

**NOTICE OF OPEN MEETING & VOTE TO
CLOSE PART OF THE MEETING
A G E N D A
COUNCIL MEETING
City of Moberly
City Council Room – Moberly City Hall
101 West Reed Street
May 02, 2022
6:00 PM**

Posted:

Pledge of Allegiance

Roll Call

Approval of Agenda

Approval of Minutes

1. Approval Of Minutes.

Recognition of Visitors

Communications, Requests, Informational Items

2. Communication From The Moberly Crossing Community Improvement District Of The Fiscal Year 2022-2023 Proposed Budget.

3. Communication From The Downtown Community Improvement District Of The Fiscal Year 2022-2023 Proposed Budget.

Public Hearing and Receipt of Bids

4. Receipt Of Bids For The 2022 Street Improvement (Micro Seal).

5. Receipt Of Bids For A 10HP 120 Gallon Air Compressor For The Street Barn Shop.

Consent Agenda

6. A Resolution Accepting The Bid And Authorizing Contracting For The 2022 Micro Seal Street Improvement Project.

7. A Resolution Accepting The Bid Proposal Of Napa Auto Parts And Authorizing The Purchase Of A 10 HP Compressor.

8. A Resolution Permitting The Moberly Rotary Club, Altrusa Club, Fraternal Order Of Eagles And The Knights Of Columbus To Locate And Operate A Carnival In Downtown Moberly From June 15 To June 18, 2022 And The Closure Of Downtown Streets And The Operation Of A Beer Garden During The Sixteenth Annual Railroad Days.

9. A Resolution Authorizing Safe Passage Taste Of Missouri Wine Stroll For August 13, 2022 On Public Sidewalks, Alleys And Public Grounds And Within 100 Feet Of A School Or Church.

10. A Resolution Authorizing Closing Of Streets And Parking Lots And Public Consumption Of Alcohol For Junk Junktion And The Gus Macker Basketball Tournament.

11. A Resolution Authorizing A Consent To Assignment Of The Agreement Between The City And Cox /McLain Environmental Consulting Services, Inc.

12. A Resolution Authorizing The Purchase Of VHF Mobile Radios From Motorola.

13. A Resolution Authorizing The Purchase Of Ballistic Shields From Hardwire, LLC.

14. A Resolution Approving A Lease Agreement With The Moberly Area Chamber Of Commerce For Property Located At 220 And 219 W Reed Street And Authorizing The City Manager To Execute The Lease.

15. A Resolution Approving A Lease Agreement With Edge Aviation, LLC For Property Located At The Omar N. Bradley Airport And Authorizing The City Manager To Execute The Lease.

Ordinances & Resolutions

16. An Ordinance Approving A Cooperation Agreement For Special Events Funding; And Providing Further Authority.
17. An Ordinance Approving a Promotional Services Agreement; and Providing Further Authority.
18. An Ordinance Approving An Intergovernmental Cooperation Agreement For The Operation Of A Farmers' Market At The Fennel Complex; And Providing Further Authority.
19. An Ordinance Approving A Missouri Highways And Transportation Commission Cost Share Agreement For Business 63 Highway And Authorizing The City Manager To Execute The Agreement On Behalf Of The City Of Moberly.
20. A Resolution Recording The Destruction Of Certain Local Government Records.
21. A Resolution Accepting Permanent Sewer Easements From Various Owners For The Route JJ Regional Sewer Project.
22. A Resolution Authorizing And Accepting A Second Change Order To The Tannehill Park Splashpad Contract With Irvinbilt Constructors, Inc., For Unanticipated Expenses.
23. A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

Anything Else to Come Before the Council

24. Consideration For Approval Of New And Renewal Liquor Applications.
25. Consideration Of A Motion To Adjourn To A Work Session Followed By A Closed Session To Discuss The Status Of Pending Negotiated Contracts. (Closed Statute 610.021) (12)

Adjournment

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

April 18, 2022
City of Moberly, Missouri Council Minutes

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

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

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

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

A motion was made by Kimmons and seconded by Davis to approve the minutes of April 4, 2022, Council meeting as presented. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Mayor Jeffrey thanked Councilman Cole Davis for his service and presented a certificate of appreciation to him.

The canvass of ballots for the Municipal Election of April 5, 2022, was performed by County Clerk, Terri Maddox, and the verification board.

For Council Three Year Term County Clerk Maddox certified that the canvass for "Moberly Councilman" is as follows:

Austin Kyser received 558 votes; Zach Richardson received 378 votes; and Brandon L. Lucas received 639 votes. The certification shows Austin Kyser and Brandon L. Lucas are elected for Council for three-year terms at the Municipal Election of April 5, 2022.

City Clerk, Shannon Hance, administered the oath of office for Councilmen, Austin Kyser and Brandon L. Lucas.

A motion was made by Brubaker and seconded by Kimmons to adjourn sine die and appoint City Manager, Brian Crane, as temporary Chairman. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Chairman Crane called the meeting to order.

Council answering the roll call were: Jerry Jeffrey, Tim Brubaker, John Kimmons, Austin Kyser, and Brandon Lucas.

Chairman Crane stated the first order of business would be the election of Mayor.

A motion was made by Kyser and seconded by Kimmons to nominate Jerry Jeffrey for Mayor. There being no other nominations, Chairman Crane declared the nominations closed and called for a vote on the motion. Ayes: Jeffrey, Kimmons, Brubaker, Kyser and Lucas. Nays: none.

Mayor Jeffrey stated the next order of business will be the election of Mayor Pro Tem. A motion was made Kimmons and seconded by Lucas to nominate Tim Brubaker as Mayor Pro Tem. There being no other nominations, Mayor Jeffrey declared the nominations closed and called for a vote on the motion. Ayes: Jeffrey, Kimmons, Brubaker, Kyser and Lucas. Nays: none.

The following bids were received for removal of the Street Department's underground storage tanks and complete fuel systems. **Industrial & Petroleum Environmental Services (IPES)**, \$23,560; and **Mid-State Petroleum Equipment**, \$43,175. A motion was made by Brubaker and seconded by Kimmons to accept the bids. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Kyser introduced **"A RESOLUTION APPROVING AND ACCEPTING THE FINAL PLAT FOR ANGELS LANDING PLAT 4"** and made a motion for it to be read. Brubaker seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Brubaker to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Brubaker introduced **"A RESOLUTION ACCEPTING THE BID OF INDUSTRIAL & PETROLEUM ENVIRONMENTAL SERVICES, INC. TO REMOVE AN UNDERGROUND STORAGE TANK AND AUTHORIZING THE CITY MANAGER TO CONTRACT FOR SUCH SERVICES"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Lucas to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Kimmons introduced **"A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$774,631.74"** and made a motion for it to be read. Brubaker seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Kyser to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Monthly reports were received from various departments.

Mayor Jeffrey nominated Austin Kyser and himself (Jerry Jeffrey) to be appointed as Council Members to the Planning and Zoning Commission. A motion was made by Brubaker and seconded by Lucas to appoint Austin Kyser and Jerry Jeffrey as Council Members to the Planning and Zoning Commission. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Mayor Jeffrey nominated himself (Jerry Jeffrey) to be appointed as Council Member to the Historic Preservation Commission. A motion was made by Kyser and seconded by Kimmons to appoint Jerry Jeffrey as Council Member to the Historic Preservation Commission. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Mayor Jeffrey nominated John Kimmons to be appointed as Council Member to the Tourism Advisory Commission. A motion was made by Lucas and seconded by Kyser to appoint John Kimmons as Council Member to the Tourism Advisory Commission. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Mayor Jeffrey nominated Brandon Lucas to be appointed as Council Member to the Parks and Recreation Board. A motion was made by Kyser and seconded by Kimmons to appoint Brandon Lucas as Council Member to the Parks and Recreation Board. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Mayor Jeffrey nominated Tim Brubaker to be appointed as Council Member to the Downtown CID Board. A motion was made by Kimmons and seconded by Kyser to appoint Tim Brubaker as Council Member to the Downtown CID Board. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Members from the news media present were: Eric Duick, KWIX/KRES Radio Station, and Wynona Whitaker, Moberly Monitor Index.

A motion was made by Kyser and seconded by Brubaker to adjourn to a work session followed by a closed session to discuss the status of pending negotiated contracts. (Closed Statute 610.021) (12). Roll call vote: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Mayor Jeffrey reopened the meeting.

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

Work Session

The following was discussed at the work session:

A Request From The Moberly Chamber Of Commerce For The Closing Of Certain Streets In The Downtown Area In Support Of The Annual 2022 Junk Junktion And Gus Macker On September 17 And 18, 2022 And To Hang A Banner On The Rollins Street Overpass.

A Request From The Moberly Police Department To Purchase Ballistic Shields From Hardwire.

A Request From Moberly Police Department To Purchase Three (3) APX4500 Radios.

A Request From Moberly Rotary, Altrusa Club, Fraternal Order Of Eagles And Knights Of Columbus To Hold The 16th Annual Railroad Days In Downtown Moberly June 15-18, 2022, And The Closing Of Certain Streets In The Downtown Area, And To Hang A Banner On The Rollins Street Overpass from June 12-20, 2022. *The Council, by acclimation, moved this item forward pending that Moberly Rotary meet with Tourism before the next Council meeting on May 2, 2022.*

A Request From Safe Passage To Hold Their Annual Taste Of Missouri Wine Stroll On August 13, 2022.

Receipt Of Bids For A 10HP 120 Gallon Air Compressor For The Street Barn Shop. The Council, by acclimation, directed Staff to proceed with the order and to bring forth a Resolution ratifying the purchase at the May 2, 2022, City Council Meeting.

Receipt Of Bids For The 2022 Street Improvement Micro Seal Project.

An Ordinance Approving An Intergovernmental Cooperation Agreement For The Operation Of A Farmers' Market At The Fennel Complex; And Providing Further Authority (The "Ordinance").

An Ordinance Approving A Promotional Services Agreement; And Providing Further Authority (The "Ordinance").

An Ordinance Approving a Cooperation Agreement for Special Events Funding; And Providing Further Authority (The "Ordinance").

A Resolution Authorizing A Consent To Assignment Of The Agreement Between The City And Cox /McLain Environmental Consulting Services, Inc.

April 20, 2022
City of Moberly, Missouri Council Minutes

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

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

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

A joint work session of the City Council and City Department Heads was held. Council reviewed the proposed 2022/2023 Operating Budget.

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

City of Moberly

City Council Agenda Summary

Agenda Number: #2.
Department: City Manager
Date: May 2, 2022

Agenda Item: Communication from the Moberly Crossing Community Improvement District of the Fiscal Year 2022-2023 Proposed Budget.

Summary: The attached Moberly Crossing Improvement District proposed budget is for the City Council to review

Recommended

Action: Information only

Fund Name: N/A

Account Number: N/A

Available Budget \$: \$0

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Kyser** ___ ___

M___ S___ **Lucas** ___ ___

Passed Failed

**MOBERLY CROSSINGS
COMMUNITY IMPROVEMENT DISTRICT
BUDGET MESSAGE FOR
FISCAL YEAR 2022-2023 PROPOSED BUDGET**

The Board of Directors of the Moberly Crossings Community Improvement District (the “District”) has the following budget message for the fiscal year 2022-2023:

1. The District has imposed a CID sales tax at a rate of 1% (the “CID Sales Tax”), in accordance with Section 67.1545 of the Revised Statutes of Missouri, as amended.
2. The Board of Directors of the District hereby adopts the District’s annual budget for the fiscal year beginning on July 1, 2022 and ending on June 30, 2023, a copy of which is attached.
3. The amounts set forth on the Budget are hereby appropriated for the fiscal year beginning on July 1, 2022, and ending on June 30, 2023.
4. The expenditures appropriated do not exceed the amount of revenues anticipated plus initial fund balances.
5. The Board of Directors of the District hereby adopts the attached Revised 2021-2022 Budget for the fiscal year beginning on July 1, 2021, and ending on June 30, 2022.

**MOBERLY CROSSINGS COMMUNITY
IMPROVEMENT DISTRICT
2022-2023 PROPOSED ANNUAL BUDGET**

Income, Revenues:

	<u>FY 2020-21 Actual</u>	<u>FY 2021-22 Original Budget</u>	<u>FY 2021-22 Estimated</u>	<u>FY 2021-22 Revised Budget</u>	<u>FY 2022-23 Budget</u>
1% CID Sales/Use Tax Receipts	31,118.59	28,000.00	30,000.00	30,000.00	31,000.00
Interest Earnings	9.28	35.00	10.00	10.00	10.00
Total Revenue	31,127.87	28,035.00	30,010.00	30,010.00	31,010.00

Expenditures:

	<u>FY 2020-21 Actual</u>	<u>FY 2021-22 Original Budget</u>	<u>FY 2021-22 Estimated</u>	<u>FY 2021-22 Revised Budget</u>	<u>FY 2022-23 Budget</u>
Administrative Expenses					
Legal and Accounting Fees	2,513.95	2,500.00	1,500.00	2,500.00	3,000.00
Insurance Premium	1,519.00	1,520.00	1,471.00	1,500.00	1,500.00
Total Admin. Expenses	4,032.95	4,020.00	2,971.00	4,000.00	4,500.00
Principal and Interest Payment	25,409.49	28,000.00	28,000.00	28,000.00	28,000.00
Total All Expenditures	29,442.44	32,020.00	30,971.00	32,000.00	32,500.00

Other Financing Sources:

	<u>FY 2020-21 Actual</u>	<u>FY 2021-22 Original Budget</u>	<u>FY 2021-22 Estimated</u>	<u>FY 2021-22 Revised Budget</u>	<u>FY 2022-23 Budget</u>
Fund Balance at Beginning of Fiscal Year – All Funds	25,945.55	20,000.00	28,000.00	28,000.00	28,000.00

Ending Fund Balance:

	<u>FY 2020-21 Actual</u>	<u>FY 2021-22 Original Budget</u>	<u>FY 2021-22 Estimated</u>	<u>FY 2021-22 Revised Budget</u>	<u>FY 2022-23 Budget</u>
	28,163.97	27,000.00	27,000.00	27,000.00	28,000.00

Month	Starting Balance	Sales Tax Revenue	DOR Local Option Revenue	Interest	Deposits	Subtotal In	Revenue Note Payments	Reimbursement to City Admin \$	Subtotal Out	End Balance	Indebtedness
July	\$ 28,163.97	\$ 3,200.55	\$ 115.26	\$ 0.26	\$ -	\$ 31,480.04			\$ -	\$ 31,480.04	28714.91
August	\$ 31,480.04	\$ 463.95	\$ 86.66	\$ 0.27	\$ -	\$ 32,030.92			\$ -	\$ 32,030.92	
September	\$ 32,030.92	\$ 4,941.07	\$ 74.33	\$ 0.30	\$ -	\$ 37,046.62			\$ -	\$ 37,046.62	
October	\$ 37,046.62	\$ 2,609.79	\$ 161.50	\$ 0.13	\$ -	\$ 39,818.04	\$ 27,980.04	\$ 2,447.95	\$ 30,427.99	\$ 9,390.05	
November	\$ 9,390.05	\$ 1,415.59	\$ 911.52	\$ 0.09	\$ -	\$ 11,717.25			\$ -	\$ 11,717.25	
December	\$ 11,717.25	\$ 3,700.13	\$ 397.76	\$ 0.13	\$ -	\$ 15,815.27			\$ -	\$ 15,815.27	
January	\$ 15,815.27	\$ 2,490.31	\$ 606.08	\$ 0.15	\$ -	\$ 18,911.81			\$ -	\$ 18,911.81	
February	\$ 18,911.81	\$ 1,192.85	\$ 662.80	\$ 0.16	\$ -	\$ 20,767.62			\$ -	\$ 20,767.62	
March	\$ 20,767.62	\$ 2,951.77	\$ 337.11	\$ 0.20	\$ -	\$ 24,056.70			\$ -	\$ 24,056.70	
April						\$ -			\$ -	\$ -	
May						\$ -			\$ -	\$ -	
June						\$ -			\$ -	\$ -	
		\$ 22,966.01	\$ 3,353.02	\$ 1.69	\$ -	\$ 231,644.27	\$ 27,980.04	\$ 2,447.95	\$ 30,427.99	\$ 201,216.28	
			Total Revenue:				Total Expenditures:				
Beginning Balance	\$ 28,163.97		\$ 26,320.72				\$ (30,427.99)				
Ending Balance	\$ -										
Fund Change	\$ (28,163.97)		Net Change in Fund Balance:				End Balance:				
			\$ (4,107.27)				\$ 24,056.70				
Sales and Use Tax	\$ 26,319.03										
Revenues over (under)	\$ (4,107.27)										

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Subtotal In	Revenue Note Payments	Reimbursement to City Admin \$	Subtotal Out		End Balance	Indebtedness
\$ 31,100.16	\$ -	\$ -	\$ -		\$ 31,100.16	
\$ 32,624.54			\$ -		\$ 32,624.54	
\$ 36,536.69	\$ 27,600.16	\$ 3,500.00	\$ 31,100.16		\$ 5,436.53	
\$ 7,276.60	\$ -	\$ -	\$ -		\$ 7,276.60	
\$ 8,329.81			\$ -		\$ 8,329.81	
\$ 11,497.76	\$ -	\$ -	\$ -		\$ 11,497.76	
\$ 13,453.85			\$ -		\$ 13,453.85	
\$ 14,729.95			\$ -		\$ 14,729.95	
\$ 18,009.41			\$ -		\$ 18,009.41	
\$ 20,501.63			\$ -		\$ 20,501.63	
\$ 22,578.57			\$ -		\$ 22,578.57	
\$ 25,945.55			\$ -		\$ 25,945.55	
\$ 242,584.52	\$ 27,600.16	\$ 3,500.00	\$ 31,100.16		\$ 211,484.36	
	Total Expenditures:					
	\$ (31,100.16)					
	End Balance:					
	\$ 25,945.55					

Month	Starting Balance	Sales Tax Revenue	DOR Local Option Revenue	Interest	Deposits	Subtotal In	Revenue	Note Payments	Reimbursement to City Admin	\$	Subtotal Out		End Balance	Indebtedness	
July	\$ 21,809.56	\$ 1,820.27	\$ 258.58	\$ 3.00		\$ 23,891.41	\$	-	\$	-	\$ -		\$ 23,891.41	7/1/2018 \$ 656,604.07 Note Payment \$ 21,391.41 6/30/2019 \$ 635,212.66	
August	\$ 23,891.41	\$ 545.50	\$ 202.93	\$ 3.12		\$ 24,642.96					\$ -		\$ 24,642.96		
September	\$ 24,642.96	\$ 1,904.85	\$ 84.69	\$ 4.11		\$ 26,636.61					\$ -		\$ 26,636.61		
October	\$ 26,636.61	\$ 1,032.68	\$ 74.45	\$ 4.66		\$ 27,748.40					\$ -		\$ 27,748.40		
November	\$ 27,748.40	\$ 358.62	\$ 299.07	\$ 4.65		\$ 28,410.74					\$ -		\$ 28,410.74		
December	\$ 28,410.74	\$ 1,590.57	\$ 71.88	\$ 5.05		\$ 30,078.24					\$ -		\$ 30,078.24		
January	\$ 30,078.24	\$ 1,475.43	\$ 91.59	\$ 5.32		\$ 31,650.58					\$ -		\$ 31,650.58		
February	\$ 31,650.58	\$ 11,175.63	\$ 411.22	\$ 6.25		\$ 43,243.68					\$ -		\$ 43,243.68		
March	\$ 43,243.68	\$ 2,918.97	\$ 170.21	\$ 7.77		\$ 46,340.63					\$ -		\$ 46,340.63		
April	\$ 46,340.63	\$ 2,100.44	\$ 146.42	\$ 7.69		\$ 48,595.18	\$	21,391.41	\$	2,500.00	\$ 23,891.41		\$ 24,703.77		
May	\$ 24,703.77	\$ 1,290.83	\$ 129.38	\$ 4.19		\$ 26,128.17					\$ -		\$ 26,128.17		
June	\$ 26,128.17	\$ 2,885.93	\$ 125.16	\$ 4.69		\$ 29,143.95					\$ -		\$ 29,143.95		
		\$ 29,099.72	\$ 2,065.58	\$ 60.50	\$ -		\$	21,391.41	\$	2,500.00					
			\$ 31,165.30												
			Total Revenue:				Total Expenditures:								
Beginning Balance	\$ 21,809.56		\$ 31,225.80				\$ (23,891.41)								
Ending Balance	\$ 29,143.95														
Fund Change	\$ 7,334.39		Net Change in Fund Balance:				End Balance:								
			\$ 7,334.39				\$ 29,143.95								
Sales and Use Tax	\$ 31,165.30														
Revenues over (under)	\$ 7,334.39														

Month	Starting Balance	Sales Tax Revenue	DOR Local Option Revenue	Interest	Deposits	Revenue Note Payments	Reimbursement to City Admin	\$	End Balance	CVR Invoices
July	\$ 21,809.56	\$ 2,078.85		\$ 3.00	\$ -	\$ -	\$ -		\$ 23,891.41	7/31/2017
August	\$ 23,891.41	\$ 748.43		\$ 3.12	\$ -	\$ -	\$ -		\$ 24,642.96	8/31/2017
September	\$ 24,642.96	\$ 1,989.54		\$ 4.11	\$ -	?	\$ -		\$ 26,636.61	9/30/2017
October	\$ 26,636.61	\$ 1,107.13		\$ 4.66	\$ -	\$ -	\$ -		\$ 27,748.40	10/31/2017
November	\$ 27,748.40				\$ -	\$ -	\$ -		\$ 27,748.40	11/30/2017
December	\$ 27,748.40				\$ -	\$ -	\$ -		\$ 27,748.40	12/31/2017
January	\$ 27,748.40				\$ -	\$ -	\$ -		\$ 27,748.40	1/31/2018
February	\$ 27,748.40				\$ -	\$ -	\$ -		\$ 27,748.40	2/28/2018
March	\$ 27,748.40				\$ -	\$ -	\$ -		\$ 27,748.40	3/31/2018
April	\$ 27,748.40				\$ -	\$ -	\$ -		\$ 27,748.40	4/30/2018
May	\$ 27,748.40				\$ -	\$ -			\$ 27,748.40	5/31/2018
June	\$ 27,748.40				\$ -	\$ -	\$ -		\$ 27,748.40	6/30/2018
		\$ 5,923.95	\$ -	\$ 14.89	\$ -	\$ -	\$ -			\$ -

Total Revenue:	Total Expenditures:
\$ 5,938.84	\$ -
Net Change in Fund Balance:	End Balance:
\$ 5,938.84	\$ 27,748.40

Month	Starting Balance	Sales Tax Revenue	DOR Local Option Revenue	Interest	Deposits	Revenue Note Payments	Reimbursement to City Admin	End Balance	CVR Invoices
July	\$ 20,978.69	\$ 1,939.26	\$ 0.67	\$ 1.91	\$ -	\$ -	\$ -	\$ 22,920.53	7/31/2017
August	\$ 22,920.53	\$ 1,912.91	\$ 35.99	\$ 2.08	\$ -	\$ -	\$ -	\$ 24,871.51	8/31/2017
September	\$ 24,871.51	\$ 1,933.18	\$ 12.87	\$ 0.89	\$ -	\$ (20,420.53)	\$ -	\$ 6,397.92	9/30/2017
October	\$ 6,397.92	\$ 1,707.67	\$ -	\$ 0.65	\$ -	\$ -	\$ -	\$ 8,106.24	10/31/2017
November	\$ 8,106.24	\$ 2,122.33	\$ 52.40	\$ 0.80	\$ -	\$ -	\$ -	\$ 10,281.77	11/30/2017
December	\$ 10,281.77	\$ 1,821.75	\$ 2.57	\$ 0.99	\$ -	\$ -	\$ -	\$ 12,107.08	12/31/2017
January	\$ 12,107.08	\$ 1,935.99	\$ -	\$ 1.16	\$ -	\$ -	\$ -	\$ 14,044.23	1/31/2018
February	\$ 14,044.23	\$ 2,150.98	\$ -	\$ 1.21	\$ -	\$ -	\$ -	\$ 16,196.42	2/28/2018
March	\$ 16,196.42	\$ 1,319.70		\$ 1.47	\$ -	\$ -	\$ -	\$ 17,517.59	3/31/2018
April	\$ 17,517.59	\$ 1,010.66	\$ 178.70	\$ 2.26	\$ -	\$ -	\$ -	\$ 18,709.21	4/30/2018
May	\$ 18,709.21	\$ 972.31	\$ 66.85	\$ 2.49	\$ -	\$ -	\$ -	\$ 19,750.86	5/31/2018
June	\$ 19,750.86	\$ 2,009.41	\$ 46.65	\$ 2.64	\$ -	\$ -	\$ -	\$ 21,809.56	6/30/2018
		\$ 20,836.15	\$ 396.70	\$ 18.55	\$ -	\$ (20,420.53)	\$ -		\$ -

\$ 21,232.85

Total Revenue:
\$ 21,251.40

Total Expenditures:
\$ 20,420.53

Net Change in Fund Balance:
\$ 830.87

End Balance:
\$ 21,809.56

Month	Starting Balance	Sales Tax Revenue	DOR Local Option Revenue	Interest	Deposits	Revenue Note Payments	Reimbursement to City Admin \$	End Balance	CVR Invoices
July	\$ 25,224.61	\$ 1,972.31	\$ 3.40	\$ 2.28	\$ -	\$ -	\$ -	\$ 27,202.60	7/31/2016
August	\$ 27,202.60	\$ 1,956.26	\$ 43.48	\$ 2.37	\$ -	\$ 20,904.10	\$ 3,798.50	\$ 4,502.11	8/31/2016
September	\$ 4,502.11	\$ 2,148.93	\$ 1.67	\$ 0.51	\$ -	\$ -	\$ -	\$ 6,653.22	9/30/2016
October	\$ 6,653.22	\$ 1,884.21	\$ -	\$ 0.69	\$ -	\$ -	\$ -	\$ 8,538.12	10/31/2016
November	\$ 8,538.12	\$ 1,963.69	\$ 105.67	\$ 0.84	\$ -	\$ -	\$ -	\$ 10,608.32	11/30/2016
December	\$ 10,608.32	\$ 2,009.57	\$ 2.36	\$ 1.04	\$ -	\$ -	\$ -	\$ 12,621.29	12/31/2016
January	\$ 12,621.29	\$ 2,156.10	\$ -	\$ 1.23	\$ -	\$ -	\$ -	\$ 14,778.62	1/31/2017
February	\$ 14,778.62	\$ 1,029.63	\$ 23.93	\$ 1.20	\$ -	\$ -	\$ -	\$ 15,833.38	2/28/2017
March	\$ 15,833.38	\$ 3,003.38	\$ 0.82	\$ 1.55	\$ -	\$ -	\$ -	\$ 18,839.13	3/31/2017
April	\$ 18,839.13	\$ 2,097.58	\$ -	\$ 1.69	\$ -	\$ -	\$ -	\$ 20,938.40	4/30/2017
May	\$ 20,938.40	\$ 1,323.06	\$ 22.08	\$ 1.71	\$ 26.03	\$ -	\$ 3,895.86	\$ 18,415.42	5/31/2017
June	\$ 18,415.42	\$ 2,561.59	\$ -	\$ 1.68	\$ -	\$ -	\$ -	\$ 20,978.69	6/30/2017
		\$ 24,106.31	\$ 203.41	\$ 16.79	\$ 26.03	\$ 20,904.10	\$ 7,694.36	\$ -	

Total Revenue:	Total Expenditures:
\$ 24,352.54	\$ 28,598.46
Net Change in Fund Balance:	End Balance:
\$ (4,245.92)	\$ 20,978.69

Month	Starting Balance	Sales Tax Revenue	DOR Local Option Revenue	Interest	Deposits	Revenue Note Payments	Reimbursement for Legal Fees	CVR Invoices	End Balance
July	\$ 27,596.67	\$ 2,364.86	\$ -	\$ 2.51	\$ -	\$ -	\$ -	\$ (315.00)	\$ 29,964.04
August	\$ 29,964.04	\$ 1,296.58	\$ 81.22	\$ 2.64	\$ -	\$ -	\$ -	\$ (662.50)	\$ 31,344.48
September	\$ 31,344.48	\$ 2,928.98	\$ -	\$ 0.44	\$ -	\$ (26,464.04)	\$ 2,204.00	\$ (477.00)	\$ 5,605.86
October	\$ 5,605.86	\$ 1,809.46	\$ -	\$ 0.60	\$ -	\$ -	\$ -	\$ (825.00)	\$ 7,415.92
November	\$ 7,415.92	\$ 2,029.54	\$ 60.88	\$ 0.75	\$ -	\$ -	\$ -	\$ (135.00)	\$ 9,507.09
December	\$ 9,507.09	\$ 2,033.32	\$ 0.69	\$ 0.95	\$ -	\$ -	\$ -	\$ (657.50)	\$ 11,542.05
January	\$ 11,542.05	\$ 1,904.43	\$ -	\$ 1.11	\$ -	\$ -	\$ -	\$ -	\$ 13,447.59
February	\$ 13,447.59	\$ 2,554.19	\$ 24.51	\$ 1.22	\$ -	\$ -	\$ -	\$ (97.00)	\$ 16,027.51
March	\$ 16,027.51	\$ 2,353.94	\$ 3.14	\$ 1.52	\$ -	\$ -	\$ -	\$ (21.50)	\$ 18,386.11
April	\$ 18,386.11	\$ 2,493.98	\$ -	\$ 1.68	\$ -	\$ -	\$ -	\$ (248.00)	\$ 20,881.77
May	\$ 20,881.77	\$ 2,174.90	\$ 34.33	\$ 1.93	\$ 52.95	\$ -	\$ -	\$ (494.50)	\$ 23,145.88
June	\$ 23,145.88	\$ 2,076.69	\$ -	\$ 2.04	\$ -	\$ -	\$ -	\$ -	\$ 25,224.61
		\$ 26,020.87	\$ 204.77	\$ 17.39	\$ 52.95	\$ (26,464.04)	\$ 2,204.00	\$ (3,933.00)	

Total Revenue:	Total Expenditures:
\$ 26,295.98	\$ (28,668.04)
Net Change in Fund Balance:	End Balance:
\$ (2,372.06)	\$ 25,224.61

Revenues

Month	Sales/Use Tax Deposit	Interest	Refund from MOPERM
1-Jul-14	\$ 2,212.46	\$ 7.67	
1-Aug-14	\$ 2,113.05	\$ 7.24	
1-Sep-14	\$ 3,009.86	\$ 0.66	
1-Oct-14	\$ 1,838.21	\$ 0.77	
1-Nov-14	\$ 2,088.47	\$ 0.91	
1-Dec-14	\$ 1,978.42	\$ 1.12	
1-Jan-15	\$ 1,863.33	\$ 1.27	
1-Feb-15	\$ 1,487.99	\$ 1.27	
1-Mar-15	\$ 3,263.89	\$ 1.66	
1-Apr-15	\$ 2,310.32	\$ 1.80	
1-May-15	\$ 2,035.08	\$ 2.04	\$ 65.78
1-Jun-15			
	\$ 24,201.08	\$ 26.41	

Expenditures

Month	Insurance	Attorneys' Fees - Admin	Attorneys' Fees - Note COI	Principal and Interest Payment	Notes
1-Jul-14		\$ 490.00	\$ 654.50		COI attorneys' fees were paid at time of note issuance; admin amount (\$490.00) for this month was paid by City and needs to be reimbursed by CID
1-Aug-14		\$ 455.00		\$ 54,044.21	
1-Sep-14		\$ 35.00			
1-Oct-14		\$ -			
1-Nov-14		\$ -			
1-Dec-14		\$ -			
1-Jan-15		\$ 522.00			
1-Feb-15		\$ 702.00			
1-Mar-15		\$ -			
1-Apr-15		\$ -			
1-May-15		\$ -			
1-Jun-15					
	\$ -	\$ 2,204.00	\$ 654.50	\$ 54,044.21	

Revenues

Month	Sales/Use Tax	Deposit	Interest	
1-Jul-13	\$	1,870.89	\$	2.96
1-Aug-13	\$	1,958.31	\$	3.11
1-Sep-13	\$	1,743.43	\$	3.16
1-Oct-13	\$	1,968.55	\$	3.43
1-Nov-13	\$	1,509.69	\$	3.45
1-Dec-13	\$	2,551.58	\$	3.71
1-Jan-14	\$	2,080.71	\$	3.87
1-Feb-14	\$	2,204.33	\$	3.66
1-Mar-14	\$	2,642.10	\$	6.01
1-Apr-14	\$	2,502.54	\$	6.51
1-May-14	\$	2,915.25	\$	7.09
1-Jun-14	\$	2,152.19	\$	67.44
	\$	26,099.57	\$	114.40

(Interest column includes \$60.28 MOPERM Refund)

Expenditures

Month	Insurance	Attorneys' Fees - Admin	Attorneys' Fees - Note COI	Principal and Interest Payment
1-Jul-13		\$ 628.50		
1-Aug-13		\$ -		
1-Sep-13		\$ -		
1-Oct-13		\$ 120.12		
1-Nov-13		\$ -		
1-Dec-13	\$ 1,000.00	\$ -		
1-Jan-14		\$ 35.00		
1-Feb-14		\$ 595.00		
1-Mar-14		\$ 616.00		
1-Apr-14		\$ 315.00		
1-May-14		\$ 402.50		All admin amounts through May 2014 have been reimbursed to City
1-Jun-14		\$ 52.67	\$ 2,451.63	June admin amount (\$52.67) was paid by City but needs to be reimbursed by CID at 2015 Annual Meeting
	\$ 1,000.00	\$ 2,764.79	\$ 2,451.63	\$ -

City of Moberly

City Council Agenda Summary

Agenda Number: #3.
 Department: City Manager
 Date: May 2, 2022

Agenda Item: Communication from the Downtown Community Improvement District of the Fiscal Year 2022-2023 Proposed Budget.

Summary: The Downtown CID's budget must be sent to the municipality in accordance with section 67.1471.2 RSMo. This budget is for information only and will be adopted prior to June 30th, 2022.

Recommended

Action: Information only

Fund Name: N/A

Account Number: N/A

Available Budget \$: \$0

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Kyser** ___ ___

M___ S___ **Lucas** ___ ___

Passed Failed

CITY OF MOBERLY
FISCAL YEAR 2022-2023 BUDGET WORKSHEET

Created:
Revised:
Revision #

4/5/2022

#3.

		2021-2022 Budget	2021-2022 Actual @ 3/31/2022	2021-2022 Estimated Total	2022-2023 Requested	2022-2023 Revised	Comment
911 - DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT SALES TAX FUND							
REVENUES							
TAXES							
911.000.4100	Sales Tax	55,000.00	75,029.42	100,039.23	100,000.00	100,000.00	
911.000.4115	Use Tax	500.00	1,164.46	1,552.61	1,500.00	1,500.00	
TAXES TOTAL		55,500.00	76,193.88	101,591.84	101,500.00	101,500.00	
MISCELLANEOUS							
911.000.4901	Interest Income	30.00	39.95	53.27	50.00	50.00	
MISCELLANEOUS TOTAL		30.00	39.95	53.27	50.00	50.00	
TOTAL REVENUES		55,530.00	76,233.83	101,645.11	101,550.00	101,550.00	
EXPENSES							
SUPPLIES							
911.000.5212	Advertising	5,000.00	131.00	174.67	5,000.00	15,000.00	
SUPPLIES TOTAL		5,000.00	131.00	174.67	5,000.00	15,000.00	
CONTRACTUAL SERVICES							
911.000.5406	Contracted Services	30,000.00	5,501.50	7,335.33	30,000.00	45,000.00	
911.000.5420	Special Event Grants	9,500.00	0.00	0.00	9,500.00	35,000.00	
CONTRACTUAL SERVICES TOTAL		39,500.00	5,501.50	7,335.33	39,500.00	80,000.00	
LEGAL							
911.000.5700	Legal Fees	5,000.00	1,649.00	2,198.67	4,000.00	4,000.00	
LEGAL TOTAL		5,000.00	1,649.00	2,198.67	4,000.00	4,000.00	
MISCELLANEOUS							
911.000.5802	Insurance & Bonds	1,300.00	1,200.00	1,600.00	1,300.00	1,300.00	MOPERM
911.000.5806	Miscellaneous	1,000.00	3,198.00	4,264.00	1,000.00	1,000.00	1% County Collector fee
TRANSFERS TOTAL		2,300.00	4,398.00	5,864.00	2,300.00	2,300.00	
TOTAL EXPENSES		51,800.00	11,679.50	15,572.67	50,800.00	101,300.00	
NET REVENUE / EXPENSES		3,730.00	64,554.33	86,072.44	50,750.00	250.00	
912 - DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT PROPERTY TAX FUND							
REVENUES							
TAXES							
912.000.4101	Real Estate Tax	170,000.00	187,731.19	250,308.25	190,000.00	190,000.00	
912.000.4102	Delinquent Real Estate Taxes	35,000.00	17,621.47	23,495.29	20,000.00	20,000.00	
912.000.4105	Interest On Delinquent Taxes	10,000.00	3,565.02	4,753.36	3,500.00	3,500.00	
TAXES TOTAL		215,000.00	208,917.68	278,556.91	213,500.00	213,500.00	
MISCELLANEOUS							
912.000.4901	Interest Income	250.00	159.60	212.80	250.00	250.00	
MISCELLANEOUS TOTAL		250.00	159.60	212.80	250.00	250.00	
TOTAL REVENUES		215,250.00	209,077.28	278,769.71	213,750.00	213,750.00	
EXPENSES							
CONTRACTUAL SERVICES							
912.000.5406	Contracted Services	25,000.00	0.00	0.00	25,000.00	25,000.00	Public infrastructure improvements
912.000.5419	Property Improvement Incentives	99,810.00	46,727.19	62,302.92	99,810.00	99,810.00	Façades, windows, brickwork, signs
912.000.5421	Economic Development Incentives	35,000.00	0.00	0.00	35,000.00	35,000.00	EDC administration, rental subsidies, Pitch Pool program, sales tax rebates on building materials, property tax rebates
CONTRACTUAL SERVICES TOTAL		159,810.00	46,727.19	62,302.92	159,810.00	159,810.00	
CAPITAL OUTLAY							
912.000.5502	Capital Improvement Plan	40,000.00	52,088.62	69,451.49	20,000.00	20,000.00	Fennel Complex
CAPITAL OUTLAY TOTAL		40,000.00	52,088.62	69,451.49	20,000.00	20,000.00	
TRANSFERS							
912.000.5635	Transfer to Downtown NID Debt Service Fund	10,000.00	15,604.56	20,806.08	20,806.08	20,806.08	
TRANSFERS TOTAL		10,000.00	15,604.56	20,806.08	20,806.08	20,806.08	
MISCELLANEOUS							
912.000.5806	Miscellaneous	5,000.00	0.00	0.00	2,000.00	2,000.00	
MISCELLANEOUS TOTAL		5,000.00	0.00	0.00	2,000.00	2,000.00	
TOTAL EXPENSES		214,810.00	114,420.37	152,560.49	202,616.08	202,616.08	
NET REVENUE / EXPENSES		440.00	94,656.91	126,209.21	11,133.92	11,133.92	

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#4.

Department: Public Works

Date: May 2, 2022

Agenda Item: Receipt of bids for the 2022 street improvement (Micro Seal).

Summary: We advertised for bids for street improvements (micro seal). Bids were opened April 12, 2022. Staff recommends accepting the bid from Missouri Petroleum products for the micro seal.

Recommended

Action: Accept these bids.

Fund Name: Transportation Trust

Account Number: 601.000.5502

Available Budget \$: 280,532.00-

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ Jeffrey

Council Member

M___ S___ Brubaker

M___ S___ Kimmons

M___ S___ Kyser

M___ S___ Lucas

Passed Failed

[illegible]

ADVERTISEMENT FOR BIDS

The City of Moberly, Missouri is requesting bids for the **2022 Street Improvements Project** including Micro Seal for various Streets within the City of Moberly.

Specifications and bid documents are available from the Director of Public Works office at Moberly City Hall, 101 West Reed Street, Moberly, MO 65270.

Please have your sealed bids marked **“2022 Street Improvements”** and to the office of the City Clerk at 101 W Reed St., Moberly, MO 65270 by **April 12, 2022 at 10:00 a.m.**

The City reserves the right to reject any or all bids. The City further reserves the right to waive any irregularities in any or all bids and reserves the right to determine which the most responsive, responsible bidder is and to reject or approve the bond. Work can begin immediately following approval, weather permitting.

SUBMITTED BY THOMAS E. SANDERS
CITY OF MOBERLY
DIRECTOR OF PUBLIC WORKS

PUBLISH ONE TIMES IN THE: SATURDAY EDITION, APRIL 2, 2022 EDITION

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#5.

Department: Public Works

Date: May 2, 2022

Agenda Item: Receipt of bids for a 10HP 120 Gallon Air Compressor for the Street Barn Shop.

Summary: We received 4 quotes for a 10HP 120 Gallon air compressor. Staff recommends the NAPA Auto Parts bid.

Recommended

Action: Accept these Bids.

Fund Name: Street Improvement CIP

Account Number: 601.000.5502

Available Budget \$: 322,075.26

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ Jeffrey

Council Member

M___ S___ Brubaker

M___ S___ Kimmons

M___ S___ Kyser

M___ S___ Lucas

Passed

Failed

Bid Tab for 10 HP 120 Gallon Air Compressor

Company		Total
NAPA Auto Parts	10 HP Recip Compressor	\$4,099.99
Snap On	10 hp 120 gal air compressor	\$4,604.00
Northern Tools & Equipment	Quincy QP-10 Pressure Reciprocating Air Compressor	\$5,799.99
Eagle Equipment	Industrial Gold 7.5 HP Horizontal Air Compressor	\$6,256.00

\$

* * Q U O T E * *

Napa Auto Parts of Moberly
1701 N. Morley
Moberly, MO 65270

ACCT #

SOLD TO

DATE

TIME

2830

City of Moberly
101 W. Reed
MOBERLY, MO 65270

04/04/2022

08:19

SR #

STORE #

SALES ORDER #

EMP #

94

800004175

130303

25 Stacy

PART NUMBER

LN

DESCRIPTION

QUANTITY

LIST

PRICE

TOTAL

45465721

IR

10HP RECIP COMPRESSOR

1.00

8,516.24

4099.99

4,099.99

TOTAL ----->

4,099.99

*** Plus Applicable Taxes. ***
*** Prices Subject to Change Without Notice. ***

* * THIS IS NOT AN INVOICE * *



#5.

Snap-on Tools Quote

Quote Date - 4/1/2022 8:50:29

Sold By: Chad Guffey
 Address: 3333 Hwy 24 West
 HUNTSVILLE, MO 65259-

Sold To: CITY OF MOBERLY
 Address: MO 65270-

Account Type: RA
 Invoice #: 04012280542Q

Phone: 660-269-9450

Phone: 660-651-0786

Tax Exempt #:

PO #:

Part #	Qty	Description	Line Type	Price	Discount	Total	Tax
CI102EH20V	1	10 hp 120 gal air comp.	Sale	4,604.00	0.00	4,604.00	0.00

Notes: Part number is tax Exempt.

- Wear safety goggles
- Use the right tool
- Use the tool properly
- Maintain the tool regularly

SubTotal 4,604.00
 5.975 % Tax 0.00
 Freight 0.00
Grand Total 4,604.00

AccountType	Previous Balance	Purchases	Total	Payment	New Balance
RA	0.00	4,604.00	4,604.00	0.00	4,604.00

Your Next RA Payment Will Include: 0.00
 Your Agreed Upon Weekly Payment Is: 920.80
 Your Next RA Payment Will Be: 920.80

For value received, the Purchaser, as continuing security for the repayment of all obligations now or hereafter owing to the Franchisee, including, without limitation, the prompt payment, as and when due, of the purchase price of the PMSI Collateral (as hereinafter defined), and the performance of all of the obligations, covenants and warranties of the Purchaser to the Franchisee hereunder, hereby grants to the Franchisee a continuing specific and fixed purchase money security interest in all products supplied, sold or provided to the Purchaser by the Franchisee, including the tools listed above, and including all accretions, substitutions, replacements, additions and accessions thereto and all Proceeds thereof (the "PMSI Collateral"). I agree that the Franchisee named above or its assigns shall retain a Purchase Money Security Interest in the PMSI Collateral until I have made all the promised payments, at which time Franchisee's security interest shall be released. If I fail to make any of the payments specified, I agree to return the PMSI Collateral to the Franchisee or its assigns on demand. Until all payments are made, I agree to retain the PMSI Collateral in my possession in good condition and to notify the Franchisee of any changes in employment or home address. In the event that I fail to make the promised payments and the Franchisee must resort to civil litigation to obtain return of or payment for the PMSI Collateral, I shall be held responsible for the costs of such litigation including reasonable attorneys' fees.

X

X

Quincy QP-10 Pressure Lubricated Reciprocating Air Compressor — 10 HP, 230/460 Volt, 3 Phase, 120 Gallon Horizontal, Model# 3103DS12HCA

Item# 3580


Only \$5799.99

Free Shipping (Lower 48 states)

Choose Options for complete product description, reviews and purchasing.

 VOLT

- QP heavy-duty cast iron fully pressure lubricated system provides positive lubrication to all critical surfaces: crankshaft, bearings and connecting rods up to wrist pins
- High-quality Gerotor oil pump and oil filter ensures consistent lubrication, lower operating temperatures and better filtration for longer life and reliability
- Provides up to 15% longer pump life than traditional splash lubricated compressors
- Delivers 60,000+ hours of pump life
- Continuous 100% duty cycle operation

Product Summary

Quincy QP heavy-duty pressure lubricated reciprocating air compressors are designed for tougher applications where traditional splash lubricated compressors just are not enough. They are built for efficiency and lower operating costs, producing more compressed air at a lower horsepower. They run at a slower RPM, run cooler and cost less to operate. QP pump delivers up to 15% longer life than splash lubricated pumps. Heavy-duty compressors are engineered for industrial applications and boast an industry-leading 60,000-hour pump life rating. One-year limited warranty without warranty kit purchase. Purchase a warranty kit (Item# 43107) at the same time and on the same receipt as this compressor and register within 10 days, and it will double the package warranty to 2 years and triple the pump warranty to 3 years (on-site parts and labor included). Extend the warranty to a 4th and 5th year on the pump and package warranty to 3 years with purchase of extended plus warranty kit (Item# 44809). U.S.A.

What's Included

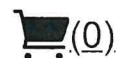
- (1) Compressor

Features + Benefits



- QP heavy-duty cast iron fully pressure lubricated system provides positive lubrication to all critical surfaces: crankshaft, bearings and connecting rods up to wrist pins
- High-quality Gerotor oil pump and oil filter ensures consistent lubrication, lower operating temperatures and better filtration for longer life and reliability
- Provides up to 15% longer pump life than traditional splash lubricated compressors
- Delivers 60,000+ hours of pump life
- Continuous 100% duty cycle operation
- 175 max. PSI
- Equipped with a powerful 10 HP electric motor with magnetic starter
- Pressure-lubricated QP 2-stage cast iron pump
- Belt drive
- ASME certified 120-gallon tank with manual tank drain

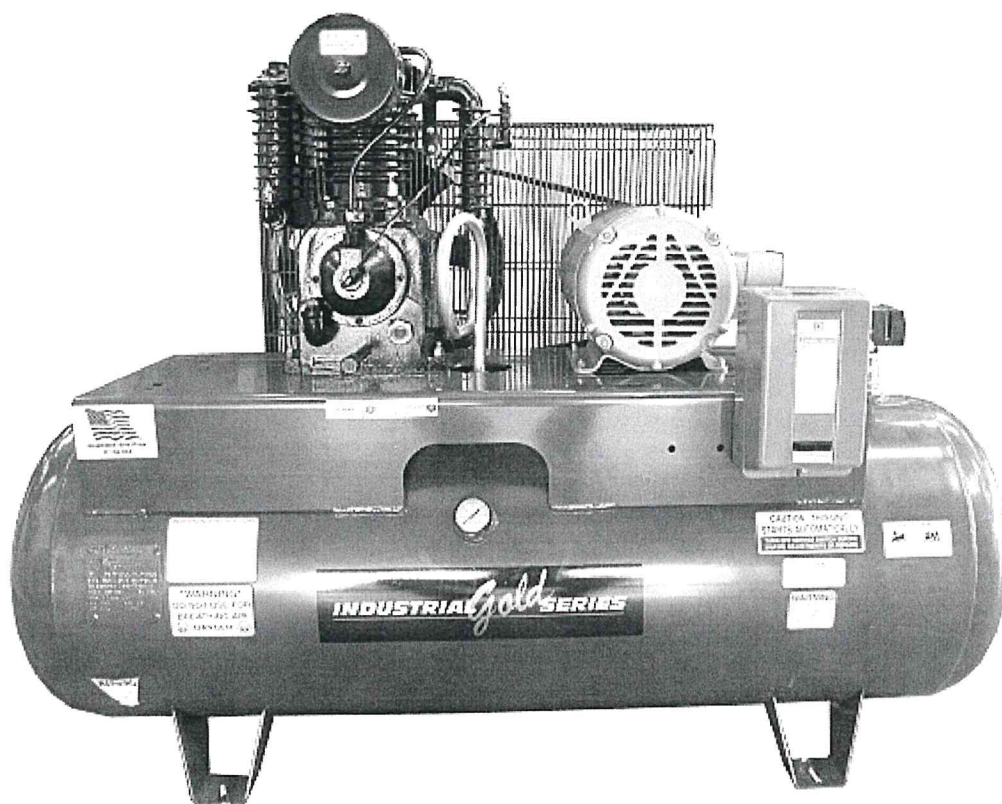




(https://www.eagleequip.com/)

(https://www.eagleequip.com/mm5/merchant.mvc?

Screen=BASK&Store_Code=EE)



Industrial Gold 7.5 HP Horizontal Air Compressor

Code: E7519

[Click Here for Specifications & Optional Features](#)

\$6,256

ADD TO CART

PRODUCT DESCRIPTION

- Industrial Gold Model CI7523E120H
- 3-phase 7.5 HP horizontal
- Volt phase: 208-230-460-3
- 120 gallon tank
- CFM disp. 38.2
- CFM 100 psi 34.1
- CFM 175 psi 37.2
- Pulley size 7.0
- Four (4) cylinder
- Compression rpm 595
- Dimensions: 60" x 26" x 70"
- Continual run or start/stop
- Magnetic starter
- Shipping weight: 880 lbs.

[Shipping Quote](#)

[Warranty Info](#)

[Delivery Info](#)

Shipping Quote

Add this item to your virtual cart to find out how much shipping will cost instantly. Select "estimate shipping" in your online cart and enter your shipping zip code to see the cost. If you would prefer to receive a shipping quote via email, fill out the form below or give us a call at 800-336-2776. See details on our blog for more info about our on-line cart! [Blog Shipping Quote Information \(https://www.eagleequip.com/blog/2015/10/06/get-a-shipping-quote-on-your-eagle-product-instantly/\)](https://www.eagleequip.com/blog/2015/10/06/get-a-shipping-quote-on-your-eagle-product-instantly/)

Fields in red are required.

* When are you looking to make a purchase?

Select One

* Quantity

Additional items added to your quote

* Ship to Zip

Company Name

* Your Email Address

Your Comments

* First Name

* Last Name

* Phone

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#6.

Department: Public Works

Date: May 2, 2022

Agenda Item: A Resolution Accepting The Bid And Authorizing Contracting For The 2022 Micro Seal Street Improvement Project.

Summary: We advertised for bids for street improvements (micro seal). Bids were opened April 12, 2022. Staff recommends accepting the bid from Missouri Petroleum products for the micro seal.

Recommended

Action: Approve this resolution.

Fund Name: Transportation Trust

Account Number: 601.000.5502

Available Budget \$: 280,532.00-

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey**

Council Member

M___ S___ **Brubaker**

M___ S___ **Kimmons**

M___ S___ **Kyser**

M___ S___ **Lucas**

Passed Failed

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION ACCEPTING THE BID AND AUTHORIZING CONTRACTING FOR THE 2022 MICRO SEAL STREET IMPROVEMENT PROJECT.

WHEREAS, bids were requested by publication in the Moberly Monitor-Index for the 2022 Street Improvement Project for micro seal; and

WHEREAS, bids were opened as advertised and two responses were received with the bid of Missouri Petroleum in the amount of \$3.60 a square yard was the lowest responsible bid; and

WHEREAS, City staff recommends that the Missouri Petroleum bid be accepted and the City Manager be authorized to contract for micro seal as part of the 2022 Street Improvement Project.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts the bid as recommended by City Staff and authorizes the city manager to contract with Missouri Petroleum for micro seal as part of the 2022 Street Improvement Project.

RESOLVED this 2nd day of May, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk

[illegible]

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#7.

Department: Public Works

Date: May 2, 2022

Agenda Item: A Resolution Accepting The Bid Proposal Of Napa Auto Parts And Authorizing The Purchase Of A 10 Hp Compressor.

Summary: We received 4 quotes for a 10HP 120 Gallon air compressor. Staff recommends the NAPA Auto Parts bid.

Recommended

Action: Approve this resolution.

Fund Name: Street Improvement CIP

Account Number: 601.000.5502

Available Budget \$: 322,075.26

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey**

Council Member

M___ S___ **Brubaker**

M___ S___ **Kimmons**

M___ S___ **Kyser**

M___ S___ **Lucas**

Passed Failed

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION ACCEPTING THE BID PROPOSAL OF NAPA AUTO PARTS AND AUTHORIZING THE PURCHASE OF A 10 HP COMPRESSOR.

WHEREAS, City Staff requested bids for a 10 HP 120 gallon air compressor for use at the Street Barn shop; and

WHEREAS, four bids were received with the lowest responsible bid coming from NAPA Auto Parts in the amount of \$4,099.99; and

WHEREAS, City Staff recommends acceptance of the NAPA Auto Parts bid and authorizing the purchase of a 10 HP Recip Compressor.

THEREFORE, the Moberly, Missouri, City Council accepts the bid of NAPA Auto Parts and authorizes the City Manager or his designee to purchase the specified equipment for the price of \$4,099.99 and further authorizes the City Manager to take such other necessary action to carry out the intent of this Resolution.

RESOLVED this 2nd day of May, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk

Bid Tab for 10 HP 120 Gallon Air Compressor

Company		Total
NAPA Auto Parts	10 HP Recip Compressor	\$4,099.99
Snap On	10 hp 120 gal air compressor	\$4,604.00
Northern Tools & Equipment	Quincy QP-10 Pressure Reciprocating Air Compressor	\$5,799.99
Eagle Equipment	Industrial Gold 7.5 HP Horizontal Air Compressor	\$6,256.00

City of Moberly

City Council Agenda Summary

Agenda Number: #8.
 Department: Police
 Date: May 2, 2022

Agenda Item: A Resolution Permitting The Moberly Rotary Club, Altrusa Club, Fraternal Order Of Eagles And The Knights Of Columbus To Locate And Operate A Carnival In Downtown Moberly From June 15 To June 18, 2022 And The Closure Of Downtown Streets And The Operation Of A Beer Garden During The Sixteenth Annual Railroad Days

Summary: The Moberly Rotary Club, Altrusa Club, fraternal Order of Eagles and Knights of Columbus request approved to hold the 16th annual Railroad Days in downtown Moberly June 15th through June 18th. To accommodate carnival rides, staging and vendors booth spaces, they request the closure of Sturgeon Street from Coates to Rollins, the east half of the 100 block of W Reed, leaving the alley open. The parking lot adjacent to City Hall and the parking lot east of the 200 block of Sturgeon Street (across from City Hall) and the parking lot for Moberly Parks and Recreation in the 200 block of N Clark Street. Parking lot and road closures are requested to begin on Sunday June 12th and end on Monday June 20th. Permission to hang banners on the Rollins and Morley Street railroad overpasses and for the Moberly Eagles to operate a beer garden in Depot Park is also requested.

Recommended Action Approve this Resolution

Fund Name: N/A

Account Number: N/A

Available Budget \$:

ATTACHMENTS:

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

Roll Call

Aye Nay

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Kyser** ___ ___

M___ S___ **Lucas** ___ ___

Passed Failed

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION PERMITTING THE MOBERLY ROTARY CLUB, ALTRUSA CLUB, FRATERNAL ORDER OF EAGLES, AND THE KNIGHTS OF COLUMBUS TO LOCATE AND OPERATE A CARNIVAL IN DOWNTOWN MOBERLY FROM JUNE 15 TO JUNE 18, 2022, AND THE CLOSURE OF DOWNTOWN STREETS AND THE OPERATION OF A BEER GARDEN DURING THE SIXTEENTH ANNUAL RAILROAD DAYS.

WHEREAS, the Moberly Rotary Club, Altrusa Club, Fraternal Order of Eagles, and the Knights of Columbus seek to operate a carnival in downtown Moberly as part of the 16th Annual Railroad Days and close Sturgeon Street from Coates to Rollins, the east half of the 100 block of West Reed, the parking lot north of City Hall, the parking lot east of the 200 block of Sturgeon Street, and the Moberly Municipal Building parking lot beginning June 12, 2022, at 8:00 a.m., and ending at 8:00 p.m. on June 20, 2022; and

WHEREAS, the request to operate a carnival has been reviewed by City Police and Fire Officials who have found no public safety issues and pursuant to Section 12-354 of the Moberly City Code the City Council may permit the operation of such a carnival; and

WHEREAS, the Moberly Eagles has requested permission to operate a beer garden during Railroad Days in an enclosed area in Depot Park and all the sponsoring organizations have requested permission to advertise the event by hanging banners on the Rollins Street/Morley Street overpass beginning in May.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby authorizes the operation of a carnival, the closing of streets, the operation of a beer garden and the advertisement of Railroad Days as set out above and such other and further activities as may be necessary to carry out the intent of this Resolution.

RESOLVED this 2nd day of May, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk

Mr. Brian Crane
 Moberly City Council
 101 W. Reed Street
 Moberly, MO 65270

April 2, 2022

Dear Brian and City Council Members,

The Moberly Rotary Club along with the Altrusa Club of Moberly, Fraternal Order of Eagles and Knights of Columbus respectfully ask approval to schedule the 16th Annual Moberly Railroad Days Festival for June 15th through June 18th, 2022 in Downtown Moberly.

We would like to request permission to hang Railroad Days Banners on the Railroad overpass on Rollins Street as well as the overpass on Morley Streets beginning in early May.

We are also requesting that the following areas be blocked off to accommodate carnival rides, staging and vendor booth spaces beginning Sunday, June 12th and ending Monday June 20th.

- Sturgeon Street from Coates to Rollins and the East half of the 100 block of West Reed Street keeping all alley ways open for emergency vehicle access.
- Parking areas across the street from and adjacent to City Hall and the Moberly Parks and Recreation Office.

We are also asking permission for the Moberly Eagles club to operate a beer garden in an enclosed area near the main stage of the event, where we will also be hosting several other events as well as other entertainment. This club carries a liquor license at their facility and has agreed to obtain the necessary documentation and permits needed to provide this service.

As this Festival provides a fun and rewarding venue for Moberly families and citizens, and as it attracts people to our city, we are respectfully asking that the City of Moberly contribute \$1,000.00 to help pay for entertainment and logistics.

Many groups will be working hard on this years event, including Moberly Rotary Club, Knights of Columbus, the Randolph County Historical Society and other clubs and organizations to help make this event successful and fun while promoting the historic significance of the Railroad in the History of Randolph County.

Kindest Regards,
 Moberly Railroad Days Steering Committee

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#9.

Department: Police

Date: May 2, 2022

Agenda Item: A Resolution Authorizing Safe Passage Taste Of Missouri Wine Stroll For August 13, 2022 On Public Sidewalks, Alleys And Public Grounds And Within 100 Feet Of A School Or Church.

Summary: Request from Safe Passage for approval to hold the 2022 Taste of Missouri Wine Stroll to support Safe Passage on August 13th, 2022, from 3:00pm to 8:00pm. Safe Passage also requests the lifting of city ordinance 6-5 to allow public consumption of alcoholic beverages in event glasses only in the designated area in downtown Moberly. The requested area are the sidewalks on Reed Street from Johnson Street to Clark Street. 4th Street from the north side of rolling to the north sidewalk of Reed Street. Williams Street from the north sidewalk of Rollings to the north sidewalk of Reed St. Rollins Street north sidewalk from 4th Street to the west sidewalk of Clark Street and Clark Street West sidewalk only from Rollings north sidewalk to Reed Street north sidewalk.

Safe Passage also request ordinance 6-5 lifted for the Municipal Auditorium parking lot and the alley west of the Auditorium and the lifting of city ordinance 6-4, public possession, in a designated wine garden on the Municipal Auditorium Parking lot. No street closures are requested, but cones to close off the Municipal Auditorium Parking lot entrances are requested.

Event staff and volunteers will ID check participants to ensure legal consumption age, issue an event armband to help with compliance and provide and event cup/glass for the consumption in the designated areas. Event approval and licensing will be completed as required and they will carry liability insurance. No issues have arisen during past wine strolls and have proven a benefit, not only to Safe Passage but also to the downtown area. 750-1150 persons are expected to attend, 10-12 wineries will be at various downtown businesses, craft/food vendors will set up on auditorium parking lot, tent, and seating area available on auditorium parking lot, a silent auction and catered meal inside the auditorium. Paid Staff and volunteers will monitor 4th Street theater, auditorium parking lot and the auditorium.

Contact person is Safe Passage Co-Director Kelly Pedigo, 660-269-8999.

Recommended Action Approve this resolution

Fund Name: N/A

Account Number: N/A

Available Budget \$:

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

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING SAFE PASSAGE TASTE OF MISSOURI WINE STROLL FOR AUGUST 13, 2022, ON PUBLIC SIDEWALKS, ALLEYS AND PUBLIC GROUNDS AND WITHIN 100 FEET OF A SCHOOL OR CHURCH.

WHEREAS, Safe Passage has sought permission to hold its annual Taste of Missouri Wine Stroll to benefit Safe Passage on August 13, 2022, and to permit public consumption of alcoholic beverages on the following public spaces:

- Sidewalks along Reed Street from Johnson Street to Clark Street;
- Sidewalks along 4th Street from Rollins Street to Reed Street;
- Sidewalks along Williams Street from Rollins Street to Reed Street;
- Sidewalks along Clark Street from Rollins Street to Reed Street (west side only);
- Sidewalks along Rollins Street from 4th Street to Clark Street (north side only);
- Municipal Auditorium parking lot;
- Alley west of Municipal Auditorium; and

WHEREAS, Section 6-5 of the City Code prohibits public consumption of alcoholic beverages on public spaces unless specifically authorized by the City for special events; and

WHEREAS, Section 6-41 of the City Code prohibits issuing licenses to sell alcohol at locations within 100 feet of a school or church unless authorized by the City Council; and

WHEREAS, City Staff has reviewed the application of Safe Passage to hold its special event and to authorize public consumption of alcoholic beverages on public spaces and to allow the issuance of temporary liquor licenses for the event within the Municipal Auditorium parking lot and recommends approval.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby authorizes Safe Passage’s special event and further authorizes the consumption of alcoholic beverages on the public spaces designated herein and for the issuance of temporary liquor licenses located within the Municipal Auditorium parking lot.

RESOLVED this 2nd day of May, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk



660-269-8999 PO Box 456 Moberly, MO 65270 spassage@sbcglobal.net www.safepassagemoberly.org

To: City of Moberly

RE: Safe Passage Taste of Missouri Event Saturday August 13th 2022

Safe Passage Domestic Violence Shelter would like to request the following:

- 1) Permission to hold the Taste of Missouri Stroll event the specified areas in Downtown Moberly on Saturday August 13th, 2022.
- 2) Enforcement of the open alcohol container and public consumption ordinances to be lifted for the following areas during the Taste of Missouri Stroll for event participants using designated glassware. (see attached map)

Reed Street- from intersection of Johnson Street East to Intersection of Clark Street Sidewalks.

4th Street- From Intersection of Rollins Street North through Intersection of Reed Sidewalks

Williams Street- From Intersection of Rollins Street North through Intersection of Reed Street Sidewalks.

Rollins Street- from Intersection of 4th Street to East Intersection of Clark Street. Northern Sidewalks only.

Clark Street- From Intersection of Rollins Street North to Intersection of Reed Street- Western Sidewalk only

City Parking lot and Alley West of the Municipal Auditorium

Other:

The Event Planning Committee and volunteers will card participants and provide a designated armband to those that are approved to drink. The event approval and licensing will be completed as required and we will continue to carry liability insurance for the event. The Planning Committee will provide designated glassware to be used within the specified areas.

If the city of Moberly would prefer adjustments to this request, the event Planning Committee is open to that feedback.

If any specific department has additional questions or would like to meet directly with members of the Planning Committee, please contact Kelly Pedigo- Co-Director at Safe Passage.

660-269-8999 spassage@sbcglobal.net

Thank you for your time and consideration.

Kelly Pedigo

Additional Event Details

Date: Saturday August 13, 2022

Time: Stroll- 3-8pm Activities may continue at the Auditorium until 9pm.

Anticipated # of guests: 750-1100

Activities:

Wine stroll: 10-12 wineries set up at the Moberly Municipal Auditorium and various locations downtown. All wineries will be set up inside of specific addresses.

Event guests will have the option of purchasing wine by the glass or bottle, depending on the winery's current license.

Craft/Food vendors: Will be set up in the Moberly Municipal Auditorium Parking Lot.

Tent and Seating area will be in the Moberly Municipal Auditorium Parking Lot.

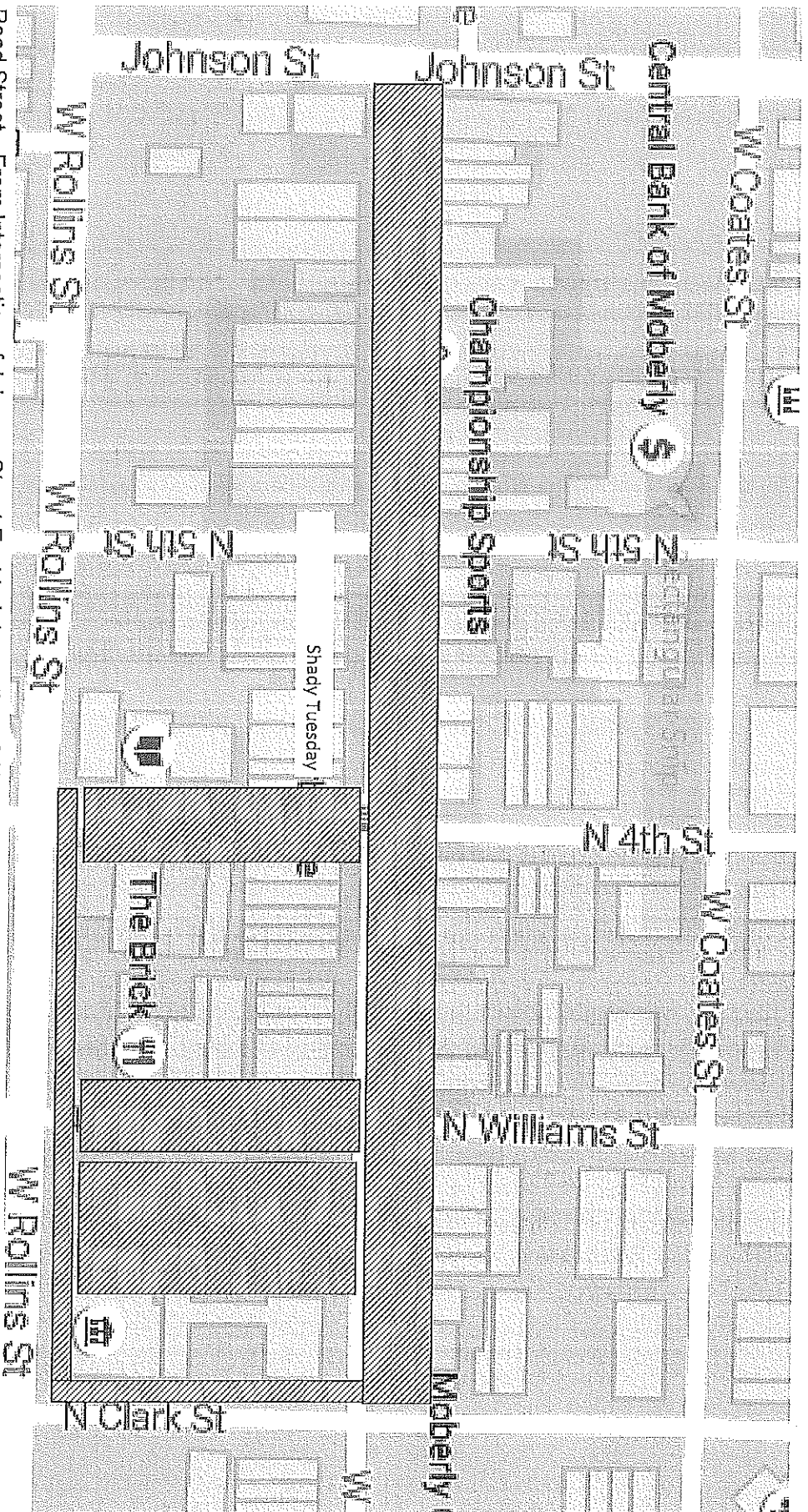
Silent Auction: Will be set up inside the Moberly Municipal Auditorium

Catered Meal: will be available inside the Moberly Municipal Auditorium

Photo Booth: (possible- depending on budget) Located in the Moberly Municipal Auditorium

We will have paid staff and volunteers monitoring the 4th Street Theatre, Moberly Municipal Parking Lot and the inside of the Moberly Municipal Auditorium.

Requested Area to Lift Enforcement of Open Alcohol Container Ordinance During Event



Reed Street—From Intersection of Johnson Street East to Intersection of Clark Street—Sidewalks

4th Street—From Intersection of Rollins Street North through Intersection of Reed Street—Sidewalks

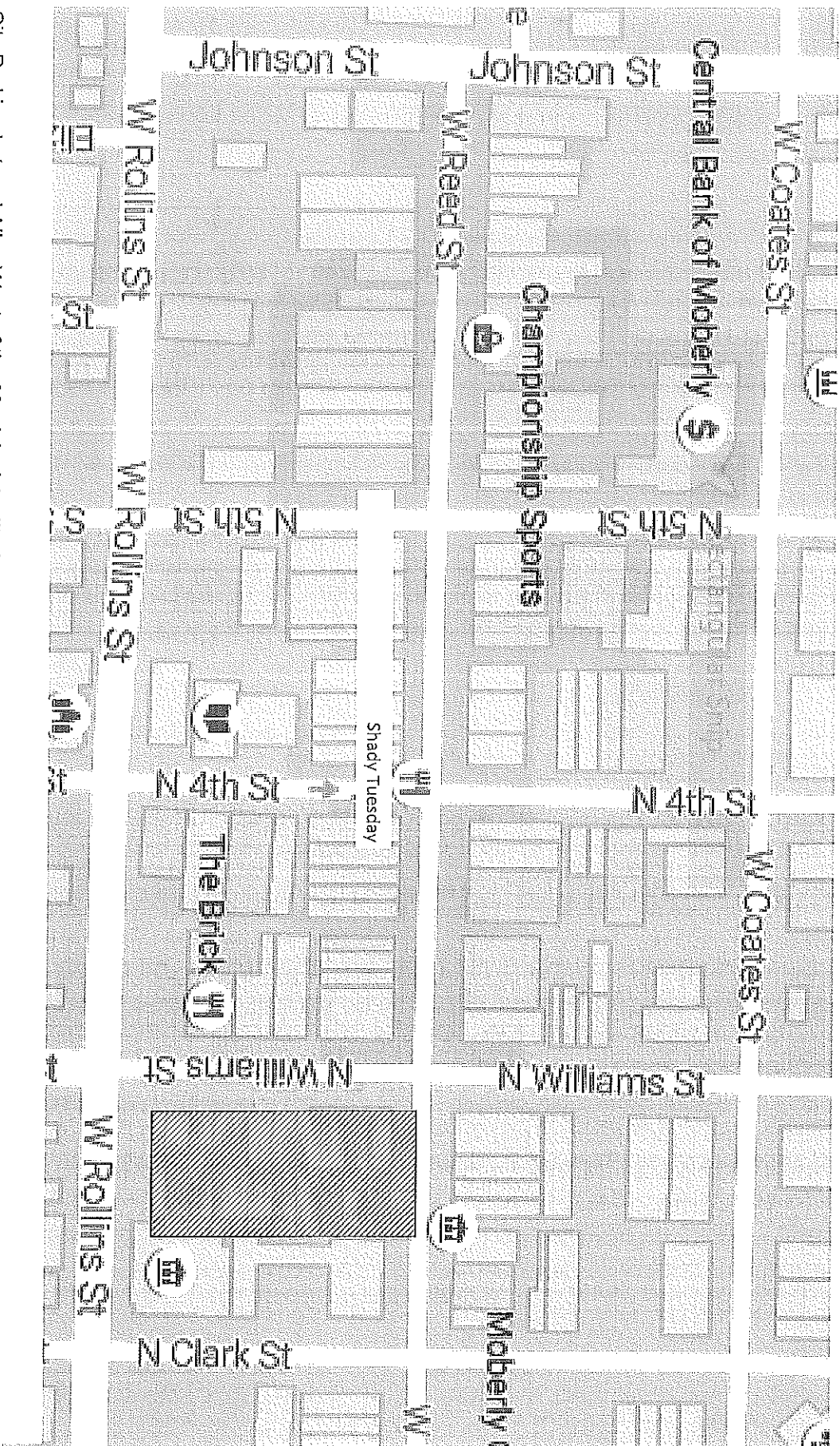
Williams Street—From Intersection of Rollins Street North through Intersection of Reed Street—Sidewalks

Rollins Street—From Intersection of 4th Street to East Intersection of Clark Street—Northern Sidewalk Only

Clark Street—From Intersection of Rollins Street North to intersection of Reed Street—Western Sidewalk Only

City Parking Lot and Alley West of the Municipal Auditorium

Requested Area to Lift Enforcement of Open Alcohol Consumption Ordinance During Event



City Parking Lot and Alley West of the Municipal Auditorium

We would like to close the Parking Lot for public parking during the event and utilize it for vendor tents, a seating area, and entertainment area.

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: Police
Date: May 2, 2022

Agenda Item: A Resolution Authorizing Closing Of Streets And Parking Lots And Public Consumption Of Alcohol For Junk Junktion And The Gus Macker Basketball Tournament.

Summary: Moberly Area Chamber of Commerce is requesting permission to hold the 2022 Junk Junktion and Gus Macker Street basketball tournament on September 18 and 19, 2022, in the Depot District in downtown Moberly. They also request street closures, prohibited parking on some streets and parking lots beginning on Thursday Sept. 15 at 6:00pm, use of municipal parking lots and a beer garden on N 5th Street for Sept. 17th and 18th, 2022. See attached request letter from Moberly Chamber of Commerce, Megan Schmitt, and the attached map.

Recommended Action Approve the request

Fund Name: CIP

Account Number:

Available Budget \$:

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Kyser** _____

M___ S___ **Lucas** _____

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING CLOSING OF STREETS AND PARKING LOTS AND PUBLIC CONSUMPTION OF ALCOHOL FOR JUNK JUNKTION AND THE GUS MACKER BASKETBALL TOURNAMENT.

WHEREAS, the Moberly Chamber of Commerce (the “Chamber”) has sought permission to close streets and parking lots and to prohibit parking for Junk Junktion, the Gus Macker Basketball Tournament, the Patriot Car Show and a beer garden beginning on Saturday, September 17 until Sunday, September 18, 2022; and

WHEREAS, the Chamber has sought permission to close the 100, 200, 300, 400 and 500 blocks of West Reed Street, 4th Street from Rollins to Coates Street, 5th Street from Rollins to Coates Street, the Municipal Building parking lot, Depot Park parking lot, N Clark Street from Coates to Rollins Street and the 200 and 300 blocks of W Coates Street (for emergency access only) from 5:00 a.m. September 17, 2022, to 7:00 p.m. on September 18, 2022; and

WHEREAS, the Chamber has sought permission to close N Williams from Rollins to Coates Street, the parking lot directly west of the Moberly Municipal Auditorium and the 200 and 300 blocks of W Coates Street from Thursday, September 15, 2022, at 6:00 p.m. through Sunday, September 18, 2022, at 7:00 p.m.; and

WHEREAS, the Chamber has sought permission to permit public consumption of alcohol at all of the street and parking lot locations described above from 9:00 a.m. September 17, 2022, through 5:00 p.m. September 18, 2022, for event participants using designated glassware and identifying wristbands; and

WHEREAS, Section 6-5 of the City Code prohibits public consumption of alcoholic beverages on public spaces unless specifically authorized by the City for special events; and

WHEREAS, the Knights of Columbus, Moberly Jaycees, and the Moberly Eagles desire to operate a beer garden at the intersection of Reed and 5th Street and to erect a tent (subject to inspection and approval) for such purposes; and

WHEREAS, the participating organizations seek permission to hang Junk Junktion Banner(s) on the pedestrian bridge over Rollins Street; and

WHEREAS, City staff has reviewed the application of the Chamber to hold the special events described herein and to authorize public consumption of alcoholic beverages on public spaces and recommends approval.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby authorizes the closure of streets and parking lots and prohibits parking in the same designated areas for the Junk Junktion and Gus Macker Basketball Tournament special events, and further authorizes the consumption of alcoholic beverages on the public spaces designated herein, such other requests contained herein, and all other activities related to the events permitted herein.

RESOLVED this 2nd day of May, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk

**Moberly Area Chamber of Commerce**

211 West Reed Street | Moberly, MO 65270

phone 660.263.6070 | fax 660.263.9443

www.MoberlyChamber.com

Date here, 2022

To: City of Moberly

RE: Junk Junktion & Gus Macker – Saturday, September 17, 2022 & Sunday, September 18, 2022

Moberly Area Chamber of Commerce would like to request the following:

1. Permission to hold:
 - The Gus Macker Basketball Tournament on North Williams from Rollins to Coates Street and the parking lot directly West of the Moberly Municipal Auditorium, the Moberly Municipal parking lot on Saturday, September 17th and Sunday, September 18th.
 - Junk Junktion Vintage Vendor Market on the 100, 200, 300, 400 & 500 blocks of W Reed Street on Saturday, September 17 & Sunday, September 18th.
 - YMCA / Moberly Parks & Recreation "Family Fun Zone" in the Moberly Parks and Recreation parking lot on the corner of N Clark & W Reed Saturday, September 17th and Sunday, September 18th.
 - JROTC Patriot Car Show on 4th Street Saturday, September 17th.
 - Food & beer garden on N 5th Street Saturday, September 17th and Sunday, September 18th.
2. Permission to close the following streets from 5:00am on Saturday, September 17th to 7:00 pm on Sunday, September 18th:
 - The 100, 200, 300, 400 & 500 blocks of W Reed Street
 - 4th Street from Rollins to Coates Street
 - 5th Street from Rollins to Coates Street
 - Moberly Parks and Recreation Parking Lot on the corner of N Clark & W Reed St
 - The Depot Park parking lot
3. Permission to close the following streets on Thursday, September 15th at 6:00pm through Sunday, September 18th at 7:00pm
 - N Williams from Rollins to Coates Street
 - The parking lot directly West of the Moberly Municipal Auditorium
4. Permission to close N Clark Street from Coates to Rollins St as well as the 200 & 300 blocks of W Coates Street for emergency access only from 5:00am on Saturday, September 17th to 7:00 pm on Sunday, September 18th
5. Permission to prohibit parking on the following streets from 5:00am on Saturday, September 17th to 7:00 pm on Sunday, September 18th:
 - In the 100, 200, 300, 400 & 500 blocks of Reed Street
 - 4th Street from Rollins to Coates Street
 - 5th Street from Rollins to Coates Street
 - Depot Park Parking Lot
 - Moberly Parks and Recreation parking lot on the corner of N Clark & W Reed
 - Food & beer garden on N 5th Street
6. Permission to prohibit parking on the following streets from Thursday, September 15th at 6:00pm through Sunday, September 18th at 7:00pm
 - N Williams from Rollins to Coates Street
 - The parking lot directly West of the Moberly Municipal Auditorium

- And the 200 & 300 blocks of W Coates Street
7. Public consumption ordinance to be lifted in the street and on the sidewalks starting at 9:00am on Saturday, September 17 through 5:00pm on Sunday, September 18 during Junk Junktion & Gus Macker for event participants using designated glassware and identifying wristbands:
 - On the 100, 200, 300, 400 & 500 blocks of Reed Street
 - 4th Street from Rollins to Coates Street
 - 5th Street from Rollins to Coates Street
 - North Williams from Rollins to Coates
 - The parking lot directly West of the Moberly Municipal Auditorium
 - In the 200 & 300 blocks of W Coates St
 - Parking Lot across from the Moberly Parks and Recreation
 - Depot Park
 - N Clark Street from Rollins to Coates Street
 8. Permission to place a tent at the intersection of Reed and 5th Street (on 5th Street) for the Knights of Columbus, Moberly Jaycees, and Moberly Eagles to serve food and alcohol in a covered area.
 9. Permission to hang a Junk Junktion Banner on the Pedestrian Bridge over Rollins Street.
 10. Permission to use 220 and 219 Reed for Gus Macker Hospitality on September 16, 17 & 18, 2022.

This event was established in 2018 to enhance MHS Homecoming weekend. In addition to giving out of town Homecoming attendees an activity to do it is now the largest tourism event in Moberly. This year we have decided to remove the event from Homecoming weekend due to the ability to allow more local teams to participate in Gus Macker and gain more volunteers because of less conflicts. Not only does this event support businesses in the Depot District, but it supports businesses throughout town. In 2021, 130 zip codes were received from 59 different counties in 12 different states with an estimate of around 6,000 people in attendance.

Vendors will again set up in the street to sell their items in the 100, 200, 300, 400 and 500 blocks of Reed Street and the car show will be held on 4th Street from Rollins to Coates Street. In the past 4th Street, 5th Street and N Clark Street have been a major hazard for walkable traffic and cars still be able to go through those streets. We need to close them to prevent pedestrians getting hit.

N Clark Street & the 200 & 300 block of Coates Street will be closed to thru traffic and used for emergency access only. Vendor parking only will be allowed on N Clark Street so emergency vehicles can go through this street.

Volunteers will be stationed at the intersection of Coates and Clark as well as Clark and Rollins to direct vehicles around the closed streets. Barricades that the volunteers can easily move for emergency vehicles will also be placed at these intersections.

We will continue to space vendors further apart, have hand sanitizer stations and provide masks if the COVID-19 pandemic is still prevalent. Retail, restaurants, hotels/airbnbs and attractions throughout town will each be notified of the event. Residents and businesses in the road closure zones will be notified of the closure directly thru mailed letters and posted signs.

In 2019, 2020 and 2021 we imitated the Taste of Missouri Wine Stroll by requesting enforcement of the ordinances regarding the open container and consumption of alcohol be lifted temporarily in Downtown Moberly. This worked exceptionally well last year having zero (0) reported incidents according to the Moberly Police Department. Attendees will again be able to purchase alcoholic beverages from licensed alcohol vendors and participating restaurants in the

**Moberly Area Chamber of Commerce**

211 West Reed Street | Moberly, MO 65270

phone 660.263.6070 | fax 660.263.9443

www.MoberlyChamber.com

200, 300, 400 and 500 blocks of both Reed and Coates and "sip and shop" during the event in the street and on the sidewalks.

The alcohol vendors will card participants and provide a designated armband to those approved to drink alcohol during the event. We will carry liability insurance for this event. The alcohol vendors will provide designated cups to be used within the specified areas.

If the City of Moberly (or a specific department) would prefer adjustments to this request the event planning committee is open to that feedback. If any specific department has additional questions or would like to meet directly with the planning committee, please contact Megan Schmitt by email director@moberly.com or phone 660.263.6070. Please keep us informed about the process to complete this request.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in dark ink, appearing to read "Megan Schmitt".

Megan Schmitt

Executive Director – Moberly Area Chamber of Commerce

**JUNK JUNCTION
VENDOR BOOTHS**

**STREET CLOSED TO PUBLIC
USE. EMERGENCY VEHICLE
ACCESS ONLY**

CAR SHOW

GUS MACKER

#10.



REED STREET

**FOOD
& BEER
GARDEN**

**GUS
MACKER
KID
ZONE**

**MPR
TROLLEY
PICK UP &
DROP OFF**

**FAMILY FUN
"INFLATABLE"
ZONE**

54

City of Moberly

City Council Agenda Summary

Agenda Number: #11.

Department: Administration

Date: May 2, 2022

Agenda Item: A Resolution Authorizing A Consent To Assignment Of The Agreement Between The City And Cox /McLain Environmental Consulting Services, Inc.

Summary: On December 31, 2021, Stantec Consulting Services Inc. purchased assets of Cox McLain Environmental Consulting Inc. with the result that the ongoing business and affairs of CMEC will be carried on through Stantec. Stantec will maintain CMEC's present office location with no interruptions in operations or client services, on all further project and operations will be transitioned to the Stantec name. They are requesting approval to assign all existing contracts in the name of Cox McLain Environmental Consulting Inc to Stantec.

Recommended

Action: Approve this resolution.

Fund Name: General Fund

Account Number: 100.016.5406

Available Budget \$:

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Kyser** ___ ___

M___ S___ **Lucas** ___ ___

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A CONSENT TO ASSIGNMENT OF THE AGREEMENT BETWEEN THE CITY AND COX MCLAIN ENVIRONMENTAL CONSULTING SERVICES, INC.

WHEREAS, on November 15, 2021, this council approved a contract with Cox McLain Environmental Consulting Services, Inc., (“Cox”) to prepare a Historic Preservation Plan update; and

WHEREAS, Stantec Consulting Services, Inc., (“Stantec”) has purchased assets of Cox including the above referenced contract and has requested the city consent to the assignment of said contract pursuant to the attached Acknowledgement of and Consent to Assignment (“Acknowledgement”); and

WHEREAS, city staff recommends acceptance and execution of the Acknowledgement.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts the Acknowledgement and authorizes the City Manager to execute the Acknowledgement on behalf of the city.

RESOLVED this 2nd day of May, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk



April 8, 2022

Shirley Olney

shirleyo@cityofmoberly.com

Please be informed that on December 31, 2021, Stantec Consulting Services Inc. ("**Stantec**") purchased certain of the assets of Cox McLain Environmental Consulting, Inc. ("**CMEC**") with the result that the ongoing business and affairs of CMEC will be carried on through Stantec. Stantec will maintain CMEC's present office locations with no interruption in operations or client services, and all future projects and operations will be transitioned to the Stantec name in the upcoming months. The Stantec community unites approximately 25,000 employees working in over 350 locations across 6 continents. Communities are fundamental. Whether around the corner or across the globe, they provide a foundation, a sense of place and of belonging. That's why at Stantec, we always design with community in mind. We care about the communities we serve—because they're our communities too. This allows us to assess what's needed and connect our expertise, to appreciate nuances and envision what's never been considered, to bring together diverse perspectives so we can collaborate toward a shared success. We're designers, engineers, scientists, and project managers, innovating together at the intersection of community, creativity, and client relationships. Balancing these priorities results in projects that advance the quality of life in communities across the globe. Stantec trades on the TSX and the NYSE under the symbol STN. Visit us at stantec.com or find us on social media.

Stantec's vision includes working with the best clients on the best projects and providing the best services. Accordingly, please be assured that the continuity of your current project will be unaffected by this new arrangement. The caliber of the personnel currently working on your project will not change and, except for the assignment requested herein, no other aspect will be affected.

In this regard, we request your approval to assign all existing contracts in the name of Cox McLain Environmental Consulting, Inc. to Stantec. Kindly indicate your consent to the request for assignment by returning to Ashley McLain at ashley@coxmcclain.com a signed copy of the attached Acknowledgment of and Consent to Assignment, executed on behalf of THE CITY OF MOBERLY MISSOURI.

Sincerely,

COX MCLAIN ENVIRONMENTAL CONSULTING, INC.



L. Ashley McLain, AICP

President

ACKNOWLEDGEMENT OF AND CONSENT TO ASSIGNMENT

This Acknowledgment of and Consent to Assignment ("Consent") is made and entered into this 1st day of February 2022 by and among THE CITY OF MOBERLY MISSOURI ("Client"), STANTEC CONSULTING SERVICES INC. ("Stantec"), a New York corporation, and Cox McLain Environmental Consulting, Inc. ("CMEC").

RECITALS

A. Client and CMEC are currently parties to various contracts as shown in the attached list marked Exhibit A (the "Agreement") pursuant to which CMEC provides various services to Client;

B. Effective December 31, 2021, Stantec acquired the business assets of CMEC (the "Acquisition"); including all rights and obligations under the Agreement.

C. As a consequence of the Acquisition, SCSi will succeed to all rights, duties and obligations of CMEC under the Agreement;

D. Under the Agreement, CMEC is precluded from assigning its interest in the Agreement without the prior consent of Client;

E. The parties desire that CMEC assign the Agreement to Stantec (the "Assignment") and that, after the Assignment, Stantec shall continue to deliver the same services to Client as CMEC did before the Assignment; and

F. The federal taxpayer ID number of SCSi is 11-2167170.

NOW, THEREFORE, the parties agree as follows:

1. Consent to the Assignment. Client hereby consents to the Assignment.
2. Continuation of the Agreement. It is agreed that, after the Assignment, the Agreement shall continue in full force and effect under its current terms and conditions, with Stantec being substituted for CMEC, CMEC's predecessor Prewitt & Associates, Inc., or any other defined name of CMEC in the Agreement such as "Consultant", "Contractor", "Technical Expert" or the like) thereunder for all purposes. Any changes to the Agreement that the parties may mutually agree to make shall be documented by a separate writing, signed by Client and Stantec.

The parties have caused this Consent to be signed as of the date first set forth above.

STANTEC CONSULTING SERVICES INC.

THE CITY OF MOBERLY MISSOURI

By: _____

By: _____

Title: _____

Title: _____

COX MCLAIN ENVIRONMENTAL CONSULTING,
INC.

By:



Title: President, Senior Principal

EXHIBIT A

LIST OF CONTRACTS

Professional Services Agreement for a historic preservation plan, dated December 2021.

The term “contracts” as used in this Exhibit, means the above-named contracts, subcontracts, agreements and purchase orders and all other contracts, subcontracts, purchase orders, work authorizations, including all modifications, made between THE CITY OF MOBERLY MISSOURI and CMEC before the effective date of this Consent to Assignment.

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: Police
Date: May 2, 2022

Agenda Item: A Resolution Authorizing The Purchase Of Vhf Mobile Radios From Motorola.

Summary: Request for approval for the Police Department to purchase three Motorola APX 4500 enhanced VHF Mobile Radios from Motorola. These three radios along with the three dual-band APX 8500 radios will complete the departments radio upgrade efforts for all the patrol vehicles. The better used radios will be placed in support vehicles or kept as spares. The price quoted is the state bid price for this radio. This is a budgeted request.

Recommended Action Approve this resolution

Fund Name: Automobile Maintenance

Account Number: 100.007.5308

Available Budget \$: \$35,509

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey**

Council Member

M___ S___ **Brubaker**

M___ S___ **Kimmons**

M___ S___ **Kyser**

M___ S___ **Lucas**

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE OF VHF MOBILE RADIOS
FROM MOTOROLA.**

WHEREAS, as part of the upgrade of mobile radios the police department sought pricing for three enhanced VHF mobile radios; and

WHEREAS, the department has determined that the state bid price of \$6,732.45 from Motorola for three APX4500 Enhanced VHF Mobile Radios is the lowest responsible bid; and

WHEREAS, the Moberly Police Department recommends acceptance of the state bid and authorizing the City Manager to purchase the mobile radios.

THEREFORE, the Moberly, Missouri, City Council accepts the state bid and authorizes the City Manager or his designee to purchase the mobile radios described herein for the total price of \$6,732.45 and granting further authority for all actions as may be necessary to carry out the intent of this Resolution.

RESOLVED this 2nd day of May, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk



DRAFT

QUOTE-1691265

Billing Address:
 MOBERLY POLICE
 DEPARTMENT
 300 N CLARK ST
 MOBERLY, MO 65270
 US

Quote Date:03/10/2022
 Expiration Date:06/08/2022
 Quote Created By:
 John Briggs
 john.briggs@wirelessusa.com

End Customer:
 MOBERLY POLICE DEPARTMENT
 Troy Link
 tlink@moberlypd.com
 660-263-0346

Contract: 19860 - NASPO

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 4500 Enhanced					
1	M22KSS9PW1BN	APX4500 ENHANCED VHF MOBILE	3	\$2,036.00	\$1,263.34	\$3,790.02
1a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	3	\$145.00	\$145.00	\$435.00
1b	G792AB	ADD:VHF ANT WIDEBAND 136-174 MHZ	3	\$83.00	\$51.50	\$154.50
1c	G66BF	ADD: DASH MOUNT O2 APXM	3	\$138.00	\$85.63	\$256.89
1d	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	3	\$0.00	\$0.00	\$0.00
1e	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	3	\$66.00	\$40.95	\$122.85
1f	GA00804AA	ADD: APX O2 CH (GREY)	3	\$541.00	\$335.69	\$1,007.07
1g	G444AH	ADD: APX CONTROL HEAD SOFTWARE	3	\$0.00	\$0.00	\$0.00
1h	QA02829AE	ADD: ANALOG CONVENTIONAL	3	\$440.00	\$273.02	\$819.06
1i	W22BA	ADD: STD PALM MICROPHONE APX	3	\$79.00	\$49.02	\$147.06
1j	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	3	\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-111580



Grand Total

\$6,732.45(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



City of Moberly

City Council Agenda Summary

Agenda Number: #13.

Department: Police

Date: May 2, 2022

Agenda Item: A Resolution Authorizing The Purchase Of Ballistic Shields From Hardwire, LLC.

Summary: The Moberly Police Department applied for and has received a grant in the amount of \$4,748.82 from the Local Law Enforcement Block Grant to purchase replacement ballistic shields for the Police Department. The grant authorizes the purchase of 1 Ballistic Shield Window III and 2 Ballistic Shield Window IIIA and is a reimbursement grant. Prior to applying for the grant, several shield options were reviewed, and Hardwire LLC was chosen based upon price, level of protection, shield size and weight. Resolution R1218 dated 02-22-2022 approved the police department accept the grant for \$4,748.82, the bid price from Hardwire.

Recommended Action

Approve this resolution

Fund Name: CIP

Account Number: 100.007.5503

Available Budget \$:

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

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF BALLISTIC SHIELDS FROM HARDWIRE, LLC.

WHEREAS, the City of Moberly Police Department received a Local Law Enforcement Block Grant in the amount of \$4,748.82 to purchase ballistic shields; and

WHEREAS, the department received a bid in the amount of \$4,748.82 for one Ballistic Shield Window III and two Ballistic Shield Windows IIIA from Hardwire, LLC; and

WHEREAS, the Moberly Police Department recommends acceptance of the Hardwire, LLC bid and authorizing the City Manager to purchase the ballistic shields.

THEREFORE, the Moberly, Missouri, City Council accepts the bid of Hardwire, LLC and authorizes the City Manager or his designee to purchase the ballistic shields described herein for the total price of \$4,748.82 and granting further authority for all actions as may be necessary to carry out the intent of this Resolution.

RESOLVED this 2nd day of May, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk

City of Moberly

City Council Agenda Summary

Agenda Number: #14.

Department: Administration

Date: May 2, 2022

Agenda Item: A Resolution Approving A Lease Agreement With The Moberly Area Chamber Of Commerce For Property Located At 220 And 219 W Reed Street And Authorizing The City Manager To Execute The Lease.

Summary: The Chamber of Commerce has requested the use of 220 West Reed for the Gus Macker hospitality building for Sept. 1st through Sept 30th. This would be an area for volunteers to rest, lunch drinks, etc.

Staff has reviewed the request and feel that the City could accommodate the request if approved by the council.

An agreement should be prepared that would include the Chamber be responsible for cleanup, damages, etc. and loading and unloading of the equipment.

Recommended Action: Approve this resolution.

Fund Name: General Fund

Account Number: 100.016.5406

Available Budget \$:

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

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROVING A LEASE AGREEMENT WITH THE MOBERLY AREA CHAMBER OF COMMERCE FOR PROPERTY LOCATED AT 220 AND 219 W REED STREET AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE.

WHEREAS, the Moberly Area Chamber of Commerce is desirous of renting office space at 220 and 219 W Reed Street to us as a hospitality space during the Gus Macker basketball tournament; and

WHEREAS, it is desirable for the city to assist with providing the Chamber space to conduct operations during the tournament; and

WHEREAS, the lease agreement attached hereto provides for a lease term beginning September 1, 2022 and ending September 30, 2022 and sets forth the rights and liabilities of the parties.

NOW, THEREFORE, the lease agreement with Moberly Area Chamber of Commerce is hereby approved and the City Manager is hereby authorized to execute the Agreement on behalf of the City of Moberly, Missouri.

RESOLVED this 2nd day of May, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk

BUILDING LEASE
CITY OF MOBERLY, MISSOURI
122 NORTH WILLIAMS STREET

THIS LEASE is made this ____ day of _____, 2022, between the City of Moberly, Missouri, (hereinafter "City") a municipal corporation and Moberly Area Chamber of Commerce (hereinafter "Lessee").

RECITALS

- A. City is a Third-Class statutory city duly organized and validly existing under the laws of the state of Missouri with the power to conduct municipal business pursuant to Missouri law and the Ordinances duly enacted by the Moberly City Council.
- B. City is the owner of various downtown retail buildings which are available to local businesses to rent.
- C. City is willing to lease property at 220 W. Reed and 219 W. Reed to Lessee.
- D. Lessee is desirous of using the leased property as part of the Gus Macker Basketball Tournament set for September of 2022.

AGREEMENT

SECTION 1. RECITALS

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

SECTION 2. PREMISES

City hereby leases to Lessee, and Lessee hereby leases from City, the office space located at 220 and 219 W. Reed Street. Lessee accepts the Premises "As Is," subject to all applicable municipal, state and federal laws, ordinances, regulations and policies governing and regulating the use of the Premises, and any covenants or restrictions of record. Lessee acknowledges that City has made no representations or warranties as to the physical state of the Premises, or any suitability of the Premises.

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

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

SECTION 3. TERM

3.1 The term of the lease shall be from September 1 to September 30, 2022.

3.2 Renewal. This lease shall not be automatically renewed.

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

SECTION 4. RENTAL AMOUNT

4.1 Monthly. Lessee shall pay One Dollar as full consideration for use of both Premises.

SECTION 5. LESSEE'S PERMITTED USE AND ACTIVITY

5.1 Use. Lessee may utilize Premises #1 as a hospitality space for Gus Macker tournament workers and volunteers and may utilize Premises #2 to store basketball goals used in the Gus Macker tournament.

5.2 Access and Key. Lessee shall be issued keys to access both Premises. Lessee shall be charged \$20 to replace any lost key(s).

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

SECTION 6. PARTIES OBLIGATIONS

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

6.2 Maintenance. Lessee agrees to maintain the leased Premises in the same condition as when leased, ordinary wear and tear excepted, during the term of this Agreement. Lessee agrees to clean up the property and be responsible for any damages to the leased Premises.

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

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

SECTION 7. ASSIGNMENT

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

SECTION 8. LIABILITY

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

8.2 Each party agrees, to the extent allowed by law, that it will assume all risk and liability to itself and its agents and employees for any cause of action resulting from any operations or conduct of its agents or employees under this Agreement. Each party's liabilities shall be governed by applicable state law.

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

SECTION 9. INSURANCE

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

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

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

SECTION 10. DAMAGE OR DESTRUCTION

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

SECTION 11. DEFAULTS

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

- A. The failure by Lessee to make any payment of Rent; or any other payment required to be made by Lessee hereunder, as and when due, where such failure shall continue for a period of ten (10) calendar days after written notice from City to Lessee.
- B. The failure by Lessee to comply with Section 5.3 of this Agreement.
- C. An unapproved or unauthorized transfer of any interest acquired under this Agreement.

- D. The occurrence of any other event described as constituting an “Event of Default” elsewhere in this Agreement.
- E. The discovery by City that any material information provided by Lessee related to this Agreement is materially false.

SECTION 12. REMEDIES

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

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

SECTION 13. TERMINATION

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

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

SECTION 14. NOTICES

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

CITY

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

LESSEE

Megan Schmitt
MACC
211 West Reed Street
Moberly, Missouri 65270

SECTION 15. MUNICIPAL AUTHORITY

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

SECTION 16. GOVERNING LAW

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

SECTION 17. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

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

SECTION 18. PUBLIC RECORDS ACT

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

SECTION 19. ENTIRE AGREEMENT

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

SECTION 15. COUNTERPARTS

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

SECTION 16. NO PROMISE OF FUNDING

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

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

APPROVED AS TO FORM:

CITY OF MOBERLY, MISSOURI

By: _____

Randall D. Thompson
City Attorney

Brian Crane
City Administrator

ATTEST:

City Clerk

LESSEE

Moberly Area Chamber of Commerce

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#15.

Department: Public Works

Date: May 2, 2022

Agenda Item: A Resolution Approving A Lease Agreement With Edge Aviation, LLC For Property Located At The Omar N. Bradley Airport And Authorizing The City Manager To Execute The Lease.

Summary: Please see the attached summary.

Recommended

Action: Approve this resolution

Fund Name:

Account Number:

Available Budget \$:

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey**

Council Member

M___ S___ **Brubaker**

M___ S___ **Kimmons**

M___ S___ **Kyser**

M___ S___ **Lucas**

Passed Failed

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION APPROVING A LEASE AGREEMENT WITH EDGE AVIATION, LLC FOR PROPERTY LOCATED AT THE OMAR N. BRADLEY AIRPORT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE.

WHEREAS, Edge Aviation, LLC, is desirous of renting office space at the Omar N. Bradley Airport to use as a mechanic and aviation business; and

WHEREAS, the Airport Manager is desirous of having a aviation mechanic available at the city airport to assist tenants and others; and

WHEREAS, the lease agreement attached hereto provides for an annual lease term beginning upon acceptance by the city council and sets forth the rights and liabilities of the parties.

NOW, THEREFORE, the lease agreement with Edge Aviation, LLC, is hereby approved and the City Manager is hereby authorized to execute the Agreement on behalf of the City of Moberly, Missouri.

RESOLVED this 2nd day of May, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

OFFICE LEASE
CITY OF MOBERLY, MISSOURI

THIS LEASE is made this ____ day of _____, 2022, between the City of Moberly, Missouri, (hereinafter "City") a municipal corporation and Edge Aviation, LLC, a Missouri Limited Liability Company (hereinafter "Lessee").

RECITALS

- A. City is a Third-Class statutory city duly organized and validly existing under the laws of the state of Missouri with the power to conduct municipal business pursuant to Missouri law and the Ordinances duly enacted by the Moberly City Council.
- B. Lessee desires to rent space at the Omar N. Bradley Regional Airport to operate an airplane mechanic business.
- C. City has space available in one of the city T Hangars for Lessee's business.

AGREEMENT

SECTION 1. RECITALS

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

SECTION 2. PREMISES

City hereby leases to Lessee, and Lessee hereby leases from City, the south end of the city's 12-unit T Hanger located at the Omar N. Bradley Regional Airport Moberly, Missouri 65270 (hereinafter the "Premises"). Lessee accepts the Premises "As Is," subject to all applicable municipal, state and federal laws, ordinances, regulations and policies governing and regulating the use of the Premises, and any covenants or restrictions of record. Lessee acknowledges that City has made no representations or warranties as to the physical state of the Premises, or any suitability of the Premises.

2.1 Improvements. Lessee desires to make certain improvements to the Premises consisting of a painted floor, insulation, installation of a door to the hangar area, add electrical circuits and HVAC. City agrees to the improvements upon the condition that no improvements begin until the Lessee has obtained the necessary building/construction, electrical and mechanical permits required by city code from the city Code Enforcement office. Lessee shall employ City of Moberly licensed tradesmen to perform all permitted improvements.

2.2 Waiver. Following the termination of the lease agreement between the parties the improvements made by lessee to the Premises shall become the property of the City and shall remain with the Premises.

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

SECTION 3. TERM

3.1 Annual. The initial term of this lease shall be for one year beginning on the ____ day of _____, 2022 and ending on the ____ day of _____ 2022.

3.2 Renewal. This lease may be renewed on a year-to-year basis following the end of the initial term until terminated by either party. Termination shall be in writing and delivered sixty (60) days prior to the termination date. Renewals shall be on the same terms and conditions stated herein unless amended in writing prior to the start date of the renewal term.

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

SECTION 4. RENTAL AMOUNT

4.1 Monthly. Lessee shall pay One Hundred and Fifty Dollars (\$150.00) per month during the term of this lease. Payment is due no later than the first business day of each month. Lessee may prepay any amount at any time. City shall provide electricity to Lessee's Premises at no charge during the term of the lease.

SECTION 5. LESSEE'S PERMITTED USE AND ACTIVITY

5.1 Use. Lessee may utilize the Premises only for the purposes necessary to conduct its usual business operations. Lessee intends to operate an airplane mechanic business.

5.2 Access and Key. Lessee shall be issued a key and permitted free access for ingress and egress. Lessee shall be charged \$20 to replace a door key.

5.3 Alterations. Lessee shall not make any alterations of any nature other than those provided in Section 2.1, above, to the Premises without the written permission of the City.

5.4 Business License. Lessee shall obtain and maintain a Business License from the City of Moberly prior to beginning any business operations from the leased premises.

SECTION 6. CITY'S OBLIGATIONS

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

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

6.3 Trash Disposal. City agrees to pay for trash service at the leased premises.

6.4 Utilities. City shall provide all utilities necessary for the business operations of the Lessee except Lessee shall provide internet and cable if desired.

SECTION 7. ASSIGNMENT

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

SECTION 8. LIABILITY

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

8.2 Each party agrees, to the extent allowed by law, that it will assume all risk and liability to itself and its agents and employees for any cause of action resulting from any operations or conduct of its agents or employees under this Agreement. Each party's liabilities shall be governed by applicable state law.

8.3 Lessee agrees to defend, indemnify, and save harmless the City of Moberly and all its employees, officers, elected officials and agents, from and against all loss or expense from any cause of action arising from the Lessee's operations. The Lessee agrees to investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands at the sole expense of the Lessee.

SECTION 9. INSURANCE

9.1 Lessor. Lessor maintains Commercial General Liability coverage for the structure.

9.2 Lessee. Lessee shall be responsible for maintaining Commercial General Liability insurance at a limit of not less than \$1,000,000 Each Occurrence, \$2,000,000 annual aggregate. Lessee agrees to endorse the City of Moberly and all its employees, officers, elected officials and agents as Additional Insured under the CGL policy. Prior to taking possession of the leased premises Lessee shall provide Lessor Certificate of Insurance from the insurance carrier providing the mandatory insurance coverage described herein.

9.3 Immunities. The parties hereto understand and agree that City is relying on and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other applicable sovereign, governmental, or official immunities and protections provided by the state of Missouri, from time to time amended, or otherwise available to City, or its elected officials or employees. No official, officer, agent, attorney, employee, or representative of the City shall be personally liable to Lessee or the successors, assigns, heirs or personal representatives of the Lessee in the event of any default or breach by any party under this Lease.

SECTION 10. DAMAGE OR DESTRUCTION

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

SECTION 11. DEFAULTS

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

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

SECTION 12. REMEDIES

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

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

SECTION 13. TERMINATION

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

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

SECTION 14. NOTICES

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

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

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

Wren Allen Johannaber
26280 Hwy Spur 15
Paris, Missouri 65275

SECTION 15. MUNICIPAL AUTHORITY

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

SECTION 16. GOVERNING LAW

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

SECTION 17. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

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

SECTION 18. PUBLIC RECORDS ACT

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

SECTION 19. ENTIRE AGREEMENT

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

SECTION 15. COUNTERPARTS

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

SECTION 16. NO PROMISE OF FUNDING

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

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

#15.

APPROVED AS TO FORM:

CITY OF MOBERLY, MISSOURI

Randall D. Thompson
City Attorney

By:

Brian Crane
City Administrator

ATTEST:

City Clerk

EDGE AVIATION, LLC

Wren Johannaber

Summary for Edge Aviation

The attached lease is for a corner segment of the nested T hangars which is excess space unable to store a standard aircraft. It has been reduced smaller than original as we added a community restroom for the pilot's and their guest to use. The red box is approximate area of the lease space and location in the building.

Edge Aviation owns the hangar (with City ground lease) directly to the West of the proposed lease space. The proposed space is a metal shell with internal partition walls, concrete floor, basic electrical/lighting with and overhead and walk in door. The proposed tenant owns and operates and aviation repair, does Annual Inspections, flight training, has a lease plane, all important components to retain and attract based aircraft.

Edge is proposing some minimal improvements, that would be completed at their expense. Insulation, additional electrical outlets and HVAC. They have been informed that the proposed work would have to be submitted to the City for review/approval prior to it being completed, along with name of licensed contractor and all permits in place prior to the work being conducted. As the expense will be 100% on Edge, they are wanting to have renewal of the space annually for several years to make the upfront cost worth their while.

The space has been used in the past as free overflow storage for the Chamber of Commerce, Historical Society, various City departments and other pilots for aviation related materials/equipment. We have a similar space on the other end of the hangar and storage behind the CAP hangar to continue to support those needs. This lease would generate another \$1,800/yr in hangar revenue.

Staff recommends approval.



City of Moberly

City Council Agenda Summary

Agenda Number: _____

#16.

Department: Administration

Date: May 2, 2022

Agenda Item: An Ordinance Approving a Cooperation Agreement for Special Events Funding; and Providing Further Authority.

Summary: As part of a downtown revitalization strategy, the City of Moberly (the “City”) with the support of the Downtown Moberly Community Improvement District (the “District”) has acquired the fee interest in the “Fennel Complex,” a series of long vacant commercial structures situated at Clark and Coates Streets and consisting of the Fennel Building, an 8,500 square foot, two story structure; the former Pro Auto Building, a 5,000 square foot, single story structure; and portions of a building formerly serving as the J. T. Cross Lumberyard. The City intends to improve and offer for rentals to public and private entities a certain portion of the Fennel Complex consisting of the open-air northern half of the Fennel Complex (the “Events Space”) as a public events venue.

Moberly Community Betterment, a non-for-profit public benefit corporation, (“MCB”) wishes to sponsor, promote and organize certain public events to be held at the Events Space throughout the summer months including a Food Truck Event and a Car Cruise Event, all as provided in a certain Cooperative Events Funding Agreement, in substantially the form of Exhibit A, attached to and incorporated by reference in the Ordinance (the “Agreement”). Specifications for and a schedule of the events are included in the Agreement.

MCB has requested that the City waive customary rentals for the Event Space and that the District provide certain other assistance as set forth in the Agreement. Other than the waiver of rentals, the City will have no financial obligation under the Agreement. MCB and the City will each independently obtain customary insurance coverages for the Event Space.

Recommended Action: Approve this ordinance

Fund Name: N/a

Account Number: N/A

Available Budget : N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Kyser** _____

M___ S___ **Lucas** _____

Passed Failed

BILL NO: _____

ORDINANCE NO: _____

AN ORDINANCE APPROVING A COOPERATION AGREEMENT FOR SPECIAL EVENTS FUNDING; AND PROVIDING FURTHER AUTHORITY.

WHEREAS, Sections 70.210 through 70.220 of the Revised Statutes of Missouri, as amended, authorize municipalities to contract and cooperate with other municipalities and political subdivisions and with any private person, firm, association or corporation for the planning, development, or operation of any public service, the subject and purposes of which are within the scope of the powers of such municipality; and

WHEREAS, As part of a comprehensive downtown revitalization strategy, the City of Moberly (the “**City**”) with the support of the Downtown Moberly Community Improvement District (the “**District**”) has acquired a fee interest in certain real property located at Clark and Coates Streets consisting of the Fennel Building, the former Pro Auto Building, and portions of a building and open area formerly serving as the J. T. Cross Lumberyard, (collectively, the “**Fennel Complex**”); and

WHEREAS, the City intends to improve and offer for rentals to public and private entities a certain portion of the Fennel Complex consisting of the open air northern half of the Fennel Complex (the “**Events Space**”) as a public events venue and Moberly Community Betterment wishes to sponsor, promote and organize certain public events to be held at the Events Space subject to the waiver by the City of customary rentals for the Event Space and certain other assistance to be provided by the District, all as set forth and subject to the terms and conditions of a certain Cooperative Events Funding Agreement, in substantially the form of **Exhibit A**, attached to and incorporated by reference in this Resolution (the “**Agreement**”);

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

SECTION 1. The Agreement in substantially the form set forth in Exhibit A is hereby approved and the Mayor of the City is hereby authorized and directed to execute and deliver the Agreement as herein approved on behalf of the City.

SECTION 2. The Mayor, City Manager, City Clerk, City Finance Director and other applicable City staff are hereby further authorized and directed to take such further actions and to execute and deliver such certificates or other documents as may be necessary or convenient to carry out the intent of this Ordinance, to satisfy the City's obligations under the Agreement.

SECTION 3. The portions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the Council of the City would have enacted the valid portions within the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

SECTION 4. This Ordinance shall take effect and be in force from and after its passage and adoption by the Council of the City of Moberly, Missouri, and its signature by the officer presiding at the meeting at which it was passed and adopted.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri on this 2nd day of May, 2022.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk

EXHIBIT A

COOPERATIVE EVENTS FUNDING AGREEMENT

THIS COOPERATIVE EVENTS FUNDING AGREEMENT (this “**Agreement**”) is made and entered into as of the _____ day of _____, 2022, (the “**Effective Date**”) by and among MOBERLY COMMUNITY BETTERMENT, a Missouri not for profit corporation having a principal office at 211 West Reed Street, Moberly Missouri 65270 (“**MCB**”); the CITY OF MOBERLY, MISSOURI, a city of the third classification and Missouri municipal corporation having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**City**”); and the DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT, a community improvement district and Missouri political subdivision established pursuant to sections [67.1401 through 67.1571](#) of the Revised Statutes of Missouri, as amended and having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**District**” and, collectively with each of the foregoing, the “**Parties**”).

RECITALS

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

B. The City with the support of the District has acquired a fee interest in certain real property located within the corporate limits of the District at Clark and Coates Streets consisting of the Fennel Building, the former Pro Auto Building, and portions of a building and open area formerly serving as the J. T. Cross Lumberyard, all as legally described on [Exhibit A](#), attached to and incorporated by reference in this Agreement (collectively, the “**Fennel Complex**”)

C. As part of a comprehensive downtown revitalization strategy, the City intends to improve and offer for rentals to public and private entities a certain portion of the Fennel Complex consisting of the open air northern half of the Fennel Complex as depicted and described on [Exhibit B](#), attached to and incorporated by reference in this Agreement (the “**Events Space**”) as a public events venue.

D. The Parties wish to sponsor certain public events to be held at the Events Space and promoted and organized by MCB in accordance with the schedules set forth in this Agreement and the City and the District each wish to contribute to the sponsorship of and otherwise assist MCB in the implementation of the public events, including, without limitation, the waiver of customary rentals for the Event Space, all as further provided in and subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

1. **Undertakings by MCB.** MCB shall provide all labor (whether by contract, employment, volunteer, or otherwise), materials, and expertise necessary to sponsor, organize, promote, and administer two discrete public events consisting of a food truck event with live music and cash bar (collectively, the “**Food Truck Event**”) and a car cruise event with live music and cash bar (collectively, the “**Car Cruise Event**” and , together with the Food Truck Event, the “**Events**”) each to be held at the Events Space and on the dates and schedules set forth in paragraph 2 of this Agreement (collectively, the “**Event Dates**”). MCB shall at minimum:

(i) Secure the services of a licensed beverage provider, which may be a fraternal organization such as the Fraternal Order of Eagles or similar, to provide, supply, and operate the cash bar, on each Event Date and upon such terms as shall be commercially reasonable as determined by MCB;

(ii) For each Event Date secure live music by professional or semi-professional musician groups performing popular music such as jazz, rock, country, or pop;

(iii) For each Event Date secure upon such terms as shall be commercially reasonable as determined by MCB in the case of the Food Truck Event at least Five (5) and in the case of the Car Cruise Event at least Three (3) motorized vehicles or trailers, properly licensed and equipped to cook, prepare, serve, and sell food at or near the Event Space; and

(iv) Provide promotion and pre-Event print and media advertising for each Event Date including, without limitation, attraction and securing of cruisers for the Car Cruise Event.

In securing the various goods and services specified in this paragraph 1, MCB may make such contractual arrangements as may be reasonably required and may retain all associated fees and charges, if any. All such contractual arrangements shall be in the name of MCB only. After conclusion of each Event on each Event Date, MCB shall be additionally responsible for waste disposal, clean-up and restoration of the Event Space to a “broom clean” finish.

2. **Event Dates and Schedule; Cancellation for Force Majeure.**

(a) Event Dates for 2022 and hours of operation shall be as follows:

Food Truck Event:	Wednesday, May 4; Wednesday, June 1; Wednesday, July 6; Wednesday, August 3; Wednesday, September 7; and Wednesday, October 5.
-------------------	---

Car Cruise Event:	Friday, June 10; Friday, July 15’ and Friday, August 12.
-------------------	--

Hours of operation for each Event Date shall be as mutually determined by MCB and the City.

(b) Any Event on any Event Date may be cancelled by MCB for *force majeure*, including, without limitation, damage or destruction by fire or other casualty; strike; lockout; civil disorder; war; shortage or delay in shipment of material or fuel; acts of God including, without limitation, extreme weather events; or other causes beyond the parties' reasonable control. An event constituting *force majeure* may be considered a basis for cancellation if occurring or reasonably expected to occur within 24 hours prior to any Event Date and in any such case no Party shall be considered in breach or default of its obligations under this Agreement. In the event of any such cancellation, MCB shall notify the City and the District promptly upon a determination to cancel. In any such event, the City and the District reserve the right to reoccupy and reuse the Event Space including, without limitation, rental to a third-party user.

3. Public Support; Sources and Uses of Funds. The City shall waive all customary rental fees and costs for the Event Space for each Event Date. The District shall provide the following amounts to MCB in support of the Events which shall be used by MCB for the activities set forth opposite the respective amount:

For the Food Truck Event:

\$100 per Event Date (total \$600) for advertising and promotion expenses; and
\$4,500 single allowance for securing live music

For the Car Cruise Event:

\$100 per Event Date (total \$300) for advertising and promotion expenses; and
\$3,000 single allowance for securing live music

The foregoing amounts shall be sourced only from legally available monies. The Parties hereby acknowledge that the foregoing amounts may not represent the entire amount of costs and expenses for the associated activities or necessary to realize the Events and further acknowledge and agree that nothing in this Agreement shall require the City or the District to make available or to contribute additional funds or value over and above that specified in this paragraph 3.

4. Insurance; Mutual Waiver and Release. The City and MCB shall each obtain and maintain at all times during the term of this Agreement "all risk" fire and extended coverage insurance, commercial general liability insurance for the Events Space, which is commercially reasonable and in amounts and terms customary for similar activities elsewhere in Randolph County; *provided that* MCB and the City may each supply such insurance coverage under and through existing "blanket" policies. Each such insurance coverage shall name the District as an additional insured. In addition, the Parties each hereby waives and releases the other Parties and their respective officers, agents, employees, and attorneys acting under this Agreement from and against any and all claims, demands, actions, causes of action or other liabilities and/or damages, whether known or unknown, whether existing at law, by statute or in equity asserted or capable of being asserted by such Party or any officer, agent, or employee of such Party arising in any way from the Events or any of them as contemplated under this Agreement, or of the condition of the Events Space; *provided that* the foregoing waiver and release shall not apply in any case of gross negligence or willful misconduct by any officer, agent, or employee of such Party.

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

6. **Further Representations.** Each of the Parties to this Agreement hereby represents and warrants to the other Parties as follows: (i) that such Party has full power and authority to execute and deliver and perform the terms and obligations of this Agreement applicable to such Party; and (ii) that such Party and the signatory below has been authorized by all necessary action to execute and deliver this Agreement, which shall constitute the legal, valid and binding obligation of such Party, enforceable in accordance with its terms, subject to bankruptcy and other laws affecting creditors' rights generally and to general principles of equity.

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

If to MCB:	Moberly Community Betterment 101 West Reed Street Moberly, Missouri 65270 Attention: President and Board of Directors
If to the City	City of Moberly 101 West Reed Street – City Hall Moberly, Missouri 65270 Attention: City Manager
If to the District:	Downtown Moberly Community Improvement District 101 West Reed Street Moberly, Missouri 65270 Attention: Chair and Board of Directors
with a copy to:	Cunningham, Vogel & Rost, P.C. 333 South Kirkwood Road, Suite 300 St. Louis, Missouri 63122 Attention: Thomas A. Cunningham, Esq.

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

8. **Term of Agreement; Limited Assignment.** This Agreement shall terminate upon the date which is One (1) Year from the Effective Date or earlier upon Thirty (30) days prior written notice from the terminating Party to the other Parties. This Agreement shall not be assignable by any Party without prior written consent of the other Parties.

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

10. **No Waiver of Sovereign or Official Immunity.** Nothing in this Agreement shall be deemed or give rise to a waiver of the sovereign or official immunity of the City or the District.

11. **Relationship of the Parties; No Third-Party Beneficiaries.** Nothing contained in this Agreement nor any act of any Party shall be deemed or construed to create a partnership or agency relationship among the Parties or between any Party and any other Party or their agents or representatives unless otherwise expressly provided in this Agreement and this Agreement is and shall be limited to the specific purposes set out herein. This Agreement is not intended to and shall not create any rights enforceable by any third-party beneficiary.

12. **Entire Agreement; Amendment.** The Parties agree that this Agreement constitutes the entire agreement among the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties with respect to the subject matter hereof. This Agreement shall be amended only in writing and effective when signed by the duly authorized agents of each of the Parties.

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

14. **Choice of Law; Venue.** This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. The Parties hereto each agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri or in federal court of the Eastern District of Missouri and waive any objection based upon venue or *forum non conveniens* or otherwise.

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

MOBERLY COMMUNITY BETTERMENT

By: _____

Printed name:

Title:

ATTEST:

By: _____
Title:

CITY OF MOBERLY, MISSOURI,

By: _____
Mayor

ATTEST:

By: _____
Shannon Hance, City Clerk

**DOWNTOWN MOBERLY COMMUNITY
IMPROVEMENT DISTRICT**

By: _____
Chair

ATTEST:

By: _____
Secretary

EXHIBIT A

FENNEL COMPLEX – LEGAL DESCRIPTION

All of Lots One (1), Two (2), Three (3), Four (4), and Five (5) in Block Five of the Original Town Of Moberly, Missouri in Randolph County or more commonly known as 209 W. Coates Street.

All of Lots 6,7,8,9,10,11,12,13,14,15, 16, and 17 of Block 5 of the Original Town of Moberly, Missouri, Randolph County, Missouri, more particularly described as follows: Beginning at the center of a party wall and the SE corner of Lot 6 of the Original Town Of Moberly (a ½” iron rod, found N 87° 35’ 32” E, 0.10 feet); thence along the center of said party wall, S 87°35’52” W, 112.70 feet to a ½” iron pipe, (set) and the SW corner of said Lot 6; thence leaving the center of said party wall and along the West line of Lots, 6,7,8,9,10,11,12,13,14,15,16, and 17, N 02° 24’08” W, 378.70 feet to the intersection with the Southerly line of Sturgeon Street; thence leaving said West line and along said Southerly line along a curve to the right having a radius of 1042.28 feet, 138.62 feet a (long chord bears, S 56°51’03” E, 135.52 feet) to a ½” iron pipe (set) at the intersection with the East line of said Lots; thence said Southerly line and along said East line, S 02° 24’08” E, 298.16 feet to the Point of Beginning. The above-described tract of land contains 0.88 acres, more or less or more commonly known as 311 N. Clark and 315 N. Clark Street.

EXHIBIT B
EVENT SPACE



COOPERATIVE EVENTS FUNDING AGREEMENT

THIS COOPERATIVE EVENTS FUNDING AGREEMENT (this “**Agreement**”) is made and entered into as of the _____ day of _____, 2022, (the “**Effective Date**”) by and among MOBERLY COMMUNITY BETTERMENT, a Missouri not for profit corporation having a principal office at 211 West Reed Street, Moberly Missouri 65270 (“**MCB**”); the CITY OF MOBERLY, MISSOURI, a city of the third classification and Missouri municipal corporation having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**City**”); and the DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT, a community improvement district and Missouri political subdivision established pursuant to sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended and having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**District**” and, collectively with each of the foregoing, the “**Parties**”).

RECITALS

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

B. The City with the support of the District has acquired a fee interest in certain real property located within the corporate limits of the District at Clark and Coates Streets consisting of the Fennel Building, the former Pro Auto Building, and portions of a building and open area formerly serving as the J. T. Cross Lumberyard, all as legally described on Exhibit A, attached to and incorporated by reference in this Agreement (collectively, the “**Fennel Complex**”)

C. As part of a comprehensive downtown revitalization strategy, the City intends to improve and offer for rentals to public and private entities a certain portion of the Fennel Complex consisting of the open air northern half of the Fennel Complex as depicted and described on Exhibit B, attached to and incorporated by reference in this Agreement (the “**Events Space**”) as a public events venue.

D. The Parties wish to sponsor certain public events to be held at the Events Space and promoted and organized by MCB in accordance with the schedules set forth in this Agreement and the City and the District each wish to contribute to the sponsorship of and otherwise assist MCB in the implementation of the public events, including, without limitation, the waiver of customary rentals for the Event Space, all as further provided in and subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

1. **Undertakings by MCB.** MCB shall provide all labor (whether by contract, employment, volunteer, or otherwise), materials, and expertise necessary to sponsor, organize,

promote, and administer two discrete public events consisting of a food truck event with live music and cash bar (collectively, the “**Food Truck Event**”) and a car cruise event with live music and cash bar (collectively, the “**Car Cruise Event**” and , together with the Food Truck Event, the “**Events**”) each to be held at the Events Space and on the dates and schedules set forth in paragraph 2 of this Agreement (collectively, the “**Event Dates**”). MCB shall at minimum:

(i) Secure the services of a licensed beverage provider, which may be a fraternal organization such as the Fraternal Order of Eagles or similar, to provide, supply, and operate the cash bar, on each Event Date and upon such terms as shall be commercially reasonable as determined by MCB;

(ii) For each Event Date secure live music by professional or semi-professional musician groups performing popular music such as jazz, rock, country, or pop;

(iii) For each Event Date secure upon such terms as shall be commercially reasonable as determined by MCB in the case of the Food Truck Event at least Five (5) and in the case of the Car Cruise Event at least Three (3) motorized vehicles or trailers, properly licensed and equipped to cook, prepare, serve, and sell food at or near the Event Space; and

(iv) Provide promotion and pre-Event print and media advertising for each Event Date including, without limitation, attraction and securing of cruisers for the Car Cruise Event.

In securing the various goods and services specified in this paragraph 1, MCB may make such contractual arrangements as may be reasonably required and may retain all associated fees and charges, if any. All such contractual arrangements shall be in the name of MCB only. After conclusion of each Event on each Event Date, MCB shall be additionally responsible for waste disposal, clean-up and restoration of the Event Space to a “broom clean” finish.

2. **Event Dates and Schedule; Cancellation for Force Majeure.**

(a) Event Dates for 2022 and hours of operation shall be as follows:

Food Truck Event:	Wednesday, May 4; Wednesday, June 1; Wednesday, July 6; Wednesday, August 3; Wednesday, September 7; and Wednesday, October 5.
Car Cruise Event:	Friday, June 10; Friday, July 15' and Friday, August 12.

Hours of operation for each Event Date shall be as mutually determined by MCB and the City.

(b) Any Event on any Event Date may be cancelled by MCB for *force majeure*, including, without limitation, damage or destruction by fire or other casualty; strike; lockout; civil disorder; war; shortage or delay in shipment of material or fuel; acts of God including, without limitation, extreme weather events; or other causes beyond the parties' reasonable control. An event constituting *force majeure* may be considered a basis for cancellation if occurring or reasonably expected to occur within 24 hours prior to any Event Date and in any such case no Party shall be considered in breach or default of its obligations under this Agreement. In the event of any such cancellation, MCB shall notify the City and the District promptly upon a determination to cancel. In any such event, the City and the District reserve the right to reoccupy and reuse the Event Space including, without limitation, rental to a third-party user.

3. **Public Support; Sources and Uses of Funds.** The City shall waive all customary rental fees and costs for the Event Space for each Event Date. The District shall provide the following amounts to MCB in support of the Events which shall be used by MCB for the activities set forth opposite the respective amount:

For the Food Truck Event:

\$100 per Event Date (total \$600) for advertising and promotion expenses; and
\$4,500 single allowance for securing live music

For the Car Cruise Event:

\$100 per Event Date (total \$300) for advertising and promotion expenses; and
\$3,000 single allowance for securing live music

The foregoing amounts shall be sourced only from legally available monies. The Parties hereby acknowledge that the foregoing amounts may not represent the entire amount of costs and expenses for the associated activities or necessary to realize the Events and further acknowledge and agree that nothing in this Agreement shall require the City or the District to make available or to contribute additional funds or value over and above that specified in this paragraph 3.

4. **Insurance; Mutual Waiver and Release.** The City and MCB shall each obtain and maintain at all times during the term of this Agreement "all risk" fire and extended coverage insurance, commercial general liability insurance for the Events Space, which is commercially reasonable and in amounts and terms customary for similar activities elsewhere in Randolph County; *provided that* MCB and the City may each supply such insurance coverage under and through existing "blanket" policies. Each such insurance coverage shall name the District as an additional insured. In addition, the Parties each hereby waives and releases the other Parties and their respective officers, agents, employees, and attorneys acting under this Agreement from and against any and all claims, demands, actions, causes of action or other liabilities and/or damages, whether known or unknown, whether existing at law, by statute or in equity asserted or capable of being asserted by such Party or any officer, agent, or employee of such Party arising in any way from the Events or any of them as contemplated under this Agreement, or of the condition of the Events Space; *provided that* the foregoing waiver and release shall not apply in any case of gross negligence or willful misconduct by any officer, agent, or employee of such Party.

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

6. **Further Representations.** Each of the Parties to this Agreement hereby represents and warrants to the other Parties as follows: (i) that such Party has full power and authority to execute and deliver and perform the terms and obligations of this Agreement applicable to such Party; and (ii) that such Party and the signatory below has been authorized by all necessary action to execute and deliver this Agreement, which shall constitute the legal, valid and binding obligation of such Party, enforceable in accordance with its terms, subject to bankruptcy and other laws affecting creditors' rights generally and to general principles of equity.

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

If to MCB: Moberly Community Betterment
101 West Reed Street
Moberly, Missouri 65270
Attention: President and Board of Directors

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

If to the District: Downtown Moberly Community Improvement District
101 West Reed Street
Moberly, Missouri 65270
Attention: Chair and Board of Directors

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

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

8. **Term of Agreement; Limited Assignment.** This Agreement shall terminate upon the date which is One (1) Year from the Effective Date or earlier upon Thirty (30) days prior written notice from the terminating Party to the other Parties. This Agreement shall not be assignable by any Party without prior written consent of the other Parties.

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

10. **No Waiver of Sovereign or Official Immunity.** Nothing in this Agreement shall be deemed or give rise to a waiver of the sovereign or official immunity of the City or the District.

11. **Relationship of the Parties; No Third-Party Beneficiaries.** Nothing contained in this Agreement nor any act of any Party shall be deemed or construed to create a partnership or agency relationship among the Parties or between any Party and any other Party or their agents or representatives unless otherwise expressly provided in this Agreement and this Agreement is and shall be limited to the specific purposes set out herein. This Agreement is not intended to and shall not create any rights enforceable by any third-party beneficiary.

12. **Entire Agreement; Amendment.** The Parties agree that this Agreement constitutes the entire agreement among the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties with respect to the subject matter hereof. This Agreement shall be amended only in writing and effective when signed by the duly authorized agents of each of the Parties.

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

14. **Choice of Law; Venue.** This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. The Parties hereto each agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri or in federal court of the Eastern District of Missouri and waive any objection based upon venue or *forum non conveniens* or otherwise.

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

MOBERLY COMMUNITY BETTERMENT

By: 

Printed name: *Tim Seidel*

Title: *Chair*

ATTEST:

By: Carla Beal
Title: Admin. Assistant

CITY OF MOBERLY, MISSOURI,

By: _____
Mayor

ATTEST:

By: _____
Shannon Hance, City Clerk

**DOWNTOWN MOBERLY COMMUNITY
IMPROVEMENT DISTRICT**

By: Ben C
Chair

ATTEST:

By: Doug Skiff
Secretary

EXHIBIT A

FENNEL COMPLEX – LEGAL DESCRIPTION

All of Lots One (1), Two (2), Three (3), Four (4), and Five (5) in Block Five of the Original Town Of Moberly, Missouri in Randolph County or more commonly known as 209 W. Coates Street.

All of Lots 6,7,8,9,10,11,12,13,14,15, 16, and 17 of Block 5 of the Original Town of Moberly, Missouri, Randolph County, Missouri, more particularly described as follows: Beginning at the center of a party wall and the SE corner of Lot 6 of the Original Town Of Moberly (a ½" iron rod, found N 87° 35' 32" E, 0.10 feet); thence along the center of said party wall, S 87°35'52" W, 112.70 feet to a ½" iron pipe, (set) and the SW corner of said Lot 6; thence leaving the center of said party wall and along the West line of Lots, 6,7,8,9,10,11,12,13,14,15,16, and 17, N 02° 24'08" W, 378.70 feet to the intersection with the Southerly line of Sturgeon Street; thence leaving said West line and along said Southerly line along a curve to the right having a radius of 1042.28 feet, 138.62 feet a (long chord bears, S 56°51'03" E, 135.52 feet) to a ½" iron pipe (set) at the intersection with the East line of said Lots; thence said Southerly line and along said East line, S 02° 24'08" E, 298.16 feet to the Point of Beginning. The above-described tract of land contains 0.88 acres, more or less or more commonly known as 311 N. Clark and 315 N. Clark Street.

EXHIBIT B
EVENT SPACE



City of Moberly City Council Agenda Summary

Agenda Number: #17.

Department: Administration

Date: May 2, 2022

Agenda Item: An Ordinance Approving a Promotional Services Agreement; and Providing Further Authority (the “Ordinance”).

Summary: Currently, the Moberly Chamber of Commerce (the “Chamber”) provides various services for downtown Moberly to create a positive image of downtown, promote the downtown area, and improve the appearance of downtown pursuant to, among other arrangements, that certain Administrative Services Agreement dated December 28, 2018 by and among the Chamber, the City of Moberly (the “City”), and the Downtown Moberly Community Improvement District (the “District”), and that certain Tourism Promotion Services Agreement last executed on January 4, 2022 by and between the City and the Chamber.

It has been noted that the overlap in scope among the various agreements and arrangements providing for the promotion of the downtown area results in various inefficiencies. Accordingly, the City, the Chamber, and the District now wish to consolidate and expand the various downtown services provided to coordinate and improve service delivery and to assign new tasks to the Chamber related to collective promotions and special events planning, all as provided in the “Promotional Services Agreement,” attached to and incorporated by reference in the Ordinance (the “Agreement”).

In particular, the Agreement mandates development of an annual marketing budget and program to be submitted for approval at the beginning of each calendar year. This marketing program will apply efficiencies by setting out the activities to be undertaken during the year and associated funding and is intended to reduce or eliminate the need for “ad hoc” requests for funding support throughout the year which has been the practice in the past. The Agreement provides for progress reports at least quarterly. Although the Agreement subsumes and supersedes the prior Administrative Services Agreement, the Tourism Promotion Services Agreement and associated obligations will remain in place subject to general provisions of this Agreement.

The proposed Ordinance provides for the approval of the Agreement. The District will independently consider approval of the Agreement.

Recommended Action: Approve this ordinance

Fund Name: N/a

Account Number: N/A

Available Budget : N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Kyser** ___ ___

M___ S___ **Lucas** ___ ___

Passed Failed

BILL NO. _____

ORDINANCE NO: _____

**AN ORDINANCE APPROVING A PROMOTIONAL SERVICES AGREEMENT;
AND PROVIDING FURTHER AUTHORITY.**

WHEREAS, Sections 70.210 through 70.320 of the Revised Statutes of Missouri, as amended, authorize Missouri municipalities to contract with any private person, firm, association, or corporation for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service, provided, that the subject and purposes of any such contract or cooperative action are within the scope of the powers of such municipality; and

WHEREAS, the Moberly Chamber of Commerce, Inc. (the “**Chamber**”) currently provides services for downtown Moberly pursuant to a certain Administrative Services Agreement dated December 28, 2018 by and among the Chamber, the Downtown Moberly Community Improvement District (the “**District**”) , and the City, and the District (the “**Marketing Agreement**”), and a certain Tourism Promotion Services Agreement last executed on January 4, 2022 by and between the City and the Chamber (the “**Tourism Agreement**”); and

WHEREAS, the City now wishes to consolidate and expand the various downtown services provided within the corporate limits of the District under the Marketing Agreement and the Tourism Agreement, to coordinate and improve service delivery by assigning new tasks to the Chamber related to collective promotions and special events planning, and to provide for the allocation of shared funding for such services, all as memorialized in a certain Promotional Services Agreement in substantially the form of **Exhibit A**, attached to and incorporated by reference in this Ordinance (the “**Agreement**”);

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

SECTION 1. The Agreement is hereby approved and the Mayor of the City is hereby authorized and directed to execute and deliver the Agreement on behalf of the City.

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

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

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

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri on this 2nd day of May, 2022.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk

EXHIBIT A

PROMOTIONAL SERVICES AGREEMENT

THIS PROMOTIONAL SERVICES AGREEMENT (this “**Agreement**”) is made and entered into this _____ day of _____, 2022 (the “**Effective Date**”), by and among the **DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**District**”); the **MOBERLY CHAMBER OF COMMERCE, INC.**, a Missouri not for profit corporation in good standing having a principal office at 211 West Reed Street, Moberly, Missouri 65270 (the “**Chamber**”); and the **CITY OF MOBERLY, MISSOURI**, a city of the third class and Missouri municipal corporation having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**City**” and, together with the District and the Chamber, the “**Parties**”).

RECITALS

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

B. The Chamber currently provides services for downtown Moberly to stimulate economic development, create a positive image of downtown, promote the downtown area, and improve the appearance of downtown pursuant to a certain Administrative Services Agreement dated December 28, 2018 by and among the Chamber, the City, and the District (the “**Marketing Agreement**”), and a certain Tourism Promotion Services Agreement last executed on January 4, 2022 by and between the City and the Chamber (the “**Tourism Agreement**”).

C. The Parties now wish to consolidate and expand the various downtown services provided within the corporate limits of the District under the Marketing Agreement and the Tourism Agreement, to coordinate and improve service delivery by assigning new tasks to the Chamber related to collective promotions and special events planning, and to provide for the allocation of shared funding for such services, all as memorialized in this Agreement.

AGREEMENT

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

1. Prior Agreements Terminated. The Marketing Agreement is hereby superseded and terminated as of the Effective Date and thereafter no Party shall have any further obligation to any other Party under the Marketing Agreement.

2. Chamber Responsible for Downtown Promotion and Marketing. As of the Effective Date the Chamber shall assume sole responsibility for all promotion and marketing efforts to be undertaken and implemented within the corporate limits of the District (“**Downtown**”) including, without limitation (i) special events planning, organizing and implementation; (ii) social media utilization and marketing (iii) coordinated District-wide promotions and advertising based upon and utilizing branded promotional materials and approaches previously approved by the District; and (iv) providing assistance and advice to individual business owners and operators in the utilization of marketing efforts including, without limitation, advertising and media purchases, all of which activities and undertakings shall be designed to create a positive image of Downtown, promote the Downtown area and downtown businesses, and improve the appearance of Downtown (collectively the “**Promotional Services**”).

(a) *Chamber to Develop and Submit Annual Marketing Program.* Within Forty-Five (45) days of the Effective Date and not later than January 31st in each subsequent year this Agreement remains in effect the Chamber shall prepare and deliver in written, tabular and graphic form for contemporaneous review and approval by the City and by the District a proposed schedule of events and undertakings in connection with each of the Promotional Services identified in this paragraph 2 (the “**Marketing Program**”) for the applicable calendar year which Marketing Program shall contain at minimum the events listed on Exhibit A, attached to and incorporated by reference in this Agreement; *provided that* with respect to semi-monthly “Farmers’ Market” events, Chamber responsibilities shall be limited to funding of and assistance with advertising and coordination with the Randolph County Health Department (or other third party) which shall assume all administrative responsibilities for “Farmers’ Market” events. The City and the District each agree in each case to review each such Marketing Program and schedule within Thirty (30) days of receipt and to offer suggestions and feedback, and finally approve such Marketing Program with such modifications as may be required by the District or the City; *provided that* in the event of a conflict in the suggested modifications offered by the City and by the District, the modifications offered by the City shall govern. Upon approval, each such Marketing Program shall be incorporated by reference in this Agreement.

(b) *Chamber to Undertake and Implement Approved Marketing Program and Schedule; Quarterly Reports.* In each year this Agreement remains in effect, the Chamber shall implement the applicable Marketing Program in accordance with the schedule as finally approved; *provided that* nothing in this Agreement shall require the Chamber in the performance of the tasks and duties imposed by this paragraph 2 to hire or contract with any personnel or utilize any resources other than those available to the Chamber in the normal course of its business activities, including state and national organization resources and materials and consulting advice normally available to the Chamber. At least quarterly in each year the Chamber shall provide written progress reports to the City and to the District identifying for such quarter special events planned and implemented; social media contacts obtained; promotions and advertising efforts; and assistance provided to individual business owners.

3. Chamber to Continue Tourism Promotion. In addition to the Promotional Services set forth in paragraph 2 of this Agreement, utilizing the Chamber’s “Tourism Promotion Specialist” or other similar staff person the Chamber will continue to provide each of the tourism promotion services as specified in the Tourism Agreement for the City including, without limitation

advertising, promotional information dissemination, preparation of an annual marketing and work plan, attendance at regular meetings of the Moberly Tourism Commission (collectively the “**Tourism Promotion Services**”); *provided that* the term of the Tourism Agreement shall be extended from year to year for a one year term, beginning on January 1 of the applicable year.

4. City and District to Provide Annual Funding; Sources of Funds. Subject to the terms of this paragraph 4 the District and the City hereby agree to make available annually, but only from the following sources to the Chamber the following amounts which amounts are deemed adequate to fully compensate the Chamber for the provision of the Promotional Services in accordance with paragraph 2 of this Agreement including, without limitation, in each such year all labor, supervision, administration, planning and research time and expense, materials, supplies, and all third-party purchased services:

City	\$ 21,000
District	\$ 4,000;

provided that amounts provided by the District shall be made available solely from revenues actually received by the District from the levy of the 1.0% sales and use tax upon taxable sales within the District, (the “**CID Sales Tax**”) approved by the registered voters of the District on May 23, 2017, all pursuant to the Community Improvement District Act, sections 67.1401 through 67.1571, inclusive, of the Revised Statutes of Missouri, as amended; and *provided further that* such amounts are at all times subject to the availability and sufficiency of amounts actually received by the District in respect of the CID Sales Tax.

(a) ***Timing of Amounts to be Provided Subject to Annual Appropriation.*** The foregoing amounts shall be provided by the respective Parties on an annual basis on or before January 3 of the applicable year, subject, to annual appropriation therefor by the Parties’ respective governing bodies and in accordance with Missouri law, and automatically renewed in each year by the Parties unless written notification of the intent not to continue funding is provided by the District or by the City to the other Parties not less than Ninety (90) days prior to the end of the applicable calendar year, (the “**Renewal Date**”) in which event this Agreement shall terminate and none of the Parties hereto shall have any further obligation to any other Party under this Agreement. In the event no such notification of intent is received prior to the Renewal Date the governing bodies of the respective Parties shall include the foregoing respective amounts in annual budgets and, subject to the limitations and conditions of this paragraph 4, shall in good faith consider the approval of the respective amounts.

(b) ***City to Independently Fund Tourism Promotion.*** In addition to the foregoing amounts, the City hereby agrees to make available annually, but solely from revenues actually received by the City from the City’s 4.0% Non-Resident Lodging Tax, subject to annual appropriation, the amount of \$85,200, payable in monthly installments of \$7,100, which amounts are deemed adequate to fully compensate the Chamber for the provision in each year of the Tourism Promotion Services in accordance with paragraph 3 of this Agreement including, without limitation, in each such year all labor, supervision, administration, research time and expense, materials, supplies, and all third party purchased services.

5. Additional Consideration. The Parties acknowledge that the Chamber has obtained an estimate from L&J Development, Inc. attached as Exhibit B to and incorporated by reference in this Agreement (the “**Cost Estimate**”) for interior and structural renovations to the Chamber’s offices at 211 West Reed Street in the total estimated amount of \$158,378.88 (collectively, the “**Chamber Improvements**”) which Chamber Improvements will increase the functionality of the Chamber and facilitate the promotion of the District. Accordingly, the City and the District each agree to contribute and reimburse the Chamber annually for a maximum period of Ten (10) years beginning on the Effective Date from lawfully available funds in the amounts of \$6,000 each (total \$12,000) subject to substantial completion of the Chamber Improvements as set forth on the Cost Estimate; *provided that* the Chamber shall be solely responsible for any cost overruns or increases in respect of the Chamber Improvements. As additional consideration for and as a material inducement to the City and the District to enter into this Agreement and provide the funds identified in this paragraph 5 and in paragraph 4 of this Agreement the Chamber hereby agrees to fund from the Chamber’s own resources the remainder of funds necessary to complete the Chamber Improvements in accordance with the Estimate and to fully complete the Chamber Improvements not later than June 30, 2023. The Parties acknowledge that the Chamber has previously made application and been granted a \$10,000 award (the “**PPI Award**”) under Round 7 of the District’s Private Property Improvement (“**PPI**”) program for repairs to and renovation of the Chamber’s offices at 211 West Reed Street. In consideration of the foregoing, the Chamber hereby agrees to waive and forego the PPI Award and to seek no additional City or District funds whether from the PPI program or otherwise in connection with the any of the Chamber Improvements or future improvements to the offices at 211 West Reed Street.

6. Release and Indemnification of District, City. The Chamber hereby releases the District and the City, and their respective officers, agents, employees, and attorneys acting hereunder from any and all claims, demands, actions, causes of action or other liabilities and/or damages, whether known or unknown, whether existing at law, by statute or in equity, arising in any way from this Agreement, amounts received or to be received by the Chamber hereunder, or any aspect of a programs contemplated under this Agreement and the Chamber further agrees to indemnify, defend and hold the District and the City each harmless from and against any and all injury, loss, damage or liability of any kind (or any claims in respect of the foregoing), costs, or expenses of any kind (including reasonable attorney’s fees and court costs) arising in any way from this Agreement, the Promotional Services or any aspect thereof, the Tourism Promotion Services or any aspect thereof undertaken pursuant to this Agreement, or any acts or omissions of the Chamber with, for, or on behalf of the City or the District.

7. Compliance with Section 285.530 of the Revised Statutes of Missouri. The Chamber shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the performance of services, tasks and duties imposed by this Agreement, all as required by section 285.530 of the Revised Statutes of Missouri, as amended. The Chamber shall execute and deliver to the District an affidavit in the form of Exhibit C, attached to and incorporated by reference in this Agreement, affirming that the Chamber does not knowingly employ any person who is an unauthorized alien in connection with the performance of services, tasks and duties imposed by this Agreement.

8. Breach and Compliance; Right to Cure; Remedies Not Exclusive. In the event of substantial non-compliance by any Party with the terms of this Agreement applicable to such Party, written notice of same may be delivered to the non-compliant Party by either of the remaining Parties, and, if the non-compliant Party shall not have corrected such substantial non-compliance within Forty-five (45) days after receipt of such notice (unless the time for such correction is further extended in writing by the noticing party or unless such correction reasonably requires more than 45 days to correct; *provided that*, the non-compliant Party diligently pursues such correction to satisfactory completion), each of the remaining Parties or both of them may institute such proceedings as may be necessary or desirable in the remaining Party or Parties' sole opinion(s) to cure and remedy such default including, without limitation, the remedy of specific performance. None of the foregoing remedies shall be exclusive of any other remedy specified in this paragraph 8 or otherwise available to the parties at law or in equity and any and all such remedies may be exercised individually, sequentially, collectively, or in the alternative, all at the exercising party's sole discretion.

9. Representations of the Parties.

(a) The Chamber hereby represents and warrants to the City and to the District, jointly and severally, that:

(i) The Chamber is skilled in the matters addressed in this Agreement as the Promotional Services and the Tourism Promotion Services and possesses, or will obtain at no additional cost to the City or the District, the personnel and professional expertise required to deliver the Promotional Services and the Tourism Promotion Services; and

(ii) The Chamber possesses or has access to (or will obtain at no additional cost to the City or the District) all technology, digital media, means of communication and information dissemination (including upgrades thereto) required in any year to deliver the Promotional Services and the Tourism Promotion Services.

(b) Each of the Parties hereby represents and warrants, jointly and severally, to the other Parties that:

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

(ii) Each Party has full power and authority to execute and deliver and perform the terms and obligations of this Agreement. Each Party has been authorized by all necessary action to execute and deliver this Agreement, which shall constitute the legal, valid and binding obligation of such Party, enforceable in accordance with its terms, subject to

applicable laws affecting cities, bankruptcy and other laws affecting creditors' rights generally and to general principles of equity; and

(iii) There are no actions or proceedings by or before any court, governmental commission, board, bureau, or any other administrative agency pending, threatened, or affecting any Party that would impair that Party's ability to perform under this Agreement.

All warranties, representations, and agreements of the parties contained in this paragraph 9 or elsewhere in this Agreement shall survive termination of this Agreement for any reason.

10. Term of Agreement. This Agreement shall remain in full force and effect for a period of One (1) year from the Effective Date and shall automatically renew for terms of One (1) year on the anniversary date of this Agreement; *provided that* notwithstanding the foregoing, this Agreement may be terminated by either the Chamber, the City or the District effective Thirty (30) days following receipt of written notice from the terminating party.

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

If to the District: Downtown Moberly Community Improvement District
101 West Reed Street
Moberly, Missouri 65270
Attention: Chair

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

If to the Chamber: Moberly Area Chamber of Commerce
211 West Reed Street
Moberly, Missouri 65270
Attention: Executive Director

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

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

or to such other persons as the parties may designate in writing from time to time in accordance with this paragraph 11 and all said notices shall be deemed given, as applicable, (a) upon hand delivery, (b) upon deposit with an overnight courier, or (c) upon deposit in the United States mail.

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

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

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

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

future of any such term, covenant or condition.

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

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

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

19. Assignment Limited. This Agreement may not be assigned in whole or in part by any party without prior written consent of each of the other Parties.

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

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

**DOWNTOWN MOBERLY COMMUNITY
IMPROVEMENT DISTRICT**
(the "District")

By: _____
Chair

ATTEST:

Secretary

**MOBERLY CHAMBER OF COMMERCE,
INC.**
(the “Chamber”)

By: _____
Executive Director

ATTEST:

Secretary

CITY OF MOBERLY, MISSOURI
(the “City”)

By: _____
Mayor

ATTEST:

Shannon Hance, City Clerk

EXHIBIT A

EVENTS SCHEDULE *

Date	Event	Location	Marketing	Janitorial Services	Entertainment	Additional Items	Total
May 4th	Street Food Throw Down	Fennel Complex	\$ 100.00	\$ 250.00	\$ 100.00		\$ 450.00
May	Farmers' Market (2 events)	Fennel Complex	\$ 200.00				\$ 200.00
June 1st	Street Food Throw Down	Fennel Complex	\$ 100.00	\$ 250.00	\$ 500.00		\$ 850.00
June	Farmers' Market (2 events)	Fennel Complex	\$ 200.00				\$ 200.00
June 10th	Car Cruise	Fennel Complex	\$ 100.00	\$ 250.00	\$ 1,000.00		\$1,350.00
June 15th - 18th	Railroad Days					\$1,000.00	\$1,000.00
July 6th	Street Food Throw Down	Fennel Complex	\$ 100.00	\$ 250.00			\$ 350.00
July	Farmers' Market (2 events)	Fennel Complex	\$ 200.00				\$ 200.00
July 15th	Car Cruise	Fennel Complex	\$ 100.00	\$ 250.00	\$ 1,000.00		\$1,350.00
August 3rd	Street Food Throw Down	Fennel Complex	\$ 100.00	\$ 250.00	\$ 600.00		\$ 950.00
August	Farmers' Market (2 events)	Fennel Complex	\$ 200.00				\$ 200.00
August 5th	Sidewalk Sale		\$ 100.00				\$ 100.00
August 12th	Car Cruise	Fennel Complex	\$ 100.00	\$ 250.00			\$ 350.00
September 7th	Street Food Throw Down	Fennel Complex	\$ 100.00	\$ 250.00	\$ 500.00		\$ 850.00
September	Farmers' Market (2 events)	Fennel Complex	\$ 200.00				\$ 200.00
September 17 & 18	Junk Junktion		\$ 1,000.00	\$1,000.00	\$ 2,000.00		\$ 4,000.00
October 5th	Street Food Throw Down	Fennel Complex	\$ 100.00	\$ 250.00	\$ 500.00		\$ 850.00
November 12th	Veterans Day Parade		\$ 400.00				\$ 400.00
December 3rd	Christmas Festival					\$7,000.00	\$ 7,000.00
							\$20,850.00

* Budget amounts shown above are estimates only; event dates are illustrative and may be adjusted annually as required.

EXHIBIT B

COST ESTIMATE

BUDGET COST ESTIMATE



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

Date: January 5, 2022

Project No. L&J # 7465

Project: Moberly Area Chamber of Commerce

Interior Remodel

211 W Reed St

Moberly, MO 65270

Materials Taxable: NO

1,900 Sq. Ft.

Description	Quantity	Unit	Division Sub-Totals	Notes:
1.000 General Conditions				
1.040 - Project Supervision	3	MTH		L & J Development - Working Superintendent
1.060 - Permits	1900	SF		City of Moberly - Building Permit
1.515 - Temporary Toilet	3	MTH		Apollo Porta Potty
1.700 - Clean-up				
Daily Cleaning	50	HR		L & J Development
Supplies	1	LS		
1.708 - Dumpster / Dump Fee				
20 Yrd. Dumpster	3	TRIP		Local Provider
1.900 - Small Consumables	1	LS		Consumable items not shown in specific line items below.
Division 1.000 General Conditions Total:			\$11,051.90	
2.200 Demolition				
2.220 - Demolition				
Tear out all interior finishes past office, all flooring	1	LS		L&J Development
Removal of back wall	1	LS		L&J Development
2.999 - Haz-Mat Abatement and Testing (By Owner)				If Suspicious Items are found
Division 2.200 Demolition Total:			\$10,450.00	
3.000 Concrete				
3.300 - S.O.G. System, Concrete				
Fill exterior stairs with gravel and pour a top 4" Conc., Reinf., Forming, VB & Labor	1	LS		Pour Cap over the Exterior Stairs
3.800 - Anchor Rods-for exterior walls				
Labor and material to install	1	LS		Repairs to the 2nd Floor - Floor Joists
Division 3.000 Concrete Total:			\$10,725.00	
6.000 Wood & Plastics				
6.100 - Misc. Wood Framing				
2x4x14', No.2	60	EA		Framing of new walls and of the pony walls to the 2nd Floor Floor Joists.
2x4x16', No.2	75	EA		
Fasteners & Adhesives	1	LS		
Labor to Frame	80	HR		L&J Development
6.410 - Cabinets				
Sub-Contract	1	LS		Lowe's in stock Cabinets for Bar Area
Labor to Erect	8	EA		L&J Development
6.412 - Cabinet Hardware				
3" Wire Pull Handles	1	LS		Lowe's in stock Handles
Labor to Install	2	HR		L&J Development
6.415 - Countertops				
Plastic Laminate Top	1	LS		Lowe's in stock Countertop
Labor to Erect Owner	2	HR		L&J Development
Division 6.000 Wood & Plastics Total:			\$8,042.17	

Description	Quantity	Unit	Division Sub-Totals	Notes:
7.000 Thermal & Moisture Protection				
R-13 Batt (Unfaced)	2000	SF		Insulation for Wood Exterior Walls
R-13 Batt (Unfaced) Steel Studs	1500	SF		Insulation for Metal Stud Interior Walls
R-30 Batt (Unfaced)	1600	SF		Ceiling insulation for above the Meeting Area
Case of spray glue	0.5	LS		
Labor to Install	80	HR		L & J Development
7.460 - Siding				
Fiber Cement Siding - Lap Siding	3	SQ		Siding for Back Wall
Labor to Install	3	SQ		Labor to install
7.650 - Gutters & Downspouts				
Gutter 6"	30	LF		Economy Metals
Downspout	30	LF		
Division 7.000 Thermal & Moisture Protection Total:			\$9,046.84	
8.000 Doors & Windows				
8.100 - Hollow Metal Doors & Frames				
IHM-1 Door, Insulated HM, 18 Ga./90 min. Primed	1	EA		New Metal Door and Frame for Entry to Alley
HM-1 Frame (Exterior) 16 Ga. Welded, Primed	1	EA		
HM-3 Frame (Interior) 16 Ga. Knock-Down, Primed	9	EA		New Interior Metal Door Frames
Labor to Install	12	HR		L&J Development
8.250 - Interior Wood Doors				
SCWD-2 30x70 - plain sliced birch	9	EA		New Interior Solid Core Doors
Labor to Install	12	HR		L&J Development
8.400 - Alumn. Entrances & Storefront				
Sub-Contract-bend metal to hide gaps in glass	1	LS		JB's Glass and Tint
8.710 - Door Hardware				
LO-1 Lockset - Cylinder, Keyed / Thumb Operator	1	EA		Negwer Doors
LO-2 Lockset - Entrance/Office	1	EA		
LO-3 Lockset - Storeroom	2	EA		
LO-4 Lockset - Passage	3	EA		
LO-5 Lockset - Privacy	2	EA		
LO-9 Lockset - SIMPLEX	1	EA		
H-1 Hinges (Exterior)	30	EA		
CL-1 Closer - Negwer	4	EA		
TH-2 Threshold, 1/2"x5"x42"	1	EA		
ST-1 Door Stop, Wall Mount	7	EA		
SW-1 Sweeps, 36"	1	EA		
OT-2 Peep Hole, 160 degree view	1	EA		
Labor to Install	16	HR		L&J Development
Division 8.000 Doors & Windows Total:			\$8,177.38	
9.000 Finishes				
9.100 - Metal Stud Framing				
3 5/8", 20 ga.x 9' Metal Stud	80	EA		Negwer Materials
3 5/8", 20 ga.x 12' Metal Stud	10	EA		Interior Wall Framing
3 5/8", 20 ga.x 16' Metal Stud	80	EA		
3 5/8", 20 ga. Track (10' Pieces)	400	LF		
3 5/8", 20 ga. Slip Track (Slotted) (10' Pieces)	50	LF		
6", 20 ga.x 9' Metal Stud	10	EA		
6", 20 ga. Track (10' Pieces)	20	LF		
Fasteners	1	LS		
Labor to frame	80	HR		L & J Development
9.200 - Drywall				
5/8" Type X Gypsum	4550	SF		Negwer Materials
Fasteners	1	LS		
Labor and material to hang and finish	4550	SF		L & J Development
9.510 - Accoustical Ceilings				
2x2 Square edge Lay In	1900	SF		L & J Development

Description	Quantity	Unit	Division Sub-Totals	Notes:
9.650 - LVT				
Sub-Contract	1200	SF		L & J Development
				Labor and Materials Allowance of \$7,920.00
9.651 - Rubber Base				
4" High Johnsonite	500	LF		L & J Development
				Labor and Materials Allowance of \$1,375.00
9.680 - Carpet				
Carpet Allowance	85	SY		L&J Development
				Labor and Materials Allowance of \$2,337.50
9.720 - Wall Coverings-Wains coat to cover holes from anchoring	1	LS		Wainscotting in the Front Entry to cover the holes in drywall for Wall Anchors
9.900 - Painting & Staining				
Paint Interior Walls (Drywall)	5350	SF		L & J Development
Paint Exterior Doors and Frames	1	EA		
Paint/Stain Interior Doors & Frames	9	EA		
Division 9.000 Finishes Total:			\$41,090.61	
10.000 Specialties				
10.800 - Toilet Accessories				
TA-1, 18" Grab Bar	2	EA		HD Supply Solutions
TA-2, 36" Grab Bar	2	EA		
TA-3, 48" Grab Bar	2	EA		
TA-6, Dual, Surface Mount Toilet Paper Disp.	2	EA		
TA-9, Surface Mount Soap Disp.	2	EA		
TA-13, Surface Mount Paper Towel Disp.	2	EA		
TA-21, Mirror - 24" x 36"	2	EA		
OT-3, ADA Restroom Sign - (Men)	1	EA		
OT-4, ADA Restroom Sign - (Women)	1	EA		
Labor to Install	6	HR		L&J Development
Division 10.000 Specialties Total:			\$1,054.99	
12.000 Furnishings				
12.200 - Appliances				Not in Contract
Division 12.000 Furnishings Total:			\$0.00	
14.000 Conveying				
14.200 - Elevators				
2-Floor, 48"x48"x72"	1	LS		Allowance for the Freight Elevator/Lift
Division 14.000 Conveying Total:			\$11,000.00	
15.000 Mechanical				
15.100 - Plumbing				
Sub-Contract	1	LS		Magic City Plumbing
15.410 - Plumbing Fixtures	1	LS		Plumb Supply
15.700 - HVAC				
Sub-Contract	1	LS		Kenny Naurth - 96% Efficient Furance
Damper-Zoned System to control Conference Room separate from offices				14 Seer AC
Division 15.000 Mechanical Total:			\$30,690.00	
16.000 Electrical				
16.100 - Electrical				
Sub-Contract	1	LS		Change Out Service & Panel and Wire new Section of Building
16.150 - Electrical Fixtures	1	LS		New LED Fixtures - Rebate are Available from Ameren UE
Division 16.000 Electrical Total:			\$17,050.00	
Total of this Estimate:			\$158,378.88	
Price per SF:			\$83.36	

EXHIBIT C

STATE OF MISSOURI)
) SS.
 COUNTY OF RANDOLPH)

AFFIDAVIT

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

I am a duly authorized officer of MOBERLY CHAMBER OF COMMERCE, INC., a non-profit corporation duly organized and existing in good standing under the laws of the State of Missouri (the “*Company*”) and am authorized by the Company to attest to the matters set forth in this Affidavit.

I hereby affirm the Company's enrollment and participation in a “federal work authorization program” as defined in section 285.525 *of the Revised Statutes of Missouri, as amended*, with respect to the employees working in connection with the work to be performed by the Company pursuant to that certain Promotional Services Agreement dated as of _____, 2022 by and among the City of Moberly, the Downtown Moberly Community Improvement District, and the Company.

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

Further Affiant Sayeth Not.

MOBERLY CHAMBER OF COMMERCE,
INC.

By: _____

Printed name: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2022.

Notary Public

My commission expires:

PROMOTIONAL SERVICES AGREEMENT

THIS PROMOTIONAL SERVICES AGREEMENT (this “**Agreement**”) is made and entered into this _____ day of _____, 2022 (the “**Effective Date**”), by and among the **DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**District**”); the **MOBERLY CHAMBER OF COMMERCE, INC.**, a Missouri not for profit corporation in good standing having a principal office at 211 West Reed Street, Moberly, Missouri 65270 (the “**Chamber**”); and the **CITY OF MOBERLY, MISSOURI**, a city of the third class and Missouri municipal corporation having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**City**” and, together with the District and the Chamber, the “**Parties**”).

RECITALS

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

B. The Chamber currently provides services for downtown Moberly to stimulate economic development, create a positive image of downtown, promote the downtown area, and improve the appearance of downtown pursuant to a certain Administrative Services Agreement dated December 28, 2018 by and among the Chamber, the City, and the District (the “**Marketing Agreement**”), and a certain Tourism Promotion Services Agreement last executed on January 4, 2022 by and between the City and the Chamber (the “**Tourism Agreement**”).

C. The Parties now wish to consolidate and expand the various downtown services provided within the corporate limits of the District under the Marketing Agreement and the Tourism Agreement, to coordinate and improve service delivery by assigning new tasks to the Chamber related to collective promotions and special events planning, and to provide for the allocation of shared funding for such services, all as memorialized in this Agreement.

AGREEMENT

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

1. Prior Agreements Terminated. The Marketing Agreement is hereby superseded and terminated as of the Effective Date and thereafter no Party shall have any further obligation to any other Party under the Marketing Agreement.

2. Chamber Responsible for Downtown Promotion and Marketing. As of the Effective Date the Chamber shall assume sole responsibility for all promotion and marketing efforts to be undertaken and implemented within the corporate limits of the District (“**Downtown**”) including,

without limitation (i) special events planning, organizing and implementation; (ii) social media utilization and marketing (iii) coordinated District-wide promotions and advertising based upon and utilizing branded promotional materials and approaches previously approved by the District; and (iv) providing assistance and advice to individual business owners and operators in the utilization of marketing efforts including, without limitation, advertising and media purchases, all of which activities and undertakings shall be designed to create a positive image of Downtown, promote the Downtown area and downtown businesses, and improve the appearance of Downtown (collectively the “**Promotional Services**”).

(a) ***Chamber to Develop and Submit Annual Marketing Program.*** Within Forty-Five (45) days of the Effective Date and not later than January 31st in each subsequent year this Agreement remains in effect the Chamber shall prepare and deliver in written, tabular and graphic form for contemporaneous review and approval by the City and by the District a proposed schedule of events and undertakings in connection with each of the Promotional Services identified in this paragraph 2 (the “**Marketing Program**”) for the applicable calendar year which Marketing Program shall contain at minimum the events listed on Exhibit A, attached to and incorporated by reference in this Agreement; *provided that* with respect to semi-monthly “Farmers’ Market” events, Chamber responsibilities shall be limited to funding of and assistance with advertising and coordination with the Randolph County Health Department (or other third party) which shall assume all administrative responsibilities for “Farmers’ Market” events. The City and the District each agree in each case to review each such Marketing Program and schedule within Thirty (30) days of receipt and to offer suggestions and feedback, and finally approve such Marketing Program with such modifications as may be required by the District or the City; *provided that* in the event of a conflict in the suggested modifications offered by the City and by the District, the modifications offered by the City shall govern. Upon approval, each such Marketing Program shall be incorporated by reference in this Agreement.

(b) ***Chamber to Undertake and Implement Approved Marketing Program and Schedule; Quarterly Reports.*** In each year this Agreement remains in effect, the Chamber shall implement the applicable Marketing Program in accordance with the schedule as finally approved; *provided that* nothing in this Agreement shall require the Chamber in the performance of the tasks and duties imposed by this paragraph 2 to hire or contract with any personnel or utilize any resources other than those available to the Chamber in the normal course of its business activities, including state and national organization resources and materials and consulting advice normally available to the Chamber. At least quarterly in each year the Chamber shall provide written progress reports to the City and to the District identifying for such quarter special events planned and implemented; social media contacts obtained; promotions and advertising efforts; and assistance provided to individual business owners.

3. **Chamber to Continue Tourism Promotion.** In addition to the Promotional Services set forth in paragraph 2 of this Agreement, utilizing the Chamber’s “Tourism Promotion Specialist” or other similar staff person the Chamber will continue to provide each of the tourism promotion services as specified in the Tourism Agreement for the City including, without limitation advertising, promotional information dissemination, preparation of an annual marketing and work plan, attendance at regular meetings of the Moberly Tourism Commission (collectively the “**Tourism Promotion Services**”); *provided that* the term of the Tourism Agreement shall be extended from year to year for a one year term, beginning on January 1 of the applicable year.

4. City and District to Provide Annual Funding; Sources of Funds. Subject to the terms of this paragraph 4 the District and the City hereby agree to make available annually, but only from the following sources to the Chamber the following amounts which amounts are deemed adequate to fully compensate the Chamber for the provision of the Promotional Services in accordance with paragraph 2 of this Agreement including, without limitation, in each such year all labor, supervision, administration, planning and research time and expense, materials, supplies, and all third-party purchased services:

City	\$ 21,000
District	\$ 4,000;

provided that amounts provided by the District shall be made available solely from revenues actually received by the District from the levy of the 1.0% sales and use tax upon taxable sales within the District, (the “**CID Sales Tax**”) approved by the registered voters of the District on May 23, 2017, all pursuant to the Community Improvement District Act, sections 67.1401 through 67.1571, inclusive, of the Revised Statutes of Missouri, as amended; and *provided further that* such amounts are at all times subject to the availability and sufficiency of amounts actually received by the District in respect of the CID Sales Tax.

(a) ***Timing of Amounts to be Provided Subject to Annual Appropriation.*** The foregoing amounts shall be provided by the respective Parties on an annual basis on or before January 3 of the applicable year, subject, to annual appropriation therefor by the Parties’ respective governing bodies and in accordance with Missouri law, and automatically renewed in each year by the Parties unless written notification of the intent not to continue funding is provided by the District or by the City to the other Parties not less than Ninety (90) days prior to the end of the applicable calendar year, (the “**Renewal Date**”) in which event this Agreement shall terminate and none of the Parties hereto shall have any further obligation to any other Party under this Agreement. In the event no such notification of intent is received prior to the Renewal Date the governing bodies of the respective Parties shall include the foregoing respective amounts in annual budgets and, subject to the limitations and conditions of this paragraph 4, shall in good faith consider the approval of the respective amounts.

(b) ***City to Independently Fund Tourism Promotion.*** In addition to the foregoing amounts, the City hereby agrees to make available annually, but solely from revenues actually received by the City from the City’s 4.0% Non-Resident Lodging Tax, subject to annual appropriation, the amount of \$85,200, payable in monthly installments of \$7,100, which amounts are deemed adequate to fully compensate the Chamber for the provision in each year of the Tourism Promotion Services in accordance with paragraph 3 of this Agreement including, without limitation, in each such year all labor, supervision, administration, research time and expense, materials, supplies, and all third party purchased services.

5. Additional Consideration. The Parties acknowledge that the Chamber has obtained an estimate from L&J Development, Inc. attached as Exhibit B to and incorporated by reference in this Agreement (the “**Cost Estimate**”) for interior and structural renovations to the Chamber’s offices at 211 West Reed Street in the total estimated amount of \$158,378.88 (collectively, the “**Chamber Improvements**”) which Chamber Improvements will increase the functionality of the

Chamber and facilitate the promotion of the District. Accordingly, the City and the District each agree to contribute and reimburse the Chamber annually for a maximum period of Ten (10) years beginning on the Effective Date from lawfully available funds in the amounts of \$6,000 each (total \$12,000) subject to substantial completion of the Chamber Improvements as set forth on the Cost Estimate; *provided that* the Chamber shall be solely responsible for any cost overruns or increases in respect of the Chamber Improvements. As additional consideration for and as a material inducement to the City and the District to enter into this Agreement and provide the funds identified in this paragraph 5 and in paragraph 4 of this Agreement the Chamber hereby agrees to fund from the Chamber's own resources the remainder of funds necessary to complete the Chamber Improvements in accordance with the Estimate and to fully complete the Chamber Improvements not later than June 30, 2023. The Parties acknowledge that the Chamber has previously made application and been granted a \$10,000 award (the "**PPI Award**") under Round 7 of the District's Private Property Improvement ("**PPI**") program for repairs to and renovation of the Chamber's offices at 211 West Reed Street. In consideration of the foregoing, the Chamber hereby agrees to waive and forego the PPI Award and to seek no additional City or District funds whether from the PPI program or otherwise in connection with the any of the Chamber Improvements or future improvements to the offices at 211 West Reed Street.

6. Release and Indemnification of District, City. The Chamber hereby releases the District and the City, and their respective officers, agents, employees, and attorneys acting hereunder from any and all claims, demands, actions, causes of action or other liabilities and/or damages, whether known or unknown, whether existing at law, by statute or in equity, arising in any way from this Agreement, amounts received or to be received by the Chamber hereunder, or any aspect of a programs contemplated under this Agreement and the Chamber further agrees to indemnify, defend and hold the District and the City each harmless from and against any and all injury, loss, damage or liability of any kind (or any claims in respect of the foregoing), costs, or expenses of any kind (including reasonable attorney's fees and court costs) arising in any way from this Agreement, the Promotional Services or any aspect thereof, the Tourism Promotion Services or any aspect thereof undertaken pursuant to this Agreement, or any acts or omissions of the Chamber with, for, or on behalf of the City or the District.

7. Compliance with Section 285.530 of the Revised Statutes of Missouri. The Chamber shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the performance of services, tasks and duties imposed by this Agreement, all as required by section 285.530 of the Revised Statutes of Missouri, as amended. The Chamber shall execute and deliver to the District an affidavit in the form of Exhibit C, attached to and incorporated by reference in this Agreement, affirming that the Chamber does not knowingly employ any person who is an unauthorized alien in connection with the performance of services, tasks and duties imposed by this Agreement.

8. Breach and Compliance; Right to Cure; Remedies Not Exclusive. In the event of substantial non-compliance by any Party with the terms of this Agreement applicable to such Party, written notice of same may be delivered to the non-compliant Party by either of the remaining Parties, and, if the non-compliant Party shall not have corrected such substantial non-compliance within Forty-five (45) days after receipt of such notice (unless the time for such correction is further extended in; writing by the noticing party or unless such correction reasonably requires

more than 45 days to correct; *provided that*, the non-compliant Party diligently pursues such correction to satisfactory completion), each of the remaining Parties or both of them may institute such proceedings as may be necessary or desirable in the remaining Party or Parties' sole opinion(s) to cure and remedy such default including, without limitation, the remedy of specific performance. None of the foregoing remedies shall be exclusive of any other remedy specified in this paragraph 8 or otherwise available to the parties at law or in equity and any and all such remedies may be exercised individually, sequentially, collectively, or in the alternative, all at the exercising party's sole discretion.

9. Representations of the Parties.

(a) The Chamber hereby represents and warrants to the City and to the District , jointly and severally, that:

(i) The Chamber is skilled in the matters addressed in this Agreement as the Promotional Services and the Tourism Promotion Services and possesses, or will obtain at no additional cost to the City or the District, the personnel and professional expertise required to deliver the Promotional Services and the Tourism Promotion Services; and

(ii) The Chamber possesses or has access to (or will obtain at no additional cost to the City or the District) all technology, digital media, means of communication and information dissemination (including upgrades thereto) required in any year to deliver the Promotional Services and the Tourism Promotion Services.

(b) Each of the Parties hereby represents and warrants, jointly and severally, to the other Parties that:

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

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

(iii) There are no actions or proceedings by or before any court, governmental commission, board, bureau, or any other administrative agency pending, threatened, or affecting any Party that would impair that Party's ability to perform under this Agreement.

All warranties, representations, and agreements of the parties contained in this paragraph 9 or elsewhere in this Agreement shall survive termination of this Agreement for any reason.

10. Term of Agreement. This Agreement shall remain in full force and effect for a period of One (1) year from the Effective Date and shall automatically renew for terms of One (1) year on the anniversary date of this Agreement; *provided that* notwithstanding the foregoing, this Agreement may be terminated by either the Chamber, the City or the District effective Thirty (30) days following receipt of written notice from the terminating party.

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

If to the District: Downtown Moberly Community Improvement District
 101 West Reed Street
 Moberly, Missouri 65270
 Attention: Chair

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

If to the Chamber: Moberly Area Chamber of Commerce
 211 West Reed Street
 Moberly, Missouri 65270
 Attention: Executive Director

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

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

or to such other persons as the parties may designate in writing from time to time in accordance with this paragraph 11 and all said notices shall be deemed given, as applicable, (a) upon hand delivery, (b) upon deposit with an overnight courier, or (c) upon deposit in the United States mail.

12. Survival; Severability. Any provisions of this Agreement that by their terms provide for or contemplate obligations or duties of a Party that are to extend beyond the expiration or termination of this Agreement (and the corresponding rights of the other Parties to enforce or receive the benefit of such obligations or duties) shall survive such expiration or termination of

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

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

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

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

16. No Waiver of Sovereign Immunity; Public Liability Strictly Limited; No Personal Liability. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the District's or of the City's sovereign immunity. The parties hereto agree that in no event shall the District or the City, or any of their respective officials, officers, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to any other Party or any affiliate, assignee, sublessee, successor, assign, heir or personal representative of such Party in respect of any suit, claim, or cause of action arising out of this Agreement. No official, officer,

agent, attorney, employee, or representative of the District or of the City shall be personally liable to any other Party or the assignees, sublessees, successors, assigns, heirs or personal representatives of such Party in the event of any default or breach by any Party under this Agreement, or for any amount which may become due to any Party or on any obligations under the terms of this Agreement.

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

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

19. Assignment Limited. This Agreement may not be assigned in whole or in part by any party without prior written consent of each of the other Parties.

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

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

**DOWNTOWN MOBERLY COMMUNITY
IMPROVEMENT DISTRICT**
(the "District")

By: _____
Chair

ATTEST:

Secretary

**MOBERLY CHAMBER OF COMMERCE,
INC.**
(the “Chamber”)

By: _____
Executive Director

ATTEST:

Secretary

CITY OF MOBERLY, MISSOURI
(the “City”)

By: _____
Mayor

ATTEST:

Shannon Hance, City Clerk

EXHIBIT A

EVENTS SCHEDULE *

Date	Event	Location	Marketing	Janitorial Services	Entertainment	Additional Items	Total
May 4th	Street Food Throw Down	Fennel Complex	\$ 100.00	\$ 250.00	\$ 100.00		\$ 450.00
May	Farmers' Market)	Fennel Complex	\$ 200.00				\$ 200.00
June 1st	Street Food Throw Down	Fennel Complex	\$ 100.00	\$ 250.00	\$ 500.00		\$ 850.00
June	Farmers' Market (2 events)	Fennel Complex	\$ 200.00				\$ 200.00
June 10th	Car Cruise	Fennel Complex	\$ 100.00	\$ 250.00	\$ 1,000.00		\$1,350.00
June 15th - 18th	Railroad Days					\$1,000.00	\$1,000.00
July 6th	Street Food Throw Down	Fennel Complex	\$ 100.00	\$ 250.00			\$ 350.00
July	Farmers' Market (2 events)	Fennel Complex	\$ 200.00				\$ 200.00
July 15th	Car Cruise	Fennel Complex	\$ 100.00	\$ 250.00	\$ 1,000.00		\$1,350.00
August 3rd	Street Food Throw Down	Fennel Complex	\$ 100.00	\$ 250.00	\$ 600.00		\$ 950.00
August	Farmers' Market (2 events)	Fennel Complex	\$ 200.00				\$ 200.00
August 5th	Sidewalk Sale		\$ 100.00				\$ 100.00
August 12th	Car Cruise	Fennel Complex	\$ 100.00	\$ 250.00			\$ 350.00
September 7th	Street Food Throw Down	Fennel Complex	\$ 100.00	\$ 250.00	\$ 500.00		\$ 850.00
September	Farmers' Market (3 events)	Fennel Complex	\$ 200.00				\$ 200.00
September 17 & 18	Junk Junktion		\$ 1,000.00	\$1,000.00	\$ 2,000.00		\$ 4,000.00
October 5th	Street Food Throw Down	Fennel Complex	\$ 100.00	\$ 250.00	\$ 500.00		\$ 850.00
November 12th	Veterans Day Parade		\$ 400.00				\$ 400.00
December 3rd	Christmas Festival					\$7,000.00	\$ 7,000.00
							\$20,850.00

* Budget amounts shown above are estimates only; event dates are illustrative and may be adjusted annually as required.

EXHIBIT B

COST ESTIMATE

BUDGET COST ESTIMATE



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

Date: January 5, 2022

Project No. L&J # 7465

Project: Moberly Area Chamber of Commerce

Interior Remodel

211 W Reed St

Moberly, MO 65270

Materials Taxable: NO

1,900 Sq. Ft.

Description	Quantity	Unit	Division Sub-Totals	Notes:
1.000 General Conditions				
1.040 - Project Supervision	3	MTH		L & J Development - Working Superintendent
1.060 - Permits	1900	SF		City of Moberly - Building Permit
1.515 - Temporary Toilet	3	MTH		Apollo Porta Potty
1.700 - Clean-up				
Daily Cleaning	50	HR		L & J Development
Supplies	1	LS		
1.708 - Dumpster / Dump Fee				
20 Yrd. Dumpster	3	TRIP		Local Provider
1.900 - Small Consumables	1	LS		Consumable items not shown in specific line items below.
Division 1.000 General Conditions Total:			\$11,051.90	
2.200 Demolition				
2.220 - Demolition				
Tear out all interior finishes past office, all flooring	1	LS		L&J Development
Removal of back wall	1	LS		L&J Development
2.999 - Haz-Mat Abatement and Testing (By Owner)				If Suspicious Items are found
Division 2.200 Demolition Total:			\$10,450.00	
3.000 Concrete				
3.300 - S.O.G. System, Concrete				
Fill exterior stairs with gravel and pour a top	1	LS		Pour Cap over the Exterior Stairs
4" Conc., Reinf., Forming, VB & Labor				
3.800 - Anchor Rods-for exterior walls				
Labor and material to install	1	LS		Repairs to the 2nd Floor - Floor Joists
Division 3.000 Concrete Total:			\$10,725.00	
6.000 Wood & Plastics				
6.100 - Misc. Wood Framing				
2x4x14', No.2	60	EA		Framing of new walls and of the pony walls to the
2x4x16', No.2	75	EA		2nd Floor Floor Joists.
Fasteners & Adhesives	1	LS		
Labor to Frame	80	HR		L&J Development
6.410 - Cabinets				
Sub-Contract	1	LS		Lowe's in stock Cabinets for Bar Area
Labor to Erect	8	EA		L&J Development
6.412 - Cabinet Hardware				
3" Wire Pull Handles	1	LS		Lowe's in stock Handles
Labor to Install	2	HR		L&J Development
6.415 - Countertops				
Plastic Laminate Top	1	LS		Lowe's in stock Countertop
Labor to Erect Owner	2	HR		L&J Development
Division 6.000 Wood & Plastics Total:			\$8,042.17	

Description	Quantity	Unit	Division Sub-Totals	Notes:
7.000 Thermal & Moisture Protection				
R-13 Batt (Unfaced)	2000	SF		Insulation for Wood Exterior Walls
R-13 Batt (Unfaced) Steel Studs	1500	SF		Insulation for Metal Stud Interior Walls
R-30 Batt (Unfaced)	1600	SF		Ceiling insulation for above the Meeting Area
Case of spray glue	0.5	LS		
Labor to Install	80	HR		L & J Development
7.460 - Siding				
Fiber Cement Siding - Lap Siding	3	SQ		Siding for Back Wall
Labor to Install	3	SQ		Labor to install
7.650 - Gutters & Downspouts				
Gutter 6"	30	LF		Economy Metals
Downspout	30	LF		
Division 7.000 Thermal & Moisture Protection Total:			\$9,046.84	
8.000 Doors & Windows				
8.100 - Hollow Metal Doors & Frames				
IHM-1 Door, Insulated HM, 18 Ga./90 min. Primed	1	EA		New Metal Door and Frame for Entry to Alley
HM-1 Frame (Exterior) 16 Ga. Welded, Primed	1	EA		
HM-3 Frame (Interior) 16 Ga. Knock-Down, Primed	9	EA		New Interior Metal Door Frames
Labor to Install	12	HR		L&J Development
8.250 - Interior Wood Doors				
SCWD-2 30x70 - plain sliced birch	9	EA		New Interior Solid Core Doors
Labor to Install	12	HR		L&J Development
8.400 - Alumn. Entrances & Storefront				
Sub-Contract-bend metal to hide gaps in glass	1	LS		JB's Glass and Tint
8.710 - Door Hardware				
LO-1 Lockset - Cylinder, Keyed / Thumb Operator	1	EA		Negwer Doors
LO-2 Lockset - Entrance/Office	1	EA		
LO-3 Lockset - Storeroom	2	EA		
LO-4 Lockset - Passage	3	EA		
LO-5 Lockset - Privacy	2	EA		
LO-9 Lockset - SIMPLEX	1	EA		
H-1 Hinges (Exterior)	30	EA		
CL-1 Closer - Negwer	4	EA		
TH-2 Threshold, 1/2"x5"x42"	1	EA		
ST-1 Door Stop, Wall Mount	7	EA		
SW-1 Sweeps, 36"	1	EA		
OT-2 Peep Hole, 160 degree view	1	EA		
Labor to Install	16	HR		L&J Development
Division 8.000 Doors & Windows Total:			\$8,177.38	
9.000 Finishes				
9.100 - Metal Stud Framing				Negwer Materials
3 5/8", 20 ga.x 9' Metal Stud	80	EA		Interior Wall Framing
3 5/8", 20 ga.x 12' Metal Stud	10	EA		
3 5/8", 20 ga.x 16' Metal Stud	80	EA		
3 5/8", 20 ga. Track (10' Pieces)	400	LF		
3 5/8", 20 ga. Slip Track (Slotted) (10' Pieces)	50	LF		
6", 20 ga.x 9' Metal Stud	10	EA		
6", 20 ga. Track (10' Pieces)	20	LF		
Fasteners	1	LS		
Labor to frame	80	HR		L & J Development
9.200 - Drywall				
5/8" Type X Gypsum	4550	SF		Negwer Materials
Fasteners	1	LS		
Labor and material to hang and finish	4550	SF		L & J Development
9.510 - Accoustical Ceilings				
2x2 Square edge Lay In	1900	SF		L & J Development

Description	Quantity	Unit	Division Sub-Totals	Notes:
9.650 - LVT				
Sub-Contract	1200	SF		L & J Development
				Labor and Materials Allowance of \$7,920.00
9.651 - Rubber Base				
4" High Johnsonite	500	LF		L & J Development
				Labor and Materials Allowance of \$1,375.00
9.680 - Carpet				
Carpet Allowance	85	SY		L&J Development
				Labor and Materials Allowance of \$2,337.50
9.720 - Wall Coverings-Wains coat to cover holes from anchoring	1	LS		Wainscotting in the Front Entry to cover the holes in drywall for Wall Anchors
9.900 - Painting & Staining				
Paint Interior Walls (Drywall)	5350	SF		L & J Development
Paint Exterior Doors and Frames	1	EA		
Paint/Stain Interior Doors & Frames	9	EA		
Division 9.000 Finishes Total:			\$41,090.61	
10.000 Specialties				
10.800 - Toilet Accessories				
TA-1, 18" Grab Bar	2	EA		HD Supply Solutions
TA-2, 36" Grab Bar	2	EA		
TA-3, 48" Grab Bar	2	EA		
TA-6, Dual, Surface Mount Toilet Paper Disp.	2	EA		
TA-9, Surface Mount Soap Disp.	2	EA		
TA-13, Surface Mount Paper Towel Disp.	2	EA		
TA-21, Mirror - 24" x 36"	2	EA		
OT-3, ADA Restroom Sign - (Men)	1	EA		
OT-4, ADA Restroom Sign - (Women)	1	EA		
Labor to Install	6	HR		L&J Development
Division 10.000 Specialties Total:			\$1,054.99	
12.000 Furnishings				
12.200 - Appliances				Not in Contract
Division 12.000 Furnishings Total:			\$0.00	
14.000 Conveying				
14.200 - Elevators				
2-Floor, 48"x48"x72"	1	LS		Allowance for the Freight Elevator/Lift
Division 14.000 Conveying Total:			\$11,000.00	
15.000 Mechanical				
15.100 - Plumbing				
Sub-Contract	1	LS		Magic City Plumbing
15.410 - Plumbing Fixtures	1	LS		Plumb Supply
15.700 - HVAC				
Sub-Contract	1	LS		Kenny Naurth - 96% Efficient Furance
Damper-Zoned System to control Conference Room separate from offices				14 Seer AC
Division 15.000 Mechanical Total:			\$30,690.00	
16.000 Electrical				
16.100 - Electrical				
Sub-Contract	1	LS		Change Out Service & Panel and Wire new Section of Building
16.150 - Electrical Fixtures	1	LS		New LED Fixtures - Rebate are Available from Ameren UE
Division 16.000 Electrical Total:			\$17,050.00	
Total of this Estimate:			\$158,378.88	
Price per SF:			\$83.36	

EXHIBIT C

STATE OF MISSOURI)
) SS.
 COUNTY OF RANDOLPH)

AFFIDAVIT

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

I am a duly authorized officer of MOBERLY CHAMBER OF COMMERCE, INC., a non-profit corporation duly organized and existing in good standing under the laws of the State of Missouri (the “*Company*”) and am authorized by the Company to attest to the matters set forth in this Affidavit.

I hereby affirm the Company's enrollment and participation in a “federal work authorization program” as defined in section 285.525 of the Revised Statutes of Missouri, as amended, with respect to the employees working in connection with the work to be performed by the Company pursuant to that certain Promotional Services Agreement dated as of _____, 2022 by and among the City of Moberly, the Downtown Moberly Community Improvement District, and the Company.

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

Further Affiant Sayeth Not.

**MOBERLY CHAMBER OF COMMERCE,
INC.**

By: _____

Printed name: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2022.

Notary Public

My commission expires:

City of Moberly City Council Agenda Summary

Agenda Number: _____

#18.

Department: Administration

Date: May 2, 2022

Agenda Item: An Ordinance Approving an Intergovernmental Cooperation Agreement for the Operation of a Farmers' Market at the Fennel Complex; and Providing Further Authority (the "Ordinance").

Summary: As part of a downtown revitalization strategy, the City of Moberly (the "City") with the support of the Downtown Moberly Community Improvement District (the "District") has acquired the fee interest in the "Fennel Complex," a series of long vacant commercial structures situated at Clark and Coates Streets and consisting of the Fennel Building, an 8,500 square foot, two story structure; the former Pro Auto Building, a 5,000 square foot, single story structure; and portions of a building formerly serving as the J. T. Cross Lumberyard.

The City intends to improve and offer for rentals to public and private entities a certain portion of the Fennel Complex consisting of the open-air northern half of the Fennel Complex (the "Events Space") as a public events venue. Among other things, the City contemplates the Events Space as the venue for a seasonal farmers' market.

The Randolph County Health Department (the "Department") has expressed willingness to undertake and operate such a seasonal farmers' market, all subject to and in accordance with the terms and conditions of a certain Intergovernmental Cooperation Agreement in substantially the form attached to and incorporated by reference in the Ordinance (the "Agreement"). Under the Agreement, the City will waive customary rentals for the Event Space and that the District provide one time assistance for promotional expenses. Other than the waiver of rentals, the City will have no financial obligation under the Agreement.

The Department and the City will each independently obtain customary insurance coverages for the Event Space. The City will provide customary public safety and fire protections services for the farmers' market and the Events Space in accordance with the City's normal practices for such services. The Agreement also requires that promptly at the conclusion of each market event, the Department shall police and clean the entire Events Space including collection and disposal of trash and effuse and shall in each case leaving the Events Space in a clean and sanitary condition.

The District will independently approve the Agreement.

Recommended Action: Approve this ordinance

Fund Name: N/a

Account Number: N/A

Available Budget : N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Kyser** _____

M___ S___ **Lucas** _____

Passed Failed

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT FOR THE OPERATION OF A FARMERS' MARKET AT THE FENNEL COMPLEX; AND PROVIDING FURTHER AUTHORITY

WHEREAS, as part of a downtown revitalization strategy the City of Moberly (the “**City**”) with the support of the Downtown Moberly Community Improvement District (the “**District**”) has acquired a fee interest in certain vacant commercial structures situated on real property located at Clark and Coates Streets in the City’s downtown area and consisting of the Fennel Building, the former Pro Auto Building, and portions of a building and open area formerly serving as the J. T. Cross Lumberyard (collectively, the “**Fennel Complex**”); and

WHEREAS, the City and the District have expended substantial sums to rehabilitate the Fennel Complex for public use and further intend to improve and retain a certain portion of the Fennel Complex consisting of the open air northern half of the Fennel Complex formerly a portion of the J. T. Cross Lumberyard (the “**Events Space**”) as a public events venue including, without limitation, a seasonal farmers’ market; and

WHEREAS, the Randolph County Health Department (the “**Department**”) has expressed a willingness to undertake the recruitment for and operational responsibilities of such a seasonal farmers’ market at the Fennel Complex and the City and the District are each willing to have the Department undertake such responsibilities, all subject to and in accordance with the terms and conditions of a certain Intergovernmental Cooperation Agreement in substantially the form attached as Exhibit A to and incorporated by reference in this Resolution (the “**Cooperation Agreement**”);

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

SECTION 1: The Cooperation Agreement is hereby approved in substantially the form of Exhibit A to this Ordinance and the Mayor of the City is hereby authorized and directed to execute and deliver the Cooperation Agreement on behalf of the City.

SECTION 2: The Mayor, City Manager, City Clerk, and applicable City staff are hereby further authorized and directed to take such further actions as may be necessary or convenient to carry out and satisfy the City's obligations under the Cooperation Agreement and to facilitate the operations of the farmers' market at the Fennel Complex as necessary to obtain the benefits of the Cooperation Agreement for the residents of the City.

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

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

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri on this 2nd day of May, 2022.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk

EXHIBIT A
INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (this “*Agreement*”) is made and entered into as of the _____ day of _____, 2022 (the “*Effective Date*”), by and among the **DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and Missouri political subdivision having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “*District*”); the **CITY OF MOBERLY**, a city of the third class and Missouri municipal corporation having a principal office at 101 West Reed Street – City Hall, Moberly, Missouri 65270 (the “*City*”); and the **RANDOLPH COUNTY HEALTH DEPARTMENT**, a Missouri local public health agency having a principal office at 1319 Highway 24 East, Suite A, Moberly, Missouri 65270 (the “*Department*” and together with the District and the City, the “*Parties*”).

RECITALS

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

B. As part of a downtown revitalization strategy, the City with the support of the District has acquired a fee interest in certain vacant commercial structures situated on real property located at Clark and Coates Streets in the City’s downtown area and consisting of the Fennel Building, the former Pro Auto Building, and portions of a building and open area formerly serving as the J. T. Cross Lumberyard, all as depicted and legally described on Exhibit A, attached to and incorporated by reference in this Agreement (collectively, the “*Fennel Complex*”).

C. The City and the District intend to improve and retain a certain portion of the Fennel Complex consisting of the open air northern half of the Fennel Complex as depicted on Exhibit B, attached to and incorporated by reference in this Agreement (the “*Events Space*”) as a public events venue including, without limitation, a seasonal farmers’ market and the Department is willing to undertake and operate such a seasonal farmers’ market, all subject to and in accordance with the terms and conditions of this Agreement.

AGREEMENT

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

1. Undertakings by Department; Development and Review of Market Schedule.
The Department shall provide all labor, materials, and management and supervision and shall assume full responsibility for the recruitment, promotion, coordination and operation of a seasonal farmers’ market (the “*Market*”) at the Events Space; *provided that* the City and the District shall provide funding assistance for advertising solely through and in accordance with a certain third party agreement for Promotional Services with the Moberly Chamber of Commerce, Inc. The

Market shall be operated and open for consumer use a minimum of twice per month in each month during the months of May through September, inclusive (minimum ten events) each lasting a minimum of four hours. The Market shall be open to all vendors including, without limitation, food trucks and similar activities. Within Forty-Five (45) days of the Effective Date, the Department shall develop and submit for City and District contemporaneous review and approval a schedule setting forth days, dates and times of operations, proposed vendor space layout, and proposed vendor fees, if any, to be charged for space within the Market (collectively, the “**Market Schedule**”). Within Thirty (30) days of receipt, the City and the District shall review the Market Schedule and shall make such reasonable revisions to the Market Schedule as the City or the District may deem necessary. The Department shall implement the Market Schedule as finally approved; *provided that* in the event vendor charges or similar fees are to be imposed, all revenues from such charges shall be shared equally among the Department, the City and the District. The Department may develop and promulgate such reasonable regulations for the operations at the Market as the Department may deem prudent from time to time and the Department shall be solely responsible for enforcement of such regulations and for vendor and customer relations. The Department may provide at the Department’s sole cost and expense music or similar entertainment at the Market during hours of operation.

2. Undertakings by City, District. The City shall provide the Events Space for the Market in accordance with the Market Schedule as finally approved at no cost to the Department. The City shall provide customary public safety and fire protections services at the Market and the Events Space in accordance with the City’s normal practices for such services; *provided that* promptly at the conclusion of each Market event, the Department shall police and clean the entire Events Space including collection and disposal of trash and effuse and shall in each case leave the Events Space in a clean and sanitary condition. Upon and subject to approval of the Market Schedule, the District shall provide a one-time Two Thousand Five Hundred Dollar (\$2,500.00) marketing budget to the Department which amount shall be used solely in the recruitment of vendors and the promotion and advertising of the location and the Market operation.

3. Insurance; Mutual Waiver and Release. The Department and the City shall each obtain and maintain at all times during the term of this Agreement “all risk” fire and extended coverage insurance, commercial general liability insurance for the Market and the Events Space, which is commercially reasonable and in amounts and terms customary for similar activities elsewhere in Randolph County; *provided that* the Department and the City may each supply such insurance coverage under and through existing “blanket” policies. Each such insurance coverage shall name the District as an additional insured. In addition, the Department, the City and the District each hereby waives and releases the other Parties and their respective officers, agents, employees, and attorneys acting under this Agreement from and against any and all claims, demands, actions, causes of action or other liabilities and/or damages, whether known or unknown, whether existing at law, by statute or in equity asserted or capable of being asserted by such Party or any officer, agent, or employee of such Party arising in any way from the operations at the Market and any aspect of programs contemplated under this Agreement, or of the condition of the Events Space; *provided that* the foregoing waiver and release shall not apply in any case of gross negligence or willful misconduct by any officer, agent, or employee of such Party.

4. Mutual Cooperation. Each Party to this Agreement hereby agrees and covenants: (i) to cooperate in good faith with one another in each of the undertakings authorized by this Agreement; (ii) to promptly make and deliver such timely decisions as may be required to permit the other Parties to perform their obligations under this Agreement; (iii) to take such actions and execute and deliver

such further documents and instruments as may be reasonably necessary to facilitate the undertakings authorized by this Agreement and which do not impair the rights of the acting or signing Party as they exist under this Agreement; and (iv) to otherwise aid and assist each other in carrying out the terms, provisions and intent of this Agreement.

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

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

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

If to the District: Downtown Moberly Community Improvement District
 101 West Reed Street
 Moberly, Missouri 65270
 Attention: Chair

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

If to the Department: Randolph County Health Department
 1319 Highway 24 East, Suite A
 Moberly, Missouri 65270
 Attention: Administrator

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

6. Term of Agreement; Assignment. This Agreement shall terminate upon the date which is One (1) Year from the Effective Date upon Thirty (30) days prior written notice from the terminating Party to the other Parties. Otherwise this Agreement shall automatically renew from year to year under the terms of this Agreement. This Agreement shall not be assignable by any Party without prior written consent of the other Parties.

7. Representations of the Department. The Department hereby represents and warrants to the City and to the District as follows:

(a) The Department enjoys full current authority to enter into this Agreement and to fully perform each the obligations of the Department under this Agreement; and

(b) No other or further approvals of any body, individual, or entity are required to authorize the execution of this Agreement by the Department or to render this Agreement upon its execution binding upon the Department.

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

9. **No Waiver of Sovereign Immunity.** Nothing in this Agreement shall constitute or be deemed to be a waiver by any Party of that Party's sovereign immunity.

10. **No Third Party Beneficiaries.** This Agreement is not intended to create or result in any third party beneficiary and shall not create any rights enforceable by any third party.

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

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

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

14. **Choice of Law; Venue.** This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. The Parties each agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri or in federal court of the Eastern District of Missouri and waive any objection based upon venue or *forum non conveniens* or otherwise.

15. **Headings; No Presumption; Agreement Preparation.** The headings and captions of this Agreement are for convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement of any provision thereof and shall in no way be deemed to explain, modify, amplify or aid in the interpretation or construction of the provisions of this Agreement. Each Party and their respective attorneys have had full opportunity to review and participate in the drafting of the final form of this Agreement. This Agreement shall be construed without regard to any presumption or other rule of construction whereby ambiguities within this

Agreement or such other document would be construed or interpreted against the party causing the document to be drafted. The Parties each further represent that the terms of this Agreement has been completely read by them and that those terms are fully understood and voluntarily accepted by them. In any interpretation, construction or determination of the meaning of any provision of this Agreement, no presumption whatsoever shall arise from the fact that the Agreement was prepared by or on behalf of any Party hereto.

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

IN WITNESS WHEREOF, the DISTRICT, the CITY, and the DEPARTMENT have each caused this Agreement to be executed in their respective names and attested to as of the Effective Date.

**DOWNTOWN MOBERLY COMMUNITY
IMPROVEMENT DISTRICT**

By : _____
Brian Crane, Chair

ATTEST:

By: _____
Secretary

THE CITY OF MOBERLY

By: _____
Jerry Jeffrey, Mayor

ATTEST:

Shannon Hance, City Clerk

RANDOLPH COUNTY HEALTH DEPARTMENT

By : _____
Sharon Whisenand, Administrator

ATTEST:

By: _____

EXHIBIT A
FENNEL COMPLEX
FENNEL COMPLEX – LEGAL DESCRIPTION

All of Lots One (1), Two (2), Three (3), Four (4), and Five (5) in Block Five of the Original Town Of Moberly, Missouri in Randolph County or more commonly known as 209 W. Coates Street.

All of Lots 6,7,8,9,10,11,12,13,14,15, 16, and 17 of Block 5 of the Original Town of Moberly, Missouri, Randolph County, Missouri, more particularly described as follows: Beginning at the center of a party wall and the SE corner of Lot 6 of the Original Town Of Moberly (a ½" iron rod, found N 87° 35' 32" E, 0.10 feet); thence along the center of said party wall, S 87°35'52" W, 112.70 feet to a ½" iron pipe, (set) and the SW corner of said Lot 6; thence leaving the center of said party wall and along the West line of Lots, 6,7,8,9,10,11,12,13,14,15,16, and 17, N 02° 24'08" W, 378.70 feet to the intersection with the Southerly line of Sturgeon Street; thence leaving said West line and along said Southerly line along a curve to the right having a radius of 1042.28 feet, 138.62 feet a (long chord bears, S 56°51'03" E, 135.52 feet) to a ½" iron pipe (set) at the intersection with the East line of said Lots; thence said Southerly line and along said East line, S 02° 24'08" E, 298.16 feet to the Point of Beginning. The above-described tract of land contains 0.88 acres, more or less or more commonly known as 311 N. Clark and 315 N. Clark Street.

EXHIBIT B EVENTS SPACE



INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (this “*Agreement*”) is made and entered into as of the _____ day of _____, 2022 (the “*Effective Date*”) , by and among the **DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and Missouri political subdivision having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “*District*”); the **CITY OF MOBERLY**, a city of the third class and Missouri municipal corporation having a principal office at 101 West Reed Street – City Hall, Moberly, Missouri 65270 (the “*City*”); and the **RANDOLPH COUNTY HEALTH DEPARTMENT**, a Missouri local public health agency having a principal office at 1319 Highway 24 East, Suite A, Moberly, Missouri 65270 (the “*Department*” and together with the District and the City, the “*Parties*”).

RECITALS

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

B. As part of a downtown revitalization strategy, the City with the support of the District has acquired a fee interest in certain vacant commercial structures situated on real property located at Clark and Coates Streets in the City’s downtown area and consisting of the Fennel Building, the former Pro Auto Building, and portions of a building and open area formerly serving as the J. T. Cross Lumberyard, all as depicted and legally described on Exhibit A, attached to and incorporated by reference in this Agreement (collectively, the “*Fennel Complex*”).

C. The City and the District intend to improve and retain a certain portion of the Fennel Complex consisting of the open air northern half of the Fennel Complex as depicted on Exhibit B, attached to and incorporated by reference in this Agreement (the “*Events Space*”) as a public events venue including, without limitation, a seasonal farmers’ market and the Department is willing to undertake and operate such a seasonal farmers’ market, all subject to and in accordance with the terms and conditions of this Agreement.

AGREEMENT

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

1. Undertakings by Department; Development and Review of Market Schedule .
The Department shall provide all labor, materials, and management and supervision and shall assume full responsibility for the recruitment, promotion, coordination and operation of a seasonal farmers’ market (the “*Market*”) at the Events Space; *provided that* the City and the District shall provide funding assistance for advertising solely through and in accordance with a certain third party agreement for Promotional Services with the Moberly Chamber of Commerce, Inc. The Market shall be operated and open for consumer use in each month during the months of May

through September, inclusive (minimum ten events) each lasting a minimum of four hours. The Market shall be open to all vendors including, without limitation, food trucks and similar activities. Within Thirty (30) days of the Effective Date, the Department shall develop and submit for City and District contemporaneous review and approval a schedule setting forth days, dates and times of operations, proposed vendor space layout, and proposed vendor fees, if any, to be charged for space within the Market (collectively, the “**Market Schedule**”). Within Fifteen (15) days of receipt, the City shall review the Market Schedule and shall make such reasonable revisions to the Market Schedule as the City may deem necessary. The Department shall implement the Market Schedule as finally approved; *provided that* in the event vendor charges or similar fees are to be imposed, all revenues from such charges shall be shared equally among the Department, the City and the District. The Department may develop and promulgate such reasonable regulations for the operations at the Market as the Department may deem prudent from time to time and the Department shall be solely responsible for enforcement of such regulations and for vendor and customer relations. The Department may provide at the Department’s sole cost and expense music or similar entertainment at the Market during hours of operation.

2. Undertakings by City, District. The City shall provide the Events Space for the Market in accordance with the Market Schedule as finally approved at no cost to the Department. The City shall provide customary public safety and fire protections services at the Market and the Events Space in accordance with the City’s normal practices for such services; *provided that* promptly at the conclusion of each Market event, the Department shall police and clean the entire Events Space including collection and disposal of trash and effuse and shall in each case leave the Events Space in a clean and sanitary condition. Upon and subject to approval of the Market Schedule, the District shall provide a one-time Two Thousand Five Hundred Dollar (\$2,500.00) marketing budget to the Department which amount shall be used solely in the recruitment of vendors and the promotion and advertising of the location and the Market operation.

3. Insurance; Mutual Waiver and Release. The Department and the City shall each obtain and maintain at all times during the term of this Agreement “all risk” fire and extended coverage insurance, commercial general liability insurance for the Market and the Events Space, which is commercially reasonable and in amounts and terms customary for similar activities elsewhere in Randolph County; *provided that* the Department and the City may each supply such insurance coverage under and through existing “blanket” policies. Each such insurance coverage shall name the District as an additional insured. In addition, the Department, the City and the District each hereby waives and releases the other Parties and their respective officers, agents, employees, and attorneys acting under this Agreement from and against any and all claims, demands, actions, causes of action or other liabilities and/or damages, whether known or unknown, whether existing at law, by statute or in equity asserted or capable of being asserted by such Party or any officer, agent, or employee of such Party arising in any way from the operations at the Market and any aspect of programs contemplated under this Agreement, or of the condition of the Events Space; *provided that* the foregoing waiver and release shall not apply in any case of gross negligence or willful misconduct by any officer, agent, or employee of such Party.

4. Mutual Cooperation. Each Party to this Agreement hereby agrees and covenants: (i) to cooperate in good faith with one another in each of the undertakings authorized by this Agreement; (ii) to promptly make and deliver such timely decisions as may be required to permit the other Parties to perform their obligations under this Agreement; (iii) to take such actions and execute and deliver

such further documents and instruments as may be reasonably necessary to facilitate the undertakings authorized by this Agreement and which do not impair the rights of the acting or signing Party as they exist under this Agreement; and (iv) to otherwise aid and assist each other in carrying out the terms, provisions and intent of this Agreement.

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

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

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

If to the District: Downtown Moberly Community Improvement District
101 West Reed Street
Moberly, Missouri 65270
Attention: Chair

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

If to the Department: Randolph County Health Department
1319 Highway 24 East, Suite A
Moberly, Missouri 65270
Attention: Administrator

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

6. Term of Agreement; Assignment. This Agreement shall terminate upon the date which is One (1) Year from the Effective Date upon Thirty (30) days prior written notice from the terminating Party to the other Parties. Otherwise this Agreement shall automatically renew from year to year under the terms of this Agreement. This Agreement shall not be assignable by any Party without prior written consent of the other Parties.

7. Representations of the Department. The Department hereby represents and warrants to the City and to the District as follows:

(a) The Department enjoys full current authority to enter into this Agreement and to fully perform each the obligations of the Department under this Agreement; and

(b) No other or further approvals of any body, individual, or entity are required to authorize the execution of this Agreement by the Department or to render this Agreement upon its execution binding upon the Department.

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

9. **No Waiver of Sovereign Immunity.** Nothing in this Agreement shall constitute or be deemed to be a waiver by any Party of that Party's sovereign immunity.

10. **No Third Party Beneficiaries.** This Agreement is not intended to create or result in any third party beneficiary and shall not create any rights enforceable by any third party.

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

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

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

14. **Choice of Law; Venue.** This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. The Parties each agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri or in federal court of the Eastern District of Missouri and waive any objection based upon venue or *forum non conveniens* or otherwise.

15. **Headings; No Presumption; Agreement Preparation.** The headings and captions of this Agreement are for convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement of any provision thereof and shall in no way be deemed to explain, modify, amplify or aid in the interpretation or construction of the provisions of

this Agreement. Each Party and their respective attorneys have had full opportunity to review and participate in the drafting of the final form of this Agreement. This Agreement shall be construed without regard to any presumption or other rule of construction whereby ambiguities within this Agreement or such other document would be construed or interpreted against the party causing the document to be drafted. The Parties each further represent that the terms of this Agreement has been completely read by them and that those terms are fully understood and voluntarily accepted by them. In any interpretation, construction or determination of the meaning of any provision of this Agreement, no presumption whatsoever shall arise from the fact that the Agreement was prepared by or on behalf of any Party hereto.

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

IN WITNESS WHEREOF, the DISTRICT, the CITY, and the DEPARTMENT have each caused this Agreement to be executed in their respective names and attested to as of the Effective Date.

**DOWNTOWN MOBERLY COMMUNITY
IMPROVEMENT DISTRICT**

By : _____
Brian Crane, Chair

ATTEST:

By: _____
Secretary

THE CITY OF MOBERLY

By: _____
Jerry Jeffrey, Mayor

ATTEST:

Shannon Hance, City Clerk

RANDOLPH COUNTY HEALTH DEPARTMENT

By: Sharon A Whisenand
Sharon Whisenand, Administrator

ATTEST:

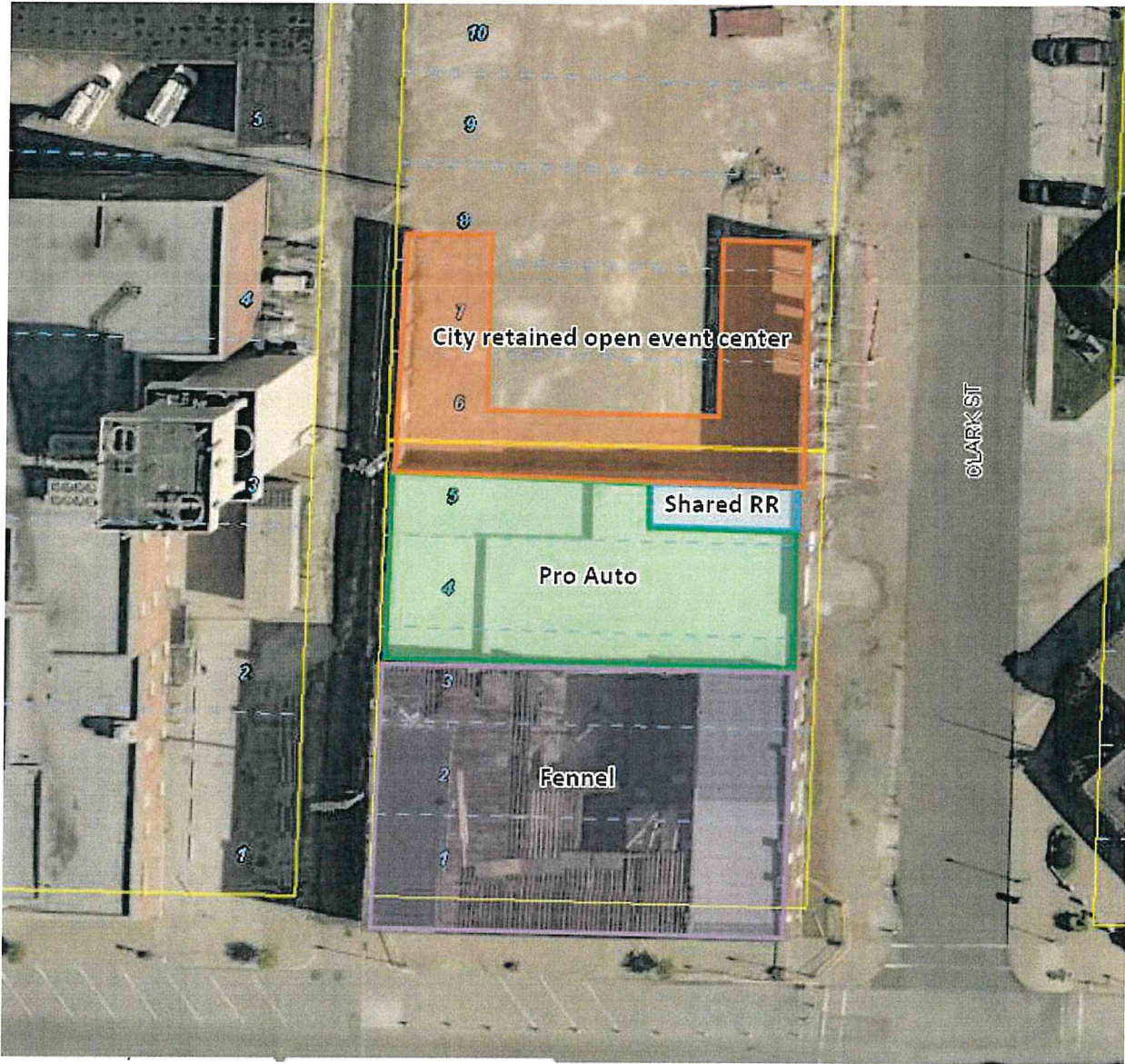
By: Carla Bear

EXHIBIT A
FENNEL COMPLEX
FENNEL COMPLEX – LEGAL DESCRIPTION

All of Lots One (1), Two (2), Three (3), Four (4), and Five (5) in Block Five of the Original Town Of Moberly, Missouri in Randolph County or more commonly known as 209 W. Coates Street.

All of Lots 6,7,8,9,10,11,12,13,14,15, 16, and 17 of Block 5 of the Original Town of Moberly, Missouri, Randolph County, Missouri, more particularly described as follows: Beginning at the center of a party wall and the SE corner of Lot 6 of the Original Town Of Moberly (a ½” iron rod, found N 87° 35’ 32” E, 0.10 feet); thence along the center of said party wall, S 87°35’52” W, 112.70 feet to a ½” iron pipe, (set) and the SW corner of said Lot 6; thence leaving the center of said party wall and along the West line of Lots, 6,7,8,9,10,11,12,13,14,15,16, and 17, N 02° 24’08” W, 378.70 feet to the intersection with the Southerly line of Sturgeon Street; thence leaving said West line and along said Southerly line along a curve to the right having a radius of 1042.28 feet, 138.62 feet a (long chord bears, S 56°51’03” E, 135.52 feet) to a ½” iron pipe (set) at the intersection with the East line of said Lots; thence said Southerly line and along said East line, S 02° 24’08” E, 298.16 feet to the Point of Beginning. The above-described tract of land contains 0.88 acres, more or less or more commonly known as 311 N. Clark and 315 N. Clark Street.

EXHIBIT B
EVENTS SPACE



City of Moberly

City Council Agenda Summary

Agenda Number: #19.
 Department: Public Works
 Date: May 2, 2022

Agenda Item: An Ordinance Approving A Missouri Highways And Transportation Commission Cost Share Agreement For Business 63 Highway And Authorizing The City Manager To Execute The Agreement On Behalf Of The City Of Moberly.

Summary: This is the cost share agreement for a 50/50 cost share for improvements to S. Morley which include a third turn lane for phase 1 of this overall project on South Morley, which will extend from Burkhart Street to Carpenter Street.

Recommended Action: Approve this ordinance

Fund Name: Transportation Trust

Account Number:

Available Budget \$:

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

BILL NO: 9683**ORDINANCE NO: 9683**

**AN ORDINANCE APPROVING A MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION COST SHARE AGREEMENT FOR BUSINESS
63 HIGHWAY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE
AGREEMENT ON BEHALF OF THE CITY OF MOBERLY.**

Whereas, city staff and the Missouri Highway and Transportation Commission (the “Commission”) have reached agreement for a 50/50 cost share agreement for improvements to Business 63/South Morley including an extension from Burkhart to Urbandale Drive and a third turn lane; and

Whereas, the Commission has submitted a Cost Share Agreement, attached, identified as Project No. JNE0002 for purposes of memorializing this agreement; and

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

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

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

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

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

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 2nd day of May 2022.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk

A motion was made by Davis and seconded by Brubaker to table Bill No. 9683 until the January 3, 2022, City Council Meeting. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: None. 12-20-2021

A motion was made by Kyser and seconded by Brubaker to table Bill No. 9683 until the January 18, 2022, City Council Meeting. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: None. 1-03-2022

A motion was made by Davis and seconded by Kimmons to table Bill No. 9683 until the February 7, 2022, City Council Meeting. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: None. 1-18-2022

CCO Form: FS08
 Approved: 03/04 (BDG)
 Revised: 03/17 (MWH)
 Modified: 02/22 (MWH)

Route Bus. 63, Randolph County
 Project No. JNE0002
 City of Moberly

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION COST SHARE AGREEMENT

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

WITNESSETH:

WHEREAS, the Entity applied to the Commission's Cost Share Committee for participation in the Commission's *Cost Share Program*; and

WHEREAS, on June 17, 2021, the Cost Share Committee approved the Entity's application to the *Cost Share Program* subject to the terms and conditions of this Agreement.

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

(1) PURPOSE: The purpose of this Agreement is to co-ordinate the participation by the Entity in the cost of the Commission's Project JNE0002.

(2) LOCATION: The transportation improvement that is the subject of this Agreement is contemplated at the following location:

Business Route 63 from Burkhart Street to Carpenter Street

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Entity and the Commission.

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

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

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

(7) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Entity with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Entity.

(8) PLANS AND CONSTRUCTION: The Entity shall be responsible for preparation of plans, specifications and construction for the herein improvements. This includes design, letting of project, and inspection of project. The plans shall be prepared in accordance with and conform to Commission requirements.

(9) ENVIRONMENTAL: The Entity shall be responsible for obtaining all the necessary clearances, certifications and classification for environmental, historical and cultural requirements in accordance with the Commission requirements prior to the Plans, Specifications, and Estimates (PS&E) submittal date.

(10) REVIEW OF BIDS AND CONTRACT AWARD: The Entity shall be responsible for letting the work for the herein improvement, which includes advertising the project for bids and awarding the construction contract. The project shall be constructed in accordance with and conform to the Commission requirements. The Entity shall solicit bids for the herein improvement in accordance with plans developed by the Entity, or as the plans may from time to time be modified in order to carry out the work as contemplated. The Entity shall award the contract to the lowest, responsive, responsible bidder. Prior to awarding the contract, the Entity shall obtain concurrence in award from the Commission.

(11) REASONABLE PROGRESS: If the project is withdrawn for not meeting reasonable progress, the Entity agrees to repay the Commission for any progress payments made to the Entity for the project and agrees that the Commission may deduct progress payments made to the Entity from future payments to the Entity.

(12) FINANCIAL RESPONSIBILITIES: With regard to work under this Agreement, the Entity agrees as follows:

(A) The total project cost is currently estimated to be Two Million, One Hundred Thirty Two Thousand, Three Hundred Twenty Two dollars (\$2,132,322) and will include preliminary engineering, preliminary engineering review, right of way acquisitions, right of way review, utilities, construction, inspection and construction engineering review. The details of the estimated cost breakdown are listed below and in "Exhibit B", which is attached hereto and made part hereof.

(B) The Commission will pay for fifty percent (50%) of the total project cost, not to exceed One Million, Sixty Six Thousand, One Hundred Sixty One dollars (\$1,066,161). Of this amount, the Commission will provide One Million, Fifty Six Thousand, One Hundred Sixty One dollars (\$1,056,161) from the Commission's Cost Share program, of which One Hundred Forty-Seven Thousand, Eight Hundred One dollars (\$147,801) is available in State Fiscal Year 2022 and Nine Hundred Eight Thousand, Three Hundred Sixty dollars (\$908,360) is available in State Fiscal Year 2024, and preliminary engineering review, construction engineering review, and right of way review services by its District Program Delivery personnel estimated to total Ten Thousand dollars (\$10,000). Commission Cost Share program funds shall not be used off the State Highway System.

(C) The Entity shall be responsible for fifty percent (50%) of the total project cost, currently estimated at One Million, Sixty Six Thousand, One Hundred Sixty One dollars (\$1,066,161). The Entity may invoice the Commission monthly after Commission Cost Share program eligible project costs are incurred: beginning in July 1, 2021. The check from the Commission to the Entity will be made payable to the Entity, the City of Moberly.

(D) The Entity shall be responsible for the balance of the project in excess of Two Million, One Hundred Thirty Two Thousand, Three Hundred Twenty Two dollars (\$2,132,322). The Entity shall be responsible for all cost overruns.

(13) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, the Entity shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules, and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. The Commission will review the parcels being acquired and approve legal descriptions prior to the deeds being executed by the property owners. The Entity shall submit to the Commission the Right of Way Clearance Certification in a form provided to the Entity by the Commission. Upon approval of all agreements, plans and specifications by the Commission, the Entity shall file copies of the plans with the Entity, City of Moberly, Clerks and County Clerk of Randolph County and proceed to acquire any necessary right of way required for the construction of the improvement.

(14) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission.

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

(16) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the

parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Entity.

(17) NO INTEREST: By contributing to the cost of this project or improvement, the Entity gains no interest in the constructed roadway or improvements whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the Entity shall not be entitled to a refund of the funds contributed by the Entity pursuant to this Agreement.

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

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

(20) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the Entity for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the Entity with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the Entity's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the Entity's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Entity and the Commission.

(21) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(22) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(23) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement

freely and voluntarily and without being in a state of duress or under threats or coercion.

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

Commission to: Missouri Department of Transportation
Attn: Paula Gough, Northeast District Engineer
1711 S. Highway 61
Hannibal, Mo 63401
Facsimile No.: (573)248-2497
Email: Paula.Gough@modot.mo.gov

Entity, City of Moberly, to: Tom Sanders
101 West Reed Street
Moberly Mo 65270
Facsimile No.: (660)263-9398
Email: tsanders@cityofmoberly.com

or to such other place as the parties may designate in accordance with this Agreement.

(25) AUDIT OF RECORDS: The Entity must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(26) INDEMNIFICATION:

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

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

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

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance

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

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

(23) ROADWAY RELINQUISHMENT: The Entity agrees that it shall enter into a separate Roadway Relinquishment Agreement with the Commission following the Entity's completion of this Project JNE0002 to transfer ownership and maintenance of Sinnock Spur from the Commission to the Entity. The total length of the roadway being relinquished to the Entity is 0.20 miles. The Entity shall be responsible for surveying the right of way to be transferred and the development of a Location Survey Plan that serves as the recordable survey plat. If the Entity does not comply with this provision, the Commission is under no obligation to continue with this Project.

*Remainder of Page Intentionally Left Blank; Signatures and Execution Appear on
Following Page*

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

Executed by the Entity this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

City of Moberly

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title: _____

Ordinance No _____

Note: If the Entity is a county with a commission form of government, additional lines need to be inserted to allow all three commissioners to sign the agreement.

Exhibit A



Exhibit B

Project Name: City of Moberly Business 63 Corridor Improvements

MoDOT Project Number: JNE0002

Description: Widen Business Route 63 and add a center turn lane from Burkhardt Street to Carpenter Street

Total Project Cost Estimate: \$2,132,322

Local Entity: City of Moberly

	Current Estimate	Cost Share Eligible
Preliminary Engineering (City Consultant)	\$300,601	\$300,601
Preliminary Engineering Review (MoDOT)	\$5,000	\$5,000
Right of Way (City)	\$15,500	\$15,500
Right of Way Review (MoDOT)	\$1,000	\$1,000
Construction (City)	\$1,570,627	\$1,570,627
Construction Engineering (City Consultant)	\$235,594	\$235,594
Construction Engineering Review (MoDOT)	\$4,000	\$4,000
Total	\$2,132,322	\$2,132,322

Project Responsibilities:

Design	City of Moberly
Letting	City of Moberly
Inspection	City of Moberly

Financial Responsibilities:

District	\$10,000	0.5%
Cost Share Funds	\$1,056,161	49.5%
City of Moberly	\$1,066,161	50%
Total:	\$2,132,322	100%

How are overruns and under runs handled?

All overruns will be paid by the Entity, the City of Moberly

All underruns will be split on a pro-rata share.

City of Moberly

City Council Agenda Summary

Agenda Number: #20.

Department: Parks and Recreation

Date: May 2, 2022

Agenda Item: A Resolution Recording the Destruction of Certain Local Government Records.

Summary: The City of Moberly's Parks and Recreation has determined certain records no longer have administrative, legal, fiscal, research or historical value and these records are listed in the Missouri Records Manual and the minimum retention period has been exceeded. It is recommended that the City Council adopt the resolution to allow staff to commence with the destruction per established guidelines.

Recommended

Action: Approve the resolution and direct staff to proceed with destruction of records.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye Nay

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Kyser** ___ ___

M___ S___ **Lucas** ___ ___

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION RECORDING THE DESTRUCTION OF CERTAIN LOCAL GOVERNMENT RECORDS.

WHEREAS, Section 109.255 RSMo. authorizes the Local Records Board to establish minimum retention periods for local government records; and

WHEREAS, the following records have reached their minimum retention period and may be legally destroyed: See the attached Parks and Recreation records list; and

WHEREAS, the listed records shall be destroyed by shredding.

NOW, THEREFORE, the destruction of said records is hereby authorized and approved in all respects.

RESOLVED this 2nd day of May 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting**ATTEST:**

Shannon Hance, City Clerk

Exhibit A

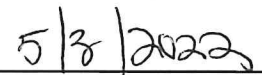
Parks and Recreation Shredded Documents

City of Moberly, Missouri

(This form documents the destruction of public records in accordance with the State of Missouri Records Retention Schedule, as of April 5, 2022).

Description	Date Range	# of Boxes
Travel documentation	1986-2007	All of these documents are contained in 3 boxes
Injury reports	2002-2005	
Budget Documentation	1977-1994	
EPA Grant application	1978	
Park Ranger Reports	2001-2005	
Restitution letters	2005	
Swimming pool locker bid documents	1994	
Booker Agreement for Aquatic Design Services	1979&1990	
Athletic Complex Construction		
Certified payroll	2000-2001	
Ball registrations	2003-2004	
Copies of bill purchase orders and supporting documents	2016	
Miscellaneous receipts records	2016 and older	
Department waivers	2016-2017	
League Waivers	2003-2004	
Parking lot paving bids Rothwell Park	2004	
Department Policies and rules	Greater than 5 years old	
Event registration information	Greater than 5 years old	
Facility set-ups	Greater than 5 years old	


 Leslie Keeney, Office Manager Parks and Recreation


 Date of Destruction

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#21.

Department: Administration

Date: May 2, 2022

Agenda Item: A Resolution Accepting Permanent Sewer Easements From Various Owners For The Route JJ Regional Sewer Project.

Summary: The city is working on a grant project to connect three permitted sewer system facilities to the city's sewer system. This project is funded primarily through a grant with DNR. Due to the congestion in the Route JJ ROW, the city is asking residents along the project route to grant the city an easement for the new 4 inch force-main that will be required in a corridor adjacent to the Route JJ ROW. A handful of residents have already executed their easement on their property and the city will need to officially accept these easements from the property owner. This action will officially accept the easements. The addresses of the properties currently granting the easements are:

4668 HIGHWAY JJ	07-9.0-32.0-0.0-000-008.001	Delores Ludington and Tesia Phillips
4162 HIGHWAY JJ	07-9.0-32.0-0.0-000-012.000	Holly Reed
4092 HIGHWAY JJ	07-9.0-32.0-0.0-000-014.001	Seth Dawson and James Dawson
3280 HIGHWAY JJ	07-8.0-33.0-0.0-000-025.000	Michael and Rebecca Honey
3242 HIGHWAY JJ	07-8.0-33.0-0.0-000-026.000	Richard and Jeannie Hicks
3126 HIGHWAY JJ	07-8.0-33.0-0.0-000-030.000	Wayne Williams
2758 HIGHWAY JJ	07-8.0-33.0-0.0-000-037.000	Christopher and Sue Hunt
2742 HIGHWAY JJ	07-8.0-33.0-0.0-000-038.000	Roger and Ruth Green
2726 HIGHWAY JJ	07-8.0-33.0-0.0-000-040.000	C&DO Property Management LLC
2220 HIGHWAY JJ	07-8.0-34.0-0.0-000-029.000	C&DO Property Management LLC

Recommended

Action Approve this resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey**

Council Member

M___ S___ **Brubaker**

M___ S___ **Kimmons**

M___ S___ **Kyser**

M___ S___ **Lucas**

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING PERMANENT SEWER EASEMENTS FROM
VARIOUS OWNERS FOR THE ROUTE JJ REGIONAL SEWER PROJECT.**

WHEREAS, the City is acquiring sewer easements from property owners along the path of the Route JJ Regional Sewer Project; and

WHEREAS, the following persons have voluntarily provided sewer easements to the City for this purpose: Delores Ludington and Tesia Phillips, Holly Reed, Seth Dawson and James Dawson, Michael R. and Rebecca A. Honey, Richard L and Jeannie Hicks, Wayne H. Williams, Christopher and Sue Hunt, Roger Dale Taylor and Ruth Green, and two easements with C&DO Property Management LLC; and

WHEREAS, attached hereto are the executed Permanent Sewer Easements from the above-named parties which City Staff recommends be accepted by the City Council.

NOW, THEREFORE, the City Council of the City of Moberly hereby accepts the attached easements from the parties identified herein and further authorizes the Mayor and City Manager to take such other and further action to accomplish the purposes of this Resolution.

RESOLVED this 2nd day of May 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk

-
1. Title: PERMANENT SEWER EASEMENT
 2. Date: April 6, 2002
 3. Grantor: Seth Dawson, Single Person and James Dawson, Married Person
 4. Grantee: City of Moberly, Missouri
 5. Mailing Address of Grantee: 101 West Reed Street, Moberly, MO 65270
 6. Legal Description:

A STRIP OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 924, PAGE 3418 AND SHOWN AS TRACT 2 OF THE SURVEY RECORDED IN BOOK 591C, PAGE 2 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND BEING 16.0 FEET WIDE AT THE NORTHEAST CORNER OF SAID TRACT AND GRADUALLY WIDENING IN UNIFORM WIDTH TO 20.0 FEET WIDE AT THE

NORTHWEST CORNER OF SAID TRACT; SAID STRIP INTENDED TO BE ADJACENT TO THE SOUTH RIGHT OF WAY OF STATE ROUTE JJ.

PERMANENT SEWER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Seth Dawson and James Dawson, joint tenants, hereinafter called the Grantor, for and in consideration of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the City of Moberly, Missouri, a municipal corporation of the State of Missouri, hereafter called Grantee, a permanent easement or right of way for the location, construction, reconstruction, maintenance, removal, operation and repair of a sewer line or forcemain extension, and any and all appurtenances incidental thereto on, over, under and through the following described tract of land lying, being and situated in the City of Moberly, Randolph County, Missouri, to-wit:

A STRIP OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 924, PAGE 3418 AND SHOWN AS TRACT 2 OF THE SURVEY RECORDED IN BOOK 591C, PAGE 2 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND BEING 16.0 FEET WIDE AT THE NORTHEAST CORNER OF SAID TRACT AND GRADUALLY WIDENING IN UNIFORM WIDTH TO 20.0 FEET WIDE AT THE NORTHWEST CORNER OF SAID TRACT; SAID STRIP INTENDED TO BE ADJACENT TO THE SOUTH RIGHT OF WAY OF STATE ROUTE JJ.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the Grantee, its successors and assigns for so long as said use shall continue, the Grantor hereby covenanting for its heirs and successors and assigns unto the Grantee, its successors and assigns the following:

1. Said easement will be kept free from buildings and any other structures or obstructions which will interfere with the Grantee in using said land for the purpose of erecting, constructing, reconstructing, operating, repairing, and maintaining said sewer line or forcemain extension and appurtenances.
2. The right of Grantee, its agents, servants, employees, or independent contractor to go upon said land, and so much of the Grantor's adjoining land as may be reasonably necessary, at any time for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said sewer line or forcemain extension and all appurtenances incidental thereto.

3. That Grantor is lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by them which would interfere with the rights granted hereunder; and that they will forever warrant and defend the title thereto against the lawful claims of all affecting the right and easement granted hereunder.

4. Grantee may exercise the rights granted under this instrument so long as Grantee utilizes the real estate above described for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing or maintaining said sewer line and once Grantee ceases such use this Easement shall terminate.

IN WITNESS WHEREOF, said Grantor does hereunder set his hand and subscribe his name to the foregoing, this 6 day of April, 2022.

CITY OF MOBERLY, MISSOURI, Grantee

Grantors

By: _____
Brian Crane, City Manager

By: Seth Dawson
Seth Dawson, Grantor

ATTEST: _____
Shannon Hance, City Clerk

By: James W. Dawson
James Dawson, Grantor

GRANTOR'S ACKNOWLEDGMENT

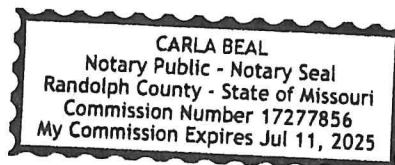
STATE OF MISSOURI)
)
COUNTY OF RANDOLPH)

On this 6 day of April, 2022, before me, the undersigned Notary Public, personally appeared Seth Dawson and James Dawson, to me personally known, who by me being duly sworn, did say that they are joint tenants and that said instrument was signed by them upon and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Randolph County, Missouri, the day and year last above written.

Carla Beal
Notary Public

My commission expires July 11, 2025



GRANTEE'S ACKNOWLEDGMENT

STATE OF MISSOURI)

)

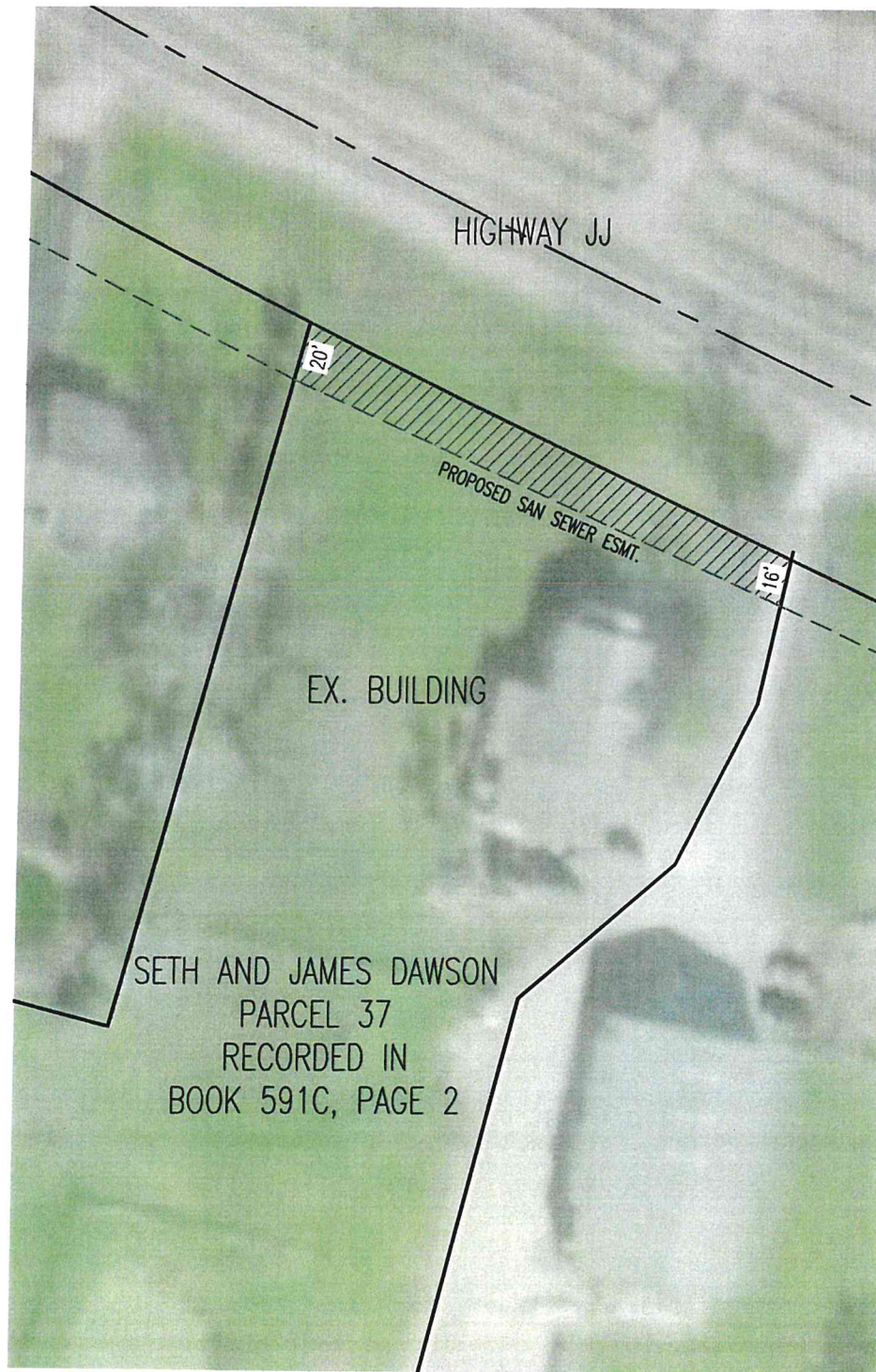
COUNTY OF RANDOLPH)

On this _____ day of _____, 2019, before me, the undersigned Notary Public, personally appeared Brian Crane, to me personally known, who being by me duly sworn, did say he is the City Manager of the City of Moberly, Missouri, a municipal corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and the said Brian Crane acknowledged said instrument to be the free act and deed of said corporation.

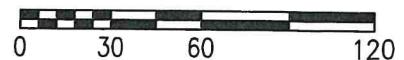
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Randolph County, Missouri, the day and year last above written.

Notary Public

My commission expires: _____



SCALE: 1"=60'



CROCKETT ENGINEERING CONSULTANTS 1000 W. Nifong Blvd., Building 1 Columbia, Missouri 65203 (573) 447-0292 www.crockettengineering.com	CORPORATE NO: 2000151304		SETH & JAMES DAWSON	
	DATE: 12-09-2021	SCALE: 1" = 60'	PARCEL 37 PROPOSED SEWER ESMT SEC 32 T 54 N, R14 W MOBERLY, RANDOLPH COUNTY, MISSOURI	
	PROJECT: 200700	DRAWN BY: 175		

-
1. Title: PERMANENT SEWER EASEMENT
 2. Date: 4-21-22
 3. Grantor: Ruth Green and Roger Taylor, Joint Tenants
 4. Grantee: City of Moberly, Missouri
 5. Mailing Address of Grantee: 101 West Reed Street, Moberly, MO 65270
 6. Legal Description:

A STRIP OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE QUIT-CLAIM DEED RECORDED IN BOOK 557, PAGE 849 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 7.00 FEET OF THE ABOVE-DESCRIBED TRACT, SAID STRIP BEING 7.00 FEET PARALLEL AND ADJACENT TO THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ. THIS STRIP CONTAINS APPROXIMATELY 950 SQUARE FEET

PERMANENT SEWER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Subst. Note # 237.50 included
 of # 1.80 (DW 4-27-22)

THAT, Ruth Green and Roger Taylor, joint tenants, hereinafter called the Grantor, for and in consideration of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the City of Moberly, Missouri, a municipal corporation of the State of Missouri, hereafter called Grantee, a permanent easement or right of way for the location, construction, reconstruction, maintenance, removal, operation and repair of a sewer line or forcemain extension, and any and all appurtenances incidental thereto on, over, under and through the following described tract of land lying, being and situated in the City of Moberly, Randolph County, Missouri, to-wit:

A STRIP OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE QUIT-CLAIM DEED RECORDED IN BOOK 557, PAGE 849 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 7.00 FEET OF THE ABOVE-DESCRIBED TRACT, SAID STRIP BEING 7.00 FEET PARALLEL AND ADJACENT TO THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ. THIS STRIP CONTAINS APPROXIMATELY 950 SQUARE FEET

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the Grantee, its successors and assigns for so long as said use shall continue, the Grantor hereby covenanting for its heirs and successors and assigns unto the Grantee, its successors and assigns the following:

1. Said easement will be kept free from buildings and any other structures or obstructions which will interfere with the Grantee in using said land for the purpose of erecting, constructing, reconstructing, operating, repairing, and maintaining said sewer line or forcemain extension and appurtenances.
2. The right of Grantee, its agents, servants, employees, or independent contractor to go upon said land, and so much of the Grantor's adjoining land as may be reasonably necessary, at any time for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said sewer line or forcemain extension and all appurtenances incidental thereto.
3. That Grantor is lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by them which would interfere with the rights granted hereunder; and that they will forever warrant and defend the title thereto against the lawful claims of all affecting the right and easement granted hereunder.

4. Grantee may exercise the rights granted under this instrument so long as Grantee utilizes the real estate above described for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing or maintaining said sewer line and once Grantee ceases such use this Easement shall terminate.

IN WITNESS WHEREOF, said Grantor does hereunder set his hand and subscribe his name to the foregoing, this 27 day of April, 2022.

CITY OF MOBERLY, MISSOURI, Grantee

Grantors

By: _____
Brian Crane, City Manager

By: Ruth E Green
Ruth Green, Grantor

ATTEST: _____
Shannon Hance, City Clerk

By: Roger Taylor
Roger Taylor, Grantor

GRANTOR'S ACKNOWLEDGMENT

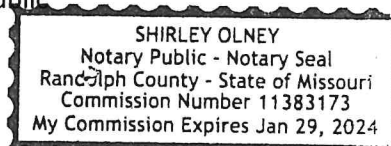
STATE OF MISSOURI)
)
COUNTY OF RANDOLPH)

On this 27 day of April, 2022, before me, the undersigned Notary Public, personally appeared Ruth Green and Roger Taylor, to me personally known, who by me being duly sworn, did say that they are joint tenants, and that said instrument was signed by them upon and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Randolph County, Missouri, the day and year last above written.

Shirley Olney
Notary Public

My commission expires Jun 29, 2022



GRANTEE'S ACKNOWLEDGMENT

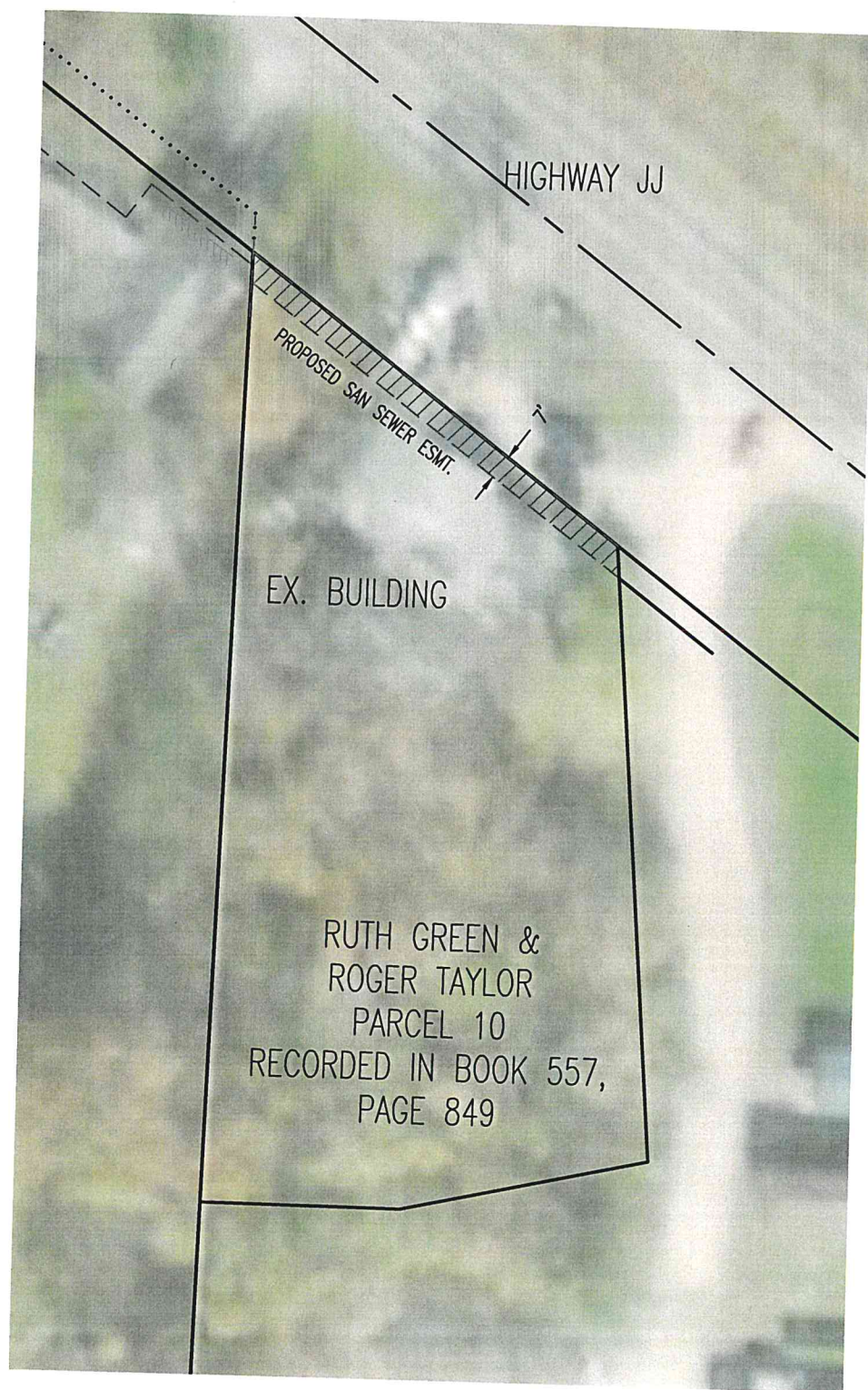
STATE OF MISSOURI)
)
COUNTY OF RANDOLPH)

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Brian Crane, to me personally known, who being by me duly sworn, did say he is the City Manager of the City of Moberly, Missouri, a municipal corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and the said Brian Crane acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Randolph County, Missouri, the day and year last above written.

Notary Public

My commission expires: _____



SCALE: 1"=50'



CROCKETT
ENGINEERING CONSULTANTS
1000 W. Nifong Blvd., Building 1
Columbia, Missouri 65203
(573) 447-0292
www.crockettengineering.com

CORPORATE NO:
2000151304

DATE:
11-17-2021

PROJECT:
200700

SCALE:
1" = 50'

DR: 180

RUTH GREEN AND ROGER TAYLOR

PARCEL 10
PROPOSED SEWER ESMT
SEC 34 T 54 N, R14 W
MOBERLY, RANDOLPH COUNTY, MISSOURI

-
1. Title: PERMANENT SEWER EASEMENT
 2. Date: APRIL 14, 2022
 3. Grantor: Holly Reed, Single Person
 4. Grantee: City of Moberly, Missouri
 5. Mailing Address of Grantee: 101 West Reed Street, Moberly, MO 65270
 6. Legal Description:

A STRIP OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 681, PAGE 227 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 20.00 FEET OF THE ABOVE-DESCRIBED TRACT, SAID STRIP BEING 20.00 FEET PARALLEL AND ADJACENT TO THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ. THIS STRIP CONTAINS APPROXIMATELY 8,810 SQUARE FEET.

PERMANENT SEWER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

88103951
\$2,202.50
SDW

THAT, Holly Reed, single person, hereinafter called the Grantor, for and in consideration of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the City of Moberly, Missouri, a municipal corporation of the State of Missouri, hereafter called Grantee, a permanent easement or right of way for the location, construction, reconstruction, maintenance, removal, operation and repair of a sewer line or forcemain extension, and any and all appurtenances incidental thereto on, over, under and through the following described tract of land lying, being and situated in the City of Moberly, Randolph County, Missouri, to-wit:

A STRIP OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 681, PAGE 227 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 20.00 FEET OF THE ABOVE-DESCRIBED TRACT, SAID STRIP BEING 20.00 FEET PARALLEL AND ADJACENT TO THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ. THIS STRIP CONTAINS APPROXIMATELY 8,810 SQUARE FEET.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the Grantee, its successors and assigns for so long as said use shall continue, the Grantor hereby covenanting for its heirs and successors and assigns unto the Grantee, its successors and assigns the following:

1. Said easement will be kept free from buildings and any other structures or obstructions which will interfere with the Grantee in using said land for the purpose of erecting, constructing, reconstructing, operating, repairing, and maintaining said sewer line or forcemain extension and appurtenances.
2. The right of Grantee, its agents, servants, employees, or independent contractor to go upon said land, and so much of the Grantor's adjoining land as may be reasonably necessary, at any time for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said sewer line or forcemain extension and all appurtenances incidental thereto.
3. That Grantor is lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by them which would interfere with the rights granted hereunder; and that they will forever warrant and defend the title thereto against the lawful claims of all affecting the right and easement granted hereunder.
4. Grantee may exercise the rights granted under this instrument so long as Grantee utilizes the real estate above described for the purpose of erecting, constructing, reconstructing, operating,

removing, replacing, repairing or maintaining said sewer line and once Grantee ceases such use this Easement shall terminate.

IN WITNESS WHEREOF, said Grantor does hereunder set his hand and subscribe his name to the foregoing, this 14 day of April, 2022.

CITY OF MOBERLY, MISSOURI, Grantee

Grantor

By: _____
Brian Crane, City Manager

By: Holly Reed
Holly Reed, Grantor

ATTEST: _____
Shannon Hance, City Clerk

ATTEST: [Signature]
_____, Witness

GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI)
)
COUNTY OF RANDOLPH)

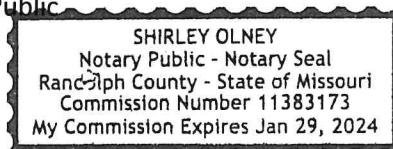
On this 14 day of April, 2022, before me, the undersigned Notary Public, personally appeared Holly Reed, to me personally known, who by me being duly sworn, did say that she is a single person and that said instrument was signed by her upon and acknowledged that she executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Randolph County, Missouri, the day and year last above written.

Shirley Olney

Notary Public

My commission expires Jan 29, 2024



GRANTEE'S ACKNOWLEDGMENT

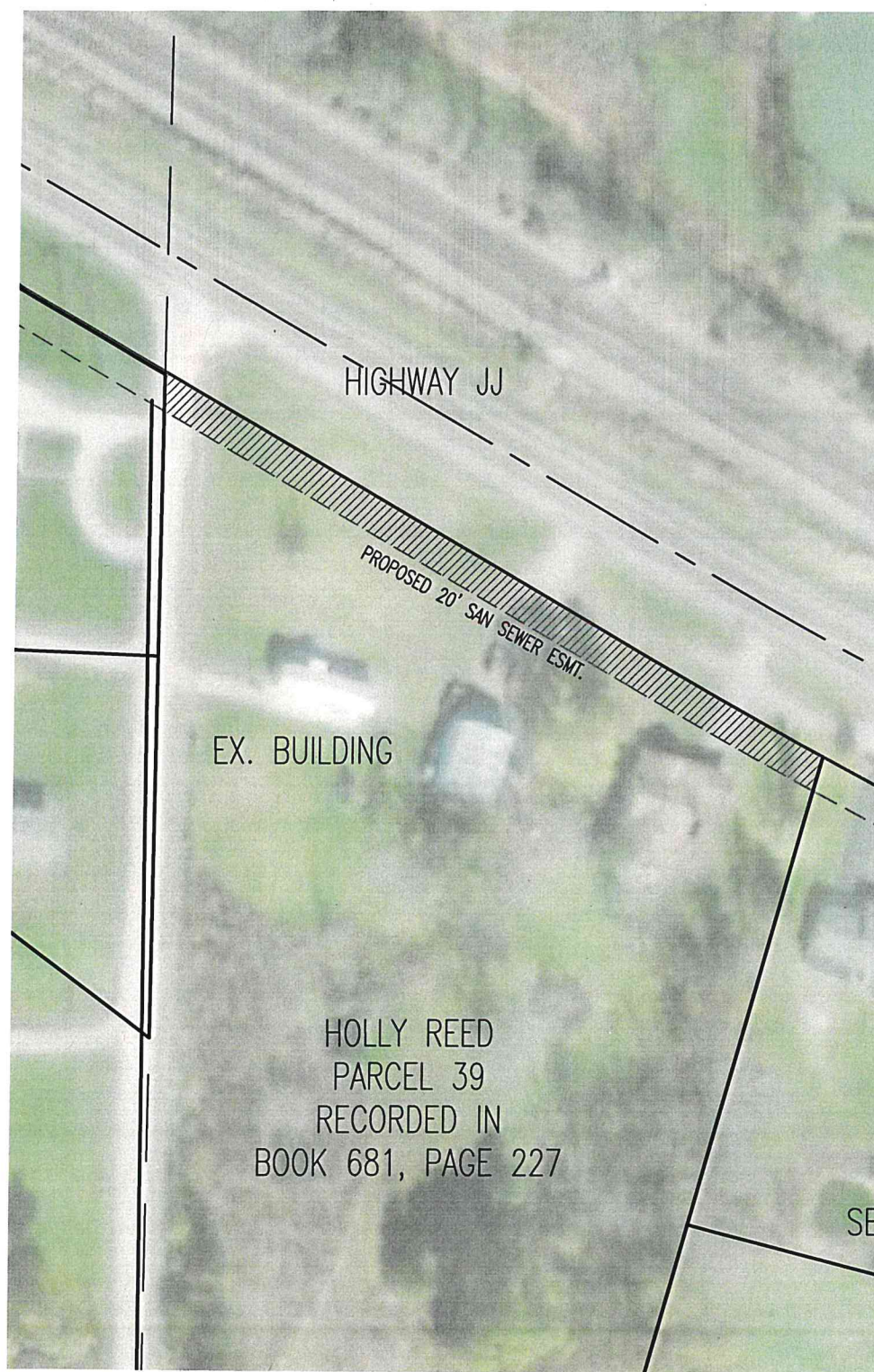
STATE OF MISSOURI)
)
 COUNTY OF RANDOLPH)

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Brian Crane, to me personally known, who being by me duly sworn, did say he is the City Manager of the City of Moberly, Missouri, a municipal corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and the said Brian Crane acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Randolph County, Missouri, the day and year last above written.

 Notary Public

My commission expires: _____



SCALE: 1"=100'



CROCKETT
ENGINEERING CONSULTANTS
1000 W. Nifong Blvd., Building 1
Columbia, Missouri 65203
(573) 447-0292
www.crockettengineering.com

CORPORATE NO:
2000151304

DATE:
12-14-2021

PROJECT:
200700

SCALE:
1" = 100'

DRAWN BY:
185

HOLLY REED

PARCEL 39
PROPOSED SEWER ESMT
SEC 32 T 54 N, R14 W
MOBERLY, RANDOLPH COUNTY, MISSOURI

-
1. Title: PERMANENT SEWER EASEMENT
 2. Date: 4-27-22
 3. Grantor: Christopher Hunt and Sue Hunt, Husband and Wife
 4. Grantee: City of Moberly, Missouri
 5. Mailing Address of Grantee: 101 West Reed Street, Moberly, MO 65270
 6. Legal Description:

A STRIP OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 485, PAGE 66 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT AT THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ, SAID STRIP BEING 15.00 FEET RIGHT OF AND ADJACENT TO THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ, AND WITH SAID SOUTH RIGHT OF WAY

LINE, S 53°13'35"E, 270.0 FEET; THENCE SAID STRIP NARROWING TO 3.00 FEET RIGHT OF AND ADJACENT TO THE FOLLOWING DESCRIBED LINE, AND CONTINUING WITH SAID SOUTH RIGHT OF WAY LINE, S 53°13'35"E, 35.0 FEET TO THE EAST LINE THEREOF AND THE END OF THIS DESCRIBED LINE. SAID STRIP CONTAINING 4,050 SQUARE FEET

PERMANENT SEWER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Christopher Hunt and Sue Hunt, husband and wife, hereinafter called the Grantor, for and in consideration of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the City of Moberly, Missouri, a municipal corporation of the State of Missouri, hereafter called Grantee, a permanent easement or right of way for the location, construction, reconstruction, maintenance, removal, operation and repair of a sewer line or forcemain extension, and any and all appurtenances incidental thereto on, over, under and through the following described tract of land lying, being and situated in the City of Moberly, Randolph County, Missouri, to-wit:

A STRIP OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 485, PAGE 66 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT AT THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ, SAID STRIP BEING 15.00 FEET RIGHT OF AND ADJACENT TO THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ, AND WITH SAID SOUTH RIGHT OF WAY LINE, S 53°13'35"E, 270.0 FEET; THENCE SAID STRIP NARROWING TO 3.00 FEET RIGHT OF AND ADJACENT TO THE FOLLOWING DESCRIBED LINE, AND CONTINUING WITH SAID SOUTH RIGHT OF WAY LINE, S 53°13'35"E, 35.0 FEET TO THE EAST LINE THEREOF AND THE END OF THIS DESCRIBED LINE. SAID STRIP CONTAINING 4,050 SQUARE FEET.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the Grantee, its successors and assigns for so long as said use shall continue, the Grantor hereby covenanting for its heirs and successors and assigns unto the Grantee, its successors and assigns the following:

1. Said easement will be kept free from buildings and any other structures or obstructions which will interfere with the Grantee in using said land for the purpose of erecting, constructing, reconstructing, operating, repairing, and maintaining said sewer line or forcemain extension and appurtenances.

2. The right of Grantee, its agents, servants, employees, or independent contractor to go upon said land, and so much of the Grantor's adjoining land as may be reasonably necessary, at any time for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said sewer line or forcemain extension and all appurtenances incidental thereto.

3. That Grantor is lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by them which would interfere with the rights granted hereunder; and that they will forever warrant and defend the title thereto against the lawful claims of all affecting the right and easement granted hereunder.

4. Grantee may exercise the rights granted under this instrument so long as Grantee utilizes the real estate above described for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing or maintaining said sewer line and once Grantee ceases such use this Easement shall terminate.

IN WITNESS WHEREOF, said Grantor does hereunder set his hand and subscribe his name to the foregoing, this 27 day of April, 2022.

CITY OF MOBERLY, MISSOURI, Grantee

Grantors

By: _____
Brian Crane, City Manager

By: Christopher Hunt
Christopher Hunt, Grantor

ATTEST: _____
Shannon Hance, City Clerk

By: Sue Hunt
Sue Hunt, Grantor

GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI)
)
 COUNTY OF RANDOLPH)

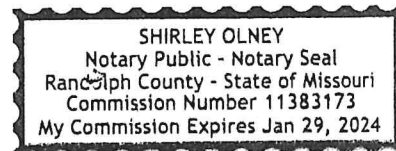
On this 27 day of April, 2022, before me, the undersigned Notary Public, personally appeared Christopher Hunt and Sue Hunt, to me personally known, who by me being duly sworn, did say that they are man and wife, and that said instrument was signed by them upon and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Randolph County, Missouri, the day and year last above written.

Shirley Olney

 Notary Public

My commission expires Jan 29, 2024



GRANTEE'S ACKNOWLEDGMENT

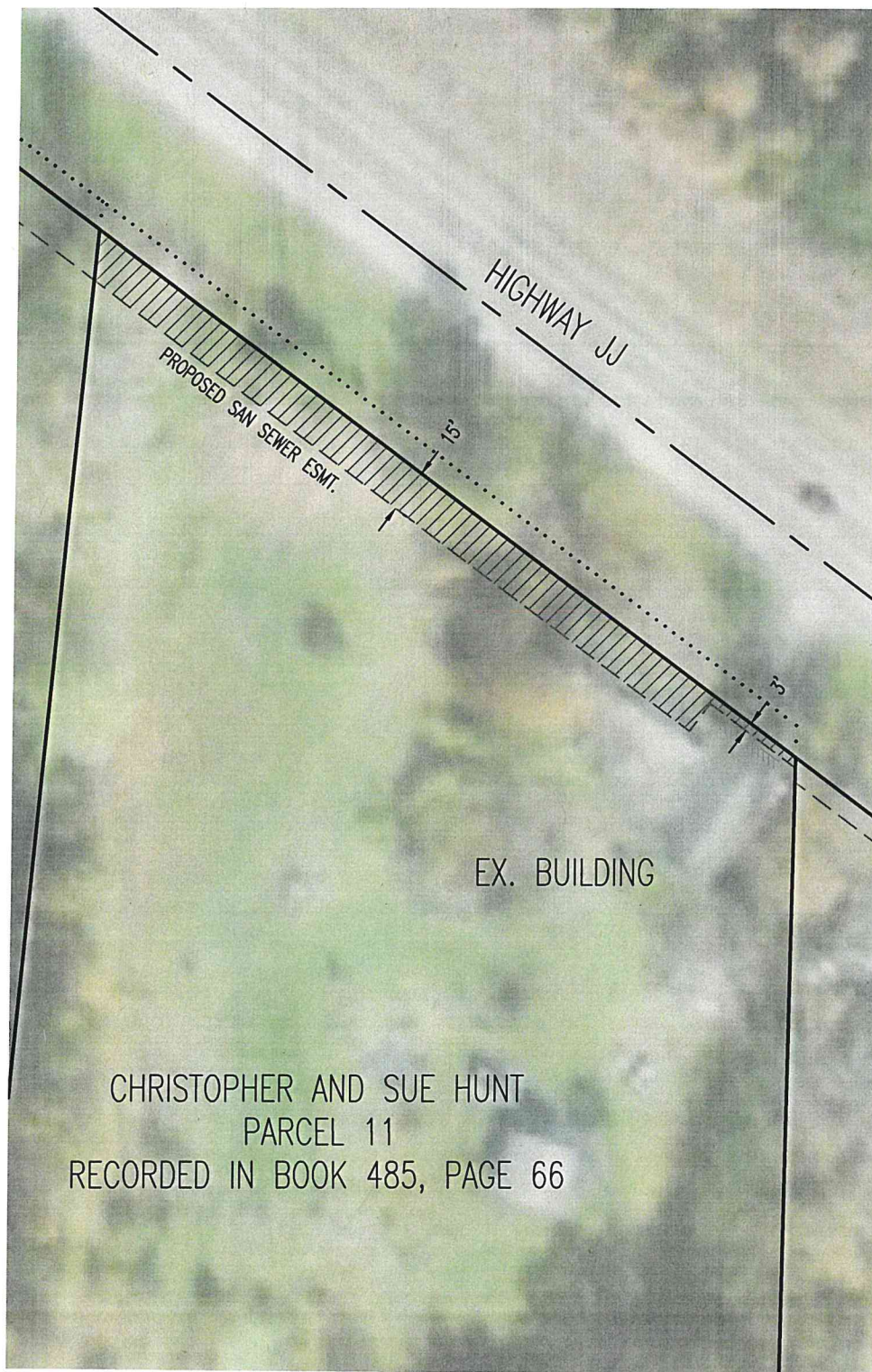
STATE OF MISSOURI)
)
 COUNTY OF RANDOLPH)

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Brian Crane, to me personally known, who being by me duly sworn, did say he is the City Manager of the City of Moberly, Missouri, a municipal corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and the said Brian Crane acknowledged said instrument to be the free act and deed of said corporation.

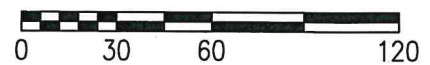
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Randolph County, Missouri, the day and year last above written.

 Notary Public

My commission expires: _____



SCALE: 1"=60'



CROCKETT
ENGINEERING CONSULTANTS
1000 W. Nifong Blvd., Building 1
Columbia, Missouri 65203
(573) 447-0292
www.crockettengineering.com

CORPORATE NO:
2000151304

DATE: 11-17-2021
SCALE: 1" = 60'
PROJECT: 200700
DR: 190

CHRISTOPHER & SUE HUNT

PARCEL 11
PROPOSED SEWER ESMT
SEC 34 T 54 N, R14 W
MOBERLY, RANDOLPH COUNTY, MISSOURI

-
1. Title: PERMANENT SEWER EASEMENT
 2. Date: April 14, 2008
 3. Grantor: Wayne H. Williams, Single person
 4. Grantee: City of Moberly, Missouri
 5. Mailing Address of Grantee: 101 West Reed Street, Moberly, MO 65270
 6. Legal Description:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 822, PAGE 765 AND BEING PART OF THE SURVEY RECORDED IN BOOK B VOLUME 1, PAGE 38 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT 2 OF SAID SURVEY AT THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ AND WITH THE SOUTH RIGHT OF WAY LINE

THEREOF, N 88°56'25"E, 190.68 FEET; THENCE 21.75 FEET ALONG A 1860.08-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD N 89°16'30"E, 21.75 FEET TO THE EAST LINE OF SAID TRACT 2; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE AND WITH THE EAST LINE OF SAID TRACT 2, S 0°02'25"E, 19.00 FEET; THENCE LEAVING SAID EAST LINE N 89°00'20"W, 115.05 FEET; THENCE S 44°21'15"W, 7.12 FEET; THENCE S 88°56'25"W, ON A LINE PARALLEL WITH SAID SOUTH RIGHT OF WAY LINE, 92.38 FEET TO THE WEST LINE OF SAID TRACT 2; THENCE WITH SAID WEST LINE, N 0°05'20"W, 20.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 3410 SQUARE FEET.

PERMANENT SEWER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Wayne H. Williams, single person, hereinafter called the Grantor, for and in consideration of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the City of Moberly, Missouri, a municipal corporation of the State of Missouri, hereafter called Grantee, a permanent easement or right of way for the location, construction, reconstruction, maintenance, removal, operation and repair of a sewer line or forcemain extension, and any and all appurtenances incidental thereto on, over, under and through the following described tract of land lying, being and situated in the City of Moberly, Randolph County, Missouri, to-wit:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 822, PAGE 765 AND BEING PART OF THE SURVEY RECORDED IN BOOK B VOLUME 1, PAGE 38 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT 2 OF SAID SURVEY AT THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ AND WITH THE SOUTH RIGHT OF WAY LINE THEREOF, N 88°56'25"E, 190.68 FEET; THENCE 21.75 FEET ALONG A 1860.08-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD N 89°16'30"E, 21.75 FEET TO THE EAST LINE OF SAID TRACT 2; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE AND WITH THE EAST LINE OF SAID TRACT 2, S 0°02'25"E, 19.00 FEET; THENCE LEAVING SAID EAST LINE N 89°00'20"W, 115.05 FEET; THENCE S 44°21'15"W, 7.12 FEET; THENCE S 88°56'25"W, ON A LINE PARALLEL WITH SAID SOUTH RIGHT OF WAY LINE, 92.38 FEET TO THE WEST LINE OF SAID TRACT 2; THENCE WITH SAID WEST LINE, N 0°05'20"W, 20.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 3410 SQUARE FEET

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the Grantee, its successors and assigns for so long as said use shall

continue, the Grantor hereby covenanting for its heirs and successors and assigns unto the Grantee, its successors and assigns the following:

1. Said easement will be kept free from buildings and any other structures or obstructions which will interfere with the Grantee in using said land for the purpose of erecting, constructing, reconstructing, operating, repairing, and maintaining said sewer line or forcemain extension and appurtenances.
2. The right of Grantee, its agents, servants, employees, or independent contractor to go upon said land, and so much of the Grantor's adjoining land as may be reasonably necessary, at any time for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said sewer line or forcemain extension and all appurtenances incidental thereto.
3. That Grantor is lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by them which would interfere with the rights granted hereunder; and that they will forever warrant and defend the title thereto against the lawful claims of all affecting the right and easement granted hereunder.
4. Grantee may exercise the rights granted under this instrument so long as Grantee utilizes the real estate above described for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing or maintaining said sewer line and once Grantee ceases such use this Easement shall terminate.

IN WITNESS WHEREOF, said Grantor does hereunder set his hand and subscribe his name to the foregoing, this 4 day of APRIL, 2022.

CITY OF MOBERLY, MISSOURI, Grantee

Grantor

By: _____
Brian Crane, City Manager

By: Wayne H Williams
Wayne H. Williams, Grantor

ATTEST: _____
Shannon Hance, City Clerk

ATTEST: Dana Ulmer
DANA ULMER, Witness

GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI)

)

COUNTY OF RANDOLPH)

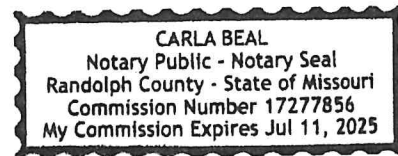
On this 4 day of April, 2022, before me, the undersigned Notary Public, personally appeared Wayne H. William, to me personally known, who by me being duly sworn, did say that he is a single person, and that said instrument was signed by him upon and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Randolph County, Missouri, the day and year last above written.

Carla Beal

Notary Public

My commission expires July 11, 2025



GRANTEE'S ACKNOWLEDGMENT

STATE OF MISSOURI)

)

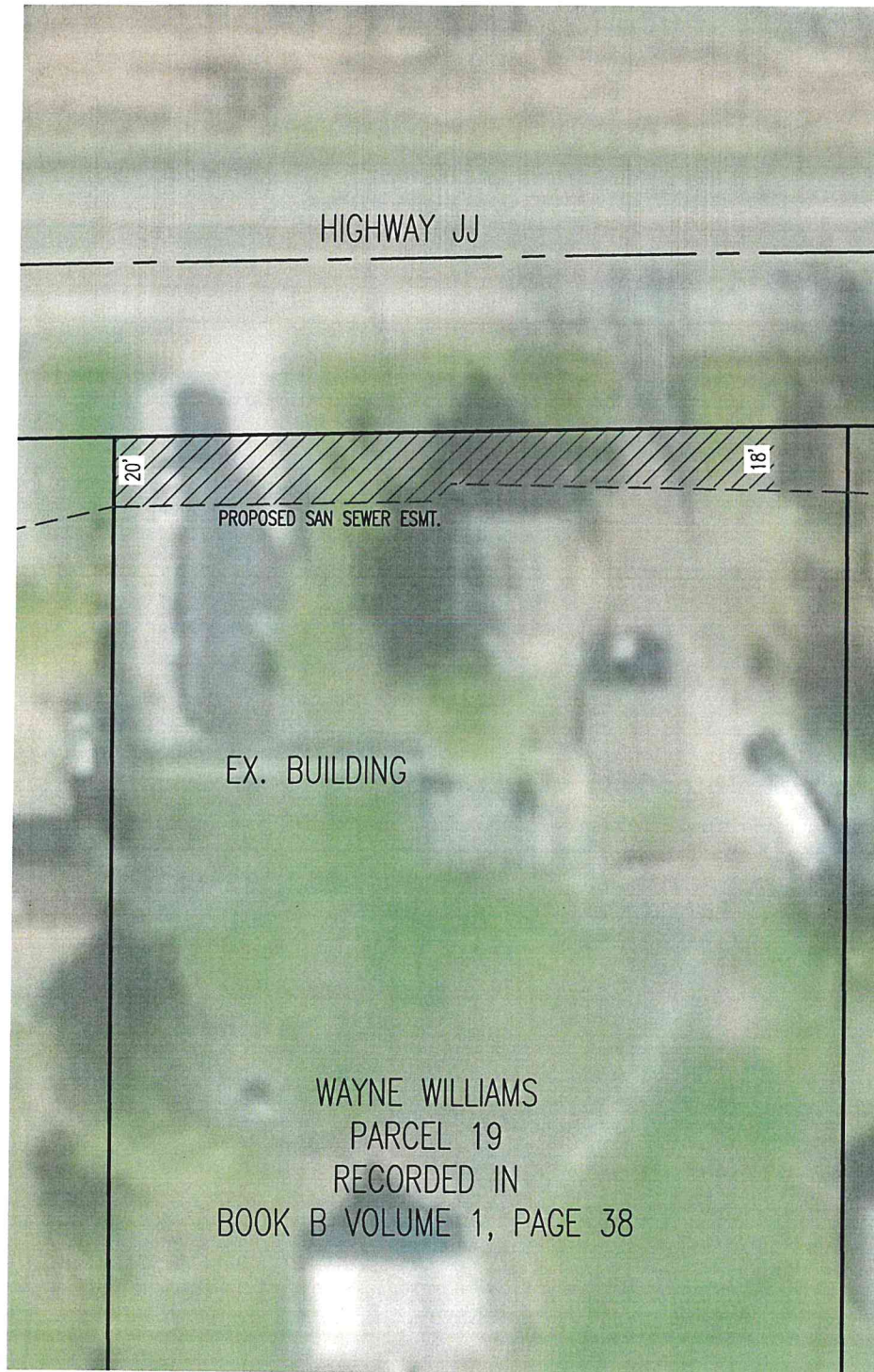
COUNTY OF RANDOLPH)

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Brian Crane, to me personally known, who being by me duly sworn, did say he is the City Manager of the City of Moberly, Missouri, a municipal corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and the said Brian Crane acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Randolph County, Missouri, the day and year last above written.

Notary Public

My commission expires: _____



SCALE: 1"=50'



CROCKETT ENGINEERING CONSULTANTS 1000 W. Nifong Blvd., Building 1 Columbia, Missouri 65203 (573) 447-0292 www.crockettengineering.com	CORPORATE NO: 2000151304		WAYNE WILLIAMS	
	DATE: 11-29-2021	SCALE: 1" = 50'	PARCEL 19	
	PROJECT: 200700	DRAWN BY: JWS	PROPOSED SEWER ESMT SEC 33 T 54 N, R14 W MOBERLY, RANDOLPH COUNTY, MISSOURI	

-
1. Title: PERMANENT SEWER EASEMENT
 2. Date: Apr 6, 2022
 3. Grantor: Delores Ludington & Tesia Phillips, Joint Tenants
 4. Grantee: City of Moberly, Missouri
 5. Mailing Address of Grantee: 101 West Reed Street, Moberly, MO 65270
 6. Legal Description:

A STRIP OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 426, PAGE 231 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 16.00 FEET OF THE ABOVE-DESCRIBED TRACT, SAID STRIP BEING 16.00 FEET PARALLEL AND ADJACENT TO THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ. THIS STRIP CONTAINS APPROXIMATELY 2,255 SQUARE FEET.

PERMANENT SEWER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Delores Ludington and Tesia Phillips, joint tenants, hereinafter called the Grantor, for and in consideration of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the City of Moberly, Missouri, a municipal corporation of the State of Missouri, hereafter called Grantee, a permanent easement or right of way for the location, construction, reconstruction, maintenance, removal, operation and repair of a sewer line or forcemain extension, and any and all appurtenances incidental thereto on, over, under and through the following described tract of land lying, being and situated in the City of Moberly, Randolph County, Missouri, to-wit:

A STRIP OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 426, PAGE 231 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 16.00 FEET OF THE ABOVE-DESCRIBED TRACT, SAID STRIP BEING 16.00 FEET PARALLEL AND ADJACENT TO THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ. THIS STRIP CONTAINS APPROXIMATELY 2,255 SQUARE FEET

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the Grantee, its successors and assigns for so long as said use shall continue, the Grantor hereby covenanting for its heirs and successors and assigns unto the Grantee, its successors and assigns the following:

1. Said easement will be kept free from buildings and any other structures or obstructions which will interfere with the Grantee in using said land for the purpose of erecting, constructing, reconstructing, operating, repairing, and maintaining said sewer line or forcemain extension and appurtenances.
2. The right of Grantee, its agents, servants, employees, or independent contractor to go upon said land, and so much of the Grantor's adjoining land as may be reasonably necessary, at any time for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said sewer line or forcemain extension and all appurtenances incidental thereto.
3. That Grantor is lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by them which would interfere with the rights granted hereunder; and that they will forever warrant and defend the title thereto against the lawful claims of all affecting the right and easement granted hereunder.

4. Grantee may exercise the rights granted under this instrument so long as Grantee utilizes the real estate above described for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing or maintaining said sewer line and once Grantee ceases such use this Easement shall terminate.

IN WITNESS WHEREOF, said Grantor does hereunder set his hand and subscribe his name to the foregoing, this 4 day of April, 2022.

CITY OF MOBERLY, MISSOURI, Grantee

Grantors

By: _____
Brian Crane, City Manager

By: Delores Ludington (Cox)
Delores Ludington, Grantor

ATTEST: _____
Shannon Hance, City Clerk

By: Tesia Phillips (Raines)
Tesia Phillips, Grantor

GRANTOR'S ACKNOWLEDGMENT

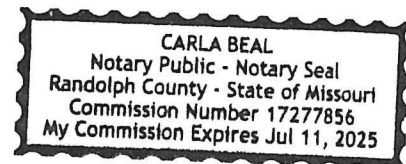
STATE OF MISSOURI)
)
COUNTY OF RANDOLPH)

On this 6 day of April, 2022, before me, the undersigned Notary Public, personally appeared Delores Ludington and Tesia Phillips, to me personally known, who by me being duly sworn, did say that they are joint tenants and that said instrument was signed by them and acknowledged that they executed the same as their free act and deed

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Randolph County, Missouri, the day and year last above written.

Carla Beal
Notary Public

My commission expires July 11, 2025



GRANTEE'S ACKNOWLEDGMENT

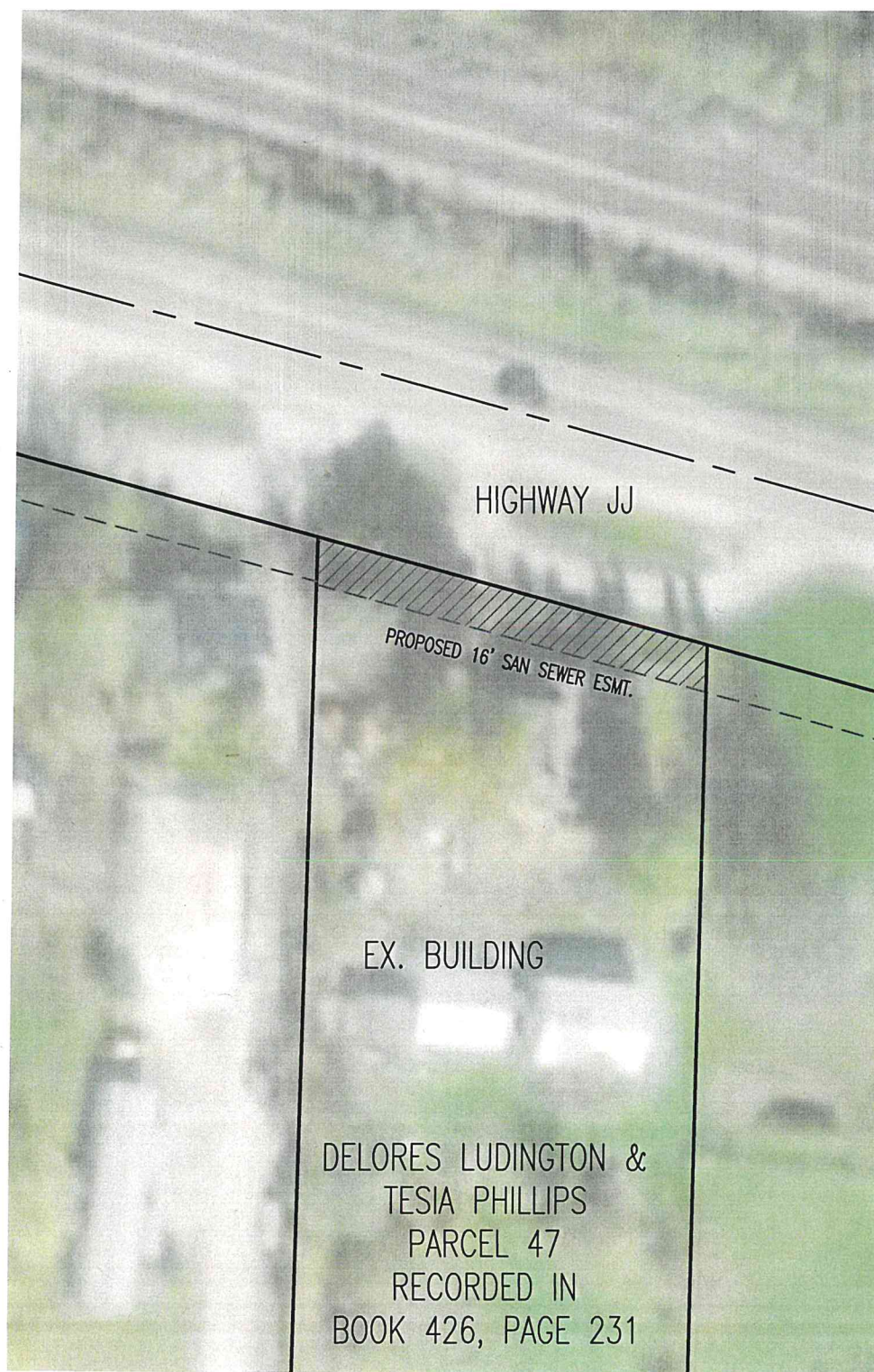
STATE OF MISSOURI)
)
 COUNTY OF RANDOLPH)

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Brian Crane, to me personally known, who being by me duly sworn, did say he is the City Manager of the City of Moberly, Missouri, a municipal corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and the said Brian Crane acknowledged said instrument to be the free act and deed of said corporation.

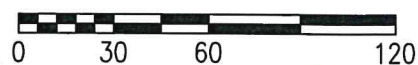
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Randolph County, Missouri, the day and year last above written.

 Notary Public

My commission expires: _____



SCALE: 1"=60'



CROCKETT
ENGINEERING CONSULTANTS
1000 W. Nifong Blvd., Building 1
Columbia, Missouri 65203
(573) 447-0292
www.crockettengineering.com

CORPORATE NO:
2000151304

DATE:
12-14-2021

PROJECT:
200700

SCALE:
1" = 60'

DRAWN BY:
200

DELORES LUDINGTON & TESIA PHILLIPS

PARCEL 47
PROPOSED SEWER ESMT
SEC 32 T 54 N, R14 W
MOBERLY, RANDOLPH COUNTY, MISSOURI

-
1. **Title:** PERMANENT SEWER EASEMENT
 2. **Date:** _____
 3. **Grantor:** C&DO Property Management, LLC
 4. **Grantee:** City of Moberly, Missouri
 5. **Mailing Address of Grantee:** 101 West Reed Street, Moberly, MO 65270
 6. **Legal Description:**

A STRIP AND A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 724, PAGE 717 AND BEING PART OF THE 29.67 ACRE TRACT SHOWN IN THE SURVEY RECORDED IN BOOK B VOLUME 2, PAGE 235 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT:

BEGINNING AT THE NORTHEAST CORNER OF SAID SURVEY, ON THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ, AND THE EAST LINE OF SAID SECTION 33; THENCE FROM THE POINT OF

BEGINNING AND WITH THE EAST LINE OF SAID SECTION, S 0°57'05"W, 18.34 FEET; THENCE LEAVING SAID SECTION LINE, N 51°22'00"W, 32.14 FEET; THENCE N 41°37'40"W, 28.97 FEET; THENCE N 53°13'35"W, 17.41 FEET; THENCE N 64°28'35"W, 35.88 FEET; THENCE N 53°13'35"W, 100.74 FEET; THENCE N 64°28'35"W, 43.62 FEET; THENCE N 53°13'35"W, 43.08 FEET TO POINT 'A'; THENCE FROM POINT 'A' AND CONTINUING N 53°13'35"W, 26.76 FEET; THENCE N 41°58'35"W, 43.62 FEET; THENCE N 53°13'35"W, 195.32 FEET; THENCE N 41°58'35"W, 41.01 FEET; THENCE N 53°13'35"W, 34.56 FEET TO THE EAST LINE OF THE TRACT OF LAND DESCRIBED IN THE QUIT-CLAIM DEED RECORDED IN BOOK 557, PAGE 849; THENCE WITH SAID EAST LINE, N 4°48'05"W, 9.36 FEET TO THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ; THENCE WITH SAID SOUTH RIGHT OF WAY LINE, S 53°13'35"E, 625.02 FEET; THENCE 9.78 FEET ALONG A 1581.40-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD S 53°24'15"E, 9.78 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.46 ACRES.

STRIP:

BEGINNING AT POINT 'A' AS DESCRIBED ABOVE, SAID STRIP BEING 10.00 FEET WIDE AND LYING 5 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE, S 6°19'15"W, 59.68 FEET; THENCE S 2°16'35"E, 46.41 FEET; THENCE S 13°30'55"E, 60.23 FEET; THENCE S 6°39'05"E, 85.37; THENCE S 12°16'05"W, 34.70 FEET; THENCE 49°07'55"W, 39.66 FEET; THENCE S 26°33'30"W, 51.02 FEET; THENCE S 4°32'05"W, 77.00 FEET; THENCE S 88°48'35"W, 161.20 FEET; THENCE N 42°17'50"W, 27.61 FEET; THENCE SAID STRIP WIDENING TO 50.00 FEET WIDE AND LYING 41.0 FEET LEFT AND 9.0 FEET RIGHT OF THE FOLLOWING DESCRIBED LINE, N 0°00'00"W, 81.38 FEET TO THE END OF THIS DESCRIBED LINE

PERMANENT SEWER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, C&DO Property Management, LLC, hereinafter called the Grantor, for and in consideration of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the City of Moberly, Missouri, a municipal corporation of the State of Missouri, hereafter called Grantee, a permanent easement or right of way for the location, construction, reconstruction, maintenance, removal, operation and repair of a sewer line or forcemain extension, and any and all appurtenances incidental thereto on, over, under and through the following described tract of land lying, being and situated in the City of Moberly, Randolph County, Missouri, to-wit:

A STRIP AND A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 724, PAGE 717 AND BEING PART OF THE 29.67 ACRE TRACT SHOWN IN THE SURVEY RECORDED IN BOOK B VOLUME 2, PAGE 235 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT:

BEGINNING AT THE NORTHEAST CORNER OF SAID SURVEY, ON THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ, AND THE EAST LINE OF SAID SECTION 33; THENCE FROM THE POINT OF BEGINNING AND WITH THE EAST LINE OF SAID SECTION, S 0°57'05"W, 18.34 FEET; THENCE LEAVING SAID SECTION LINE, N 51°22'00"W, 32.14 FEET; THENCE N 41°37'40"W, 28.97 FEET; THENCE N 53°13'35"W, 17.41 FEET; THENCE N 64°28'35"W, 35.88 FEET; THENCE N 53°13'35"W, 100.74 FEET; THENCE N 64°28'35"W, 43.62 FEET; THENCE N 53°13'35"W, 43.08 FEET TO POINT 'A'; THENCE FROM POINT 'A' AND CONTINUING N 53°13'35"W, 26.76 FEET; THENCE N 41°58'35"W, 43.62 FEET; THENCE

N 53°13'35"W, 195.32 FEET; THENCE N 41°58'35"W, 41.01 FEET; THENCE N 53°13'35"W, 34.56 FEET TO THE EAST LINE OF THE TRACT OF LAND DESCRIBED IN THE QUIT-CLAIM DEED RECORDED IN BOOK 557, PAGE 849; THENCE WITH SAID EAST LINE, N 4°48'05"W, 9.36 FEET TO THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ; THENCE WITH SAID SOUTH RIGHT OF WAY LINE, S 53°13'35"E, 625.02 FEET; THENCE 9.78 FEET ALONG A 1581.40-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD S 53°24'15"E, 9.78 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.46 ACRES.

STRIP:

BEGINNING AT POINT 'A' AS DESCRIBED ABOVE, SAID STRIP BEING 10.00 FEET WIDE AND LYING 5 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE, S 6°19'15"W, 59.68 FEET; THENCE S 2°16'35"E, 46.41 FEET; THENCE S 13°30'55"E, 60.23 FEET; THENCE S 6°39'05"E, 85.37; THENCE S 12°16'05"W, 34.70 FEET; THENCE 49°07'55"W, 39.66 FEET; THENCE S 26°33'30"W, 51.02 FEET; THENCE S 4°32'05"W, 77.00 FEET; THENCE S 88°48'35"W, 161.20 FEET; THENCE N 42°17'50"W, 27.61 FEET; THENCE SAID STRIP WIDENING TO 50.00 FEET WIDE AND LYING 41.0 FEET LEFT AND 9.0 FEET RIGHT OF THE FOLLOWING DESCRIBED LINE, N 0°00'00"W, 81.38 FEET TO THE END OF THIS DESCRIBED LINE

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the Grantee, its successors and assigns for so long as said use shall continue, the Grantor hereby covenanting for its heirs and successors and assigns unto the Grantee, its successors and assigns the following:

1. Said easement will be kept free from buildings and any other structures or obstructions which will interfere with the Grantee in using said land for the purpose of erecting, constructing, reconstructing, operating, repairing, and maintaining said sewer line or forcemain extension and appurtenances.
2. The right of Grantee, its agents, servants, employees, or independent contractor to go upon said land, and so much of the Grantor's adjoining land as may be reasonably necessary, at any time for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said sewer line or forcemain extension and all appurtenances incidental thereto.
3. That Grantor is lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by them which would interfere with the rights granted hereunder; and that they will forever warrant and defend the title thereto against the lawful claims of all affecting the right and easement granted hereunder.
4. Grantee may exercise the rights granted under this instrument so long as Grantee utilizes the real estate above described for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing or maintaining said sewer line and once Grantee ceases such use this Easement shall terminate.

IN WITNESS WHEREOF, said Grantor does hereunder set his hand and subscribe his name to the foregoing, this ____ day of _____, 2022.

CITY OF MOBERLY, MISSOURI, Grantee

C& DO Property Management, LLC, Grantor

By: _____
 Brian Crane, City Manager

By: Dana Orf
Dana Orf, President

ATTEST: _____
 Shannon Hance, City Clerk

ATTEST: Dana Ulmer
Dana Ulmer, Secretary

GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI)
)
 COUNTY OF RANDOLPH)

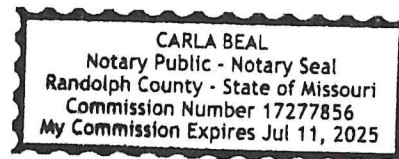
On this 25 day of April, 2022, before me, the undersigned Notary Public, personally appeared Dana Orf, to me personally known, who by me being duly sworn, did say that she is the President of C& DO Property Management, LLC, a Missouri Corporation and that said instrument was signed by her upon authority given her by said corporation and acknowledged that she executed the same as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Randolph County, Missouri, the day and year last above written.

Carla Beal

 Notary Public

My commission expires July 11, 2025



GRANTEE'S ACKNOWLEDGMENT

STATE OF MISSOURI)
)
 COUNTY OF RANDOLPH)

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Brian Crane, to me personally known, who being by me duly sworn, did say he is the City Manager of the City of Moberly, Missouri, a municipal corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and the said Brian Crane acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Randolph County, Missouri, the day and year last above written.

 Notary Public

My commission expires: _____

DESCRIPTION PUBLIC SEWER EASEMENT – C & DO PROPERTY MANAGEMENT II, LLC.
 FOR CITY OF MOBERLY
 JOB #200700
 PARCEL 9

NOVEMBER 16, 2021

A STRIP AND A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 724, PAGE 717 AND BEING PART OF THE 29.67 ACRE TRACT SHOWN IN THE SURVEY RECORDED IN BOOK B VOLUME 2, PAGE 235 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT:

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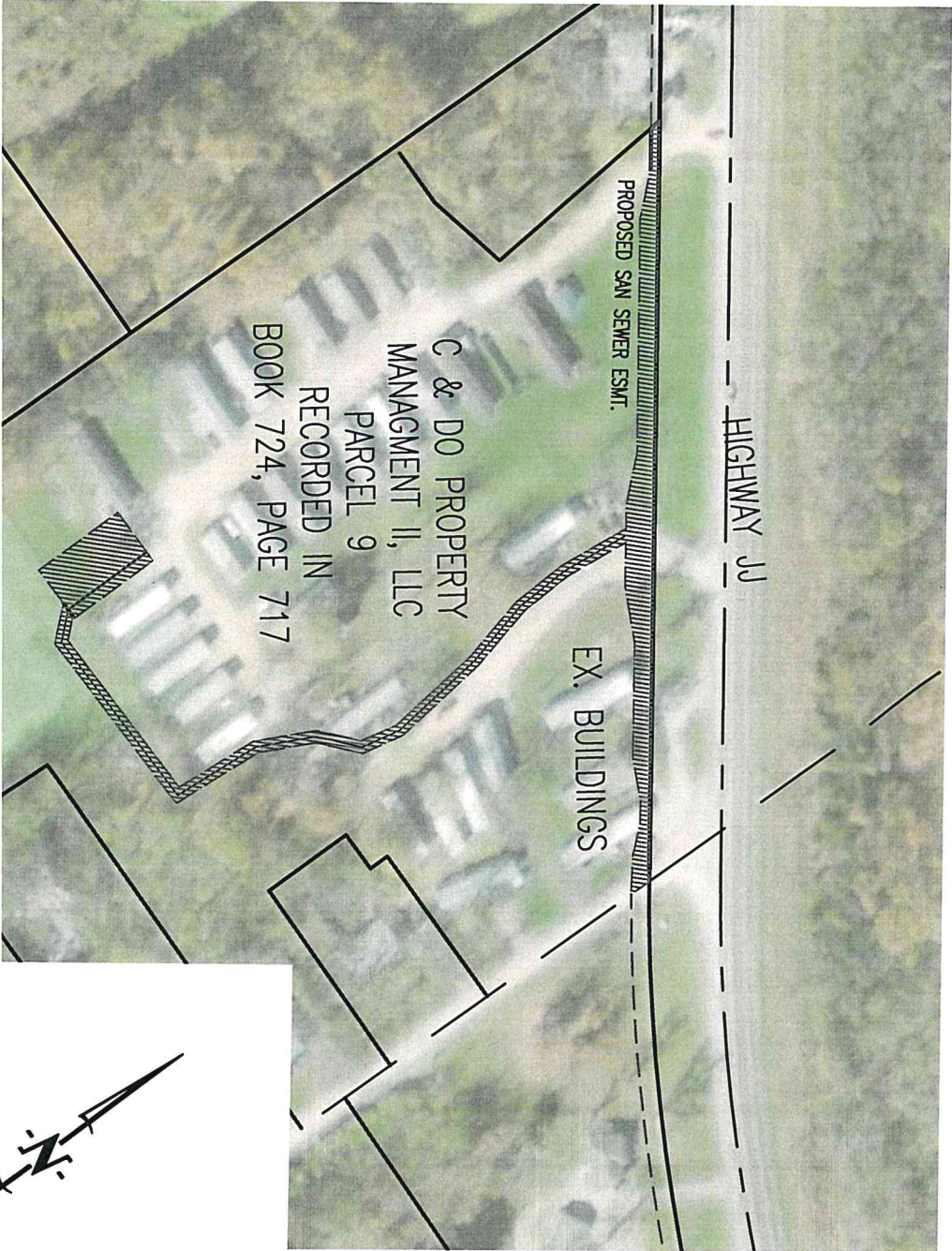
STRIP:

BEGINNING AT POINT 'A' AS DESCRIBED ABOVE, SAID STRIP BEING 10.00 FEET WIDE AND LYING 5 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE, S 6°19'15"W, 59.68 FEET; THENCE S 2°16'35"E, 46.41 FEET; THENCE S 13°30'55"E, 60.23 FEET; THENCE S 6°39'05"E, 85.37; THENCE S 12°16'05"W, 34.70 FEET; THENCE 49°07'55"W, 39.66 FEET; THENCE S 26°33'30"W, 51.02 FEET; THENCE S 4°32'05"W, 77.00 FEET; THENCE S 88°48'35"W, 161.20 FEET; THENCE N 42°17'50"W, 27.61 FEET; THENCE SAID STRIP WIDENING TO 50.00 FEET WIDE AND LYING 41.0 FEET LEFT AND 9.0 FEET RIGHT OF THE FOLLOWING DESCRIBED LINE, N 0°00'00"W, 81.38 FEET TO THE END OF THIS DESCRIBED LINE.

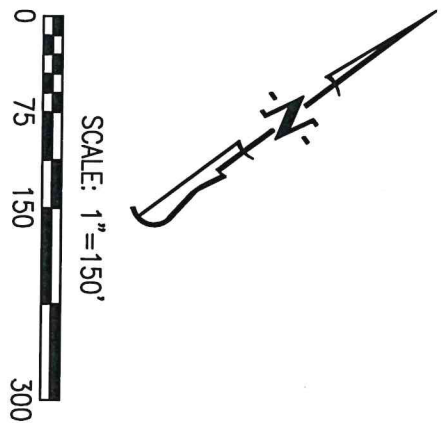
DAVID T. BUTCHER, PLS-2002014095

DATE

CROCKETT ENGINEERING CONSULTANTS 1000 W. Nifong Blvd. Building 1 Columbia, Missouri 65203 (573) 447-0292 www.crockettengineering.com	CORPORATE NUMBER 2000151304	SEWER ESMT – C & DO PROPERTY MANAGEMENT II
	DATE: 11/16/21	SE 1/4 SECTION 33, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI
	PROJECT: 200700	



CROCKETT ENGINEERING CONSULTANTS 1000 W. Nifong Blvd., Building 1 Columbia, Missouri 65203 (573) 447-0292 www.crockettengineering.com		CORPORATE NO: 2000161304		C & DO PROPERTY MANAGEMENT, LLC	
DATE: 11-17-2021	SCALE: 1" = 150'				
PROJECT: 200700	DRAWN BY: JWS	PARCEL 9 PROPOSED SEWER ESMT SEC 34 T 54 N. R14 W MOBERLY, RANDOLPH COUNTY, MISSOURI			



-
1. **Title:** PERMANENT SEWER EASEMENT
 2. **Date:** 4-25-2002
 3. **Grantor:** C & DO Property Management, LLC
 4. **Grantee:** City of Moberly, Missouri
 5. **Mailing Address of Grantee:** 101 West Reed Street, Moberly, MO 65270
 6. **Legal Description:**

A STRIP OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 678, PAGE 334 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND BEING 20.0 FEET WIDE AT THE NORTHEAST CORNER OF SAID TRACT AND GRADUALLY WIDENING IN UNIFORM WIDTH TO 25.0 FEET WIDE AT THE NORTHWEST CORNER OF SAID TRACT; SAID STRIP INTENDED TO BE ADJACENT TO THE SOUTH RIGHT OF WAY OF STATE ROUTE JJ.

PERMANENT SEWER LINE EASEMENT**KNOW ALL MEN BY THESE PRESENTS:**

THAT, C & DO Property Management, LLC, hereinafter called the Grantor, for and in consideration of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the City of Moberly, Missouri, a municipal corporation of the State of Missouri, hereafter called Grantee, a permanent easement or right of way for the location, construction, reconstruction, maintenance, removal, operation and repair of a sewer line or forcemain extension, and any and all appurtenances incidental thereto on, over, under and through the following described tract of land lying, being and situated in the City of Moberly, Randolph County, Missouri, to-wit:

A STRIP OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 678, PAGE 334 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND BEING 20.0 FEET WIDE AT THE NORTHEAST CORNER OF SAID TRACT AND GRADUALLY WIDENING IN UNIFORM WIDTH TO 25.0 FEET WIDE AT THE NORTHWEST CORNER OF SAID TRACT; SAID STRIP INTENDED TO BE ADJACENT TO THE SOUTH RIGHT OF WAY OF STATE ROUTE JJ

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the Grantee, its successors and assigns for so long as said use shall continue, the Grantor hereby covenanting for its heirs and successors and assigns unto the Grantee, its successors and assigns the following:

1. Said easement will be kept free from buildings and any other structures or obstructions which will interfere with the Grantee in using said land for the purpose of erecting, constructing, reconstructing, operating, repairing, and maintaining said sewer line or forcemain extension and appurtenances.
2. The right of Grantee, its agents, servants, employees, or independent contractor to go upon said land, and so much of the Grantor's adjoining land as may be reasonably necessary, at any time for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said sewer line or forcemain extension and all appurtenances incidental thereto.
3. That Grantor is lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by them which would interfere with the rights granted hereunder; and that they will forever warrant and defend the title thereto against the lawful claims of all affecting the right and easement granted hereunder.

4. Grantee may exercise the rights granted under this instrument so long as Grantee utilizes the real estate above described for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing or maintaining said sewer line and once Grantee ceases such use this Easement shall terminate.

IN WITNESS WHEREOF, said Grantor does hereunder set his hand and subscribe his name to the foregoing, this 25 day of APRIL, 2022.

CITY OF MOBERLY, MISSOURI, Grantee

C& DO Property Management, LLC., Grantors

By: _____
Brian Crane, City Manager

By: Dana Orf, President

ATTEST: _____
Shannon Hance, City Clerk

ATTEST: Dana Ulmer, Secretary

GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI)
)
COUNTY OF RANDOLPH)

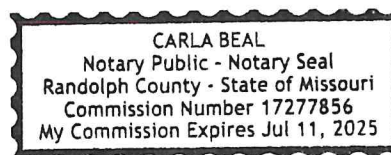
On this 25 day of April, 2022, before me, the undersigned Notary Public, personally appeared Dana Orf, to me personally known, who by me being duly sworn, did say that he/she is the President of C & DO Property Management LLC., a Missouri Corporation and that said instrument was signed by his/her upon authority given his/her by said Limited Liability Company and acknowledged that he/she executed the same as his/her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Randolph County, Missouri, the day and year last above written.

Carla Beal

Notary Public

My commission expires July 11, 2025



GRANTEE'S ACKNOWLEDGMENT

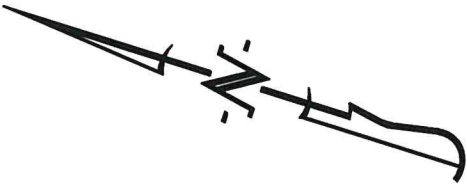
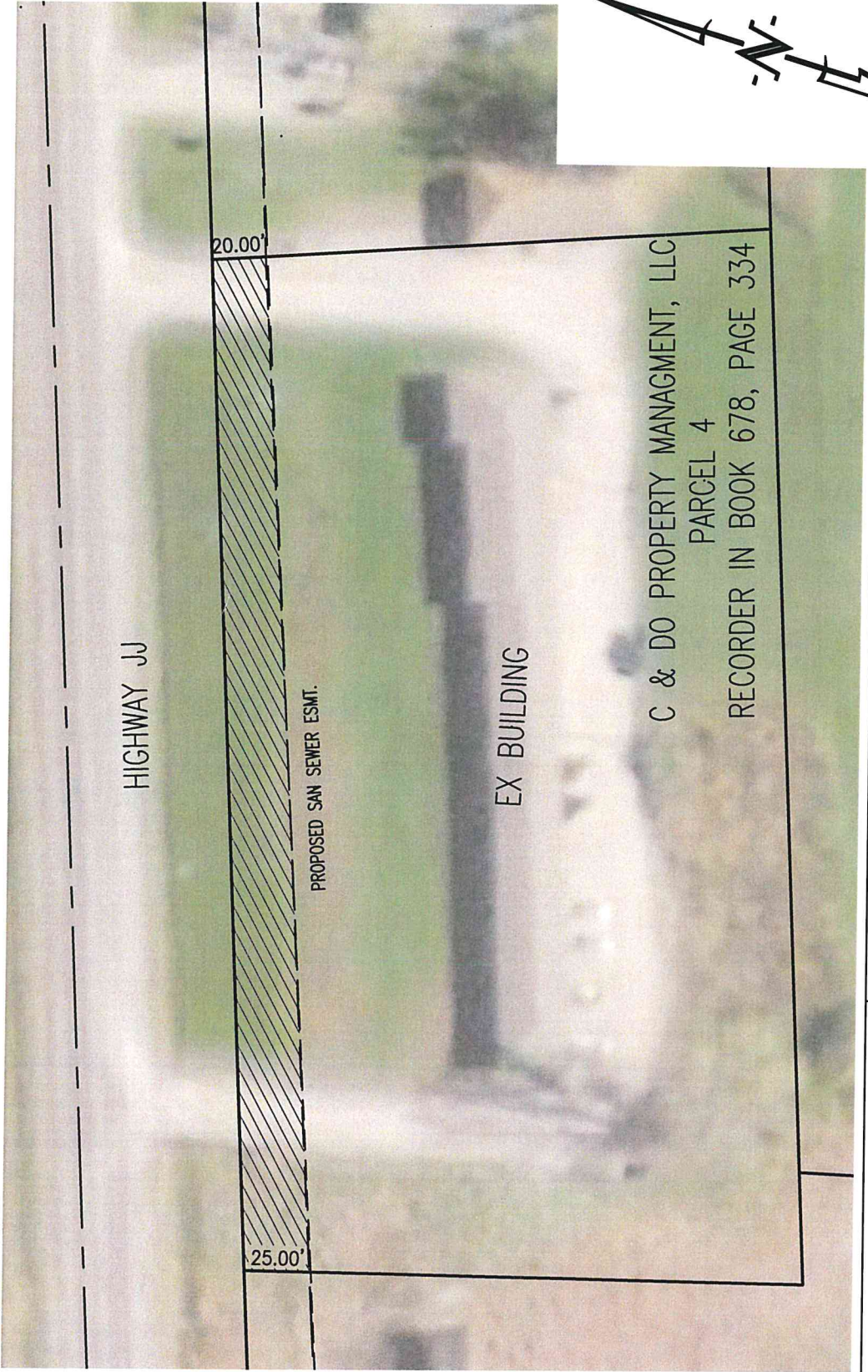
STATE OF MISSOURI)
)
 COUNTY OF RANDOLPH)

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Brian Crane, to me personally known, who being by me duly sworn, did say he is the City Manager of the City of Moberly, Missouri, a municipal corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and the said Brian Crane acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Randolph County, Missouri, the day and year last above written.

 Notary Public

My commission expires: _____



SCALE: 1"=60'



CROCKETT ENGINEERING CONSULTANTS 1000 W. Nifong Blvd., Building 1 Columbia, Missouri 65203 (573) 447-0292 www.crockettengineering.com	CORPORATE NO: 2000151304		C & DO PROPERTY MANAGEMENT, LLC	
	DATE: 11-16-2021	SCALE: 1" = 60'	PARCEL 3 PROPOSED SEWER ESMT SEC 34 T 54 N, R14 W	
	PROJECT: 200700	DRAWN BY: JWS	MOBERLY, RANDOLPH COUNTY, MISSOURI	

-
1. Title: PERMANENT SEWER EASEMENT
 2. Date: 4-28-22
 3. Grantor: Richard L. Hicks and Jeannie Hicks, Husband and Wife
 4. Grantee: City of Moberly, Missouri
 5. Mailing Address of Grantee: 101 West Reed Street, Moberly, MO 65270
 6. Legal Description:

A STRIP OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 73M, PAGE 226 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 20.00 FEET OF THE ABOVE-DESCRIBED TRACT, SAID STRIP BEING 20.00 FEET PARALLEL AND ADJACENT TO THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ. THIS STRIP CONTAINS APPROXIMATELY 3,750 SQUARE FEET

PERMANENT SEWER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Richard L. Hicks and Jeannie Hicks, husband and wife, hereinafter called the Grantors, for and in consideration of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the City of Moberly, Missouri, a municipal corporation of the State of Missouri, hereafter called Grantee, a permanent easement or right of way for the location, construction, reconstruction, maintenance, removal, operation and repair of a sewer line or forcemain extension, and any and all appurtenances incidental thereto on, over, under and through the following described tract of land lying, being and situated in the City of Moberly, Randolph County, Missouri, to-wit:

A STRIP OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 73M, PAGE 226 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 20.00 FEET OF THE ABOVE-DESCRIBED TRACT, SAID STRIP BEING 20.00 FEET PARALLEL AND ADJACENT TO THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ. THIS STRIP CONTAINS APPROXIMATELY 3,750 SQUARE FEET

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the Grantee, its successors and assigns for so long as said use shall continue, the Grantor hereby covenanting for its heirs and successors and assigns unto the Grantee, its successors and assigns the following:

1. Said easement will be kept free from buildings and any other structures or obstructions which will interfere with the Grantee in using said land for the purpose of erecting, constructing, reconstructing, operating, repairing, and maintaining said sewer line or forcemain extension and appurtenances.
2. The right of Grantee, its agents, servants, employees, or independent contractor to go upon said land, and so much of the Grantor's adjoining land as may be reasonably necessary, at any time for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said sewer line or forcemain extension and all appurtenances incidental thereto.
3. That Grantor is lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by them which would interfere with the rights granted hereunder; and that they will forever warrant and defend the title thereto against the lawful claims of all affecting the right and easement granted hereunder.

4. Grantee may exercise the rights granted under this instrument so long as Grantee utilizes the real estate above described for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing or maintaining said sewer line and once Grantee ceases such use this Easement shall terminate.

IN WITNESS WHEREOF, said Grantor does hereunder set his hand and subscribe his name to the foregoing, this 28 day of April, 2022.

CITY OF MOBERLY, MISSOURI, Grantee

Grantors

By: _____
Brian Crane, City Manager

By: Richard L. Hicks
Richard L. Hicks, Grantor

ATTEST: _____
Shannon Hance, City Clerk

By: Jeannie Hicks
Jeannie Hicks, Grantor

GRANTOR'S ACKNOWLEDGMENT

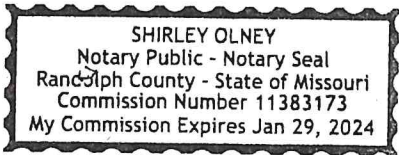
STATE OF MISSOURI)
)
COUNTY OF RANDOLPH)

On this 28 day of April, 2022, before me, the undersigned Notary Public, personally appeared Richard L. Hicks and Jeannie Hicks, to me personally known, who by me being duly sworn, did say that they are man and wife, and that said instrument was signed by them upon and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Randolph County, Missouri, the day and year last above written.

Shirley Olney
Notary Public

My commission expires JAN 29, 2024



GRANTEE'S ACKNOWLEDGMENT

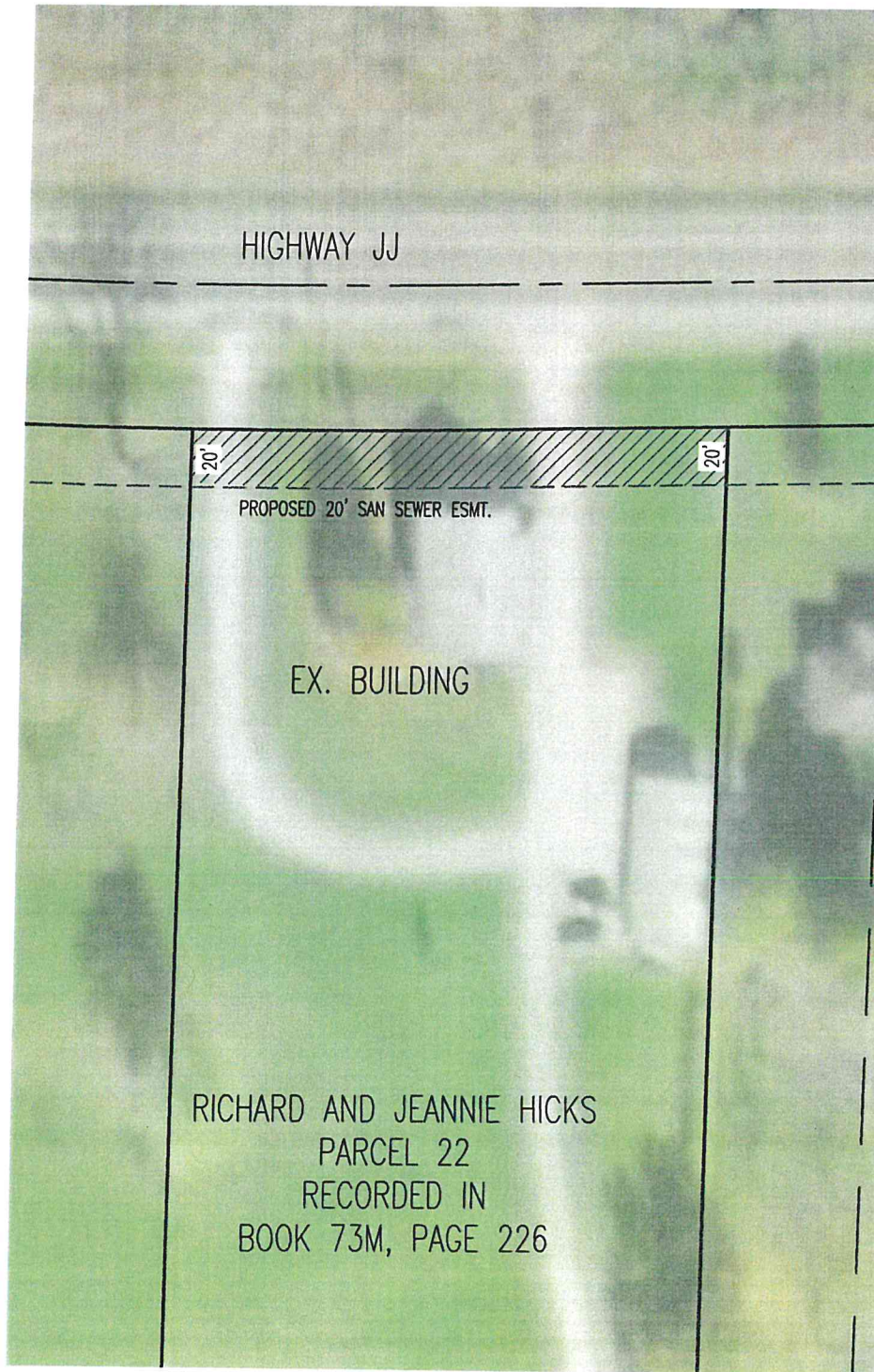
STATE OF MISSOURI)
)
 COUNTY OF RANDOLPH)

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Brian Crane, to me personally known, who being by me duly sworn, did say he is the City Manager of the City of Moberly, Missouri, a municipal corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and the said Brian Crane acknowledged said instrument to be the free act and deed of said corporation.

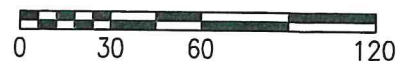
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Randolph County, Missouri, the day and year last above written.

 Notary Public

My commission expires: _____



SCALE: 1"=60'



CROCKETT
ENGINEERING CONSULTANTS
1000 W. Nifong Blvd., Building 1
Columbia, Missouri 65203
(573) 447-0292
www.crockettengineering.com

CORPORATE NO:
2000151304

DATE:
11-29-2021

PROJECT:
200700

SCALE:
1" = 60'

DRAWN BY:
217

RICHARD AND JEANNIE HICKS

PARCEL 22
PROPOSED SEWER ESMT
SEC 33 T 54 N, R14 W
MOBERLY, RANDOLPH COUNTY, MISSOURI

-
1. Title: PERMANENT SEWER EASEMENT
 2. Date: April 5, 2022
 3. Grantor: Michael R. Honey and Rebecca A. Honey, Husband and Wife
 4. Grantee: City of Moberly, Missouri
 5. Mailing Address of Grantee: 101 West Reed Street, Moberly, MO 65270
 6. Legal Description:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 896, PAGE 377 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROUTE JJ AT THE NORTHEAST CORNER OF THE TRACT DESCRIBED IN THE DEED RECORDED IN BOOK 97H, PAGE 37 AND THE NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED; THENCE

FROM THE POINT OF BEGINNING AND WITH SAID SOUTHERLY RIGHT OF WAY LINE, 335.62 FEET ALONG A 2914.93-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD S 85°51'05"E, 335.44 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, S 0°58'20"W, 20.00 FEET; THENCE ON A LINE PARALLEL WITH SAID SOUTHERLY RIGHT OF WAY LINE, 258.37 FEET ALONG A 2934.93-FOOT RADIUS, NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD N 86°35'40"W, 258.28 FEET; THENCE S 73°09'05"W, 32.88 FEET; THENCE N 65°19'10"W, 49.71 FEET TO THE EAST LINE OF SAID TRACT DESCRIBED IN THE DEED RECORDED IN BOOK 97H, PAGE 37; THENCE WITH SAID EAST LINE N 0°48'40"E, 17.84 FEET TO THE POINT OF BEGINNING AND CONTAINING 7150 SQUARE FEET

PERMANENT SEWER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Michael R. Honey and Rebecca A. Honey, husband and wife, hereinafter called the Grantor, for and in consideration of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the City of Moberly, Missouri, a municipal corporation of the State of Missouri, hereafter called Grantee, a permanent easement or right of way for the location, construction, reconstruction, maintenance, removal, operation and repair of a sewer line or forcemain extension, and any and all appurtenances incidental thereto on, over, under and through the following described tract of land lying, being and situated in the City of Moberly, Randolph County, Missouri, to-wit:

per fl. letter this amount is \$1,787.50 DW

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 896, PAGE 377 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROUTE JJ AT THE NORTHEAST CORNER OF THE TRACT DESCRIBED IN THE DEED RECORDED IN BOOK 97H, PAGE 37 AND THE NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED; THENCE FROM THE POINT OF BEGINNING AND WITH SAID SOUTHERLY RIGHT OF WAY LINE, 335.62 FEET ALONG A 2914.93-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD S 85°51'05"E, 335.44 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, S 0°58'20"W, 20.00 FEET; THENCE ON A LINE PARALLEL WITH SAID SOUTHERLY RIGHT OF WAY LINE, 258.37 FEET ALONG A 2934.93-FOOT RADIUS, NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD N 86°35'40"W, 258.28 FEET; THENCE S 73°09'05"W, 32.88 FEET; THENCE N 65°19'10"W, 49.71 FEET TO THE EAST LINE OF SAID TRACT DESCRIBED IN THE DEED RECORDED IN BOOK 97H, PAGE 37; THENCE WITH SAID EAST LINE N 0°48'40"E, 17.84 FEET TO THE POINT OF BEGINNING AND CONTAINING 7150 SQUARE FEET.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the Grantee, its successors and assigns for so long as said use shall continue, the Grantor hereby covenanting for its heirs and successors and assigns unto the Grantee, its successors and assigns the following:

1. Said easement will be kept free from buildings and any other structures or obstructions which will interfere with the Grantee in using said land for the purpose of erecting, constructing, reconstructing, operating, repairing, and maintaining said sewer line or forcemain extension and appurtenances.
2. The right of Grantee, its agents, servants, employees, or independent contractor to go upon said land, and so much of the Grantor's adjoining land as may be reasonably necessary, at any time for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said sewer line or forcemain extension and all appurtenances incidental thereto.
3. That Grantor is lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by them which would interfere with the rights granted hereunder; and that they will forever warrant and defend the title thereto against the lawful claims of all affecting the right and easement granted hereunder.
4. Grantee may exercise the rights granted under this instrument so long as Grantee utilizes the real estate above described for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing or maintaining said sewer line and once Grantee ceases such use this Easement shall terminate.

IN WITNESS WHEREOF, said Grantor does hereunder set his hand and subscribe his name to the foregoing, this 5 day of April, 2022.

CITY OF MOBERLY, MISSOURI, Grantee

Grantors

By: _____
Brian Crane, City Manager

By: Michael R. Honey
Michael R. Honey, Grantor

ATTEST: _____
Shannon Hance, City Clerk

By: Rebecca A. Honey
Rebecca A. Honey, Grantor

GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI)
)
 COUNTY OF RANDOLPH)

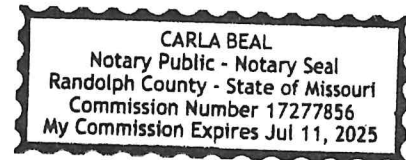
On this 5 day of April, 2022, before me, the undersigned Notary Public, personally appeared Michael R. Honey and Rebeca A. Honey, to me personally known, who by me being duly sworn, did say that they are man and wife and that said instrument was signed by them and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Randolph County, Missouri, the day and year last above written.

Carla Beal

Notary Public

My commission expires July 11, 2025



GRANTEE'S ACKNOWLEDGMENT

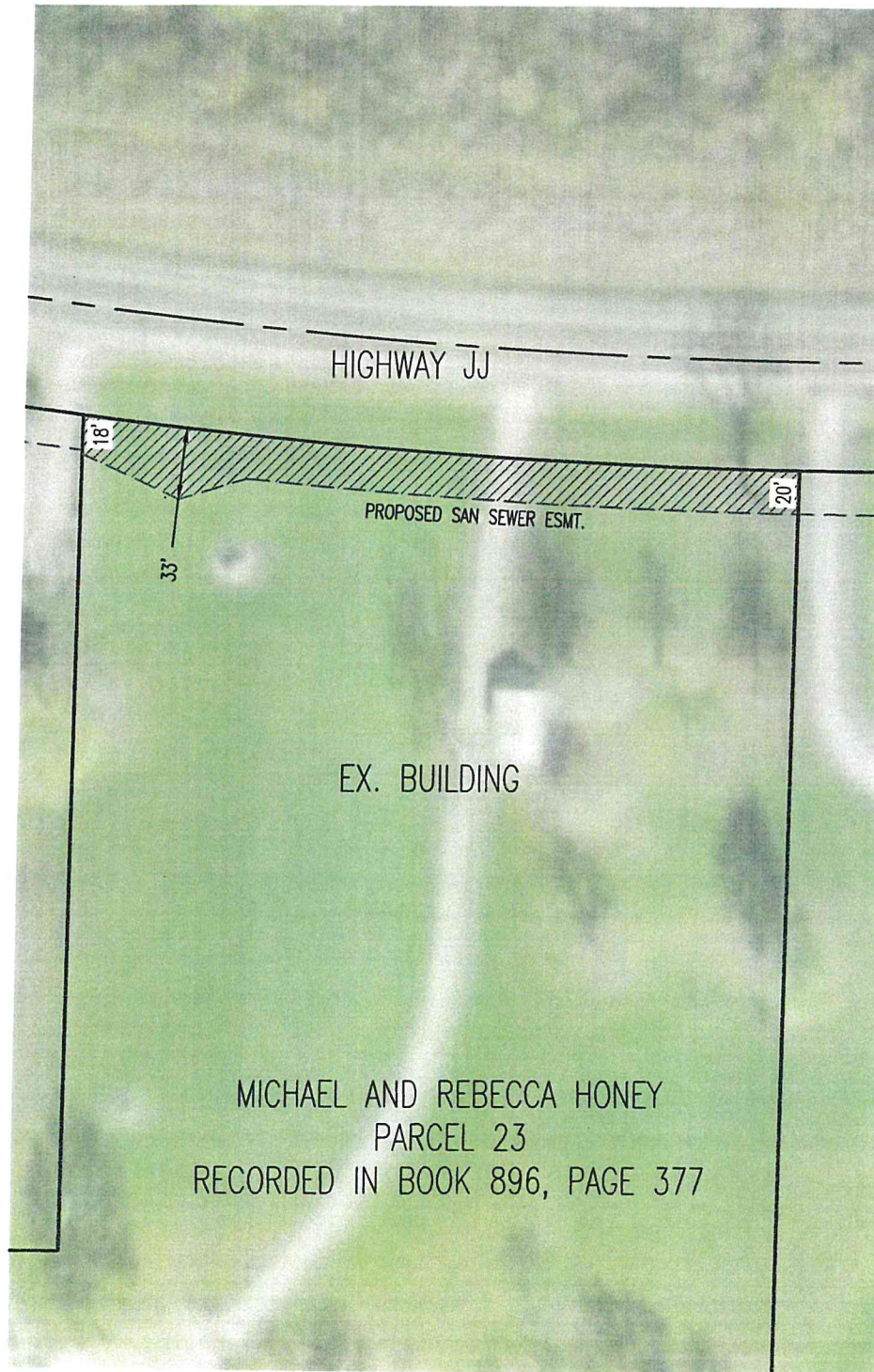
STATE OF MISSOURI)
)
 COUNTY OF RANDOLPH)

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Brian Crane, to me personally known, who being by me duly sworn, did say he is the City Manager of the City of Moberly, Missouri, a municipal corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and the said Brian Crane acknowledged said instrument to be the free act and deed of said corporation.

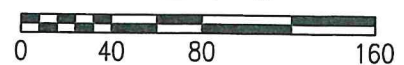
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Randolph County, Missouri, the day and year last above written.

 Notary Public

My commission expires: _____



SCALE: 1"=80'



CROCKETT
ENGINEERING CONSULTANTS
1000 W. Nifong Blvd., Building 1
Columbia, Missouri 65203
(573) 447-0292
www.crockettengineering.com

CORPORATE NO:
2000151304

DATE:
11-29-2021

SCALE:
1" = 80'

PROJECT:
200700

DRAWN BY:
222

MICHAEL & REBECCA HONEY

PARCEL 23
PROPOSED SEWER ESMT
SEC 33 T 54 N, R14 W
MOBERLY, RANDOLPH COUNTY, MISSOURI

City of Moberly City Council Agenda Summary

Agenda Number: #22.

Department: Parks and Recreation

Date: May 2, 2022

Agenda Item: A Resolution Authorizing And Accepting A Second Change Order To The Tannehill Park Splashpad Contract With Irvinbilt Constructors, Inc., For Unanticipated Expenses.

Summary: Attached is a document from Water's Edge summarizing a net change order after deductions and necessary additions. Due to the need to order supplies, the contractor was given staff-level approval for the change order, but needs Council ratification.

Walkway Reduction

Do reduce costs and partially offset some additions, we reduced the east-west walkway width from 6' to 5'. This also will match the width of the existing sidewalks to the north.

Building Perimeter Walkway

In turn, the sidewalk around the building needs widened to be more comfortable in terms of both traffic and clearance as folks walk around the building given the embellishments to provide a depot look.

Elevation

Given the contours of the park, to ensure proper elevation and drainage, an additional three inches of elevation was added for the building.

Soffits

Wood material to be replaced with engineered wood and metal fascia to ensure longevity and avoid maintenance costs over time.

Insulation

Unnecessary insulation (seasonal facility) removed to save costs.

Recommended Action: Approve the Resolution

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Kyser** ___ ___

M___ S___ **Davis** ___ ___

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND ACCEPTING A SECOND CHANGE ORDER TO THE TANNEHILL PARK SPLASHPAD CONTRACT WITH IRVINBILT CONSTRUCTORS, INC., FOR UNANTICIPATED EXPENSES.

WHEREAS, this Council previously accepted a change order from Irvinbilt Constructors, Inc. (“Irvinbilt”) in the amount of \$20,208.00 for construction of the Tannehill Park Spray Ground; and

WHEREAS, a second proposed Change Order (attached hereto) has been submitted by Irvinbilt for various unanticipated expenses at an additional cost of \$1,626.25; and

WHEREAS, staff recommends that the council authorize acceptance of the Change Order and authorize the City Manager to execute and pay said Order.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts and approves the attached Change Order and authorizes the City Manager to execute the Change Order on behalf of the City and to take such further action as may be necessary to carry out the intent of this Resolution.

RESOLVED this 2nd day of May, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk

CHANGE ORDER

No. 02

DATE OF ISSUANCE April 25, 2022EFFECTIVE DATE Upon final signatureOWNER City of MoberlyCONTRACTOR Irvinbilt Constructors, Inc.Contract: Tannehill Park Spray GroundProject: Tannehill Park Spray Ground

OWNER's Contract No. _____

ENGINEER's Contract No. 21-520ENGINEER: Water's Edge Aquatic Design, LLC

You are directed to make the following changes in the Contract Documents that increase the Contract price \$1,626.25. Supporting documents have been previously provided.

- *Reduce walk from 6' to 5' wide.*
- *Extend building's perimeter walk 2' wider.*
- *Raise building floor 3" in elevation to better accommodate grade elevations.*
- *Add engineered wood soffit and omit painting of the soffits.*
- *Omit batt insulation from walls.*
- *Add metal fascia and eliminate painted wood soffit.*

CHANGE IN CONTRACT PRICE:
Original Contract Price: \$ <u>599,700.00</u>
Net Increase from previous Change Orders: \$ <u>20,208.00</u>
Contract Price prior to this Change Order: \$ <u>619,908.00</u>
Net increase for this Change Order: \$ <u>1,626.25</u>
Contract Price with all approved Change Orders: \$ <u>621,534.25</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>May 27, 2022</u> Ready for final payment: <u>June 26, 2022</u>
Net change from previous Change Orders: Substantial Completion: <u>0 days</u> Ready for final payment: <u>0 days</u>
Contract Times prior to this Change Order: Substantial Completion: <u>May 27, 2022</u> Ready for final payment: <u>June 26, 2022</u>
Net increase this Change Order: Substantial Completion: <u>0 days</u> Ready for final payment: <u>0 days</u>
Contract Times with all approved Change Orders: Substantial Completion: <u>May 27, 2022</u> Ready for final payment: <u>June 26, 2022</u>

RECOMMENDED:

By: Michael Fisher
ENGINEER (Authorized Signature)Date: April 25, 2022

ACCEPTED:

By: _____
CONTRACTOR (Authorized Signature)

Date: _____

APPROVED:

By: B. C.
OWNER (Authorized Signature)Date: 4-26-22

To: City Council; Park Board; City Manager, Brian Crane
From: Troy Bock, Director
Date: April 27, 2022
Subject: Splash Pad Change Order

Attached is a document from Water's Edge summarizing a net change order after deductions and necessary additions. Due to the need to order supplies, the contractor was given staff-level approval for the change order, but needs Council ratification.

Walkway Reduction

Do reduce costs and partially offset some additions, we reduced the east-west walkway width from 6' to 5'. This also will match the width of the existing sidewalks to the north.

Building Perimeter Walkway

In turn, the sidewalk around the building needs widened to be more comfortable in terms of both traffic and clearance as folks walk around the building given the embellishments to provide a depot look.

Elevation

Given the contours of the park, to ensure proper elevation and drainage, an additional three inches of elevation was added for the building.

Soffits

Wood material to be replaced with engineered wood and metal fascia to ensure longevity and avoid maintenance costs over time.

Insulation

Unnecessary insulation (seasonal facility) removed to save costs.

The *net additional cost* is \$1,626.25. We plan to bring this before Council for approval on May 2, 2022.

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: City Clerk
Date: May 2, 2022

Agenda Item: A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

Summary: Appropriation Resolution.

Recommended

Action: Please approve this Resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Kyser** _____

M___ S___ **Lucas** _____

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$688,742.15.

WHEREAS, the funds are to be disbursed as follows;

SECTION 1: There is hereby appropriated out of the **General Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 2, 2022 in the amount of \$138,871.14.

SECTION 2: There is hereby appropriated out of the **Non-Resident Lodging Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 2, 2022 in the amount of \$7,100.00.

SECTION 3: There is hereby appropriated out of the **Payroll Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 2, 2022 in the amount of \$42,989.67.

SECTION 4: There is hereby appropriated out of the **Solid Waste Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 2, 2022 in the amount of \$33.14.

SECTION 5: There is hereby appropriated out of the **Heritage Hills Golf Course Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 2, 2022 in the amount of \$3,584.00.

SECTION 6: There is hereby appropriated out of the **Parks and Recreation Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 2, 2022 in the amount of \$60,221.05.

SECTION 7: There is hereby appropriated out of the **Airport Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 2, 2022 in the amount of \$9,004.82.

SECTION 8: There is hereby appropriated out of the **Perpetual Care Cemetery Sales Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 2, 2022 in the amount of \$27.00.

SECTION 9: There is hereby appropriated out of the **Utilities OP & Maintenance Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 2, 2022 in the amount of \$163,861.25.

SECTION 10: There is hereby appropriated out of the **Capital Improvement Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 2, 2022 in the amount of \$301.35.

SECTION 11: There is hereby appropriated out of the **2004B SRF Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 2, 2022 in the amount of \$38,400.35.

SECTION 12: There is hereby appropriated out of the **2006A SRF Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 2, 2022 in the amount of \$27,574.64.

SECTION 13: There is hereby appropriated out of the **2004C Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 2, 2022 in the amount of \$26,459.09.

SECTION 14: There is hereby appropriated out of the **Emergency Telephone Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 2, 2022 in the amount of \$143,602.11.

SECTION 15: There is hereby appropriated out of the **Transportation Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 2, 2022 in the amount of \$10,950.00.

SECTION 16: There is hereby appropriated out of the **Street Improvement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 2, 2022 in the amount of \$1,762.54.

SECTION 17: There is hereby appropriated out of the **Downtown CID Property Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 2, 2022 in the amount of \$14,000.00.

NOW, THEREFORE, the Moberly City Council authorizes these expenditures.

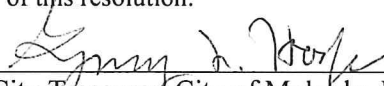
RESOLVED this 2nd day of May 2022 by the Council of the City of Moberly, Missouri.

ATTEST:

Presiding Officer

City Clerk

I hereby certify that there is sufficient money standing to the credit of the City of Moberly, Missouri, unappropriated in the several funds covered by this resolution to meet the requirements of this resolution.

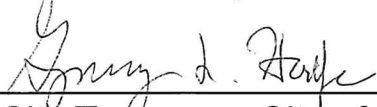


City Treasurer, City of Moberly, Missouri

**EXPENSES PAID APRIL 14 - MAY 2, 2022 FOR THE
FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE
MAY 2, 2022 APPROPRIATION RESOLUTION TOTAL.**

General Fund	\$ 138,871.14
Non-Resident Lodging Tax Fund	\$ 7,100.00
Payroll Fund	\$ 42,989.67
Solid Waste Fund	\$ 33.14
Heritage Hills Golf Course Fund	\$ 3,584.00
Parks and Recreation Fund	\$ 60,221.05
Airport Fund	\$ 9,004.82
Perpetual Care Cemetery Sales Fund	\$ 27.00
Utilities OP & Maintenance Fund	\$ 163,861.25
Capital Improvement Trust Fund	\$ 301.35
2004B SRF Bonds Debt Service Fund	\$ 38,400.35
2006A SRF Bonds Debt Service Fund	\$ 27,574.64
2004C Bonds Debt Service Fund	\$ 26,459.09
Emergency Telephone Fund	\$ 143,602.11
Transportation Trust Fund	\$ 10,950.00
Street Improvement Fund	\$ 1,762.54
Downtown CID Property Tax Fund	\$ 14,000.00
Total	\$ 688,742.15

I hereby certify that there is sufficient money standing to the credit of the City of Moberly, Missouri, unappropriated to cover the above funds.



City Treasurer, City of Moberly, Missouri

4/28/2022
Date

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

89611	4/22/2022	5062	ALM ENVIRONMENTAL SERVICES CON	992.50
89612	4/22/2022	6120	AMAZON CAPITAL SERVICES	312.71
89613	4/22/2022	17	AT&T 5001	2,638.82
89614	4/22/2022	17	AT&T 5001	787.14
89615	4/22/2022	6662	BOGGS ANDY	37.35
89616	4/22/2022	2605	BRATCHER'S MARKET	98.97
89617	4/22/2022	704	GALLS LLC	118.95
89618	4/22/2022	988	GULF STATES DISTRIBUTORS	2,538.00
89619	4/22/2022	2812	JACOBS ENGINEERING GROUP INC	301.35
89620	4/22/2022	2340	LAUBER MUNICIPAL LAW LLC	120.00
89621	4/22/2022	2340	LAUBER MUNICIPAL LAW LLC	120.00
89622	4/22/2022	1381	LEON UNIFORM COMPANY	95.50
89623	4/22/2022	679	MARTECK	135.00
89624	4/22/2022	1688	MFA OIL COMPANY	5,134.92
89625	4/22/2022	1136	MFA PROPANE	2,135.64
89626	4/22/2022	193	MISSOURI RURAL WATER ASSOCIATI	1,400.00
89627	4/22/2022	834	MISSOURI STATE HIGHWAY PATROL	210.00
89628	4/22/2022	5992	MO DEPT NATURAL RESOURCES	900.00
89629	4/22/2022	3283	MO DEPT OF PUBLIC SAFETY	25.00
89630	4/22/2022	4457	MCCFOA DEANNNA JONES TREASURE	35.00
89631	4/22/2022	5718	POMP'S TIRE SERVICE INC	2,106.12
89632	4/22/2022	5396	SHIELD FORCE INTERNATIONAL LLC	600.00
89633	4/22/2022	6301	STLF DIESEL REPAIR LLC	3,567.86
89634	4/22/2022	5737	THOMSON REUTERS-WEST	53.00
89635	4/22/2022	6170	WALKER TODD	32.08
89636	4/22/2022	413	WARREN CONSTRUCTION	1,814.04
89637	4/22/2022	413	WARREN CONSTRUCTION	5,242.32
89638	4/22/2022	6343	WASTE MANAGEMENT SOLUTIONS	78.72
89639	4/22/2022	2772	WIRELESS USA	467.85
* 89640	Thru 89652			
89653	5/02/2022	4441	A & W COMMUNICATIONS, INC	138,209.20
89654	5/02/2022	2903	ABAN PEST CONTROL INC	215.00
89655	5/02/2022	4693	ADVANCED TURF SOLUTIONS	3,596.00
89656	5/02/2022	351	AGEE CARL W	1,304.97
89657	5/02/2022	6120	AMAZON CAPITAL SERVICES	670.62
89658	5/02/2022	6	AMEREN MISSOURI	15.96
89659	5/02/2022	3581	AMTEC LESS LETHAL SYSTEMS	1,541.85
89660	5/02/2022	3595	ASCAP	398.62
89661	5/02/2022	17	AT&T 5001	10.03
89662	5/02/2022	17	AT&T 5001	1,692.74
89663	5/02/2022	3625	BARR ENGINEERING COMPANY	11,094.00
89664	5/02/2022	2885	BOTKINS TRUCKING LLC	623.60
89665	5/02/2022	1443	THE BRICK	374.00
89666	5/02/2022	424	BUTLER SUPPLY INC	409.65
89667	5/02/2022	5647	CANADAY DANILEE	25.00
89668	5/02/2022	6454	CAPITAL ONE	846.08
89669	5/02/2022	6696	CASHION FIRE EQUIPMENT LLC	3,179.91
89670	5/02/2022	2237	MILLER DARLA L	389.40
89671	5/02/2022	2924	CIVICPLUS	5,287.45
89672	5/02/2022	3063	CONLEY FOREST DO	.00
89673	5/02/2022	3063	CONLEY FOREST DO	685.00

VOID:

BANK# CHECK#	BANK NAME DATE	ACCOUNT# NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
89674	5/02/2022	1110 CONTROLLED AIRE LLC	90.00				
89675	5/02/2022	2645 CORE & MAIN LP	8,998.40				
89676	5/02/2022	118 D & L TRENCHING INC	950.00				
89677	5/02/2022	6745 DERBOVEN BETHANY	130.00				
89678	5/02/2022	194 DMC CONCRETE CONSTRUCTION	10,950.00				
89679	5/02/2022	6651 E S C I INC	5,000.00				
89680	5/02/2022	6107 ESSENCE CHEMICAL COMPANY LLC	296.00				
89681	5/02/2022	6216 FARRIS DOOR & DECORATING, LLC	2,001.64				
89682	5/02/2022	3103 FASTENAL COMPANY	697.34				
89683	5/02/2022	699 FEDERAL EXPRESS	52.29				
89684	5/02/2022	1308 FEHLING SMALL ENGINE LLC	520.25				
89685	5/02/2022	143 FIRST BAPTIST CHURCH	25.00				
89686	5/02/2022	4369 FLYNN DRILLING COMPANY INC	9,726.00				
89687	5/02/2022	6732 FUEMMELER ASHLEY	20.00				
89688	5/02/2022	2839 FUSION TECHNOLOGY LLC	3,164.18				
89689	5/02/2022	702 FUSSELMAN SALVAGE CO	40.50				
89690	5/02/2022	704 GALLS LLC	332.09				
89691	5/02/2022	6379 GREATLIFE MIDMO LLC	3,584.00				
89692	5/02/2022	988 GULF STATES DISTRIBUTORS	891.00				
89693	5/02/2022	6739 HAMMERSCHMIDT KATELYN	200.00				
89694	5/02/2022	1338 HAWKINS INC	5,533.35				
89695	5/02/2022	6747 HUGHES CARY	100.00				
89696	5/02/2022	5763 HULTZ RACHEL	13.71				
89697	5/02/2022	763 SUMNER ONE	240.61				
89698	5/02/2022	4347 JOHN DEERE FINANCIAL	.00			VOID:	
89699	5/02/2022	4347 JOHN DEERE FINANCIAL	.00			VOID:	
89700	5/02/2022	4347 JOHN DEERE FINANCIAL	1,731.86				
89701	5/02/2022	6733 KEELING TINA	25.00				
89702	5/02/2022	89 KINDER DAVID	745.00				
89703	5/02/2022	579 LAND/CHARITON COUNTY CONCRETE	939.13				
89704	5/02/2022	2964 LEES LAWN CARE & EQUIPMENT LLC	782.43				
89705	5/02/2022	1381 LEON UNIFORM COMPANY	.00			VOID:	
89706	5/02/2022	1381 LEON UNIFORM COMPANY	971.91				
89707	5/02/2022	6742 LONG CHRISTOPHER	100.00				
89708	5/02/2022	6735 LYKINS BRANDY	25.00				
89709	5/02/2022	5614 MACQUEEN EMERGENCY GROUP	997.61				
89710	5/02/2022	679 MARTECK	157.50				
89711	5/02/2022	6736 MEYER RUDY	65.00				
89712	5/02/2022	1726 MIDWEST ENVIR CONSULTANTS INC	447.50				
89713	5/02/2022	1761 MISSISSIPPI LIME CO	1,587.22				
89714	5/02/2022	2889 MISSOURI DEPART OF CORRECT	862.50				
89715	5/02/2022	195 MISSOURI WATER & WASTEWATER CO	140.00				
89716	5/02/2022	2740 MOBERLY AREA CHAMBER OF COMMER	7,100.00				
89717	5/02/2022	1935 MOBERLY MONITOR INDEX	830.00				
89718	5/02/2022	1954 MOBERLY MOTOR COMPANY	29,314.00				
89719	5/02/2022	1954 MOBERLY MOTOR COMPANY	29,314.00				
89720	5/02/2022	2907 MOBERLY READY MIX	712.63				
89721	5/02/2022	6737 NORRIS JACOLE	25.00				
89722	5/02/2022	2166 PERSONNEL EVALUATION INC	80.00				
89723	5/02/2022	5727 PEST PRO SOLUTIONS INC	160.00				
89724	5/02/2022	2556 PETTY CASH	2,060.00				
89725	5/02/2022	2596 PLUMB SUPPLY COMPANY-MOB	113.23				
89726	5/02/2022	5748 POLK ELISSAH	25.00				

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
CHECK#	DATE							
89727	5/02/2022	2586	PRATHERS TOWING	75.00				
89728	5/02/2022	2750	PREMIER SAFETY COMPANY	175.00				
89729	5/02/2022	6551	PRO PUMPING & HYDROJETTING LLC	1,344.00				
89730	5/02/2022	6738	QUAIL FOREVER	100.00				
89731	5/02/2022	523	RANDOLPH COUNTY MINISTERIAL AL	25.00				
89732	5/02/2022	2593	RANDOLPH COUNTY RECORDER	27.00				
89733	5/02/2022	6139	RANDOLPH COUNTY REPUBLICAN CEN	200.00				
89734	5/02/2022	3100	REBARCO, LLC.	1,435.00				
89735	5/02/2022	2977	RICKETTS FARM SERVICE INC	960.00				
89736	5/02/2022	2052	SAFETY FIRE PRODUCTS LLC	32.50				
89737	5/02/2022	4034	SAMUEL DAVID	50.00				
89738	5/02/2022	6716	SCHINDLER ELEVATOR CORPORATION	686.94				
89739	5/02/2022	323	SCHMITT IRRIGATION & PUMP SERV	70,380.00				
89740	5/02/2022	617	SCHULTE SUPPLY INC	5,237.48				
89741	5/02/2022	2610	BRENDLINGER ENTERPRISES INC	285.00				
89742	5/02/2022	6397	SPORTSFIELDS4U	4,862.60				
89743	5/02/2022	5700	STAPLES	.00			VOID:	
89744	5/02/2022	5700	STAPLES	2,180.27				
89745	5/02/2022	6301	STLF DIESEL REPAIR LLC	210.00				
89746	5/02/2022	6162	SWALLOW TROPHY & ENGRAVING	36.00				
89747	5/02/2022	6093	SWARTZ JERRY	4,000.00				
89748	5/02/2022	5214	THE TECH SHOP	3,170.00				
89749	5/02/2022	4105	TINDLE JONATHAN	10,000.00				
89750	5/02/2022	1367	TNEMEC COMPANY INC	863.50				
89751	5/02/2022	4564	TURFMARK SERVICES LLC	2,905.00				
89752	5/02/2022	6374	UNIFIRST CORPORATION	319.00				
89753	5/02/2022	1562	UNITED FIRST AID & SAFETY, LLC	602.08				
89754	5/02/2022	2643	UNITED WAY	1,029.78				
89755	5/02/2022	2223	US CELLULAR	439.76				
89756	5/02/2022	2644	USA BLUE BOOK	1,871.92				
89757	5/02/2022	2646	VALIC	870.00				
89758	5/02/2022	6106	VANDERSLICE SARAH	200.00				
89759	5/02/2022	3105	WATER'S EDGE AQUATIC DESIGN LL	2,700.00				
89760	5/02/2022	6707	WATLINGTON LUANNA	930.00				
89761	5/02/2022	6701	WILLIAMS ALBERT	1,550.00				
89762	5/02/2022	5925	WILLIS MARK	20,690.00				
89763	5/02/2022	2772	WIRELESS USA	89.50				
89764	5/02/2022	5298	ZAMKUS AND ASSOCIATES LLC	1,000.00				
*20211075								
20211076	4/18/2022	1800	MO LAGERS	41,089.89		E-PAY		
20211077	4/20/2022	6730	ENTERPRISE FM TRUST	676.64		E-PAY		
20211078	4/22/2022	6	AMEREN MISSOURI	42,874.99		E-PAY	VOID: PAID TOO EARLY	
20211079	4/22/2022	2708	UMB BANK	92,434.08		E-PAY		
20211080	4/25/2022	5783	BANKCARD SERVICES	34,598.42		E-PAY		
20211081	4/26/2022	6	AMEREN MISSOURI	42,874.99		E-PAY	VOID: WRONG POSTING PERIOD	
20211082	4/26/2022	6	AMEREN MISSOURI	42,874.99		E-PAY		

BANK# BANK NAME

CHECK# DATE

ACCOUNT# NAME

CHECK AMOUNT CLEARED MANUAL VOID REASON FOR VOID

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

BANK TOTALS:

OUTSTANDING	688,742.15
CLEARED	.00

BANK 24 TOTAL	688,742.15
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VOIDED	85,749.98
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FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
100 GENERAL FUND	138,871.14	138,871.14	.00	32,541.92
102 NON-RESIDENT LODGING TAX	7,100.00	7,100.00	.00	.00
105 PAYROLL FUND	42,989.67	42,989.67	.00	.00
110 SOLID WASTE FUND	33.14	33.14	.00	66.28
114 HERITAGE HILLS GOLF CRSE	3,584.00	3,584.00	.00	.00
115 PARKS & RECREATION FUND	60,221.05	60,221.05	.00	8,766.40
120 AIRPORT FUND	9,004.82	9,004.82	.00	900.84
125 PERPETUAL CARE CEM SALES	27.00	27.00	.00	.00
301 UTILITIES OP & MAINT	163,861.25	163,861.25	.00	43,474.54
304 CAPITAL IMPROVEMENT TRUST	301.35	301.35	.00	.00
377 2004B SRF BONDS DEBT SERV	38,400.35	38,400.35	.00	.00
378 2006A SRF BONDS DEBT SERV	27,574.64	27,574.64	.00	.00
379 2004C BONDS DEBT SERVICE	26,459.09	26,459.09	.00	.00
400 EMERGENCY TELEPHONE FUND	143,602.11	143,602.11	.00	.00
600 TRANSPORTATION TRUST FUND	10,950.00	10,950.00	.00	.00
601 STREET IMPROVEMENT FUND	1,762.54	1,762.54	.00	.00
912 DOWNTOWN CID PROP TAX	14,000.00	14,000.00	.00	.00

ACCOUNTS PAYABLE CHECK REGISTER
*** CHECK SUMMARY ***

#23.

BANK#	BANK NAME		
CHECK#		DESCRIPTION	
24 DISBURSEMENTS			
89611 Thru	89639	Accounts Payable Checks	
89640 Thru	89652	Utility Billing Checks	
89653 Thru	89764	Accounts Payable Checks	
20211076 Thru	20211082	Accounts Payable E-Pay	

City of Moberly

City Council Agenda Summary

Agenda Number: #24.
 Department: City Clerk
 Date: May 2, 2022

Agenda Item: Consideration For Approval Of New And Renewal Liquor Applications.

Summary: New:

Los Amigos Mexican Restaurant, 1403 South Morley St, Moberly, MO, submitted by Virgilio D. Acevedo.

Renewal:

FL59 Moberly, 600 East Highway 24, Moberly, MO, submitted by Mark T. Baker.

Moberly Mart, 1400 N Morley Street, Moberly, MO, submitted by Dinesh Kumar Patel.

The Wabash, 111 East Coates St, Moberly, Missouri, submitted by David Lynn.

WalMart Supercenter #40, 1301 Highway 24 East, Moberly, MO, submitted by James P. Emanuel, Jr.

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

Recommended

Action: Please approve these applications.

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