

A G E N D A
WORK SESSION
City of Moberly
October 04, 2021
6:00 PM
AMENDED AGENDA

Requests, Ordinances, and Miscellaneous

1. Review Of An Agreement With State Of Missouri Fuel Card Program.
2. A Request From YMCA To Hold Their Annual 2021 Turkey Trot 5K November 25, 2021.
3. Receipt of Bids For A Supervisor Vehicle For The Moberly Fire Department.
4. An application submitted by Redhead Properties Family Trust requesting a zoning change from a R-1 (Single-Family Residential District) to an R-3 (Multifamily Dwelling District) for the property located at 317 Patton Street.
5. A Resolution Approving A Lease Agreement With Marine Toys For Tots Foundation For Property Located At 218 W Reed Street And Authorizing The City Manager To Execute The Lease.
6. Review Of A Lease Agreement With Rosenbauer South Dakota, LLC For Rental Of A Fire Pumper Truck For The Moberly Fire Department.
7. Review Of A Financing Proposal For A Rosenbauer Pumper For The Moberly Fire Department.
8. Review A Purchase Option For A Used Aerial Truck from Shawn Locklear For The Moberly Fire Department.
9. Discussion of Graves Sanford Airport Leases.

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #1.

Department: Comm. Dev.

Date: October 4, 2021

Agenda Item: Review Of An Agreement With State Of Missouri Fuel Card Program.

Summary: The City of Moberly has maintained our own fuel system at the Street Department location for many years now. The current UST's that we have are at the end of their life expectancy (25 years) and we have a very high-water table out there. Below is a report I got from Tim Grimsley who oversees the fuel system, maintenance and insurance fund for the UST's;

I met with Jarod from mid-state petroleum about our UST's and discussed installing an above ground tank system. Jarod and one of his engineers looked at what we had going on. The structural life of a plastic underground tank is 25-30 years, we are at the 25-year mark now, we have had numerous problems within the last year on these tanks and currently are in the process of getting a quote for the spill bucket repairs on both tanks as well as the overfill floats, these repairs are necessary to stay compliant with Missouri petroleum tank insurance fund and keep our liability insurance for these tanks. As you know we have to do yearly testing on these tanks as well as all underground piping from tanks to dispensers. I think the water entry problem we had last week on the unleaded tank has been repaired for now, but we haven't refilled that tank as of yet, as I am watching the tank monitor to verify that were not getting any more water in it. I think this episode is just an indication of things to come with these tanks at their age. Jarod is putting together a quote for me for installing (2) new 2000-gallon AST's with new dispensers at our current dispenser location under the awning east of the shop. An AST system does not require annual testing or liability insurance with MO PTIF. He is also giving me a quote on removing the UST's. There is a strict process we have to go through for closing UST's. The main issue with our UST's is that the water table at this location is so high that the tanks are constantly surrounded by water, even in the heat of summer which makes it difficult to keep water out of them. The older the tanks are the more difficult it is. We currently have a 2000-gallon unleaded UST and a 6000-gallon diesel UST and if we installed ASTs I see no reason to have that big of a diesel tank as we order fuel weekly, and MFA is just across the street. (2) 2000-gallon tanks should work just fine, and we can also still utilize our fuel master tracking system with the AST's. As I stated earlier I still have some repairs that need to be made now to our tanks to stay in compliance with MO PTIF. I will get this done but I think this is only the tip of the iceberg.

After more discussion, we need to budget for the UST removals next year and while we are considering putting in the AST's, but we would still have old underground piping to the dispensers, have to replace dispensers and I am not sure the cost for these and the liability of maintaining the fuel on-site anymore is enough benefit when each vehicle or employee that operates a vehicle could use the State of Missouri Fuel Card Program which cuts cost, has good security measures in place, allows us to track online spending and is no cost to participate. As we go through repairs, replacement or removal of our fuel system, this would be

purchases and to start evaluating if we want to utilize this exclusively for fleet fuel

WS #1.

Recommended

Action: Direct staff to bring to the October 18th Council meeting for final approval

Fund Name:

Account Number:

Available Budget \$:

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey**

Council Member

M___ S___ **Brubaker**

M___ S___ **Kimmons**

M___ S___ **Davis**

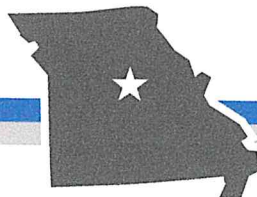
M___ S___ **Kyser**

Passed

Failed

STATE OF MISSOURI FUEL CARD PROGRAM

WS #1.



CONTRACT NO. CC160898001

BETTER SAVINGS

Get monthly rebates based on gallons purchased

Use electronic billing to reduce administrative costs

Participation is **FREE** — no enrollment, setup, or card fees

BETTER SECURITY

Manage spending with purchase limits you control

Use Driver IDs at the pump to help prevent fraud and misuse

BETTER ACCOUNTING

Track spending online and see fuel grade, cost per gallon, and sales tax for every purchase

Download monthly reports including exception reporting

Tax exemption and reporting available for qualified fleets

A BETTER EXPERIENCE



APPLY TODAY

State of Missouri Fuel Card Contract No. CC160898001

FAX the enclosed addendum to 1-866-527-8873

WEXG_236921_DM MO 3/20

FOR MORE INFORMATION

CALL 1-866-527-8870 | wexinc.com/Missouri

**ADDENDUM TO THE FUEL CARD SERVICES AGREEMENT BETWEEN
WEX BANK ("WEX") AND SOURCEWELL (FORMERLY THE NATIONAL JOINT POWERS ALLIANCE
(NJPA)) FOR THE STATE OF MISSOURI UNDER CONTRACT # CC16089001**

CREDIT INFORMATION

Participating Entity has requested a credit account pursuant to the Agreement #042016-WEX (the "Agreement"), entered into between the Sourewell (formerly National Joint Powers Alliance ("NJPA")) and WEX Bank ("WEX") as adopted by the State of Missouri through the execution of Missouri Contract # CC16089001. By enrolling in this Program, the Participating Entity named below agrees that in the event their account is not paid as agreed, WEX may report the undersigned's liability for and the status of the account to credit bureaus and others who may lawfully receive such information.

Participating Entity			Phone #	Fax#
Headquarters Name and Physical Address (Do not include PO Box)				
Sourewell (formerly NJPA) Member ID Number			Applicant's Taxpayer ID # (TIN, FEIN or SSN)	
In Business Since (yyyy)	Year of Incorporation (yyyy)	Number of Vehicles	Avg Monthly Fuel Expenditures \$	Avg Monthly Service Expenditures \$

ACCOUNT SETUP INFORMATION

Write Participating Entity name as you wish it to appear on cards. Limit of 20 characters & spaces. Unless specified, no company name will appear on cards.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Billing Contact	Billing Address	City	State	Zip+4
Designate the Fleet Contact authorized to receive all charge cards, reports, and other such information we provide from time to time and to take actions with respect to your account and account access. This is also the person designated by your company to provide all fleet vehicles, driver and other information we may request.				
Authorized Fleet Contact Name	Title	Phone #	Fax #	
Mailing Address (if different from billing address)	City	State	Zip+4	
Email address (required to take advantage of product type card controls)				

☐ Check here if business is exempt from motor fuels tax

TERMS

1. This Addendum is to allow the Participating Entity to participate under the Agreement between WEX and Sourewell (formerly NJPA) as adopted by the State of Missouri through the execution of Missouri Contract #CC16089001. It does not modify, amend or change the Agreement or Missouri Contract #CC16089001 in any way.
2. Participating Entity hereby requests the services of WEX described in the Agreement as adopted by the State of Missouri through the execution of Missouri Contract # CC16089001, and agrees to perform all duties required under the Agreement, including, without limitation, timely payment of all charges (including any additional fees) on its account(s). Participating Entity agrees to be bound by the terms and conditions of the Agreement as adopted by the State of Missouri through the execution of Missouri Contract # CC16089001, including, without limitation, rules for authorized and unauthorized use of cards, disputes of charges, reporting lost and stolen cards, and all other rules and provisions relating to use of Participating Entity's account.
3. Participating Entity acknowledges that its failure to make timely payment in accordance with the terms of the Agreement and Missouri Contract #Cc16089001 may result in suspension or cancellation of the account(s).

INFORMATION SHARING DISCLOSURE: Information regarding your transactions may be provided to Sourewell (formerly NJPA) accepting merchants or their service providers.

Compliance with Federal Law: WEX Bank complies with federal law which requires all financial institutions to obtain, verify, and record information that identifies each company or person who opens an account. What this means for you: when you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents for your business.

DISCLAIMER: THIS IS AN APPLICATION FOR SERVICES AND SHALL NOT BE BINDING UPON WEX UNTIL FINAL CREDIT APPROVAL HAS BEEN GRANTED BY WEX.

4. WEX Bank shall pay financial incentives in accordance with the terms and conditions set forth in the Agreement between WEX and Sourewell (formerly NJPA) and Missouri Contract #CC16089001.

PARTICIPATING ENTITY AUTHORIZED SIGNATURE REQUIRED

Any person signing on behalf of the Participating Entity has been duly authorized by all necessary action of Applicant's governing body, and that the undersigned is authorized to make this application and accept the terms referenced herein on behalf of the Participating Entity.

Signature: _____
Title: _____

Print Name: _____
Date: _____

Complete and sign addendum. Fax to 1- .

FOR OFFICE USE ONLY	Oppty Number	Sales Code	Plastic Type	Coupon Code QM1	Account Number 04
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Direct City of Moberly

City Council Agenda Summary

Agenda Number: WS #2.
 Department: Police
 Date: October 4, 2021

Agenda Item: Request from YMCA to hold the 2021 Turkey Trot 5K November 25, 2021

Summary: Request to hold the 2021 Turkey Trot 5K on November 25, 2021. This is a fundraiser for the Randolph County YMCA. Race will begin in the 200 block of N 5th. Runners will travel south on 5th St to Fisk Ave. Turn west onto Fisk Ave, travel to Rothwell Park Rd and Fisk Ave, turn north into Rothwell Park travel to the James Youth Cabin. Turn right at the James Youth Cabin, and travel east across the dam to Holman Rd at the war memorials. Turn south on Holman Rd, to W Reed St. Turn east on W Reed to Hagood St, cross Hagood onto Adams Street and continue east to Johnson St, cross Johnson St and continue east on W Reed St to 5th St, turn north on 5th street to the finish line in front of 214 N 5th Street. Contact person is Jamie Shirk, 660-263-3600. Expect 150 to 200 participants; expect 15-20 people to assist with the 5K. Registration begins at 7am race begins at 8am.

Recommended Action Direct staff to bring to the October 18th Council meeting for final approval.

Fund Name:

Account Number:

Available Budget \$:

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Davis** _____

M___ S___ **Kyser** _____

Passed Failed

City of

Moberly!

WS #2.

Police Department
Troy Link
Interim Chief of Police
223rd Session FBI Academy

300 N Clark Street
Moberly, MO 65270
Phone: 660-263-0346
Fax: 660-263-8540

Walk/Run Application Permit

Application Date: 9/20/2021
(Note: Application Date must be received by staff sixty (60) days prior to the event)

Requested Date of event: 11/25/2021

Purpose of event: Turkey Trot 5K - YMCA Fundraiser

Name of event director: Jamie Shirk

Contact phone, & Address of director: 660 263 3600, 1000 Sheperd Brothers Blvd,
Moberly, MO 65270

Approximate number of participants: 150-200

Route requested, Begin & End Time: Begin at Sundance Embroidery - 214 N. 5th Street
downtown. Then South on 5th Street, west on Fisk Ave, north on
Rothwell Park Dr., turn right at the James Youth Center. South on Holman Rd,
east on Reed St., north on Hagood St., east on Adams, south on
Johnson St., east on Reed St., north on 5th St., finish at
Sundance Embroidery, downtown. Registration begins at 7am with the
(Please include a map diagram showing start to finish)

Will the route/streets be marked? Yes: X No: _____
Will the organization furnish personnel to assist with the event?
Yes: X No: _____ If yes, how many? 15-20
race starting at
8am Thanksgiving
morning.

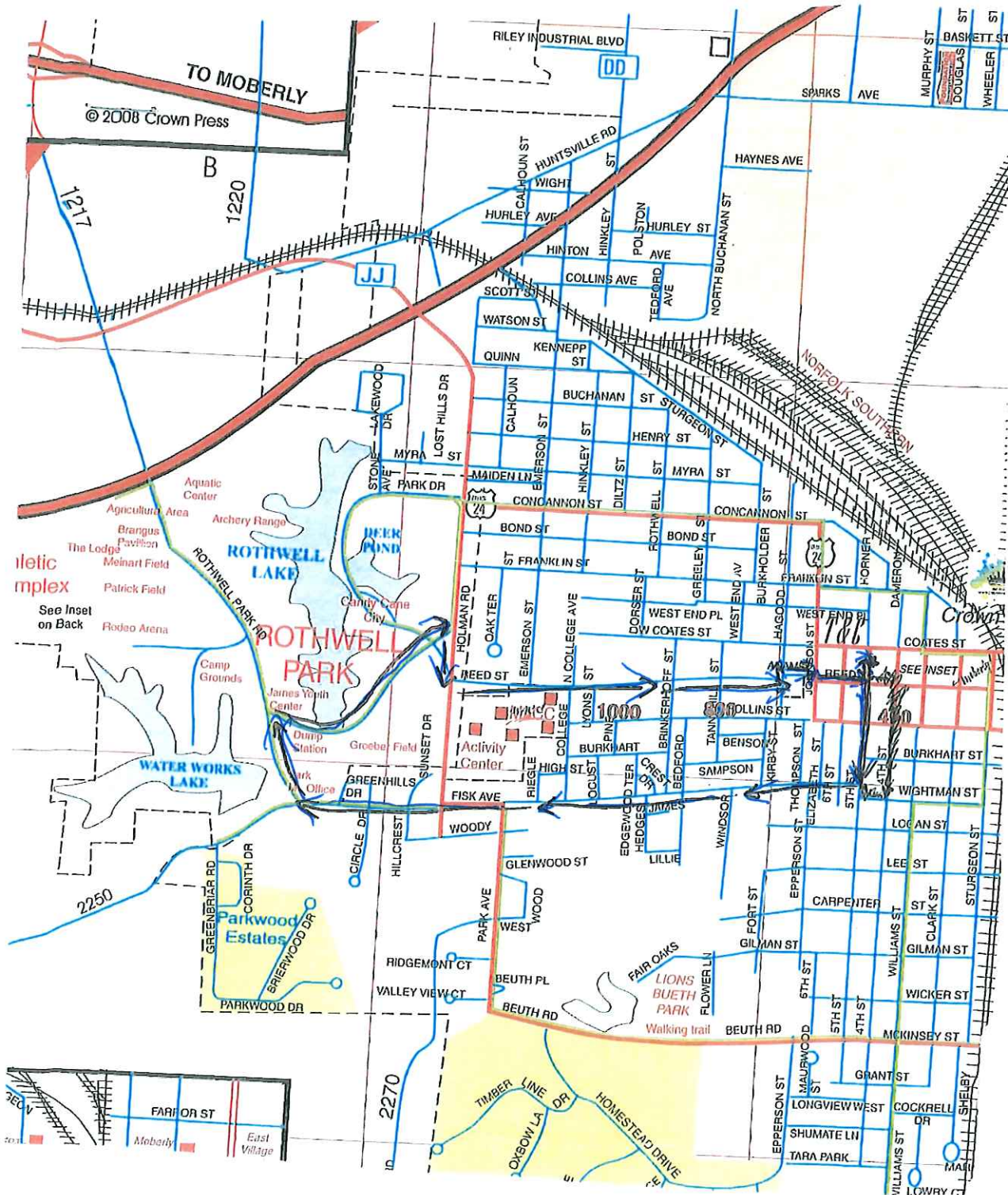
Signature of applicant: Jamie Shirk

Approved: X Declined: _____

Authorizing Official: [Signature] Date: 0927 21

Emergency services assistance to monitor traffic may be provided for a period of time up to one (1) hour after the race begins.

❖ No permanent paint may be used on roads or trails. Only spray chalk or temporary paint with a life of not more than 30 days may be used.



City of Moberly

City Council Agenda Summary

Agenda Number: WS #3.

Department: Fire

Date: October 4, 2021

Agenda Item: Receipt of Bids For A Supervisor Vehicle For The Moberly Fire Department

Summary: This fiscal year, the City had budgeted \$37,000.00 for the replacement of a supervisor vehicle in the Fire Department. The Department proceeded to request quotes/bids from multiple dealerships, based on government pricing with specified options. The Department received quotes via email from Moberly Motors, Joe Machens, Jim Butler, Don Brown and Bob McCosh. All parties were instructed to provide a sealed bid to the City Clerk by 10 AM on September 24, 2021.

Two bids were received (Moberly Motors and Joe Machens).

This is a budgeted expense.

Recommended Action: Direct Staff To Bring To The October 18, 2021 Council Meeting For Final Approval

Fund Name: Capital Improvement Plan

Account Number: 100.008.5502

Available Budget \$: 37,000.00

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Davis** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

CITY OF MOBERLY

"BID OPENING"
Sign-In SheetDate: 9.24.2021NameCora WoodinDon RyanCompanyCity of MoberlyMoberly Fire Dept.

CITY OF MOBERLY

"BID OPENING"

Date: 9-24-2021

Joe Mackens

\$ 36,848.⁰⁰ pickup only

moberly motors

\$ 38,655.⁰⁰ pickup + equip.

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

**CITY OF MOBERLY, MISSOURI - NEW COMMAND SUPERVISOR VEHICLE
INVITATION FOR BIDS.**

Sealed bids for the purchasing of a new command supervisor vehicle for the Fire Department will be received by the City Clerk at the Moberly City Hall, 101 W. Reed, Moberly, MO until Friday, September 24, 2021, at 10:00 am., when they will be opened and read. Bid options will be provided by contacting the Moberly Fire Department, 310 N. Clark St., Moberly, MO 65270 and Chief Don Ryan @ 660-269-8705 Ext. 2035 or by emailing Chief Ryan at ryand@moberlyfd.com

Chief Don Ryan

**Moberly Fire Department
Command Vehicle –
Preferred Options**

4x4 Crew Cab Pickup ¾ Ton	10,000# GVWR or higher
Gas (V8 Engine)	Dual Batteries (if required)
Larger Alternator (if required)	Factory A/C
Power Steering	Tilt Steering Column
AM/FM Radio	Driver & Passenger Air Bag System
2 sets of keys	Painted Front & Rear Bumpers
Rear View Camera	6 ¾ ft. Box w/Sprayed Liner
Front Tow hooks	Running Boards
Full Spare Tire & Wheel	Automatic Transmission
Vinyl Interior (Seats & Floor Covering)	40/20/40 Front Bench Seat
Power Brakes 4-wheel Disc w/ABS	LT245/75R x 17E BSW All Season
Class IV Trailer Hitch Receiver 2.5"	4-Pin/7-Pin Wiring Harness
Interval Windshield Wipers	Power Windows
Power Door Locks	Remote Keyless-Entry Fob
Manual-Folding Power Glass Side View Mirrors	Power Tailgate Lock
Electronic Shift-on-the-Fly	Factory Cruise Control
Daytime Running Lights	110V/400W Outlet
Reverse Backup Alarm	Heavy Duty Front Suspension
Trailer Brake Controller	

This is to conform to a governmental bid.

Sealed bids for the purchasing of a new command supervisor vehicle for the Fire Department will be received by the City Clerk at the Moberly City Hall, 101 W. Reed, Moberly, MO until Friday, September 24, 2021, at 10:00 am., when they will be opened and read.

Bid options will be provided by contacting the Moberly Fire Department, 310 N. Clark St., Moberly, MO 65270 and Chief Don Ryan @ 660-269-8705 Ext. 2035 or by emailing Chief Ryan at ryand@moberlyfd.com

Thank You

Chief Don Ryan



Outfit for Life™

Dealer Information

Fletcher's Truck Caps & Accessories
1270 East Boone Industrial Drive
Columbia, MO 65202
Tel: 573-449-4397

Model

CX Classic

Truck Information

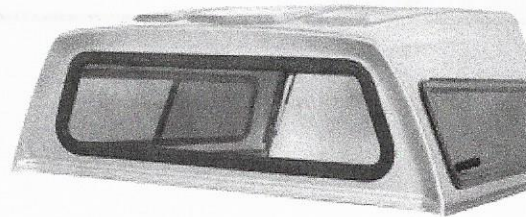
Truck Year: 2022
Truck Make: Ford
Truck Model: Super Duty (250/350/450/including Dually)
Truck Cab: Crew Cab
Truck Bed: 81.9 in.



Options

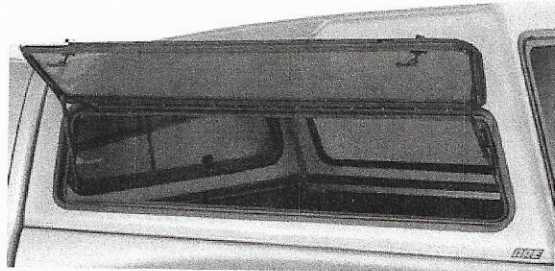
Front Cap Option

Aluminum Framed Picture Window



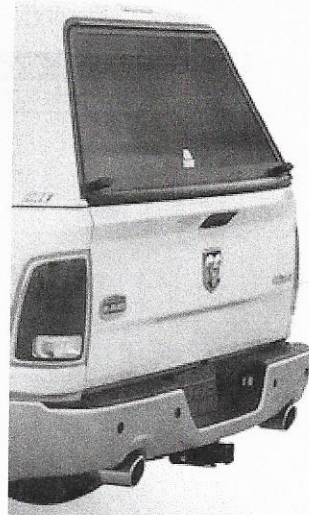
Side Window

Glass Windoor

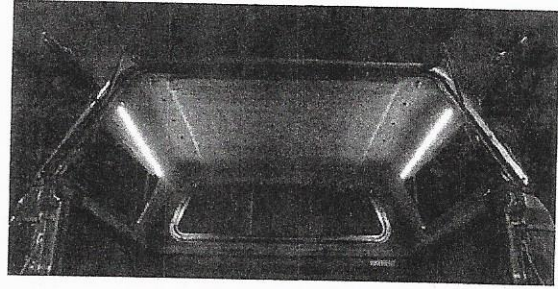


Rear Door

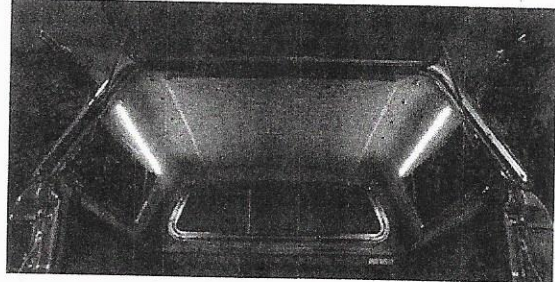
Aluminum Framed Double T Door



Interior Light Option
12V LED Dome Light & Dual Rope Lights

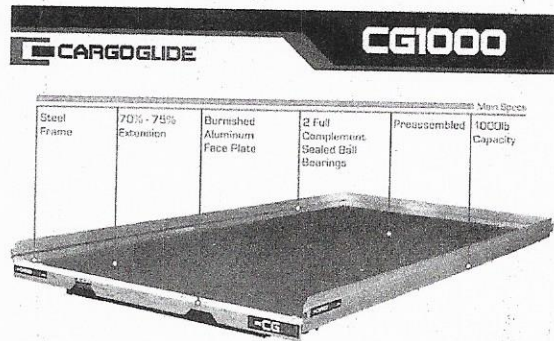


Prop Switch
Prop Switch For 12V LED Dome Light & Dual Rope Lights



Additional Accessories

CargoGlide Option
CargoGlide 1000 - 1000 lb Capacity



Disclaimer: Requesting a quote is not an order. Orders will be placed through and by your local A.R.E. dealer. Information provided throughout the build your own can be changed with the A.R.E. dealer you are sending the quote to. Availability of options is subject to change and is specific to truck make and model. Options listed throughout the build your own are not available on all truck makes and models. A.R.E. reserves the right to change options and availability at any time without notice.

ATTN: STATE OF CALIFORNIA CONSUMERS
⚠ WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.

© 2021 A.R.E. Accessories, LLC | 4are.com

Re: A.R.E. Additional Information Request

A.R.E. Accessories, LLC <contact@4are.com>

Mon 9/13/2021 5:19 PM

To: Donald Ryan <ryand@moberlyfd.com>

Fletcher's Truck Caps & Accessories

573-449-4397

Hello Donald Ryan,

Thank you for your interest in our premier line of truck accessories. We received your A.R.E. product inquiry. Here is a reminder of those details:

Your Truck Details: 2022 • Ford • Super Duty (250/350/450/including Dually) • Crew Cab • 81.9 in.

A.R.E. Model: CX Classic

Your Cap Build:

- Front Window: Aluminum Framed Picture Window
- Light Option: 12V LED Dome Light & Dual Rope Lights
- Prop Switch: Prop Switch For 12V LED Dome Light & Dual Rope Lights
- Side Window: Glass Windoor
- Rear Door: Aluminum Framed Double T Door
- CargoGlide Option: CargoGlide 1000 - 1000 lb Capacity

Your Comments: City of Moberly Fire Department is looking to put a topper on the rear of the new command vehicle that we are currently providing specs for with a dealer. I am not sure of the final vehicle color, but it is going to be "white" or "race red" as our final choices - so I didn't know if that would affect pricing.

Date Received: September 7, 2021 - 5:43:28 PM EDT

Your Cost*: The shell would be \$2692.00 include professional installation and the CargoGlide is \$1460.00 includes professional installation.

*This quoted price does not include all associated charges including, but not limited to, freight, installation, and taxes unless otherwise stated. This is not an order. To obtain exact pricing and place an order please contact our team to work through the necessary details.

If you have any additional questions please email, call, or stop in and see us. We look forward to outfitting your truck!

Thank you,
Russ Fletcher

Fletcher's Truck Caps & Accessories

1270 East Boone Industrial Drive
Columbia, MO 65202
USA

Dealership Phone

573-449-4397

Dealership Hours

Mon: 8-5:30

Tues: 8-5:30

Wed: 8-5:30

Thurs: 8-5:30


Driven by tradition.

City of Moberly Fire Department
310 North Clark Street
Moberly, Mo 65270

September 23, 2021

RE: Bid for (1) 2022 Ford F250 Crew Cab 4X4 Pickup - (3/4) Ton

Moberly Motor Company would like to submit the following bid
Specifications and pricing for your consideration.

2022 Ford F250 4X4 Crew Cab Pickup - XL Trim Level.

W2B - 4 Wheel Drive	160" wheelbase - 6 ¾ ft Box
99N - 7.3L V8 Engine	44G - 10-sp Automatic Transmission w/Drive Modes
X35 - 3.55 Rear Axle Ratio	10,000# GVWR
600A Pkg - XL Trim Series	\$10.00 Gasoline
Z1 - White Exterior Color	AS - 40/20/40 Front Bench Seat – Gray Vinyl
Black Vinyl Floor Covering	Power Brakes 4-Wheel Disc w/ABS
Front Tow Hooks	512 - Spare Tire & Wheel
Factory Air Conditioner	TD8 - (4) LT245/75R X 17E BSW All Season
Power Steering	TPMS – Tire Pressure Monitoring Sys
Tilt Steering Column	Class IV trailer hitch receiver 2.5"
AM/FM Radio	4-pin/7-pin wiring harness
Dr & Pass Air Bag System	Interval Windshield Wipers
86M - Dual Batteries	90L - Power Equipment Group
67B - 397 Amp Alternator	Power Windows - Power Door Locks
2 Sets of Keys	Remote Keyless-Entry Fob
Painted Front & Rear Bumpers	Manual-folding, Power Glass Side View Mirrors
3 year / 36,000-mile warranty	Power Tailgate Lock
Rear View Camera – Center Stack Screen	Electronic Shift-on-the-Fly (ESOF)
525 - Factory Cruise Control	942 - Daytime Running Lights
43C - 110V / 400W Outlet	76C - Reverse Backup Alarm System
67H - Heavy Duty Front Suspension	52B - Trailer Brake Controller

2022 F250 Crew Cab 4X4 Pickup \$ 34,631

Amount due at delivery – Check – No Credit Card



1520 North Morley, P.O. Box 249, Moberly, MO 65270

T (660) 263.6000 | T (800) 798.6006 | F (660) 263.1817 | ford@moberlymotors.com | www.moberlymotors.com

Equipment provided and installed by Fletcher's Truck Accessories

Are Fiberglas Front Cap with Side Opening Access – Driver & Passenger

Rear Door Access – included

CargoGlide Shelf – 1,500 lb. capacity

Optional Equipment **\$4,024** (no sales tax)**Pickup and Optional Equipment Total Amount \$ 38,655***Amount due at delivery – Check – No Credit Card***Electronic Shift-on-the-Fly (ESOF)** – The 4X4 system has two (2) available drive settings.**1st setting** is the “Automatic” – Electric motor shifts the transfer case into selected drive settings – 2H – 4H or 4L – This is the Electronic Shift-on-the-Fly mode – Front Hubs – (Front HubLock) are in the AUTO Setting letting the Continuous Vacuum Hublock (CVH) engage / disengage the front hubs automatically as needed.**2nd setting** is the “LOCK” - Front Hubs are set to “LOCK” allowing the driver to LOCK the hubs in continuously. This setting has more wear on the front drive components. Both methods provide 4 Wheel Drive performance operation of the driveline.

Thank You for the opportunity to give you pricing on the above unit. Please let me know how you would like me to proceed from this point. Warranty is 3 year / 36,000 mile plus Power Train 5 year / 60,000 miles. Build date will be as soon as possible by the manufacture.

Sincerely,



Dean Miller
Moberly Motor Company

August 24, 2021

State Contract # CC210581002

Moberly Fire

Subject: Joe Machens Proposal on a **2022 Ford F250 Crew Cab 4x4 (full 4 door)**

To: Whom it May Concern;

As per the requested proposal on a 2022 Ford F250, Joe Machens Ford proposes the following. The Ford F250 includes the factory standard options. The Ford F250 includes the State Contract standard options and others as noted below.

Line #234 Price – Included Equipment

\$28,433 – Line 234 / X2B / 148 – 2022 Ford F250 Super Cab 4x4 (X2B)	
6.2L V8 fuel injected gasoline engine (996)	Speed Control and Tilt wheel (525)
Mfr. std rear end axle ratio	Manual Windows, Locks, Mirrors
Automatic Transmission	Vinyl Flooring
Air conditioning	Cloth Bench type Seat 40/20/40 (1S)
Frontal and Side Impact Air Bags	2 sets of keys
Painted Grey Bumpers	6.75' Short Bed (148)
AM/FM Radio	Daytime Running Lights
Std. GVWR	Shift on the Fly
Std. Receiver Hitch, 4/7 pin wiring	Tow Mirrors
Brakes, 4-wheel ABS	Bluetooth
Std. LT Tires - LT245/75Rx17E BSW A/S (TD8)	Rear Camera
Full spare tire and wheel (512)	

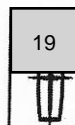
Added Optional equipment (Price – Dealer Code – Option) (Included in Total below):

\$2,990 – Line 248 / W2B / 160 – Crew Cab in lieu of Super Cab
\$2,040 – Line 250 / 99N – 7.3L V8 Gas Engine (non FFV) in lieu of 6.2L V8 Gas
\$115 – Line 384 / 67B – 397 Amp Alternator (**req'd w/ 7.3L V8**) (7.3L V8 & 6.7L Diesel only)
\$210 – Line 384 / 86M – Dual Batteries (**req'd w/ 7.3L V8**)
\$1,110 – Line 241B / 90L – Power Windows, Locks, Mirrors and Key Fobs (Crew Cab)
\$650 – Line 252 / LNX – Tow Pkg / Spray Liner
\$120 – Line 235 / 67H – HD Service Front Suspension
\$270 – Line 244 / 52B – Trailer Brake Controller
\$440 – Line 253 / 18B – Running Boards (Factory)
\$240 – Line 384 / 76R – Reverse Vehicle Aid Sensors
\$140 – Line 384 / 76C – Exterior Back up Alarm
\$90 – Line 384 / 43C – 110 / 400W Outlet
\$0 – PQ – Exterior Color: Race Red
\$0 – Line 384 / AS – Interior: Grey Vinyl 40 / 20 / 40 Bench Seat, rear bench in lieu of Cloth
\$0 – Line 385 / JMF – Customer pick up...or...\$150 – Delivery per

Total**\$36,848 per (2022 Ford F250 Crew Cab 4x4) (full 4 door)****(Ordering ends 11/12 and Ford could move up this date without notice)****(More than likely there will NOT be Super Duty's on Contract all of next year either)****Other Options to consider (Add to Total above if desired):**

\$9,740 – Line 249 / 99T – 6.7L Diesel Engine in lieu of 6.2L V8 Gas
\$420 – Line 247 / 176 – 8' Long Bed in lieu of 6.75' Short Bed
\$390 – Line 235 / X3E – 3.73 Limited Slip Axle

...continued on following pages...



LINCOLN

1911 W. Worley • Columbia, MO 65203 • (573) 445-4411 • (800) 745-4454 • www.machens.com

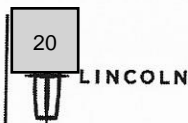
- \$370** – Line 384 / 85G – Tailgate Step
- \$250** – Line 384 / 473 – Snowplow Prep Pkg
- \$1,820** – Line 384 / 17S – STX Appearance Pkg, to incl... (N/A w/ Fog Lamps)
 - Bright Chrome Grille • Bright Hub Covers • Chrome Front and Rear Bumpers
 - 18" Sparkle Silver Painted Cast Aluminum Wheels (648) (F-250/F-350 SRW)
 - Tires: LT275/65Rx18E BSW A/S (TCH)
- \$290** – Line 384 / TDU – LT275/70Rx18E OWL AT in lieu of A/S BSW (Avail with STX only)
- \$450** – Line 237 / 913 – SYNC 3 (Bluetooth w/ 8" screen) (Req's Power Equipment Grp)
- \$640** – Line 238 / 60B – BLIS (Blind Spot Monitors in Mirrors) (Req's Power Equipment Grp)
- \$100** – Line 384 / 41H – Engine Block Heater
- \$90** – Line 384 / 592 – Roof Clearance Lights
- \$180** – Line 245A / TBM – LT245/75Rx17E BSW AT Tires in lieu of AS (N/A w/ STX Pkg)
- \$0** – 1S – Interior: Grey Cloth 40 / 20 / 40 Bench Seat, rear bench
- \$610** – Line 240 / 4S – Interior: Grey Cloth Captains Charis (no center console / seat) rear bench
- \$350** – Line 236 / PTS – 3rd Set of Keys or Key FOBS
- \$130** – Line 384 / 61S / 62S – Molded Mud flaps Front and Rear
- \$450** – Line 243 / 595 / 17F – Fog Lights & Chrome Bumpers (N/A w/ STX Pkg)
- \$190** – Line 384 / 924 / 43B – Rear Privacy Glass & Defroster (Req's Power Equipment Grp)
- \$0** – AS – Interior: Grey Vinyl 40 / 20 / 40 Bench Seat, rear bench in lieu of Cloth
- \$610** – Line 384 / 4S – Interior: Grey Cloth Captains Charis (no center console / seat) rear bench
(Front seats do not have a center console or seat in center section. Space is deleted for upfit of an aftermarket console)
- \$910** – Line 241A / 90L – Power Windows, Locks, Mirrors and Key Fobs (Super Cab)
- \$750** – Line 384 / 53W / 15J – Gooseneck Hitch Prep Pkg & Gooseneck Hitch Kit (Factory)
- \$160** – Line 384 / 66S – Upfitter Switches
- \$460** – Line 245B / TCD – LT265/70Rx17E OWL AT Tires in lieu of AS

Joe Machens Ford appreciates your business and we look forward to servicing your needs in the future. Any questions should be directed to Kelly Sells, Fleet Department Manager.

Thanks,



Kelly Sells, Fleet Manager, Joe Machens Ford, 573-445-4411, ksells@machens.com



Re: Moberly Fire - Topper & Slide Out

KELLY SELLS <ksells@machens.com>

Tue 9/14/2021 8:33 AM

To: Donald Ryan <ryand@moberlyfd.com>

Hi Chief,

Russ Fletcher w/ Fletcher truck caps said he emailed you the quote on the Topper. Could you make sure you add that to my total?

Thank you,

Kelly Sells

Fleet Manager

Joe Machens Ford

573-777-1089 (Direct)

573-445-4411 (Office)

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #4.

Department: Comm. Dev.

Date: October 4, 2021

Agenda Item: An application submitted by Redhead Properties Family Trust requesting a zoning change from a R-1 (Single-Family Residential District) to an R-3 (Multifamily Dwelling District) for the property located at 317 Patton Street.

Summary: The Planning & Zoning Commission recommended approval for the request of the re-zoning of 317 Patton St. Attached is a copy of the staff report, application and a map of the property.

Recommended Action: Direct staff to bring forward to the October 18, 2021 regular City Council meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey**

Council Member

M___ S___ **Brubaker**

M___ S___ **Kimmons**

M___ S___ **Davis**

M___ S___ **Kyser**

Passed

Failed

CITY OF MOBERLY, MISSOURI REZONING APPLICATION

Return Form to:
Zoning Administrator
City of Moberly
101 West Reed Street
Moberly, MO 65270-1551
(660) 263-4420
(660) 263-9398 (fax)

For Office Use Only

Deposit: _____
Date Advertised: _____
Date Notices Sent: _____
Public Hearing Date: _____

APPLICANT INFORMATION:

Applicant: Redhead Properties Family Trust Phone: 573-289-4634
Address: 323 Epperson St Zip: 65270
Owner: Lisa E. Perry Phone: _____
Address: 323 Epperson St Zip: 65270

PROPERTY INFORMATION:

Street Address or General Location of Property: 317 ~~65270~~ Patton
Property is Located In (Legal Description): _____

Present Zoning R1 Requested Zoning: P-3 Acreage: _____

Present Use of Property: Vacant Lot

Character of the Neighborhood: Business

SURROUNDING LAND USE AND ZONING:

	<u>Land Use</u>	<u>Zoning</u>
North	<u>Residential</u>	<u>R3</u>
South	<u>Commercial</u>	
East	<u>Residential</u>	
West	<u>Commercial</u>	

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would the proposed change create a small, isolated district unrelated to surrounding districts?

Yes _____ No X

If yes, explain: _____

2. Are there substantial reasons why the property cannot be used in accordance with existing zoning?

Yes _____ No X

If yes, explain: _____

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Is the proposed change consistent with the goals, objectives and policies set forth in the Comprehensive Plan?

Yes X No _____

2. Is the proposed change consistent with the Future Land Use Map?

Yes X No _____

TRAFFIC CONDITIONS:

1. Identify the street(s) with access to the property: Patton St

2. Identify the classification of those street(s) as Arterial, Collector or Local and each Right-of-Way width:

Street Name	Classification	Right-of-Way Width

3. Will turning movements caused by the proposed use create an undue traffic hazard?

Yes _____ No X

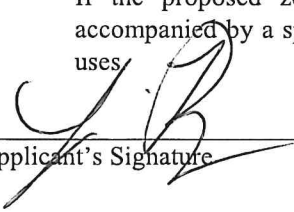
IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

- | | | | |
|----|-------------------------------------|--------------|----------------|
| 1. | Appropriately Sized Lots? | Yes <u>X</u> | No <u> </u> |
| 2. | Properly Sized Street Right-of-Way? | Yes <u>X</u> | No <u> </u> |
| 3. | Drainage Easements? | Yes <u>X</u> | No <u> </u> |
| 4. | Utility Easements: | | |
| | Electricity? | Yes <u>X</u> | No <u> </u> |
| | Gas? | Yes <u>X</u> | No <u> </u> |
| | Sewers? | Yes <u>X</u> | No <u> </u> |
| | Water? | Yes <u>X</u> | No <u> </u> |
| 5. | Additional Comments: _____ | | |

UNIQUE CHARACTERISTICS OF PROPERTY AND ADDITIONAL COMMENTS:

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Moberly.
3. Certified list of property owners within:
 - A. 185 feet of the property if the proposed PD is located within the city's municipal boundaries;
 - B. 1,000 feet of the property if the proposed PD is adjacent to the city's corporate limits.
4. If the proposed zoning requires a special use permit, the rezoning application shall be accompanied by a special use permit application defining the specifically requested use or list of uses.


 Applicant's Signature

8/21/21
 Date

City Zoning

WS #4.

I wish to build a private storage building at 317 Patton. ~~to~~ to the south and west are commercial buildings and my building would fit into the landscape of the area. I see no traffic impact since it would be used for private storage.



City of *Moberly!*

Memorandum

To: *Planning and Zoning Commission*

From: *Planning Staff*

Subject: *AGENDA ITEM NO. 1*

Meeting: *September 27, 2021*

Public Hearing to consider:

Public Hearing for a re-zoning application submitted by Redhead Properties Family Trust for 317 Patton St. from R-1(Single Family Residential District) to R-3 (Multi-family Dwelling District).

COMMENTS:

The proposed re-zoning application is requesting that 317 Patton be rezoned from its current R-1 Single Family Residential to R-3 Multi Family Residential as it is surrounded on the West and South by B-3 General Commercial District and on the North by R-3 Multi-family Residential and then also on the East by R-1 Single Family Residential.

The properties that border the east are rear yard property lines for housing that fronts on Porter Street. R-3 Multi Family Residential provides the owner the opportunity to use the property for either family residential or personal private storage. As the owner of the property to the north that is being developed with multi-family residential, the two lots would be in conformance with their adjacent lots that are currently R-3 Multifamily Residential.

R-3 Multi-family residential is often considered a buffer for Commercial to Residential districts. The Comprehensive plan for the City of Moberly lists these lots as R-1 Single Family Residential.

Staff Comments:

Staff supports re-zoning of the property from R-1 Single Family Residential to R-3 Multi-family Residential for the lots located at 317 Patton St.

A re-zoning request, when approved by Planning & Zoning Commission **will require the additional approval of the City Council.**

Submitted by
Aaron Decker

Moberly, MO

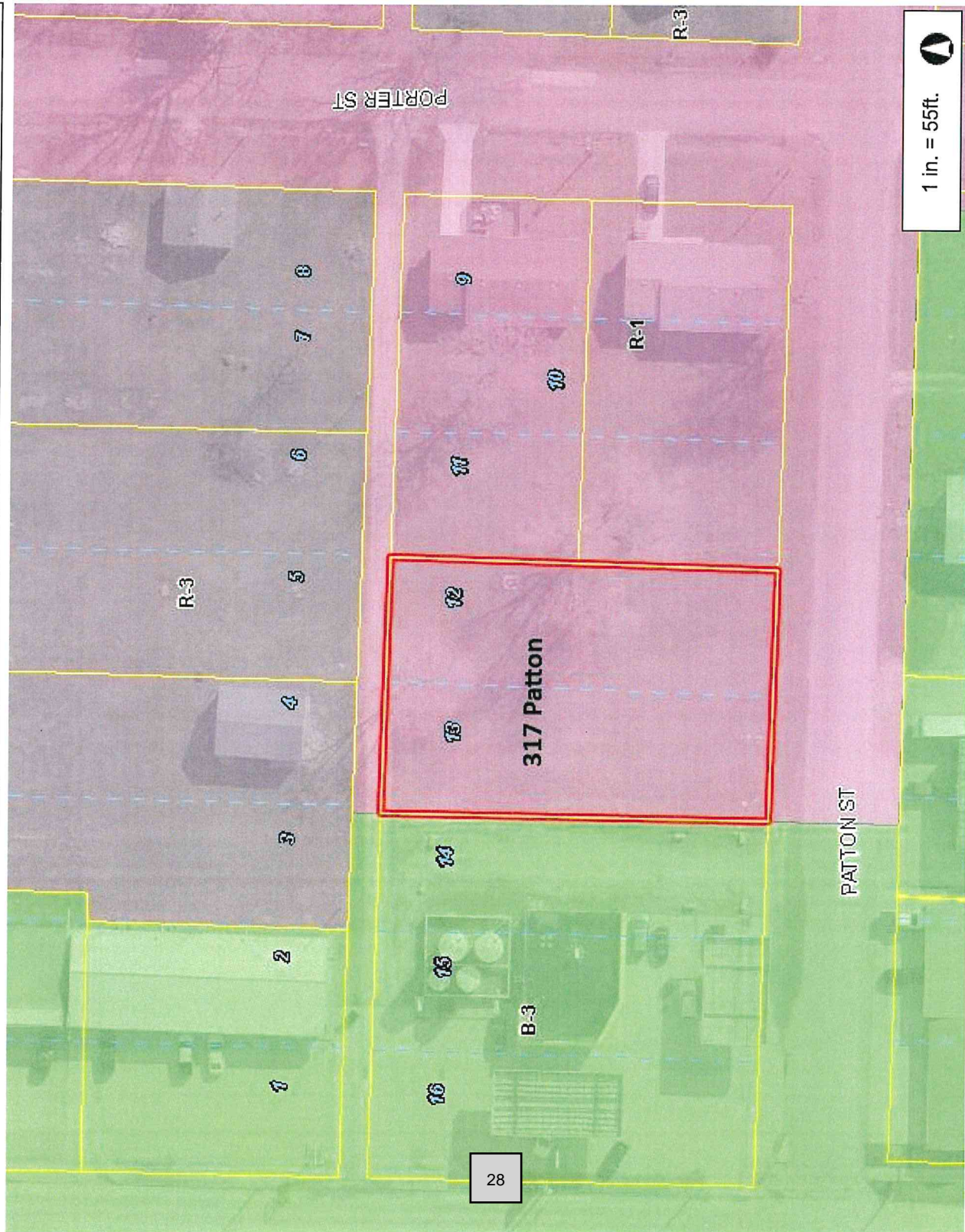
WS #4.



Legend

- Roads
- Corporate Limit
- Parcel
- Original Lot
- Stream
- Subdivision
- Lots
- South Ridge Lot Line
- City Easement
- Zoning
 - B-1
 - B-2/H
 - B-3
 - B-3(PD)
 - M-1
 - M-P
 - N-1
 - R-1
 - R-1(PD)
 - R-2
 - R-2(PD)
 - R-3
 - R-3(PD)

Notes



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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

110.0

55.02

0

110.0 Feet

**CITY OF MOBERLY, MISSOURI
RE-ZONING PERMIT
REASONS FOR DETERMINATION**

Submit Questions To:
Zoning Administrator
City of Moberly
101 West Reed Street
Moberly, MO 65270-1551
(660) 263-4420
(660) 263-9398 (fax)

For Office Use Only:

Date of Action: September 27, 2021

Action: APPROVAL

ON SEPTEMBER 27, 20 21, THE CITY OF MOBERLY PLANNING AND ZONING COMMISSION AT ITS REGULAR MEETING, RECOMMENDED APPROVAL (ACTION: APPROVAL, CONDITIONAL APPROVAL, DENIAL) OF A RE-ZONING FROM A(N) R-1 TO A(N) R-3 (ZONE) TO BE LOCATED AT 317 PATTON ST., MOBERLY, MISSOURI.

THE CITY COUNCIL WILL CONSIDER THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AT THE OCTOBER 4, 20 21 MEETING OF THE MOBERLY CITY COUNCIL.

IN RECOMMENDING APPROVAL (ACTION) OF THIS RE-ZONING REQUEST, THE PLANNING AND ZONING COMMISSION CONSIDERED ALL STANDARDS LISTED IN THE ZONING REGULATION, AND ALL OTHER CONDITIONS LISTED FOR THAT USE IN OTHER SECTIONS OF THESE REGULATIONS. IN ADDITION, THE PLANNING AND ZONING COMMISSION FOUND THAT THE PROPOSED USE DID (DID/DID NOT) PROVIDE SAFEGUARDS TO ASSURE ITS COMPATIBILITY WITH THE SURROUNDING AREA.

CONDITIONS (IF ANY): _____


CHAIRPERSON


ZONING ADMINISTRATOR

City of Moberly

City Council Agenda Summary

Agenda Number: WS #5.

Department: Administration

Date: October 4, 2021

Agenda Item: A Resolution Approving A Lease Agreement With Marine Toys For Tots Foundation For Property Located At 218 W Reed Street And Authorizing The City Manager To Execute The Lease.

Summary: Toys for Tots has requested the use of 218 W. Reed for their 2021 collection, and distribution, campaign. They have agreed to enter into a lease with the city beginning October 1, 2021 through December 31, 2021. The lease agreement presented sets forth the rights and liabilities of the participating parties. Toys for Tots is agreeable to paying \$1 for each month the unit is rented.

Recommended Action Direct staff to bring to the October 18th Council meeting for final approval.

Fund Name:

Account Number:

Available Budget \$:

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

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROVING A LEASE AGREEMENT WITH MARINE TOYS FOR TOTS FOUNDATION FOR PROPERTY LOCATED AT 218 W REED STREET AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE.

WHEREAS, Marine Toys for Tots Foundation is desirous of renting retail office space from the city at 218 W Reed Street for a charitable holiday fund raising venture; and

WHEREAS, it is desirable to the city to have tenants using retail business space in the downtown Moberly and to assist charitable fundraising; and

WHEREAS, the lease agreement attached hereto provides for a lease term beginning October 19, 2021 and ending December 31, 2021 and sets forth the rights and liabilities of the parties.

NOW, THEREFORE, the lease agreement with Marine Toys for Tots Foundation is hereby approved and the City Manager is hereby authorized to execute the Agreement on behalf of the City of Moberly, Missouri.

RESOLVED this 18th day of October, 2021, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk

OFFICE LEASE
CITY OF MOBERLY, MISSOURI
218 WEST REED STREET

THIS LEASE is made this ____ day of _____, 2021, between the City of Moberly, Missouri, (hereinafter "City") a municipal corporation and Marine Toys for Tots Foundation (hereinafter "Lessee").

RECITALS

- A. City is a Third-Class statutory city duly organized and validly existing under the laws of the state of Missouri with the power to conduct municipal business pursuant to Missouri law and the Ordinances duly enacted by the Moberly City Council.
- B. City is the owner of various downtown retail buildings which are available to local businesses to rent.
- C. City leases office space in a building at 218 W Reed Street and desires to lease said space to Lessee.
- D. Lessee is desirous of operating a charitable holiday fundraising venture.

AGREEMENT

SECTION 1. RECITALS

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

SECTION 2. PREMISES

City hereby leases to Lessee, and Lessee hereby leases from City, the office space located at 218 W. Reed Street, Moberly, Missouri 65270 (hereinafter the "Premises"). Lessee accepts the Premises "As Is," subject to all applicable municipal, state and federal laws, ordinances, regulations and policies governing and regulating the use of the Premises, and any covenants or restrictions of record. Lessee acknowledges that City has made no representations or warranties as to the physical state of the Premises, or any suitability of the Premises.

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

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

SECTION 3. TERM

3.1 The term of the lease shall be from October 19, 2021 to December 31, 2021.

3.2 Renewal. This lease shall not be automatically renewed.

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

SECTION 4. RENTAL AMOUNT

4.1 Monthly. Lessee shall pay One Dollar each month during the term of this lease.

SECTION 5. LESSEE'S PERMITTED USE AND ACTIVITY

5.1 Use. Lessee may utilize the Premises only for the purposes necessary to conduct its usual business operations. Lessee intends to operate a charitable fundraising venture.

5.2 Access and Key. Lessee shall be issued a key. Lessee shall be charged \$20 to replace a door key.

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

SECTION 6. CITY'S OBLIGATIONS

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

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

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

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

SECTION 7. ASSIGNMENT

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

SECTION 8. LIABILITY

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

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

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

SECTION 9. INSURANCE

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

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

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

SECTION 10. DAMAGE OR DESTRUCTION

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

SECTION 11. DEFAULTS

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

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

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

SECTION 12. REMEDIES

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

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

SECTION 13. TERMINATION

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

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

SECTION 14. NOTICES

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

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

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

SECTION 15. MUNICIPAL AUTHORITY

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

SECTION 16. GOVERNING LAW

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

SECTION 17. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

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

SECTION 18. PUBLIC RECORDS ACT

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

SECTION 19. ENTIRE AGREEMENT

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

SECTION 15. COUNTERPARTS

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

SECTION 16. NO PROMISE OF FUNDING

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

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

APPROVED AS TO FORM:

CITY OF MOBERLY, MISSOURI

Randall D. Thompson

By: _____

Brian Crane

City Attorney

City Administrator

ATTEST:

City Clerk

LESSEE

Marine Toys for Tots Foundation

City of Moberly

City Council Agenda Summary

Agenda Number: _____
 Department: Fire Dept
 Date: October 4, 2021

WS #6.

Agenda Item: Review of a Lease Agreement with Rosenbauer South Dakota, LLC for rental of a Fire Pumper Truck for the Moberly Fire Department.

Summary: The Moberly Fire Department has had mechanical issues in multiple pumper trucks in the fleet those being Engine 305 and Engine 302. Staff has reviewed the situation and determined the best solution to provide public safety is a rental pumper truck. Rosenbauer South Dakota LLC has provided the attached lease for the rental of \$1,000 per month, (max amount of \$12,000) until staff has a more permanent remedy.

Recommended Action Direct staff to bring to the October 18th Council meeting for final approval.

Fund Name: General Fund

Account Number: 100.008.5503

Available Budget \$: 0.00

ATTACHMENTS:

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

Roll Call

Aye Nay

Mayor

M___ S___ Jeffrey ___ ___

Council Member

M___ S___ Brubaker ___ ___

M___ S___ Kimmons ___ ___

M___ S___ Davis ___ ___

M___ S___ Kyser ___ ___

Passed Failed





This Agreement dated as of the date listed below, for Equipment bearing Vehicle Identification Number 4S7HR23971C038127, between Rosenbauer South Dakota, LLC, a division of Rosenbauer America herein after referred to as (RSD), and the City of Moberly, 101 W. Reed Street, Moberly, MO 65270-1551, herein after referred to as (COM), is subject to the following terms and conditions:

(COM) shall maintain both casualty and liability insurance at its own expense with respect to the Equipment. All policies must be continuously kept in effect during the period when it is in their care, custody, and control. The policy shall name (RSD) as Additional Insured and Loss Payee. Such insurance policy(s) shall not be cancelled or materially modified without first giving thirty (30) days advance notice to (RSD).

(COM) shall keep the Equipment in good repair and working order and shall be liable for all damage to Equipment, other than normal wear and tear caused by (COM), its employees or its agents. (COM) assumes all risks and liabilities for loss or damage to the Equipment, injury to or death of any person or damage to any property.

(COM) shall not during the term of this Agreement incur or assume any liens or encumbrances with respect to the Equipment.

This Agreement shall be binding upon (COM) and (RSD) and their respective successors and assigns.

This Agreement may be amended, added to, changed or modified only under written agreement duly executed by the (COM) and (RSD).

(COM) shall pay (RSD) the amount of One Thousand Dollars (\$1,000.00) per month, for a maximum payment of Twelve Thousand Dollars (\$12,000.00). The length of lease term shall be 12-16 months or until the new truck is delivered. It shall be the responsibility of (COM) to pick up and return the leased truck. The lease can be terminated at any time upon notice to the Lessor.

City of Moberly

Title

Date



Rosenbauer South Dakota, LLC



Title



Date

www.rosenbaueramerica.com

info@rosenbaueramerica.com

ROSENBAUER SOUTH DAKOTA, LLC.
100 THIRD STREET
LYONS, SOUTH DAKOTA 57041
P: 605.543.5591

ROSENBAUER MINNESOTA, LLC.
5181 260TH STREET
P.O. BOX 549
WYOMING, MINNESOTA 55092
P: 651.462.1000

ROSENBAUER MOTORS, LLC.
5190 260TH STREET
P.O. BOX 549
WYOMING, MINNESOTA 55092
P: 651.462.1000

ROSENBAUER AERIALS, LLC.
870 SOUTH BROAD STREET
FREMONT, NEBRASKA 68025
P: 402.721.7622



City of Moberly

City Council Agenda Summary

Agenda Number: WS #7.

Department: Fire Dept

Date: October 4, 2021

Agenda Item: Review of a Financing Proposal for a Rosenbauer Pumper for the Moberly Fire Department.

Summary: The Moberly Fire Department has been looking to purchase a new fire truck; in conjunction with the recent mechanical issues of the current fleet, the attached proposal for a Rosenbauer Pumper complete with a Rosenbauer Commander chassis in the amount of \$587,054.00 is being presented. This will be leased purchased starting in the next budget year.

Recommended Action Direct staff to bring to the October 18th Council meeting for final approval.

Fund Name: General Fund

Account Number:

Available Budget \$: 0.00

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Davis** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed



PURCHASE ORDER

Purchaser		SUPPLIER	
Purchaser:	City of Moberly	Contract #	Sourcewell Contract #: 022818-RSB
Address 1:	101 W. Reed Street	Supplier:	Rosenbauer South Dakota, LLC
Address 2:		Address 1:	100 3rd Street
City, State, Zip:	Moberly, Moberly 65270-1551	Address 2:	
		City, State, Zip:	Lyons, SD 57041

Purchase Order Number:	100421	Delivery in Calendar Days:	425
Date:	10/4/2021	Member #	94169

Quantity	Description	Price	Price (Extended)
1	One (1) Rosenbauer Pumper, complete with Rosenbauer Commander chassis per attached specifications.	\$587,054.00	\$587,054.00
*Note: If chassis amount of \$271,992.00 is paid upon arrival at our plant in South Dakota, deduct \$10,442.00 each			
TOTAL			\$587,054.00

NOTES:	
--------	--

Rosenbauer Dealer :	Heiman Fire Equipment
Salesperson:	Les Hinnen
Signature:	

Purchaser:	City of Moberly
Print Name:	
Title:	
Date	
Signature:	



APPENDIX C CHANGE ORDER POLICY

This change order policy is intended to reflect the increased cost of changes which result in delayed deliveries, confused paperwork, poor production flow and increased potential of trucks being built to incorrect specifications. With your cooperation, changes can be kept to a minimum which means we will be able to reduce lead times, increase production and maintain costs which will benefit all of us.

Our objective is accurate, high quality and on-time deliveries exceeding our customer expectations.

Changes any time after the order is received may delay the quoted delivery date. Significant design or component changes will have the largest impact on the schedule and quoted delivery date. Changes that occur later in the process will also have the largest impact on the schedule and quoted delivery date.

All time fences are reference to contract execution date if not otherwise stated.

Change Window #1

All changes will be priced at standard pricing and specials will be priced through our normal process. Significant changes made to the vehicle during this time period may result in a delivery extension.

RBM Chassis	0-60 days
RBA Aerial	0-60 days
Rosenbauer Body	0-60 days

Change Window #2

All changes are subject to a 25% mark-up, as well as a \$250.00 change order processing fee. All changes are subject to factory review and may be denied due to engineering or lead time issues.

RBM Chassis	61-75 days
RBA Aerial	61-75 days
Rosenbauer Body	61-120 days

Change Window #3

All changes are subject to a 50% mark-up, and 50% restocking fee on deleted items, as well as a \$250.00 change order processing fee. All changes are subject to factory review and may be denied due to engineering or lead time issues. No major components can be changed at this time; major components are considered engine, transmission, axles, suspension, cab, frame (wheelbase), seats, water pump and water tank.

RBM Chassis	76-120 days
RBA Aerial	76-120 days
Rosenbauer Body	121-180 days

Change Window #4

Changes are not recommended at this time. Any changes requested will be priced on a time and material basis, as well as a \$500.00 change order processing fee. Any changes requested, and that are quoted to the customer, must be approved by the customer within three days or they will not be valid.

RBM Chassis	After 120 days
RBA Aerial	After 120 days
Rosenbauer Body	After 180 days

**Note: Any late change orders that are factory driven will be done at cost and no additional mark up or penalties will apply.*

BUYER INITIALS: _____

From: Mark Cody <mcodymfd@gmail.com>
Sent: Friday, October 1, 2021 1:52 PM
To: Donald Ryan <ryand@moberlyfd.com>
Cc: Mark Cody <mcodymfd@gmail.com>
Subject: Letter to Brian Crane, Moberly City Council

Brian Crain, City Council of Moberly,

The Moberly Fire Department put together a committee for a new apparatus for the department. The committee consisted of the four Engineers (Cody, Dutton, Truesdell, Ballow), four Firefighters (Wolverton, Brake, Hendren, and Richards), input from Lieutenants McGee and Holtkamp, and Captain Hardy. Captain Hardy nominated me (Mark Cody) to be the liaison between the committee and the salesmen.

We looked at several apparatuses from other departments for ideas we thought would be beneficial for Moberly Fire Department. Many of the items we looked at were from departments that a few of our own guys are on (volunteer) or have used in the past, such as State Fair Fire Dept., as well as trucks on display at conventions and expos. From this vast group of guys, we compiled a list of items we believe to be the most beneficial for a new apparatus for the citizens of Moberly. This list was then given to multiple manufacturers to see if they would be able to build us a truck that was appropriate for both our needs and budget. The committee examined trucks from eight major fire apparatus manufacturers; to which we gave a list of the same specifications. The companies were given ample time to produce a proposal for an apparatus that meet our requirements we gave them. Some of the companies could not meet our requirements for an apparatus due to space, configuration problems, or budget.

Rosenbauer was not the most expensive company, nor was it the cheapest. Rosenbauer was the best company to fit the needs of the Citizens of Moberly as well as the needs of the Moberly Fire department, and to operate within budget. Rosenbauer has been around since 1866 and is still owned by the Rosenbauer family. With the longevity of the Rosenbauer brand there is no concern of losing out on the investment of the company or the ability to get quality parts from the company.

From here the committee weighed the cost of each proposal with the quality of product. The committee voted and decided that the Rosenbauer with the EXT body would be the best apparatus to serve our community. One of the main reasons we chose the Rosenbauer was the accessibility of parts. Meaning if we need a part we can go to a local parts store or diesel shop and get the parts needed. Most of the other companies, parts have to be bought directly through the company itself. This eliminates the need to order parts directly from the manufacture, significantly reducing repair cost and time an apparatus is out of commission. We chose the EXT body over the regular Rosenbauer body due to its structural integrity and ability to use readily accessible parts from local businesses. The EXT body components are replaceable by a local body shop and will not have to be sent back to the manufacture. The EXT body would also be able to be removed from the cab and chassis and placed on another chassis, if the old cab and chase would be beyond repair. This also allows for a higher resale later down the road.

Rosenbauer was one of the only companies to allow us to put on a booster reel on the apparatus where we thought would be most beneficial. The booster reel is a $\frac{3}{4}$ "attack line for nuisance fires and/or situations needing only smaller amounts of water. It is also very handy in fighting brush fires, as you do not have a large amount of firehose laying on the ground in the way of moving around to attack a fire from different sides. A booster reel is a quick and efficient way of rapidly extinguishing small fires that could be scattered though a field. A booster reel saves a lot of time and there is less cost in maintaining the hose itself.

Rosenbauer has a great product at an affordable price with the years and name to back it up, that is why the committee choose to go with them. We as a committee believe that with this new Apparatus, we can better serve the City of Moberly and its residents. By designing this Apparatus with Rosenbauer we have taken a lot of time to figure out what would work the best for the firefighters as well as the City of Moberly. This truck and layout will greatly assist in the productivity and safety of the Moberly Fire Fighters and the people we serve.

Thank you for your time.
Engineer Mark Cody

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: Fire Dept
Date: October 4, 2021

WS #8.

Agenda Item: Review A Purchase Option For A Used Aerial Truck from Shawn Locklear For The Moberly Fire Department.

Summary: See Attach memo for more clarification.

Recommended Action Direct staff to bring to the October 18th Council meeting for final approval.

Fund Name: General Fund

Account Number:

Available Budget \$: 0.00

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Davis** _____

M___ S___ **Kyser** _____

Passed Failed

Moberly Fire Department

Memorandum

To: City Council & City Manager Brian Crane

From: Fire Chief Ryan

Date: September 30, 2021

This Memo Is A Formal Request For Council To Review A Purchase Option For A Used Aerial Truck Between Shawn Locklear And The City Of Moberly Fire Department. The Moberly Fire Department Has Been Looking To Purchase A Used Aerial Truck. The Process Was Prompted By The Reality That The Current Aerial Truck Is At The Point Of “End Of Life”. The Aerial Has Not Been Able To Pass The NFPA Standards Over The Last Several Years Due To Multiple Category 1 Deficiencies And Is Currently Unable To Be Repaired At A Reasonable Price To Meet NFPA Standards.

The Department Researched Used Aerial Trucks On Multiple Websites Of Vendors That Specialize In The Sales Of Used Fire Trucks. The Aerial Selected Was Based On Several Factors: Familiarity Of The Truck To Current Aerial; Ability Of The Seller To Provide Documentation Of Truck Soundness And Condition; and Cost. This Process Resulted In The Narrowing Of The Possible Trucks To Three And Chose The 2006 Sutphen 100’ Tower Offered For Sale By Shawn Locklear.

Through Negotiations With Mr. Locklear, The Option For Purchase Is As Follows: The City Agrees To Purchase The Vehicle For \$225,000.00. The Sale Will Be Contingent Upon Our Staff Operating The Vehicle To Make Sure It Will Meet The Standards We Desire. To Establish A “Hold” On The Truck, The City Would Remit A \$22,500.00 Payment (10% Of Final Cost). The Seller Will Retain An Earnest Amount Of \$2,500.00 If We Decide Not To Purchase After Operating The Vehicle. If We Agree To Purchase, Final Payment Of \$202,500.00 Will Be Paid To The Seller And The Aerial Will Be Property Of The City Of Moberly.

2006 Sutphen 100' Tower

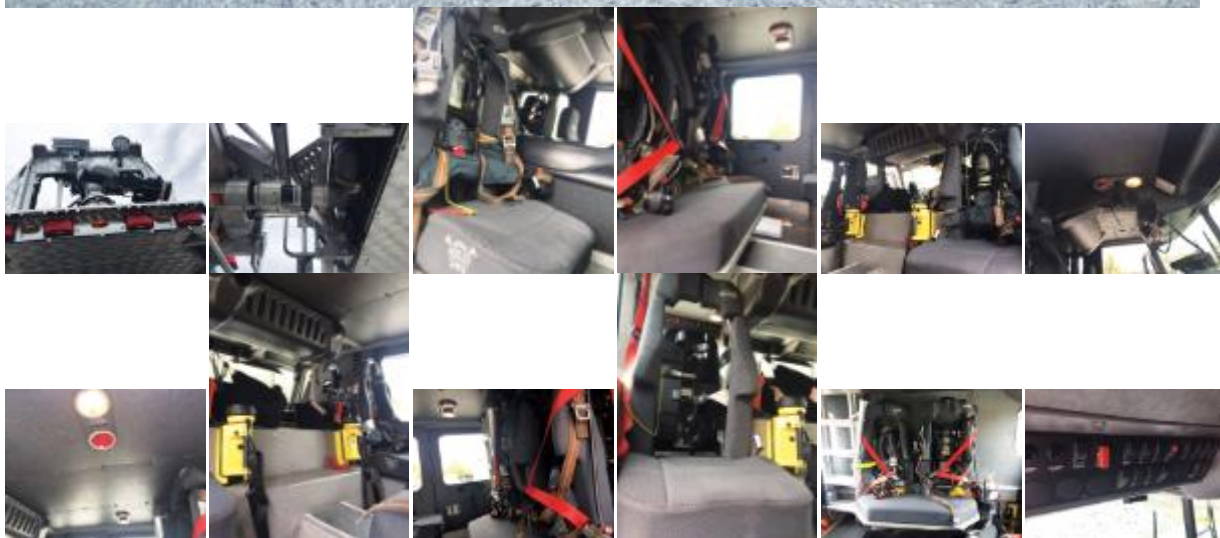


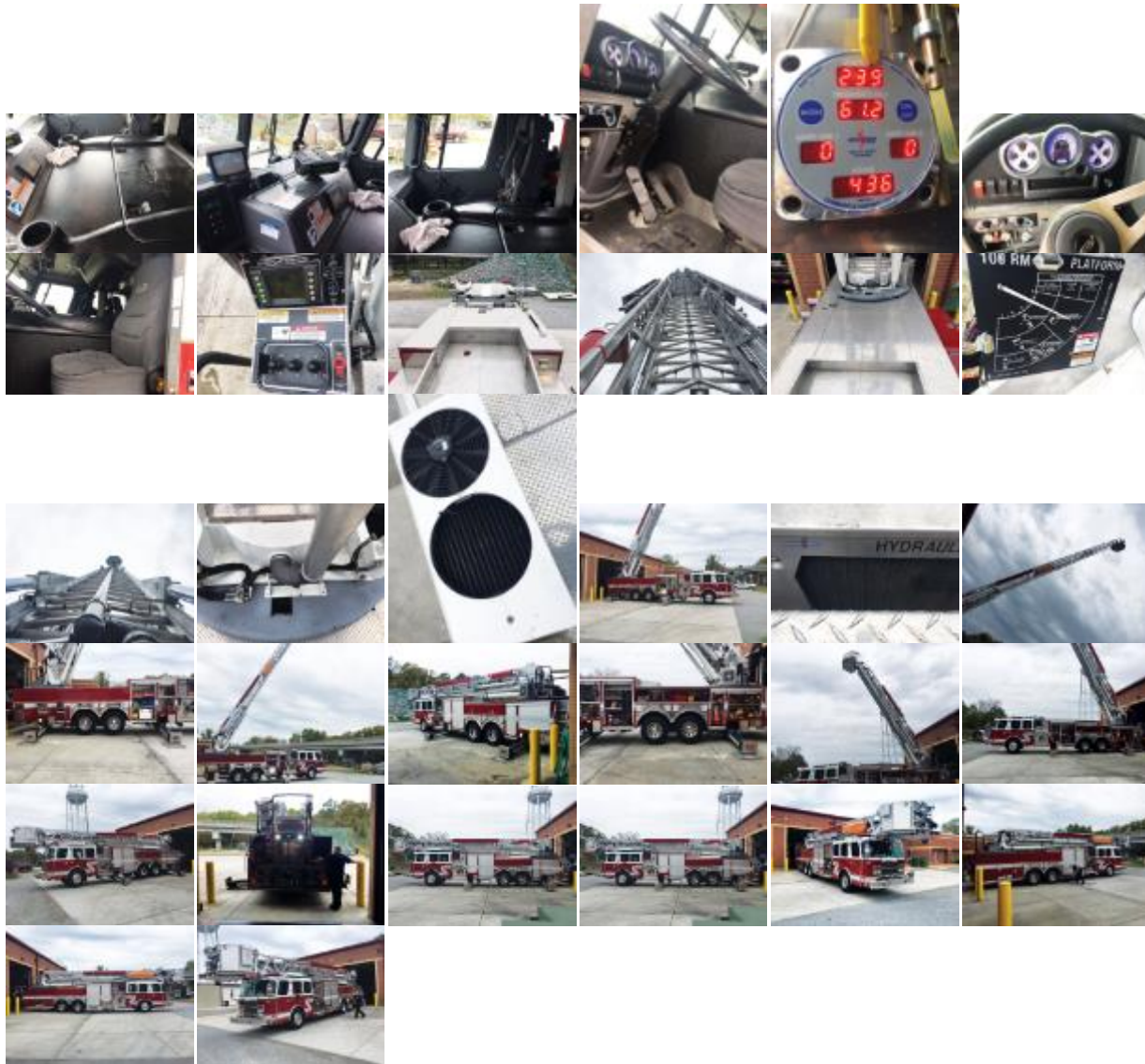




2008 E-One Cyclone II 100' Platform

Call For Custom Quote - [click here](#) to inquire about this truck or call us at (618) 272-2645 for more info





-
- YES I'M INTERESTED
- LINK TO SHARE

Stock # 14613

Hale 2000 GPM Pump, 300 Gallon Tank, Detroit Diesel, Low Miles
 2008 E-One Cyclone II 100' Platform
 Cyclone II E-One Chassis
 Seating for 6; 5 SCBA seats
 Detroit Series 60 515 HP Diesel Engine
 Allison EVS4000P Automatic Transmission
 Hale QMax 2000 GPM Side-Mount Pump
 300 Gallon Polypropylene Tank
 Driver's Side Discharges: (2) 2 1/2"
 Driver's Side Suction: (1) 6", (1) 2 1/2"
 Officer's Side Discharge: (1) 2 1/2"
 Officer's Side Suction: (1) 6"
 Smartpower 10KW Generator
 Electric Reels: (1) 200'
 Breathing Air on ladder

Air Conditioning
Federal Q Siren
Engine Hours: 3,262
Telescoping Lights
Mileage: 30,819
Additional equipment not included with purchase unless otherwise listed.
Length: 46' 7"
Height: Truck Height: 11' 11"
GVWR: 75,500

Banner Fire Website and then transfers over to Brindlee Mountain website.

Brindlee Mountain contacted with a price of:

\$525,000.00

[Used Trucks \(bannerfire.com\)](http://bannerfire.com)

2015 PIERCE IMPEL 100' QUINT

\$699,000.00







City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #9.

Department: Public Works

Date: October 4, 2021

Agenda Item: Discussion of Graves Sandford Airport Leases.

Summary: This agreement provides for the termination of the existing hangar lease and surrender of the privately owned hangars to the City of Moberly. In exchange for that the City will provide the occupant with 5 years of exclusive use of the hangars at \$0. The City will also perform the necessary maintenance to the hangars to bring them up to our requirements. At the end of the 5 year proposed lease, the occupant may enter into an annual lease with the City at the current market rate for the hangars

Recommended

Action: Direct staff to bring to the October 18th Council meeting for final approval.

Fund Name:

Account Number:

Available Budget \$:

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey**

___ ___

Council Member

M___ S___ **Brubaker**

___ ___

M___ S___ **Kimmons**

___ ___

M___ S___ **Davis**

___ ___

M___ S___ **Kyser**

___ ___

Passed Failed

HANGER LEASE
CITY OF MOBERLY, MISSOURI
OMAR N. BRADLEY REGIONAL AIRPORT

THIS LEASE is made this ____ day of _____, 2021, between the City of Moberly, Missouri, (hereinafter "City") a municipal corporation and Graves M. Sanford and Zandra A. Sanford, husband and wife, the Lessees (hereinafter "Lessee").

RECITALS

- A. City is a Third-Class statutory city duly organized and validly existing under the laws of the State of Missouri with the power to conduct municipal business pursuant to Missouri law and the Ordinances duly enacted by the Moberly City Council.
- B. City is the owner and proprietor of the Omar N. Bradley Regional Airport located in Moberly, Missouri, and is the owner of certain hanger buildings located thereon.
- C. City intends to offer space within its hanger buildings to owners of private airplanes for the storage of permitted aircraft.
- D. Lessee is the owner of a private aircraft and desires to hanger such aircraft pursuant to the terms and conditions of this lease agreement.

AGREEMENT

SECTION 1. RECITALS

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

SECTION 2. PREMISES

City hereby leases to Lessee, and Lessee hereby leases from City the following described property and the hangar located thereon:

Beginning at a point that is 114 feet west of, and 561 feet north of the southeast corner of the Northwest Quarter of Section 24, Township 54 North, Range 14 West; thence North 45 degrees west 135 feet; thence South 45 degrees west 135 feet; thence south 45 degrees East 135 feet; thence North 45 degrees East 135 feet, to the point of beginning, being a square tract of land 135 feet by 135 feet and containing .4 acres more or less and more commonly known as 3580 East Outer Road, Moberly, Missouri.

Said property is located at the Omar N. Bradley Regional Airport (hereinafter "Premises") and is leased on the terms and conditions stated herein. Lessee accepts the Premises "As Is," subject to all applicable municipal, state and federal laws, ordinances, regulations and policies governing and regulating the use of the Premises, and any covenants or restrictions of record. Lessee acknowledges that City has made no representations or warranties as to the physical state of the Premises, or any suitability of the Premises.

SECTION 3. TERM

3.1 Five Year Term. The term of this Agreement shall be for a period of five (5) years commencing on the first day of November 2021 and ending on November 1, 2026.

3.2 Renewal. This lease is not eligible for renewal. If the lessee desires to continue leasing the premises after November 1, 2026, then a new lease will be drafted on an annual renewal basis using then current market rates in effect at Omar N. Bradley Regional Airport.

SECTION 4. RENTAL AMOUNT

4.1 In-Kind. Lessee owned a 4,000 square foot hangar located on the premises prior to terminating its last lease with the city. In exchange for the Lessee transferring ownership of the hangar structure to the City as part of a Lease Termination Agreement, the Lessee shall receive use of the premises for a term of five years. The parties agree that the value of the hangar and the value of five years of rent are equivalent.

SECTION 5. LESSEE'S PERMITTED USE AND ACTIVITY

5.1 Ownership and Identification of Aircraft. Lessee is the Registered Owner of the following described permitted aircraft which will be housed pursuant to this Agreement:

Make: Cessna

Model: 172A

Year:

Registration No. N9802T

Serial No. 47602

Address of Owner: Graves Sandford PO Box 885, Moberly, MO 65270

Make: Cessna

Model: 150IL

Year:

Registration No. N1262Q

Serial No. 15072562

Address of Owner: Graves M. Sandford & Zandra A. Sandford, PO Box 885, Moberly, MO 65270

Make: Cessna

Model: 182A

Year:

Registration No. N5170D

Serial No. 51270

Address of Owner: Graves Sandford PO Box 885, Moberly, MO 65270

Lessee agrees to notify City of any changes to the above described permitted aircraft information. Failure to notify the City of any changes shall constitute an Event of Default.

5.2 Access and Key. Lessee shall be issued a key to the hangar building and permitted free access for ingress and egress of the permitted aircraft. Lessee shall be charged \$20 to replace a hanger

key. The hanger door shall not be left open or unlocked unless the Lessee or pilot of the permitted aircraft is in the immediate vicinity of the hanger building.

5.3 Use of Premises. Lessee agrees to use the Premises for the storage and housing of the permitted aircraft, for flight training and limited airplane repairs and all other purposes permitted under his City of Moberly business license but shall not permit any of the following uses:

- a. Use the premises in such a manner as to void or increase the rate of insurance thereon;
- b. Make any alterations, additions, or improvements to the leased Premises without the prior written consent of the City.
- c. Start the aircraft engine inside the Premises.

5.4 Access to Public Areas. Lessee shall have the right to use all public areas of the airport, including runways, taxi-ways, and other airport facilities customarily used by aircraft owners.

SECTION 5. CITY'S OBLIGATIONS

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

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

6.3 Trash Disposal. City agrees to provide a location for disposal of trash associated with lessee's use of the hanger building. Lessee is responsible for disposal of all hazardous materials associated with the operation of the permitted aircraft in designated recycling areas.

6.4 Hangar Repair. City shall begin immediate repair of the hangar structure to meet building code standards and airport building standards. Lessee agrees to cooperate with City in providing access to the hangar for purposes of repair.

SECTION 6. ASSIGNMENT

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

SECTION 7. INDEMNIFICATION

7.1 Lessee hereby agrees to defend, indemnify, and hold harmless the City, its City Council, boards and commissioners, officers, agents, employees, volunteers and contractors from any and all loss, damage, cost, expense, liability, claims, demands, suits, attorneys' fees and judgments arising directly or indirectly from or in any manner related to Lessee's possession, occupancy or use of the Premises, regardless of any active or passive negligence by the City, except as may otherwise be stated herein.

SECTION 8. INSURANCE

8.1 Coverage. Prior to the commencement of the term of this Agreement, Lessee shall procure and maintain at Lessee's own cost and expense, for the duration of this Agreement, the following insurance against claims for injuries or death to persons or damages to property that may arise from or in connection with the possession, occupancy, operations and use of the Premises by the Lessee, its agents, representatives, contractors, guests, and invitees.

8.2 Minimum Limits/Scope of Insurance. Lessee shall obtain and maintain **General Liability Insurance** against liability for financial loss resulting from bodily injury, including death or personal injury, and damage to property caused by the ownership, operation, storage, and use of aircraft arising from or related to this lease Agreement. The policy shall provide limits of no less than \$1,000,000 per occurrence and include coverage for fire damage legal liability at the full \$1,000,000 policy limit.

8.3 Endorsements. The General Liability Insurance policy shall contain the following provisions:

- a. City of Moberly, Missouri, its City Council, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of the use of the premises leased to Lessee.
- b. For any claims related to this Agreement, Lessee's insurance coverage shall be primary as respects City of Moberly, Missouri its officers, officials, employees, and volunteers. Any insurance maintained by the City of Moberly, Missouri shall be excess of Lessee's insurance and shall not contribute with it.

8.4 Verification of Coverage. Lessee shall furnish the City with original certificates or endorsements or copies of the applicable policy language providing the insurance coverage required herein. All certificates and endorsements are to be received and approved by the City before this Agreement is executed. However, failure to obtain required documents prior to execution of the Agreement shall not waive Lessee's obligation to provide them. The City reserves the right to require complete certified copies of all required insurance policies, including the endorsements required herein, at any time.

SECTION 9. DEFAULTS

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

- A. The failure by Lessee to make any payment of Rent; or any other payment required to be made by Lessee hereunder, as and when due, where such failure shall continue for a period of ten (10) calendar days after written notice from City to Lessee.
- B. The failure by Lessee to comply with Section 5.3 of this Agreement.
- C. An unapproved or unauthorized transfer of any interest acquired under this Agreement.
- D. The failure to comply with any of the insurance requirements stated in this Agreement.
- E. The occurrence of any other event described as constituting an "Event of Default" elsewhere in this Agreement.
- F. The discovery by City that any material information provided by Lessee related to this Agreement is materially false.

SECTION 10. REMEDIES

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

- A. City may recover possession of the leased Premises by any lawful means available to it, including self-entry, in which case this lease Agreement shall terminate immediately and Lessee shall immediately remove all personal property, including the aircraft, from the Premises. If Lessee shall fail to remove personal property, including the aircraft, City may remove such property to another location with Lessee assuming any risk of loss or damage to such property.
- B. City shall be entitled to recover from Lessee all damages incurred by City by reason of Lessee's default, including, but not limited to, the cost of recovering possession of the Premises, amount of delinquent rent, interest at the maximum amounts allowed by law on delinquent rent, and reasonable attorneys' fees.

SECTION 11. TERMINATION

This lease Agreement is terminable by the Lessee upon giving the City thirty (30) days-notice of intent. In the event Lessee should abandon the premises and no longer use the premises for airplane storage then this Lease is terminable by the City upon giving Lessee thirty (30) days-notice of intent to do so. In the event the hangar is destroyed by fire or natural disaster then the city shall replace the structure in commercially reasonable time.

SECTION 12. NOTICES

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

Tom Sanders
Airport Manager

With a copy to:

Randall D. Thompson
Moberly City Attorney
3610 Buttonwood Drive
Columbia, MO 65201

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

SECTION 13. MUNICIPAL AUTHORITY

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

SECTION 14. GOVERNING LAW

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

SECTION 15. COUNTERPARTS

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

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

APPROVED AS TO FORM:

CITY OF MOBERLY, MISSOURI

Randall D. Thompson
City Attorney

By:

Brian Crane
City Administrator

ATTEST:

LESSEE:

City Clerk

HANGER LEASE
CITY OF MOBERLY, MISSOURI
OMAR N. BRADLEY REGIONAL AIRPORT

THIS LEASE is made this ____ day of _____, 2021, between the City of Moberly, Missouri, (hereinafter "City") a municipal corporation and Graves M. Sanford and Zandra A. Sanford, husband and wife and Nancy A. Sanford, a single person, the Lessees (hereinafter "Lessee").

RECITALS

- A. City is a Third-Class statutory city duly organized and validly existing under the laws of the State of Missouri with the power to conduct municipal business pursuant to Missouri law and the Ordinances duly enacted by the Moberly City Council.
- B. City is the owner and proprietor of the Omar N. Bradley Regional Airport located in Moberly, Missouri, and is the owner of certain hanger buildings located thereon.
- C. City intends to offer space within its hanger buildings to owners of private airplanes for the storage of permitted aircraft.
- D. Lessee is the owner of a private aircraft and desires to hanger such aircraft pursuant to the terms and conditions of this lease agreement.

AGREEMENT

SECTION 1. RECITALS

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

SECTION 2. PREMISES

City hereby leases to Lessee, and Lessee hereby leases from City the following described property and the hangar located thereon:

Beginning at a point that is 114 feet west of, and 561 feet north of the southeast corner of the northwest One-Quarter of Section 24, Township 54 North, Range 14 West; thence North 45 degrees east 135 feet; thence north 45 degrees west 97.5 feet; thence south 45 degrees West 135 feet; thence South 45 degrees East 97.5 feet, to the point of beginning, being a rectangular tract of land 135 feet by 97.5 feet and containing .302 acres more or less and more commonly known as 3590 East Outer Road, Moberly, Missouri.

Said property is located at the Omar N. Bradley Regional Airport (hereinafter "Premises") and is leased on the terms and conditions stated herein. Lessee accepts the Premises "As Is," subject to all applicable municipal, state and federal laws, ordinances, regulations and policies governing and regulating the use of the Premises, and any covenants or restrictions of record. Lessee acknowledges that City has made no representations or warranties as to the physical state of the Premises, or any suitability of the Premises.

SECTION 3. TERM

3.1 Five Year Term. The term of this Agreement shall be for a period of five (5) years commencing on the first day of November 2021 and ending on November 1, 2026.

3.2 Renewal. This lease is not eligible for renewal. If the lessee desires to continue leasing the premises after November 1, 2026 then a new lease will be drafted on an annual renewal basis using then current market rates in effect at Omar N. Bradley Regional Airport.

SECTION 4. RENTAL AMOUNT

4.1 In-Kind. Lessee owned a 3,900 square foot hangar located on the premises prior to terminating its last lease with the city. In exchange for the Lessee transferring ownership of the hangar structure to the City as part of a Lease Termination Agreement, the Lessee shall receive use of the premises for a term of five years. The parties agree that the value of the hangar and the value of five years of rent are equivalent.

SECTION 5. LESSEE'S PERMITTED USE AND ACTIVITY

5.1 Ownership and Identification of Aircraft. Lessee is the Registered Owner of the following described permitted aircraft which will be housed pursuant to this Agreement:

Make: Cessna

Model: 172A

Year:

Registration No. N9802T

Serial No. 47602

Address of Owner: Graves Sandford PO Box 885, Moberly, MO 65270

Make: Cessna

Model: 150IL

Year:

Registration No. N1262Q

Serial No. 15072562

Address of Owner: Graves M. Sandford & Zandra A. Sandford, PO Box 885, Moberly, MO 65270

Make: Cessna

Model: 182A

Year:

Registration No. N5170D

Serial No. 51270

Address of Owner: Graves Sandford PO Box 885, Moberly, MO 65270

Lessee agrees to notify City of any changes to the above described permitted aircraft information. Failure to notify the City of any changes shall constitute an Event of Default.

5.2 Access and Key. Lessee shall be issued a key to the hangar building and permitted free access for ingress and egress of the permitted aircraft. Lessee shall be charged \$20 to replace a hanger

key. The hanger door shall not be left open or unlocked unless the Lessee or pilot of the permitted aircraft is in the immediate vicinity of the hanger building.

5.3 **Use of Premises.** Lessee agrees to use the Premises for the storage and housing of the permitted aircraft, for flight training and limited airplane repairs and all other purposes permitted under his City of Moberly business license but shall not permit any of the following uses:

- a. Use the premises in such a manner as to void or increase the rate of insurance thereon;
- b. Make any alterations, additions, or improvements to the leased Premises without the prior written consent of the City.
- c. Start the aircraft engine inside the Premises.

5.4 **Access to Public Areas.** Lessee shall have the right to use all public areas of the airport, including runways, taxi-ways, and other airport facilities customarily used by aircraft owners.

SECTION 5. CITY'S OBLIGATIONS

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

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

6.3 **Trash Disposal.** City agrees to provide a location for disposal of trash associated with lessee's use of the hanger building. Lessee is responsible for disposal of all hazardous materials associated with the operation of the permitted aircraft in designated recycling areas.

6.4 **Hanger Repair.** City shall begin immediate repair of the hangar structure to meet building code standards and airport building standards. Lessee agrees to cooperate with City in providing access to the hangar for purposes of repair.

SECTION 6. ASSIGNMENT

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

SECTION 7. INDEMNIFICATION

7.1 Lessee hereby agrees to defend, indemnify, and hold harmless the City, its City Council, boards and commissioners, officers, agents, employees, volunteers and contractors from any and all loss, damage, cost, expense, liability, claims, demands, suits, attorneys' fees and judgments arising directly or indirectly from or in any manner related to Lessee's possession, occupancy or use of the Premises, regardless of any active or passive negligence by the City, except as may otherwise be stated herein.

SECTION 8. INSURANCE

8.1 Coverage. Prior to the commencement of the term of this Agreement, Lessee shall procure and maintain at Lessee's own cost and expense, for the duration of this Agreement, the following insurance against claims for injuries or death to persons or damages to property that may arise from or in connection with the possession, occupancy, operations and use of the Premises by the Lessee, its agents, representatives, contractors, guests, and invitees.

8.2 Minimum Limits/Scope of Insurance. Lessee shall obtain and maintain **Aircraft or General Liability Insurance** against liability for financial loss resulting from bodily injury, including death or personal injury, and damage to property caused by the ownership, operation, storage, and use of aircraft arising from or related to this lease Agreement. The policy shall provide limits of no less than \$1,000,000 per occurrence and include coverage for fire damage legal liability at the full \$1,000,000 policy limit.

8.3 Endorsements. The Aircraft or General Liability Insurance policy shall contain the following provisions:

- a. City of Moberly, Missouri, its City Council, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of the use of the premises leased to Lessee.
- b. For any claims related to this Agreement, Lessee's insurance coverage shall be primary as respects City of Moberly, Missouri its officers, officials, employees, and volunteers. Any insurance maintained by the City of Moberly, Missouri shall be excess of Lessee's insurance and shall not contribute with it.

8.4 Verification of Coverage. Lessee shall furnish the City with original certificates or endorsements or copies of the applicable policy language providing the insurance coverage required herein. All certificates and endorsements are to be received and approved by the City before this Agreement is executed. However, failure to obtain required documents prior to execution of the Agreement shall not waive Lessee's obligation to provide them. The City reserves the right to require complete certified copies of all required insurance policies, including the endorsements required herein, at any time.

SECTION 9. DEFAULTS

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

- A. The failure by Lessee to make any payment of Rent; or any other payment required to be made by Lessee hereunder, as and when due, where such failure shall continue for a period of ten (10) calendar days after written notice from City to Lessee.
- B. The failure by Lessee to comply with Section 5.3 of this Agreement.
- C. An unapproved or unauthorized transfer of any interest acquired under this Agreement.
- D. The failure to comply with any of the insurance requirements stated in this Agreement.
- E. The occurrence of any other event described as constituting an "Event of Default" elsewhere in this Agreement.
- F. The discovery by City that any material information provided by Lessee related to this Agreement is materially false.

SECTION 10. REMEDIES

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

- A. City may recover possession of the leased Premises by any lawful means available to it, including self-entry, in which case this lease Agreement shall terminate immediately and Lessee shall immediately remove all personal property, including the aircraft, from the Premises. If Lessee shall fail to remove personal property, including the aircraft, City may remove such property to another location with Lessee assuming any risk of loss or damage to such property.
- B. City shall be entitled to recover from Lessee all damages incurred by City by reason of Lessee's default, including, but not limited to, the cost of recovering possession of the Premises, amount of delinquent rent, interest at the maximum amounts allowed by law on delinquent rent, and reasonable attorneys' fees.

SECTION 11. TERMINATION

This lease Agreement is terminable by the Lessee upon giving the City thirty (30) days-notice of intent. In the event Lessee should abandon the premises and no longer use the premises for airplane storage then this Lease is terminable by the City upon giving Lessee thirty (30) days-notice of intent to do so. In the event the hangar is destroyed by fire or natural disaster then the city shall replace the structure in commercially reasonable time.

SECTION 12. NOTICES

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

Tom Sanders
Airport Manager

With a copy to:

Randall D. Thompson
Moberly City Attorney
3610 Buttonwood Drive
Columbia, MO 65201

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

SECTION 13. MUNICIPAL AUTHORITY

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

SECTION 14. GOVERNING LAW

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

SECTION 15. COUNTERPARTS

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

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