

**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
July 05, 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

Public Hearing and Receipt of Bids

2. Receipt Of Bids For Ball Field Renovations - Red 1.

Consent Agenda

3. A Resolution Accepting The Bid And Authorizing Ball Field Renovations By Turfmark Services, LLC.

4. A Resolution Approving A Governmental Consulting Services Agreement Between The City Of Moberly, Missouri And Zamkus And Associates, LLC And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

5. A Resolution Authorizing And Accepting A Change Order To The Agreement With 4him Construction, LLC.

Ordinances & Resolutions

6. An Ordinance Authorizing A Cooperative Agreement For Infill Development With Janelle Jacobson.

7. An Ordinance Approving A Settlement Agreement And Providing Further Authority.

8. An Ordinance Approving An Equipment Storage And Stand-By Installment Purchase Agreement; And Providing Further Authority.

9. An Ordinance Approving An Equipment Lease/Purchase Agreement; And Providing Further Authority.

10. A Resolution Supporting A Transportation Alternative Program Grant Application.

11. A Resolution Authorizing The Submission Of Applications For ARPA Grant Funding For The Wabash Heights Stormwater Improvements.

12. A Resolution Accepting Permanent Sewer Easements From Various Owners For The North Morley Water Main Project.

13. A Resolution Adopting The Recommendation Of The Planning And Zoning Commission To Approve The Granting Of A Conditional Use Permit To The Moberly School District, To Construct An Alternative Education School.

14. A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

Official Reports

Anything Else to Come Before the Council

[15.](#) Appointment Of Two Members To The Airport Advisory Board.

Adjournment

16. Consideration Of A Motion To Adjourn To A Work Session Followed By A Closed Session To Discuss The Status Of Legal Actions Or Litigation And Confidential Communications With City Attorney, Real Estate And Legal. (Closed Statute 610.021) (1,2,12).

We invite you to attend virtually by viewing it live on the City of Moberly 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.

June 20, 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, Austin Kyser, and Brandon Lucas.

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

A motion was made by Kyser and seconded by Kimmons to approve the minutes of June 6, and June 14, 2022, Council meetings as presented. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Paula Heath was present and gave a review of the annual report from Room At The Inn.

The following bids were received for the Fennel Complex Fence: **Superior Irrigation**, \$78,150; **Fence-Depot.com**, \$39,991.01; **Kinder Machine**, \$27,483; **Empire**, \$48,465; **Bennett Deck and Fence**, \$30,462.06. A motion was made by Kyser and seconded by Brubaker to accept the bids. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

The following bids were received for repairs to the Airport Hangars and Terminal: **David Allen Construction**, \$55,200; **SC Construction**, \$59,041; **K Builders, LLC**, \$57,120. A motion was made by Kimmons and seconded by Lucas to accept the bids. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

The following bids were received for repairs to the Street Barn Building: **David Allen Construction**, \$ 22,500; **SC Construction**, \$ 23,625; **K Builders, LLC**, \$23,040. A motion was made by Lucas and seconded by Kimmons to accept the bids. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Mayor Jeffrey asked to entertain any motions to remove an item from the Consent Agenda for discussion. Hearing none, Mayor Jeffrey asked for a motion for the Consent Agenda to be read. Brubaker made a motion for City Attorney, Randall Thompson, to read the consent agenda. Kyser seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Resolution R1279: "A RESOLUTION ACCEPTING THE BID PROPOSAL OF KINDER MACHINE AND AUTHORIZING CONTRACTING FOR THE FENNEL COMPLEX FENCE"

Resolution R1280: "A RESOLUTION ADOPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION TO APPROVE THE GRANTING OF A CONDITIONAL USE PERMIT TO TIDAL WAVE EXPRESS CAR WASH TO CONSTRUCT A COMMERCIAL CAR WASH"

Resolution R1281: "A RESOLUTION ACCEPTING THE BID OF TACTICAL TRAINING SPECIALTIES FOR ACTIVE SHOOTER AND VICTIM TRAUMA CARE TRAINING"

Resolution R1282: "A RESOLUTION ADOPTING A NEW CLASSIFICATION AND COMPENSATION SCALE AND AUTHORIZING A SALARY ADJUSTMENT FOR ALL CITY EMPLOYEES FOR THE 2022/2023 FISCAL YEAR"

Resolution R1283: "A RESOLUTION APPROVING GRANT FUNDING TO AREA CIVIC AND CHARITABLE ORGANIZATIONS AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANNUAL SERVICE AGREEMENTS WITH AREA CIVIC AND CHARITABLE ORGANIZATIONS"

Resolution R1284: "A RESOLUTION APPROVING MOBERLY STATE OF MISSOURI ARPA GRANT PROGRAM APPLICATIONS SUBMITTAL TO DNR"

Resolution R1285: "A RESOLUTION AUTHORIZING CITY STAFF TO SUBMIT A MEMBERSHIP APPLICATION TO THE STATE MULTIPURPOSE FUND"

Resolution R1286: "A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A SEWER CAMERA AND EQUIPMENT FROM COE EQUIPMENT INC"

The Resolution bills having previously been made available for public inspection were read by title one time. A motion was made by Kimmons and seconded by Lucas to adopt the Resolutions. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Kyser introduced a bill for an ordinance entitled: "AN ORDINANCE APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT AND THE CITY OF MOBERLY FOR WAYFINDING SIGNAGE" and moved that the bill be read two times by title for passage. Brubaker seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Kyser seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Brubaker introduced a bill for an ordinance entitled: "AN ORDINANCE INCREASING WATER AND SEWER RATES AND TAP FEES" and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Lucas seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Kimmons introduced "A RESOLUTION AUTHORIZING AND ACCEPTING A THIRD CHANGE ORDER TO THE TANNEHILL PARK SPLASHPAD CONTRACT WITH IRVINBILT CONSTRUCTORS, INC" 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 Lucas and seconded by Kyser to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Lucas introduced **"A RESOLUTION ACCEPTING THE BID AND AUTHORIZING CONTRACTING WITH DAVID ALLEN CONSTRUCTION LLC., FOR IMPROVEMENTS TO THE OMAR N. BRADLEY AIRPORT"** 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 Kyser to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Kyser introduced **"A RESOLUTION ACCEPTING THE BID AND AUTHORIZING CONTRACTING WITH DAVID ALLEN CONSTRUCTION LLC., FOR IMPROVEMENTS TO THE CITY STREET BARN"** 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 Lucas and seconded by Kimmons to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Brubaker introduced **"A RESOLUTION APPROVING AN ADMINISTRATIVE CONTRACT BETWEEN THE CITY OF MOBERLY AND MARK TWAIN REGIONAL COUNCIL OF GOVERNMENTS FOR CDBG PROJECT #2019LR-09"** 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 Brubaker and seconded by Kimmons 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 \$671,493.28"** 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.

Monthly reports were received from various departments.

The following liquor applications were submitted for approval:

- **7th Heaven Discount Store**, 1100 North Morley Street, Moberly, MO, submitted by Muazam Shafiq.
- **B&B Theatres, Moberly Five and Drive**, 3000 North Morley Street, Moberly, MO, submitted by Robert Bagby.
- **Felicia's Restaurant**, 1461 Highway JJ, Moberly, MO, submitted by Felicia Buckner.
- **Fraternal Order of Eagles Lodge #2669**, 1408 North Morley Street, Moberly, MO, submitted by Dennis Price.
- **Get It N Go Express**, 601 South Morley Street, Moberly, MO, submitted by Jessica Wamsley.

- **Get It N Go Express South**, 1730 South Morley Street, Moberly, MO, submitted by Jessica Wamsley.
- **Loyal Order of the Moose 776**, 2050 N Morley Street, Moberly, MO, submitted by Joshua Lewis.
- **Lucky's Last Resort**, 1401 South Morley Street, Moberly, MO, submitted by Kellie Stuck.
- **Lula's Next Door**, 112 West Carpenter Street, Moberly, MO, submitted by Michael Lipperd.
- **Moberly Store, LLC**, 300 West Rollins Street, Moberly, MO, submitted by Muazam Shafiq.
- **Pizza Hut**, 1311 Highway 24 East, Moberly, MO, submitted by Nacoma Scherry.

A motion was made by Brubaker and seconded by Kyser to grant the licenses subject to investigation. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Brubaker made a motion to move the July 4, 2022, City Council meeting to July 5, 2022, due to the holiday. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Mayor Jeffrey nominated Donald Burton, Richard Duley, and Gary Duncan to be reappointed to the Planning and Zoning Commission for a term of four years. A motion was made by Kyser and seconded by Kimmons to reappoint Donald Burton, Richard Duley, and Gary Duncan to the Planning and Zoning Commission for a term of four years. 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 real estate. (Closed Statute 610.021) (2). Roll call vote: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

A closed session was held.

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:

Appointment For Two Members To The Airport Advisory Board. (Lori Miller and Wren Johannaber.)

Infill Redevelopment Request From Janelle Jacobson For 1042 West End Place From The City.

Receipt Of Bids For Red 1 Field Renovation And Irrigation.

A Resolution Approving A Governmental Consulting Services Agreement Between The City Of Moberly, Missouri And Zamkus And Associates, LLC And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

An Ordinance Approving a Settlement Agreement and Providing Further Authority.

An Ordinance Approving An Equipment Storage And Stand-By Installment Purchase Agreement; And Providing Further Authority.

A Discussion Regarding A Change Order For Wastewater Treatment Plant Biosolids Disposal Site Opportunity To Maximize Site Benefit.

June 29, 2022
City of Moberly, Missouri Council Minutes

Council met in regular session at 11:00 a.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, Austin Kyser, and Brandon Lucas.

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

Kyser introduced a bill for an ordinance entitled: **"AN ORDINANCE APPROVING A SECOND AMENDMENT TO COOPERATIVE FUNDING AGREEMENT BETWEEN THE DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT AND THE CITY OF MOBERLY FOR IMPROVEMENTS TO THE FENNEL COMPLEX"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Kyser seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Brubaker introduced a bill for an ordinance entitled: **"AN ORDINANCE AMENDING THE BUDGET FOR THE CITY OF MOBERLY, MISSOURI FOR THE FISCAL YEAR JULY 1, 2021, THROUGH JUNE 30, 2022"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Lucas seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Kimmons introduced a bill for an ordinance entitled: **"AN ORDINANCE AUTHORIZING AND APPROVING THE BUDGET FOR THE CITY OF MOBERLY, MISSOURI FOR THE FISCAL YEAR JULY 1, 2022, TO JUNE 30, 2023"** and moved that the bill be read two times by title for passage. Brubaker seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Kyser seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Lucas introduced **"A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$843,379.67"** 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 Kyser and seconded by Kimmons to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

The following liquor application was submitted for approval:

- **Fiesta Bar & Grill**, 104 Whiteman Street, Moberly, MO 65270, submitted by Victoria Lopez

A motion was made by Lucas and seconded by Kimmons to grant the license subject to investigation. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

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

City of Moberly

City Council Agenda Summary

Agenda Number: #2.
 Department: Parks
 Date: July 5, 2022

Agenda Item: Receipt of Bids for Ball Field Renovations (Red 1).

Summary: Advertisement was made and only one bid was received for field renovations including new DuraEdge dirt, laser grading, and irrigation installation on Red 1 infield. The bid came in double what was anticipated a year ago, though this bidder is typically the low bid by far. This will hit the next budget year.

DuraEdge dirt plays better and endures better than cheaper field dirt. It is what both the Department and MACC prefer. This contractor is who the Department has worked with for years and who MACC is also familiar with and prefers.

The irrigation will cover the grass and dirt in the infield (see attached diagram).

Recommended

Action: Approve the attached Resolution.

Fund Name: Parks – Capital Improvement

Account Number: 115.048.5502

Available Budget \$: \$95,000

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 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 Accepting Bids

The City of Moberly, Missouri ("City"), is inviting bids from qualified vendors for the following project:

Baseball Infield Renovation

Statement of Intent

The City intends to receive bids for one baseball infield renovation. Renovation specs to be as followed.

Scope of Work

1. Remove lip from existing radius.
2. Laser grade the current infield to eliminate low areas and cut high areas.
3. Install underground irrigation (see field design for layout and materials specifications).
4. Install new HGT Kentucky Bluegrass sod (see field design for layout).
5. Evenly top dress 100 ton of DuraEdge Professional infield material over existing skinned profile and laser grade.
6. Till new material into existing profile in three different directions, making sure materials are thoroughly mixed in to the top 3".
7. Laser grade the field at a slop of ½% - 1% to facilitate positive surface drainage.
8. Roll infield.
9. Build mound with Dura-Pitch clay bricks (or comparable mound clay) and new infield dirt materials.
10. Set home plate and 90' base receptacles.
11. Ensure the irrigation system is functioning and working properly once the field is completed.

The bidder must also be an STMA Member. Project must be completed (weather/materials permitting) by Friday, August 5th, 2022.

Submittal of Bids

Bidders shall submit bids to:

**Shannon Hance, City Clerk
Moberly City Hall
101 West Reed Street
Moberly, Missouri, 65270**

Bids will be accepted until 2 pm on Thursday, June 2nd, 2022.

Bids shall be submitted in a sealed envelope clearly marked with "Baseball Infield Renovation," the bidders company name, and the date and time for bid opening clearly and legibly marked on the outside.

Bids may not be withdrawn for a period of Sixty (60) days after the date of bid opening without the express written consent of the City.

Bid Opening

All bids will be publicly opened and read aloud at 2 p.m. on Thursday, June 2nd, 2022.

City Business License Requirement

Bidders are informed that the successful bidder will be required to obtain or prove possession of a valid business license issued by the City of Moberly pursuant to Chapter 14 of the City Code.

Insurance Requirements

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

- Workmen’s Compensation Insurance \$1 million minimum w/statutory limits
- Comprehensive General Liability
 - Bodily injury, including death \$1 million/occurrence \$2 million aggregate
 - Property Damage \$1 million/occurrence \$2 million aggregate
- Comprehensive Automobile Liability
 - Bodily injury, including death \$1 million/occurrence \$2 million aggregate
 - Property Damage \$1 million/occurrence \$2 million aggregate

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

Questions

Any and all questions shall be directed to **Jacob Bunten** at jbunten@cityofmoberly.com or **660-263-4966**.

Baseball Infield Renovation

#2.

CITY OF MOBERLY

"BID OPENING"

Sign-In Sheet

Date: 12/2/2022, 2 pm

Name

Shannon Hance

Troy Bock

Jacob Bunker

Company

city of Moberly

"

"

Baseball Infield Renovation

#2.

CITY OF MOBERLY

"BID OPENING"

Date: 6/2/2022 2pm

Turf Mark

\$ 75,025

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

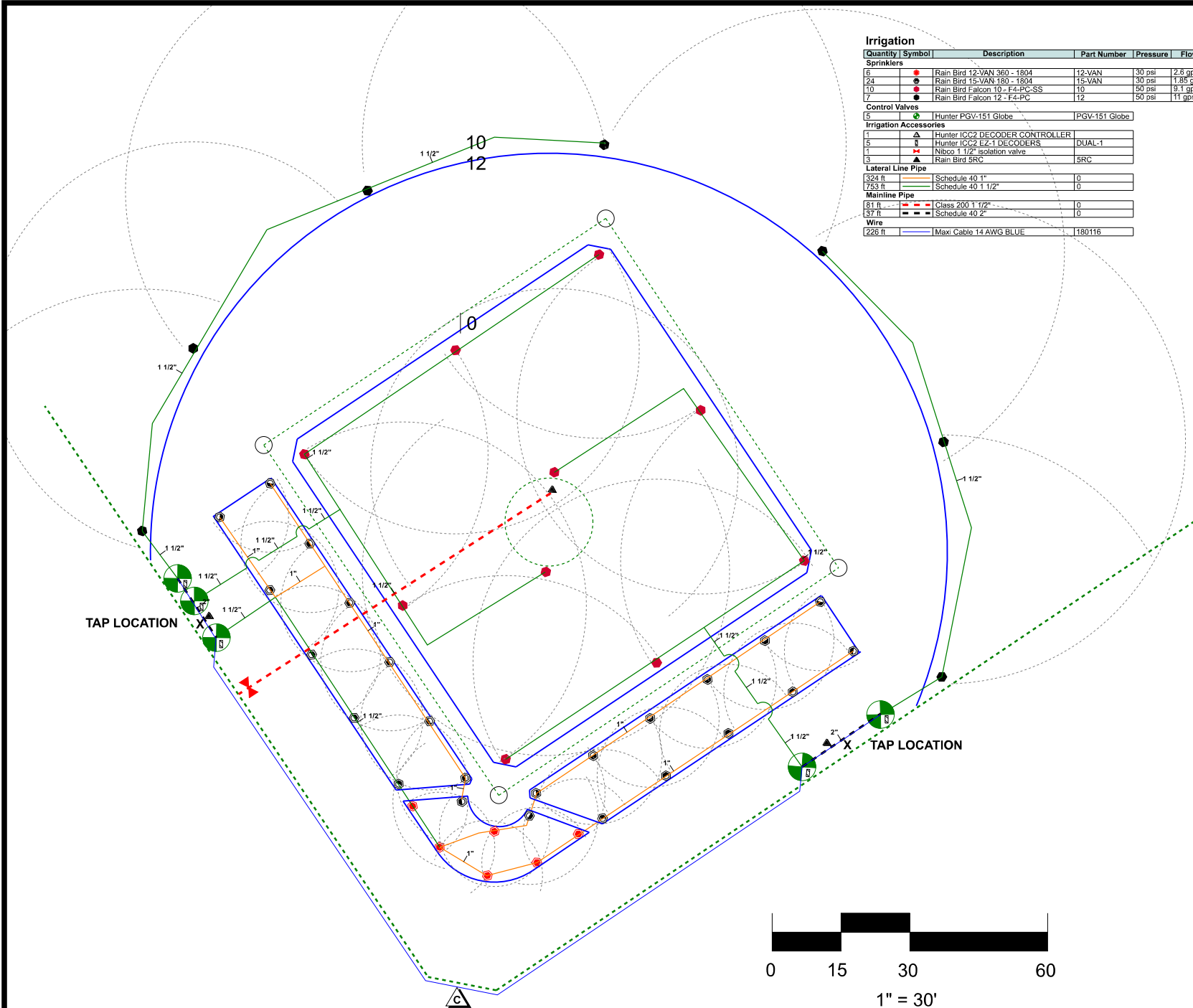
\$ _____

\$ _____

\$ _____

\$ _____

\$ _____



Irrigation

Quantity	Symbol	Description	Part Number	Pressure	Flow	Radius
Sprinklers						
6	●	Rain Bird 12-VAN 360 - 1804	12-VAN	30 psi	2.8 gpm	12 ft.
24	●	Rain Bird 15-VAN 180 - 1804	15-VAN	30 psi	1.85 gpm	15 ft.
10	●	Rain Bird Falcon 10 - F4-PC-SS	10	50 psi	9.1 gpm	53 ft.
7	●	Rain Bird Falcon 12 - F4-PC	12	50 psi	11 gpm	55 ft.
Control Valves						
5	⊕	Hunter PGV-151 Globe	PGV-151 Globe			
Irrigation Accessories						
1	△	Hunter ICC2 DECODER CONTROLLER				
5	△	Hunter ICC2 EZ-1 DECODERS	DUAL-1			
1	+	Nibco 1 1/2" isolation valve				
3	▲	Rain Bird SRC	5RC			
Lateral Line Pipe						
324 ft.	—	Schedule 40 1"	0			
753 ft.	—	Schedule 40 1 1/2"	0			
Mainline Pipe						
81 ft.	—	Class 200 1 1/2"	0			
37 ft.	—	Schedule 40 2"	0			
Wire						
228 ft.	—	Maxi Cable 14 AWG BLUE	180116			

CENTRAL
TURF & IRRIGATION SUPPLY

WaterSense
1000 W. Kathryn
Nixa, MO 65714
(417) 880-8955

CID
Certified Irrigation Designer

SHEET DESCRIPTION:
* Irrigation

PROJECT:
* MOBERLY BALL FIELD
MOBERLY MO

REVISIONS:
2022-04-22
2022-04-28

DATE:
4/8/2022

JOB NUMBER:
12345

DRAWN BY:
Kent Brobst

CHECKED BY:
KDB

SCALE:
1" = 30'

SHEET:
1 of 1

City of Moberly

City Council Agenda Summary

Agenda Number: #3.
 Department: Parks
 Date: July 5, 2022

Agenda Item: A Resolution Accepting The Bid And Authorizing Ball Field Renovations By Turfmark Services, LLC.

Summary: Advertisement was made and only one bid was received for field renovations including new DuraEdge dirt, laser grading, and irrigation installation on Red 1 infield. The bid came in double what was anticipated a year ago, though this bidder is typically the low bid by far. This will hit the next budget year.

DuraEdge dirt plays better and endures better than cheaper field dirt. It is what both the Department and MACC prefer. This contractor is who the Department has worked with for years and who MACC is also familiar with and prefers.

The irrigation will cover the grass and dirt in the infield (see attached diagram).

Recommended

Action: Approve the attached Resolution.

Fund Name: Parks – Capital Improvement

Account Number: 115.048.5502

Available Budget \$: \$95,000

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 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 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 THE BID AND AUTHORIZING BALL FIELD
RENOVATIONS BY TURFMARK SERVICES, LLC.**

WHEREAS, the Parks Department advertised for bids for infield renovations including new DuraEdge dirt, laser grading and irrigation installation on Red 1 infield at Howard Hills Athletic Complex; and

WHEREAS, one bid was received from TurfMark Services, LLC., (“TurfMark”) in the total amount of \$75,025.00; and

WHEREAS, City staff recommends acceptance of this bid and authority to contract with TurfMark for the field renovations.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts the bid of TurfMark in the amount of \$75,025.00 and authorizes staff to contract for the infield improvements and to take such other and further actions as may be necessary to complete the purpose of this resolution.

RESOLVED this 5th day of July 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

City Accepting Bids

The City of Moberly, Missouri ("City"), is inviting bids from qualified vendors for the following project:

Baseball Infield Renovation

Statement of Intent

The City intends to receive bids for one baseball infield renovation. Renovation specs to be as followed.

Scope of Work

1. Remove lip from existing radius.
2. Laser grade the current infield to eliminate low areas and cut high areas.
3. Install underground irrigation (see field design for layout and materials specifications).
4. Install new HGT Kentucky Bluegrass sod (see field design for layout).
5. Evenly top dress 100 ton of DuraEdge Professional infield material over existing skinned profile and laser grade.
6. Till new material into existing profile in three different directions, making sure materials are thoroughly mixed in to the top 3".
7. Laser grade the field at a slop of ½% - 1% to facilitate positive surface drainage.
8. Roll infield.
9. Build mound with Dura-Pitch clay bricks (or comparable mound clay) and new infield dirt materials.
10. Set home plate and 90' base receptacles.
11. Ensure the irrigation system is functioning and working properly once the field is completed.

The bidder must also be an STMA Member. Project must be completed (weather/materials permitting) by Friday, August 5th, 2022.

Submittal of Bids

Bidders shall submit bids to:

**Shannon Hance, City Clerk
Moberly City Hall
101 West Reed Street
Moberly, Missouri, 65270**

Bids will be accepted until 2 pm on Thursday, June 2nd, 2022.

Bids shall be submitted in a sealed envelope clearly marked with "Baseball Infield Renovation," the bidders company name, and the date and time for bid opening clearly and legibly marked on the outside.

Bids may not be withdrawn for a period of Sixty (60) days after the date of bid opening without the express written consent of the City.

Bid Opening

All bids will be publicly opened and read aloud at 2 p.m. on Thursday, June 2nd, 2022.

City Business License Requirement

Bidders are informed that the successful bidder will be required to obtain or prove possession of a valid business license issued by the City of Moberly pursuant to Chapter 14 of the City Code.

Insurance Requirements

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

- Workmen’s Compensation Insurance \$1 million minimum w/statutory limits
- Comprehensive General Liability
 - Bodily injury, including death \$1 million/occurrence \$2 million aggregate
 - Property Damage \$1 million/occurrence \$2 million aggregate
- Comprehensive Automobile Liability
 - Bodily injury, including death \$1 million/occurrence \$2 million aggregate
 - Property Damage \$1 million/occurrence \$2 million aggregate

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

Questions

Any and all questions shall be directed to **Jacob Bunten** at jbunten@cityofmoberly.com or **660-263-4966**.

Baseball Infield Renovation

#3.

CITY OF MOBERLY

"BID OPENING"

Sign-In Sheet

Date: 12/2/2022, 2 pm

Name

Shannon Hance

Troy Bock

Jacob Bunker

Company

city of Moberly

"

"

Baseball Infield Renovation

#3.

CITY OF MOBERLY

"BID OPENING"

Date: 6/2/2022 2pm

Turf Mark

\$ 75,025

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

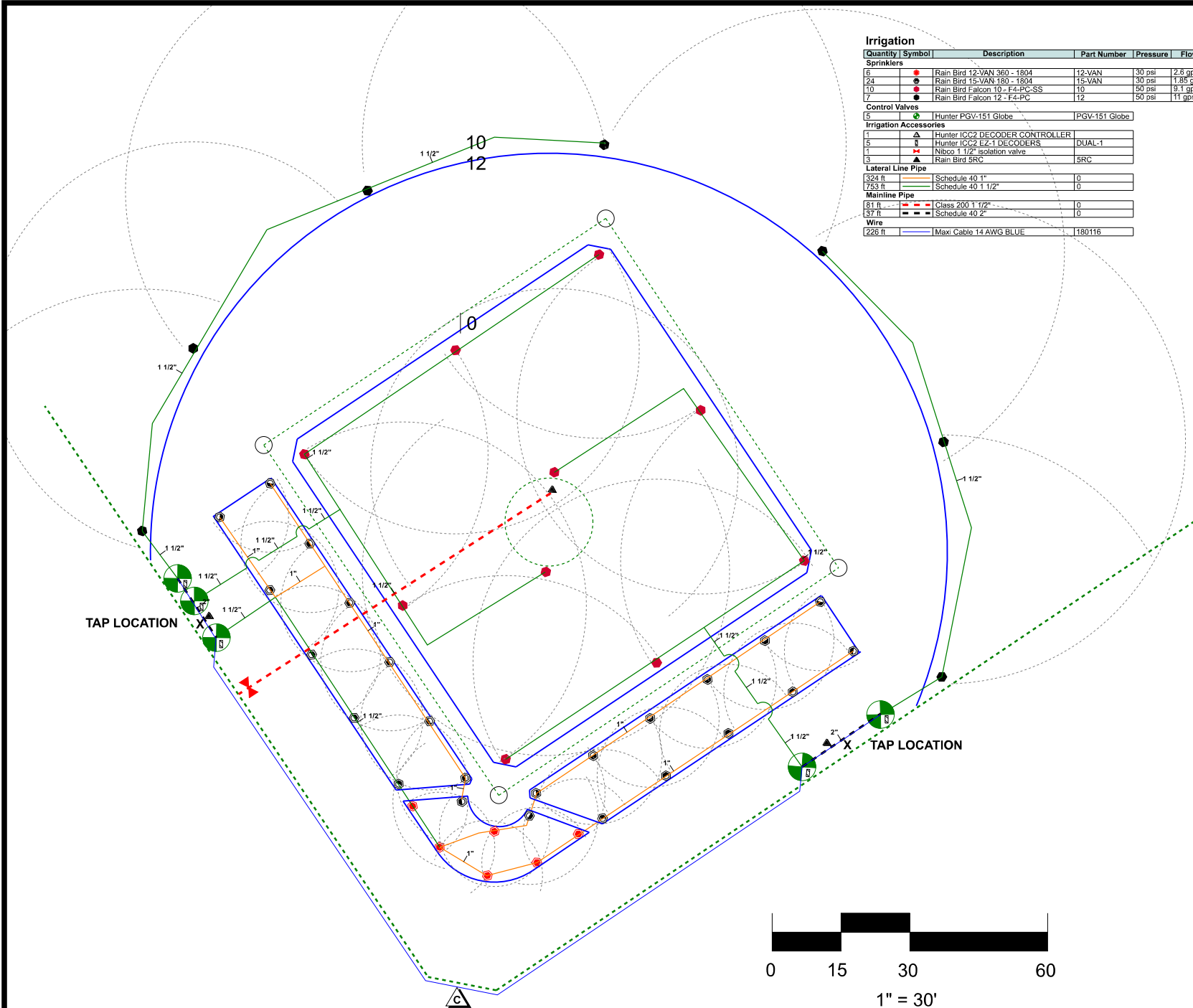
\$ _____

\$ _____

\$ _____

\$ _____

\$ _____



Irrigation

Quantity	Symbol	Description	Part Number	Pressure	Flow	Radius
Sprinklers						
6	●	Rain Bird 12-VAN 360 - 1804	12-VAN	30 psi	2.8 gpm	12 ft.
24	●	Rain Bird 15-VAN 180 - 1804	15-VAN	30 psi	1.85 gpm	15 ft.
10	●	Rain Bird Falcon 10 - F4-PC-SS	10	50 psi	9.1 gpm	53 ft.
7	●	Rain Bird Falcon 12 - F4-PC	12	50 psi	11 gpm	55 ft.
Control Valves						
5	●	Hunter PGV-151 Globe	PGV-151 Globe			
Irrigation Accessories						
1	▲	Hunter ICC2 DECODER CONTROLLER				
5	▲	Hunter ICC2 EZ-1 DECODERS	DUAL-1			
1	▲	Nibco 1 1/2\" isolation valve				
3	▲	Rain Bird SRC	5RC			
Lateral Line Pipe						
324 ft	—	Schedule 40 1"	0			
753 ft	—	Schedule 40 1 1/2"	0			
Mainline Pipe						
81 ft	—	Class 200 1 1/2"	0			
37 ft	—	Schedule 40 2"	0			
Wire						
228 ft	—	Maxi Cable 14 AWG BLUE	180116			

CENTRAL
TURF & IRRIGATION SUPPLY

WaterSense
1000 W. Kathryn
Nixa, MO 65714
(417) 880-8955

CID
Certified Irrigation Designer

SHEET DESCRIPTION:
* Irrigation

PROJECT:
* MOBERLY BALL FIELD
MOBERLY MO

REVISIONS:
2022-04-22
2022-04-28

DATE:
4/8/2022

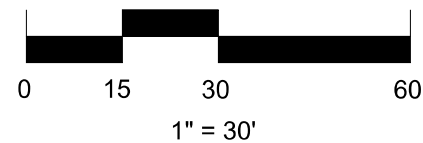
JOB NUMBER:
12345

DRAWN BY:
Kent Brobst

CHECKED BY:
KDB

SCALE:
1" = 30'

SHEET:
1 of 1



City of Moberly

City Council Agenda Summary

Agenda Number: #4.
 Department: City Manager
 Date: July 5, 2022

Agenda Item: A Resolution Approving A Governmental Consulting Services Agreement Between The City Of Moberly, Missouri And Zamkus And Associates, LLC And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

Summary: The annual renewal for our government relations specialist is set to renew for one year. This position helps with conveying the city's message with our federal and state legislature, executive departments of the state, and various state and federal agencies. This contract is for \$15,000 annually and will continue our efforts at improving or stopping actions which are important to the city. Major items worked on this year were, the Low-Income Tax Credit Program, economic development issues, prevailing wage, DNR items, transportation, historic tax credits, and internet sales tax. While this was a relatively "quiet" legislative session, we will need to continue our efforts in the future relating to current and future legislative action.

Recommended Action: Approve this resolution.

Fund Name:

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 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		Passed	Failed
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____			

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROVING AN GOVERNMENTAL CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF MOBERLY, MISSOURI AND ZAMKUS AND ASSOCIATES, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, an agreement has been negotiated between the City and Zamkus and Associates, LLC to renew for an additional year the existing Governmental Consulting Services Agreement between the two; and

WHEREAS, the City Council believes it is in the best interest of the City of Moberly that it continues to retain the services of Zamkus and Associates, LLC based upon the numerous vital legislative and administrative activities it has undertaken on behalf of the City in the past year; and

WHEREAS, the Agreement provides for a one year term beginning immediately in the total amount of \$15,000.00 and ending one year thereafter.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves the Agreement in the form attached hereto and hereby authorizes and directs the City Manager to execute the Agreement on behalf of the City of Moberly, Missouri.

RESOLVED this 5th day of July 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

GOVERNMENTAL CONSULTING SERVICES AGREEMENT

This Governmental Consulting Services Agreement is entered into on this 5th day of July, 2022, by and between **Zamkus and Associates, L.L.C** with their principal office located at 1320 Elmerine Avenue Jefferson City, MO 65101 (Consultant/Lobbyist) **and The City of Moberly** with a principal office located at 101 W Reed Street, Moberly, MO 65270 (Client):

WHEREAS, Consultant/Lobbyist is engaged in the business of providing governmental consulting services; and

WHEREAS, Client is a city located in Randolph County, Missouri that is interested in providing quality affordable housing and maintaining the safety and wellbeing of its nearly fourteen thousand citizens; and

WHEREAS, Client has significant interest in the Missouri Low Income Housing Tax Credit program as well as other job creation and redevelopment tax credits currently authorized under the provisions of Missouri State law; and

WHEREAS, Consultant/Lobbyist has been retained by Client to provide governmental consulting services for Client as described in Appendix A, which is attached and incorporated by reference as a part of this Agreement and which can generally be described as the Client’s desire to monitor and lobby legislation which would have an impact on specific economic development interests of the Client; and

Now therefore, in mutual consideration of the terms and conditions of this Agreement, the parties agree as follows:

1. **Independent Contractor.** Client agrees to use Consultant/Lobbyist as an independent contractor as described in Appendix A, which is attached and incorporated by reference as a part of this Agreement.
2. **Term.** The term of this Agreement shall be for a period from July 17, 2022, through July 16th, 2023. With mutual consent of both parties, this Agreement may be extended to a date mutually beneficial to both parties.
3. **Effort and Cooperation.** Consultant/Lobbyist and Client shall devote its best efforts in the performance and discharge of its duties and obligations under this Agreement. Client shall be available to consult with Consultant/Lobbyist, its officers, agents, and employees at reasonable times concerning matters pertaining to the provision of services by Consultant/Lobbyist.

4. **Compensation.** In consideration of the professional services to be provided by the Consultant/Lobbyist as outlined in Appendix A of this document, for the time period of July 17, 2022 through July 16, 2023, the Client shall pay the Consultant/Lobbyist one thousand dollars (\$1,000) per month payable at the end of each month for the term of the contract with an additional fifteen hundred dollars (\$1,500) due on the first and last payment for a total contract price of fifteen thousand dollars (\$15,000).
5. **Nondisclosure.** Consultant/Lobbyist and Client acknowledge that in the performance of this Agreement, certain trade secrets, names of past, present or future customers, business plans, strategies, operating information or any other confidential or proprietary information, including contents of proposals, bids, or work plans may become known to each other. Except as provided in the Disclosure section of this Agreement, both parties agree that they shall not, directly or indirectly, acting alone or with other persons or entities, without the prior written consent of each other, disclose, furnish, or make available to any third party, or to use for itself or for the benefit of any other person or entity any trade secrets, names of past, present or future customers, business plans, strategies, operating information or any other confidential or proprietary information, including contents of proposals, bids, or work plans, except as specifically agreed to in writing. Consultant/Lobbyist and Client agree that any breach of this Nondisclosure section will cause immediate and irreparable harm and may be enforced through the seeking of an injunction in a court of competent jurisdiction, and that injunctive relief to restrain any such breach is in addition to any other remedies or claims for damages. The parties expressly agree that the provisions of this Nondisclosure section shall survive any termination or expiration of this Agreement.
6. **Disclosure.** Consultant/Lobbyist and Client understand and agree that in the course of performance of this Agreement, that the existence, but not the specific terms, of this Agreement may be disclosed and acknowledged, particularly to individuals and entities contacted by Consultant/ Lobbyist on behalf of Client. Consultant/Lobbyist shall immediately notify Client if Consultant/Lobbyist deems it necessary to register as a lobbyist for Client and shall take whatever action Consultant/Lobbyist deems necessary or appropriate to ensure compliance with such laws.
7. **Compliance.** The parties agree to comply with all applicable federal and state laws, rules and regulations and any local laws or ordinances, rules, or regulations in all their actions.
8. **Miscellaneous.** The laws of the State of Missouri shall govern this Agreement. The parties consent to the jurisdiction of the Missouri federal and state courts. This Agreement, together with Appendix A constitutes the entire agreement of the parties and may not be assigned, amended, or otherwise modified except in writing by each of the parties. If any provision, in whole or in part, is invalid by the operation of any law of the State of Missouri or any other applicable law as found by a court, such provision or portion of a provision shall be severable from this Agreement and shall not invalidate the remainder of the provision or the remainder of this Agreement.

9. **Notices.** All notices, certificates, and acknowledgments of any kind related to this Agreement shall be in writing and shall be sent by a recognized carrier, overnight delivery, signature required, by certified mail, return receipt requested or by electronic mail. Said notices shall only be deemed effective upon the earlier of the following: (1) acknowledgment of receipt; or (2) as of the date of the official receipt from the U.S. Postal Service, addressed as follows:

CONSULTANT/LOBBYIST

Jason Zamkus/Principal
ZAMKUS & ASSOCIATES, LLC
1320 Elmerine Avenue
Jefferson City, MO 65101
(573) 291-6180
jzamkus@gmail.com

CLIENT

Brian Crane, City Manager
City of Moberly, Missouri
101 Reed Street
Moberly, MO 65207
(660) 998-0137
bcrane@cityofmoberly.com

10. Effectiveness; Date: This Agreement will become effective when upon the signature of all parties. The date this Agreement is signed by the last party (as indicated by the date associated with such party’s signature) shall be deemed the date of this Agreement. The Term Start Date may differ from the date of the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized agents on the dates provided below.

ZAMKUS & ASSOCIATES, L.L.C.

Signature: _____
Name: _____
Title: _____
Date: _____

THE CITY OF MOBERLY

Signature: _____
Name: Brian Crane
Title: City Manager
Date: 07/05/2022

General Deliverables - Appendix A

- Monitor and lobby LIHTC and other tax credit reform legislation;
- Identify and track legislation that could be utilized as vehicle for LIHTC or other tax credit reform legislation by amendment;
- Attend meetings and hearings of legislative committees and administrative agencies where matters which may affect tax credit legislation will be addressed or voted upon;
- Collect all relevant material from hearings;
- Compile all relevant information gathered;
- Facilitate meetings with key decision makers and staff regarding regulatory, legislative and administrative issues as necessary; and
- Provide regular written and/or oral reports.

This Appendix is incorporated by reference to the attached Governmental Consulting Services Agreement and shall be effective as of the last date indicated below and thereupon become a part of the Agreement.

ZAMKUS & ASSOCIATES, L.L.C.

THE CITY OF MOBERLY

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

City of Moberly

City Council Agenda Summary

Agenda Number: #5.
 Department: Public Utilities
 Date: July 5, 2022

Agenda Item: A Resolution Approving A Change Order For Wastewater Treatment Plant Biosolids Disposal Site Opportunity To Maximize Site Benefit.

Summary: Following a meeting at the Moberly wastewater treatment plant with Boone Consulting, Moberly staff was made aware of an opportunity to maximize the beneficial acreage, reduce runoff and soil loss and increase the usability of the site's years of use. This comes at a price of around a 10% increase in the previously approved conservation contract with 4HIM Construction. Removal of the site timber and recent rain events have revealed additional runoff flow information, allowing the project to fine tune remaining changes to the surface topography. In this manner it is expected, with confidence, that runoff can be reduced, moisture can be retained, and the amount of beneficial resulting acreage can be increased for long term site utilization. Staff expects to provide a change order and resulting exact amount of during the first council meeting in July 2022. This amount is \$39,322.00, the majority of which is to be used for soil relocation and minor changes to retention zones to achieve the increased site performance listed above. Current contract with 4HIM is for \$380,087.13.

Recommended

Action: Approve the resolution.

Fund Name: Utilities - Wastewater Treatment

Account Number: 301.114.5502

Available Budget \$: To be transferred from reserve fund as appropriate.

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>Change Order</u>

Roll Call Aye Nay

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Lucas** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND ACCEPTING A CHANGE ORDER TO THE AGREEMENT WITH 4HIM CONSTRUCTION, LLC.

WHEREAS, in December of 2021, this Council approved the response to a Request for Proposals from 4HIM Construction, LLC (“4HIM”) to make improvements to the City WWTP farm in converting the timberland to hayland; and

WHEREAS, a proposed Change Order (attached hereto) has been submitted by 4HIM to make further improvements to the farm including 1.) Adding topsoil to bare spots over 11 acres; 2.) Adding wider drainage channel with larger drainage tube installation, rock and seeding for new vegetation that will move stormwater either east or west; and 3.) The addition of 15 new construction structures with piping and rock that will store and slow stormwater flow to minimize soil loss throughout the farm at an additional cost of \$39,322.00; and

WHEREAS, City 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 5th day of July 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

Change Order: _____

City of Moberly Wastewater Treatment Plant

Farm Conservation Improvements

The City Farm Conservation Improvements project has had all the timber cut and logs removed and completed per the contractual agreement with Sunderland Timber. 4-HIM Construction has completed 60% of tree tops, stumps, remaining trees, and brush that they have cleared, burned and buried so work for land grading can move forward. As of the present date, 9 of the 20 contracted conservation structures consisting of terraces and dry dams have been completed with 40% of the tile inlets and drainage pipe installed to store and move stormwater with minimal soil erosion.

In conducting the above-mentioned procedure concerning the removal of the timber and conservation improvements, 4-HIM Construction found multiple locations of severe soil erosion throughout the farm site which all the topsoil has been stripped away and washed down to the lower part of the farm and deposited just north of the Wastewater Treatment Plant (WWTP) causing siltation of 3-7' of sediment. This presents several drainage problems in which the flow of stormwater at times floods the WWTP. Due to the tremendous elevation drop which causes stormwater to channelize and cause erosion, additional conservation structures will need to be constructed to store stormwater and release water at a slower rate to prevent erosion after the hay-land vegetation is established.

To solve the highly eroded soil, drainage and flooding problem at the WWTP, and minimize erosion by storing and slowing stormwater flows. The following three items needs to be added to the scope of contract services with 4-HIM Construction:

Part A: In places on the farm where there is no topsoil that will not grow any vegetation, topsoil needs to be placed back on these areas to assure vegetative growth (hay production) and at the same time minimize soil loss due to vegetative cover of these areas.

Change Order: Topsoil to be hauled and placed back on bare spots in the field over approximately 11 acres. Six acres east of the field road and five acres west of field road. The cost for Part A is \$15,000.00

Part B: Sediment deposits need to be removed and placed back up on the highly eroded clay/rocky spots in the field and new wider drainage channel needs to be constructed in a way to manage the stormwater without flooding the WWTP and at the same time vegetation can be mowed or baled for hay.

Change Order: Protect the WWTP from stormwater flooding with new wider drainage channel with larger drainage tube installation, rock, and seeding for new vegetation that will move stormwater either west or east. The cost for Part B is \$5,780.00

Part C: Furthermore, there are more steeper slopes that will require more conservation structures to store and slow stormwater flow to minimize soil erosion and maintain a good vegetative cover without channelizing water flows.

Change Order: The addition of 15 new construction structures with piping and rock that will store and slow stormwater flow to minimize soil loss throughout the farm. The cost for Part C is \$18,542.00

The change order combined total of Part A, Part B, and Part C is for \$39,322.00

	Contractor	Authorized by Owner
By:	Justin Simmons	Brian Crane
Title:	Owner	City Manager, Moberly
By:		
Title:		
Date:		

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#6.

Department: Public Works

Date: July 5, 2022

Agenda Item: An Ordinance Authorizing A Cooperative Agreement For Infill Development With Janelle Jacobson.

Summary: We received a request from Janelle Jacobson requesting the donation of 1047 West End for the purpose of building an in-fill development house for her personal residence. The lot has previously been advertised to the public for proposals with no offers. The proposed house would be appropriate for the zoning district and a positive for the neighborhood.

If approved, the developer would have to deposit \$1,000 which would hold the property for 12 months. Within that 12 months the developer would have to submit plans, acquire a building permit and if approved, the City would deed the property to them at that time. Developer would then have 6 months to construct the house. Failure to submit plans and apply for the business license or complete structure within allowed times would be a forfeiture of the \$1,000.

If the developer completes construction, the \$1,000 deposit would be applied towards City permits and fees associated with the construction.

Staff recommends approval of the lot donation for in-fill development with the required \$1,000 deposit

Recommended

Action: Approve this Ordinance.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT WITH JANELLE JACOBSON.

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

SECTION ONE: The City of Moberly has adopted a policy and practice of encouraging infill development of housing on property acquired by the City.

SECTION TWO: Janelle Jacobson has agreed to build a residence at 1042 West End Place which will comply in all respects with City Codes and development plans.

SECTION THREE: Janelle Jacobson has negotiated an agreement with City Staff to develop 1042 West End Place for infill development as provided in the attached Cooperative Agreement for Infill Development and said Cooperative Agreement is hereby authorized and the City Manager is hereby authorized to execute said Cooperative Agreement.

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

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 5th day of July 2022.

ATTEST:

Presiding Officer at Meeting

Shannon Hance, MRCC, City Clerk

COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT

THIS COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT (this "Agreement") is made and entered into as of this _____ day of _____, 2022 (the "Effective Date") by and between THE CITY OF MOBERLY, a city of the third class and a Missouri municipality having a principal office at 101 West Reed Street, Moberly, Missouri, 65270 (the "City") and Janelle Jacobson, an individual residing in Moberly, Missouri (the "Developer").

RECITALS

A. The Developer wishes to acquire and redevelop Property which is currently underutilized and which activities by the Developer the City recognizes will facilitate the City's economic development goals and improve property values in the area where the Property is located.

B. The City is willing to convey the Property to the Developer pursuant to the terms of this Agreement in exchange for the Developer's promise to construct a residence on the Property, all in accordance with the terms of this Agreement and building plans submitted to the City.

AGREEMENT

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

ARTICLE I.

THE PROPERTY AND CONSTRUCTION

Section 1.1. Conveyance of the Property. Subject to the terms and conditions of this Agreement, the City agrees to convey infill property zoned for residential use in exchange for Developer's agreement to construct a residence in conformance with building plans submitted and approved by the City.

Section 1.2. The Property. The Property shall mean the property at 1042 West End Place, Moberly, Missouri and further legally described as Lot 11 in Block 3 of Tannehills Addition to the City of Moberly, Randolph County, Missouri.

Section 1.3. New Construction. The Developer shall deposit \$1,000.00 (the "deposit") within thirty (30) days of the Effective Date for payment of all permitting charges, tap fees or any other City charges for new construction. The Developer shall pay for all permitting fees and other standard construction costs which costs will be deducted from the deposit. Developer shall submit building plans and make application for a building permit within six (6) months of the Effective Date. Developer agrees to initiate construction within thirty (30) days of receipt of the building permit. Developer agrees to complete construction of the residence within one (1) year of the Effective Date. Developer agrees to abide by all construction standards required under city Building Regulations and Inspections.

Section 1.4. Local Sales Tax Abatement. Upon issuance of an occupancy permit Developer shall submit to the City all receipts for all construction materials purchased locally for the project. City agrees

to reimburse Developer for all local sales taxes as reflected in the receipts as an economic incentive for the project.

ARTICLE II. CONVEYANCE AGREEMENT

Section 2.1. Transfer of the Property. Subject to the terms and conditions of this Agreement and within thirty (30) days of the acceptance by the City of the site and building plan(s) and issuance of the building permit, the City agrees to convey the Property at closing. The purchase price for the Property shall be One Dollar (\$1.00) and other good and valuable consideration as stated herein.

Section 2.2. Deed. The conveyance of title shall be by Quit-Claim deed in which the City shall convey to Developer all the right, title and interest held by the City in the Property and not by Warranty Deed. City makes no warranties as to the merchantability of title. Developer agrees to record the Quit-Claim deed contemporaneously with delivery of the deed.

Section 2.3. Events of Closing.

(a) Each Party shall execute, acknowledge, and deliver, after the closing, such further assurances, instruments and documents as the other may reasonable request in order to fulfill the intent of the Purchase Agreement and the transactions contemplated hereby.

(b) If Developer desires a Title Commitment be issued prior to closing, Developer shall pay the costs of any title commitment and for premiums on any owner's policy of title insurance, and any title endorsements to any such policy, issued by the Title Company that the Developer elects to obtain on the Property. All outstanding real estate taxes, and all other public or governmental charges and public or private assessments against the Property which are or may be payable on an annual basis (including liens or encumbrances for sewer, water, drainage or other public improvements whether completed or commences on or prior to the Effective Date or subsequent thereto), shall be paid by Developer. All other costs of closing shall be borne by the Developer including, without limitation, any applicable state, county and municipal transfer taxes, closing costs and recording fees charged by the Title Company.

(c) **BY CLOSING ON THE PROPERTY, THE DEVELOPER ACKNOWLEDGES THAT THE DEVELOPER HAS HAD ADEQUATE OPPORTUNITY TO INSPECT, REVIEW AND CONSIDER ALL MATTERS AFFECTING THE USE, OWNERSHIP AND DEVELOPMENT OF THE PROPERTY AND THAT THE CONVEYANCE OF SAME BY THE CITY IS TO BE MADE ON AN "AS IS/WHERE IS" BASIS AND WITHOUT RECOURSE TO THE CITY. THE CONVEYANCE OF THE PROPERTY SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION: (i) ANY IMPLIED WARRANTY OR MERCHANTABILITY, FITNESS OR HABITABILITY, GOOD OR FAIR CONDITION OR REPAIR OR GOOD AND WORKMANLIKE CONSTRUCTION AND (ii) ANY WARRANTIES OR REPRESENTATIONS WITH RESPECT TO SITE CONDITIONS AS OF THE EFFECTIVE DATE AND OF THE CLOSING AND CONVEYANCE OF THE PROPERTY OR POTENTIAL LIABILITIES UNDER OR WITH RESPECT TO ANY FEDERAL, STATE OR LOCAL ENVIRONMENTAL LAW OR REGULATION, ALL OF**

WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY THE CITY AND EACH OF WHICH DISCLAIMERS IS HEREBY AGREED TO AND ACCEPTED BY THE DEVELOPER.

Section 2.4. Real Estate Brokers. The City and Developer hereby state and warrant to each other that neither has dealt with any real estate broker, agent or salespersons in connection with this transaction and the sale of the Property. To the full extent permitted by law, the City and Developer each agree to indemnify and hold the other harmless against any claims for real estate commissions or consultant fees claiming representation of such party in this transaction. Such obligations to indemnify and hold harmless shall include, without limitation, all costs and attorneys’ fees relating to litigation and other proceedings.

**ARTICLE III
BREACH**

Section 3.1. Breach and Compliance; Right to Cure; Remedies Not Exclusive. In the event of substantial non-compliance with any of the terms of this Agreement, written notice of same may be delivered to the Developer by the City, and, if the Developer shall not have corrected such substantial non-compliance within Forty-five (45) days after receipt of such notice the City may institute such proceedings as may be necessary or desirable in the City’s sole opinion to cure and remedy such default including, without limitation, the remedy of specific performance. If Developer fails to correct any such substantial non-compliance as herein provided it shall forfeit the deposit. None of the foregoing remedies shall be exclusive or any other remedy otherwise available to the City at law or in equity and any and all such remedies may be exercised by the City individually, sequentially, collectively, or in the alternative, all at the City’s sole discretion.

**ARTICLE IV
MISCELLANEOUS PROVISIONS**

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

Section 4.2. Term of Agreement. This Agreement shall continue in force until the date of the issuance of the last Certificate of Occupancy for any Building(s) on the Property. The rights and privileges granted to and the duties and obligations imposed on the Developer by this Agreement shall apply only to the Property.

Section 4.3. Notices. Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice shall be in writing addressed to the addressees at the address set forth below, and transmitted by first class mail:

City:	City of Moberly	
	Attention: Tom Sanders	Moberly, Missouri 65270
Developer:	Janelle Jacobson	Moberly, Missouri 65270

Section 4.4. Choice of Law; Venue; Waiver of Objections. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Parties agree that any action at law,

suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri and waive any objection based upon venue or forum non conveniens or otherwise.

Section 4.5. Entire Agreement; Amendments; No Waiver by Prior Actions. The Parties agree that this Agreement constitutes the entire agreement between them and no other agreements or representations have been made by the Parties. This Agreement shall only be amended in writing and effective when signed by the duly authorized agents of the Parties. The failure of any Party to insist in any one or more cases upon the strict performance of any term, covenant or condition shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

Section 4.6. No Waiver of Sovereign Immunity; Public Liability Strictly Limited. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City’s Sovereign Immunity. The Parties agree that in no event shall the City, or any of its officials, officers, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to the Developer or any lessee, sublessee, assign, heir or personal representative of the Developer in respect of any suit, claim, or cause of action arising out of this Agreement.

Section 4.7. Deposit Refund. Upon issuance of an Occupancy Permit for the completed residence the City agrees to account for and refund any portion of the deposits not expended during the project.

Section 4.8. Execution in Counterparts. Each person executing this Agreement warrants and represents that he or she has authority to do so on behalf of the entity he or she represents. This Agreement may be executed in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and same instrument, binding on the Parties hereto.

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

CITY OF MOBERLY

By: _____
Brian Crane, City Manager

ATTEST:

Shannon Hance, City Clerk

DEVELOPER, JANELLE JACOBSON

By: _____
Janelle Jacobson

ACKNOWLEDGEMENTS

STATE OF MISSOURI)
)SS
COUNTY OF RANDOLPH)

On this ____ day of _____, 2022, before me appeared Brian Crane, to me personally known, who being by me first duly sworn, did say that he is the City Manager of the City of Moberly, Missouri, and that said instrument was signed on behalf of said City by authority of its City Council and said City Manager acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My commission expires:

Seal:

STATE OF MISSOURI)
)SS
COUNTY OF RANDOLPH)

On this ____ day of _____, 2022, before me appeared Janelle Jacobson, to me personally known, who being by me first sworn, did say that she is a single person and she acknowledged said instrument to be her free act and deed.

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

Notary Public

My commission expires:

Seal:

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#7.

Department: Administration

Date: July 5, 2022

Agenda Item: An Ordinance Approving a Settlement Agreement and Providing Further Authority.

Summary: Anna and Chad Haney (together, the “**Haneys**”) are the current owners and proprietors of a commercial restaurant located at 402 West Reed Street, Moberly, Missouri (the “**Premises**”) generally known as “Shady Tuesdays” or “Shadys” (the “**Business**”) which was permanently closed as of April 15, 2022. Prior to the closure of the Business, the Haneys had entered into a Comprehensive Economic Assistance Agreement with the Downtown Moberly Community Improvement District (the “**District**”) dated as of February 19, 2020 (the “**Assistance Agreement**”) which in support of Haney’s acquisition of the Business provided for, among other things, the facilitation of a certain Loan (the “**Loan**”) from the Central Bank of Moberly (the “**Bank**”) to the Haneys which was in turn collateralized by a certificate of deposit in the amount of \$15,000 purchased and held in the name of the District (the “**Collateral**”). The Haneys in the Assistance Agreement, jointly and severally, personally guaranteed “*payment of all amounts the payment when due of all amounts owed under the Loan...*” (the “**Guaranty**”).

As of April 2022 the Haneys were in default on the Loan, the balance of which was accelerated by the Bank which also realized on the Collateral leaving the Haneys in debt to the District under the Guaranty in the amount of approximately \$9,000. After making demand on the Haneys for payment in full of the outstanding debt, the City facilitated the Settlement Agreement with the Haneys which is the subject of the Ordinance which requires that the Haneys will convey to the City on behalf of the District all of the Haneys’ right title and interest to all personal property and equipment connected with the Business and located at the Premises (collectively, the “**Equipment**”) in consideration of the District’s forgiveness of and forbearance to pursue collections and other claims under the Guaranty and the Assistance Agreement

The proposed Ordinance provides for the approval of the Settlement Agreement and further authorizes City officials to enforce the terms of the Settlement Agreement as required, to obtain a bill of sale for the Equipment, and to work with the owner of the Premises and others to seek an ultimate user or purchaser for the Equipment.

Recommended Action Approve this ordinance

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

___ Memo	___ Council Minutes
___ Staff Report	<u>x</u> Proposed Ordinance
___ Correspondence	___ Proposed Resolution
___ Bid Tabulation	___ Attorney’s Report
___ P/C Recommendation	___ Petition
___ P/C Minutes	<u>x</u> 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 A SETTLEMENT AGREEMENT; AND PROVIDING FURTHER AUTHORITY.

WHEREAS, Anna and Chad Haney (together, the “**Haneys**”) are the current owners and proprietors of a commercial restaurant located at 402 West Reed Street, Moberly, Missouri (the “**Premises**”) generally known as “Shady Tuesdays” or “Shadys” (the “**Business**”) which was permanently closed as of April 15, 2022; and

WHEREAS, the Haneys have defaulted on a loan issued in connection with certain Comprehensive Economic Assistance Agreement with the Downtown Moberly Community Improvement District (the “**District**”) dated as of February 19, 2020 (the “**Assistance Agreement**”) to facilitate the acquisition of the Business and as a result the Haneys are in debt to the District in the amount of the loan balance; and

WHEREAS, the City has facilitated a settlement agreement in substantially the form attached as Exhibit A to and incorporated by reference in this Ordinance (the “**Settlement**”) which provides that in consideration of the District’s forgiveness of and forbearance to pursue collections on the outstanding debt and other claims under the Assistance Agreement, the Haneys shall convey to the City on behalf of the District all of the Haneys’ right title and interest to all personal property and equipment connected with the Business and located at the Premises (collectively, the “**Equipment**”);

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

SECTION 1. The Settlement is hereby approved and the Mayor of the City is hereby authorized and directed to execute and deliver the Settlement 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 enforce the Settlement and to carry out the intent of this Ordinance including, without limitation, obtaining a bill of sale for the Equipment in substantially the form of Exhibit A to the Settlement and are further authorized to work with the owner of the Premises and others to seek an ultimate user or purchaser of the Equipment.

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 5th day of July, 2022.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

EXHIBIT A
SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of this _____ day of May, 2022 (the “**Effective Date**”), by and among the CITY OF MOBERLY, MISSOURI, a city of the third class and Missouri municipal corporation located in the County of Randolph (the “**City**”); 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**”); and ANNA K. and R. CHAD HANEY, husband and wife, having a principal residence at 710 Flower Lane, Moberly, Missouri 65270 (together, the “**Haneys**”), together with SHADES OF TUESDAY, LLC, a Missouri limited liability having a principal office at 710 Flower Lane, Moberly, Missouri 65270 (“**Shady**” and together with the Haneys, the “**Proprietors**”).

RECITALS

- A.** The Haneys are the owners and proprietors of a commercial restaurant located at 402 West Reed Street, Moberly, Missouri (the “**Premises**”) generally known as “Shady Tuesdays” or “Shadys” (the “**Business**”) which was permanently closed as of April 15, 2022.
- B.** Prior to the closure of the Business, the Haneys had entered into a certain Comprehensive Economic Assistance Agreement with the District dated as of February 19, 2020 (the “**Assistance Agreement**”) which provided for, among other things, the facilitation in support of the Business of a certain Loan #7424 (the “**Loan**”) from the Central Bank of Moberly (the “**Bank**”) to the Haneys collateralized by a certificate of deposit in the amount of \$15,000 purchased and held in the name of the District (the “**Collateral**”).
- C.** In the Assistance Agreement the Haneys, jointly and severally, provided to the District a personal guaranty of “*payment of all amounts the payment when due of all amounts owed under the Loan (whether at maturity or upon the occurrence of an event of default or otherwise) and the performance of all terms of the Loan...*” (the “**Guaranty**”).
- D.** As of April 2022 the Haneys are in default on the Loan, the balance of which in the amount of \$9,945.48 (the “**Balance**”) has been accelerated by the Bank which has also realized on the Collateral leaving the Haneys in debt to the District under the Guaranty in the amount of the Balance, all as set forth in a certain demand letter from the District to the Haneys dated April 25, 2022.
- E.** In settlement of any and all potential claims and causes of action related to the Loan and the Guaranty, the Haneys have agreed to convey to the City on behalf of the District all of the Haneys’ right title and interest to all personal property and equipment connected with the Business and located at the Premises (collectively, the “**Equipment**”) in consideration of the District’s forgiveness of and forbearance to pursue collections on the Balance and other claims under the Guaranty and the Assistance Agreement and the parties now wish to enter into this Agreement to document and provide for the conveyance of title to the Equipment to the City and to settle all existing and potential controversies, disputes, and claims arising among them.

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

AGREEMENT

Section 1.. Incorporation of Recitals; Acknowledgement. Each of the foregoing Recitals is hereby incorporated by reference in this Agreement as if set forth in full in this place. Each of the parties to this Agreement individually and collectively acknowledges and agrees that the Recitals set forth in this Agreement are true and correct statements and no party may subsequently deny or disavow or be permitted to deny or disavow same.

Section 2. Representations as to Ownership of the Equipment; Correctness a Material Inducement. The Proprietors and each of them individually and collectively hereby represent and warrant to the District and the City as follows:

- (a) The Haney's in their own names own free and clear all right, title, and interest to the Equipment and that such Equipment remains unencumbered by any debt or security instrument of any kind and type; and
- (b) Shady enjoys no right, title or interest on any portion or item of the Equipment and hereby irrevocably waives and releases as of the Effective Date any and all such claims of any kind or type; and
- (c) No third party has or will obtain any right, title or interest on or to any portion or item of the Equipment and neither the Equipment nor any portion thereof constitutes security or affords a security interest whether or not registered or recorded and vested in any third party.

The Proprietors and each of them individually and collectively hereby further acknowledge and agree that the accuracy and correctness of the foregoing representations and warranties have been relied upon by the City and by the District and constitute material inducements to the District and the City to enter into this Agreement. Accordingly, in the event it is determined that any of the foregoing representations and warranties were materially false on the Effective Date or on the date of conveyance to the City of all right, title and interest to the Equipment (the “**Closing Date**”), this Agreement shall be null and void; *provided that* notwithstanding such termination, the District, in addition to any other remedies under this Agreement or otherwise available to the District or the City at law or in equity, shall be entitled to recover on the Guaranty (which Guaranty shall be reinstated) from the Haney's, jointly and severally, along with any amounts paid to or on behalf of the Haney's under any of the Assistance Programs, and damages for misrepresentation from any or all of the Proprietors, together with attorneys’ fees and costs of recovery.

Section 3. Conveyance of Equipment. As of the Closing Date (which shall be in no event later than Thirty (30) calendar days from the Effective Date) the Haney's shall by execution and delivery of a bill of sale in substantially the form of Exhibit A to this Agreement convey to the City all right, title and interest to the Equipment free and unencumbered by debt or security instrument of

any kind and type with possession to be taken by the City at the Premises.

Section 4. Cancellation of Assistance Agreement. The Assistance Agreement is hereby cancelled and terminated in its entirety, as of the Closing Date and, subject to successful conveyance of the Equipment to the City as contemplated in this Agreement, shall be of no further force and effect; *provided that* the representations set forth in Section 2 of this Agreement shall survive termination of the Assistance Agreement or of this Agreement for any reason whatsoever.

Section 5. Releases. All parties and each of them hereby releases and forever discharges the others and their past and future officers, employees, officials, board members, commissioners, directors, agents, attorneys, successors and assigns, and each of them, and all those who are or may be liable on its or their behalf, from and against any and all claims, demands, actions, losses, accounts, debts, damages, costs, interests, suits, grievances, liabilities, demands or causes of actions of any kind whatsoever now existing, whether known or unknown, whether asserted to date or not, on account of, arising out of, resulting from, or in any manner pertaining to the Assistance Agreement or the Guaranty, except that the foregoing release shall not release claims relating to enforcement of this Agreement. **Notwithstanding the foregoing, the releases contained herein are subject to the condition precedent of completion of the obligations set forth in Section 3 of this Agreement.**

Section 6. Voluntary Agreement. This Agreement is freely and voluntarily executed by the parties, without any duress or coercion, and after each party has consulted with its counsel. Each party has carefully and completely read all of the terms and provisions of this Settlement Agreement.

Section 7. Miscellaneous.

Section 7.1 Headings; 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 or any provision thereof and shall in no way be deemed to explain, modify, amplify or aid in the interpretation or construction of the provisions of this Agreement. Each party to this Agreement and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Agreement and any and all documents attached or referenced herein as exhibits. This Agreement shall be construed without regard to any presumption or other rule of construction whereby ambiguities within this Agreement or such other document would be construed or interpreted against the party causing the document to be drafted. The parties each further represent and warrant to each other that the terms of this Agreement and the documents referenced as exhibits herein have been completely read by them and that those terms are fully understood and voluntarily accepted by them. In any interpretation, construction or determination of the meaning of any provision of this Agreement, no presumption whatsoever shall arise from the fact that the Agreement was prepared by or on behalf of any party hereto.

Section 7.2. Choice of Law; Venue. 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 mutually agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri or in federal court of the Eastern District of Missouri and waive any objection based upon venue or *forum non conveniens* or otherwise.

Section 7.3. Entire Agreement; Amendments; No Waiver by Prior Actions. The parties agree that this Agreement shall constitute the entire agreement among the parties and no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the duly authorized agents of each of the parties. The failure of any party to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Agreement to be performed or observed by another party shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

Section 7.4. No Waiver of Sovereign Immunity. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City’s or the District’s sovereign immunity.

Section 7.5. Notices. Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice or other communication shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

- If to the City:*

City of Moberly
101 West Reed Street - City Hall
Moberly, Missouri 65270
Attn: City Manager
- with a copy to:*

Cunningham, Vogel & Rost, P.C.
333 South Kirkwood Road, Suite 300
St. Louis, Missouri 63122
Attn: Thomas A. Cunningham, Esq.
- If to the District:*

Downtown Moberly Community Improvement District
101 West Reed Street
Moberly, Missouri 65270
Attn: Chair
- If to the Haney's:*

Anna and Chad Haney
710 Flower Street
Moberly, Missouri 65270
Attn: _____
- If to Shady:*

Shades of Tuesday, LLC

710 Flower Street
Moberly, Missouri 65270
Attn: _____, Its _____

or to such other persons as the parties may designate in writing from time to time in accordance with this Section 7.5 and all said notices shall be deemed given upon the deposit in the United States mail or upon hand delivery.

Section 7.6. Severability. The provisions of this Agreement shall be deemed severable. If any word, phrase, term, sentence, paragraph, or other portion of this Agreement shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected by such partial invalidity, and each remaining word, phrase, term, sentence, paragraph covenant, or other portion of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 7.7. Binding Effect. Except as otherwise expressly provided in this Agreement, the covenants, conditions and agreements contained in this this Agreement shall bind and inure to the benefit of parties, and their respective permitted successors and assigns.

Section 7.8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. The parties agree that this Agreement may be executed by any party and transmitted to the other parties by facsimile or email in PDF format.

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

CITY OF MOBERLY

By: _____
Jerry Jeffrey, Mayor

ATTEST:

Shannon Hance, City Clerk

**DOWNTOWN MOBERLY COMMUNITY
IMPROVEMENT DISTRICT**

By: _____
Brian Crane, Chair

ATTEST:

Secretary

THE HANEYS

ANNA HANEY

CHAD HANEY

ATTEST:

By: _____
Title:

SHADES OF TUESDAY, LLC

By: _____
Its _____

ATTEST:

Name: _____
Title: _____

EXHIBIT A

BILL OF SALE

ANNA KATHRYN HANEY and ROBERT CHAD HANEY, husband and wife (together, the “**Haneys**”), in consideration of the covenants and conditions set forth in that certain Settlement Agreement dated as of May ____, 2022 (the “**Agreement**”) by and among the Haneys, the City of Moberly, Missouri (“**Buyer**”), the Downtown Moberly Community Improvement District, and Shades of Tuesday, LLC and for other good and valuable consideration the receipt and sufficiency are hereby acknowledged, have **BARGAINED** and **SOLD**, and by these presents do now **GRANT** and **CONVEY**, unto Buyer and its successors and assigns, all of their right, title and interest, in and to all equipment and other personal property shown on **Annex A** hereto, (collectively, the “**Equipment**”) located on the Premises *Capitalized terms used and not described in this instrument shall have the meanings ascribed to them in the Agreement.*

TO HAVE AND TO HOLD the same unto Buyer, its successors and assigns, along with the representation and warrant to Buyer that the Haneys as of the date hereof are possessed of all right, title and interest to the Equipment, free and clear of any and all encumbrances, whether or not of record.

The Equipment is being conveyed “AS IS,” “WHERE IS” and “WITH ALL FAULTS” as of the date of this Bill of Sale, without any representation or warranty whatsoever as to its condition, fitness for any particular purpose, merchantability, or any other warranty, express or implied.

IN WITNESS WHEREOF, the Haneys have each caused this Bill of Sale to be executed in their names this _____ day of _____ 2022.

ANNA KATHRYN HANEY

ROBERT CHAD HANEY

ATTEST:

By: _____
Title:

Annex A
THE EQUIPMENT (list)

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of this 12th day of May, 2022 (the “**Effective Date**”), by and among the CITY OF MOBERLY, MISSOURI, a city of the third class and Missouri municipal corporation located in the County of Randolph (the “**City**”); 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**”); and ANNA K. and R. CHAD HANEY, husband and wife, having a principal residence at 710 Flower Lane, Moberly, Missouri 65270 (together, the “**Haneys**”), together with SHADES OF TUESDAY, LLC, a Missouri limited liability having a principal office at 710 Flower Lane, Moberly, Missouri 65270 (“**Shady**” and together with the Haneys, the “**Proprietors**”).

RECITALS

A. The Haneys are the owners and proprietors of a commercial restaurant located at 402 West Reed Street, Moberly, Missouri (the “**Premises**”) generally known as “Shady Tuesdays” or “Shadys” (the “**Business**”) which was permanently closed as of April 15, 2022.

B. Prior to the closure of the Business, the Haneys had entered into a certain Comprehensive Economic Assistance Agreement with the District dated as of February 19, 2020 (the “**Assistance Agreement**”) which provided for, among other things, the facilitation in support of the Business of a certain Loan #7424 (the “**Loan**”) from the Central Bank of Moberly (the “**Bank**”) to the Haneys collateralized by a certificate of deposit in the amount of \$15,000 purchased and held in the name of the District (the “**Collateral**”).

C. In the Assistance Agreement the Haneys, jointly and severally, provided to the District a personal guaranty of “*payment of all amounts the payment when due of all amounts owed under the Loan (whether at maturity or upon the occurrence of an event of default or otherwise) and the performance of all terms of the Loan...*” (the “**Guaranty**”).

D. As of April 2022 the Haneys are in default on the Loan, the balance of which in the amount of \$9,945.48 (the “**Balance**”) has been accelerated by the Bank which has also realized on the Collateral leaving the Haneys in debt to the District under the Guaranty in the amount of the Balance, all as set forth in a certain demand letter from the District to the Haneys dated April 25, 2022.

E. In settlement of any and all potential claims and causes of action related to the Loan and the Guaranty, the Haneys have agreed to convey to the City on behalf of the District all of the Haneys’ right title and interest to all personal property and equipment connected with the Business and located at the Premises (collectively, the “**Equipment**”) in consideration of the District’s forgiveness of and forbearance to pursue collections on the Balance and other claims under the Guaranty and the Assistance Agreement and the parties now wish to enter into this Agreement to document and provide for the conveyance of title to the Equipment to the City and to settle all existing and potential controversies, disputes, and claims arising among them.

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

AGREEMENT

Section 1.. Incorporation of Recitals; Acknowledgement. Each of the foregoing Recitals is hereby incorporated by reference in this Agreement as if set forth in full in this place. Each of the parties to this Agreement individually and collectively acknowledges and agrees that the Recitals set forth in this Agreement are true and correct statements and no party may subsequently deny or disavow or be permitted to deny or disavow same.

Section 2. Representations as to Ownership of the Equipment; Correctness a Material Inducement. The Proprietors and each of them individually and collectively hereby represent and warrant to the District and the City as follows:

- (a) The Haneys in their own names own free and clear all right, title, and interest to the Equipment and that such Equipment remains unencumbered by any debt or security instrument of any kind and type; and
- (b) Shady enjoys no right, title or interest on any portion or item of the Equipment and hereby irrevocably waives and releases as of the Effective Date any and all such claims of any kind or type; and
- (c) No third party has or will obtain any right, title or interest on or to any portion or item of the Equipment and neither the Equipment nor any portion thereof constitutes security or affords a security interest whether or not registered or recorded and vested in any third party.

The Proprietors and each of them individually and collectively hereby further acknowledge and agree that the accuracy and correctness of the foregoing representations and warranties have been relied upon by the City and by the District and constitute material inducements to the District and the City to enter into this Agreement. Accordingly, in the event it is determined that any of the foregoing representations and warranties were materially false on the Effective Date or on the date of conveyance to the City of all right, title and interest to the Equipment (the “Closing Date”), this Agreement shall be null and void; *provided that* notwithstanding such termination, the District, in addition to any other remedies under this Agreement or otherwise available to the District or the City at law or in equity, shall be entitled to recover on the Guaranty (which Guaranty shall be reinstated) from the Haneys, jointly and severally, along with any amounts paid to or on behalf of the Haneys under any of the Assistance Programs, and damages for misrepresentation from any or all of the Proprietors, together with attorneys’ fees and costs of recovery.

Section 3. Conveyance of Equipment. As of the Closing Date (which shall be in no event later than Thirty (30) calendar days from the Effective Date) the Haneys shall by execution and delivery of a bill of sale in substantially the form of Exhibit A to this Agreement convey to the City all right, title and interest to the Equipment free and unencumbered by debt or security instrument of any kind and type with possession to be taken by the City at the Premises.

Section 4. Cancellation of Assistance Agreement. The Assistance Agreement is hereby cancelled and terminated in its entirety, as of the Closing Date and, subject to successful conveyance of the Equipment to the City as contemplated in this Agreement, shall be of no further force and effect; *provided that* the representations set forth in Section 2 of this Agreement shall survive termination of the Assistance Agreement or of this Agreement for any reason whatsoever.

Section 5. Releases. All parties and each of them hereby releases and forever discharges the others and their past and future officers, employees, officials, board members, commissioners, directors, agents, attorneys, successors and assigns, and each of them, and all those who are or may be liable on its or their behalf, from and against any and all claims, demands, actions, losses, accounts, debts, damages, costs, interests, suits, grievances, liabilities, demands or causes of actions of any kind whatsoever now existing, whether known or unknown, whether asserted to date or not, on account of, arising out of, resulting from, or in any manner pertaining to the Assistance Agreement or the Guaranty, except that the foregoing release shall not release claims relating to enforcement of this Agreement. **Notwithstanding the foregoing, the releases contained herein are subject to the condition precedent of completion of the obligations set forth in Section 3 of this Agreement.**

Section 6. Voluntary Agreement. This Agreement is freely and voluntarily executed by the parties, without any duress or coercion, and after each party has consulted with its counsel. Each party has carefully and completely read all of the terms and provisions of this Settlement Agreement.

Section 7. Miscellaneous.

Section 7.1 Headings; Agreement Preparation. The headings and captions of this Agreement are for convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement of any provision thereof and shall in no way be deemed to explain, modify, amplify or aid in the interpretation or construction of the provisions of this Agreement. Each party to this Agreement and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Agreement and any and all documents attached or referenced herein as exhibits. This Agreement shall be construed without regard to any presumption or other rule of construction whereby ambiguities within this Agreement or such other document would be construed or interpreted against the party causing the document to be drafted. The parties each further represent and warrant to each other that the terms of this Agreement and the documents referenced as exhibits herein have been completely read by them and

that those terms are fully understood and voluntarily accepted by them. In any interpretation, construction or determination of the meaning of any provision of this Agreement, no presumption whatsoever shall arise from the fact that the Agreement was prepared by or on behalf of any party hereto.

Section 7.2. Choice of Law; Venue. 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 mutually agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri or in federal court of the Eastern District of Missouri and waive any objection based upon venue or *forum non conveniens* or otherwise.

Section 7.3. Entire Agreement; Amendments; No Waiver by Prior Actions. The parties agree that this Agreement shall constitute the entire agreement among the parties and no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the duly authorized agents of each of the parties. The failure of any party to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Agreement to be performed or observed by another party shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

Section 7.4. No Waiver of Sovereign Immunity. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City’s or the District’s sovereign immunity.

Section 7.5. Notices. Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice or other communication shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

If to the City:

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

with a copy to:

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

ATTEST:

Shannon Hance, City Clerk

**DOWNTOWN MOBERLY COMMUNITY
IMPROVEMENT DISTRICT**

By: _____
Brian Crane, Chair

ATTEST:

Secretary

THE HANEYS

ANNA HANEY

CHAD HANEY

ATTEST:

By: _____
Title: _____

SHADES OF TUESDAY, LLC

By: _____
Its owner _____

ATTEST:

Name: _____
Title: _____

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

If to the Haney's: Anna and Chad Haney
710 Flower Street
Moberly, Missouri 65270
Attn: _____

If to Shady: Shades of Tuesday, LLC
710 Flower Street
Moberly, Missouri 65270
Attn: _____, Its _____

or to such other persons as the parties may designate in writing from time to time in accordance with this Section 7.5 and all said notices shall be deemed given upon the deposit in the United States mail or upon hand delivery.

Section 7.6. Severability. The provisions of this Agreement shall be deemed severable. If any word, phrase, term, sentence, paragraph, or other portion of this Agreement shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected by such partial invalidity, and each remaining word, phrase, term, sentence, paragraph covenant, or other portion of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 7.7. Binding Effect. Except as otherwise expressly provided in this Agreement, the covenants, conditions and agreements contained in this this Agreement shall bind and inure to the benefit of parties, and their respective permitted successors and assigns.

Section 7.8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. The parties agree that this Agreement may be executed by any party and transmitted to the other parties by facsimile or email in PDF format.

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

CITY OF MOBERLY

By: _____
Jerry Jeffrey, Mayor

EXHIBIT A
BILL OF SALE

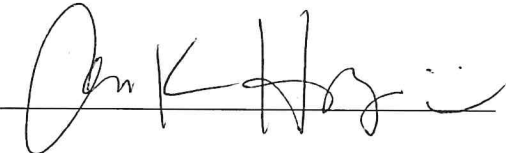
ANNA KATHRYN HANEY and ROBERT CHAD HANEY, husband and wife (together, the “**Haneys**”), in consideration of the covenants and conditions set forth in that certain Settlement Agreement dated as of May 12th, 2022 (the “**Agreement**”) by and among the Haneys, the City of Moberly, Missouri (“**Buyer**”), the Downtown Moberly Community Improvement District, and Shades of Tuesday, LLC and for other good and valuable consideration the receipt and sufficiency are hereby acknowledged, have **BARGAINED** and **SOLD**, and by these presents do now **GRANT** and **CONVEY**, unto Buyer and its successors and assigns, all of their right, title and interest, in and to all equipment and other personal property shown on **Annex A** hereto, (collectively, the “**Equipment**”) located on the Premises *Capitalized terms used and not described in this instrument shall have the meanings ascribed to them in the Agreement.*

TO HAVE AND TO HOLD the same unto Buyer, its successors and assigns, along with the representation and warrant to Buyer that the Haneys as of the date hereof are possessed of all right, title and interest to the Equipment, free and clear of any and all encumbrances, whether or not of record.

The Equipment is being conveyed “AS IS,” “WHERE IS” and “WITH ALL FAULTS” as of the date of this Bill of Sale, without any representation or warranty whatsoever as to its condition, fitness for any particular purpose, merchantability, or any other warranty, express or implied.

IN WITNESS WHEREOF, the Haneys have each caused this Bill of Sale to be executed in their names this 12TH day of MAY 2022.


ANNA KATHRYN HANEY



ROBERT CHAD HANEY



ATTEST:

By: 
Title: _____

Annex A
THE EQUIPMENT (list)

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#8.

Department: Administration

Date: July 5, 2022

Agenda Item: An Ordinance Approving An Equipment Storage And Stand-By Installment Purchase Agreement; And Providing Further Authority.

Summary: Anna and Chad Haney (together, the “**Haneys**”) are the owners and proprietors of a commercial restaurant located at 402 West Reed Street, Moberly, Missouri (the “**Premises**”) generally known as “Shady Tuesdays” or “Shadys” (the “**Business**”) which was permanently closed as of April 15, 2022. Ivan Thomas d/b/a Homewise Properties (“**Homewise**”) is the owner in fee of the Premises and has leased the Premises to the Haneys through June 2022.

Prior to the closure of the Business, the Haneys had entered into a Comprehensive Economic Assistance Agreement with the Downtown Moberly Community Improvement District (the “**District**”) dated as of February 19, 2020 (the “**Assistance Agreement**”) which provided for, among other things, the facilitation in support of the Business of a certain Loan (the “**Loan**”) from the Central Bank of Moberly (the “**Bank**”) to the Haneys which was in turn collateralized by a certificate of deposit in the amount of \$15,000 purchased and held in the name of the District (the “**Collateral**”). The Haneys in the Assistance Agreement, jointly and severally, personally guaranteed “*payment of all amounts the payment when due of all amounts owed under the Loan...*” (the “**Guaranty**”).

As of April 2022 the Haneys were in default on the Loan, the balance of which was accelerated by the Bank which also realized on the Collateral leaving the Haneys in debt to the District under the Guaranty in the amount of approximately \$9,000. In settlement of all potential claims related to the Loan and the Guaranty, the Haneys have agreed to convey to the City on behalf of the District all of the Haneys’ right title and interest to all personal property and equipment connected with the Business and located at the Premises (collectively, the “**Equipment**”) in consideration of the District’s forgiveness of and forbearance to pursue collections and other claims under the Guaranty and the Assistance Agreement

In the interim, Homewise has identified a new restaurant operator (the “**Potential Operator**”) who proposes to open and operate a new restaurant at the Premises and wishes to obtain the use of the Equipment and, to facilitate the opening of the new restaurant, the City will agree to lease and provide a purchase option for the Equipment under terms generally set forth in a certain draft equipment lease-purchase agreement prepared by the City (the “**Draft Agreement**”).

However, the Potential Operator wishes to delay at least until July 2022 the execution of the Draft Agreement and, acknowledging the expiration of the Haneys’ lease, during the pendency of the execution of the Draft Agreement the City wishes to obtain permission to continue to store the Equipment at the Premises and Homewise is willing to grant such permission as provided in a certain Equipment Storage and Standby Installment Purchase Agreement (the “**Storage Agreement**”) which is the subject of the Ordinance. Moreover, in the event that the Potential Operator fails to execute and deliver the Draft Agreement or to otherwise agree to acquire the Equipment under terms satisfactory to the City within 6 months from the effective date of the Storage Agreement, Homewise will acquire the Equipment under the terms of the Draft Agreement.

The proposed Ordinance provides for the approval of the Storage Agreement.

Recommended Action Approve this ordinance.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Staff Report	<input checked="" type="checkbox"/> Proposed Ordinance	M___ S___ Jeffrey	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution			
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	Council Member		
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ Brubaker	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Minutes	<input checked="" 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. _____ORDINANCE NO: _____

AN ORDINANCE APPROVING AN EQUIPMENT STORAGE AND STAND-BY
INSTALLMENT PURCHASE 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, Ivan Thomas d/b/a Homewise Properties (“**Homewise**”) is the owner in fee of certain real property known and numbered as 402 West Reed Street, Moberly, Missouri (the “**Premises**”) and has leased the Premises until June 2022 to Anna and Chad Haney (together, the “**Haneys**”) for the operation of a commercial restaurant generally known as “Shady Tuesdays” or “Shadys” (the “**Business**”) which Business was permanently closed as of April 15, 2022; and

WHEREAS, the City of Moberly (the “**City**”) with the Downtown Moberly Community Improvement District (the “**District**”) has entered into a certain agreement dated May ____, 2022 (the “**Settlement Agreement**”) with the Haneys which provides for conveyance to the City on behalf of the District of all of the Haneys’ right title and interest to and in all personal property and equipment connected with the Business owned by the Haneys and located at the Premises (collectively, the “**Equipment**”) in consideration of the District’s forgiveness of and forbearance to pursue collections and certain other claims of the City and the District against the Haneys in connection with a default by the Haneys under a certain loan and guaranty; and

WHEREAS, Homewise has identified a new restaurant operator (the “**Potential Operator**”) who proposes to open and operate a new restaurant at the Premises and in connection

therewith wishes to obtain the use of the Equipment and, to facilitate the opening of the new restaurant, the City is willing to lease and to provide a purchase option for the Equipment under terms generally set forth in a certain draft equipment lease purchase agreement prepared by the City (the “**Draft Agreement**”); and

WHEREAS, the Potential Operator wishes to delay at least until July 2022 the execution of the Draft Agreement and, acknowledging the expiration of the Haneys’ lease, during the pendency of the execution of the Draft Agreement the City wishes to obtain permission to continue to store the Equipment at the Premises and Homewise is willing to grant such permission subject to the terms of that certain Equipment Storage and Stand-By Installment Purchase Agreement, a copy of which is attached as Exhibit A to and incorporated by reference in this Ordinance (the “**Agreement**”); and

WHEREAS, in the event that the Potential Operator fails to execute and deliver the Draft Agreement or to otherwise agree to acquire the Equipment under terms satisfactory to the City within Six (6) months from the Effective Date, the City wishes to have Homewise acquire the Equipment under the terms of the Draft Agreement and in such event Homewise is willing to so acquire the Equipment, all as set forth in and subject to the terms of 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 ____ day of _____, 2022.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

EXHIBIT A

**EQUIPMENT STORAGE AND STAND-BY INSTALLMENT PURCHASE
AGREEMENT**

THIS EQUIPMENT STORAGE AND STAND-BY INSTALLMENT PURCHASE AGREEMENT (this “**Agreement**”) is entered into as of this _____ day of _____, 2022 (the “**Effective Date**”), by and between the CITY OF MOBERLY, a city of the fourth class and Missouri political subdivision, having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**City**”) and IVAN THOMAS d/b/a HOMEWISE PROPERTIES, having a principal office at 1515 South Morley Street, Moberly, Missouri 65270 (“**Homewise**”).

RECITALS

A. Homewise is the owner in fee of certain real property known and numbered as 402 West Reed Street, Moberly, Missouri (the “**Premises**”) and has leased the Premises until June 2022 to Anna and Chad Haney (together, the “**Haneys**”) for the operation of a commercial restaurant generally known as “Shady Tuesdays” or “Shadys” (the “**Business**”) which Business was permanently closed as of April 15, 2022.

B. The City with the Downtown Moberly Community Improvement District (the “**District**”) has entered into a certain agreement dated May ____, 2022 (the “**Settlement Agreement**”) with the Haneys which provides for conveyance to the City on behalf of the District of all of the Haneys’ right title and interest to and in all personal property and equipment connected with the Business owned by the Haneys and located at the Premises (collectively, the “**Equipment**”) in consideration of the District’s forgiveness of and forbearance to pursue collections and certain other claims of the City and the District against the Haneys.

C. Homewise has identified a new restaurant operator (the “**Potential Operator**”) who proposes to open and operate a new restaurant at the Premises and in connection therewith wishes to obtain the use of the Equipment and, to facilitate the opening of the new restaurant, the City is willing to lease and to provide a purchase option for the Equipment under terms generally set forth in a certain draft equipment lease purchase agreement prepared by the City (the “**Draft Agreement**”).

D. The Potential Operator wishes to delay at least until July 2022 the execution of the Draft Agreement and, acknowledging the expiration of the Haneys’ lease, during the pendency of the execution of the Draft Agreement the City wishes to obtain permission to continue to store the Equipment at the Premises and Homewise is willing to grant such permission subject to the terms of this Agreement.

E. In the event that the Potential Operator fails to execute and deliver the Draft Agreement or to otherwise agree to acquire the Equipment under terms satisfactory to the City within Six (6) months from the Effective Date, the City wishes to have Homewise acquire the Equipment under the terms of the Draft Agreement set forth herein and in such event Homewise is willing to so acquire the Equipment, all as set forth in and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the mutual promises, covenants, and obligations hereinafter set forth, the sufficiency of which is hereby acknowledged, the City and Homewise hereby agree as follows:

AGREEMENT

Section 1. Storage of Equipment; Responsibilities Limited. In consideration of One Dollar (\$1.00) paid in hand, the receipt of which is hereby acknowledged, Homewise hereby grants to the City and its agents and assigns permission to store at the City’s sole risk the Equipment at the Premises and to access the Premises at all reasonable times and from time to time for the purpose of inventorying, inspecting, and testing the Equipment; *provided that* Homewise shall have no responsibility for the maintenance, upkeep, or repair of the Equipment nor for providing specific insurance coverages for the Equipment. Other than as expressly provided in this Agreement, Homewise shall obtain no possessory, use or other rights in the Equipment but shall keep the Premises and the Equipment reasonably safe and secure consistent with the customary duties of a landlord.

Section 2. Subject to the failure of the Potential Operator (or of other similar restaurant or commercial operator reasonably acceptable to the City) to execute and deliver the Draft Agreement or to otherwise agree to acquire the Equipment under terms satisfactory to the City within the time which is Six (6) months from the Effective Date, Homewise shall acquire by installment/purchase from the City the City’s right title and interest to the Equipment under the following terms:

Section 2.1. Rent. Homewise agrees to pay the City rentals for the Equipment in the total amount of Nine Thousand Nine Hundred Forty-Five Dollars and Forty-Eight Cents (\$9,945.50) (the “**Total Rent**”) payable in annual installments during the period commencing Six (6) months and One(1) day from the Effective Date and ending Five (5) years thereafter (the “**Installment Term**”) equal to one fifth (1/5) of the Total Rent (\$1,989.10) (each an “**Installment Payment**”) with the first such Installment Payment due Ten (10) days after the commencement of the Installment Term. Subsequent Installment Payments shall be payable in arrears without notice or demand, at the office of the City on the same day of each consecutive year thereafter for the duration of the Installment Term. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, EACH INSTALLMENT PAYMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

Section 2.2. Exclusion of Warranties; Limitations of Liability. HOMEWISE ACKNOWLEDGES THAT ACQUISITION OF THE EQUIPMENT IS MADE ON AS “AS IS/WHERE IS” BASIS AND WITHOUT RECOURSE TO THE CITY. THE CITY HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE EQUIPMENT OR ANY

PORTION THEREOF IN ANY RESPECT WHATSOEVER, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF TITLE, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED BY THE CITY AND IN NO EVENT SHALL THE CITY BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF OR TO HOMEWISE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE EQUIPMENT.

Section 2.3. *Liens and Taxes.* During the Installment Period, Homewise shall keep the Equipment at all times free and clear of all levies, liens and encumbrances and shall pay, when due, all charges and taxes (federal, state and local) which may now or hereafter be imposed upon the ownership, leasing, rental, possession or use of the Equipment.

Section 3. *Purchase Option and Obligation.* Homewise may, upon Sixty (60) days prior written notice to the City pay to the City the amount of the Total Rent then remaining unpaid whereupon title to the Equipment will become unconditionally vested in Homewise, and the City will transfer any and all of its right, title and interest in the Equipment to Homewise as is, where is, without warranty, express or implied. At the conclusion of the Installment Term and payment of all Total Rent, Homewise shall have the obligation by payment to the City of One Dollar (\$1.00) to purchase the Equipment whereupon title to the Equipment will become unconditionally vested in Homewise, and the City will transfer any and all of its right, title and interest in the Equipment to Homewise as is, where is, without warranty, express or implied.

Section 4. *Assignment.* This Agreement including, without limitation, the purchase option set forth in Section 3 of this Agreement, may be assigned or sublet by Homewise in whole, but not in part, subject to the prior written consent of the City which consent shall not be unreasonably withheld. Otherwise, Homewise shall not transfer, pledge, hypothecate or grant any security interest in this Agreement or the Equipment, or otherwise dispose of the Equipment or any interest in this Agreement or the Equipment.

Section 5. *Miscellaneous.*

5.1. *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 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 Homewise: Homewise Properties
1515 South Morley Street
Moberly, Missouri 65270
Attention: Ivan Thomas

or to such other persons as the parties may designate in writing from time to time in accordance with this Section 5.1 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.

5.2. *Survival; Severability.* Any provisions of this Agreement that by their terms provide for or contemplate obligations or duties of a party that are to extend beyond the expiration or termination of this Agreement (and the corresponding rights of the other party to enforce or receive the benefit of such obligations or duties) shall survive such expiration or termination of this Agreement for any reason. The provisions of this Agreement shall be deemed severable. If any 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 portion of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

5.3. *Headings; No Presumption; Preparation.* The headings and captions of this Agreement are for convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement of any provision thereof and shall in no way be deemed to explain, modify, amplify or aid in the interpretation or construction of the provisions of this Agreement. Each party to this Agreement and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Agreement 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.

5.4. *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 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.

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

5.6. Relationship of the Parties; No Third Party Beneficiaries. Nothing contained in this Agreement, nor any act of Homewise or the City shall be deemed or construed to create a partnership or agency relationship between the parties or their agents or representatives and this Agreement is and shall be limited to the specific purposes set out 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, the other party. The parties do not intend to confer any benefit under this Agreement on any person or entity other than the named parties hereto.

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

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

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

CITY OF MOBERLY
("The City")

By: _____
Jerry Jeffrey, Mayor

ATTEST:

Shannon Hance, MRCC, City Clerk

IVAN THOMAS d/b/a Homewise Properties
("Homewise")

ATTEST: _____

Printed name: _____

City of Moberly

City Council Agenda Summary

Agenda Number: #9.
 Department: Administration
 Date: July 5, 2022

Agenda Item: An Ordinance Approving An Equipment Lease/Purchase Agreement; And Providing Further Authority.

Summary: Pursuant to a certain Settlement Agreement among Anna and Chad Haney (together, the “**Haneys**”); the Downtown Moberly Community Improvement District (the “**District**”); and the City of Moberly (the “**City**”), the City has obtained all right, title and interest of the Haneys in all personal property and equipment (collectively, the “**Equipment**”) connected with a commercial restaurant formerly known as “Shady Tuesdays” (the “**Business**”) which closed on April 15, 2022. The City’s intent is to lease or offer the Equipment so acquired for sale to recoup amounts owed by the Haneys to the District resulting from the Haneys’ default on a business loan issued by the Central Bank of Moberly and collateralized by the District.

Esquivel, a new restaurant operator (the “**Potential Operator**”), proposes to open and operate a new restaurant at the premises formerly occupied by the Business and wishes to obtain the use of the Equipment. To facilitate the opening of the new restaurant, the City will agree to lease and provide a purchase option for the Equipment under terms generally set forth in a certain Equipment Lease/Purchase Agreement prepared by the City and attached to and incorporated by reference in the Approval (the “**Equipment Lease**”).

The Approval provides for the approval of the Equipment Lease.

Recommended Action Approve this ordinance

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Staff Report	<input checked="" type="checkbox"/> Proposed Ordinance	M <input type="checkbox"/> S <input type="checkbox"/> 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 <input type="checkbox"/> S <input type="checkbox"/> Brubaker	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Minutes	<input checked="" type="checkbox"/> Contract	M <input type="checkbox"/> S <input type="checkbox"/> Kimmons	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M <input type="checkbox"/> S <input type="checkbox"/> Kyser	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M <input type="checkbox"/> S <input type="checkbox"/> Lucas	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

BILL NO. _____ORDINANCE NO: _____

AN ORDINANCE APPROVING AN EQUIPMENT LEASE/PURCHASE 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, pursuant to a certain Settlement Agreement dated May ____, 2022 among Anna and Chad Haney (together, the “Haney**s**”); the Downtown Moberly Community Improvement District (the “**District**”); and the City of Moberly (the “**City**”), the City has obtained all right, title and interest of the Haney**s** in all personal property and equipment (collectively, the “**Equipment**”) connected with a commercial restaurant formerly known as “Shady Tuesdays” (the “**Business**”) which closed permanently on April 15, 2022; and

WHEREAS, the City’s intends to lease or offer the Equipment so acquired for sale to recoup amounts owed by the Haney**s** to the District resulting from the Haney**s**’ default on a certain business loan issued by the Central Bank of Moberly and collateralized by the District; and

WHEREAS, J E Esquivel, LLC a Missouri limited liability company established and organized to form and run full service Mexican restaurants (the “**Operator**”), proposes to open and operate a new full service restaurant at the premises formerly occupied by the Business and wishes to obtain the use of the Equipment and the City is willing to will lease and provide a purchase option for the Equipment under terms generally set forth in a certain Equipment Lease/Purchase Agreement in substantially the form attached as Exhibit A to and incorporated by reference in this Ordinance (the “**Equipment Lease**”).

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

SECTION 1. The Equipment Lease is hereby approved in substantially the form of Exhibit A and the Mayor of the City is hereby authorized and directed to execute and deliver the Equipment Lease 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 Equipment Lease.

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 5th day of July, 2022.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

EXHIBIT A
EQUIPMENT LEASE/PURCHASE AGREEMENT

This EQUIPMENT LEASE/PURCHASE AGREEMENT (this “**Lease**”) is made and entered into as of this _____ day of July, 2022 (the “**Effective Date**”), by and between 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 as Lessor (“**Lessor**”) and J E ESQUIVEL, LLC, a Missouri limited liability company having a principal office at 702 Promenade, Moberly, Missouri 65270 as “Lessee” (“**Lessee**”).

RECITALS

A. Under the terms of a certain settlement agreement Lessor has obtained from the former owners full unencumbered title to the equipment listed on Exhibit A, attached to and incorporated by reference in this Lease (collectively, the “**Equipment**”), which was used in connection with a restaurant formerly known as “Shady Tuesdays” or “Shadys located at 402 West Reed Street, Moberly, Missouri (the “**Premises**”).

B. Lessee proposes to open and operate a new restaurant at the Premises and in connection therewith wishes to obtain the use of the Equipment and Lessee is willing to lease and to provide a purchase option for the Equipment all in accordance with and subject to the terms of this Lease.

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the mutual promises, covenants, and obligations hereinafter set forth, the sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

AGREEMENT

Section 1. Lease of Equipment; Location. Subject to the terms and conditions of this Lease, Lessor hereby rents, leases, and lets to Lessee and Lessee hereby rents. Leases and hires from Lessor the Equipment together with all replacement parts, repairs, additions and accessories incorporated therein or affixed thereto (collectively the “**Leased Equipment**”). The Leased Equipment shall be available to Lessee at the Premises and Lessee shall pay as additional rent all installation, service connections, and other costs necessary for the full functioning and operation of the Leased Equipment at the Premises.

Section 2. Term. This Lease will become effective upon the execution hereof by Lessee and Lessor and shall extend for a period of Five (5) years from the Effective Date (the “**Lease Term**”) unless earlier terminated as expressly provided for in this Lease.

Section 3. Rent. Lessee agrees to pay Lessor rentals for the Equipment in the total amount of Nine Thousand Nine Hundred Forty-Five Dollars and Forty-Eight Cents (\$9,945.50) (the “**Total Rent**”) payable in annual installments during the Lease Term equal to one fifth (1/5) of the Total Rent (\$1,989.10) (each an “**Installment Payment**”) with the first such Installment Payment due Ten (10) days after the Effective Date. Subsequent Installment Payments shall be payable in

arrears without notice or demand, at the office of Lessor (or such other place as Lessor may designate in writing, from time to time) on the same day of each consecutive year thereafter for the duration of the Lease Term. If Lessee fails to pay any annual Installment Payment or any other sums due under this Lease within Ten (10) days when the same becomes due, Lessee shall pay to Lessor (in addition to and not in lieu of other rights of Lessor) a late charge equal to the greater of five (5%) percent of such delinquent amount or Twenty-Five Dollars (\$25.00), but in any event not more than the maximum permitted by law. Such late charge shall be payable by Lessee upon demand by Lessor and shall be deemed additional rent under this Lease. EXCEPT AS SPECIFICALLY PROVIDED IN THIS LEASE, EACH INSTALLMENT PAYMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

Section 4. Exclusion of Warranties; Limitations of Liability; Waiver of Claims.

LESSEE ACKNOWLEDGES THAT LESSEE HAS HAD ADEQUATE OPPORTUNITY TO INSPECT, REVIEW AND CONSIDER ALL MATTERS AFFECTING THE CONDITION AND USE OF THE LEASED EQUIPMENT AND THAT THE LEASE OF THE LEASED EQUIPMENT IS MADE ON AS “AS IS/WHERE IS” BASIS AND WITHOUT RECOURSE TO LESSOR. LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE LEASED EQUIPMENT OR ANY PORTION THEREOF IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO INCLUDING ANY WARRANTIES OF TITLE, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED BY LESSOR AND IN NO EVENT SHALL LESSOR BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE LEASED EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE LEASE, USE, PERFORMANCE OR MAINTENANCE OF THE LEASED EQUIPMENT, INCLUDING INTERRUPTION OF SERVICE.

Lessee hereby waives any claim (including any claim based on strict or absolute liability in tort) Lessee might have against Lessor for any loss, damage or expense caused by or with respect to the Leased Equipment. Lessor hereby assigns to Lessee during the Lease Term, to the extent permitted by law, all manufacturer's warranties, if any, that Lessor may have with respect to the Leased Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense.

Section 5. Covenant of Quiet Enjoyment. Lessor hereby covenants that so long as no Event of Default (as that term is used and defined in Section 13 of this Lease) has occurred Lessor will not disturb Lessee’s quiet and peaceful use of the Leased Equipment for the uses the Leased Equipment was designed.

Section 6. Use of Equipment; Maintenance and Repairs. Lessee shall use the Leased Equipment in a good and careful manner and will comply with all laws, ordinances, insurance policies and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of, Lessee’s possession, use or maintenance of the Leased Equipment. Lessee, at its sole costs and expense, shall keep the Leased Equipment in good repair, condition and appearance, normal wear and tear excepted. Lessee shall maintain the Leased Equipment according to the manufacturer's recommended guidelines or the equivalent and at Lessee’s sole expense will furnish all needed servicing and parts, which parts will become part of the Leased Equipment.

Section 7. Alterations. Lessee shall not make any alterations, additions or improvements to the Leased Equipment without Lessor's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. Any permitted alteration shall become part of the Leased Equipment.

Section 8. Location; Inspection: Lessee shall not remove or permit the removal of the Leased Equipment from the Premises without Lessor's prior written consent, which consent will not be unreasonably withheld., delayed or conditioned. Lessor shall be entitled to enter upon the Premises during reasonable business hours to inspect the Leased Equipment or observe its use and operations.

Section 9. Liens and Taxes. Lessee shall keep the Leased Equipment at all times free and clear of all levies, liens and encumbrances except those created by this Lease. Lessee shall pay, when due, all charges and taxes (federal, state and local) which may now or hereafter be imposed upon the ownership, leasing, rental, possession or use of the Equipment. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but will not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Lease, Lessee will, upon demand, reimburse Lessor therefor.

Section 10. Risk of Loss; Damage; Destruction. Lessee hereby assumes all risk of loss of or damage to the Leased Equipment from any cause whatsoever, and no such loss of or damage to the Leased Equipment shall relieve Lessee of the obligation to make Installment Payments or rents or to perform any other obligation under this Lease. In the event of damage to any item of Leased Equipment, Lessee shall immediately place the same in good repair (the proceeds of any insurance recovery obtained by Lessee shall be applied to the cost of such repair). If Lessor determines that any item of Leased Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor, shall: (a) replace the same with like equipment in good repair; or (b) on the next Installment Payment date pay to Lessor all amounts owed by Lessee under this Lease, including the remaining Total Rent then remaining unpaid. In the event that Lessee is obligated to make such payment with respect to less than all of the Leased Equipment, Lessor shall provide Lessee with the pro rata amount of the Installment Payments and the balance of the Total Rent then remaining unpaid, as applicable, to be made by Lessee with respect to the Leased Equipment which has suffered the event of loss.

Section 11. Insurance. Lessee shall, at Lessee’s expense, maintain at all times during the Lease Term fire and extended coverage, public liability and property damage insurance with respect to

the Leased Equipment in such amounts as is customary in comparable undertakings. Each such insurance policy shall name Lessee as an additional insured and loss payee, and to the extent commercially available shall contain a clause requiring the insurer to give Lessor at least Thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor, as their interest may appear. Notwithstanding the foregoing, with Lessor's prior written consent, Lessee may self-insure against any and all risks for which insurance is required.

Section 12. Indemnification. Lessee hereby agrees to indemnify, defend, and hold Lessor harmless against, and from, any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorneys' fees and court costs) arising in connection with the Leased Equipment, including, but not limited to possession, use, operation of the Leased Equipment.

Section 13. Events of Default; Remedies. The Term "Event of Default" as used in this Lease, means the occurrence of any one or more of the following events: (a) Lessee fails to make any Installment Payment (or any other payment) as it becomes due in accordance with the terms of this Lease, and any such failure continues for Ten (10) days after the date thereof; (b) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by Lessee under this Lease and such failure is not cured within Ten (10) days after written notice thereof by Lessor; (c) Lessee becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or substantial part of its assets, a petition for relief is filed by Lessee under federal bankruptcy, insolvency or similar laws, or a petition in a proceeding under any bankruptcy, insolvency or similar laws, is filed against Lessee and is not dismissed within Thirty (30) days thereafter; or (d) Lessee suffers an adverse material change in its financial condition or operations from the date hereof and, as a result, Lessor deems itself insecure. Upon the occurrence of an Event of Default, Lessor may, at Lessor's option, exercise any one or more of the following remedies: (a) by written notice to Lessee, declare an amount equal to all amounts then due under this Lease and all remaining Installment Payments to be immediately due and payable, whereupon the same will become immediately due and payable; or (b) exercise any other right, remedy or privilege which may be available to Lessor under applicable law, including the right to (i) proceed by appropriate court action to enforce the terms of this Lease, (ii) recover damages for the breach of this Lease, and (iii) rescind this Lease as to any or all of the Leased Equipment. In addition, Lessee shall remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

Section 14. Purchase Options. Lessee may, upon Sixty (60) days prior written notice to Lessor, and provided Lessee has fully paid and performed all other obligations under this Lease and provided no Event of Default has occurred and is continuing, pay to Lessor the amount of the Total Rent then remaining unpaid whereupon title to the Leased Equipment will become unconditionally vested in Lessee, and Lessor will transfer any and all of its right, title and interest in the Leased Equipment to Lessee as is, where is, without warranty, express or implied, except that Lessor will warrant to Lessee that the Leased Equipment is free and clear of any liens created

by Lessor. At the conclusion of the Lease Term and provided no Event of Default has occurred and is continuing, Lessee shall have the right by payment to Lessor of Ten Dollars (\$10.00) to purchase the Leased Equipment whereupon title to the Leased Equipment will become unconditionally vested in Lessee, and Lessor will transfer any and all of its right, title and interest in the Leased Equipment to Lessee as is, where is, without warranty, express or implied.

Section 15. Assignment. Lessee shall not (a) assign, transfer, pledge, hypothecate or grant any security interest in, or otherwise dispose of, this Lease or the Leased Equipment or any interest in this Lease or the Leased Equipment or (b) sublet or lend the Leased Equipment or permit the Leased Equipment to be used by anyone other than Lessee or Lessee's employees unless Lessee obtains the prior written consent of Lessor. Lessor, without the consent of Lessee, may assign all or any portion or portions of Lessor’s right, title and interest in and to this Lease, and the Leased Equipment.

Section 16. Miscellaneous.

16.1. Notices. Whenever notice or other communication is called for in this Lease 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 Lessor:

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 Lessee:

JE Esquivel, LLC
702 Promenade
Moberly, Missouri 65270
Attention: Jesus Esquivel

or to such other persons as the parties may designate in writing from time to time in accordance with this Section 16.1 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.

16.2. Survival; Severability. Any provisions of this Lease 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 Lease (and the corresponding rights of the other party to enforce or receive the benefit of such obligations or duties) shall survive such expiration or

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

16.3. *Headings; No Presumption; Lease Preparation.* The headings and captions of this Lease are for convenience and reference only, and in no way define, limit, or describe the scope or intent of this Lease 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 Lease. Each party to this Lease and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Lease and all documents attached as exhibits. This Lease shall be construed without regard to any presumption or other rule of construction whereby ambiguities within this Lease 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 Lease 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 Lease, no presumption whatsoever shall arise from the fact that the Lease was prepared by or on behalf of any party hereto.

16.4. *Choice of Law; Venue; Waiver of Objections.* This Lease 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 hereto each agree that any action at law, suit in equity, or other judicial proceeding arising out of this Lease 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.

16.5. *Entire Agreement; Amendments; No Waiver by Prior Actions.* The parties hereto agree that this Lease shall constitute the entire agreement between the parties and no other agreements or representations other than those contained in this Lease have been made by the parties. This Lease 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 Lease 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.

16.6. *Relationship of the Parties; No Third Party Beneficiaries.* Nothing contained in this Lease, nor any act of Lessee or Lessor shall be deemed or construed to create a partnership or agency relationship between the parties or their agents or representatives and this Lease is and shall be limited to the specific purposes set out herein. Other than as expressly provided in this Lease, no party shall be the agent of, or have any rights to create any obligations or liabilities binding on, the other party. The parties do not intend to confer

any benefit under this Lease on any person or entity other than the named parties hereto.

16.7. Binding Effect. Except as otherwise expressly provided in this Lease, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Lessor and Lessee and their respective successors and permitted assigns.

16.8. Execution; Counterparts. Each person executing this Lease in a representative capacity warrants and represents that he or she has authority to do so, and upon request by the other party, proof of such authority will be furnished to the requesting party. This Lease may be executed at different times and in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and the same instrument, binding on the parties hereto, notwithstanding that both parties may not have executed the same counterpart. In proving this Lease, 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 Lease as of the day and year first written above.

CITY OF MOBERLY
("Lessor")

By: _____
Jerry Jeffrey, Mayor

ATTEST:

Shannon Hance, MRCC, City Clerk

J E ESCQUIVEL, LLC
("Lessee")

By: _____
Printed name: Jesus E. Esquivel

ATTEST:

Printed name: _____

EXHIBIT A (to Equipment Lease/Purchase Agreement)

LEASED EQUIPMENT

EQUIPMENT LEASE/PURCHASE AGREEMENT

This EQUIPMENT LEASE/PURCHASE AGREEMENT (this “**Lease**”) is made and entered into as of this _____ day of _____, 2022 (the “**Effective Date**”), by and between 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 as Lessor (“**Lessor**”) and JE ESQUIVEL a LIMITED LIABILITY CORPORATION having a principal office at 702 Promenade, Moberly, Missouri 65270 as “Lessee” (“**Lessee**”).

RECITALS

A. Under the terms of a certain settlement agreement Lessor has obtained from the former owners full unencumbered title to the equipment listed on Exhibit A, attached to and incorporated by reference in this Lease (collectively, the “**Equipment**”), which was used in connection with a restaurant formerly known as “Shady Tuesdays” or “Shadys located at 402 West Reed Street, Moberly, Missouri (the “**Premises**”).

B. Lessee proposes to open and operate a new restaurant at the Premises and in connection therewith wishes to obtain the use of the Equipment and Lessee is willing to lease and to provide a purchase option for the Equipment all in accordance with and subject to the terms of this Lease.

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the mutual promises, covenants, and obligations hereinafter set forth, the sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

AGREEMENT

Section 1. Lease of Equipment; Location. Subject to the terms and conditions of this Lease, Lessor hereby rents, leases, and lets to Lessee and Lessee hereby rents. Leases and hires from Lessor the Equipment together with all replacement parts, repairs, additions and accessories incorporated therein or affixed thereto (collectively the “**Leased Equipment**”). The Leased Equipment shall be available to Lessee at the Premises and Lessee shall pay as additional rent all installation, service connections, and other costs necessary for the full functioning and operation of the Leased Equipment at the Premises.

Section 2. Term. This Lease will become effective upon the execution hereof by Lessee and Lessor and shall extend for a period of Five (5) years from the Effective Date (the “**Lease Term**”) unless earlier terminated as expressly provided for in this Lease.

Section 3. Rent. Lessee agrees to pay Lessor rentals for the Equipment in the total amount of Nine Thousand Nine Hundred Forty-Five Dollars and Forty-Eight Cents (\$9,945.50) (the “**Total Rent**”) payable in annual installments during the Lease Term equal to one fifth (1/5) of the Total Rent (\$1,989.10) (each an “**Installment Payment**”) with the first such Installment Payment due Ten (10) days after the Effective Date. Subsequent Installment Payments shall be payable in arrears without notice or demand, at the office of Lessor (or such other place as Lessor may designate in writing, from time to time) on the same day of each consecutive year thereafter for

the duration of the Lease Term. If Lessee fails to pay any annual Installment Payment or any other sums due under this Lease within Ten (10) days when the same becomes due, Lessee shall pay to Lessor (in addition to and not in lieu of other rights of Lessor) a late charge equal to the greater of five (5%) percent of such delinquent amount or Twenty-Five Dollars (\$25.00), but in any event not more than the maximum permitted by law. Such late charge shall be payable by Lessee upon demand by Lessor and shall be deemed additional rent under this Lease. EXCEPT AS SPECIFICALLY PROVIDED IN THIS LEASE, EACH INSTALLMENT PAYMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

Section 4. Exclusion of Warranties; Limitations of Liability; Waiver of Claims.

LESSEE ACKNOWLEDGES THAT LESSEE HAS HAD ADEQUATE OPPORTUNITY TO INSPECT, REVIEW AND CONSIDER ALL MATTERS AFFECTING THE CONDITION AND USE OF THE LEASED EQUIPMENT AND THAT THE LEASE OF THE LEASED EQUIPMENT IS MADE ON AS "AS IS/WHERE IS" BASIS AND WITHOUT RECOURSE TO LESSOR. LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE LEASED EQUIPMENT OR ANY PORTION THEREOF IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO INCLUDING ANY WARRANTIES OF TITLE, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED BY LESSOR AND IN NO EVENT SHALL LESSOR BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE LEASED EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE LEASE, USE, PERFORMANCE OR MAINTENANCE OF THE LEASED EQUIPMENT, INCLUDING INTERRUPTION OF SERVICE.

Lessee hereby waives any claim (including any claim based on strict or absolute liability in tort) Lessee might have against Lessor for any loss, damage or expense caused by or with respect to the Leased Equipment. Lessor hereby assigns to Lessee during the Lease Term, to the extent permitted by law, all manufacturer's warranties, if any, that Lessor may have with respect to the Leased Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense.

Section 5. Covenant of Quiet Enjoyment. Lessor hereby covenants that so long as no Event of Default (as that term is used and defined in Section 13 of this Lease) has occurred Lessor will not disturb Lessee's quiet and peaceful use of the Leased Equipment for the uses the Leased Equipment was designed.

Section 6. Use of Equipment; Maintenance and Repairs. Lessee shall use the Leased Equipment in a good and careful manner and will comply with all laws, ordinances, insurance policies and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of, Lessee's possession, use or maintenance of the Leased Equipment. Lessee, at its sole costs and expense, shall keep the Leased Equipment in good repair, condition and appearance, normal wear and tear excepted. Lessee shall maintain the Leased Equipment according to the manufacturer's recommended guidelines or the equivalent and at Lessee's sole expense will furnish all needed servicing and parts, which parts will become part of the Leased Equipment.

Section 7. Alterations. Lessee shall not make any alterations, additions or improvements to the Leased Equipment without Lessor's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. Any permitted alteration shall become part of the Leased Equipment.

Section 8. Location; Inspection: Lessee shall not remove or permit the removal of the Leased Equipment from the Premises without Lessor's prior written consent, which consent will not be unreasonably withheld, delayed or conditioned. Lessor shall be entitled to enter upon the Premises during reasonable business hours to inspect the Leased Equipment or observe its use and operations.

Section 9. Liens and Taxes. Lessee shall keep the Leased Equipment at all times free and clear of all levies, liens and encumbrances except those created by this Lease. Lessee shall pay, when due, all charges and taxes (federal, state and local) which may now or hereafter be imposed upon the ownership, leasing, rental, possession or use of the Equipment. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but will not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Lease, Lessee will, upon demand, reimburse Lessor therefor.

Section 10. Risk of Loss; Damage; Destruction. Lessee hereby assumes all risk of loss of or damage to the Leased Equipment from any cause whatsoever, and no such loss of or damage to the Leased Equipment shall relieve Lessee of the obligation to make Installment Payments or rents or to perform any other obligation under this Lease. In the event of damage to any item of Leased Equipment, Lessee shall immediately place the same in good repair (the proceeds of any insurance recovery obtained by Lessee shall be applied to the cost of such repair). If Lessor determines that any item of Leased Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor, shall: (a) replace the same with like equipment in good repair; or (b) on the next Installment Payment date pay to Lessor all amounts owed by Lessee under this Lease, including the remaining Total Rent then remaining unpaid. In the event that Lessee is obligated to make such payment with respect to less than all of the Leased Equipment, Lessor shall provide Lessee with the pro rata amount of the Installment Payments and the balance of the Total Rent then remaining unpaid, as applicable, to be made by Lessee with respect to the Leased Equipment which has suffered the event of loss.

Section 11. Insurance. Lessee shall, at Lessee's expense, maintain at all times during the Lease Term fire and extended coverage, public liability and property damage insurance with respect to the Leased Equipment in such amounts as is customary in comparable undertakings. Each such

insurance policy shall name Lessee as an additional insured and loss payee, and to the extent commercially available shall contain a clause requiring the insurer to give Lessor at least Thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor, as their interest may appear. Notwithstanding the foregoing, with Lessor's prior written consent, Lessee may self-insure against any and all risks for which insurance is required.

Section 12. Indemnification. Lessee hereby agrees to indemnify, defend, and hold Lessor harmless against, and from, any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorneys' fees and court costs) arising in connection with the Leased Equipment, including, but not limited to possession, use, operation of the Leased Equipment.

Section 13. Events of Default; Remedies. The Term "Event of Default" as used in this Lease, means the occurrence of any one or more of the following events: (a) Lessee fails to make any Installment Payment (or any other payment) as it becomes due in accordance with the terms of this Lease, and any such failure continues for Ten (10) days after the date thereof; (b) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by Lessee under this Lease and such failure is not cured within Ten (10) days after written notice thereof by Lessor; (c) Lessee becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or substantial part of its assets, a petition for relief is filed by Lessee under federal bankruptcy, insolvency or similar laws, or a petition in a proceeding under any bankruptcy, insolvency or similar laws, is filed against Lessee and is not dismissed within Thirty (30) days thereafter; or (d) Lessee suffers an adverse material change in its financial condition or operations from the date hereof and, as a result, Lessor deems itself insecure. Upon the occurrence of an Event of Default, Lessor may, at Lessor's option, exercise any one or more of the following remedies: (a) by written notice to Lessee, declare an amount equal to all amounts then due under this Lease and all remaining Installment Payments to be immediately due and payable, whereupon the same will become immediately due and payable; or (b) exercise any other right, remedy or privilege which may be available to Lessor under applicable law, including the right to (i) proceed by appropriate court action to enforce the terms of this Lease, (ii) recover damages for the breach of this Lease, and (iii) rescind this Lease as to any or all of the Leased Equipment. In addition, Lessee shall remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

Section 14. Purchase Options. Lessee may, upon Sixty (60) days prior written notice to Lessor, and provided Lessee has fully paid and performed all other obligations under this Lease and provided no Event of Default has occurred and is continuing, pay to Lessor the amount of the Total Rent then remaining unpaid whereupon title to the Leased Equipment will become unconditionally vested in Lessee, and Lessor will transfer any and all of its right, title and interest in the Leased Equipment to Lessee as is, where is, without warranty, express or implied, except that Lessor will warrant to Lessee that the Leased Equipment is free and clear of any liens created by Lessor. At the conclusion of the Lease Term and provided no Event of Default has occurred

and is continuing, Lessee shall have the right by payment to Lessor of Ten Dollars (\$10.00) to purchase the Leased Equipment whereupon title to the Leased Equipment will become unconditionally vested in Lessee, and Lessor will transfer any and all of its right, title and interest in the Leased Equipment to Lessee as is, where is, without warranty, express or implied.

Section 15. Assignment. Lessee shall not (a) assign, transfer, pledge, hypothecate or grant any security interest in, or otherwise dispose of, this Lease or the Leased Equipment or any interest in this Lease or the Leased Equipment or (b) sublet or lend the Leased Equipment or permit the Leased Equipment to be used by anyone other than Lessee or Lessee's employees unless Lessee obtains the prior written consent of Lessor. Lessor, without the consent of Lessee, may assign all or any portion or portions of Lessor's right, title and interest in and to this Lease, and the Leased Equipment.

Section 16. Miscellaneous.

16.1. Notices. Whenever notice or other communication is called for in this Lease 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 Lessor: 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 Lessee: JE Esquivel
702 Promenade
Moberly, Missouri 65270
Attention: Jesus Esquivel

or to such other persons as the parties may designate in writing from time to time in accordance with this Section 16.1 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.

16.2. Survival; Severability. Any provisions of this Lease 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 Lease (and the corresponding rights of the other party to enforce or receive the benefit of such obligations or duties) shall survive such expiration or termination of this Lease for any reason. The provisions of this Lease shall be deemed

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

16.3. *Headings; No Presumption; Lease Preparation.* The headings and captions of this Lease are for convenience and reference only, and in no way define, limit, or describe the scope or intent of this Lease 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 Lease. Each party to this Lease and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Lease and all documents attached as exhibits. This Lease shall be construed without regard to any presumption or other rule of construction whereby ambiguities within this Lease 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 Lease 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 Lease, no presumption whatsoever shall arise from the fact that the Lease was prepared by or on behalf of any party hereto.

16.4. *Choice of Law; Venue; Waiver of Objections.* This Lease 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 hereto each agree that any action at law, suit in equity, or other judicial proceeding arising out of this Lease 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.

16.5. *Entire Agreement; Amendments; No Waiver by Prior Actions.* The parties hereto agree that this Lease shall constitute the entire agreement between the parties and no other agreements or representations other than those contained in this Lease have been made by the parties. This Lease 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 Lease 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.

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

16.7. Binding Effect. Except as otherwise expressly provided in this Lease, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Lessor and Lessee and their respective successors and permitted assigns.

16.8. Execution; Counterparts. Each person executing this Lease in a representative capacity warrants and represents that he or she has authority to do so, and upon request by the other party, proof of such authority will be furnished to the requesting party. This Lease may be executed at different times and in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and the same instrument, binding on the parties hereto, notwithstanding that both parties may not have executed the same counterpart. In proving this Lease, 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 Lease as of the day and year first written above.

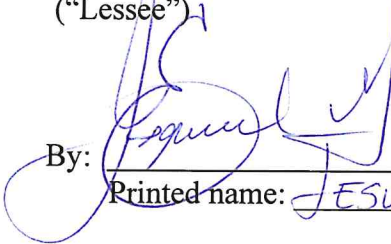
CITY OF MOBERLY
("Lessor")

By: _____
Jerry Jeffrey, Mayor

ATTEST:

Shannon Hance, City Clerk

JE ESQUIVEL
("Lessee")

By:  _____
Printed name: JESUS E ESQUIVEL

ATTEST:

Shirley Olwey
Printed name: Shirley Olwey

EXHIBIT A
LEASED EQUIPMENT

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#10.

Department: Public Works

Date: July 5, 2022

Agenda Item: A Resolution Supporting A Transportation Alternative Program Grant Application.

Summary: The proposed TAP Project along south side of Rollins, to tear out and replace sidewalks and driveway approaches that impact the sidewalk and put them all back ADA compliant along the South side of Rollins or Hwy EE, a State Highway Department maintained roadway, between S Morley Street and Gratz Brown Street. This work is to be coincide with the work that MoDOT will be completing on the North side of Rollins.

Recommended

Action: Approve this resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

___ Memo	___ Council Minutes
___ Staff Report	___ Proposed Ordinance
___ Correspondence	<input checked="" type="checkbox"/> 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: _____

RESOLUTION NO: _____

A RESOLUTION SUPPORTING A TRANSPORTATION ALTERNATIVE PROGRAM GRANT APPLICATION.

WHEREAS, the City of Moberly has the opportunity to apply for Transportation Alternative Program (“TAP”) grant funds from the Missouri Department of Transportation; and

WHEREAS, TAP was authorized under Section 1122 of the Moving Ahead for Progress in the 21st Century Act and is reauthorized under the Bipartisan Infrastructure Law; and

WHEREAS, the City Council wishes to apply for these grant funds to tear out and replace sidewalks and driveway approaches that impact the sidewalk and put them all back ADA compliant along the South side of Rollins or Hwy EE, a State Highway Department maintained roadway, between S Morley Street and Gratz Brown Street.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS, TO-WIT:

SECTION ONE: The City of Moberly agrees to commit to the project’s development, implementation, construction, maintenance, management, and financing should they be approved for grant funding.

SECTION TWO: This Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED by the Moberly City Council this 5th day of July 2022.

 Presiding Officer at Meeting
ATTEST:

 Shannon Hance, MRCC, City Clerk

THE CITY OF MOBERLY MISSOURI

#10.



application for

TRANSPORTATION ENHANCEMENT FUNDS – MoDOT Northeast District

project

ROUTE EE SIDEWALK IMPROVEMENTS



DRAFT

TRANSPORTATION ALTERNATIVES PROGRAM 2022 APPLICATION FORM

#10.

Additional information can be found in the Transportation Alternatives Program Guide:

<https://www.modot.org/local-public-agency>

1. Project Sponsor Name

City of Moberly

1.a. UEI

2. Project Sponsor Type

City

3. Project Sponsor Contact Information

Contact Person:	Tom Sanders		
Title:	Director of Community Development / Public Works		
Mailing Address:	101 West Reed		
City:	Moberly	State:	MO
Zip Code:	65270		
Daytime Telephone:	(660) 269-7644		
Email:	tsanders@cityofmoberly.com		

4. Project Name

Route EE Sidewalk Improvements

5. Eligible Project Category

(2) Construction of infrastructure-related projects and systems that will provide safer routes for non-drivers

6. Project Location

County: Randolph County

MoDOT District: Northeast

Provide Project location map (Label attachment as 'Attachment A - Project Location Map')

Project Route: Route EE From/To: Business 63 to Gratz-Brown Street

Project Length (feet/miles), if applicable: 2,662 feet +/-

7. Will this project impact MoDOT Right of Way? ☒ Yes ☐ No

If Yes, provide letter of consent from the MoDOT Area Engineer per Section A.10. of the 2022 TAP Guide.

Submit the application for review to the area engineer by June 30, 2022.

8. Based on 2020 Census data, is the project located in an area with a population of:

☐ 4,999 or fewer ☒ 5,000 to 49,999 ☐ 50,000 to 200,00

9. Project Sponsor has completed MoDOT online LPA training within the past 2 years?

☒ Yes ☐ No

Name and title of person in Responsible Charge:

Tom Sanders, Director of Community Development / Public Works

10. Does the Project Sponsor have an active or incomplete SRTS, TE or TAP project? (0-5 pts.)

☐ Yes ☒ No

If Yes, provide the Federal Project Number(s):

DRAFT

11. Project Description (0-45 pts.) (Refer to Sec F of the 2022 TAP Guide, Limited to 3500 Characters with spaces)

This project is located along State Route EE (E. Rollins Street) from Business 63 (S. Morley Street) to Gratz-Brown Street. The existing sidewalk was constructed by MoDOT as part of the construction of Route EE in 1969. This project proposes to remove the existing sidewalk and replace it with a new ADA compliant sidewalk. There will be a small section of sidewalk 270 feet long proposed where none currently exists. This section will be bid as an option, and constructed if funds are available.

The replacement and construction of this sidewalk will make a connection downtown Moberly to Gratz-Brown Street, and connects the residents in between. Most importantly, Moberly Elementary, Middle School and High Schools are located along Gratz-Brown. This sidewalk will improve the accessibility of students that want to walk or ride bicycles to school.

All but 9 of the 37 residential houses along the project corridor have their driveway facing the street. The other 9 have access to a back alley. The importance of this sidewalk for the residents is enormous. This stretch of sidewalk is the only way they are able to safely walk to city parks, trail system, downtown businesses, medical services, and houses of worship.

The reconstruction of this project will incorporate ADA improvements for the disabled residents in the area, and provide them connectivity to essential services. This sidewalk also provides connections to the city's pedestrian and trail system. A large number of the connections made to this sidewalk are made possible by projects that were built with prior Transportation Enhancement, Safe Routes to School, and Transportation Alternatives Program grants.

The complete removal and replacement of the sidewalk is necessary due to the end of life of the existing sidewalk. There are numerous sections of sidewalks with cracking, separation, and cross slopes that are impassable with persons using wheelchairs. In order to meet the 2% maximum cross slope, it will be necessary to remove sections of driveway and rebuild the curb and gutter at all of the residents entrances. The city has made efforts to fix the sidewalk as needed, but the overall cost to bring the sidewalk up to ADA standards is insurmountable.

The existing sidewalk is 5' wide, and will remain at that width. It will be constructed of concrete, and tie into new crosswalk signals that are part of a MoDOT project currently being designed. The same MoDOT project includes the replacement of the sidewalk along the north side of the project corridor. These two projects will provide the necessary improvements for this corridor to have safe, passable sidewalks for years to come.

Items 12 - 14 (0-5 pts.)**12. Project Information** (Location map showing project limits required) (No more than 10 pages)

Directional Maps, Site Maps, and Photographs.

(Label Attachment as 'Attachment B - Project Information')

13. Official Project Sponsor Funding Resolution (No more than 10 pages)

(Label attachment as 'Attachment C - Certification of Funding and Support')

A Resolution is REQUIRED for application to be considered for award of funding.

14. MPO / RPC Letter of Support (if applicable) (No more than 10 pages)

(Label attachment as 'Attachment D - MPO/RPC Letter of Support')

15. Evidence of Public Involvement and Support (0-5 pts.)

Attach letters of support and other documentary evidence of public interest.
(Label attachments as 'Attachment E - Evidence of Public Involvement and Support')
(No more than 10 pages)

Provide evidence of public involvement summary, include dates and information about public meetings and events held to discuss the project. *(Limited to 1,640 Characters with spaces)*

The public and governing officials of Moberly were afforded the opportunity to discuss this project during their July 05, 2022 Council Meeting. Those in attendance gave unanimous support for the project. There were no negative comments made by those present, nor received separately.

In addition, Attachment E includes letters of community support for the project.

16. If submitting more than 1 TAP application, please rank the priority of this submittal.

of (Examples: 1 of 1, 2 of 4, 1 of 3)

17. Property Ownership and Acquisition Information (No more than 10 pages)

All proposals must provide documentation of the Sponsor's property rights by title of ownership, lease, or easement for all property within the project limits.
(Label attachments as 'Attachment F - Property Ownership and Acquisition Information')

Is the property needed for the project already acquired? ☐ Yes ☒ No

If No - How will it be acquired? If Yes - When was the property acquired and how?

The property needed for the sidewalk and signals is within ROW. If after survey work is completed and it is determined that temporary construction easements are needed, the city will initially try to acquire them through voluntary means, but is committed to condemnation if required. On all past projects, sidewalk easements were voluntarily given to the city.

Was the property acquired in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act? ☐ Yes ☐ No

18. Will this project reconstruct existing infrastructure and/or address existing barriers to access? Describe below. (0-10 pts.) ☒ Yes ☐ No

If your entity has adopted an ADA Transition Plan, include as 'Attachment G - Transition Plan'.

This project directly addresses eliminating the barriers of access for the residents to access the public and private business services nearby. The project will be improving existing sidewalks that are currently ADA non-compliant.

19. Railroad Right of Entry Letter/Agreement (if applicable)

Projects proposing to encroach or cross railroad right of way, must include documentary evidence N/A from the railroad granting a right of entry or an executed encroachment agreement.
(Label attachment as 'Attachment H - Railroad Right of Entry Letter/Agreement')

20. Project is implementing a recommendation from an adopted plan? (0-5 pts.)☒ Yes☐ No

If the proposed project will construct facilities for bicycles and/or pedestrians, include documentary evidence from the City or County stating that the project has been included in the entity's bicycle/pedestrian plan, or the bicycle/pedestrian component of an adopted local or regional plan.

(Label attachment as 'Attachment I – Local/Regional Plan')

21. Project Implementation Schedule*

Estimate the amount of time it will take to complete the project from start to finish. Approximate the time required for each activity. The activities can run concurrently causing the total time to be different from the total of the activities. Consider time for, but not limited to:

Months

Planning Activities
(Executing contract, hiring consultant, planning, schematic and design, utility relocation, etc.)

Environmental Clearance
(Assessments, possible mitigation for Hazardous Materials, permits, review by other agencies)

ROW Acquisition
(Surveying, appraisals, title transfer, clearance, etc.)

Project Design and Plan Preparation of PS&E Package
(Including PS&E Review by MoDOT District and other agencies.)

Project Construction/Implementation
(Advertising/hiring contractor, demolition, construction, inspection, etc.)

Other

Projected Time in Months (<= 23 months)

**Per Reasonable Progress Policy, construction contract must be awarded within 23 months of funding allocation*

22. Maintenance and Operations (0-5 pts.)

Identify all parties responsible for short and long term maintenance and operation.

The City of Moberly's Department of Public Works is responsible for all short and long term maintenance and operations.

Will sponsor be able to maintain improvements for a minimum of 25 years? ☒ Yes ☐ No

Estimate all maintenance and operations costs for the project below. (yearly basis)

Maintenance Task	Task Cost	Freq.	Annual Cost
Weed Control	\$ 100	1	\$ 100.00
Misc. Repairs	\$ 250	1	\$ 250.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
TOTAL			\$ 350.00

24. Itemized Budget (0-15 pts.)

(Label Attachment as 'Attachment J - Itemized Budget')

Example of Itemized Construction Cost Estimate:

Base Bid					
Item No.	Description	Unit	Quantity	Unit Price	Amount
202-20.10	REMOVAL OF IMPROVEMENTS	LS	1	\$ 25,000.00	\$ 25,000.00
207-10.00	LINEAR GRADING - CLASS 2	STA	25.0	\$ 780.00	\$ 19,500.00
304-05.04	TYPE 5 AGGREGATE FOR BASE (4 IN. THICK)	SY	4,537	\$ 8.00	\$ 36,296.00
608-10.12	TRUNCATED DOMES	SF	471.0	\$ 30.00	\$ 14,130.00
608-60.04	CONCRETE SIDEWALK, 4 IN	SY	2,227	\$ 50.00	\$ 111,350.00
608-99.06A	CONCRETE DRIVEWAY ENTRANCE, 8 IN	SY	1,491	\$ 70.00	\$ 104,370.00
608-99.06B	REINFORCED CONCRETE CURE U-CHANNEL	SY	84	\$ 140.00	\$ 11,760.00
609-10.32	CURB AND GUTTER TYPE 6	LF	1,889	\$ 23.00	\$ 43,447.00
614-99.02A	DROP INLET	EA	1	\$ 3,500.00	\$ 3,500.00
614-99.02B	COMBINATION GRATE INLET	EA	2	\$ 5,000.00	\$ 10,000.00
614-99.02C	ADJUST EXISTING STORM GRATE	EA	6	\$ 500.00	\$ 3,000.00
616-10.05	CONSTRUCTION SIGNS	SF	114	\$ 15.00	\$ 1,710.00
616-10.25	CHANNELIZER (TRIM-LINE)	EA	40	\$ 25.00	\$ 1,000.00
616-10.30	TYPE III MOVEABLE BARRICADE	EA	8	\$ 175.00	\$ 1,400.00
618-10.00	MOBILIZATION	LS	1	\$ 23,841.96	\$ 23,841.96
620-00.15	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 24 IN WHITE	LF	160	\$ 25.00	\$ 4,000.00
620-00.36	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 30 IN WHITE MIDBLOCK	EA	20	\$ 240.00	\$ 4,800.00
620-00.42	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 12 IN WHITE, YIELD LINE TRIANGLES	EA	25	\$ 65.00	\$ 1,625.00
805-99.19	SEEDING & MULCH	AC	0.20	\$ 12,500.00	\$ 2,500.00
806-10.07A	CURB INLET CHECK	EA	10	\$ 110.00	\$ 1,100.00
903-50.04A	SH-FLAT SHEET (PERMANENT SIGNING)	SF	36	\$ 40.00	\$ 1,440.00
				Base Bid	\$ 425,769.96
				Total Estimate	\$ 425,769.96

25. Project Budget Summary (0, 3 or 5 pts.)

List all project costs to be incurred by the applying entity on page 5 for a complete itemized cost estimate.

Preliminary Engineering/Design (if requesting reimbursement)	1 .	\$ 62,300.00
Right of Way costs (if requesting reimbursement)	2 .	\$ 0.00
Itemized Construction Cost Estimate: (from Attachment K)	3 .	\$ 311,445.00
Construction Engineering/Inspection (if requesting reimbursement)	4 .	\$ 37,400.00
<hr/>		
Subtotal of Costs (Line 1 - Line 4):	5 .	\$ 411,145.00
<hr/>		
Other eligible costs (provide attachment with detailed explanation)	6 .	
<hr/>		
Total Project Cost:	7 .	\$ 411,145.00
<hr/>		
Local Match:		
<input type="text" value="20%"/> of Total Project Cost (Line 7)	8 .	\$ 82,229.00
<hr/>		
Federal Funds Requested: <input type="text" value="80%"/> of Line 7	9 .	\$ 328,916.00

The minimum amount of local cash match required is 20%, Sponsors are not limited in their maximum local match. If a larger local match is provided, please adjust the percentages accordingly. 20-24% local match earns 0 pts., 25-35% match earns 3 pts., >35% match earns 5 pts.)

26. Project Commitment

By submitting an application, the applying entity commits that if this project is selected for funding, a construction contract will be awarded within 23 months of project funding allocation.

The construction plans for this project are currently:

- ☐ Complete
- % Complete
- ☒ Not Started

Completed TAP application packets must be submitted by email to the respective District representative and be received by 4:00 p.m. on **July 15, 2022. MoDOT reserves the right to deem a TAP application package ineligible for funding if not received by the prescribed deadline. In the event an LPA is unable to provide an emailed PDF copy of the application; the LPA shall coordinate with the district representative and deliver the completed project application by prescribed deadline.**

FINAL SUBMISSION DUE DATE FOR ALL DOCUMENTATION
July 15, 2022 by 4:00pm CDT

Insert MoDOT letter

Attachment A

Project Location Map

"The Magic City"
Moberly!

Drawing Name: W:\[Proj]\190000\19254\19254.030\AutoCad\Xrefs\19254.030 Moberly TAP.dwg Layout Name: Layout (2) Plotted By: DCF01439 Plotted on: 1/15/2021 11:37:10 AM

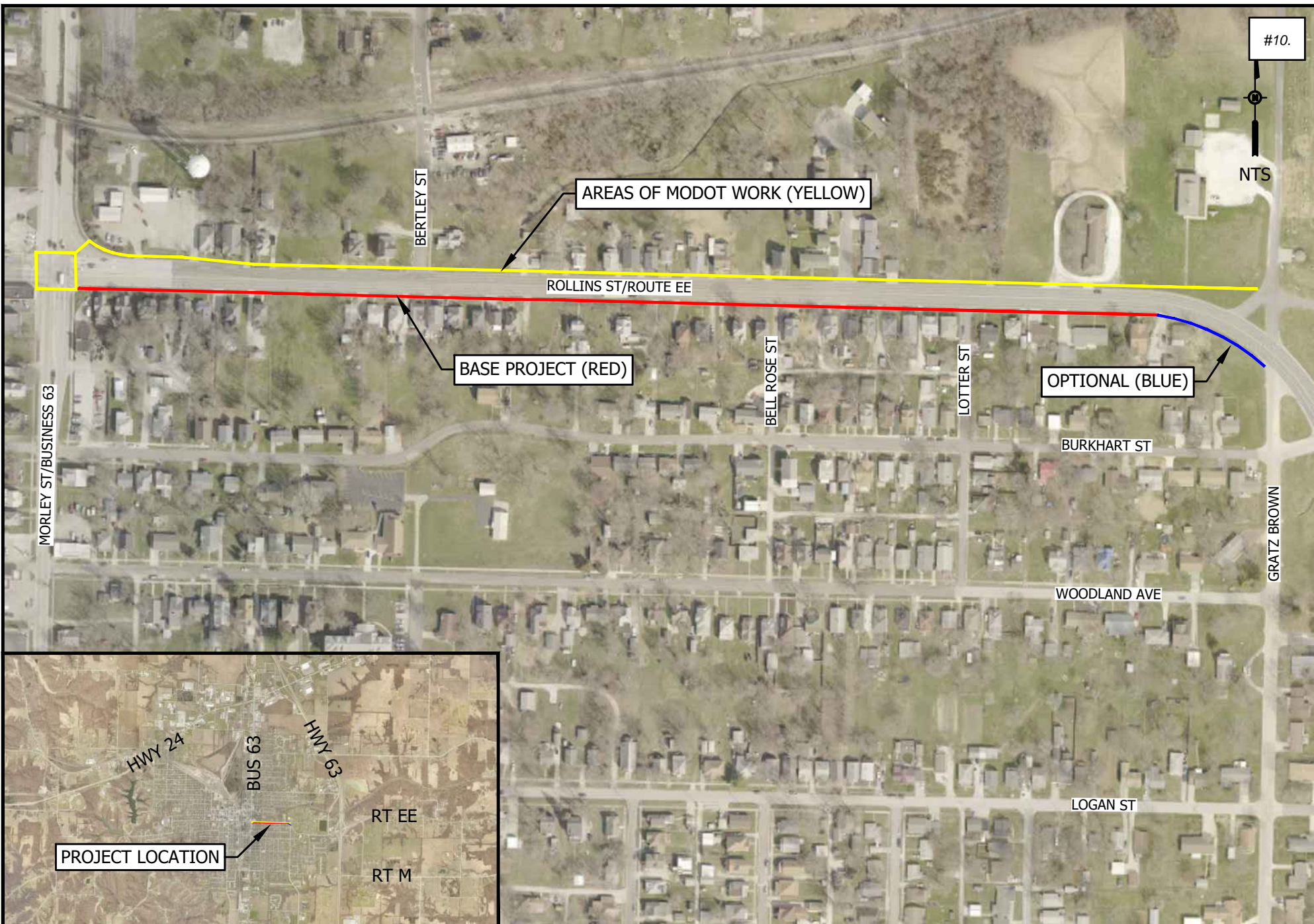


Attachment B

Project Information

"The Magic City"
Moberly!

Drawing Name: W:\[Proj]\190000\19254\19254.030\AutoCad\Xrefs\19254.030 Moberly TAP.dwg Layout Name: Layout (1) Plotted By: DCF01439 Plotted on: 1/15/2021 11:33:02 AM




 www.bartlettwest.com	PROJECT MAP ROLLINS ST SIDEWALK MOBERLY, MO	PROJ NO: 19254.030	SHEET NUMBER 1
		DATE: JANUARY 2021	OF 2

PHOTO 1 – Looking east from Route 63



PHOTO 2: Sidewalk condition along the project corridor.



PHOTO 3: Sidewalk condition along the project corridor.



PHOTO 4: Sidewalk condition along the project corridor.

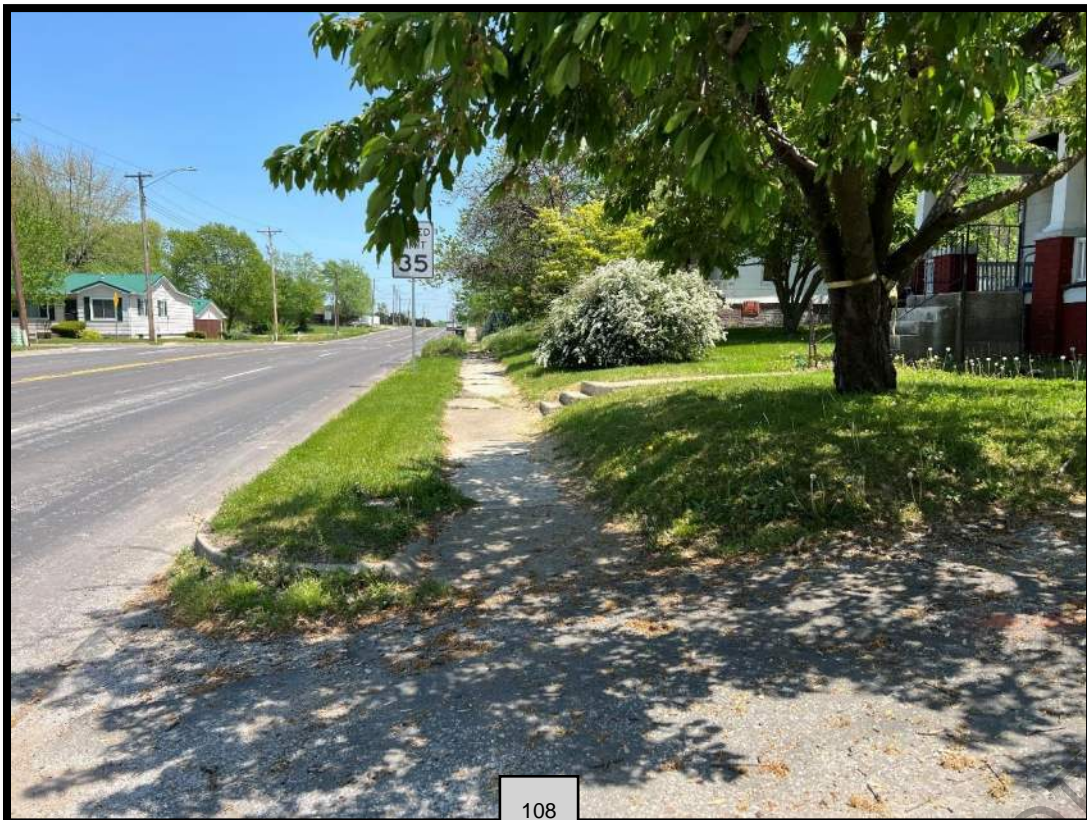


PHOTO 5: Sidewalk condition along the project corridor.



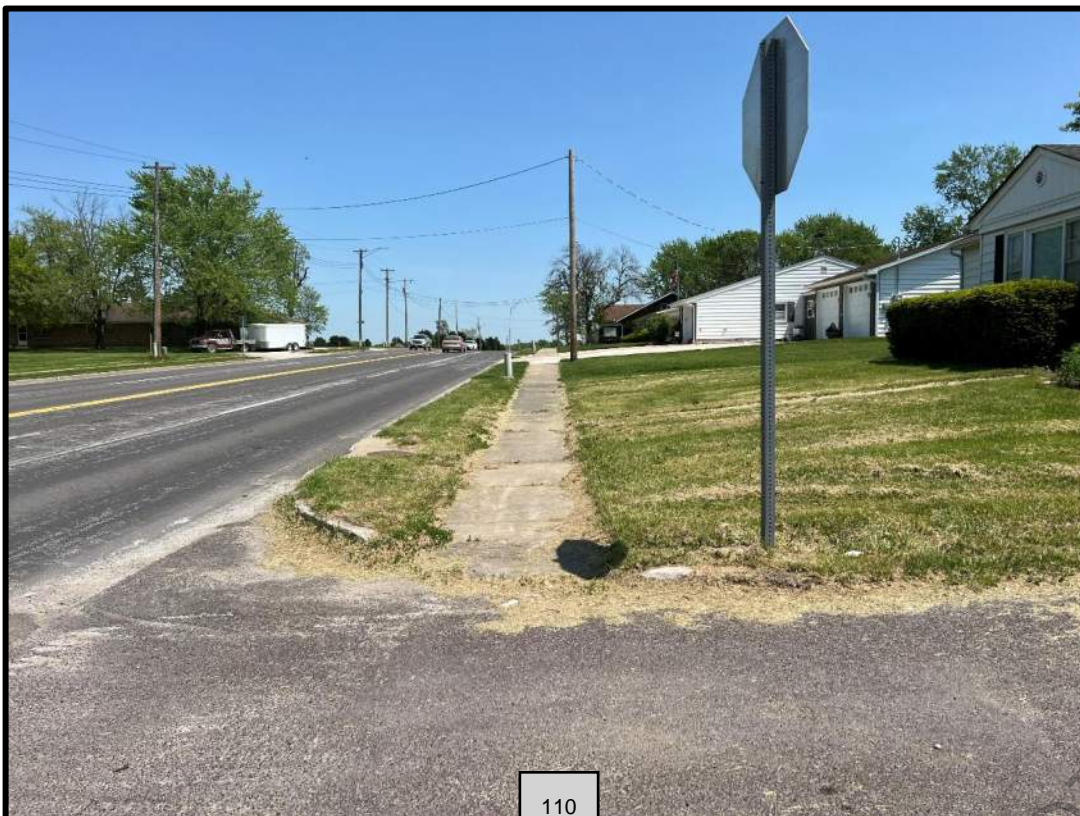
PHOTO 6: Sidewalk condition along the project corridor.



PHOTO 7: Sidewalk condition along the project corridor.



PHOTO 8: Sidewalk condition along the project corridor.



Attachment C

Certification of Funding and Support



Insert Council Resolution

Attachment D

MPO/RPC Letter of Support





mark twain regional
council of governments

Audrain

Macon

Marion

Monroe

Pike

Ralls

Randolph

Shelby

(573) 565-2203

Fax (573) 565-2205

42494 Delaware Lane

Perry, MO 63462

#10.

June 23, 2022

RE: City of Moberly Written Support
2022 TAP Grant Application

To Whom it May Concern:

The City of Moberly is pursuing a Transportation Alternative Program grant to assist the community with the replacement of sidewalks along the South side of Rollins St./State Route EE in Moberly between Bus. 63/South Morley and Gratz-Brown Street. The project proposed is to remove the existing sidewalk and replace it with a new ADA compliant sidewalk. There will be a small section of sidewalk 270 feet long proposed where none currently exists. This will make a connection to Gratz-Brown Street. To the south, Gratz-Brown fronts Moberly Elementary, Middle School and High Schools.

The reconstruction of this project will provide the safe connectivity necessary and incorporate ADA improvements for the disabled residents. Furthermore, this sidewalk provides connections to the city's pedestrian and trail system. A large number of these connectivity points will be made to projects that were built with Transportation Enhancement, Safe Routes to School, and Transportation Alternatives Program grants

The Mark Twain Regional Council of Governments would like to express our full support for the City of Moberly's TAP grant application and wish them the best of luck moving forward with this project.

Sincerely,

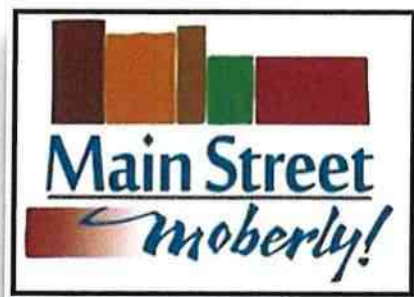
Cindy Hultz
Executive Director
Mark Twain Regional Council of Governments

DRAFT

Attachment E

Evidence of Public Involvement and Support

"The Magic City"
Moberly!



Main Street Moberly
419 W. Reed St.
Moberly, Mo. 65270

June 23, 2022

To Whom It May Concern:

We would like to offer our support for a TAP grant that would allow for sidewalk installation along Rollins St. This project would enhance the connectivity to our vibrant downtown community and undoubtedly create a positive impact on our small business' revenues. This project would also create an increased sense of walkability within our community and improve the overall health of our citizens.

We feel that this would be a positive addition to our community in many ways; therefore, fully support any application to receive grant funding for such a project. Thank you for your consideration.

Sincerely,

Doug Sharp
Main St. Moberly Board President



June 22, 2022

Re: Letter in Support of Transportation Alternatives Program (TAP) Grant Funding for City of Moberly Sidewalks

To Whom it May Concern,

I am writing to express Moberly Area Economic Development Corporation's strong support of the City of Moberly's application for a TAP grant to offset costs associated with construction of sidewalks along Rollins Street from Ault Street to Gratz Brown.

The City of Moberly is proposing and prepared to fund the project at 20 percent of construction costs with the remaining 80 percent being derived from the federal TAP monies which would pass through the Missouri Department of Transportation (MODOT) to Moberly if awarded.

Rollins Street is located along a MODOT corridor where the City of Moberly has contracted with Bartlett & West to complete the design for construction to the North sidewalks. The City of Moberly is seeking the grant funding to offset sidewalk costs on the South side.

Safe sidewalks and visually appealing streetscape are important to all economic development strategies. This grant would provide the City of Moberly the critical funds needed to make the construction of these sidewalks safe, attractive, and user-friendly for the community residents.

It is for these reasons that I am pleased to support the City of Moberly's efforts and application to receive funding from the TAP grant for this sidewalk project.

Your positive consideration of the City of Moberly's TAP grant request is encouraged and appreciated.

Sincerely,

Michael Bugalski
President

DRAFT

**Moberly Area Chamber of Commerce**

211 West Reed Street | Moberly, MO 65270

phone 660.263.6070 | fax 660.263.9443

www.MoberlyChamber.com

June 22, 2022

To whom it may concern:

The Moberly Area Chamber of Commerce offers its support of a TAP Grant that would allow for sidewalk installation along Rollins Street. This project would enhance the connectivity to our vibrant downtown community and undoubtedly create a positive impact on our small businesses revenues. This project would also create an increased sense of walkability within our community and improve the overall health of our citizens.

The Chamber acknowledges this project as a positive addition to the community in many ways, therefore we fully support any application to receive grant funding for such a project.

Thank you for your consideration.

A handwritten signature in black ink, which appears to read "Megan Schmitt". The signature is fluid and cursive.

Megan Schmitt, Executive Director

Attachment F

Property Ownership and Acquisition Information



PROPERTY OWNERSHIP AND ACQUISITION INFORMATION

ATTACHMENT F

#10.

NOTICE THAT THE PROPOSED SIDEWALK IS LOCATED WITHIN EXISTING RIGHT-OF-WAY. AT MOST, IT APPEARS THAT ONLY GRADING EASEMENTS WILL BE NECESSARY. FINAL EASEMENT REQUIREMENTS WON'T BE FULLY KNOWN UNTIL THE PROJECT GEOMETRY IS FINALIZED.

Project Location

Match Line



Match Line

Attachment I

Local/Regional Plan

"The Magic City"
Moberly!

Moberly, MO - non-motorized sidewalk / trail plan



Legend
— Road Centerline
▭ Corporate Limit

Red Line-Proposed Trail/Sidewalk
Green Line-Existing Multi-use Trail
Purple Line-Existing Bike Lane
Blue Line-Existing Sidewalk/Bike Path

Project location

Depot Park Trailhead

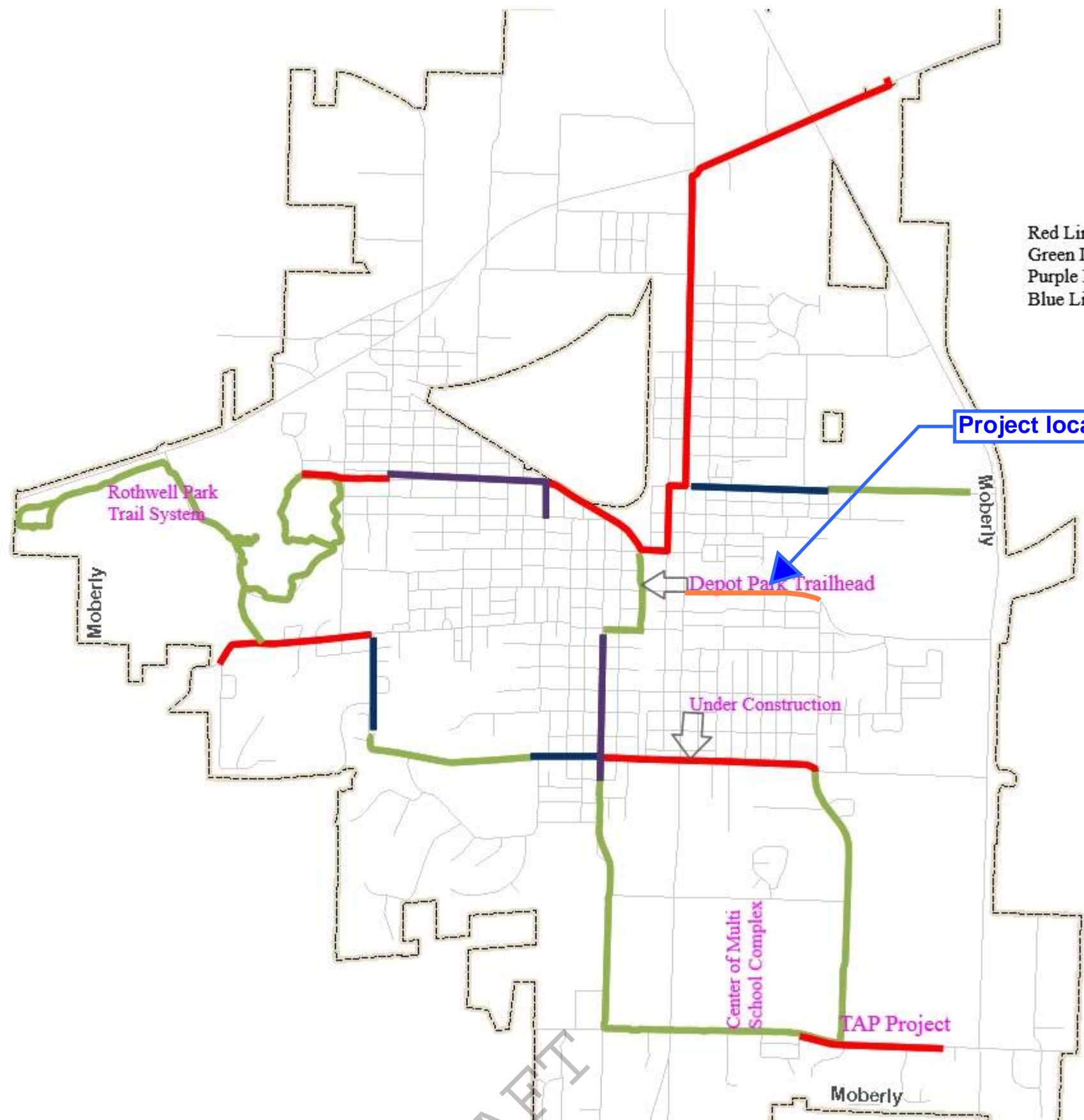
Under Construction

Center of Multi School Complex

TAP Project

1: 28,906

Notes



DRAFT

Attachment J

Itemized Budget





Preliminary Engineer's Opinion of Probable Construction Costs

Project: Rollins Street Sidewalk
Moberly, Missouri

Date: June 22, 2022
Project No.: 19254.030

Item No.	Description	Plan Quantity	Unit	Engineer's Estimate	
				Unit Price	Extension
202-20.10	Removal of Improvements	1	LS	15,000.00	\$ 15,000.00
203-99.01	Earthwork	1	LS	10,000.00	\$ 10,000.00
304-05.04	Type 5 Aggregate for Base (4 in. Thick)	160	SY	20.00	\$ 3,200.00
310-70.03	Gravel (A) or Crushed Stone (B) or Chat (C)	253	SY	30.00	\$ 7,590.00
608-10.10	Concrete Curb Ramp	28	SY	120.00	\$ 3,360.00
608-10.12	Truncated Domes	50	SF	35.00	\$ 1,750.00
608-60.04	Concrete Sidewalk (4" thick x 5' wide)	1,268	SY	70.00	\$ 88,760.00
608-99.01	Optional Pavement @ Stop Controlled Streets	160	SY	100.00	\$ 16,000.00
608-99.06	Residential Concrete Driveway	413	SY	80.00	\$ 33,040.00
609-10.52	Crub and Gutter, Type B	120	LF	50.00	\$ 6,000.00
609-99.01	Type S Curb, Modified	195	LF	95.00	\$ 18,525.00
616-99.01	Traffic Control	1	LS	9,000.00	\$ 9,000.00
618-10.00	Mobilization	1	LS	32,000.00	\$ 32,000.00
620-00.09	Preformed Thermoplastic Pavement Marking, 6 in. White	48	LF	15.00	\$ 720.00
627-40.00	Contractor Furnished Surveying and Staking	1	LS	7,500.00	\$ 7,500.00
805-10.00A	Seeding - Cool Season Mixtures	1	LS	4,000.00	\$ 4,000.00
806-99.01	Erosion Control	1	LS	3,000.00	\$ 3,000.00
	Contingency		20%		\$ 52,000.00
	Project Construction Cost				\$ 311,445.00
	Additional Project Costs				
	PE Phase Engineering Assistance		20%		\$ 62,300.00
	CE Phase Engineering Assistance		12%		\$ 37,400.00
	ROW/Easements (assumed donated)				
	Utility Relocation (assumed none)				
	Total Project Cost				\$ 411,145.00

This project cost opinion was prepared using bid tabulation information available at the time of preparation and is prepared in good faith using engineer's judgment and experience. The engineer makes no guarantee as to the actual costs for construction. At the time of preparation, the third party utility relocation needs were unknown, and therefore, are not included in this estimate.

DRAFT

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#11.

Department: Public Works

Date: July 5, 2022

Agenda Item: A Resolution Authorizing The Submission Of Applications For ARPA Grant Funding For The Wabash Heights Stormwater Improvements.

Summary: The City of Moberly is presented with an opportunity to apply for State of Missouri ARPA Grant Program for water, sewer, and storm water project funding. This is a unique opportunity to possibly be awarded with 100% grant funding if the project application is approved with a not to exceed \$5,000,000. The Community Development Director will prepare and application for stormwater drainage improvement in the Wabash Heights area (Sparks Ave and North Avenue area). This application is due by July 14, 2022.

Attached is a map of the location and Bartlett & West cost estimate.

Recommended

Action: Approve this resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ Jeffrey

Council Member

M___ S___ Brubaker

M___ S___ Kimmons

M___ S___ Kyser

M___ S___ Lucas

Passed

Failed

BILL NO: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SUBMISSION OF APPLICATIONS FOR ARPA GRANT FUNDING FOR THE WABASH HEIGHTS STORMWATER IMPROVEMENTS.

WHEREAS, City staff seeks authority to file an application with the Missouri Department of Natural Resources, Financial Assistance Center's State ARPA Grant Programs for subaward of federal financial assistance provided to the State of Missouri by the U.S. Department of the Treasury ("Treasury") pursuant to Section 602(b) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, (Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223-26; and

WHEREAS, under the terms of section 602 (c) of the Act and Treasury's regulations, the State of Missouri has authorized the making of grants to authorized applicants to aid in the completion specific public projects; and

WHEREAS, City staff seeks grant assistance for the Wabash Heights Stormwater Improvements.

NOW, THEREFORE, the Moberly, Missouri, City Council authorizes the City Manager or his designee to execute and file an application(s) on behalf of the City of Moberly with the State of Missouri for grant funding to aid in the completion of the described stormwater project and further to furnish such information as the Missouri Department of Natural Resources may reasonably request in connection with the application which is herein authorized, to sign all necessary documents on behalf of the applicant, to furnish such assurances to the Missouri Department of Natural Resources as may be required by law or regulation, and to receive payment on behalf of the applicant.

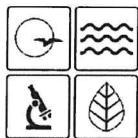
RESOLVED this 5th day of July, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

The following application is for demonstration purposes only. Applicants must submit all applications through the online web portal at <https://moarpa.mo.gov>. The online application will include the same questions.



MISSOURI DEPARTMENT OF NATURAL RESOURCES
FINANCIAL ASSISTANCE CENTER

STORMWATER AMERICAN RESCUE PLAN ACT (ARPA) APPLICATION

EXAMPLE ONLY

1. APPLICANT/CONTINUING AUTHORITY

☐ Incorporated Municipality ☐ County ☐ Sewer District

NAME OF APPLICANT/CONTINUING AUTHORITY		MISSOURI OPERATING PERMIT NUMBER MO -	
TELEPHONE NUMBER WITH AREA CODE		FAX NUMBER WITH AREA CODE	SAM.GOV UNIQUE ENTITY IDENTIFIER
MAILING ADDRESS			EMAIL ADDRESS
CITY	STATE	ZIP CODE + FOUR	COUNTY

2. AUTHORIZED REPRESENTATIVE/APPLICATION CONTACT

AUTHORIZED REPRESENTATIVE NAME	TITLE
EMAIL ADDRESS	TELEPHONE NUMBER WITH AREA CODE
NAME OF PERSON TO CONTACT ABOUT THIS APPLICATION (IF DIFFERENT FROM AUTHORIZED REPRESENTATIVE)	TITLE
EMAIL ADDRESS	TELEPHONE NUMBER WITH AREA CODE

OPTIONAL QUESTIONS REGARDING MILITARY SERVICE (§42.390 RSMo, 2021)

- a) Have you or an immediate family member ever served in the U.S. Armed Forces? ☐ Yes ☐ No
b) If yes, would you like information about military-related services in Missouri? ☐ Yes ☐ No

3. GENERAL AND FINANCIAL INFORMATION

POPULATION (MOST CURRENT FOR EACH) Population: _____		POPULATION OF AREA TO BE SERVED (IF DIFFERENT FROM THE POPULATION OF THE ENTIRE SERVICE AREA)
		MEDIAN HOUSEHOLD INCOME (MHI) (PER MOST RECENT ACS DATA)
UNEMPLOYMENT RATE (PER MOST RECENT ACS DATA)	PERCENTAGE OF HOUSEHOLDS THAT MEET THE LOW-TO-MODERATE INCOME (LMI) DEFINITION (PER MOST RECENT ACS DATA)	PERCENTAGE OF HOUSEHOLDS IN POVERTY (PER MOST RECENT ACS DATA)
DOES THE APPLICANT HAVE A DEDICATED REPAYMENT SOURCE THAT CAN BE USED FOR STORMWATER PROJECTS? <input type="checkbox"/> Yes <input type="checkbox"/> No	SYSTEM OUTSTANDING DEBT (STORMWATER RELATED DEBT ONLY) \$	11-DIGIT CENSUS TRACT NUMBER(S) FOR PROJECT
DOES THE APPLICANT ASSESS A FEE FOR STORMWATER SERVICE? <input type="checkbox"/> Yes (Please describe how it is assessed.) <input type="checkbox"/> No		
IS 50% OF THE POPULATION SERVED BY THE PROJECT PART OF A QUALIFIED CENSUS TRACT? SEE LINK IN DIRECTIONS <input type="checkbox"/> Yes <input type="checkbox"/> No		

4. PROJECT DESCRIPTION: DESCRIBE THE MAJOR COMPONENTS OF THE PROJECT.

Does the project create resiliency by mitigating hazardous wet weather events to improve operations and service?

☐ Yes (Please explain.) ☐ No

Will the project address a schedule of compliance or Administrative Order on Consent? Will the project bring a non-compliant system into compliance?

☐ Yes (Please provide information below describing the current compliance issue.) ☐ No

Has the applicant updated their Stormwater Management Plan (SWMP) to include a description of this project?

☐ Yes ☐ No

NOTE: Stormwater management plans (SWMPs) will need to be updated to reflect the work completed as part of this project. However, applicants do not need to amend their SWMP prior to applying for a state ARPA grant and these amendments are not considered during the scoring process.

Does the project tie to one of the minimum control measures (MCM)?

☐ Yes (select one or more below)

☐ MCM 3: Illicit Discharge Detection and Elimination

☐ MCM 5: Management of Post Construction Runoff

☐ MCM 8: Flood Control Projects

☐ Other, please describe _____

☐ No

Is this a Design-Build Project? ☐ Yes ☐ No

5. ENGINEERING ASSESSMENT

Please check one of the following boxes.

Does the applicant have an assessment, performed by an engineer, with an investigation and problem statement, project scope, evaluation of alternatives, cost estimate, and map(s)?

☐ Yes, it is attached with this application.

☐ No. Please enter the anticipated completion date for the engineering assessment. _____

6. ARCHITECTURAL AND ENGINEERING CONSULTANT

HAS THE APPLICANT PROCURED ENGINEERING SERVICES?

☐ Yes (attach procurement documentation and complete section)
 ☐ No (skip the rest of Section 6)

CONSULTING FIRM'S NAME

PROJECT CONSULTANT'S NAME

MAILING ADDRESS

EMAIL ADDRESS

CITY

STATE

ZIP CODE + FOUR

DUNS NUMBER

TELEPHONE NUMBER WITH AREA CODE

FAX NUMBER WITH AREA CODE

7. ESTIMATED PROJECT COST

Date of Cost Estimate:

Engineering (Planning and Design)

\$

Engineering (Construction Phase)

\$

Engineering (Inspection)

\$

Land and Easements

\$

Construction

\$

Equipment

\$

Other Costs (specify _____)

\$

Contingencies (estimate 10%)

\$

Total Estimated Project Costs

\$

Local Cost Share*

\$

ARPA Funding Request
(this application only)

\$

*Documentation committing other funds for cost share must be submitted with the application. See Applicant Assurance of Local Share Form.

8. Expenditure Categories: Please check the box that is most applicable to your project. Only check one.☐ 5.6 Stormwater☐ 5.9 Nonpoint Source

OTHER PROBLEMS ADDRESSED:

9. ESTIMATED PROJECT SCHEDULE

Milestone (attach compliance schedule, if applicable)	Anticipated Date
A. Engineering Assessment	
B. Engineering Plans and Specifications complete	
C. Construction start date	
D. Initiation of operation (<i>date the first working component is capable of being used for its intended purpose</i>)	
E. Project completion date	

10. RESOLUTION OF GOVERNING BODY OF APPLICANT

☐ Attach a completed Resolution of Governing Body of Applicant form.

11. CERTIFICATION:

The authorized representative certifies that the information submitted in this application is true and correct to the best of their knowledge, that they are over the age of 18, authorized to sign and submit this application on behalf of the applicant, and agree to the use of electronic signature. The applicant understands that any false, fictitious, or fraudulent information, or the omission of any material fact on this application may lead to termination of a financial assistance award and other penalties. The applicant agrees, if a grant is awarded on the basis of this application, to comply with all applicable terms, conditions, and procedures of the State of Missouri, and the Missouri Department of Natural Resources; the applicable rules and regulations of the Missouri Clean Water Commission; and the terms and conditions of the grant agreement.

SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE
--	------

12. PREPARER'S NAME AND SIGNATURE (IF APPLICABLE)

SIGNATURE OF PREPARER	DATE
NAME AND TITLE (PRINT OR TYPE)	TELEPHONE NUMBER WITH AREA CODE

2022 Moberly ARPA Stormwater Concept Cost Estimate

Bartlett & West

Date:

July 1, 2022

#11.

Item No.	Description	Unit Price	Unit	Quantity	Extension
1	Land and Easements	250,000.00	LS	1	\$250,000
2	Construction	3,250,000.00	LS	1	\$3,250,000
3	Equipment	225,000.00	LS	1	\$225,000
4	Contingencies	10.00	%	1	\$373,000
		Construction Subtotal =			\$4,098,000
		Engineering Planning & Design (10%) =			\$410,000
		Engineering Construction Phase (2%) =			\$82,000
		Engineering Observation (12%) =			\$492,000
		TOTAL PROJECT COST =			\$5,000,000

NOTE: The engineer makes no guarantee as to the actual costs for construction due to the limited amount of detailed information at the time of the estimate.

#11.

**PROJECT
LOCATION**



132

City of Moberly

City Council Agenda Summary

Agenda Number: #12.

Department: Public Utilities

Date: July 5, 2022

Agenda Item: A Resolution Accepting Permanent Sewer Easements From Various Owners For The North Morley Water Main Project.

Summary: The city is working on a project to connect water mains in the North Morley Street intersection with Hwy 24. This project is funded primarily through a grant with EDA (US Economic Development Authority.) Due to the congestion in the North Morley and Hwy 24 corridors, the city is asking property owners along the project route to grant the city an easement for the new 12 inch water main that will be located in a corridor adjacent to the roadways and outside of the ROWs. Four out of five property owners have already executed their easements and the city needs to officially accept these easements from the property owner to complete the transaction. This action will officially accept the easements. The addresses of the properties currently granting the easements are:

4D Storage LLC 2080 N. Morley St. Moberly, MO
07-7.0-25.0-2.0-000-007.000 John Dowell

Moose Lodge #776 Loyal Order of Moose Inc. 2050 N. Morley, St Moberly, MO
07-7.0-25.0-4.0-000-011.000 Gene Briggs

Plummer Investments, LLC. 519 E 24 Highway Moberly, MO
07-7.0-25.0-4.0-000-008.000 Robert L. Plummer

Blue Ribbon Holdings 2060 N. Morley St Moberly, MO
07-7.0-25.0-3.0-000-001.000 Charles Lynch

Recommended Action: Approve this resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Lucas** _____

M___ S___ **Kyser** _____

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROVING FOUR PERMANENT WATER LINE EASEMENTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID INSTRUMENTS ON BEHALF OF THE CITY.

WHEREAS, previously the City of Moberly approved an agreement for professional engineering services with Jacobs Engineering Group, Inc., for EDA funded infrastructure projects including the North Morley Water Main loop; and

WHEREAS, as part of the water main project city staff and consultants have negotiated four permanent water main easements; and

WHEREAS, attached are easements from 4 D Storage, LLC., Plummer Investments, LLC., Blue Ribbon Holdings, LLC., and Moberly Missouri Moose Lodge #776 Loyal Order of Moose Inc., a Missouri Benevolent Associations which City Staff recommends be accepted by the City and that the City Manager be authorized to execute the easements on behalf of the city.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBERLY, MISSOURI, as follows:

Section 1: The Easements attached hereto and incorporated herein and are approved in all respects and the City Manager is hereby authorized to execute the four instruments and record said instruments on behalf of the City.

Section 2: The City Manager is hereby further authorized and directed to take such further actions and to execute and deliver such agreements, instruments, certificates, or other documents as may be reasonably necessary or convenient to carry out the intent of this Resolution.

Section 3: The portions of this Resolution shall be severable. In the event that any portion of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City 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 intent thereof.

Section 4: This Resolution shall be in full force and effect from and after its adoption and approval.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MOBERLY, MISSOURI, THIS 5TH DAY OF JULY 2022.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

-
1. **Title:** PERMANENT WATER LINE EASEMENT
 2. **Date:**
 3. **Grantor:** 4 D Storage, LLC, a Missouri Limited Liability Company
 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 THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 54 NORTH, RANGE 14 WEST, MOBERLY, RANDOLPH COUNTY, MISSOURI, BEING A PART OF THE TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 825, PAGE 497, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERN CORNER OF THE SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (CENTER) OF SAID SECTION 25; THENCE WITH THE SOUTH LINE OF THE SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, N88°25'56"W, 264.25 FEET TO THE POINT OF BEGINNING:

THENCE FROM THE POINT OF BEGINNING AND CONTINUING WITH SAID SOUTH LINE, N88°25'56"W, 22.51 FEET; THENCE LEAVING SAID SOUTH LINE, N25°44'28"W, 6.13 FEET; THENCE N32°02'38"W, 230.13 FEET; THENCE N29°13'53"W, 124.21 FEET; THENCE N14°10'54"W, 101.84 FEET; THENCE N35°57'50"W, 62.47 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF BUSINESS ROUTE 63, ALSO KNOWN AS N. MORLEY STREET; THENCE WITH SAID EASTERLY RIGHT-OF-WAY LINE, 32.49 FEET ALONG A 1367.39-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, N16°44'16"W, 32.49 FEET TO THE NORTH LINE OF THE SAID TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 825, PAGE 497; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE AND WITH SAID NORTH LINE, S54°47'51"E, 28.81 FEET; THENCE LEAVING SAID NORTH LINE, S35°57'50"E, 69.72 FEET; THENCE S14°10'54"E, 103.05 FEET; THENCE S29°13'53"E, 121.08 FEET; THENCE S32°02'38"E, 230.74 FEET; THENCE S25°44'28"E, 17.56 FEET TO THE POINT OF BEGINNING AND CONTAINING 10,960 SQUARE FEET, MORE OR LESS.

(BEARINGS WRITTEN HEREIN ARE BASED UPON GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, NAD-83, CENTRAL ZONE, AS GATHERED BY GPS OBSERVATION).

PERMANENT WATER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, 4 D Storage, LLC, a Missouri Limited Liability Company, 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, an easement or right of way for the location, construction, reconstruction, maintenance, removal, operation and repair of a water line 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 THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 54 NORTH, RANGE 14 WEST, MOBERLY, RANDOLPH COUNTY, MISSOURI, BEING A PART OF THE TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 825, PAGE 497, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERN CORNER OF THE SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (CENTER) OF SAID SECTION 25; THENCE WITH THE SOUTH LINE OF THE SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, N88°25'56"W, 264.25 FEET TO THE POINT OF BEGINNING:

THENCE FROM THE POINT OF BEGINNING AND CONTINUING WITH SAID SOUTH LINE, N88°25'56"W, 22.51 FEET; THENCE LEAVING SAID SOUTH LINE, N25°44'28"W, 6.13 FEET; THENCE N32°02'38"W, 230.13 FEET; THENCE N29°13'53"W, 124.21 FEET; THENCE N14°10'54"W, 101.84 FEET; THENCE N35°57'50"W, 62.47 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF BUSINESS ROUTE 63, ALSO KNOWN AS N. MORLEY STREET; THENCE WITH SAID EASTERLY RIGHT-OF-WAY LINE, 32.49 FEET ALONG A 1367.39-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, N16°44'16"W, 32.49 FEET TO THE NORTH LINE OF THE SAID TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 825, PAGE 497; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE AND WITH SAID NORTH LINE, S54°47'51"E, 28.81 FEET; THENCE LEAVING SAID NORTH LINE, S35°57'50"E, 69.72 FEET; THENCE S14°10'54"E, 103.05 FEET; THENCE S29°13'53"E, 121.08 FEET; THENCE S32°02'38"E, 230.74 FEET; THENCE S25°44'28"E, 17.56 FEET TO THE POINT OF BEGINNING AND CONTAINING 10,960 SQUARE FEET, MORE OR LESS.

(BEARINGS WRITTEN HEREIN ARE BASED UPON GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, NAD-83, CENTRAL ZONE, AS GATHERED BY GPS OBSERVATION).

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 water line 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 water line and all appurtenances incidental thereto.
3. That Grantor is lawfully seized and possessed of the real estate above described, that it has a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by it which would interfere with the rights granted hereunder; and that it 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 water 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

Grantor

By: _____
Brian Crane, City Manager

By: John Dorell

ATTEST: _____
Shannon Hance, City Clerk

GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI)

)

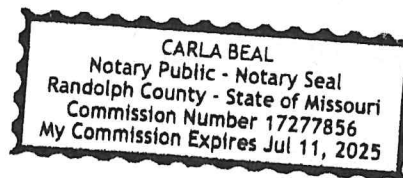
COUNTY OF RANDOLPH)

On this 16 day of February, 2022, before me, the undersigned Notary Public, personally appeared John Dorell, to me personally known, who by me being duly sworn, did say he/she is the manager or member or a person authorized by the Limited Liability Company to act on behalf of said company pursuant to the Articles of Organization or Operating Agreement of said company and that said instrument was signed by him/her 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.

My commission expires July 11, 2025

Carla Beal
Notary Public



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: _____

PROJECT: N. MORLEY WATER MAIN IMPROVEMENTS, CITY OF MOBERLY, RANDOLPH COUNTY, MISSOURI

OWNER (N/F): 4 D STORAGE, LLC

ADDRESS: 2080 N. MORLEY ST.

PARCEL ID: 07-7.0-25.0-2.0-000-007.000

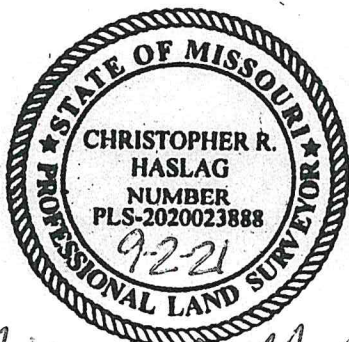
A PERMANENT EASEMENT DESCRIBED AS FOLLOWS:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 54 NORTH, RANGE 14 WEST, MOBERLY, RANDOLPH COUNTY, MISSOURI, BEING A PART OF THE TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 825, PAGE 497, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

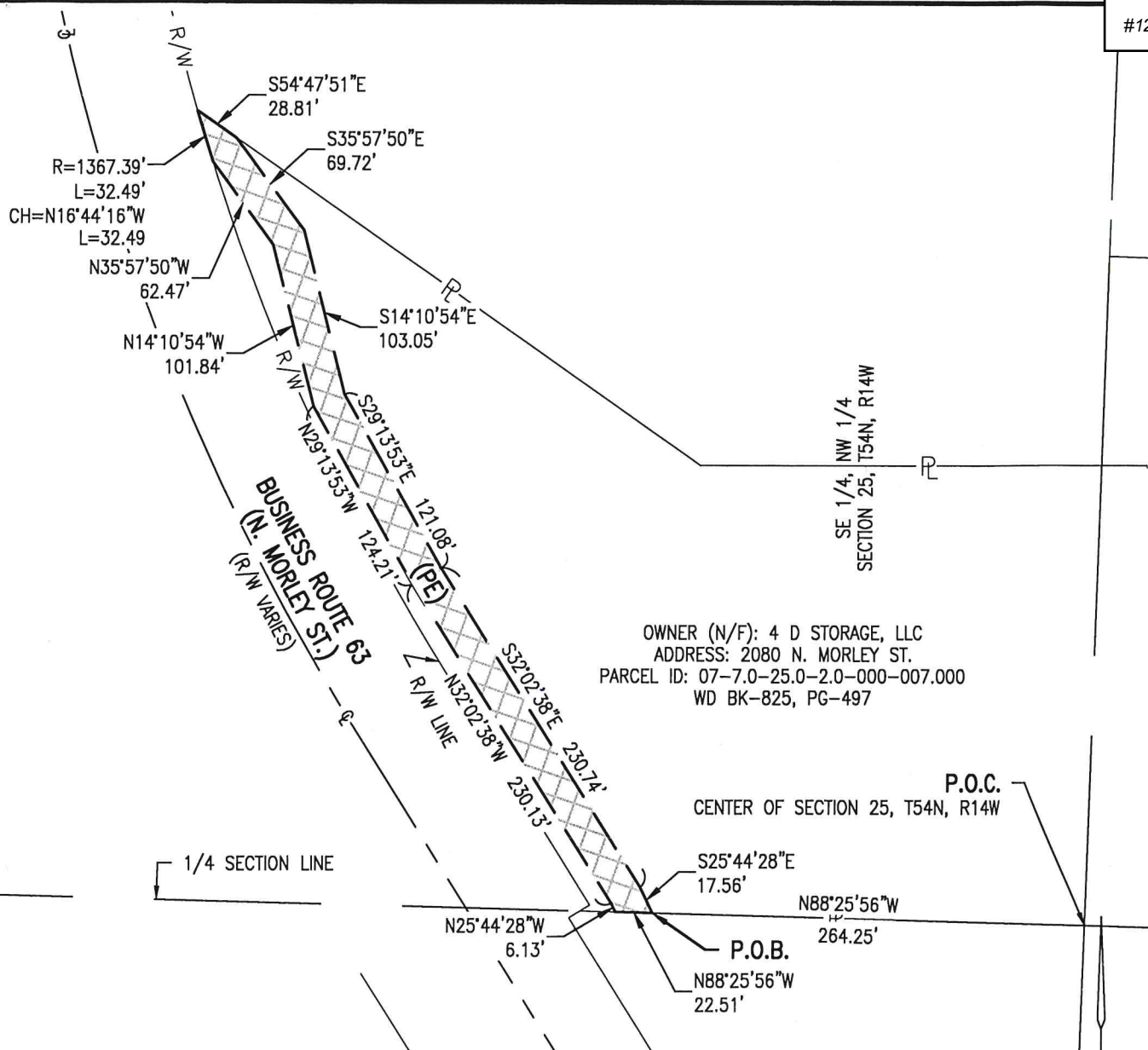
COMMENCING AT THE SOUTHEASTERN CORNER OF THE SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (CENTER) OF SAID SECTION 25; THENCE WITH THE SOUTH LINE OF THE SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, N88°25'56"W, 264.25 FEET TO THE POINT OF BEGINNING:

THENCE FROM THE POINT OF BEGINNING AND CONTINUING WITH SAID SOUTH LINE, N88°25'56"W, 22.51 FEET; THENCE LEAVING SAID SOUTH LINE, N25°44'28"W, 6.13 FEET; THENCE N32°02'38"W, 230.13 FEET; THENCE N29°13'53"W, 124.21 FEET; THENCE N14°10'54"W, 101.84 FEET; THENCE N35°57'50"W, 62.47 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF BUSINESS ROUTE 63, ALSO KNOWN AS N. MORLEY STREET; THENCE WITH SAID EASTERLY RIGHT-OF-WAY LINE, 32.49 FEET ALONG A 1367.39-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, N16°44'16"W, 32.49 FEET TO THE NORTH LINE OF THE SAID TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 825, PAGE 497; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE AND WITH SAID NORTH LINE, S54°47'51"E, 28.81 FEET; THENCE LEAVING SAID NORTH LINE, S35°57'50"E, 69.72 FEET; THENCE S14°10'54"E, 103.05 FEET; THENCE S29°13'53"E, 121.08 FEET; THENCE S32°02'38"E, 230.74 FEET; THENCE S25°44'28"E, 17.56 FEET TO THE POINT OF BEGINNING AND CONTAINING 10,960 SQUARE FEET, MORE OR LESS.

(BEARINGS WRITTEN HEREIN ARE BASED UPON GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, NAD-83, CENTRAL ZONE, AS GATHERED BY GPS OBSERVATION).



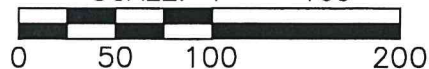
Christopher R. Haslag
CHRISTOPHER R. HASLAG
PLS-2020023888



NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM, NAD 83 (CENTRAL ZONE).
2. THIS EXHIBIT HAS BEEN PREPARED FOR THE SOLE PURPOSE OF OBTAINING EASEMENTS OVER THE PROPERTY SHOWN HEREON.
3. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY AND IS FOR DISPLAY PURPOSES ONLY.

SCALE: 1" = 100'

AREAS : **07-7.0-25.0-2.0-000-007.000**

PERMANENT EASEMENT (PE)	10,960 SQ. FT
TEMP. CONSTRUCTION EASEMENT (TCE)	—— SQ. FT

LEGEND

- DENOTES PERMANENT EASEMENT (PE)
 DENOTES TEMPORARY CONSTRUCTION EASEMENT (TCE)
 PROPERTY LINE
 RIGHT-OF-WAY
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING

TREKK

DESIGN GROUP, LLC

N. MORLEY WATER MAIN IMPROVEMENTS

MOBERLY, RANDOLPH COUNTY, MO

ADDRESS: 2080 N. MORLEY ST.

PARCEL NO. 07-7.0-25.0-2.0-000-007.000

DATE: SEPTEMBER 2, 2021

-
1. **Title:** PERMANENT WATER LINE EASEMENT
 2. **Date:**
 3. **Grantor:** Moberly, Mo Moose Lodge #776, Loyal Order of Moose Inc., a Missouri Benevolent Association
 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 NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 54 NORTH, RANGE 14 WEST, MOBERLY, RANDOLPH COUNTY, MISSOURI, BEING A PART OF THE TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 252, PAGE 197, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERN CORNER OF THE SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (CENTER) OF SAID SECTION 25; THENCE WITH THE WEST LINE OF THE SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, S1°47'26"W, 602.19 FEET TO THE POINT OF BEGINNING:

THENCE FROM THE POINT OF BEGINNING AND LEAVING SAID WEST LINE, S12°40'32"E, 194.62 FEET; THENCE S3°00'03"W, 36.38 FEET TO THE SOUTHERN LINE OF THE SAID TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 252, PAGE 197; THENCE WITH SAID SOUTHERN LINE, N88°07'12"W, 20.00 FEET; THENCE LEAVING SAID SOUTHERN LINE, N3°00'03"E, 34.02 FEET; THENCE N12°40'32"W, 114.34 FEET TO THE SAID WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE WITH SAID WEST LINE, N1°47'26"E, 80.06 FEET TO THE POINT OF BEGINNING AND CONTAINING 3,794 SQUARE FEET, MORE OR LESS.

(BEARINGS WRITTEN HEREIN ARE BASED UPON GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, NAD-83, CENTRAL ZONE, AS GATHERED BY GPS OBSERVATION).

PERMANENT WATER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Moberly Moose Lodge #776, Loyal Order of Moose incorporated as a Missouri Benevolent Association, 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, an easement or right of way for the location, construction, reconstruction, maintenance, removal, operation and repair of a water line 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 NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 54 NORTH, RANGE 14 WEST, MOBERLY, RANDOLPH COUNTY, MISSOURI, BEING A PART OF THE TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 252, PAGE 197, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERN CORNER OF THE SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (CENTER) OF SAID SECTION 25; THENCE WITH THE WEST LINE OF THE SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, S1°47'26"W, 602.19 FEET TO THE POINT OF BEGINNING:

THENCE FROM THE POINT OF BEGINNING AND LEAVING SAID WEST LINE, S12°40'32"E, 194.62 FEET; THENCE S3°00'03"W, 36.38 FEET TO THE SOUTHERN LINE OF THE SAID TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 252, PAGE 197; THENCE WITH SAID SOUTHERN LINE, N88°07'12"W, 20.00 FEET; THENCE LEAVING SAID SOUTHERN LINE, N3°00'03"E, 34.02 FEET; THENCE N12°40'32"W, 114.34 FEET TO THE SAID WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE WITH SAID WEST LINE, N1°47'26"E, 80.06 FEET TO THE POINT OF BEGINNING AND CONTAINING 3,794 SQUARE FEET, MORE OR LESS.

(BEARINGS WRITTEN HEREIN ARE BASED UPON GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, NAD-83, CENTRAL ZONE, AS GATHERED BY GPS OBSERVATION).

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 water line 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 water line and all appurtenances incidental thereto.
3. That Grantor is lawfully seized and possessed of the real estate above described, that it has a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by it which would interfere with the rights granted hereunder; and that it 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 water 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

Grantor

By: _____
 Brian Crane, City Manager

By: Edna L Briggs

ATTEST: _____
 Shannon Hance, City Clerk

By: _____

GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI)

)

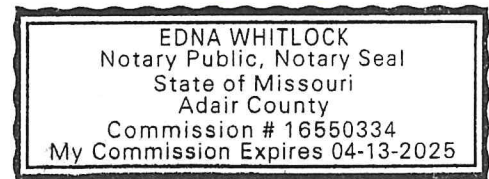
COUNTY OF RANDOLPH)

On this 27th day of March, 2022, before me, the undersigned Notary Public, personally appeared Edna Briggs, to me personally known, who by me being duly sworn, did say that he/she is duly authorized to execute this instrument on behalf of the Moberly Moose Lodge #776 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.

My commission expires 4-13-2025

Edna Whitlock
 Notary Public



GRANTEE'S ACKNOWLEDGMENT

STATE OF MISSOURI)

)

COUNTY OF RANDOLPH)

CITY OF MOBERLY, MISSOURI, Grantee

Grantor

By: _____
 Brian Crane, City Manager

By: James Mozingo

ATTEST: _____
 Shannon Hance, City Clerk

By: _____

GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI)

)

COUNTY OF RANDOLPH)

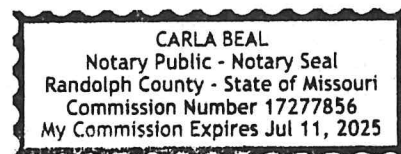
On this 22 day of March, 2022, before me, the undersigned Notary Public, personally appeared James Mozingo, to me personally known, who by me being duly sworn, did say that he/she is duly authorized to execute this instrument on behalf of the Moberly Moose Lodge #776 and acknowledged that he/she executed 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: _____

PROJECT: N. MORLEY WATER MAIN IMPROVEMENTS, CITY OF MOBERLY, RANDOLPH COUNTY, MISSOURI

OWNER (N/F): MOBERLY MOOSE LODGE #776

ADDRESS: 2050 N. MORLEY ST.

PARCEL ID: 07-7.0-25.0-4.0-000-011.000

A PERMANENT EASEMENT DESCRIBED AS FOLLOWS:

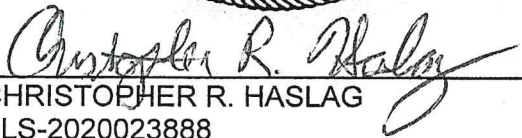
A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 54 NORTH, RANGE 14 WEST, MOBERLY, RANDOLPH COUNTY, MISSOURI, BEING A PART OF THE TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 252, PAGE 197, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

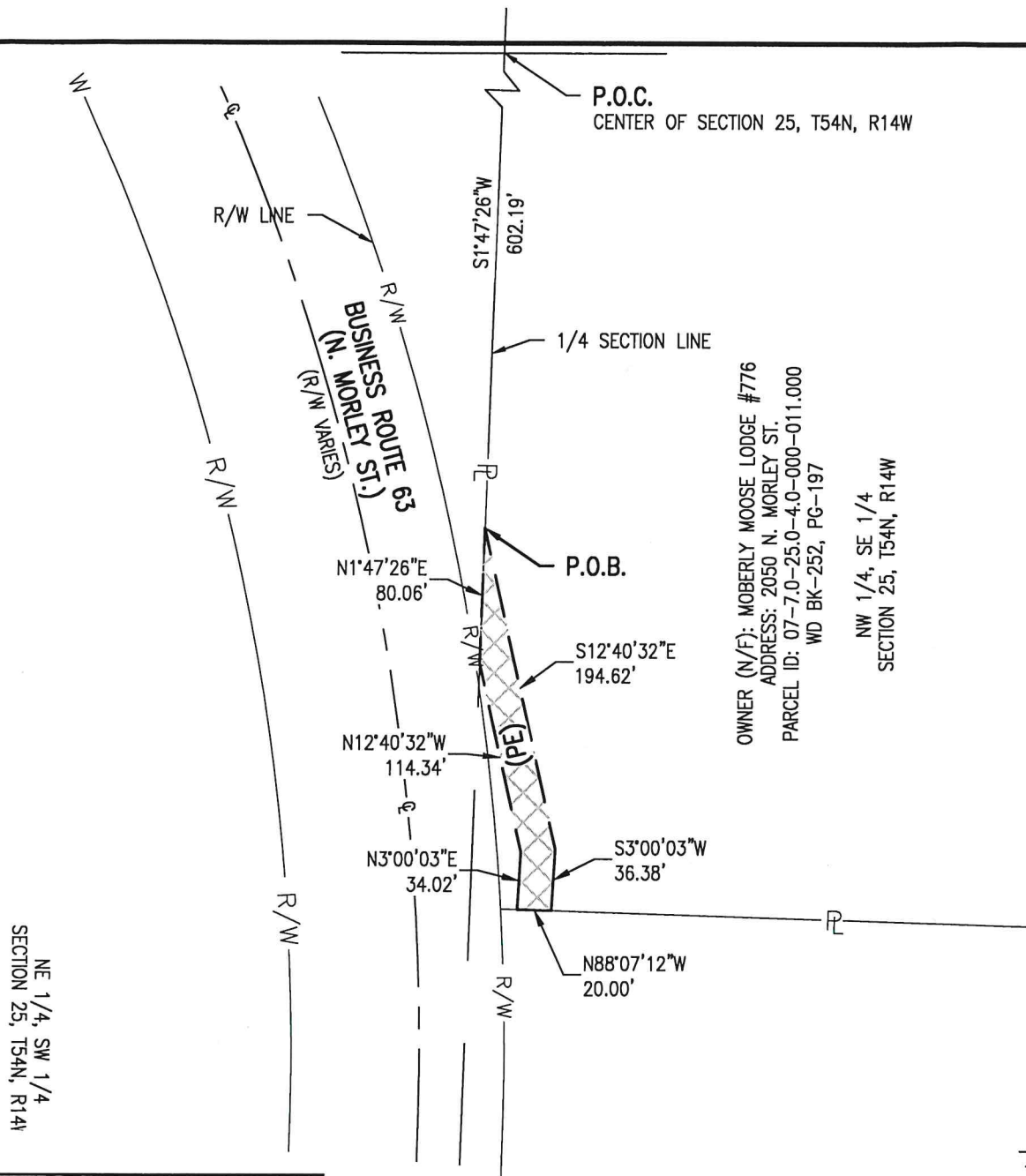
COMMENCING AT THE NORTHWESTERN CORNER OF THE SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (CENTER) OF SAID SECTION 25; THENCE WITH THE WEST LINE OF THE SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, $S1^{\circ}47'26''W$, 602.19 FEET TO THE POINT OF BEGINNING:

THENCE FROM THE POINT OF BEGINNING AND LEAVING SAID WEST LINE, $S12^{\circ}40'32''E$, 194.62 FEET; THENCE $S3^{\circ}00'03''W$, 36.38 FEET TO THE SOUTHERN LINE OF THE SAID TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 252, PAGE 197; THENCE WITH SAID SOUTHERN LINE, $N88^{\circ}07'12''W$, 20.00 FEET; THENCE LEAVING SAID SOUTHERN LINE, $N3^{\circ}00'03''E$, 34.02 FEET; THENCE $N12^{\circ}40'32''W$, 114.34 FEET TO THE SAID WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE WITH SAID WEST LINE, $N1^{\circ}47'26''E$, 80.06 FEET TO THE POINT OF BEGINNING AND CONTAINING 3,794 SQUARE FEET, MORE OR LESS.

(BEARINGS WRITTEN HEREIN ARE BASED UPON GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, NAD-83, CENTRAL ZONE, AS GATHERED BY GPS OBSERVATION).




CHRISTOPHER R. HASLAG
PLS-2020023888



NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM, NAD 83 (CENTRAL ZONE).
2. THIS EXHIBIT HAS BEEN PREPARED FOR THE SOLE PURPOSE OF OBTAINING EASEMENTS OVER THE PROPERTY SHOWN HEREON.
3. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY AND IS FOR DISPLAY PURPOSES ONLY.

SCALE: 1" = 100'

AREAS : **07-7.0-25.0-4.0-000-011.000**

PERMANENT EASEMENT (PE)	3,794 SQ. FT
TEMP. CONSTRUCTION EASEMENT (TCE)	—— SQ. FT

LEGEND

- DENOTES PERMANENT EASEMENT (PE)
 DENOTES TEMPORARY CONSTRUCTION EASEMENT (TCE)
 P.L. PROPERTY LINE
 R/W RIGHT-OF-WAY
 P.O.C. POINT OF COMMENCEMENT
 P.O.B. POINT OF BEGINNING

TREKK
DESIGN GROUP, LLC

N. MORLEY WATER MAIN IMPROVEMENTS

MOBERLY, RANDOLPH COUNTY, MO

ADDRESS: 2050 N. MORLEY ST.

PARCEL NO. 07-7.0-25.0-4.0-000-011.000

DATE: SEPTEMBER 2, 2021

-
1. **Title:** PERMANENT WATER LINE EASEMENT
 2. **Date:**
 3. **Grantor:** Plummer Investments, LLC, a Illinois Limited Liability Company
 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 NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 54 NORTH, RANGE 14 WEST, MOBERLY, RANDOLPH COUNTY, MISSOURI, BEING A PART OF THE TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 847, PAGE 83, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERN MOST CORNER OF THE SAID TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 847, PAGE 83, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY '24'; THENCE WITH SAID NORTHERLY RIGHT-OF-WAY LINE, S66°12'25"W, 312.44 FEET TO THE POINT OF BEGINNING:

THENCE FROM THE POINT OF BEGINNING AND CONTINUING WITH SAID NORTHERLY RIGHT-OF-WAY LINE, S66°12'25"W, 20.01 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, N25°09'02"W, 9.74 FEET; THENCE S66°32'29"W, 240.21 FEET TO THE WESTERLY LINE OF SAID TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 847, PAGE 83; THENCE WITH SAID WESTERLY LINE, N0°54'54"E, 21.96 FEET; THENCE LEAVING SAID WESTERLY LINE, N66°32'29"E, 241.87 FEET; THENCE S69°39'53"E, 12.39 FEET; THENCE S25°09'02"E, 21.05 FEET TO THE POINT OF BEGINNING AND CONTAINING 5,264 SQUARE FEET, MORE OR LESS.

(BEARINGS WRITTEN HEREIN ARE BASED UPON GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, NAD-83, CENTRAL ZONE, AS GATHERED BY GPS OBSERVATION).

PERMANENT WATER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Plummer Investments, LLC, a Illinois Limited Liability Company, 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, an easement or right of way for the location, construction, reconstruction, maintenance, removal, operation and repair of a water line 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 NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 54 NORTH, RANGE 14 WEST, MOBERLY, RANDOLPH COUNTY, MISSOURI, BEING A PART OF THE TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 847, PAGE 83, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERN MOST CORNER OF THE SAID TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 847, PAGE 83, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY '24'; THENCE WITH SAID NORTHERLY RIGHT-OF-WAY LINE, S66°12'25"W, 312.44 FEET TO THE POINT OF BEGINNING:

THENCE FROM THE POINT OF BEGINNING AND CONTINUING WITH SAID NORTHERLY RIGHT-OF-WAY LINE, S66°12'25"W, 20.01 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, N25°09'02"W, 9.74 FEET; THENCE S66°32'29"W, 240.21 FEET TO THE WESTERLY LINE OF SAID TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 847, PAGE 83; THENCE WITH SAID WESTERLY LINE, N0°54'54"E, 21.96 FEET; THENCE LEAVING SAID WESTERLY LINE, N66°32'29"E, 241.87 FEET; THENCE S69°39'53"E, 12.39 FEET; THENCE S25°09'02"E, 21.05 FEET TO THE POINT OF BEGINNING AND CONTAINING 5,264 SQUARE FEET, MORE OR LESS.

(BEARINGS WRITTEN HEREIN ARE BASED UPON GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, NAD-83, CENTRAL ZONE, AS GATHERED BY GPS OBSERVATION).

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 water line 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 water line and all appurtenances incidental thereto.
3. That Grantor is lawfully seized and possessed of the real estate above described, that it has a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by it which would interfere with the rights granted hereunder; and that it 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 water 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 7 day of March, 2022.

CITY OF MOBERLY, MISSOURI, Grantee

Grantor

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: _____

-
1. **Title:** PERMANENT WATER LINE EASEMENT
 2. **Date:**
 3. **Grantor:** Blue Ribbon Holdings, LLC, a Missouri Limited Liability Company
 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 NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 54 NORTH, RANGE 14 WEST, MOBERLY, RANDOLPH COUNTY, MISSOURI, BEING A PART OF THE TRACT DESCRIBED BY THE DEED'S RECORDED IN BOOK 866, PAGE'S 366 & 552, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERN CORNER OF THE SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (CENTER) OF SAID SECTION 25; THENCE WITH THE NORTH LINE OF THE SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, N88°25'56"W, 264.25 FEET TO THE POINT OF BEGINNING:

THENCE FROM THE POINT OF BEGINNING AND LEAVING SAID NORTH LINE, S25°44'28"E, 196.86 FEET; THENCE S25°49'31"E, 27.61 FEET; THENCE S22°53'36"E, 309.54 FEET; THENCE S12°40'32"E, 124.83 FEET TO THE EAST LINE OF THE SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE WITH SAID EAST LINE, S1°47'26"W, 80.06 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF BUSINESS ROUTE 63, ALSO KNOWN AS N. MORLEY STREET; THENCE LEAVING SAID EAST LINE AND WITH THE SAID EASTERLY RIGHT-OF-WAY LINE, N12°40'32"W, 56.70 FEET; THENCE 70.99 FEET ALONG A 1482.39-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N12°40'32"W, 70.98 FEET; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, N12°40'32"W, 72.89 FEET; THENCE N22°53'36"W, 38.24 FEET TO THE SAID EASTERLY RIGHT-OF-WAY LINE OF BUSINESS ROUTE 63; THENCE WITH SAID EASTERLY RIGHT-OF-WAY LINE, 236.23 FEET ALONG A 1482.39-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N22°53'36"W, 235.98 FEET; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, N22°53'36"W, 33.02 FEET; THENCE N25°49'31"W, 27.12 FEET; THENCE N25°44'28"W, 207.20 FEET TO THE SAID NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE WITH SAID NORTH LINE, S88°25'56"E, 22.51 FEET TO THE POINT OF BEGINNING AND CONTAINING 13,249 SQUARE FEET, MORE OR LESS.

(BEARINGS WRITTEN HEREIN ARE BASED UPON GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, NAD-83, CENTRAL ZONE, AS GATHERED BY GPS OBSERVATION).

PERMANENT WATER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Blue Ribbon Holdings, LLC, a Missouri Limited Liability Company, 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, an easement or right of way for the location, construction, reconstruction, maintenance, removal, operation and repair of a water line 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 NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 54 NORTH, RANGE 14 WEST, MOBERLY, RANDOLPH COUNTY, MISSOURI, BEING A PART OF THE TRACT DESCRIBED BY THE DEED'S RECORDED IN BOOK 866, PAGE'S 366 & 552, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERN CORNER OF THE SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (CENTER) OF SAID SECTION 25; THENCE WITH THE NORTH LINE OF THE SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, N88°25'56"W, 264.25 FEET TO THE POINT OF BEGINNING:

THENCE FROM THE POINT OF BEGINNING AND LEAVING SAID NORTH LINE, S25°44'28"E, 196.86 FEET; THENCE S25°49'31"E, 27.61 FEET; THENCE S22°53'36"E, 309.54 FEET; THENCE S12°40'32"E, 124.83 FEET TO THE EAST LINE OF THE SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE WITH SAID EAST LINE, S1°47'26"W, 80.06 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF BUSINESS ROUTE 63, ALSO KNOWN AS N. MORLEY STREET; THENCE LEAVING SAID EAST LINE AND WITH THE SAID EASTERLY RIGHT-OF-WAY LINE, N12°40'32"W, 56.70 FEET; THENCE 70.99 FEET ALONG A 1482.39-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N12°40'32"W, 70.98 FEET; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, N12°40'32"W, 72.89 FEET; THENCE N22°53'36"W, 38.24 FEET TO THE SAID EASTERLY RIGHT-OF-WAY LINE OF BUSINESS ROUTE 63; THENCE WITH SAID EASTERLY RIGHT-OF-WAY LINE, 236.23 FEET ALONG A 1482.39-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N22°53'36"W, 235.98 FEET; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, N22°53'36"W, 33.02 FEET; THENCE N25°49'31"W, 27.12 FEET; THENCE N25°44'28"W, 207.20 FEET TO THE SAID NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE WITH SAID NORTH LINE, S88°25'56"E, 22.51 FEET TO THE POINT OF BEGINNING AND CONTAINING 13,249 SQUARE FEET, MORE OR LESS.

(BEARINGS WRITTEN HEREIN ARE BASED UPON GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, NAD-83, CENTRAL ZONE, AS GATHERED BY GPS OBSERVATION).

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 water line 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 water line and all appurtenances incidental thereto.
3. That Grantor is lawfully seized and possessed of the real estate above described, that it has a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by it which would interfere with the rights granted hereunder; and that it 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 water 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

Grantor

By: _____
Brian Crane, City Manager

By: Charles Lynch

ATTEST: _____
Shannon Hance, City Clerk

GRANTOR'S ACKNOWLEDGMENT

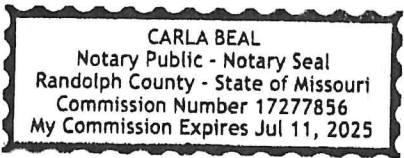
STATE OF MISSOURI)
)
COUNTY OF RANDOLPH)

On this 22 day of February, 2022, before me, the undersigned Notary Public, personally appeared Charles Lynch, to me personally known, who by me being duly sworn, did say he/she is the manager or member or a person authorized by the Limited Liability Company to act on behalf of said company pursuant to the Articles of Organization or Operating Agreement of said company and that said instrument was signed by him/her 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: _____

PROJECT: N. MORLEY WATER MAIN IMPROVEMENTS, CITY OF MOBERLY, RANDOLPH COUNTY, MISSOURI

OWNER (N/F): BLUE RIBBON HOLDINGS, LLC

ADDRESS: 2060 N. MORLEY ST.

PARCEL ID: 07-7.0-25.0-3.0-000-001.000

A PERMANENT EASEMENT DESCRIBED AS FOLLOWS:

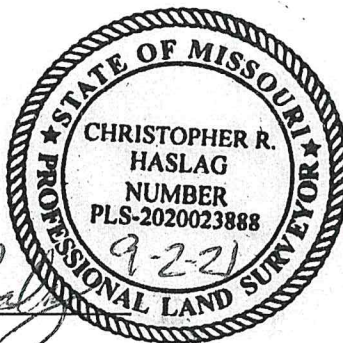
A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 54 NORTH, RANGE 14 WEST, MOBERLY, RANDOLPH COUNTY, MISSOURI, BEING A PART OF THE TRACT DESCRIBED BY THE DEED'S RECORDED IN BOOK 866, PAGE'S 366 & 552, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

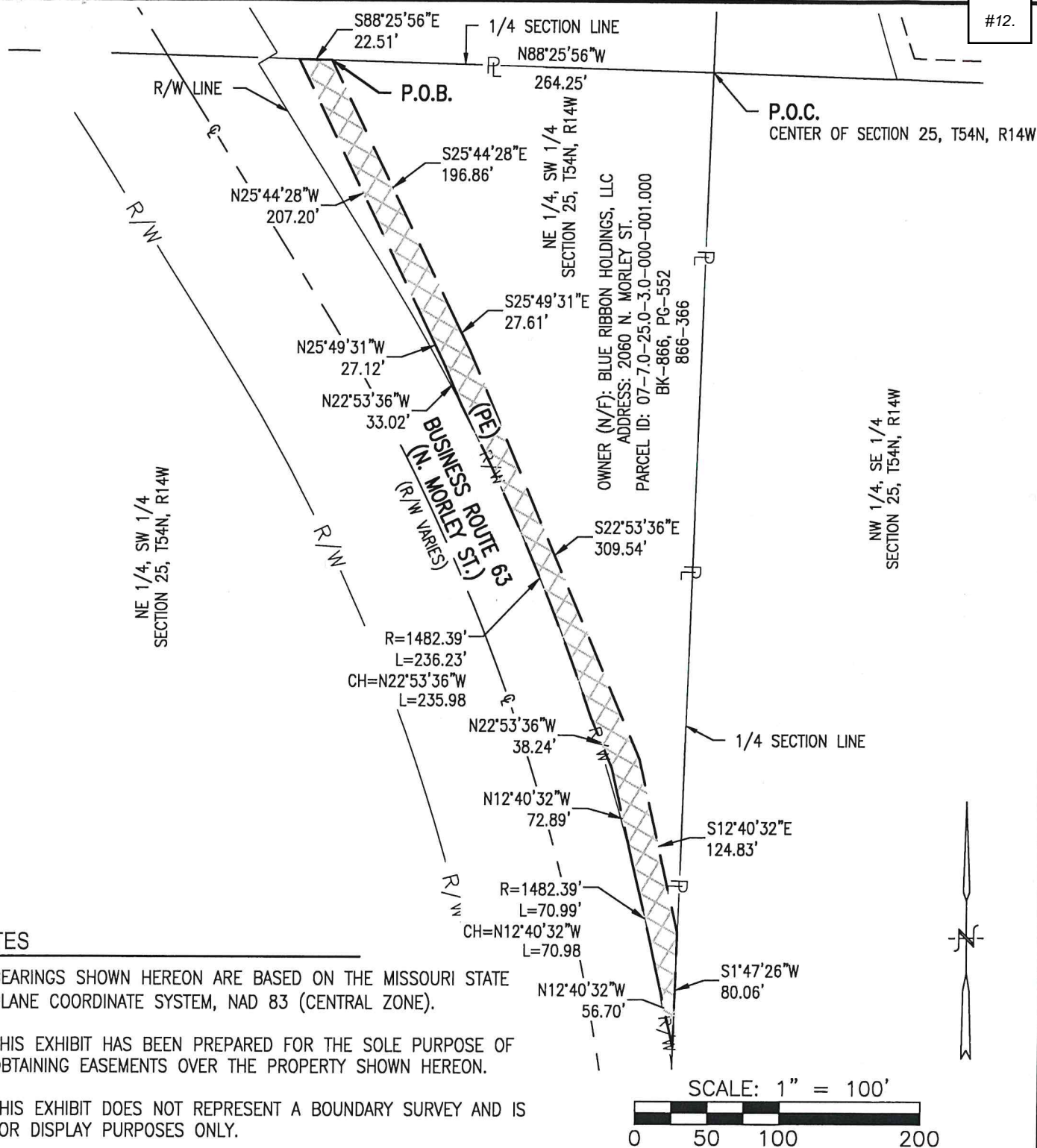
COMMENCING AT THE NORTHEASTERN CORNER OF THE SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (CENTER) OF SAID SECTION 25; THENCE WITH THE NORTH LINE OF THE SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, N88°25'56"W, 264.25 FEET TO THE POINT OF BEGINNING:

THENCE FROM THE POINT OF BEGINNING AND LEAVING SAID NORTH LINE, S25°44'28"E, 196.86 FEET; THENCE S25°49'31"E, 27.61 FEET; THENCE S22°53'36"E, 309.54 FEET; THENCE S12°40'32"E, 124.83 FEET TO THE EAST LINE OF THE SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE WITH SAID EAST LINE, S1°47'26"W, 80.06 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF BUSINESS ROUTE 63, ALSO KNOWN AS N. MORLEY STREET; THENCE LEAVING SAID EAST LINE AND WITH THE SAID EASTERLY RIGHT-OF-WAY LINE, N12°40'32"W, 56.70 FEET; THENCE 70.99 FEET ALONG A 1482.39-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N12°40'32"W, 70.98 FEET; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, N12°40'32"W, 72.89 FEET; THENCE N22°53'36"W, 38.24 FEET TO THE SAID EASTERLY RIGHT-OF-WAY LINE OF BUSINESS ROUTE 63; THENCE WITH SAID EASTERLY RIGHT-OF-WAY LINE, 236.23 FEET ALONG A 1482.39-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N22°53'36"W, 235.98 FEET; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, N22°53'36"W, 33.02 FEET; THENCE N25°49'31"W, 27.12 FEET; THENCE N25°44'28"W, 207.20 FEET TO THE SAID NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE WITH SAID NORTH LINE, S88°25'56"E, 22.51 FEET TO THE POINT OF BEGINNING AND CONTAINING 13,249 SQUARE FEET, MORE OR LESS.

(BEARINGS WRITTEN HEREIN ARE BASED UPON GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, NAD-83, CENTRAL ZONE, AS GATHERED BY GPS OBSERVATION).

Christopher R. Haslag
CHRISTOPHER R. HASLAG
PLS-2020023888





NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM, NAD 83 (CENTRAL ZONE).
2. THIS EXHIBIT HAS BEEN PREPARED FOR THE SOLE PURPOSE OF OBTAINING EASEMENTS OVER THE PROPERTY SHOWN HEREON.
3. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY AND IS FOR DISPLAY PURPOSES ONLY.

AREAS : **07-7.0-25.0-3.0-000-001.000**

PERMANENT EASEMENT (PE)	13,249 SQ. FT
TEMP. CONSTRUCTION EASEMENT (TCE)	— SQ. FT

LEGEND

- DENOTES PERMANENT EASEMENT (PE)
 DENOTES TEMPORARY CONSTRUCTION EASEMENT (TCE)
 PROPERTY LINE
 RIGHT-OF-WAY
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING

TREKK
 DESIGN GROUP, LLC

N. MORLEY WATER MAIN IMPROVEMENTS
 MOBERLY, RANDOLPH COUNTY, MO

ADDRESS: 2060 N. MORLEY ST.

PARCEL NO. 07-7.0-25.0-3.0-000-001.000

DATE: SEPTEMBER 2, 2021

City of Moberly

City Council Agenda Summary

Agenda Number: #13.
 Department: Comm. Dev.
 Date: July 5, 2022

Agenda Item: An Resolution Adopting The Recommendation Of The Planning And Zoning Commission To Approve The Granting Of A Conditional Use Permit To The Moberly School District, To Construct An Alternative Education School.

Summary: The Planning & Zoning Commission approved this application at the December 21, 2021 meeting with the conditions of traffic study and storm water issues being resolved. The Moberly School District and City Staff have been negotiating the terms with a proposed draft attached. If the School Board approves these new terms prior to the July 5th meeting the resolution will be presented at the meeting. Attached is a copy of the revised Cooperative Agreement for Conditional Use Permit requirements.

Recommended

Action: Approve this resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Kyser** _____

M___ S___ **Lucas** _____

Passed Failed

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION ADOPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION TO APPROVE THE GRANTING OF A CONDITIONAL USE PERMIT TO THE MOBERLY SCHOOL DISTRICT, TO CONSTRUCT AN ALTERNATIVE EDUCATION SCHOOL.

WHEREAS, on December 6, 2021, the Moberly School District submitted an application to the Zoning Administrator for the issuance of a Conditional Use Permit (“CUP”) for construction of an Alternative Education School to be located in the 800 block of Shepherd Brothers Boulevard; and

WHEREAS, after proper Notice a hearing was held before the City of Moberly Planning and Zoning Commission on December 21, 2021, at which time the Commission recommended approval of the CUP request after having considered all standards listed in the zoning regulations, and all other conditions listed for a CUP in other sections of the regulations on condition that a traffic study and storm water issues be resolved before construction of the school; and

WHEREAS, the City Council has considered the CUP application and the findings, conclusions and recommendations of the Planning and Zoning Commission.

NOW, THEREFORE, BE IT RESOLVED that the Moberly, Missouri, City Council hereby adopts the recommendation of the Planning and Zoning Commission and approves the CUP application described herein upon the following terms and conditions:

1. The school district and the city shall enter into a Cooperative Agreement whereby the school district shall agree to construct and maintain such stormwater detention facilities as may be required by city staff and the school district shall conduct a traffic study of the school location and implement such improvements as may be required by the city
2. A detailed traffic study must be completed by the school district and the results incorporated into the site plan
3. A review of stormwater detention facilities must be completed by the school district and the recommendations for stormwater detention shall be incorporated into the site plan and constructed and maintained by the school district
4. The school district shall submit a site plan which includes all requirements imposed by the city prior to beginning construction.
5. The final site plan must be submitted and approved within one year of the granting of this CUP or the CUP will be withdrawn.

RESOLVED this 5th day of July 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

COOPERATIVE AGREEMENT FOR CONDITIONAL USE PERMIT REQUIREMENTS

THIS COOPERATIVE AGREEMENT FOR CONDITIONAL USE PERMIT REQUIREMENTS (this “**Agreement**”) is made and entered into as of the ____ day of _____ 2022 by and between the **CITY OF MOBERLY, MISSOURI** a third-class city and a Missouri municipal corporation having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**City**”) and **MOBERLY SCHOOL DISTRICT**, Missouri Public School District No. 81, 926 Shepherd Brothers Blvd, Moberly, Missouri (“**School**”) and together with the City the “**Parties**”).

RECITALS

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

B. School is planning for a new alternative school and pursuant to city code a Conditional Use Permit (“CUP”) must be issued by the City for construction of a school facility.

C. The School applied for a CUP which was granted by the City conditioned upon the execution of this Agreement and the completion of certain traffic and stormwater improvements.

D. The Parties wish to cooperate in satisfying the requirements of the CUP and the successful completion of a new Alternative School.

AGREEMENT

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

1. Traffic Study. A traffic study was conducted to provide information about the impact of the anticipated school improvements. As a result of that study the parties have agreed to equally fund the following sidewalk improvements on a 50/50 basis:

- a. Sidewalks from GBE to Gratz-Brown/Shepherd Brothers Blvd;
- b. Sidewalk from GB/SBB West to the end of the middle school property; and
- c. Sidewalk from GB/SBB to YMCA drive; and
- d. Create formal crosswalks on all 4 corners of GB/SBB.
- e. Create improved mid-block crosswalk on Shepherd Brothers Blvd. at middle school property per the recommendation of the traffic consultant in a phased approach:

1. Change height and locations of stop and crosswalk signs and continue operating until Alt. School Access Road is built.
 - a. The school is in need of a phased approach to the traffic consultant recommendation. The school will not build or complete the additional drive for bussing behind middle school. The school would like to continue to operate the cross walk drop-down stop sign system currently in place. The consultant recommends "If the school district continues to operate the Stop signs, they should be mounted at the correct mounting height per the MUTCD. The MUTCD specifies that signs must have a mounting height of 7 feet above the near pavement edge and minimum lateral offset of 2 feet from the face of the curb in business, commercial or residential areas where parking or pedestrian activities are likely to occur. The existing Stop signs exiting the middle school drives should also be raised to meet the MUTCD recommendations."
 - b. The consultant further recommends the existing Stop signs in place from 7:00 a.m. to 3:00 p.m. on Shephard Brothers Boulevard in advance of the crosswalk at the middle school are not warranted.
2. Upon Completion of Alt. School Access Road, remove drop-down stop signs at cross walk and upgrade crosswalk to traffic consultant recommendation.
 - a. The school commits to having a crossing guard present during the middle school egress from about 2:45 to 3:00 p.m. and during the school ingress time also about 7:10 to 7:25 a.m.
 - b. Yield markings will be placed in advance of the crosswalk for eastbound and westbound traffic. In addition, a down arrow plaque should be added to the existing crossing Sign per the consultant recommendation.
 - c. School officials will continue to reenforce school policy to the parents regarding student drop off and that all student drops offs should be onsite adjacent to a sidewalk/entry to the school building and not along Shepard Brothers Boulevard as noted in report.

The City shall administer the construction of the **sidewalks & crosswalk striping** and front the costs of construction. The City shall bill one-half of their construction costs **of sidewalks** to the School who agrees to make payment to the City within 18 months of billing.

The City agrees to paint and properly mark **(school staff will revise their signs to meet MUTCD specifications)** all **Crosswalks** along GB/SBB upon completion.

2. Stormwater Improvements. The School shall review stormwater issues at the location of the new school. All necessary stormwater improvements including detention facilities shall be constructed and maintained by the School as a condition of the CUP. All stormwater improvements shall be incorporated into the site plan for the new school.

3. Site Plan. The School agrees to submit a final site plan which includes all traffic improvements and stormwater improvements. The construction of the new school shall include the construction of all requirements included in the site plan.

4. Conditional Use Permit. If the School fails to construct the new school pursuant to the Final Site Plan the CUP shall be withdrawn by the City until such time as the required improvements

have been completed. No building permits shall be issued by the City until the conditions of the CUP have been met.

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

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

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

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

If to School: Moberly School District
 926 Shepherd Brothers Blvd.
 Moberly, Missouri 65270
 Attn: Superintendent of Schools

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.

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

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

9. 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.

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

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

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

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

CITY OF MOBERLY, MISSOURI
(the “City”)

By: _____
Mayor

ATTEST:

By: _____
Shannon Hance, City Clerk

Moberly School District

By: _____

ATTEST:

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: City Clerk
Date: July 5, 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 \$252,870.33.

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 July 5, 2022 in the amount of \$24,104.25.

SECTION 2: There is hereby appropriated out of the **Payroll Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 5, 2022 in the amount of \$1,012.35.

SECTION 3: There is hereby appropriated out of the **Parks and Recreation Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 5, 2022 in the amount of \$48,332.62.

SECTION 4: There is hereby appropriated out of the **Airport Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 5, 2022 in the amount of \$420.08.

SECTION 5: There is hereby appropriated out of the **Veteran Memorial Flag Project Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 5, 2022 in the amount of \$49.50.

SECTION 6: There is hereby appropriated out of the **Utilities OP & Maintenance Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 5, 2022 in the amount of \$54,335.34.

SECTION 7: There is hereby appropriated out of the **Capital Improvement Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 5, 2022 in the amount of \$3,125.56.

SECTION 8: There is hereby appropriated out of the **Route JJ Sewer Extension Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 5, 2022 in the amount of \$54,155.91.

SECTION 9: There is hereby appropriated out of the **2021 EDA Grant Projects Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 5, 2022 in the amount of \$8,384.25.

SECTION 10: There is hereby appropriated out of the **Emergency Telephone Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 5, 2022 in the amount of \$1,692.74.

SECTION 11: There is hereby appropriated out of the **Transportation Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 5, 2022 in the amount of \$51,255.00.

SECTION 12: There is hereby appropriated out of the **Street Improvement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 5, 2022 in the amount of \$5,189.78.

SECTION 13: There is hereby appropriated out of the **Downtown CID Sales Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 5, 2022 in the amount of \$212.95.

SECTION 14: 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 July 5, 2022 in the amount of \$600.00.

NOW, THEREFORE, the Moberly City Council authorizes these expenditures.

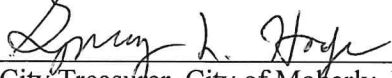
RESOLVED this 5th day of July 2022 by the Council of the City of Moberly, Missouri.

ATTEST:

Presiding Officer

Shannon Hance, 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.

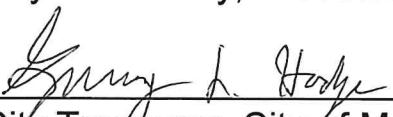


City Treasurer, City of Moberly, Missouri

**EXPENSES PAID JUNE 25 - JULY 1, 2022 FOR THE
FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE
JULY 5, 2022 APPROPRIATION RESOLUTION TOTAL.**

General Fund	\$	24,104.25
Payroll Fund	\$	1,012.35
Parks and Recreation Fund	\$	48,332.62
Airport Fund	\$	420.08
Veteran Memorial Flag Project Fund	\$	49.50
Utilities OP & Maintenance Fund	\$	54,335.34
Capital Improvement Trust Fund	\$	3,125.56
Route JJ Sewer Extension Fund	\$	54,155.91
2021 EDA Grant Project Fund	\$	8,384.25
Emergency Telephone Fund	\$	1,692.74
Transportation Trust Fund	\$	51,255.00
Street Improvement Fund	\$	5,189.78
Downtown CID Sales Tax Fund	\$	212.95
Downtown CID Property Tax Fund	\$	600.00
Total	\$	252,870.33

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

6/30/2022

Date

BANK# BANK NAME

CHECK# DATE

ACCOUNT# NAME

CHECK AMOUNT CLEARED MANUAL VOID REASON FOR VOID

24 DISBURSEMENTS

90358	7/01/2022	4664 A STROKE OF MAGIC	250.00
90359	7/01/2022	2903 ABAN PEST CONTROL INC	215.00
90360	7/01/2022	4693 ADVANCED TURF SOLUTIONS	791.04
90361	7/01/2022	6120 AMAZON CAPITAL SERVICES	495.61
90362	7/01/2022	6 AMEREN MISSOURI	15.97
90363	7/01/2022	30 WOOGEDY LLC	190.00
90364	7/01/2022	17 AT&T 5001	1,692.74
90365	7/01/2022	6245 AZAVAR	386.11
90366	7/01/2022	26 B & D LOCK & KEY	669.45
90367	7/01/2022	6879 BAILEY CHELSEA	25.00
90368	7/01/2022	3625 BARR ENGINEERING COMPANY	7,173.50
90369	7/01/2022	6880 BARRIENTOS SHARON	25.00
90370	7/01/2022	5176 BILLINGTON MARY	81.00
90371	7/01/2022	3048 BLUEGLOBES LLC	157.58
90372	7/01/2022	6881 BLYE MADISON	25.00
90373	7/01/2022	34 BOB'S TIRE, LLC	360.00
90374	7/01/2022	5057 BOONE ANTHONY G.	3,049.68
90375	7/01/2022	6853 BOUND TREE MEDICAL LLC	21.29
90376	7/01/2022	424 BUTLER SUPPLY INC	464.26
90377	7/01/2022	4780 CAPITAL MATERIALS LLC	1,161.30
90378	7/01/2022	330 CARPENTER STREET BAPTIST CHURCH	100.00
90379	7/01/2022	6842 CLEAVINGER HADLEY	150.00
90380	7/01/2022	6882 COLE KATHRYN	25.00
90381	7/01/2022	4327 COLE-PARMER	142.75
90382	7/01/2022	3063 CONLEY FOREST DO	120.00
90383	7/01/2022	84 CORRECTIVE ASPHALT MATERIALS L	51,255.00
90384	7/01/2022	5797 DA-COM	209.89
90385	7/01/2022	6884 DAVIS DANA	25.00
90386	7/01/2022	6886 DAVIS ELIZABETH	100.00
90387	7/01/2022	5869 DEJONGE BRUCE	2,475.00
90388	7/01/2022	6874 DICKSON RON	270.00
90389	7/01/2022	6596 ELEVATE EQUIPMENT & CONCRETE	27.98
90390	7/01/2022	5902 ENERGY SOLUTIONS PROFESSIONALS	15,668.00
90391	7/01/2022	1527 ESRY DANIEL	540.00
90392	7/01/2022	3103 FASTENAL COMPANY	108.11
90393	7/01/2022	6888 FELTNER JEFF	200.00
90394	7/01/2022	4724 FUEMMELER RENAE	100.00
90395	7/01/2022	702 FUSSELMAN SALVAGE CO	39.70
90396	7/01/2022	704 GALLS LLC	239.94
90397	7/01/2022	6890 GLORY SOFTBALL	450.00
90398	7/01/2022	6363 GREATLIFE KC	400.00
90399	7/01/2022	6892 GUNN MEG	200.00
90400	7/01/2022	6894 HALL MARY	25.00
90401	7/01/2022	298 HARLAN ELECTRIC & CONTROLS LLC	650.00
90402	7/01/2022	1338 HAWKINS INC	725.00
90403	7/01/2022	5721 HOWE COMPANY LLC	30,283.41
90404	7/01/2022	2787 IDEXX DISTRIBUTION CORP	627.63
90405	7/01/2022	5650 IMIN CONTROLS LLC	580.00
90406	7/01/2022	5591 INOVATIA LABORATORIES LLC	793.00
90407	7/01/2022	2812 JACOBS ENGINEERING GROUP INC	26,379.31
90408	7/01/2022	3514 CHAPPYS, LLC	7,500.00

BANK#	BANK NAME							
CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
90409	7/01/2022	5974	JEFFRIES ELECTRICAL SVC INC	953.30				
90410	7/01/2022	992	KIWANIS OF MOBERLY	888.00				
90411	7/01/2022	579	LAND/CHARITON COUNTY CONCRETE	1,005.50				
90412	7/01/2022	679	MARTECK	200.00				
90413	7/01/2022	6441	MARTIN TAYLOR	426.00				
90414	7/01/2022	6895	MATHEIS KEVIN	25.00				
90415	7/01/2022	6897	MEANS TAYLOR	25.00				
90416	7/01/2022	6475	MESSER KENNEDY	476.00				
90417	7/01/2022	1079	MISSION COMMUNICATIONS LLC	6,483.60				
90418	7/01/2022	2889	MISSOURI DEPART OF CORRECT	787.50				
90419	7/01/2022	640	MISSOURI MUNICIPAL ATTORNEYS A	55.00				
90420	7/01/2022	72	MISSOURI PARK AND RECREATION A	3,134.00				
90421	7/01/2022	6442	MITCHELL COLBY	.00			VOID:	
90422	7/01/2022	6442	MITCHELL COLBY	599.00				
90423	7/01/2022	186	MITCHELL TRAVIS	105.00				
90424	7/01/2022	6906	MO DEPT NATURAL RESOURCES	25,468.79				
90425	7/01/2022	2798	MOBERLY AREA COUNCIL OF THE AR	1,000.00				
90426	7/01/2022	6404	MOBERLY COMMUNITY BETTERMENT	1,500.00				
90427	7/01/2022	1935	MOBERLY MONITOR INDEX	40.00				
90428	7/01/2022	4354	MOORE & SHRYOCK LLC	1,500.00				
90429	7/01/2022	3121	NATIONAL RECREATION & PARK	675.00				
90430	7/01/2022	4321	NORTHERN MO COMMUNITY FDN	1,000.00				
90431	7/01/2022	366	PALMATORY'S	1,845.54				
90432	7/01/2022	5807	PALMER ROBYN	25.00				
90433	7/01/2022	6898	PEA RIDGE FOREST	690.00				
90434	7/01/2022	6900	PEARMAN RACHEAL	25.00				
90435	7/01/2022	2822	PEPSI-COLA	1,825.25				
90436	7/01/2022	6902	PERKINS NORMAN	25.00				
90437	7/01/2022	2596	PLUMB SUPPLY COMPANY-MOB	490.83				
90438	7/01/2022	3090	POEPPING STONE BACH &	7,500.00				
90439	7/01/2022	6551	PRO PUMPING & HYDROJETTING LLC	4,822.50				
90440	7/01/2022	2593	RANDOLPH COUNTY RECORDER	3.00				
90441	7/01/2022	3100	REBARCO, LLC.	40.00				
90442	7/01/2022	2977	RICKETTS FARM SERVICE INC	480.00				
90443	7/01/2022	6643	ROAD RUNNER LOW VOLTAGE	5,840.30				
90444	7/01/2022	6681	ROSENBAUER SOUTH DAKOTA LLC	1,000.00				
90445	7/01/2022	6903	ROWE DELEESHIA	100.00				
90446	7/01/2022	6905	SANDERSON JESSICA	25.00				
90447	7/01/2022	1061	SCHOFIELD NANCY	100.00				
90448	7/01/2022	617	SCHULTE SUPPLY INC	1,226.32				
90449	7/01/2022	2791	SENIOR AMERICANS MULTIPURPOSE	4,000.00				
90450	7/01/2022	3062	SHERWIN WILLIAMS	212.95				
90451	7/01/2022	2610	BRENDLINGER ENTERPRISES INC	492.00				
90452	7/01/2022	5805	SMITH THERESA	175.00				
90453	7/01/2022	6136	SPILMAN WILLIE	50.00				
90454	7/01/2022	5700	STAPLES	.00			VOID:	
90455	7/01/2022	5700	STAPLES	1,778.63				
90456	7/01/2022	5758	STARGUARD ELITE LLC	1,400.00				
90457	7/01/2022	6321	SURVEYING & MAPPING LLC	375.00				
90458	7/01/2022	6162	SWALLOW TROPHY & ENGRAVING	49.50				
90459	7/01/2022	4999	SWARTZ MADELINE	25.00				
90460	7/01/2022	5995	ARTAFAX, INC	6,000.00				
90461	7/01/2022	2640	THOMAS HILL PUBLIC WATER SUPPL	379.34				

BANK# BANK NAME

CHECK# DATE

ACCOUNT# NAME

CHECK AMOUNT

CLEARED

MANUAL

VOID

REASON FOR VOID

90462	7/01/2022	4812	2RY ENTERPRISE LLC	1,580.00				
90463	7/01/2022	1489	TITAN INDUSTRIAL CHEMICALS LLC	1,012.10				
90464	7/01/2022	6374	UNIFIRST CORPORATION	356.20				
90465	7/01/2022	1562	UNITED FIRST AID & SAFETY,LLC	185.82				
90466	7/01/2022	2643	UNITED WAY	1,012.35				
90467	7/01/2022	2223	US CELLULAR	349.76				
90468	7/01/2022	2644	USA BLUE BOOK	2,017.00				
90469	7/01/2022	6851	WALKER HANNAH	350.00				
90470	7/01/2022	5298	ZAMKUS AND ASSOCIATES LLC	1,000.00				

* See Check Summary below for detail on gaps and checks from other modules.

BANK TOTALS:

OUTSTANDING	252,870.33
CLEARED	.00

BANK 24 TOTAL	252,870.33
---------------	------------

VOIDED	.00
------------	-----

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
100 GENERAL FUND	24,104.25	24,104.25	.00	.00
105 PAYROLL FUND	1,012.35	1,012.35	.00	.00
115 PARKS & RECREATION FUND	48,332.62	48,332.62	.00	.00
120 AIRPORT FUND	420.08	420.08	.00	.00
140 VETERAN MEMORIAL FLAG PRJ	49.50	49.50	.00	.00
301 UTILITIES OP & MAINT	54,335.34	54,335.34	.00	.00
304 CAPITAL IMPROVEMENT TRUST	3,125.56	3,125.56	.00	.00
314 ROUTE JJ SEWER EXTENSION	54,155.91	54,155.91	.00	.00
350 2021 EDA GRANT PROJECTS	8,384.25	8,384.25	.00	.00
400 EMERGENCY TELEPHONE FUND	1,692.74	1,692.74	.00	.00
600 TRANSPORTATION TRUST FUND	51,255.00	51,255.00	.00	.00
601 STREET IMPROVEMENT FUND	5,189.78	5,189.78	.00	.00
911 DOWNTOWN CID SALES TAX	212.95	212.95	.00	.00
912 DOWNTOWN CID PROP TAX	600.00	600.00	.00	.00

ACCOUNTS PAYABLE CHECK REGISTER
*** CHECK SUMMARY ***

#14.

BANK#	BANK NAME	DESCRIPTION
CHECK#		

24 DISBURSEMENTS

90358 Thru 90470 Accounts Payable Checks

City of Moberly

City Council Agenda Summary

Agenda Number: #15.
 Department: Comm. Dev.
 Date: July 5, 2022

Agenda Item: Appointment Of Two Members To The Airport Advisory Board.

Summary: Two (2) terms for the Airport Advisory board expire in July. We advertised for applicants and received two (2) applications that are attached: Lori Miller and Wren Johannaber.

Recommended

Action: Appoint two people to the Airport Advisory Board.

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 checked="" 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

City of

Moberly!

Board/Commission Application Form

Individuals serving on boards or commissions play an important role in advising the City Council on matters of interest to our community and its future. For the most part, Board and Commission members must be residents of City of Moberly. When a vacancy occurs, an announcement of that vacancy will be posted. The City Council will review all applications. The appointment will be made at a formal City Council meeting. Appointees serve as unpaid volunteers.

This application is a public document and as such it or the information it contains may be reproduced and distributed. This application will remain active for two years and you will automatically be considered for any vacancy occurring during that time.

Name of Board or Commission: Airport Advisory Board Date: 6-1-2022

Your Name: Lori Miller Street Address: #4 Fair Oaks

Phone number(s): (evening) 660-998-1386 (day) 660-998-1386

Email: lori@theprecisionline.com

Do you live within the corporate limits of City of Moberly? Yes / No

How long have you been a resident of City of Moberly? Yes, resident since 1983 approx. (prior 1959-1977)

Occupation: Printing Sales / Business Owner Employer: Precision Printing

Optional Questions (use back of application if necessary)

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

Seeking a second term. (See prior application for detailed specifics) Married to Roy Miller (pilot, airplane builder / restorer) and his partner in Miller Wings with leased hangar space (2) at the Omar N Bradley airport. Experience of visiting many FBO's across the country and their operation.

Have a second home at Spruce Creek Fly-In, the largest live-in airpark and observe and abide by their POA and airport operations. Skills are in management, clerical and have marketing / communication degrees from Truman State University.

What particular contributions do you feel you can make to this board or commission?

Experienced business owner who understand budgets, operations and policies. Knowledgeable and nvolved in the Moberly (Randolph County) community for over 60 years. Have vocations understanding of airplanes and airport operations.

I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:

1. Dennis Snodgrass (current board member) Phone:
2. Bill Stuart Phone: 573-442-5300
3. Shirley Olney / Tom Sanders Phone: 660-269-8705


Signature of Applicant

*Additional Information may be attached to this form.

Return to: City of Moberly, 101 West Reed Street, Moberly, MO 65270

City of

Moberly!

Board/Commission Application Form

Individuals serving on boards or commissions play an important role in advising the City Council on matters of interest to our community and its future. For the most part, Board and Commission members must be residents of City of Moberly. When a vacancy occurs, an announcement of that vacancy will be posted. The City Council will review all applications. The appointment will be made at a formal City Council meeting. Appointees serve as unpaid volunteers.

This application is a public document and as such it or the information it contains may be reproduced and distributed. This application will remain active for two years and you will automatically be considered for any vacancy occurring during that time.

Name of Board or Commission: AirportDate: 6/14/22Your Name: Wren SchenbergerStreet Address: 615 E Elm St HuntsvillePhone number(s): (evening) 573-473-6369 (day) same

MO 65259

Email: edjeavitation116@gmail.comDo you live within the corporate limits of City of Moberly? Yes ☒ No ☐How long have you been a resident of City of Moberly? Don'tOccupation: AMTEmployer: SELF**Optional Questions (use back of application if necessary)**

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

I'm a pilot / Mechanic

What particular contributions do you feel you can make to this board or commission?

My Knowledge of Aircraft and Airport operations

I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:

1. Roy MillerPhone: 660 651 53292. Tom SandersPhone: 660 353 15053. Debbie SnodgrassPhone: 660 651 0541Wren Schenberger

Signature of Applicant

*Additional Information may be attached to this form

Return to: City of Moberly, 101 West Reed Street, M