the benefit of the parties hereto; customer shall not transfer, assign or subcontract its right and obligations under this Agreement.





**QUOTATION AND ACCEPTANCE ORDER**

**60542 Moberly, City of (MO):**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Signor: \_\_\_\_\_

**DuraEdge Products, Inc.:**

Coby Schmucker, Central Regional Sales Manager

Email: [cschmucker@duraedge.com](mailto:cschmucker@duraedge.com)

Phone: 724-870-4425



QUO124

DuraEdge Products DBA Homefield  
149 South Broad Street  
Grove City, PA 16127  
Phone: (866) 867-0032 Fax: (724) 264-4174



**Advanced Turf Solutions**  
Sales Quote #201485

Quote Date: 07/29/2020  
Expires: 09/30/2020  
Customer: 150611 | Moberly Parks & Recreation  
Customer PO: Jacob B.  
Sales Rep: Matt Biddle  
Email: mbiddle@advancedturf.com  
Pay Type: NET 45

Location: 730 | ATS - Columbia  
Ship Type: Direct Ship  
Delivery Date Requested: 08/03/2020 - 09/30/2020

**Comments:** Jacob Bunten, 660-998-2140. \*\*\* Delivery Dates Requested: 08/03/2020 to 09/30/2020.

**Bill To Address:**  
Leslie Keeney A/P  
Moberly Parks & Recreation

200 N. Clark Street  
Moberly, MO 65270

**Ship To Address:**  
Rothwell Park  
Moberly Parks & Recreation  
Jacob  
304 Rothwell Park Rd.  
Moberly, MO 65270

Product ID	Product Name	Order Req	Price	Total
SAF1056-TON	SAF DIAMOND SELECT INFIELD MIX - BULK	17.0	\$1,571.43	\$26,714.31
<i>Comments: 17 loads of material. 24 tons per load.</i>				
ATS SHIPPING-NT	ATS SHIPPING-NO TAX	17.0	\$1,730.00	\$29,410.00
<i>Comments: This is an estimated cost of shipping. This is what a load cost to ship to Madison High School in May of 2020.</i>				

Unit Total: 34.0  
Product Total: \$56,124.31  
Shipping Charge: \$0.00  
Quote Total: \$56,124.31\*

\* Quote Does Not Include Tax

**PRICES ARE SUBJECT TO CHANGE BASED ON MARKET CONDITIONS**

---

This quote is not your final invoice, and may not reflect taxes, shipping or other charges.

---

Quote Terms:

# Order

## Biddle Professional Services

Matt & Drew Biddle  
 6606 Winding Way  
 Jefferson City MO 65109  
 573-617962

Date	Estimate No
7/21/20	145

Name / Address
Moberly Parks & Rec. Jacob Bunten 200 N. Clark St. Moberly, MO 65270

PO Number
-----------

Description	QTY	Rate	Amount
MLB Infield Mix 24 tons per load. Approx. 17 cu. Yards of material per load. Price includes shipping	17	\$ 1,650.00	\$ 28,050.00
Shipping Address: Rothwell Park 304 Rothwell Park Rd. Moberly, MO 65270 Contact person is Jacob Bunten, 660-998-2140			\$ - \$ - \$ -
Thank you for your business! Matt Biddle	<b>Total</b>		<b>\$ 28,050.00</b>

## City Accepting Bids

The City of Moberly, Missouri will receive sealed bids in the City Clerk's Office, 101 W Reed St., Moberly, MO 65270 until 10:00 a.m. Wednesday, July 29, 2020 for the following.

### **Infield Dirt Mix**

Project scope consist of a baseball/softball infield dirt mix with an industry standard of sand to silt/clay ratio. Bidder must provide cost for 400 ton of infield dirt/delivered.

The City of Moberly reserves the right to accept or reject any or all bids. For more information, call 660-269-8705 x 2040.



101 W Reed St., Moberly,  
MO 65270 until 10:00  
a.m. Wednesday, July 29,  
2020 for the following. In-  
field Dirt Mix Project scope  
consist of a baseball/soft-  
ball infield dirt mix with an  
industry standard of sand  
to silt/clay ratio. Bidder  
must provide cost for 400  
ton of infield dirt/delivered.

---

**BIDS WANTED**

---

City Accepting Bids. The  
City of Moberly, Missouri  
will receive sealed bids  
marked "Parks Infield Dirt"  
at the City Clerk's Office,

The City of Moberly re-  
serves the right to accept  
or reject any or all bids.  
For more information, call  
660-269-8705 x 2040.

7-25-2020

# **CITY ACCEPTING BIDS**

THE CITY OF MOBERLY, MISSOURI WILL RECEIVE SEALED BIDS MARKED

“PARKS INFIELD DIRT” AT THE CITY CLERK’S OFFICE,

101 W REED ST. MOBERLY, MO 65270 UNTIL 10:00 A.M. WEDNESDAY, JULY 29, 2020 FOR THE FOLLOWING.

## **INFIELD DIRT MIX**

PROJECT SCOPE CONSIST OF A BASEBALL/SOFTBALL INFIELD DIRT MIX WITH AN INDUSTRY STANDARD OF SAND TO SILT/CLAY RATIO. BIDDER MUST PROVIDE COST FOR 400 TON OF INFIELD DIRT/DELIVERED.

THE CITY OF MOBERLY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

FOR MORE INFORMATION, CALL 660-269-8705 X 2040



# City of Moberly City Council Agenda Summary

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

Department: Public Works

Date: August 17, 2020

**Agenda Item:** Change Order #2 for the Morley St. Sidewalk Project

**Summary:** These changes reflect additional channelizers needed for traffic control and a lump sum deduct for out-of-spec concrete.

Please find attached the change order with a decrease of (\$6,766.96).

**Recommended Action:** Direct staff to bring forward to the September 8, 2020 regular City Council 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	<b>Mayor</b>		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ <b>Jeffrey</b>	___	___
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution			
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	<b>Council Member</b>		
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ <b>Brubaker</b>	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ <b>Kimmons</b>	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ <b>Davis</b>	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M___ S___ <b>Kyser</b>	___	___
<input type="checkbox"/> Consultant Report	<input checked="" type="checkbox"/> Other <u>Change order</u>	Passed	Failed	

**CHANGE ORDER No. 2**

CONTRACTOR: S&A Equipment & Builders, LLC  
 PROJECT NAME: Morley Street Improvement Project

LPA: City of Moberly  
 PROJECT NO.: STP-4500(207) & STIP 2P3220

**WS #3.**

**The Contractor is hereby directed to make the following changes from the contract:**

**1. DESCRIPTION AND REASON FOR CHANGE:**

The line item adjustments below are each participating items (Base Bid A).

**Item 616-10.05 Channelizers** - In order to expedite completion of the paved approaches at the south end of the project between Coates Street and the Housing Authority and to provide appropriate lane drop conditions on Morley St, additional channelizers beyond plan quantity were needed for adequate in-place traffic control, resulting in an additional 20 EA of Channelizers.

**Item 999-99.01 Concrete Mix Deduction** - Contingent item added at negative Lump Sum amount. As a result of some concrete pours placed on the project through July 14th not meeting specifications due to considerably low air content, a 25% deduction was applied to the unit bid prices of the following items: 290.4 SY of 8" Paved Approach (290.4 SY x \$72.82/SY x .25 = \$5,286.73), 65.2 SY of Sidewalk/Ramps (65.2 SY x \$55.81/SY x .25 = \$909.70), and 30 LF of Curb and Gutter (30 LF x \$76.07/LF x .25 = \$579.53). This resulted in a total amount of \$6,766.96 to be applied as a Lump Sum cost deduction per item 999-99.01. This Lump Sum deduction is pending all mix meets minimum 28-day compressive strength results.

**2. COST OF WORK AFFECTED BY THIS CHANGE ORDER.**

EST. LINE NO.	CONTRACT ITEM NO.	ITEM DESCRIPTION	UNITS PREVIOUSLY PROVIDED FOR	UNITS TO BE CONSTRUCTED	UNITS OVERRUN, UNDERRUN, CONTINGENT	UNIT PRICE	CONTRACT OR AGREED UNIT PRICE	AMOUNT OF OVERRUN OR PLUS CONTINGENT	AMOUNT OF UNDERRUN OR MINUS CONTINGENT
	616-10.05	Channelizers	135.00	155.00	20.00	EA	\$25.05	\$501.00	
	999-99.01	Concrete Mix Deduction	0.00	1.00	1.00	LS	-\$6,766.96		-\$6,766.96
<b>TOTALS:</b>								<b>\$501.00</b>	<b>(\$6,766.96)</b>

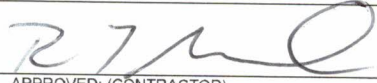

**3. SETTLEMENT FOR COST OF THE ABOVE CHANGE TO BE MADE AT CONTRACT UNIT PRICES, EXCEPT AS NOTED:**  
 N/A

**4 COMMENTS:**

**5 COST ADJUSTMENTS TO THE CONTRACT:**

1. CONTRACT AMOUNT		\$1,274,320.22
2. OVERRUN THIS ORDER	\$501.00	
3. OVERRUN PREVIOUS	\$25,125.12	
4. UNDERRUN THIS ORDER	(\$6,766.96)	
5. UNDERRUN PREVIOUS	(\$4,326.40)	
6. PROJECT TOTAL		\$1,288,852.98

**THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO:**

APPROVED: (OWNER)	DATE	APPROVED: (CONTRACTOR)	DATE
			8/10/20
APPROVED: MODOT	DATE	APPROVED: (CONSTRUCTION ENGINEER)	DATE
			8/10/20

# City of Moberly City Council Agenda Summary

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

Department: Public Works

Date: August 17, 2020

**Agenda Item:** MoDOT State Block Agreement Grant Amendment #1.

**Summary:** The Commission grants an additional sum not to exceed \$6,033,550 for the design and construct Runway 13-31.

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

**Fund Name:** Airport Fund-Contractual Services

**Account Number:** 120.000.5408

**Available Budget \$:** 365,771.33

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

CCO Form: MO18  
 Approved: 05/94 (MLH) Sponsor: City of Moberly  
 Revised: 03/17 (MWH) Project No. 19-034A-1  
 Modified:

CFDA Number: CFDA #20.106  
 CFDA Title: Airport Improvement Program  
 Federal Agency: Federal Aviation Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
 AMENDMENT TO STATE BLOCK GRANT AGREEMENT**

**AMENDMENT #1**

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

WITNESSETH:

WHEREAS, the parties entered into an Agreement executed by the Sponsor on December 18, 2019, and executed by the Commission on January 2, 2020, (hereinafter, "Original Agreement") under which the Commission granted the sum not to exceed Three Hundred Sixty-Six Thousand Eight Hundred Forty Dollars (\$366,840) to the Sponsor to assist with Design Runway 13/31 Reconstruction; and

WHEREAS, the Commission previously approved funds for Design and Construct Runway 13/31 Reconstruction; and

WHEREAS, the level of funding originally approved is not sufficient to cover the costs associated with Design and Construct Runway 13/31 Reconstruction.

WHEREAS, the Commission has sufficient funds to increase the grant amount for Design and Construct Runway 13/31 Reconstruction.

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

(1) ADDITIONAL GRANT: The Commission grants to the Sponsor an additional sum not to exceed Six Million Thirty-Three Thousand Five Hundred Fifty Dollars (\$6,033,550) for Design and Construct Runway 13/31 Reconstruction subject to the following conditions:

(A). The project will be carried out in accordance with the assurances (Exhibit 1) given by the Sponsor to the Commission as specified in the Original Agreement.

(B) This Amendment shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant amendment has been executed by the Sponsor on or before October 1, 2020, or such subsequent date as may be prescribed in writing by the Commission.

(C) Based upon the revised project schedule, the original project time period of September 30, 2020, will be extended to December 31, 2021, to allow for completion of the work. Paragraph (2) of the Original Agreement is hereby amended accordingly.

(D) All other terms and conditions of the Original Agreement entered into between the parties shall remain in full force and effect.

(2) CONSTRUCTION OBSERVATION/INSPECTION REQUIREMENTS: In conjunction with submittal of the construction bid tabulation, the Sponsor shall provide a construction observation/inspection program setting forth a format for accomplishment of resident observation, construction inspection and overall quality assurance.

(3) CONSTRUCTION PROGRESS AND INSPECTION REPORTS: The Sponsor shall provide and maintain adequate, competent and qualified engineering supervision and construction inspection at the project site during all stages of the work to ensure that the completed work conforms with the project plans and specifications. Project oversight by the Commission's project manager or other personnel does not relieve the Sponsor of this responsibility.

(A) The Sponsor shall require the resident project representative to keep daily construction records and shall submit to the Commission a weekly construction progress and inspection report on the FAA Form 5370-1 ("Construction Project and Inspection Report"), completed by the resident project representative. A weekly summary of tests completed shall be included.

(B) Prior to final acceptance, the Sponsor shall provide to the Commission a testing summary report bearing the engineer's seal and including a certification from the engineer that the completed project is in compliance with the plans and specifications.

(4) WAGE LAWS: The Sponsor and its contractors and subcontractors shall pay the prevailing hourly rate of wages for each craft or type of worker required to execute this project work as determined by the Department of Labor and Industrial Relations of Missouri, and they shall further comply in every respect with the minimum wage laws of Missouri and the United States. Federal wage rates under the Davis-Bacon or other federal acts apply to and govern this Agreement also for such work which is performed at the jobsite, in accord with 29 CFR Part 5. Thus, this Agreement is subject to the "Contract Work Hours and Safety Standards Act", as amended (40 U.S.C. Sections 327, *et seq.*), and its implementing regulations. The Sponsor shall take the acts which may be required to fully inform itself of the terms of, and to comply with, state and federal laws.



(5) COMPETITIVE SELECTION OF CONTRACTOR: Construction that is to be accomplished by contract is to be competitively bid in accordance with federal procurement requirements, located at 49 CFR Part 18. Bid notices should be published in a qualified (local or area) newspaper or other advertisement publication located in the same county as the airport project as a minimum.

(6) REVIEW OF BIDS AND CONTRACT AWARD: The Commission shall review all contractors' bids and approve the selection of the apparent successful bidder prior to the Sponsor awarding the construction contract.

(7) NOTICE TO PROCEED: After the Commission receives copies of the executed construction contract between the Sponsor and the contractor, the performance and payment bonds and any other documentation as required by this Agreement, the Commission will authorize the Sponsor to issue a notice to proceed with construction.

(A) Notice to proceed shall not be issued until the Sponsor has provided satisfactory evidence of acceptable title to the land on which construction is to be performed. Ownership status of existing airport property as well as any land or easements acquired under this project must be included in a Certificate of Title tied to a current Exhibit "A" property map.

(B) The Sponsor shall issue a notice to the contractor within ten (10) days of authorization by the Commission, unless otherwise approved by the Commission.

(C) Any construction work performed prior to the Sponsor's issuance of a Notice to Proceed shall not be eligible for funding participation.

(8) DISADVANTAGED BUSINESS ENTERPRISES - CONSTRUCTION: The Sponsor shall notify prospective bidders that DBEs will be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex or national origin in consideration for an award.

(A) The goal for this project to be awarded to DBE firms shall be established by the Commission based on the engineer's construction cost estimate included in the design report. The goal will be a percentage of the federal portion of the contract costs less the amount expended for land, easements, the Sponsor's in-house administration, force account work and any noncontractual costs. Failure to meet the DBE goal can render a bid proposal nonresponsible at the Commission's discretion.

(B) The Sponsor shall conduct field reviews and interviews with workers to ensure that the portion of the work identified in the construction contract to be performed by DBE firms is so performed. Results of these interviews shall be submitted to the Commission with the weekly construction progress reports.

(9) LABOR STANDARDS INTERVIEWS: The Sponsor shall conduct periodic random interviews with the workers to assure that they are receiving the established prevailing wages. Results of these interviews shall be submitted to the Commission with

the weekly construction progress reports.

(10) AIR AND WATER QUALITY STANDARDS: Approval of the project is conditioned on the Sponsor's compliance with the applicable air and water quality standards in accomplishing project construction and in operating the airport. Failure to comply with this requirement may result in suspension, cancellation or termination of federal assistance under this Agreement.

(11) FILING NOTICE OF LANDING AREA PROPOSAL: When a project involving changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7480-1 ("Notice of Landing Area Proposal") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form as filed with the FAA and the FAA airspace determination letter must be provided to the Commission. This form must be submitted for any projects that involve the widening, lengthening or reconstruction of an existing runway or construction of a new runway. When the funded project is strictly a master plan/site selection, this form will be submitted for the final three proposed sites prior to development of the ALP.

(12) FILING NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION: When a development project that does not involve changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7460-1 ("Notice of Proposed Construction of Alteration") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form as filed with the FAA and the FAA airspace determination letter must be provided to the Commission. This form must be submitted for construction of any permanent structures on the airport, temporary structures over 20 feet in height or use of construction equipment over 20 feet tall. It is not necessary for routine construction projects, unless they include above ground installations.

(13) CHANGE ORDERS/SUPPLEMENTAL AGREEMENTS: All change orders/supplemental agreements must be submitted to the Commission for approval prior to implementation to ensure funding eligibility. Requests for additional work for items not included in the original bid must be accompanied by a cost analysis to substantiate the proposed costs.

(14) RESPONSIBILITY FOR PROJECT SAFETY: During the full term of the project, the Sponsor shall be responsible for the installation of any signs, markers or other devices required for the safety of the public. All markers or devices required shall conform with all applicable FAA regulations or specifications.

(A) The Sponsor shall ensure that a safety plan is included in the contract documents and that the Contractor complies with the safety plan during construction.

(B) It is also the responsibility of the Sponsor to issue, through the applicable FAA Flight Service Station, any and all Notices to Airmen that may be required. Copies of notices shall also be sent to the Commission as soon as they are filed with the

FAA.

(15) RECORD DRAWINGS: The Sponsor shall provide one (1) set of blue line or black line as-built construction plans and two (2) sets of the updated ALP with a narrative report to the Commission upon project completion. The Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the Commission and submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said ALP Map is an allowable cost within the scope of this project. The Commission will forward one (1) set of the approved updated ALP to the FAA Central Region office.

(16) PAVEMENT MAINTENANCE MANAGEMENT PROGRAM: The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will:

(A) Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements", for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

(B) Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

(C) Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

- a. Location of all runways, taxiways, and aprons;
- b. Dimensions;
- c. Types of pavement; and
- d. Year of construction or most recent major rehabilitation.

2. Inspection Schedule.

a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular



150/5380-6, the frequency of the inspections may be extended to three years.

b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

(D) Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

1. Inspection date;
2. Location;
3. Distress types; and
4. Maintenance scheduled or performed.

(C) Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the Commission as may be required.

(17) MAINTENANCE PROJECT LIFE: The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a five year period following the completion of this project unless the Commission determines that the rehabilitation or reconstruction is required for safety reasons.

(18) PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF \$250,000:  
The Sponsor agrees to:

(A) Furnish a construction management program to the Commission prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal and/or Commission specifications. The program must include at a minimum:

1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
2. Names of testing laboratories and consulting engineer firms

with quality control responsibilities on the project, together with a description of the services to be provided;

3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials Standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);

4. Qualifications of engineering supervision and construction inspection personnel;

5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and

6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

(B) Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the Commission.

(C) Failure to provide a complete report as described in Subparagraph (B) above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the Commission and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.

(D) The Commission, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

(19) SMALL AIRPORT FUND: The source of this grant may include funding from the Small Airport Fund.

*[Remainder of Page is Intentionally Left Blank]*

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

Executed by the Sponsor this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by the Commission this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION**

**CITY OF MOBERLY**

\_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_  
Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

\_\_\_\_\_  
Title \_\_\_\_\_

Ordinance No. \_\_\_\_\_  
(if applicable)

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the Airport and Airway Improvement Act of 1982, as amended. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**CITY OF MOBERLY**

\_\_\_\_\_  
Name of Sponsor's Attorney (typed)

\_\_\_\_\_  
Signature of Sponsor's Attorney

Date \_\_\_\_\_

# City of Moberly City Council Agenda Summary

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

Department: Police

Date: August 17, 2020

**Agenda Item:** Ordinance revising Sec. 40-276 to raise the posted speed limit on Shepherd Brothers Blvd to 30 MPH.

**Summary:**

The current speed limit of Shepherd Brothers Blvd between Morley and Gratz Brown and Morley and S Williams is 25 mph. With the completion of the sidewalk project along all of Shepherd Brothers Blvd, providing a safe place for pedestrians to walk, the speed limit can be raised to be congruous with the adjoining roadways of S Williams (35 MPH) and Gratz Brown (30 MPH).

**Recommended Action** Direct staff to bring to the September 8<sup>th</sup> Council meeting for final approval

**Fund Name:**

**Account Number:**

**Available Budget \$:**

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

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_  
 Department: Finance  
 Date: August 17, 2020

WS #6.

**Agenda Item:** Ordinances authorizing the issuance of \$1,700,000 of City of Moberly, Missouri Downtown Public Facilities Neighborhood Improvement District Limited General Obligation Bonds and Bond Purchase Agreement.

**Summary:** Under the Downtown Moberly Neighborhood Improvement District, repairs and upgrades to the water and sewer infrastructure will be made utilizing property tax revenues from the district businesses, which was voted upon and enacted approximately 3 years ago. The design engineering and cost estimates have been completed and a request for proposals for the sale of bonds to finance these projects was issued. Responses were received from First State Community Bank and Regional Missouri Bank, with the low bid coming from Regional Missouri Bank. These ordinances authorize entering into an agreement for the sale of the bonds to Regional Missouri Bank and adopting a 17-year repayment schedule.

**Recommended Action:** Direct staff to bring the ordinances forward for approval at the September 8<sup>th</sup> meeting

**Fund Name:** Downtown Moberly CID Property Tax Fund

**Account Number:** 912.000.5500, Principal and Interest

**Available Budget \$:** \$115,000 annually

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

**\$1,700,000**  
**CITY OF MOBERLY, MISSOURI**  
**DOWNTOWN MOBERLY PUBLIC FACILITIES**  
**NEIGHBORHOOD IMPROVEMENT DISTRICT**  
**LIMITED GENERAL OBLIGATION BONDS**  
**(DOWNTOWN MOBERLY PUBLIC FACILITIES IMPROVEMENTS PROJECT)**  
**SERIES 2020**

**BOND PURCHASE AGREEMENT**

September 1, 2020

City of Moberly  
Moberly, Missouri

Re: \$1,700,000 City of Moberly, Missouri Downtown Moberly  
Public Facilities Neighborhood Improvement District Limited  
General Obligation Bonds (Downtown Moberly Public Facilities  
Improvements Project) Series 2020

Ladies and Gentlemen:

On the basis of the representations, warranties and covenants and upon the terms and conditions contained in this Bond Purchase Agreement (this “**Agreement**”), the undersigned, Regional Missouri Bank, Moberly, Missouri (the “**Purchaser**”), hereby offers to purchase for its own portfolio and not for resale all, but not less than all \$1,700,000 City of Moberly, Missouri Downtown Moberly Public Facilities Neighborhood Improvement District Limited General Obligation Bonds (Downtown Moberly Public Facilities Improvements Project) Series 2020 (the “**Bonds**”) to be delivered at the direction of the City of Moberly, Missouri (the “**City**”) under and pursuant to an Ordinance adopted by the City Council on September 8, 2020 (the “**Bond Ordinance**”). *Capitalized words and terms used and not defined in this Agreement, unless the context requires otherwise, shall have the same meanings as set forth in the Bond Ordinance.*

**SECTION 1. CITY’S REPRESENTATIONS, WARRANTIES AND AGREEMENTS**

By acceptance hereof the City hereby represents and warrants to, and agrees with, the Purchaser that:

- (a) The City is a third-class city and political subdivision organized and existing under the laws of the State of Missouri.
- (b) The City has complied with all provisions of the Constitution and the laws of the State of Missouri and has full power and authority to consummate all transactions contemplated by the Ordinance and this Bond Purchase Agreement, and all other agreements relating thereto.

(c) The City has duly authorized by all necessary action to be taken by the City (1) the adoption and performance of the Bond Ordinance, (2) the execution, delivery and performance of this Bond Purchase Agreement, (3) the execution and performance of any and all such other agreements and documents as may be required to be executed, delivered and performed by the City in order to carry out, give effect to and consummate the transactions contemplated by the Bond Ordinance and this Bond Purchase Agreement, and (4) the carrying out, giving effect to and consummation of the transactions contemplated by the Bond Ordinance and this Bond Purchase Agreement. A certified copy of the Bond Ordinance and executed counterparts of all agreements and documents specified herein will be delivered to the Purchaser by the City at the Closing Time (as defined below).

(d) The Bond Ordinance and the Bond Purchase Agreement (together, the “**Transaction Documents**”) when executed and delivered by the City, will be the legal, valid and binding obligations of the City enforceable in accordance with their respective terms, except to the extent that enforcement thereof may be limited by any applicable bankruptcy, reorganization, insolvency, moratorium or other law or laws affecting the enforcement of creditors’ rights generally or against entities such as the City and further subject to the availability of equitable remedies.

(e) The Bonds have been duly authorized by the City, and when issued, delivered and paid for as provided for herein and in the Bond Ordinance, will have been duly executed, authenticated, issued and delivered and will constitute valid and binding obligations of the City enforceable in accordance with their terms and entitled to the benefits and security of the Bond Ordinance (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other law or laws affecting the enforcement of creditors’ rights generally or against entities such as the City and further subject to the availability of equitable remedies). The Bonds shall be neighborhood improvement district general obligation bonds of the City, issued pursuant to Article III, Section 38(c) of the Missouri Constitution and the Neighborhood Improvement District Act, Sections 67.453 to 67.475 of the Revised Statutes of Missouri, payable as to both principal and interest from special assessments against real property benefitted by certain neighborhood improvement district projects, and, if not so paid, from current income and revenues and surplus funds of the City; *provided, however*, the City is not authorized to impose any new or increased ad valorem property tax to pay principal of or interest on the Bonds without the voter approval required by the Constitution and laws of the State of Missouri.

(f) The execution and delivery of the Transaction Documents and the Bonds and compliance with the provisions thereof, will not conflict with or constitute on the part of the City a violation or breach of, or a default under, any existing law, regulation, court or administrative decree or order, or any agreement, ordinance, mortgage, lease or other instrument to which it is subject or by which it is or may be bound.

(g) The City is not, or with the giving of notice or lapse of time or both would not be, in violation of or in default under any indenture, mortgage, deed of trust, loan agreement, bonds or other agreement or instrument to which the City is a party or by which it is or may be bound, except for violations and defaults which individually and in the aggregate are not material to the City and will not be material to the holders of the Bonds. As of the Closing Time, no event will



have occurred and be continuing which with the lapse of time or the giving of notice, or both, would constitute an event of default under the Ordinance or the Bonds.

(h) To the City's actual knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending or, to the knowledge of the City, threatened against or affecting the City wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Bond Ordinance or the validity of the Bonds, the Transaction Documents or any agreement or instrument to which the City is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the Bond Ordinance.

(i) Any certificate signed by any of the authorized officials of the City and delivered to the Purchaser in connection with the Closing shall be deemed a representation and warranty by the City to the Purchaser as to the statements made therein.

## **SECTION 2. PURCHASER'S REPRESENTATIONS, WARRANTIES AND AGREEMENTS**

By its acceptance hereof, the Purchaser hereby represents and warrants to, and agrees with the City that:

(a) The Purchaser's purchase of the Bonds is solely as an investment on and for the Purchaser's own account, as principal, (and not on behalf of another), with the present intent of having the Bonds held in the Purchaser's investment portfolio, and not with a view to or in connection with, any agreement or understanding looking toward any distribution, resale, fractionalization, subdivision or other disposition thereof, and no person or entity other than the Purchaser has a direct or indirect interest in the Bonds.

(b) The Purchaser is an "accredited investor" under Rule 501(a) of Regulation D promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended, and/or a "qualified institutional investor" under Rule 144A promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended (or other applicable state and federal securities laws and regulations) and has sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of the investment represented by the purchase and acceptance of the Bonds.

(c) The Purchaser acknowledges that no official statement or other offering document has been prepared with respect to the Bonds and that the absence of such offering material will limit the liquidity of the Bonds. The Purchaser is familiar with and has counsel who is familiar with federal and state laws pertaining to the transfer and distribution of securities, including, without limitation, disclosure obligations of the seller incident to any such transfer or distribution. The Purchaser understands and acknowledges that the Bonds are exempt from the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

### SECTION 3. PURCHASE, SALE AND DELIVERY OF SERIES 2020 CERTIFICATE

On the basis of the representations, warranties and covenants contained in this Agreement and in the other agreements referred to in this Agreement, and subject to the terms and conditions herein set forth, at the Closing Time (hereinafter defined) the Purchaser agrees to purchase from the City, the Bonds at a Purchase Price of \$1,700,000, together with accrued interest, if any, from the date of the Bonds to the date of payment and delivery (the “**Purchase Price**”). The Bonds shall be delivered under and secured as provided in the Bond Ordinance. The Bonds shall have the maturity, interest rate and payment dates set forth on Schedule 1 attached to and incorporated by reference in this Agreement, and shall be subject to prepayment as shall be set forth in the Bond Ordinance.

Payment for the Series 2020 Certificate shall be made not later than 11:00 a.m. local time on September 29, 2020, or such other date and time as shall be mutually agreed upon by the City and the Purchaser (the “**Closing Time**”), by deposit of the Purchase Price by the Purchaser to the account and credit of the City in the Costs of Issuance Fund and the Project Fund, as applicable in accordance with Article V of the Bond Ordinance Indenture, which funds shall be deposited in separate segregated funds maintained at Regional Missouri Bank, Moberly, Missouri in the custody of the City. A copy of the Bond Certificate shall be available for examination by the Purchaser at least 24 hours prior to the Closing Time.

### SECTION 4. CONDITIONS OF PURCHASER’S OBLIGATIONS.

The performance by the Purchaser of the Purchaser’s obligations under this Agreement is, and shall be subject to receipt by the Purchaser (unless expressly waived in writing) of the following documents at or prior to the Closing:

- (a) The approving opinion of Bond Counsel, dated the date of Closing, relating to the valid authorization and issuance of the Bonds and the exemption under current law of interest thereon from federal income taxation and certain other matters;
- (b) The opinion of the City Attorney dated the date of Closing, relating to the legal status of the City, the proceedings of the City respecting the approval, execution and delivery of the Bond Ordinance and certain other matters;
- (c) Certificates, each dated the date of Closing, signed by an authorized official of the City in forms reasonably satisfactory to the Purchaser stating, as to the City that: (A) each of the representations and warranties of the City contained in the Bond Ordinance and this Agreement is true, accurate, and complete on the date of Closing as if made on and as of the date of Closing, and (B) each of the agreements of the City to be complied with and each of the obligations of the City to be performed under the Transaction Documents on or prior to the date of Closing have been complied with and performed.
- (d) An executed counterpart of each of the Transaction Documents, all of which documents shall, on the date of Closing, be in full force and effect; and

(e) Such additional certificates, legal and other documents as the Purchaser or Bond Counsel may reasonably request.

## **SECTION 5. CONDITIONS TO CITY'S OBLIGATIONS**

The obligations of the City under this Agreement are subject to the performance of the obligations of the Purchaser under this Agreement.

## **SECTION 6. PURCHASER'S RIGHT TO CANCEL**

The Purchaser shall have the right to cancel its obligations hereunder to purchase the Bonds (and such cancellation shall not constitute a default for purposes of **Section 8** hereof) by notifying the City in writing of the Purchaser's election to make such cancellation prior to the Closing Time, if at any time between the date of this Agreement and the Closing Time:

(a) Any litigation challenging any statute under which the Bonds are to be issued is filed in any court in the State;

(b) A stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter is issued or made to the effect that the delivery, offering or sale of obligations of the general character of the Bonds, or the delivery, offering or sale of the Bonds, including all underlying obligations, as contemplated hereby, is in violation or would be in violation of any provision of the federal securities laws, the Securities Act of 1933, as amended and as then in effect, or the registration provisions of the 1934 Act, as amended and as then in effect, or the qualification provisions of the Trust Indenture Act of 1939, as amended and as then in effect;

(c) Legislation is enacted by the Congress of the United States of America, or a decision by a court of the United States of America is rendered, to the effect that obligations of the general character of the Bonds, are not exempt from registration under or from other requirements of the Securities Act of 1933, as amended and as then in effect, or the 1934 Act, as amended and as then in effect;

(d) Additional material restrictions not in force as of the date hereof have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; or

(e) Any general banking moratorium has been established by federal, New York or Missouri authorities.

## **SECTION 7. REPRESENTATIONS, WARRANTIES AND AGREEMENTS TO SURVIVE DELIVERY**

All of the representations, warranties, and agreements contained herein shall remain operative and in full force and effect and shall survive delivery of the Bonds to the Purchaser.

**SECTION 8. PAYMENT OF EXPENSES**

Whether or not the Bonds are delivered to the Purchaser (unless such sale be prevented at the Closing Time by the Purchaser’s default), the Purchaser shall be under no obligation to pay any expenses incident to the performance of the City’s obligations hereunder. If the Bonds are delivered to the Purchaser, all expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds (including, without limitation, the fees and disbursements of Bond Counsel, and the expenses and costs for the preparation, printing, photocopying, execution and delivery of the Bonds, this Agreement and all other agreements and documents contemplated hereby) shall be paid out of the proceeds of the Bonds as Costs of Issuance and such other monies as may be made lawfully available by the City. If the Bonds are not delivered to the Purchaser (unless such sale be prevented at the Closing Time by the Purchaser’s default), all such expenses and costs shall be paid by the City.

**SECTION 9. NOTICES**

Any notice or other communication to be given to the City or the Purchaser under this Agreement may be given by mailing or delivering the same in writing to such parties at the following addresses:

- (a) If to the City:
  - City of Moberly
  - 101 West Reed Street – City Hall
  - Moberly, Missouri 65270
  - Attn: City Manager
  
  - with a copy to: Thomas A. Cunningham, Esq.
  - Cunningham, Vogel & Rost, P.C.
  - 333 South Kirkwood Road
  - Suite 300
  - St. Louis, Missouri 63122
  
- (b) If to the Purchaser:
  - Regional Missouri Bank
  - 207 East Rollins Street
  - Moberly, Missouri 66270
  - Attention: CFO

**SECTION 10. APPLICABLE LAW; NON-ASSIGNABILITY**

This Agreement shall be governed by the laws of the State for all intents and purposes without regard to its choice of law or conflict of laws provisions. This Agreement shall not be assigned by the City or the Purchaser.

**SECTION 11. EXECUTION OF COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

**SECTION 12. RIGHTS HEREUNDER**

This Agreement is made for the benefit of the City and the Purchaser and no other person shall acquire or have any rights by virtue of this Agreement or any document referenced therein.

**SECTION 12. EFFECTIVE DATE**

This Agreement shall become effective upon acceptance hereof by the City.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, all as of the day and year first above mentioned.

Very truly yours,

**REGIONAL MISSOURI BANK**

By: \_\_\_\_\_  
Craig H. Plaster  
CFO

**CITY OF MOBERLY, MISSOURI**

By: \_\_\_\_\_  
Jerry Jeffrey, Mayor

ATTEST:

By: \_\_\_\_\_  
Diane Kay Galloway, CMC/MRCC, City Clerk

**SCHEDULE 1**

<b>Funding Date:</b> 10/01/2020	<b>Compounding:</b> U.S. Rule	<b>Principal:</b> 1,700,000.00
<b>First Payment Date:</b> 04/01/2021	<b>Period:</b> Actual/365	<b>Initial Interest Rate:</b> 0.000%
	<b>Pmt Schedule:</b> Semi-Annually	<b>Interest Rate:</b> 3.050%
		<b>Pmt Amount:</b> 64,457.30

Payment Number	Payment Date	Days	Payment Amount	Interest Amount	Principal Reduction	Outstanding Balance	Equity Built
1	04/01/2021	182	\$64,457.30	25,853.97	38,603.33	1,661,396.67	\$38,603.33
2	10/01/2021	183	\$64,457.30	25,405.71	39,051.59	1,622,345.08	\$77,654.92
3	04/01/2022	182	\$64,457.30	24,672.98	39,784.32	1,582,560.76	\$117,439.24
4	10/01/2022	183	\$64,457.30	24,200.17	40,257.13	1,542,303.63	\$157,696.37
5	04/01/2023	182	\$64,457.30	23,455.69	41,001.61	1,501,302.02	\$198,697.98
6	10/01/2023	183	\$64,457.30	22,957.58	41,499.72	1,459,802.30	\$240,197.70
7	04/01/2024	183	\$64,457.30	22,322.98	42,134.32	1,417,667.98	\$282,332.02
8	10/01/2024	183	\$64,457.30	21,678.67	42,778.63	1,374,889.35	\$325,110.65
9	04/01/2025	182	\$64,457.30	20,909.62	43,547.68	1,331,341.67	\$368,658.33
10	10/01/2025	183	\$64,457.30	20,358.58	44,098.72	1,287,242.95	\$412,757.05
11	04/01/2026	182	\$64,457.30	19,576.67	44,880.63	1,242,362.32	\$457,637.68
12	10/01/2026	183	\$64,457.30	18,997.93	45,459.37	1,196,902.95	\$503,097.05
13	04/01/2027	182	\$64,457.30	18,202.76	46,254.54	1,150,648.41	\$549,351.59
14	10/01/2027	183	\$64,457.30	17,595.46	46,861.84	1,103,786.57	\$596,213.43
15	04/01/2028	183	\$64,457.30	16,878.86	47,578.44	1,056,208.13	\$643,791.87
16	10/01/2028	183	\$64,457.30	16,151.30	48,306.00	1,007,902.13	\$692,097.87
17	04/01/2029	182	\$64,457.30	15,328.40	49,128.90	958,773.23	\$741,226.77
18	10/01/2029	183	\$64,457.30	14,661.35	49,795.95	908,977.28	\$791,022.72
19	04/01/2030	182	\$64,457.30	13,823.93	50,633.37	858,343.91	\$841,656.09
20	10/01/2030	183	\$64,457.30	13,125.61	51,331.69	807,012.22	\$892,987.78
21	04/01/2031	182	\$64,457.30	12,273.22	52,184.08	754,828.14	\$945,171.86
22	10/01/2031	183	\$64,457.30	11,542.67	52,914.63	701,913.51	\$998,086.49
23	04/01/2032	183	\$64,457.30	10,733.51	53,723.79	648,189.72	\$1,051,810.28
24	10/01/2032	183	\$64,457.30	9,911.97	54,545.33	593,644.39	\$1,106,355.61
25	04/01/2033	182	\$64,457.30	9,028.27	55,429.03	538,215.36	\$1,161,784.64
26	10/01/2033	183	\$64,457.30	8,230.27	56,227.03	481,988.33	\$1,218,011.67
27	04/01/2034	182	\$64,457.30	7,330.18	57,127.12	424,861.21	\$1,275,138.79
28	10/01/2034	183	\$64,457.30	6,496.88	57,960.42	366,900.79	\$1,333,099.21
29	04/01/2035	182	\$64,457.30	5,579.91	58,877.39	308,023.40	\$1,391,976.60
30	10/01/2035	183	\$64,457.30	4,710.23	59,747.07	248,276.33	\$1,451,723.67
31	04/01/2036	183	\$64,457.30	3,796.59	60,660.71	187,615.62	\$1,512,384.38
32	10/01/2036	183	\$64,457.30	2,868.98	61,588.32	126,027.30	\$1,573,972.70
33	04/01/2037	182	\$64,457.30	1,916.65	62,540.65	63,486.65	\$1,636,513.35
34	10/01/2037	183	\$64,457.30	970.82	63,486.48	.17	\$1,699,999.83
2037	<b>Totals:</b>		<b>2,191,548.20</b>	<b>491,548.37</b>	<b>1,699,999.83</b>		
	<b>Grand Totals:</b>		<b>2,191,548.20</b>	<b>491,548.37</b>	<b>1,699,999.83</b>		

---

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

**OF THE**

**CITY OF MOBERLY, MISSOURI**

**PASSED AND APPROVED SEPTEMBER 8, 2020**

**AUTHORIZING THE ISSUANCE OF**

**\$1,700,000**

**CITY OF MOBERLY, MISSOURI**

**DOWNTOWN MOBERLY PUBLIC FACILITIES**

**NEIGHBORHOOD IMPROVEMENT DISTRICT**

**LIMITED GENERAL OBLIGATION BONDS**

**(DOWNTOWN MOBERLY PUBLIC FACILITIES IMPROVEMENTS PROJECT)**

**SERIES 2020**

---

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

**INDEX**

	<u>Page</u>
Title.....	1
Recitals.....	1
<b>ARTICLE I DEFINITIONS</b>	<b>ERROR! BOOKMARK NOT DEFINED.</b>
SECTION 101. DEFINITIONS OF WORDS AND TERMS.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
<b>ARTICLE II AUTHORIZATION OF BONDS</b>	<b>6</b>
SECTION 201. AUTHORIZATION OF BONDS.....	6
SECTION 202. DESCRIPTION OF THE BONDS.....	6
SECTION 203. DESIGNATION OF PAYING AGENT.....	6
SECTION 204. METHOD AND PLACE OF PAYMENT OF BONDS.....	6
SECTION 205. REGISTRATION, TRANSFER AND EXCHANGE OF BONDS.....	7
SECTION 206. EXECUTION, AUTHENTICATION AND DELIVERY OF BONDS.....	8
SECTION 207. MUTILATED, DESTROYED, LOST AND STOLEN BONDS.....	8
SECTION 208. CANCELLATION AND DESTRUCTION OF BONDS UPON PAYMENT.....	9
SECTION 209. SALE OF BONDS.....	9
<b>ARTICLE III REDEMPTION OF BONDS</b>	<b>9</b>
SECTION 301. NO OPTIONAL REDEMPTION.....	9
<b>ARTICLE IV SECURITY FOR THE BONDS</b>	<b>9</b>
SECTION 401. SECURITY FOR THE BONDS.....	9
SECTION 402. PLEDGE OF CERTAIN FUNDS.....	9
<b>ARTICLE V CREATION OF FUNDS; DEPOSIT AND APPLICATION OF BOND PROCEEDS</b>	<b>9</b>
SECTION 501. CREATION OF FUNDS.....	9
SECTION 502. DEPOSIT OF BOND PROCEEDS.....	10
SECTION 503. APPLICATION OF MONEYS IN THE COSTS OF ISSUANCE FUND.....	10
SECTION 504. APPLICATION OF MONEYS IN THE PROJECT FUND.....	11
SECTION 505. APPLICATION OF MONEYS IN THE REBATE FUND.....	11
SECTION 506. NON-PRESENTMENT OF BONDS.....	11
<b>ARTICLE VI APPLICATION OF REVENUES</b>	<b>12</b>
SECTION 601. SPECIAL ASSESSMENTS.....	12
SECTION 602. BOND FUND VALUATION AND PAYMENTS.....	12
SECTION 603. TRANSFER OF FUNDS UPON PAYMENT OF BONDS.....	12
<b>ARTICLE VII DEPOSIT AND INVESTMENT OF MONEYS</b>	<b>12</b>
SECTION 701. DEPOSITS OF MONEYS.....	12
SECTION 702. INVESTMENT OF MONEYS.....	13
<b>ARTICLE VIII ADDITIONAL BONDS AND OBLIGATIONS</b>	<b>13</b>
SECTION 801. NO PRIOR LIEN BONDS.....	13
SECTION 802. ADDITIONAL BONDS.....	13
SECTION 803. REFUNDING BONDS.....	13
<b>ARTICLE IX DEFAULT AND REMEDIES</b>	<b>13</b>
SECTION 901. REMEDIES.....	13
SECTION 902. LIMITATION ON RIGHTS OF REGISTERED OWNERS.....	14
SECTION 903. REMEDIES CUMULATIVE.....	14



**ARTICLE X DEFEASANCE 14**  
SECTION 1001. DEFEASANCE ..... 14

**ARTICLE XI PAYING AGENT 15**  
SECTION 1101. ACCEPTANCE OF DUTIES..... 15

**ARTICLE XII MISCELLANEOUS PROVISIONS 15**  
SECTION 1201. AMENDMENTS..... 15  
SECTION 1202. TAX COVENANTS ..... 16  
SECTION 1203. PAYMENTS DUE ON DAYS OTHER THAN BUSINESS DAYS ..... 17  
SECTION 1204. NOTICES, CONSENTS AND OTHER INSTRUMENTS BY REGISTERED OWNERS ..... 17  
SECTION 1205. PRINCIPAL AMOUNT OF THE BONDS..... 18  
SECTION 1206. DESIGNATION OF BONDS AS TAX-EXEMPT OBLIGATIONS..... 18  
SECTION 1207. APPROVAL OF AGREEMENTS; FURTHER AUTHORITY ..... 18  
SECTION 1208. SEVERABILITY ..... 18  
SECTION 1209. GOVERNING LAW..... 18  
SECTION 1210. EFFECTIVE DATE..... 19

**SCHEDULE 1 21**  
**SCHEDULE 2 22**

**EXHIBIT A 23**  
LEGAL DESCRIPTION OF NEIGHBORHOOD IMPROVEMENT DISTRICT ..... 23

**EXHIBIT B 24**  
NEIGHBORHOOD IMPROVEMENT DISTRICT BOND - (FORM ONLY) ..... 24  
(FORM OF BOND - REVERSE SIDE) ..... 26  
ASSIGNMENT ..... 27  
ANNEX A..... 29

**EXHIBIT C 31**  
ARBITRAGE INSTRUCTIONS ..... 31

**EXHIBIT D 33**  
BOND PURCHASE AGREEMENT..... 33

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

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

**AN ORDINANCE APPROVING A BOND PURCHASE AGREEMENT; AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF \$1,700,000 AGGREGATE PRINCIPAL AMOUNT CITY OF MOBERLY, MISSOURI, DOWNTOWN MOBERLY PUBLIC FACILITIES NEIGHBORHOOD IMPROVEMENT DISTRICT LIMITED GENERAL OBLIGATION BONDS, (DOWNTOWN MOBERLY PUBLIC FACILITIES IMPROVEMENTS PROJECT) SERIES 2020; PRESCRIBING THE FORM AND DETAILS OF SAID BONDS AND THE COVENANTS AND AGREEMENTS MADE BY THE CITY TO FACILITATE AND PROTECT THE PAYMENT THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS AND PRESCRIBING OTHER MATTERS RELATING THERETO.**

WHEREAS, the City of Moberly, Missouri (the “City”) is a city of the third classification and municipal corporation duly created, organized and existing under the constitution and laws of the State of Missouri; and

WHEREAS, the Neighborhood Improvement District Act, Sections 67.453 through 67.475 of the Revised Statutes of Missouri, as amended (the “Act”) authorizes the governing body of any Missouri city to establish Neighborhood Improvement Districts, as areas of the city within defined limits and boundaries which are created by vote or by petition and which are benefited by one or more improvements and are subject to special assessments against the real property therein for the cost of such improvements; and

WHEREAS, pursuant to the requirements of the Act, the Council of the City (the “City Council”) has established the Downtown Moberly Public Facilities Neighborhood Improvement District encompassing the area legally described in Exhibit A, attached to and incorporated by reference in this Ordinance and has ordered that financing be obtained for the “Downtown Moberly Public Facilities Improvements Project” (collectively, the “Improvements”); and

WHEREAS, the City Council has determined that it is necessary and desirable to adopt this Ordinance to issue its Downtown Moberly Public Facilities Neighborhood Improvement District Limited General Obligation Bonds (Downtown Moberly Public Facilities Improvements Project) Series 2020 (the “Bonds”) in the principal amount set forth on Schedule 1, attached hereto, to (1) pay the costs of the Improvements, and (2) pay the costs of issuing the Bonds; and

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and its residents that the Bonds be issued and secured in the form and manner as hereinafter provided to provide funds for the above-described purpose;

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

## ARTICLE I DEFINITIONS

**Section 101. Definitions of Words and Terms.** In addition to words and terms defined elsewhere in this Ordinance, the following capitalized words and terms as used in this Ordinance shall have the following meanings:

“**Act**” shall mean the Neighborhood Improvement District Act, Sections 67.453 through 67.475 of the Revised Statutes of Missouri, as amended.

“**Approving Ordinances**” shall mean Ordinance Nos. 9576 and 9577 of the City accepting and approving the plans and specifications and revised estimated costs of the Improvements.

“**Arbitrage Instructions**” shall mean the Arbitrage Instructions attached hereto as Exhibit C as the same may be amended or supplemented in accordance with the provisions thereof.

“**Authorized Denominations**” shall mean \$100,000 or any integral multiple thereof.

“**Bond Counsel**” shall mean Cunningham, Vogel & Rost, P.C., or other firm of nationally recognized bond counsel selected by the City.

“**Bond Fund**” shall mean the fund by that name established pursuant to Section 501 of this Ordinance, together with the accounts therein.

“**Bondowner**” or “**Registered Owner**” when used with respect to any Bond shall mean the person in whose name such Bond is registered on the Bond Register.

“**Bond Payment Date**” shall mean any date on which principal of or interest on any Bond is payable.

“**Bond Purchase Agreement**” shall mean the Bond Purchase Agreement between the City and the Purchaser in substantially the form attached to this Ordinance as Exhibit D.

“**Bond Register**” shall mean the books for the registration, transfer and exchange of the Bonds kept at the office of the Paying Agent.

“**Bonds**” shall mean the City of Moberly, Missouri Downtown Moberly Public Facilities Neighborhood Improvement District Limited General Obligation Bonds (Downtown Moberly Public Facilities Improvements Project) Series 2020, in the aggregate principal amount set forth on Schedule 1 hereto, authorized and issued pursuant to this Ordinance.

“**Business Day**” shall mean a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

“**CID District**” shall mean the Downtown Moberly Community Improvement District a community improvement district and political subdivision of the State of Missouri established pursuant to the Community Improvement District Act, sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended.

**“City”** shall mean the City of Moberly, Missouri, and any successors or assigns.

**“City Clerk”** shall mean the duly appointed and serving City Clerk of the City or designee.

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

**“City Engineer”** shall mean the duly appointed and serving Director of Public Utilities of the City or designee.

**“City Manager”** shall mean the duly appointed and serving City Manager of the City or designee.

**“Code”** shall mean the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

**“Costs of Issuance Fund”** shall mean the fund by that name established pursuant to Section 501 of this Ordinance.

**“Establishing Ordinance”** shall mean Ordinance No. 9310 of the City establishing the NID District.

**“Event of Default”** shall mean the failure of the City to make any payment of principal, interest or redemption premium due in respect of any of the Bonds in accordance with the terms of this Ordinance.

**“Finance Director”** shall mean the duly appointed and serving Director of Finance of the City or designee.

**“Government Obligations”** shall mean direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, or securities which represent an undivided interest in such obligations or securities to the extent that the United States Treasury is ultimately responsible for the payment thereof.

**“Improvements”** shall mean the Streetscape Improvements together with the Sewer System Improvements and including associated design, engineering and contingency costs comprising, collectively, the Downtown Moberly Public Facilities Improvements Project of the Downtown Moberly Public Facilities Neighborhood Improvement District as further described in the Establishing Ordinance and in Exhibits A and B to the Approving Ordinance.

**“Interest Payment Date”** shall mean the Stated Maturity of an installment of interest on any Bond.

**“Maturity”** or **“Maturities”** shall mean the date on which the principal of any Bond becomes due and payable as herein provided, whether at the Stated Maturity thereof or otherwise.

**“Mayor”** shall mean the duly elected and serving Mayor of the City.

**“NID District”** shall mean the Downtown Moberly Public Facilities Neighborhood Improvement District established by the Establishing Ordinance pursuant to the Act.

**“NID Petition”** shall mean the petition submitted in accordance with the Act requesting the establishment of the NID District and approved by the City Council in the Establishing Ordinance.

**“Ordinance”** shall mean this Ordinance as from time to time amended in accordance with the terms hereof.

**“Outstanding”** shall mean, when used with respect to Bonds as of any particular date, the Bonds theretofore issued and delivered under this Ordinance, except:

- (a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds in exchange for or in lieu of which other Bonds have been registered and delivered hereunder; and
- (c) Bonds deemed to be paid in accordance with the provisions of Article X, of this Ordinance.

**“Paying Agent”** shall mean the Finance Director as paying agent for the payment of principal of and interest on the Bonds and bond registrar with respect to the registration, transfer and exchange of the Bonds as provided in Section 203 and Article XI of this Ordinance.

**“Permitted Investments”** shall mean any of the following securities and obligations, if and to the extent the same are at the time legal for investment of the City’s moneys held in the funds and accounts referred to in Section 501 of this Ordinance:

- (a) Government Obligations;
- (b) bonds, notes or other obligations of the State, or any political subdivision of the State, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;
- (c) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state, that are continuously and fully secured by any one or more of the securities described in clause (a) or (b) above and have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such repurchase agreements and are held in a custodial or trust account for the benefit of the City;
- (d) obligations of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Corporation;
- (e) certificates of deposit or time deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United

States or any state provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (c) above, inclusive, which shall have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificates of deposit or time deposits; and

(f) any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State.

**“Project Fund”** shall mean the means the fund by that name established pursuant to Section 501 of this Ordinance, together with the accounts therein.

**“Purchaser”** shall mean Regional Missouri Bank, Moberly, Missouri, as original purchaser of the Bonds.

**“Rebate Fund”** shall mean the fund by that name established pursuant to Section 501 of this Ordinance.

**“Record Date”** for the interest payable on any Interest Payment Date shall mean the 15th day (whether or not a Business Day) of the calendar month preceding such Interest Payment Date.

**“Replacement Bonds”** shall mean Bonds issued to the beneficial owners of the Bonds in accordance with Section 212 of this Ordinance.

**“Sewer System Improvements”** shall mean, collectively, those improvements designated on Exhibit A to Ordinance No. 9576 of the Approving Ordinances as “Improvement 1” and including associated design, engineering and contingency.

**“Special Assessments”** shall mean special assessments based upon the final costs of the Improvements and assessed ratably per parcel deemed to be benefited thereby, based upon the acreage thereof, as further set forth on the assessment roll approved by the City Council pursuant to the Act.

**“State”** shall mean the State of Missouri.

**“Stated Maturity”** when used with respect to any Bond or any installment of interest thereon shall mean the date specified in such Bond and this Ordinance as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

**“Streetscape Improvements”** shall mean, collectively, those improvements designated on Exhibit A to Ordinance No. 9576 of the Approving Ordinances as “Improvement 2” and including associated design, engineering and contingency.

## ARTICLE II AUTHORIZATION OF BONDS

**Section 201. Authorization of Bonds.** There is hereby authorized and directed to be issued an issue of bonds of the City consisting of a single series designated “City of Moberly,

Missouri Downtown Moberly Public Facilities Neighborhood Improvement District Limited General Obligation Bonds (Downtown Moberly Public Facilities Improvements Project) Series 2020” in the principal amount set forth on Schedule 1 hereto (the “**Bonds**”), for the purposes of: (1) paying the costs of the Improvements, and (2) paying the costs of issuing the Bonds.

**Section 202. Description of the Bonds** The Bonds shall be fully registered bonds without coupons, numbered from 1 upward, in denominations of \$100,000 or any integral multiple thereof. The Bonds shall be substantially in the form set forth in Exhibit B hereto, dated as of the date of issuance and delivery, and shall be subject to registration, transfer and exchange as provided in Section 205 of this Ordinance. The Bonds shall become due in the amounts on the Stated Maturities set forth on Schedule 1 to this Ordinance, shall bear interest at the rates per annum set forth on Schedule 1. The Bonds shall: (1) have an aggregate principal amount of \$1,700,000; (2) have a rate 3.050%; and (3) be sold by the City to the Purchaser at a price no less than 99% of the principal amount of the Bonds all as otherwise provided on the Maturity Schedule set forth in Schedule 1 to this Ordinance.

The Bonds shall bear interest at the rates aforesaid (computed on the basis of a 360 day year of twelve 30-day months) from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semi-annually on April 1 and October 1 in each year, beginning on April 1, 2021.

**Section 203. Designation of Paying Agent.** The Finance Director is hereby designated and shall act hereunder as the Paying Agent for the Bonds.

**Section 204. Method and Place of Payment of Bonds.** The principal of and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America.

The principal of or Redemption Price of the Bonds shall be paid at Maturity by check or draft to the person in whose name each Bond is registered on the Bond Register at Maturity thereof, upon presentation and surrender of such Bond at the office of the Paying Agent.

The interest payable on the Bonds on any Interest Payment Date shall be paid to the Registered Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to such Registered Owner, or (b) in the case of an interest payment to any Registered Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Registered Owner upon written notice given to the Paying Agent by such Registered Owner not less than fifteen (15) days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number, and account number to which such Registered Owner wishes to have such transfer directed.

The Paying Agent shall keep in the Paying Agent’s office a record of payment of principal of and interest on the Bonds.

**Section 205. Registration, Transfer and Exchange of Bonds.** The City covenants that the City will, so long as any of the Bonds remain Outstanding, cause the Bond Register to be kept

at the office of the Paying Agent as in this Ordinance provided. The Bonds when issued shall be registered in the name of the Registered Owner thereof on the Bond Register.

The Bonds may be transferred and exchanged only upon the Bond Register as provided in this Section 205. Upon surrender thereof at the office of the Paying Agent, the Paying Agent shall transfer or exchange any Bond for a new Bond in any Authorized Denomination of the same Maturity and in the same principal amount Outstanding as the Bond that was presented for transfer or exchange. Any Bond presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. All fees and expenses for the registration, transfer and exchange of Bonds provided for by this Ordinance and the cost of printing a reasonable supply of registered bond blanks shall be paid from the Bond Fund. Any additional costs or fees that might be incurred in the secondary market shall remain the responsibility of the Registered Owners.

The City and the Paying Agent shall not be required to register the transfer or exchange of any Bond after notice calling such Bond or portion thereof for redemption has been given or during the period of fifteen (15) days next preceding the first mailing of such notice of redemption. The City and the Paying Agent may deem and treat the person in whose name any Bond is registered as the absolute owner of such Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on said Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

In the event a Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Bonds.

At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owners (or a designated representative thereof) of ten percent (10%) or more in principal amount of the Bonds then Outstanding or any designated representative of such Registered Owners whose authority must be evidenced to the satisfaction of the Paying Agent.

**Section 206. Execution, Authentication and Delivery of Bonds.** Each of the Bonds, including any Bonds issued in exchange or as substitution for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the City Clerk, and shall have the official seal of the City affixed thereto or imprinted thereon. In case any officer whose signature thereof appears on any Bond ceases to be such officer before the delivery of such Bond, such signature thereof shall nevertheless be valid and sufficient



for all purposes, the same as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and City Clerk are hereby authorized and directed to prepare and execute the Bonds as hereinbefore specified, and to cause the Bonds to be registered in the office of the State Auditor of Missouri as provided by law, and, when duly executed and registered, to deliver the Bonds to the Paying Agent for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in Exhibit B to this Ordinance, which shall be manually executed by an authorized signatory of the Paying Agent, but it shall not be necessary that the same persons sign the certificate of authentication on all of the Bonds that may be issued under this Ordinance at any one time. No Bond shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose until the certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Ordinance. Upon authentication, the Paying Agent shall deliver the Bonds to or upon the order of the Purchaser, upon payment to the Paying Agent of the purchase price of the Bonds plus accrued interest thereon to the date of their delivery.

**Section 207. Mutilated, Destroyed, Lost and Stolen Bonds.** If (a) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to the Paying Agent's satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Paying Agent such security or indemnity as may be required to save the City and the Paying Agent harmless, then, in the absence of notice to the City or the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and the Paying Agent shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost, or stolen Bond has become or is about to become due and payable, the Paying Agent may, instead of delivering a new Bond, pay such Bond.

Upon the issuance of any new Bond under this Section 207, the City or the Paying Agent may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith.

Every new Bond issued pursuant to this Section 207 shall constitute a replacement of the prior obligation of the City, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

**Section 208. Cancellation and Destruction of Bonds Upon Payment.** All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be canceled and destroyed by the Paying Agent in accordance with existing security regulations upon the payment or redemption of such Bond and the surrender thereof to the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing

the Bonds so canceled and destroyed, and shall file an executed counterpart of such certificate with the City.

**Section 209. Sale of Bonds.** The Bond Purchase Agreement under which the City agrees to sell the Bonds to the Purchaser upon the terms and conditions set forth therein is hereby approved in substantially the form attached hereto as Exhibit D and the Mayor of the City is hereby authorized to execute and deliver the Bond Purchase Agreement for and on behalf of the City with such ministerial changes therein as shall be approved by the City Manager, the signature of the Mayor thereon being conclusive evidence of the City's approval thereof.

### ARTICLE III REDEMPTION OF BONDS

**Section 301. No Optional Redemption.** The Bonds shall be not be subject to optional redemption prior to maturity.

### ARTICLE IV SECURITY FOR THE BONDS

**Section 401. Security for the Bonds.** The Bonds shall be general obligations of the City as authorized by the Act; *provided that* the taxing power of the City is not pledged to the payment of the Bonds either as to principal or interest. The Bonds shall be payable from and secured as to the payment of principal and interest by (a) the Special Assessments to be deposited in the Bond Fund; (b) in the event of any deficiency in the Bond Fund, from the first available moneys in the City's General Fund or other legally available City fund. The covenants and agreements of, and pledge by, the City contained in this Ordinance and in the Bonds shall be for the equal benefit, protection and security of the Registered Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Ordinance.

**Section 402. Pledge of Certain Funds.** The moneys and securities held in, and moneys and securities to be deposited in the Bond Fund are hereby pledged to the payment of the Bonds.

### ARTICLE V CREATION AND RATIFICATION OF FUNDS; DEPOSIT AND APPLICATION OF BOND PROCEEDS

**Section 501. Creation of Funds.** There are hereby created and ordered to be established in the treasury of the City the following separate funds, which funds shall be held and administered by the Finance Director:

(a) the Downtown Moberly Public Facilities Neighborhood Improvement District Bond Fund (the "**Bond Fund**");

(b) the Downtown Moberly Public Facilities Neighborhood Improvement District Costs of Issuance Fund (the "**Costs of Issuance Fund**");

(c) the Downtown Moberly Public Facilities Neighborhood Improvement District Project Fund (the “**Project Fund**”) and within such Project Fund, a Streetscape Improvements Account and a Sewer System Improvements Account; and

(d) the Downtown Moberly Public Facilities Neighborhood Improvement District Rebate Fund (the “**Rebate Fund**”);

Said funds shall be segregated and kept separate and apart from all other moneys, revenues, funds and accounts of the City and shall not be commingled with any other moneys, revenues, funds and accounts. The Bond Fund together with the funds referred to in paragraphs (a) through (d), inclusive, above shall be maintained and administered by the Finance Director on behalf of the City solely for the purposes and in the manner as provided in this Ordinance so long as any of the Bonds remain Outstanding hereunder.

**Section 502. Deposit of Bond Proceeds.** The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds, as follows:

(a) Accrued interest, if any, and any premium on the Bonds shall be deposited in the Bond Fund and applied in accordance with Section 601 of this Ordinance.

(b) The sum set forth on Item C of Schedule 1 to this Ordinance from the proceeds of the Bonds shall be deposited in the Costs of Issuance Fund, and used to pay the costs of issuing the Bonds in accordance with Section 503 of this Ordinance.

(c) The sum set forth on Item D of Schedule 1 to this Ordinance from the proceeds of the Bonds shall be deposited in the Streetscape Improvements Account within the Project Fund, and applied to pay the costs of the Streetscape Improvements in accordance with Section 504 of this Ordinance.

(d) The sum set forth on Item E of Schedule 1 to this Ordinance from the proceeds of the Bonds shall be deposited in the Sewer System Improvements Account within the Project Fund, and applied to pay the costs of the Sewer System Improvements in accordance with Section 504 of this Ordinance.

(e) Any remaining unallocated balance of the proceeds of the Bonds shall be deposited in and credited to the Bond Fund and applied in accordance with Section 601 of this Ordinance.

**Section 503. Application of Moneys in the Costs of Issuance Fund.** Moneys in the Costs of Issuance Fund shall be used by the City for the sole purpose of paying the costs and expenses incident to the issuance of the Bonds. Upon payment by the City of all costs incurred in connection with the issuance of the Bonds, the Finance Director shall transfer all moneys remaining in the Costs of Issuance Fund to the Bond Fund; *provided that* any such moneys remaining in the Costs of Issuance Fund and not used for the foregoing purposes within six (6) months after the date of issuance of the Bonds shall be transferred to and deposited in the Bond Fund.

**Section 504. Application of Moneys in the Project Fund.** Moneys in the Streetscape Improvements Account within the Project Fund shall be used for the sole purpose of paying the

costs of the Streetscape Improvements and moneys in the Sewer System Improvements Account within the Project Fund shall be used for the sole purpose of paying the costs of the Sewer System Improvements. The Finance Director shall make withdrawals from the applicable account within the Project Fund only upon duly authorized and executed order of the City Council therefor accompanied by certification of such costs by the project architect or project engineer for the respective Improvement and a certificate executed by the City Engineer or designee that such payment is being made in accordance with and for a purpose identified in the Approving Ordinance. Upon completion of the Improvements and the payment by the City of the costs therefor, the Finance Director shall transfer any surplus remaining in the Project Fund to the Bond Fund.

**Section 505. Application of Moneys in the Rebate Fund.**

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Arbitrage Instructions. All moneys at any time deposited in the Rebate Fund shall be held in trust, to the extent required to satisfy the Rebate Amounts (as defined in the Arbitrage Instructions), for payment to the United States of America, and neither the City nor the Registered Owner of any Bonds shall have any rights in or claim to such moneys. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section 505 and by the Arbitrage Instructions.

(b) The City shall periodically determine the rebatable arbitrage under section 148(f) of the Code in accordance with the Arbitrage Instructions, and the City shall make payments to the United States of America at the times and in the amounts determined under the Arbitrage Instructions. Any moneys remaining in the Rebate Fund after redemption and payment of all Bonds and payment and satisfaction of any Rebate Amounts, or provision made therefor, shall be released to the City.

(c) Notwithstanding any other provision of this Ordinance, the obligation to pay rebatable arbitrage to the United States of America and to comply with other requirements of this Section 505 and the Arbitrage Instructions shall survive the defeasance or payment in full of the Bonds.

**Section 506. Non-presentment of Bonds.** If any Bond is not presented for payment when due at Maturity and if funds sufficient to pay such Bond have been made available to the Paying Agent, all liability of the City to the Registered Owner thereof for payment of such Bond shall forthwith cease, determine and completely be discharged, and thereupon the Paying Agent shall have the duty to hold such funds, without liability for the interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on such Registered Owner's part under this Ordinance or on, or with respect to, such Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at Maturity, the Paying Agent shall pay to credit of the City without liability for interest thereon the funds theretofore held by the Paying Agent for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so paid to the City and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

**ARTICLE VI  
APPLICATION OF REVENUES**

**Section 601. Special Assessments; Other Revenues.** Except as hereinafter provided, all revenues from any premium and accrued interest, if any, on the Bonds and from the payment of all Special Assessments, including payments of interest accrued thereon, if any, made on account of any of the Improvements, shall, as and when received, be deposited in the Bond Fund and used for the sole purpose of paying principal of, premium, if any, and interest on the Bonds.

**Section 602. Bond Funds Valuation and Payments.** On April 1 \* and October 1 \* of each year, beginning on October 1, 2021 \*, the Finance Director shall value the Bond Fund. In the event the Finance Director determines that the amounts available in the Bond Fund are less than the amount required to pay principal of and premium, if any, and interest on the Bonds due and payable on the next succeeding Interest Payment Date, the City Manager and the Finance Director are each hereby authorized and directed, in the event of any such deficiency, to cause to be transferred amounts from available moneys in the City’s General Fund or any other legally available City fund or source an amount equal to the deficiency in the Bond Fund.

Not later than five (5) Business Days prior to each such Interest Payment Date, the Finance Director shall transfer from the Bond Fund and as Paying Agent shall pay to the Registered Owners of the Bonds an aggregate amount equal to the amount required to pay principal of and interest and premium, if any, on the Bonds due and payable on such Interest Payment Date and shall pay such amounts to the Registered Owners of the Bonds in accordance with Section 204 of this Ordinance.

The moneys in the Bond Fund shall be administered and applied solely for the purposes and in the manner provided in this Ordinance and in the Act.

**Section 603. Transfer of Funds Upon Payment of Bonds.** When the principal of and interest and premium, if any, on all of the Bonds and all other amounts due under this Ordinance have been paid in full, or such payment has been provided for in accordance with Article X of this Ordinance, all funds remaining in the Bond Fund shall be transferred and paid to the City for application as permitted by the Act.

**ARTICLE VII  
DEPOSIT AND INVESTMENT OF MONEYS**

**Section 701. Deposits of Moneys.** Moneys in each of the funds and accounts created by and referred to in this Ordinance shall be continuously and adequately secured as provided by the laws of the State.

**Section 702. Investment of Moneys.** Moneys held in any fund or account referred to in this Ordinance shall be invested at the direction of the Finance Director in Permitted Investments; *provided, however,* that no such investment shall be made for a period extending longer than the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any fund or account shall accrue to and become a part of such fund or account. In determining the amount held in any fund or account under any provision of this Ordinance, obligations shall be valued at the lower of the cost or the market value thereof.

## ARTICLE VIII ADDITIONAL BONDS AND OBLIGATIONS

**Section 801. No Prior Lien Bonds.** The City will not issue any debt obligations payable from the Special Assessments which are superior in lien, security or otherwise to the Bonds.

**Section 802. Additional Bonds.** Nothing in Section 801 of this Ordinance shall prohibit or restrict the right of the City to issue additional bonds or other obligations, to pay the costs of other improvements within the NID District or within any other similar district, or for any other lawful purpose; *provided that* such additional bonds or other obligations shall have no right (senior, junior or equal to those attendant to the Bonds) to the Bond Fund other than the general revenues of the City.

**Section 803. Refunding Bonds.** Notwithstanding any other provision of this Ordinance to the contrary, the City shall have the right to refund any of the Bonds under the provisions of any law then available, and the refunding bonds so issued shall enjoy complete equality of pledge with any of the Bonds that are not refunded, if any, upon the funds pledged therefor under this Ordinance.

## ARTICLE IX DEFAULT AND REMEDIES

**Section 901. Remedies.** The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the City and the Registered Owners of the Bonds and the Registered Owner or Registered Owners of not less than ten percent (10%) in principal amount of the Bonds at the time Outstanding shall have the following rights for the equal benefit and protection of all Registered Owners of the Bonds similarly situated:

- (a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Registered Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the constitution and laws of the State;
- (b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and
- (c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

**Section 902. Limitation on Rights of Registered Owners.** The covenants and agreements of the City contained in this Ordinance and in the Bonds shall be for the equal benefit, protection, and security of the Registered Owners of any or all of the Bonds. All of the Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of funds herein pledged to the payment of the principal of and interest on the Bonds, or otherwise, except as to rate of interest, or date of Maturity, or right of prior redemption as

provided in this Ordinance. No one or more Registered Owners secured hereby shall have any right in any manner whatever by any action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Registered Owners of all Bonds then Outstanding.

**Section 903. Remedies Cumulative.** No remedy conferred by this Ordinance upon the Registered Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by any Registered Owner of the Bonds shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Registered Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. In case any suit, action or proceedings taken by any Registered Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Registered Owner, then, and in every such case, the City and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Registered Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

## ARTICLE X DEFEASANCE

**Section 1001. Defeasance.** When all of the Bonds have been paid and discharged, then the requirements contained in this Ordinance and the pledge of the City's full faith and credit made under this Ordinance and all other rights granted hereby shall terminate. The Bonds shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with to the account of the Paying Agent in any bank or trust company located in the State and having full trust powers, at or prior to the Maturity Date or Redemption Date of said Bonds, in trust for and irrevocably appropriated thereto, moneys and/or non-callable Government Obligations which, together with the interest to be earned on any such obligations, will be sufficient for the payment of the principal of said Bonds, the redemption premium thereon, if any, and interest to accrue to the date of Maturity or redemption, as the case may be, or if default in such payment has occurred on such date, then to the date of the tender of such payments. Any moneys and obligations which at any time are so deposited for the purpose of paying and discharging any portion of the Bonds, shall be and are hereby assigned, transferred and set over for the respective Registered Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All moneys so deposited shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

## ARTICLE XI PAYING AGENT

**Section 1101. Acceptance of Duties.** The Finance Director hereby accepts the duties imposed upon the Paying Agent by this Ordinance and agrees to perform said duties as a paying agent and bond registrar ordinarily would perform similar duties.

## ARTICLE XII MISCELLANEOUS PROVISIONS

**Section 1201. Amendments.** The rights and duties of the City and the Registered Owners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any respect by ordinance of the City with the written consent of the Registered Owners of not less than a simple majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk, but no such modification or alteration shall:

- (a) extend the Maturity of any payment of principal or interest due upon any Bond; or
- (b) effect a reduction in the amount which the City is required to pay by way of principal of or interest on any Bond; or
- (c) permit preference or priority of any Bonds over any other Bonds; or
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance.

Any provision of the Bonds or of this Ordinance may, however, be amended or modified by ordinance duly adopted by the City Council at any time in any respect with the written consent of the Registered Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Registered Owners, the City may amend or supplement this Ordinance for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Registered Owners.

Every amendment or modification of the provisions of the Bonds or of this Ordinance, to which the written consent of the Registered Owners is given, as above provided, shall be expressed in an ordinance adopted by the City Council amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. A certified copy of every such amendatory or supplemental ordinance, if any, and a certified copy of this Ordinance shall be kept on file in the office of the City Clerk and shall be made available for inspection by the Registered Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or of this Ordinance will be sent by the City Clerk to any such Registered Owner or prospective Registered Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of the ordinance of the City



hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification. The City shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Ordinance made hereunder which affects the duties or obligations of the Paying Agent under this Ordinance.

### **Section 1202. Tax Covenants.**

(a) The City covenants and agrees that: (1) the City will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and (2) the City will not use or permit the use of any proceeds of the Bonds or any other funds of the City nor take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from federal gross income of the interest on the Bonds. The City will also adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

(b) The City covenants and agrees that: (1) the City will comply with all requirements of Section 148 of the Code to the extent applicable to the Bonds; (2) the City will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued; and (3) the City will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City in any manner, or take or omit to take any action, that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

(c) The City covenants and agrees that the City will pay or provide for the payment from time to time of all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any Treasury Regulations applicable to the Bonds from time to time. This covenant shall survive payment in full or defeasance of the Bonds. The City specifically covenants to pay or cause to be paid to the United States the required amounts of rebatable arbitrage at the times and in the amounts as determined by the Arbitrage Instructions. Notwithstanding anything to the contrary contained herein, the Arbitrage Instructions may be amended or replaced if, in the opinion of Bond Counsel, such amendment or replacement will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds.

(d) The City covenants and agrees that the City will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, (1) in a manner that would cause any Bond to be a “private activity bond” (other than a qualified Section 501(c)(3) bond) within the meaning of Section 141(a) of the Code, or (2) to make or finance a loan to any person who is not an organization described in Section 501(c)(3) of the Code. For purposes of the preceding sentence, a loan to an organization described in Section 501(c)(3) of the Code for use with respect to an unrelated trade or business, determined according to Section 513(a) of the Code, constitutes a loan to a person who is not an organization described in Section 501(c)(3) of the Code.

(e) The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to Article X of this Ordinance or any other provision of this Ordinance, until the final maturity of the Bonds.

**Section 1203. Payments Due on Days Other Than Business Days.** In any case where the date of Maturity of principal of or interest on the Bonds or the date fixed for redemption of any Bond is not a Business Day, then payment of principal or interest need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of Maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

**Section 1204. Notices, Consents and Other Instruments by Registered Owners.** Any notice, consent, request, direction, approval, objection or other instrument required by this Ordinance to be signed and executed by the Registered Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of the Bonds other than the assignment of ownership of a Bond as set forth in Exhibit B hereto, if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered, or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of the Bonds, the amount or amounts, numbers and other identification of the Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Registered Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Ordinance, Bonds owned by the City shall be disregarded and deemed not to be Outstanding under this Ordinance, except that, in determining whether the Registered Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Registered Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Registered Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the City.

**Section 1205. Principal Amount of the Bonds.** In determining whether the Registered Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent, or waiver under this Ordinance, the term "principal amount" shall mean the principal amount of Bonds Outstanding as of the date of the determination.

**Section 1206. Designation of Bonds as “Qualified Tax-exempt Obligations.”** The City hereby designates the Bonds to be “qualified tax-exempt obligations” as such term is defined in Section 265(b)(3) of the Code. In addition, the City hereby represents that:

(a) The reasonably anticipated amount of tax-exempt obligations (other than private activity bonds) which will be issued by or on behalf of the City and all entities subordinate to the City during calendar year 2020 does not exceed \$10,000,000; and

(b) The aggregate principal amount of obligations designated by the City as “qualified tax-exempt obligations” during calendar year 2020, including the Bonds, does not exceed \$10,000,000.

**Section 1207. Approval of Agreements; Further Authority.** The selection of Cunningham, Vogel & Rost, P.C. as Bond Counsel in connection with the issuance of the Bonds is hereby confirmed and approved and the Bond Counsel fee in the amount of \$46,000 is hereby approved as a Cost of Issuance of the Bonds. Any and all actions taken by the Mayor, the City Manager, the Finance Director, the City Clerk, or any other City staff in furtherance of the purposes of this Ordinance prior to its adoption and approval are hereby ratified and approved. The officers of the City, including the Mayor, the City Manager, the Finance Director, and the City Clerk are hereby further authorized and directed to execute all documents, and take such actions as they may deem necessary or advisable to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 1208. Severability.** If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other parts and provisions of this Ordinance.

**Section 1209. Governing Law.** This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 1210. Effective Date.** This Ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri on this 8th day of September, 2020.

---

Presiding Officer at Meeting

ATTEST:

---

Diane Kay Galloway, CMC/MRCC, City Clerk

**CERTIFICATE OF CITY CLERK**

I, the undersigned, duly appointed and serving City Clerk of the **CITY OF MOBERLY, MISSOURI**, hereby certify that the above and foregoing constitutes a full, true and correct copy of Ordinance No. \_\_\_\_\_ duly passed and approved by the City Council of the City at a meeting duly and regularly held on September 8, 2020; that said Ordinance has not been modified, amended or repealed, and is in full force and effect as of the date hereof; and that the same is on file in my office.

**WITNESS** my hand and official seal this 28th day of September, 2020.

(Seal)

\_\_\_\_\_  
Diane Kay Galloway, CMC/MRCC, City Clerk

**SCHEDULE 1**

A. AGGREGATE PRINCIPAL AMOUNT: \$1,700,000.00

B. SALE PARAMETERS:

The Bonds shall: (1) have an aggregate principal amount of \$1,700,000; (2) have a rate of 3.05%; and (3) be sold by the City to the Purchaser at a price no less than 99% of the principal amount of the Bonds.

C. AMOUNT TO BE DEPOSITED IN COSTS OF ISSUANCE FUND: \$ 46,000.00

D. AMOUNT TO BE DEPOSITED IN STREETSCAPE IMPROVEMENT ACCOUNT WITHIN PROJECT FUND: \$ 137,005.59

E. AMOUNT TO BE DEPOSITED IN SEWER SYSTEM IMPROVEMENT ACCOUNT WITHIN PROJECT FUND: \$1,516,994.41

F. AMORTIZATION – PAYMENT SCHEDULE

<b>Funding Date:</b>	10/01/2020	<b>Compounding:</b>	U.S. Rule	<b>Principal:</b>	1,700,000.00
<b>First Payment Date:</b>	04/01/2021	<b>Period:</b>	Actual/365	<b>Initial Interest Rate:</b>	0.000%
		<b>Pmt Schedule:</b>	Semi-Annually	<b>Interest Rate:</b>	3.050%
				<b>Pmt Amount:</b>	64,457.30

Payment Number	Payment Date	Payment Days	Payment Amount	Interest Amount	Principal Reduction	Outstanding Balance	Equity Built
1	04/01/2021	182	\$64,457.30	25,853.97	38,603.33	1,661,396.67	\$38,603.33
2	10/01/2021	183	\$64,457.30	25,405.71	39,051.59	1,622,345.08	\$77,654.92
3	04/01/2022	182	\$64,457.30	24,672.98	39,784.32	1,582,560.76	\$117,439.24
4	10/01/2022	183	\$64,457.30	24,200.17	40,257.13	1,542,303.63	\$157,696.37
5	04/01/2023	182	\$64,457.30	23,455.69	41,001.61	1,501,302.02	\$198,697.98
6	10/01/2023	183	\$64,457.30	22,957.58	41,499.72	1,459,802.30	\$240,197.70
7	04/01/2024	183	\$64,457.30	22,322.98	42,134.32	1,417,667.98	\$282,332.02
8	10/01/2024	183	\$64,457.30	21,678.67	42,778.63	1,374,889.35	\$325,110.65
9	04/01/2025	182	\$64,457.30	20,909.62	43,547.68	1,331,341.67	\$368,658.33
10	10/01/2025	183	\$64,457.30	20,358.58	44,098.72	1,287,242.95	\$412,757.05
11	04/01/2026	182	\$64,457.30	19,576.67	44,880.63	1,242,362.32	\$457,637.68
12	10/01/2026	183	\$64,457.30	18,997.93	45,459.37	1,196,902.95	\$503,097.05
13	04/01/2027	182	\$64,457.30	18,202.76	46,254.54	1,150,648.41	\$549,351.59
14	10/01/2027	183	\$64,457.30	17,595.46	46,861.84	1,103,786.57	\$596,213.43
15	04/01/2028	183	\$64,457.30	16,878.86	47,578.44	1,056,208.13	\$643,791.87
16	10/01/2028	183	\$64,457.30	16,151.30	48,306.00	1,007,902.13	\$692,097.87
17	04/01/2029	182	\$64,457.30	15,328.40	49,128.90	958,773.23	\$741,226.77
18	10/01/2029	183	\$64,457.30	14,661.35	49,795.95	908,977.28	\$791,022.72
19	04/01/2030	182	\$64,457.30	13,823.93	50,633.37	858,343.91	\$841,656.09
20	10/01/2030	183	\$64,457.30	13,125.61	51,331.69	807,012.22	\$892,987.78
21	04/01/2031	182	\$64,457.30	12,273.22	52,184.08	754,828.14	\$945,171.86
22	10/01/2031	183	\$64,457.30	11,542.67	52,914.63	701,913.51	\$998,086.49
23	04/01/2032	183	\$64,457.30	10,733.51	53,723.79	648,189.72	\$1,051,810.28
24	10/01/2032	183	\$64,457.30	9,911.97	54,545.33	593,644.39	\$1,106,355.61
25	04/01/2033	182	\$64,457.30	9,028.27	55,429.03	538,215.36	\$1,161,784.64
26	10/01/2033	183	\$64,457.30	8,230.27	56,227.03	481,988.33	\$1,218,011.67
27	04/01/2034	182	\$64,457.30	7,330.18	57,127.12	424,861.21	\$1,275,138.79
28	10/01/2034	183	\$64,457.30	6,496.88	57,960.42	366,900.79	\$1,333,099.21
29	04/01/2035	182	\$64,457.30	5,579.91	58,877.39	308,023.40	\$1,391,976.60
30	10/01/2035	183	\$64,457.30	4,710.23	59,747.07	248,276.33	\$1,451,723.67
31	04/01/2036	183	\$64,457.30	3,796.59	60,660.71	187,615.62	\$1,512,384.38
32	10/01/2036	183	\$64,457.30	2,868.98	61,588.32	126,027.30	\$1,573,972.70
33	04/01/2037	182	\$64,457.30	1,916.65	62,540.65	63,486.65	\$1,636,513.35
34	10/01/2037	183	\$64,457.30	970.82	63,486.48	.17	\$1,699,999.83
<b>2037</b>	<b>Totals:</b>		<b>2,191,548.20</b>	<b>491,548.37</b>	<b>1,699,999.83</b>		
	<b>Grand Totals:</b>		<b>2,191,548.20</b>	<b>491,548.37</b>	<b>1,699,999.83</b>		

**SCHEDULE 2**  
**DOWNTOWN MOBERLY PUBLIC FACILITIES IMPROVEMENTS**

<u>Improvement Designation</u>	<u>Cost Item<sup>1</sup></u>	<u>Cost<sup>2</sup></u>
A	<b>Sewer System Improvements</b>	\$ 1,273,337.50
B	<b>Streetscape Improvements</b>	\$ 115,000.00
<b>Subtotal</b>		<b>\$ 1,388,337.50</b>
	<b>Contingency (19%)<sup>3</sup></b>	<b>265,662.50</b>
<b>Total</b>		<b>\$ 1,654,000.00</b>

<sup>1</sup> As further described in Ordinance No. 9576 adopted and approved on January 6, 2020 and Ordinance No. 9577 adopted and approved on January 21, 2020 approving, among other things, a proposed Assessment Roll for the Improvements.

<sup>2</sup> Each Improvement includes design and engineering costs.

<sup>3</sup> To the extent not required as contingency for unforeseen and changed conditions, contingency amounts shall be used to expand the scope of the specified improvements, respectively, consistent with the NID Petition and the NID Act.

**EXHIBIT A**

**LEGAL DESCRIPTION OF  
NEIGHBORHOOD IMPROVEMENT DISTRICT**

*A tract of land lying in the Northwest Quarter of Section 1, Township 53 North Range 14 West, in the City of Moberly Missouri, and being Lots 1, 2, 3, 4, 5, 6, 19, 20, 21, 22, 23, 24 of Block Thirteen (13) of the Original town of Moberly, Missouri and being more particularly described as follows:*

*Commencing at a found iron pipe at the intersection of the South line of Coates Street and the East line of Sturgeon Street; thence South 06 degrees 43 minutes 27 seconds East a distance of 308.12 feet to a found pk nail, in the center of a concrete sidewalk, on the East right-of-way line of Sturgeon Street; thence Westerly a distance of 50.0 feet, more or less, to the Southeast Corner of Block 13 of the Original Town of Moberly and the Point of Beginning; thence Northerly along the East line of said Block 13 to the Northeast corner of Lot 19; thence Westerly along the North line of said Lot 19 to the Northwest corner thereof; thence continuing Westerly, along the same line, crossing a twenty foot alley, to the Northeast Corner of Lot 6 of Block 13 of the Original town of Moberly; thence continuing Westerly, along the North line of said Lot 6, to the Northwest Corner thereof; thence Southerly, along the West line of said Block 13, to the Southwest corner thereof; thence Easterly, along the North right-of-way of Reed Street, and the South line of said Block13 to the Point of Beginning.*

**EXHIBIT B**

***NEITHER THIS BOND NOR ANY PORTION THEREOF MAY BE HYPOTHECATED, TRANSFERRED, ASSIGNED, NEGOTIATED NOR DISPOSITION MADE (OTHER THAN TO THE ISSUER HEREOF) EXCEPT TO AN “ACCREDITED INVESTOR,” AS HEREINAFTER DEFINED, AND IN ACCORDANCE WITH THE PROVISIONS HEREOF.***

*Capitalized terms used and not defined in this Bond shall have the meanings ascribed to them in the Ordinance (as hereinafter defined).*

**NEIGHBORHOOD IMPROVEMENT DISTRICT BOND - (Form Only)**

**(Front Side)**

**UNITED STATES OF AMERICA  
STATE OF MISSOURI**

**REGISTERED  
NO. R-1**

**REGISTERED  
\$1,700,000.00**

**CITY OF MOBERLY, MISSOURI  
DOWNTOWN MOBERLY PUBLIC FACILITIES NEIGHBORHOOD IMPROVEMENT  
DISTRICT LIMITED GENERAL OBLIGATION BOND (DOWNTOWN MOBERLY  
PUBLIC FACILITIES IMPROVEMENTS PROJECT)  
SERIES 2020**

**Interest Rate  
3.050%**

**Maturity Date  
October 1, 2037**

**Dated Date  
October 1, 2020**

**REGISTERED OWNER: Regional Missouri Bank, Moberly, Missouri**

**PRINCIPAL AMOUNT: ONE MILLION SEVEN HUNDRED THOUSAND DOLLARS**

**THE CITY OF MOBERLY, MISSOURI**, a city of the third classification and political subdivision of the State of Missouri (the “City”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns, the Principal Amount shown above, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) from the Dated Date shown above or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semi-annually on April 1 and October 1 in each year, beginning on April 1, 2021 until the Principal Amount has been paid.

The principal of this Bond shall be paid by check or draft at Maturity or upon earlier redemption to the person in whose name this Bond is registered at the Maturity upon presentation and surrender of this Bond at the office of the Director of Finance of the City as paying agent (the “Paying Agent”). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the Bond Register at the close of business on the Record Date for such interest, which shall be the fifteenth (15<sup>th</sup>) day (whether or not a Business Day) of the calendar month preceding such Interest Payment Date (a) by check or draft mailed by the Paying Agent to such Registered Owner at the address shown on the Bond Register or at such



other address as is furnished to the Paying Agent in writing by such Registered Owner, or (b) in the case of an interest payment to any Registered Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Registered Owner upon written notice given to the Paying Agent by such Registered Owner not less than fifteen days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal and interest on this Bond shall be payable in lawful money of the United States of America.

**THE TERMS AND PROVISIONS OF THIS BOND ARE CONTINUED ON THE REVERSE SIDE HEREOF AND SUCH CONTINUED TERMS AND PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF FULLY SET FORTH AT THIS PLACE.**

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security of benefit under the Ordinance until the Certificate of Authentication hereon shall have been executed by the Paying Agent.

The City hereby certifies and declares that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Bond did exist, have happened, have been done, and have been performed in regular and due form, time and manner as required by law and that before the issuance of this Bond provision has been duly made for the assessment, collection, and segregation of the Special Assessments and for the application of the same as hereinbefore provided.

**IN WITNESS WHEREOF, THE CITY OF MOBERLY, MISSOURI**, by its City Council, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Bond to be signed by the duly authorized manual or facsimile signature of the Mayor of the City and attested to by the duly authorized manual or facsimile signature of the City Clerk.

**CERTIFICATE OF AUTHENTICATION**

**CITY OF MOBERLY, MISSOURI**

This Bond is the Bonds of the issue described in the within-mentioned Ordinance.

By: \_\_\_\_\_  
Mayor

Registration Date: \_\_\_\_\_, 2020

**Director of Finance**  
as Paying Agent

ATTEST:

By: \_\_\_\_\_  
Director of Finance

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

(Form of Bond - Reverse Side)

CITY OF MOBERLY, MISSOURI  
DOWNTOWN MOBERLY PUBLIC FACILITIES NEIGHBORHOOD IMPROVEMENT  
DISTRICT LIMITED GENERAL OBLIGATION BOND (DOWNTOWN MOBERLY  
PUBLIC FACILITIES IMPROVEMENTS PROJECT)  
SERIES 2020

ADDITIONAL PROVISIONS

This Bond is one of a series of duly authorized bonds of the City designated “Downtown Moberly Public Facilities Neighborhood Improvement District Limited General Obligation Bonds (Downtown Moberly Public Facilities Improvements Project) Series 2020,” aggregating the original principal amount of \$1,700,000 (the “Bonds”). The Bonds are being issued for the purpose of (1) paying a portion of the costs of the Improvements and (2) paying the costs of issuing the Bonds, under authority and in full compliance with the constitution and laws of the State of Missouri, including particularly the Neighborhood Improvement District Act, Sections 67.453 through 67.475 of Revised Statutes of Missouri, as amended (the “Act”), and pursuant to Ordinance No. \_\_\_\_\_ duly adopted on September 8, 2020 by the City Council (the “Ordinance”).

This Bond shall not be subject to optional redemption and payment prior to the Stated Maturity thereof.

The Bonds shall be general obligations of the City as authorized by the Act; *provided that* the taxing power of the City is not pledged to the payment of the Bonds either as to principal or interest. The Bonds shall be payable from and secured as to the payment of principal and interest by (a) Special Assessments to be assessed and levied on real property deemed to be benefited by the Improvements and deposited in the Bond Fund; and (b) if not so paid, from the first available moneys in the City’s General Fund or other legally available City fund.

The Bonds are issued in the form of fully registered bonds without coupons, in Authorized Denominations.

**THIS BOND shall be transferable only to an Accredited Investor and only upon the execution and delivery by the proposed transferee of a letter of representations in substantially the form attached as Annex A to this Bond.** The term “Accredited Investor” shall mean an “accredited investor” under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended, and/or a “qualified institutional investor” under Rule 144A promulgated under the Securities Act of 1933, as amended or as such term may be commonly defined from time to time by applicable State and federal securities laws and regulations.

The Bonds may be transferred and exchanged as provided in the Ordinance only upon the Bond Register upon surrender of this Bond at the office of the Paying Agent. The Paying Agent shall transfer or exchange any Bond for a new Bond of the same Maturity and in the same principal amount Outstanding as the Bond that was presented for transfer or exchange. Any Bond presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner’s duly

authorized agent. The City and the Paying Agent may deem and treat the person in whose name any Bond is registered on the Bond Register as the absolute owner of such Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on said Bond and for all other purposes.

The proceedings relating to the issuance of the Bonds have been presented to and filed with the State Auditor of Missouri, who has examined the same and has issued a certificate that such proceedings comply with the laws and constitution of the State of Missouri and that the conditions of the contract under which the Bonds were ordered to be issued have been complied with.

---

---

**FOR VALUE RECEIVED**, the undersigned hereby sells, assigns, and transfers unto

\_\_\_\_\_ (Print or Type Name, Address, and Social Security Number or other Taxpayer Identification Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_ agent to transfer the within Bond on the books kept by the Paying Agent for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Notice: The signature to this assignment must correspond with the name of the Registered Owner as it appears on the face of the within Bond in every particular, without alteration, enlargement, or any change whatever.

Signature guaranteed by:

\_\_\_\_\_ (Print or Type Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

By: \_\_\_\_\_  
Title: \_\_\_\_\_

---

**LEGAL OPINION**

The following is a true and correct copy of the approving opinion of Cunningham, Vogel & Rost, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of the Bonds:

CUNNINGHAM, VOGEL & ROST, P.C.  
333 South Kirkwood Road, Suite 300  
St. Louis, Missouri 63122

(LEGAL OPINION OF BOND COUNSEL)

---

ANNEX A

**TRANSFEEE’S LETTER OF REPRESENTATIONS (Form Only)**

\_\_\_\_\_, 20\_\_

City of Moberly  
Moberly, Missouri

Re: \$1,700,000 City of Moberly, Missouri Downtown Moberly Public Facilities Neighborhood Improvement District Limited General Obligation Bond (Downtown Moberly Public Facilities Improvement Project) Series 2020 (the “Bonds”); *Capitalized terms used and not defined herein shall have the meanings ascribed to them in Ordinance No. \_\_\_\_\_ duly adopted on September 8, 2020 by the Council of the City of Moberly, Missouri (the “Ordinance”).*

Ladies and Gentlemen:

\_\_\_\_\_ (the “Transferee”) proposes and agrees to purchase and accept an assignment and transfer of the Bonds or portion thereof in accordance with the terms and conditions thereof. This letter is to provide you with certain representations and agreements with respect to such purchase, assignment and transfer and, accordingly, the Transferee hereby represents and warrants to the addressee hereof, as follows:

1. The Transferee is an “accredited investor” under Rule 501(a) of Regulation D promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended, and/or a “qualified institutional investor” under Rule 144A promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended (or other applicable state and federal securities laws and regulations).
2. The Transferee has sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of the investment represented by the purchase and acceptance of assignment and transfer by the Transferee of the Bonds.
3. The Transferee has had opportunity to review the Bonds and all instruments and agreements related thereto and to ask questions and to receive answers regarding all matters relating to the Bonds. The Transferee has had opportunity to obtain any and all information which the Transferee deems relevant in order to make an informed decision as to an investment in the Bonds and to verify the accuracy of all information that has been furnished to the Transferee.
4. The Transferee acknowledges that no official statement or other offering document has been prepared with respect to the Bonds and that the absence of such offering material will limit the liquidity of the Bonds. The Transferee is familiar with and has counsel who is familiar with federal and state laws pertaining to the transfer and distribution of securities, including, without limitation, disclosure obligations of the seller incident to any such transfer or distribution. The Transferee understands and acknowledges that the Bonds are exempt from the continuing

disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission. The Transferee hereby covenants and agrees that the Transferee will not sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage or dispose of the Bonds or any interest therein in violation of applicable federal or state law or in violation of the restrictions on sale, assignment, negotiation or transfer of the Bonds set forth in paragraph 7 of this letter.

5. The Transferee confirms that the Transferee’s purchase and acceptance of assignment and transfer of the Bonds constitutes an investment which is suitable for and consistent with the Transferee’s investment program and that the Transferee is capable of and prepared to bear the economic risk of the Transferee’s investment in the Bonds.

6. The Transferee is acquiring the Bonds solely as an investment and for the Transferee’s own account, as principal, (and not on behalf of another) with the present intent of holding the Bonds in the Transferee’s investment portfolio, and not with a view to or in connection with, any agreement or understanding looking toward any distribution, resale, fractionalization, subdivision or other disposition thereof, and no person other than the Transferee has direct or indirect interest in the Bonds.

7. The Transferee acknowledges that the right to sell, assign, negotiate or otherwise transfer the Bonds shall be limited to the sale, assignment, negotiation or transfer to an “accredited investor” as that term is used and defined in Rule 501(a) of Regulation D promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended, and a “qualified institutional investor” as that term is used and defined in Rule 144A promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended.

8. The Transferee agrees to indemnify and hold the addressee hereof and Bond Counsel each harmless from any claims, judgments, costs, fees and expenses of whatsoever nature, whether relating to litigation or otherwise, resulting from the attempted or affected sale, offer for sale, pledge, transfer, conveyance, hypothecation, mortgage, disposition of the Bonds or any portion thereof in violation or contravention of this letter.

9. The Transferee has satisfied itself that the Bonds may be legally purchased by and assigned and transferred to the Transferee.

Very truly yours,

---

**“Transferee”**

**EXHIBIT C**

**ARBITRAGE INSTRUCTIONS**

**CITY OF MOBERLY, MISSOURI  
DOWNTOWN MOBERLY PUBLIC FACILITIES NEIGHBORHOOD IMPROVEMENT  
DISTRICT LIMITED GENERAL OBLIGATION BOND (DOWNTOWN MOBERLY  
PUBLIC FACILITIES IMPROVEMENTS PROJECT)  
SERIES 2020**

These Arbitrage Instructions (the “Instructions”) provide guidance regarding compliance with §148 of the Internal Revenue Code of 1986, as amended (the “Code”), to preserve the exclusion from federal gross income of the interest on the \$1,700,000 City of Moberly, Missouri, Downtown Moberly Public Facilities Neighborhood Improvement District Limited General Obligation Bonds (Downtown Moberly Public Facilities Improvements Project) Series 2020 (the “Bonds”), being issued by the City of Moberly, Missouri (the “City”) pursuant to Ordinance No. \_\_\_\_\_ passed and approved by the City Council of the City on September 8, 2020 (the “Bond Ordinance”).

**Section 1. Definitions.** Unless the context indicates otherwise, words and phrases used herein shall have the meanings assigned in §148 of the Code and in the Treasury Regulations promulgated thereunder (the “Regulations”), and certain capitalized terms not specifically defined herein shall have the meanings set forth in the Bond Ordinance.

“**Bond Year**” means each one-year period ending September 1; except that the first Bond Year may be less than one year in duration.

“**Gross Proceeds**” means (i) sale proceeds, *i.e.*, all amounts actually or constructively received by the City from the sale of the Bonds; (ii) investment proceeds derived from the investment of the sale proceeds; (iii) amounts held in a sinking fund for the Bonds; (iv) amounts held in a pledged fund or reserve fund for the Bonds; and (v) any transferred proceeds. Specifically, Gross Proceeds include all amounts held in the following funds ratified or established in Section 501 of the Bond Ordinance:

- (a) the Bond Fund;
- (b) the Cost of Issuance Fund;
- (c) the Project Fund; and
- (d) the Rebate Fund.

“**Minor Portion**” means an amount equal to the lesser of \$100,000 or 5% of the sale proceeds of the Bonds.

“**Rebate Requirement**” means the amount of rebatable arbitrage earned with respect to Gross Proceeds which do not qualify for an exception from the requirements of Section 148(f)(2) of the Code, computed as of the last day of any Bond Year pursuant to §1.148-3 of the Treasury Regulations.

**Section 2. Temporary Periods; Yield Restriction.** The amounts deposited in the funds and accounts established or ratified in the Bond Ordinance shall be invested as follows:

(a) Bond Fund. Moneys deposited in the Bond Fund may be invested without yield restriction for a period of thirteen (13) months after the date of deposit. Earnings on such amounts may be invested without yield restriction for a period not exceeding one year after the date of receipt of such earnings.

(b) Project Fund and Costs of Issuance Fund. Moneys deposited in the Project Fund and the Costs of Issuance Fund, and investment earnings on such proceeds, may be invested without yield restriction for a period of three (3) years after the Issuance Date. If any unspent proceeds remain in the Project Fund after three years, such amounts may continue to be invested without yield restriction so long as the Issuer pays to the IRS all yield reduction payments in accordance with Regulations § 1.148-5(c). These payments are required whether or not the Bonds are exempt from the arbitrage rebate requirements of Code § 148.

Any such amounts not invested as described above shall be invested at a yield not greater than the yield on the Bonds.

**Section 3. Survival After Defeasance.** Notwithstanding anything in the Bond Ordinance to the contrary, the obligation to pay arbitrage rebate to the United States and to comply with all other requirements contained in these Arbitrage Instructions will survive the payment or defeasance of the Bonds.

**Section 4. Opinion of Bond Counsel.** These Instructions may be modified or amended in whole or in part upon receipt of an opinion of Bond Counsel to the effect that such modifications or amendments will not adversely affect the exclusion from gross income of the interest on the Bonds.

\* \* \* \* \*



**EXHIBIT D**

**BOND PURCHASE AGREEMENT**

**(included as Item 2 in Bond Transcript)**

# City of Moberly City Council Agenda Summary

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

Department: Community Development  
Date: August 17, 2020

**Agenda Item:** Text Amendment for the Temporary Living Shelters.

**Summary:** At the July 27, 2020 meeting, Planning and Zoning Commission passed the text amendment with slight modifications to the proposed text after hearing from an interested group in the community that desires to start a warming shelter. The text amendment will cover both homeless shelters and warming shelters. Recommended text includes a conditional use for each site that is proposed to be used for temporary living shelters. The group interested in starting a warming shelter and the City of Moberly staff are in agreement that this is a valid set of regulations to begin with surrounding the temporary living shelters. Attached is the report from the P&Z meeting.

**Recommended Action:** Direct staff to bring forward to the September 8, 2020 regular City Council meeting for final approval.

**Fund Name:** N/A

**Account Number:** N/A

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

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

City of *Moberly!*

Memorandum

*To: Planning and Zoning Commission*

*From: Planning Staff*

*Subject: AGENDA ITEM NO. 3*

*Meeting: July 27, 2020*

**#3 Public Hearing to consider:**

A Public Hearing for a request submitted by the City of Moberly for a text amendment to define and clarify zoning regulations for Temporary Living Shelters in the B-3 and M-1 districts.

**Comments:**

The current City Codes are limited in regulation on the operation of Temporary Living Shelters and due to recent interest and safeguards for the community, it was desirable to implement and clarify regulations with respect to Temporary Living Shelters. The amendment to the current City Codes will better define what is a Temporary Living Shelter, components of a business plan that shall be in place, when and how long they can operate, as well as aligning the zoning requirements with other special use groups in the community.

The proposed regulations are in alignment with other communities that currently have operating temporary living shelters in a successful way. They define elements of the structure and operating plan that are not specifically defined and classified in the Building Codes and have been kept in alignment to other similar facilities that are defined in the Building Codes. Safeguards to require appropriate training and education of staffing members are desired to maintain a safe and effective facility for the patrons and the surrounding community.

The regulations are supportive of encouraging a safe, equal, and code compliant set of regulations with respect to Temporary Living Shelters.

Text amendments when approved by Planning and Zoning Commission **will require the additional approval of the City Council.**

**City Staff Review:** Recommends approval of the presented code amendment.

Respectfully submitted by Aaron Decker

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_

WS #8.

Department: Community Development  
Date: August 17, 2020

**Agenda Item:** Discussion of Text Amendment changes for Living Quarters in the B-2 District and mixed-use facilities in a B-3 commercial district.

**Summary:** At the July 27, 2020 meeting, Planning and Zoning Commission passed the text amendment for regulations and clarifications of Apartments in the B-2 district and mixed-use facilities in a B-3 commercial districts. The proposed text defines in more clarity the current practice of allowing apartments in the second story of downtown buildings. It also permits the use of mixed-use buildings for residential and commercial uses. The specific guidelines of maintaining commercial appearance and accessibility are defined in the proposed text. This will impact Chapter 46 of the Code Book.

**Recommended Action:** Direct staff to bring forward to the September 8, 2020 regular City Council meeting for final approval.

**Fund Name:** N/A

**Account Number:** N/A

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

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

City of *Moberly!*

Memorandum

*To: Planning and Zoning Commission*

*From: Planning Staff*

*Subject: AGENDA ITEM NO. 4*

*Meeting: July 27, 2020*

**#4 Public Hearing to consider:**

A Public Hearing for a request submitted by the City of Moberly for a text amendment to define the types of residential units in commercial districts and to clarify zoning regulations applicable to those definitions in commercial districts.

**Comments:**

The current City Codes were vague and needed clarity on residential practices in the B-2 district and mixed-use buildings. The amendment will better define, regulate and bring current practice into agreement with the City Codes. The second story of downtown buildings has often been used for residential living space and is a practice that has been allowed which this amendment clarifies and defines in a more accurate representation to stimulate the continued use of mixed-use buildings in the B-2 District.

The regulations are supportive of rehabilitating mixed-use buildings as well as stimulating growth and economy in the B-2 District. The amendment defines portions of a mixed-use building in alignment with the Building Codes as well as the future development and use of current buildings in the district. In addition to our downtown community, there are several other buildings in town that are already setup as a mixed-use building and additional text was inserted to support the continued use of these properties in a way to encourage maintenance and use of these buildings.

Text amendments when approved by Planning and Zoning Commission **will require the additional approval of the City Council.**

**City Staff Review:** Recommends approval of the presented code amendment.

Respectfully submitted by Aaron Decker

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ WS #9.  
 Department: Community Development  
 Date: August 17, 2020

**Agenda Item:** Text Amendment for Cannabis Odor Control.

**Summary:** At the July 27, 2020 meeting, Planning and Zoning Commission passed the text amendment that would regulate the process of application and review for any new cannabis facility that looks to locate within the city limits. This includes the review of a site plan and odor control as a component of that review for all sites (including existing structures). The City of Moberly is also recommending a text amendment to our nuisance codes that will help to enforce and regulate complaints that may arise in residential districts with regard to the odor control of use and operating a home grow facility for cannabis plants. These codes are similar to other communities and desirable due to the lack of regulation provided by the State Statutes. Staff report attached.

**Recommended Action:** Direct staff to bring forward to the September 8, 2020 regular City Council meeting for final approval.

**Fund Name:** N/A

**Account Number:** N/A

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

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

City of *Moberly!*

Memorandum

*To: Planning and Zoning Commission*

*From: Planning Staff*

*Subject: AGENDA ITEM NO. 6*

*Meeting: July 27, 2020*

**#6 Public Hearing to consider:**

A Public Hearing for a request submitted by the City of Moberly for a text amendment to define and clarify Medical Marijuana Dispensaries for regulating odor control.

**Comments:**

Current development of buildings is underway with regards to the state licensed Medical Marijuana Dispensaries. After visiting with the Department of Health and Senior Services, it was determined that Odor Control regulations were needed with respect to development of cannabis facilities.

There are very few specific regulations at the state level with regards to controlling odor in or around these facilities. The 2012 Building Codes currently adopted do not address this type of facility due to the lack of code development when these codes were first developed in 2010. After reviewing other communities with odor control regulations in states where Medical Marijuana has been legalized, the City of Moberly regulations were developed to safeguard our community and address nuisance odors in specific.

Text amendments when approved by Planning and Zoning Commission **will require the additional approval of the City Council.**

**City Staff Review:** Recommends approval of the presented code amendment.

Respectfully submitted by Aaron Decker

# City of Moberly City Council Agenda Summary

Agenda Number: WS #10.

Department: Public Utilities

Date: August 17, 2020

**Agenda Item:** Discussion regarding project costs for ESP contract including meters, billing software, and antennas.

**Summary:** The ESP contract provided for contingency funding as part of the project’s financing that would be managed as the project proceeded. The attached contingency adjustment form is a true-up of contingency funding to date that takes into account the meter equipment changes, the automated reading data collectors, and the billing software pricing.

**Recommended**

**Action:** Direct staff to move to the next regular Council meeting for approval.

**Fund Name:** EnterTextHere

**Account Number:** EnterTextHere

**Available Budget \$:** EnterTextHere

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





**Project Name:**  
 Project Manager  
 Phone:  
 email:

**City of Moberly**  
 Kevin Karst  
 913-335-5253  
[kevin@energyp.com](mailto:kevin@energyp.com)

## Contingency Allocation Log

Item	Description	Add	Deduct	Contingency Balance	Submittal Date	Date of Customer Acceptance
	Starting Balance			\$ 380,000.00		
1	Installation of secondary Flexim Flow Meter @ WTP	\$ -	\$ 14,053.00	\$ 365,947.00	4/3/2020	4/3/2020
2	Superceded by CA#6	\$ -	\$ -	\$ -		
3	Superceded by CA#6	\$ -	\$ -	\$ -		
4	Jacobs Engineering Group, Inc. - WWTP Modeling		\$ 84,000.00	\$ 281,947.00	4/10/2020	4/10/2020
5	Superceded by CA#6	\$ -	\$ -	\$ -		
6	Combined	\$ 376,917.00	\$ 292,477.32	\$ 366,386.68		
	a. Change from Master Meter (from item 2)	\$ 174,742.00				
	b. Change to Neptune Meters (from item 2)		\$ 109,592.00			
	c. Vacuum All Meter Pits for Lead Testing (from item 3)		\$ 174,510.32			
	d. Relocation of Control Wiring by Jeffries @ WTP (from item 5)		\$ 8,375.00			
	e. Cost adjustment for Caselle System from base cost	\$ 202,175.00				
6						
7						
8						
9						
10						
11						
Total Remaining Contingency				\$ 366,386.68		



## Contingency Allocation (CA)

**Project Name: City of Moberly**  
 CA Number: 6  
 CA Date: 8/13/2020

ESCO: Energy Solutions Professionals, LLC  
 c/o: Jeff Flathman  
 9218 Metcalf, Suite 274  
 Overland Park, KS 66212

Client: City of Moberly, MO  
 c/o: Mary West-Calcagno  
 101 W. Reed Street  
 Moberly, MO 65270

**Original Contract Date: 9/10/2019**

The following addition/deletion of scope shall be incorporated in the the Agreement dated as listed above. All of the terms and conditions of the Agreement remain in place unless explicitly described otherwise in this change order or previous change orders to the Agreement.

**Additions:**

- |  |               |
|--|---------------|
| 1. Cost Increase to go from Master Meter to Neptune (March 2020)   | \$ 109,592.00 |
| 2. Vacuum All Meter Pits for Lead Testing  | \$ 174,510.32 |
| 3. Relocation of control wiring, ECO No. 1:  | \$ 8,375.00   |
| a. Relocate existing control wiring for Chlorine equipment routed through existing MCC.                          |               |
| b. Installation of two new conduits to re route cabling as required.   |               |
| c. Labor required to trace down and investigate all wiring needing to be re routed to maintain Chlorine equipmer |               |
| 4. Identification and Relocation of control wiring, ECO No. 2:   |               |
| a. Relocating existing control wiring for the roller pump lock out, uncovered during startup of new VFD's.       |               |
| b. installation of two new cables as required for proper lock out sequence of the roller pumps.                  |               |
| c. Labor required to trace down and investigate all wiring needing to be routed and integrated into the VFD's.   |               |

**Deductions:**

- |   |               |
|---|---------------|
| 1. Cost reduction to go from Badger to Master Meter                             | \$ 174,742.00 |
| 2. Cost adjustment based on actual cost of billing system selection of Caselle. | \$ 202,175.00 |

**Total Contingency Allocation \$ 84,439.68**

Original Contingency Allocation:	\$ 380,000.00
Sum of Previous Contingency Allocations:	\$ (98,053.00)
Contingency Allocation Prior to this CA:	\$ 281,947.00
Amount of this Contingency Allocation:	\$ 84,439.68
Remaining Contingency	\$ 366,386.68
Revised Agreement substantial completion date (changed / <del>unchanged</del> ):	4/9/2021

**Energy Solutions Professionals, LLC**

**City of Moberly**

  
 \_\_\_\_\_

\_\_\_\_\_

8/13/20  
 Date signed

\_\_\_\_\_  
 Date Signed