

A G E N D A
WORK SESSION MEETING
City of Moberly
August 21, 2023
6:00 PM

Requests, Ordinances, and Miscellaneous

1. Proposals From The Tourism Advisory Commission.
2. Proposed Revised Tourism Advisory Commission Guidelines.
3. Review Of A Cooperative Agreement For Funding Of Placer AI Services.
4. Issuance Of A Special Tax Bill For Demolished Property At 425 E Rollins St.
5. Issuance Of A Special Tax Bill For Abatement After A House Fire Property At 115 Hurley St.
6. Review Of A Paving Agreement With Smart Lock Self Storage.
7. Receipt Of Proposal For In-Fill Housing.
8. Receipt Of Bids For A New Spreader For Tandem Axle.
9. Receipt Of Bids For A New Track Loader.
10. Voluntary Termination Of Hangar Leases At Omar N. Bradley Airport From Titus Chupp And ExcelAir8 And Approval Of New 15-Year Leases At A New Rate Of \$0.17 Per Square Foot By Both Parties Due To Interest In Swapping Hangar Locations.
11. Receipt Of Bids For Technology Services For Police Department.

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #1.

Department: Administration

Date: August 21, 2023

Agenda Item: Proposals From The Tourism Advisory Commission.

Summary: At the August 1, 2023, Moberly Tourism Commission meeting the following proposals were reviewed and recommended for approval by the Commission.

A proposal from Moberly Chamber of Commerce for Junk Junktion event. They are requesting \$1,000 for social media marketing and commercial ads. A proposal from Moberly Community Betterment for Gus Macker event. They are requesting \$1,000 for social media and commercial ads. After a brief discussion, the board made a motion to approve the sponsorship of \$1,000 for each event.

Recommended

Action: Direct staff to bring to the September 5th Council meeting for final approval.

Fund Name: Non-Resident Lodging Tax Fund

Account Number: 102.000.5502

Available Budget \$: 1,500.00

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___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Kimmons**

M___ S___ **Jeffrey**

M___ S___ **Kyser**

Passed

Failed



Name of Organization: Moberly Community Betterment | **Date:** 7/27/23

Contact Person: Megan Schmitt

Address: 211 West Reed St Moberly, MO 65270 | **Telephone:** 660-263-6070

Date of Event: September 9 & 10, 2023 | **Name of Event:** Gus Macker

How Event Promotes Tourism in Moberly

1. What are the specific, measurable tourism benefits your event or capital project produces?

Gus Macker is also the county's largest tourism event. This event is parked on Junk Junktion weekend to further drive visitation. Gus Macker is a nationally followed 3-on-3 basketball tournament. It was started in 2021 and last year we had 15,000 people from 12 states. We had a little over 412 players last year from Michigan, Iowa, Illinois, Minnesota, Florida, and beyond. We know these details as registrants have to sign up online and we toured a cell phone data tracking software where they reported 15,000 people were in attendance on Saturday only. The economic impact is estimated to be over \$3 million dollars. We have heard personal stories where many businesses receive record sales.

2. How does your event promote tourism, conventions, and other events within the city?

We specifically work with the hotels, restaurants & shops for this event. All the hotels are always full and last year we saw overflow in Glasgow Airbnbs, Jefferson City and Brookfield. This is three other counties besides Moberly that we are affecting due to our shortage of hotel rooms. This data was from the cell-phone data tracking software. We ask the restaurants and shops to give us measurable data to compare and they are always hitting record sales.

3. How does your event attract non-residents?

This event has had a tremendous following in the Midwest and we saw players from those regions. This is a branded event that has had a 49th year history, which is why it's so followed by basketball fan.

4. If your application were accepted, how would the tourism funds granted be used? (If marketing, fill out itemized marketing budget)

The funds will be used for social media advertising. This year, we want to do a lot of ads targeting towards Michigan and Illinois, this grant will assist with that.

Financial Statement (See Attached)

Statement of Assurances

Any funds received under this grant will be used for the purposes described in this application. The figures, facts, and representations in this application are true and correct to be best of my knowledge.

Name (Please Print): Megan Schmitt

Signature: [Handwritten Signature]

Date: 8-1-2023 Title or Office Held: Executive Director

(Grant column should match grant dollars in detailed budget) (Total cost should match Advertising dollars in detailed budget)

Item	Description	Total Cost	Grant
Commercial	Commercial with KOMU marketing the event	\$1,500	500
Facebook Ads	FB & IG ads targeting the event	1500	500
Stickers		400	
Friday Folders		500	
Yard Signs		400	
Aframes		500	
Postcards		300	
	TOTAL		\$1,000

City of

Proberly!

Name of Organization: _____

Contact Person: _____	4	Phone: _____
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Gus Macker 2023 | September 9 & 10, 2023

Expenses	2022 Budget	2023 Budget	Notes
Facebook Ads	\$ 500.00	\$ 1,000.00	
Friday Folders Printing	\$ 500.00	\$ 500.00	
2500 Postcards	\$ 215.00	\$ 215.00	
Envelopes	\$ 51.71	\$ 60.00	
Postcard Mailing	\$ 800.00	\$ 1,000.00	
Sponsor Banners	\$ 3,059.49	\$ 3,100.00	
Presenting Sponsor Signs	\$ 500.00	\$ 500.00	
Step & Repeat Banner	\$ 179.00	\$ 179.00	
Aframe Inserts	\$ 504.00	\$ 515.00	
Yard Signs & Stickers	\$ 353.17	\$ 400.00	
Travel 2 Conference	\$ 1,206.70	\$ 1,300.00	
Toilets	\$ 1,300.00	\$ 1,300.00	
Posts & Cement	\$ 330.00	\$ 330.00	
Forklift	\$ 196.69	\$ 200.00	
Tables & Chairs	\$ 480.00	\$ 480.00	
Slam Dunk Contest	\$ 500.00	\$ 500.00	
Security	\$ 640.00	\$ 640.00	
Player Tshirts	\$ 2,100.00	\$ 2,100.00	
Volunteer Shirts	\$ 1,033.45	\$ 1,300.00	
Trophies & Awards	\$ 5,831.00	\$ 6,000.00	
Striped Shirts	\$ 300.00	\$ 300.00	
Refs	\$ 1,500.00	\$ 1,500.00	
Trash Bags, etc	\$ 292.19	\$ 300.00	
Waiver Printing	\$ 75.00	\$ 75.00	
Licensing Fees	\$ 5,000.00	\$ 5,000.00	
Travel for Macker Staff	\$ 2,000.00	\$ 2,000.00	
Stickers	\$ 119.97	\$ 119.97	
	\$ 29,567.37	\$ 30,913.97	
Income			
Team Entry Fees	\$18,000.00	\$20,000.00	Macker takes 30% of registration
Sponsors	\$ 15,000.00	\$14,500.00	
		\$ 250.00	
Tourism Commission	\$1,000.00	\$1,000.00	
Total Income	\$34,000.00	\$35,750.00	
Overall Income	\$5,105.00	\$ 6,000.00	

Proceeds are distributed to
area schools



Name of Organization: Moberly Area Chamber of Commerce | **Date:** 7/27/23

Contact Person: Megan Schmitt

Address: 211 West Reed St Moberly, MO 65270 | **Telephone:** 660-263-6070

Date of Event: September 9 & 10, 2023 | **Name of Event:** Junk Junktion Vintage Market

How Event Promotes Tourism in Moberly

1. What are the specific, measurable tourism benefits your event or capital project produces?

This event is Moberly's largest tourism event and largest county event. It was started in 2018 as a way to drive tourism traffic to Moberly. The first year it only had 17 vendors and this year it has almost 100. We have 95 as of July. Due to the scale of this event, type of event and location of the event it encourages visitor spending and visitors drive from several hours away to attend. Last year, visitors were estimated to be around 15,000 people from 12 states. We know these details as we track vendors and toured a cell phone data tracking software where they reported 15,000 people were in attendance on Saturday only. The economic impact is estimated to be over \$3 million dollars. We have heard personal stories where many businesses receive record sales.

2. How does your event promote tourism, conventions, and other events within the city?

We specifically work with the hotels, restaurants & shops for this event. All the hotels are always full and last year we saw overflow in Glasgow Airbnbs, Jefferson City and Brookfield. This is three other counties besides Moberly that we are affecting due to our shortage in hotel rooms. This data was from the cell-phone data tracking software. We ask the restaurants and shops to give us measurable data to compare and they are always hitting record sales.

3. How does your event attract non-residents?

Many people, women especially, love vintage markets and will bring their friends in for a weekend of fun. This is such a unique event to Missouri and further draws visitors. It has now grown so large that it is something Moberly is known for.

4. If your application were accepted, how would the tourism funds granted be used? (If marketing, fill out itemized marketing budget)

The funds will be used for a commercial & with social media advertising. Commercials are extremely expensive, but we have had really good luck with KOMU advertising. We also would like to do a really large push towards social media as well for all of the events and activities happening on that weekend.

Financial Statement (See Attached)

Statement of Assurances

Any funds received under this grant will be used for the purposes described in this application. The figures, facts, and representations in this application are true and correct to the best of my knowledge.

Name (Please Print): Megan Schmitt

Signature: Megan Schmitt 6

Date: Aug 1, 2023 Title or Office Held: Executive Director

Itemized Budget of Marketing Grant Funds

(Grant column should match grant dollars in detailed budget) (Total cost should match Advertising dollars in detailed budget)

Item	Description	Total Cost	Grant
Commercial	Commercial with KOMU marketing the event	\$1,500	\$750
Facebook Ads	FB & IG ads targeting the event	\$750	\$250
Radio Ads	Radio ads targeting event attendees	\$500	0
Postcards	Postcards passing out to businesses & vendors	\$400	0
Stickers for Signs		\$400	0
Rack Cards		\$200	0
	TOTAL		\$1,000

Junk Junktion 2023 | September 9 & 10

Expenses	2022 Budget	2023 Budget	Notes
Porta Potty	\$ 2,100.00	\$ 2,100.00	
Handwash Stations	\$ 800.00	\$ 800.00	
Cups	\$ 631.86	n/a	We had so many left year that we didn't n for this year
Postcards	\$ 349.00	\$ 400.00	
Yard Sign Stickers	\$ 392.67	\$ 400.00	
Tshirts & Staff Tshirts	\$ 75.00	\$ 75.00	
Music	\$ 1,750.00	\$ 1,000.00	
Commercial	\$ 1,500.00	\$ 1,500.00	
Kwix Kres Radio Ads	\$ 300.00	\$ 500.00	
Insurance	\$ 1,800.00	\$ 2,000.00	
Facebook Ads	\$ 500.00	\$ 750.00	
Postage & Envelopes	\$ 150.00	\$ 150.00	
Paper & Toner	\$ 200.00	\$ 250.00	
Ad Design Costs		\$ 50.00	
Drone Videographer	\$ 500.00	\$ 500.00	
	\$ 10,548.53	\$ 10,475.00	

Income			
Vendor Income	\$8,533.71	\$11,295.00	
Food/Alcohol Vendor	Bundled into one above	\$5,175.00	
Tshirt Sales	\$197.58	\$ 250.00	
Tourism Commission	\$1,000.00	\$1,000.00	Estimate
Presenting Sponsor		\$1,500.00	
Music Sponsor	\$1,000.00	n/a	
Total Income	\$14,481.29	\$19,220.00	

Overall Income	\$4,582.76	\$ (8,745.00)
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MOBERLY TOURISM COMMISSION

GRANT APPLICATION

PROJECT SCORE SHEET

Date: 8/2/23

Name: Michelle Westhues

Name of Event: Junk Junktion

Name of Organization: Moberly Area Chamber of Commerce

Evaluation Factors	Possible Points	Score
Quantify expansion of tourism in Moberly	5	5
Positive Community Impact to Moberly	5	5
Quality and Uniqueness of proposed Project	5	5
Positive Economic Impact to Moberly	5	5
Stability of Management and capacity	5	5
Evidence of Community Support	5	4
Overnight Hotel Stays, Retail, Restaurant	5	5
Total	35	34

The following values are assigned to each numeric spread:

Outstanding - 5 points

Excellent - 4 points

Good - 3 points

Marginal - 2 points

Poor - 1 point

MOBERLY TOURISM COMMISSION

GRANT APPLICATION

PROJECT SCORE SHEET

Date: 8/2/23

Name: Michelle Westhues

Name of Event: Gus Macker

Name of Organization: Moberly Community Betterment

Evaluation Factors	Possible Points	Score
Quantify expansion of tourism in Moberly	5	5
Positive Community Impact to Moberly	5	5
Quality and Uniqueness of proposed Project	5	5
Positive Economic Impact to Moberly	5	5
Stability of Management and capacity	5	5
Evidence of Community Support	5	4
Overnight Hotel Stays, Retail, Restaurant	5	5
Total	35	34

The following values are assigned to each numeric spread:

Outstanding - 5 points

Excellent - 4 points

Good - 3 points

Marginal - 2 points

Poor - 1 point

**Minutes of Meeting
Tourism Advisory Committee
July 11, 2023
9:00 AM**

The Tourism Advisory Commission for the City of Moberly met in a regular session on Tuesday, August 1, 2023, at 9 :00 a.m. in the Conference Room at City Hall. The meeting was called to order by Chairman, Tom Sanders.

Members Present: **Janie Riley
Jonique Barnett
Sarah Graff**

City Staff Attending: **Tom Sanders, Dir. Of Comm. Dev.
Shirley Olney, Executive Assistant**

Members Absent: **John Kimmons-City Council liaison.
Ryan Blackwell
Mark Fischer**

Visitors: **Michelle Westhues**

Tom Sanders opened the meeting at 9:00 AM. 3 members were absent from the meeting.

The minutes from the June 13 and July 11, 2023, were reviewed. Tom Sanders asked if there were any corrections. Janie Riley made a motion to approve these minutes as presented. Sarah Graff seconded the motion. Motion carried.

Mr. Sanders asked if there was any new business. There being none for discussion Mr. Sanders moved onto the next item on the agenda.

Mr. Sanders moved to the first item on the agenda "Review of Proposals". Ms. Westhues presented a proposal from Moberly Chamber of Commerce for the Junk Junktion event being held in September 2023. Ms. Westhues noted that businesses in the downtown area had record sales in those days. Ms. Westhues stated that they performed a zip code tracker and cell phone data tracking and people are traveling a long distance to attend this event. Ms. Westhues also presented a proposal from Moberly Community Betterment for the Gus Macker event being held in September 2023. Ms. Westhues noted that registration for the event is online so the tracking of location of participants is easy. After a brief discussion from the board, a motion was made by Janie Riley to approved both applications for the \$1,000. Jonique Barnett seconded the motion.

Mr. Sanders moved to the second item on the agenda "Update from Moberly Chamber of Commerce on Tourism Activities". Ms. Westhues presented to the board the July report for social media stats.

Mr. Sanders moved to the third item on the agenda "information on Account Balance of the Lodging Tax". Mr. Sander reviewed the amount of funds in the two accounts with the board.

Mr. Sanders moved to the fourth item on the agenda "discussion of guidelines". Mr. Sanders and the board reviewed the edits received from Michelle Westhues, after a brief discussion Ms. Westhues will make the recommended changes for review by the City Council.

Tom Sanders asked if there was anything else to be brought before the Commission. Ms. Westhues stated to the board that the Downtown CID board has approved the purchase of a synthetic ice rink to be placed at the Fennel Complex. They are looking for this to be open from November through

January each year. Mr. Sanders asked if there was anything else. There being no other business Sarah Graff made a motion to adjourn. Janie Riley seconded the motion to adjourn. Meeting adjourned.

WS #1.

Next meeting scheduled for September 12, 2023, at 9 AM.

City of Moberly

City Council Agenda Summary

Agenda Number: WS #2.
 Department: City Manager
 Date: August 21, 2023

Agenda Item: Proposed Revised Tourism Advisory Commission Guidelines.

At the August 1, 2023, Moberly Tourism Commission meeting the board reviewed the current guidelines. After several minutes of discussion, the board made these changes to the guidelines:

- *Adding a definition of what a tourist is at the beginning
- * Adding more definition under the duties of the Moberly Tourism Commission
- *Changing the times of the meetings to second Tuesday of each month at 9 AM
- *The board revised the how to apply section of the guidelines (adding new sections and removing old sections)

Please find attached a marked up set of guidelines identifying proposed changes.

Recommended

Action: Direct staff to bring to the September 5th 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 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___ **Brubaker** ___ ___

Council Member

M___ S___ **Lucas** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Jeffrey** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed



MOBERLY TOURISM COMMISSION

GENERAL INFORMATION SHEET

The goal of the Moberly Tourism Commission is to increase the number of tourists and tourism activities in the City of Moberly through projects and programs which will result in visitors spending the night in one of our hotels, motels, bed and breakfast inns, or campgrounds, shopping in Moberly, and creating sales tax revenues. According to the Missouri Division of Tourism a tourist is defined as someone traveling from 50 miles or more to your destination.

Moberly Tourism Commission (MTC) RsMO. 67.1364

1. **The Moberly Tourism Commission (MTC):** The MTC shall consist of five voting members. The City Manager or his/her designee shall act as the non-voting chairman. The City Manager or his/her designee shall solicit recommendations for appointment to the MTC and submit those nominations to the Moberly City Council. The Moberly City Council shall make all appointments to the MTC.
2. **Member Qualification:** The MTC shall consist of five members, one will be a representative of the hotel and motel industry and two shall be active in the Tourism Industry; the remaining members of the commission will be members of the local general business interests in the City or County. One member of the city governing body shall serve as liaison in a non-voting capacity.
3. **Terms of Office:** Members of the tourism commission will be appointed for a term of three years; but of the members first appointed, one shall be appointed for a term of one year, two shall be appointed for a term of two years, and two shall be appointed for a term of three years. Members of the commission may serve no more than two consecutive terms. The members will serve without compensation.
4. **Duties of the Moberly Tourism Commission (MTC):** The MTC shall provide recommendations, guidance and ideas to the City Council of Moberly for the promotion and expansion of tourism and tourism related activities in accordance with the City of Moberly Ordinance Number 7572 or as amended. The Commission shall conduct monthly meetings. All meetings are subject to the "Missouri Open Meetings" laws.
5. **Department of Tourism:** There shall be a separate department within the City General fund established for all revenues for the lodging tax, related revenues and tourism expenditures. There shall also be a restricted account, which shall accrue annual surplus or deficit amounts. All revenues in this fund shall be used for tourism related activities. The MTC is responsible for the evaluation of all grant applications. ~~and shall participate and/or obtain membership in related tourism associations.~~
6. **Fund Administration:** The MTC shall review and prioritize both activities and capital expenditures annually. Types of activities would include but would not necessarily be limited to, festivals, directional signage to tourist sites, capital improvement (aesthetic improvements) in public areas, and other such events or activities that would promote tourism in the City of Moberly. Types of activities that cannot be allocated for are capital campaigns, political activities, and salaries. Invoices for payment shall be made to the City of Moberly, 101 West Reed Street, Moberly, Missouri. Once every 14 completed all paid invoices along with cancelled checks or receipts shall be submitted to the City of Moberly, 101 West Reed Street,

7. Eligibility Requirements:

1. The Organization must be a not-for-profit organization qualified to do business in Missouri, or sponsoring non-business related community events.
2. All events, performances, or programs must be open to the public.
3. Events cannot be unreasonably restrictive through admittance fees, public access or crowd capacity, which limits participation by visitors.
4. The event or some portion of the event occurs within the city limits of Moberly or otherwise attracts overnight non-residents to Moberly lodging facilities.
5. General Marketing will be funded at 100%.
6. Targeted Marketing funds requires a 50% match by the sponsoring organization.
7. Capital Improvement and Aesthetic Improvements are recommended to be funded at 50% but may be funded up to 100%.

8. Allocation of Funds: Tourism funds and allocation of the Tourism Commission funds will be determined in accordance with submittal and approval of the City budget. Per Section 2-39 of the Moberly Municipal Code, all expenditures must be approved by the City Council. MTC funds will be allocated along the following lines:

- The Tourism Commission will consider to approve, disapprove or table grant applications on 9:00 AM on the second Tuesday of the month at City Hall. 6:00 PM on the second Tuesday of January, April, July, and October. Recommendations from the Tourism Commission will be distributed to the Council along with the minutes of the meeting within ten days of the Commission meeting. Any previous grant recipients who wishes to reapply should apply in the January grant cycle.
- An amount will be budgeted yearly for funding for the General Marketing of Moberly. This amount will be from the total lodging tax budgeted revenue for the year.
- Approximately ten thousand dollars (\$10,000) of the budgeted lodging tax revenue will fund marketing activities. These funds are to be used at the sole discretion of the Moberly Tourism Commission in accordance with tourism guidelines.
- Approximately ten thousand dollars (\$10,000) of budgeted lodging tax revenue will fund capital improvements. These funds are to be used at the sole discretion of the Moberly Tourism Commission in accordance with tourism guidelines.
- Budgeted Funds for the fiscal year will be granted on a first come bases until the budgeted funds are expended.

A. General Marketing:

A marketing plan promoting Moberly will be budgeted and implemented through the Tourism fund. This marketing plan will be implemented and administered through a contract with the Moberly Area Chamber of Commerce. This amount will be budgeted every year from the total lodging tax budget.

B. Targeted Marketing:

This fund will be used for the promotion and marketing of specific programs for tourism and tourism-related activities. The MTC will receive applications for these funds and pass on their recommendations to the City Council. The MTC shall not be the sole source of funding

for Targeted Marketing/advertising. In no instance shall Tourism monies exceed 50% of the amount of actual approved expenditures for targeted marketing/advertising.

WS #2.

Eligible Uses for Moberly Tourism Funds:

1. printed advertising including posters, banners, signage, brochures, etc.
2. newspaper advertising
3. radio advertising
4. electronic advertising
5. social media advertising
6. television advertising

Ineligible Uses for Moberly Tourism Funds:

- a. Entry Fees/Entertainment
- b. Hotel Rooms
- c. Transportation Expense
- d. Insurance
- e. Concessions
- f. Souvenirs
- g. Officials
- h. City Labor Costs
- i. Postage, Letters
- j. Contract or second party advertising (contracted)
- k. Photography
- l. Promotional Items

C. Capital Improvement Projects and Aesthetic Improvements:

This fund would include material items that will enhance the cultural and physical beauty of the community, and complement tourism activities. These improvements are recommended to be funded at 50% but may be funded up to 100%. Eligible uses for this program will be capital improvements/city facilities that encourage/enhance tourism.

Examples include, but are not limited to:

- a. Arts enhancements
- b. Wayfinding
- c. New tourism business development
- d. Digital media and/or website development

9. Before You Apply: All applicants of the Moberly Tourism Commission are required to set up a meeting with the Tourism Specialist, who can be located at the Moberly Area Chamber of Commerce (211 W Reed St), before they are eligible to apply for the grant. This ensures that the Tourism Specialist knows about the event(s) and/or projects happening in the community.

10. How To Apply: Obtain an application from the City Manager's office at City Hall, the Moberly Area Chamber of Commerce office or online at moberly.com/tourism commission. The following items must be part of the application process:

1. Fully complete the application along with any other pertinent documents to the City Manager's Office located at 101 W. Reed Street, Moberly, MO 65270 or to the Moberly Area Chamber of Commerce office, 211 West Reed Street Moberly, MO 65270 four-six months prior to the event.
2. Carefully address the evaluation criteria.
3. Set up a meeting with the Tourism Specialist, Michelle Westhues at the Moberly Area Chamber of Commerce office to review your application.

4. ~~The Committee should receive the application **ninety (90) days prior to the planned event date when possible. Any application received later than 90 days may be tabled until the next meeting. It is mutually advantageous to have the application acted upon up to six (6) months prior to the planned event date.**~~
5. ~~It's recommended that the application be typed and that a representative from the sponsoring group applying for the funds would attend the application review process by the Moberly Tourism Commission. (Previous points 4 & 5 were combined).~~
6. ~~Specific evidence of tracking hotel rooms and visitors' zip codes is strongly encouraged to have a successful application. Additional funding sources are required.~~
7. ~~Submit evidence seeking additional funding sources, such as foundations, matching grant programs, etc. Applications can be submitted to Moberly City Hall or to the Moberly Area Chamber of Commerce.~~

WS #2.

11. Evaluation Criteria: Grant application for Moberly Tourism Fund shall be evaluated primarily on the following terms:

Item	Explanation
Quantify the expansion of tourism in Moberly	An event that meets a need for greater attention, in the total spectrum of Moberly attractions. The event or some portion of the event occurs within the city limits of Moberly or otherwise attract overnight non-residents.
Positive Community Impact to Moberly	The event complements the best interest of the Moberly Community. Measure how this enhances the visual environment that results in lasting positive impressions of the community.
Quality and Uniqueness of proposed Project	Be innovative in the promotion of the Moberly Community.
Positive Economic Impact to Moberly	Quantify how this provides economic opportunities for Moberly businesses.
Stability of Management and capacity	A repeat of an event that has been successful in past years. This should not be interpreted, however, as an ongoing means of funding an event.
Evidence of Community Support	Be proposed by an organization (or individuals) that has/have an established history of successful accomplishments, measurable attendance, or letters of support from the community or organizations if a new event.
Overnight Hotel Stays	Overnight hotel stays, Retail, and Restaurants give events a greater weight. The event attracts overnight non-residents.

~~*After evaluation and scoring of proposals and applications, the amount recommended by the Tourism Commission will be a percentage equal to the cumulative scoring of the Tourism Commission. This will apply to the marketing activities and capital improvements allocations only and not the budgeted general marketing budget. Below is an example of the fundable amount based on scoring and evaluation:~~

~~Organization A submits an application for an upcoming event. Their total marketing budget is \$2,000.00. They are eligible for \$1,000.00 for their marketing budget if they are evaluated and scored at 100%. After evaluation and scoring, the Tourism Commission gives Organization A an eighty percent average score. Therefore, Organization A is only eligible for 80% of the 50% of their marketing cost or \$2,000.00 (\$2,000/50%)/80%=\$800.00~~ *Remove. This is confusing and the application states that this is a 50/50 matching grant.

WS #2.

- 12. Crediting City/Tourism Board For Funding Project:** The following statement will be incorporated on all printed material and/or television/radio marketing:

“Funding provided in part by Moberly Tourism Commission”. The official logo of The City of Moberly shall also be used on printed materials.

Failure to include statement or logo would result in a total cost disallowance for the portion of the grant project.

A follow-up report of any monies from the Moberly Tourism Committee MUST be received within ninety (90) days after the event.

The follow-up summary is attached. Said report will consist of actual financial statements, samples of promotional materials, event statistics and/or the usage of Tourism money to promote tourism in the Moberly Community

- 13. Conflict of Interest:** All members, including those who are active in tourism industry, hotel/motel industry and local business must, at the time proposals for funding are being judged, indicate if they have a conflict of interest in regard to any of the proposals. This conflict can include, but is not limited to, monetary gain through grant funding for a not-for-profit entity engaged in the competition with which the member has a vested interest of familial ties within the first degree with any person conflicted in the competition.
- It is the member’s responsibility to point out any conflict or potential conflict of interest that is occurring or may occur. If any conflict of interest does occur, the conflicted members must excuse themselves from the area of discussion until the comment period is completed. Conflicted members may not comment on any proposal or issue, nor may they vote on any proposal or issue with which they have conflicts.

City of Moberly

City Council Agenda Summary

Agenda Number: WS #3.

Department: Administration

Date: August 21, 2023

Agenda Item: Review Of A Cooperative Agreement For Funding Of Placer AI Services.

Summary: Recently, the Tourism Commission reviewed a tracking system through Placer and another company to help with understanding visitors and traffic for events and programs in Moberly. After the review, it was determined this would be a great tool for determining and quantifying tourism efforts in the area. The Chamber, as tourism contractor, reached out to various entities that would benefit from access to this information. The attached agreement outlines the amounts each entity would contribute to this service. This service will help these entities learn how residents and employees are moving into and out of our community. This will assist in seeing how migration affects the local economy by exploring demographic changes.

Recommended Action: Direct staff to bring to the September 5th 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 type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input checked="" type="checkbox"/> Other <u>agreement</u>

Roll Call

Aye Nay

Mayor

M___ S___ **Brubaker** ___ ___

Council Member

M___ S___ **Lucas** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Kyser** ___ ___

M___ S___ **Jeffrey** ___ ___

Passed Failed

COOPERATION AGREEMENT FOR FUNDING OF PLACER.AI SERVICES

THIS COOPERATION AGREEMENT FOR FUNDING OF PLACER.AI SERVICES (this “**Agreement**”) is made and entered into as of the _____ day of _____, 2023, (the “**Effective Date**”) by and among the MOBERLY CHAMBER OF COMMERCE, INC., a Missouri not for profit corporation having a principal office at 211 West Reed Street, Moberly Missouri 65270 (the “**Chamber**”); the CITY OF MOBERLY, MISSOURI, a city of the third classification and Missouri municipal corporation having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**City**”); the DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT, a community improvement district and Missouri political subdivision established pursuant to sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended and having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**District**”); and the COUNTY OF RANDOLPH, by and through the Randolph County Commission, a Missouri county of the third class having a principal office at 372 HWY JJ, Huntsville, Missouri 65259 (the “**County**” and, collectively with each of the foregoing, the “**Parties**”).

RECITALS

A. Sections 70.210 through 70.320 of the Revised Statutes of Missouri, as amended, authorize municipalities and other political subdivisions to contract and cooperate with other municipalities and political subdivisions and with any private person, firm, association or corporation for the planning, development, or operation of any public service, the subject and purposes of which are within the scope of the powers of such municipality or political subdivision, including without limitation the promotion of tourism.

B. The Chamber has tested certain demographic and consumer counting, location, and data services available from Placer Labs, Inc. through a service known as Placer.ai and then distributed samples of such data to the City, the District, and the County, and all parties desire to secure a contract for the Placer.ai service, which is expected to further the purposes of the District and to aid in further promotion of tourism for the region.

C. The Chamber negotiated a potential service contract for such service at a cost of \$12,000 per year for a period of two years, for a total cost of \$24,000, with the Chamber hosting and contracting directly for such service.

D. The parties desire to contribute funding for such service, subject to annual appropriation, in the amounts set forth below, all as further provided in and subject to the terms and conditions of this Agreement.

AGREEMENT

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

1. **Undertakings by Chamber.** The Chamber shall contract for and administer services through the Placer.ai platform that will substantially include, without limitation, the capability of generating tourism and demographic reports on the following:

- Accurate foot traffic counts and dwell time
- Displays of frequent-visitors-density by home and work locations
- Customers' demographics, interests, and time spent at relevant locations
- Where customers are coming from and going to, and the routes they take
- Benchmarking of foot traffic, market share, audiences, and other key metrics
- Competitive insights

The Chamber shall contract for such services for a period not to exceed two (2) years at a total cost not to exceed twelve thousand dollars (\$12,000.00) per year. The Chamber shall further work cooperatively with the other Parties to promptly provide information available from such contracted services to the other Parties as may be reasonably requested.

2. **Funding Obligations.**

- a. The Parties agree to provide the following annual funding amounts to support securing the services described above:

District:	\$4,000 per year
City (through its Parks & Rec. Dept.):	\$2,000 per year
Chamber (from Tourism funds):	\$4,000 per year
County:	\$2,000 per year

- b. The Chamber shall invoice each Party for its respective funding contribution and each Party shall pay the Chamber for the amount of such invoice promptly.

3. **Term.** Subject to an Event of Non-Appropriation as defined below, the term of this Agreement shall commence on September 1, 2023 or the date the final party hereto executes said Agreement, whichever is later (the "Effective Date") and remain in force and effect for a period of Two (2) years following the Effective Date. This Agreement shall not renew without further written agreement of the Parties.

4. **Subject to Annual Appropriations.** In the event that any Party fails to appropriate or otherwise allocate funds sufficient to satisfy the obligations of such Party under this Agreement for the succeeding fiscal year of such party (an "**Event of Non-Appropriation**"), then the funding obligations of such Party shall terminate as of the last day of the then current fiscal year of such party. If an Even of Non-Appropriation occurs, the Party failing to make such appropriation or allocation shall promptly provide written notice to the other Parties, and the other Parties shall then promptly meet and confer to develop a plan for proceeding under this Agreement without the participation of the Party causing the Event of Non-Appropriation. Subject to the possibility of an

Event of Non-Appropriation, each Party hereby affirms its intention to continue funding its obligations under this Agreement in its second year.

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

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

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

If to the Chamber: Moberly Chamber of Commerce, Inc.
101 West Reed Street
Moberly, Missouri 65270
Attention: President and Board of Directors

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

If to the County County of Randolph
County Administration Building
Huntsville, Missouri 65259
Attention: Presiding Commissioner

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

with a copy to: Cunningham, Vogel & Rost, P.C.
 3660 South Geyer Road, Suite 340
 St. Louis, Missouri 63127
 Attention: Greg H. Dohrman, Esq.

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

8. **Limited Assignment.** This Agreement shall not be assignable by any Party without prior written consent of the other Parties.

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

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

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

12. **Entire Agreement; Amendment; Counterparts.** The Parties agree that this Agreement constitutes the entire agreement among the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties with respect to the subject matter hereof. This Agreement shall be amended only in writing and effective when signed by the duly authorized agents of each of the Parties. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

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

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

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

**MOBERLY CHAMBER OF COMMERCE,
INC.**

By: _____
Printed name:
Title:

ATTEST:

By: _____
Title:

CITY OF MOBERLY, MISSOURI,

By: _____
Mayor

ATTEST:

By: _____
Shannon Hance, City Clerk

THE COUNTY OF RANDOLPH

By: _____
Presiding Commissioner

ATTEST:

By: _____
County Clerk

**DOWNTOWN MOBERLY COMMUNITY
IMPROVEMENT DISTRICT**

By: B. C.
Chair

ATTEST:

By: Doug Sharp
Secretary

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #4.

Department: Community
Development

Date: August 21, 2023

Agenda Item: Issuance Of A Special Tax Bill For Demolished Property At 425 E Rollins St.

Summary: Wiedeman Dozing completed the removal of structure at 425 E Rollins St. The final step in the process is to issue special tax bills and record them with the Randolph County Recorder. With your approval, ordinances authorizing the issuance of special tax bills to the property owners will be prepared.

Recommended Action: Bring forward to the regular City Council meeting on September 5, 2023, for final approval.

Fund Name: Structure Demolition Debris.

Account Number: 100.005.5418

Available Budget \$: 173,689.14

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___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Kimmons**

M___ S___ **Jeffrey**

M___ S___ **Kyser**

Passed Failed

Report of Director of Community Development

To: The Honorable Mayor and City Council

Ladies and Gentlemen:

The demolition of a structure located on **Hunt Godfrey & Porters 1st Addition of Moberly: E 90' Of S 167' Of W 727' Blk 9, Ex 11' For New R/W or more commonly known as 425 E. Rollins Street** in the City of Moberly, Missouri has been completed.

According to County records, this property is owned by Beth Key of Moberly, Missouri

I find that said demolition has been completed in accordance with the Ordinances of the City of Moberly.

Wiedeman Dozing of Leonard, MO was contracted to do the work.

Demolition fees	\$ 6,800.00
Materials, hauling fees & surcharges	\$ 5,373.38
Asbestos testing & abatement	\$13,779.00
Utility Disconnect	\$ 550.00
Recording fees & O&E report	\$ 133.00
Newspaper Public Notice Fee	\$ 1,000.00

The total cost(s) to be charged against the properties was heretofore determined to be **\$27,635.38**

Director of Community Development

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #5.

Department: Community
Development

Date: August 21, 2023

Agenda Item: Issuance Of A Special Tax Bill For Abatement After A House Fire Property At 115 Hurley St.

Summary: Wiedeman Dozing completed the removal debris after a house fire at 115 Hurley St. The final step in the process is to issue special tax bills and record them with the Randolph County Recorder. With your approval, ordinances authorizing the issuance of special tax bills to the property owners will be prepared.

Recommended Action: Bring forward to the regular City Council meeting on September 5, 2023 for final approval.

Fund Name: Structure Demolition Debris

Account Number: 100.005.5418

Available Budget \$: 173,689.14

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

Report of Director of Community Development

To: The Honorable Mayor and City Council

Ladies and Gentlemen:

The demolition of a structure located on **Buchanan's 2nd Addition of Moberly: Block Four (4): W 20' of Lot Forty-six (46) and all of Lot Forty-seven (47), Block Four (4), Also a Tract 95' N & S by 170' E & W Adjoining on North or more commonly known as 115 Hurley Street** in the City of Moberly, Missouri has been completed.

According to County records, this property is owned by Robert J. Little of Moberly, Missouri

I find that said abatement has been completed in accordance with the Ordinances of the City of Moberly.

Wiedeman Dozing of Leonard, MO was contracted to do the work.

Demolition fees	\$ 6,500.00
Materials, hauling fees & surcharges	\$ 2,930.07
Recording fees & O&E report	\$ 33.00
Newspaper Public Notice Fee	\$ 75.00

The total cost(s) to be charged against the properties was heretofore determined to be **\$9,538.07**

Director of Community Development

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #6.

Department: Community
Development

Date: August 21, 2023

Agenda Item: Review Of A Paving Agreement With Smart Lock Self Storage.

Summary: The following is a paving agreement for the property located at 1317 S Morley St. The owners of the property are nearing completion of the buildout and occupancy and are not satisfied with the installation of the Tru-Grid permeable surface. They seek to submit a bond for completing the paving of the front parking area in compliance with City of Moberly regulations and would like to obtain temporary occupancy while completing this part of the project.

Recommended Action: Bring forward to the regular City Council meeting on September 5, 2023, for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

PAVING EXTENSION AGREEMENT

THIS AGREEMENT BY AND BETWEEN the CITY OF MOBERLY, MISSOURI
hereinafter referred to as “**City**” and Smartlock Self-Storage
hereinafter referred to as “**Owner**”;

WHEREAS, Section 46 of Article IV of the City’s Zoning Ordinance requires paving at the time of occupancy around a commercial business that is new, newly acquired or a change of use and property that has more than two family dwelling units located on said property (Multi-Family or Multi-Unit and Single Family and duplex residences). All new single and duplex residential properties shall be required to improve no more than 75 feet of drive from edge of the paved street onto their lot or parcel with an all-weather material, such as asphalt* or concrete as specified by the city; and

WHEREAS, the City is willing to extend the time for completing the paving until April 10, 2024.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. “**Owner**” shall be granted an extension to complete required paving and shall be issued forthwith a “**Temporary Certificate of Occupancy**” **once a bond is in place with the City**. A structure may not be occupied without a bond in place or paving completed.
2. “**Owner**” shall deposit with the “**City**” a cash deposit of \$6,480 which shall be refunded to “**Owner**” when pavement is completed within the time allotted. Further, in the event paving is not completed within the allotted time period, said cash deposit shall be forfeited by “**Owner**” and “**Owner’s Temporary Certificate of Occupancy**” shall be revoked.
3. *Pavement within the right-of-way shall be required to be at a minimum of 3,500 psi Portland cement concrete pavement, six inches (6”) with reinforcement, or seven inches (7”) without, and a minimum of four inches (4”) of compacted rock base.

Agreed to this _____ day of _____, 20 ____.

City of Moberly
By:

Owner

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #7.

Department: Community
Development

Date: August 21, 2023

Agenda Item: Receipt Of Proposal For In-Fill Housing.

Summary: Attached is the proposal that was received on August 16, 2023, for the in-fill housing on 728 Benson from R&D Properties. This was the only proposal received on the ad for proposals.

Recommended Action: Direct staff to bring forward to the September 5, 2023, 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 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 <u>Proposal</u>

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Kimmons**

M___ S___ **Jeffrey**

M___ S___ **Kyser**

Passed

Failed

CITY OF MOBERLY
In-Fill Housing
"BID OPENING"

Date: 8/16/2023
10AM

R & D Properties

\$ 7094711 Benson

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

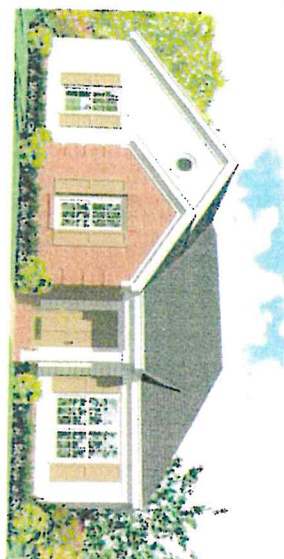
\$

\$

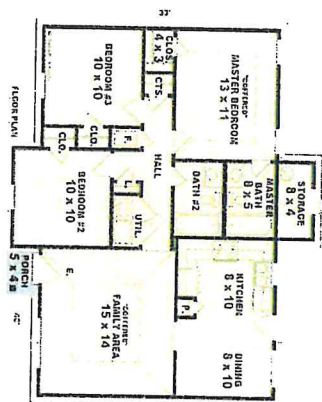
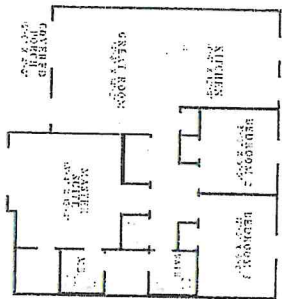
In-Fill Development Proposal | 728 Benson, Moberly, Missouri

R&D Properties, LLC is submitting this proposal for in-fill housing development on the lot located at 728 Benson, Moberly, MO.

Below are two examples of potential housing designs we are proposing for this lot if our proposal is accepted and approved.



Potential Elevations / Floorplans for 728 Benson, Moberly, MO.



- All proposed plans for this location are in the range of 1000-1100 sq ft

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #8.

Department: Public Works

Date: August 21, 2023

Agenda Item: Receipt Of Bids For A New Spreader For Tandem Axle.

Summary: This is a MoDOT Bid. Their contract is with Viking Cives. The bid is attached.

Recommended Action: Direct staff to bring forward to September 5, 2023, regular City Council meeting for final approval.

Fund Name: Street CIP

Account Number: 601.000.5502

Available Budget \$: 252,675.97

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Kimmons**

M___ S___ **Jeffrey**

M___ S___ **Kyser**

Passed

Failed



22956 Hwy 61
PO Box 295
Morley, MO 63767
Phone: 573-262-3545
Fax: 573-262-3369

Quote

Quote #	Date
170252	07/28/23

Customer			
CITY OF MOBERLY			
*****email invoices*****			
101 WEST REED ST			
MOBERLY	MO	65270	

Ship To			
CITY OF MOBERLY			
101 WEST REED ST			
MOBERLY	MO	65270	

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
quote tim	NET 30	DALE	07/28/23			

Item	Description	Ordered	UOM	Price Per	Total Price
SALES	per MODOT Spreader contract (60521C001600)	1.00	EA	0.00	0.00
MO18SCSPR128	13' Viking-Cives VCM-C-13-82-54 201SS drag chain spreader per MoDOT specification / includes tanks	1.00	EA	22,954.00	22,954.00
MSRP4395	Viking DOT upgrade package, which includes: manual rear-opening tailgate to allow quick dumping, removable poly floor, and remote chain tensioner (single axle)	1.00	EA	3,582.00	3,582.00
MSRP4400	Stainless steel tailgate latch bar	1.00	EA	390.00	390.00

Prepared By: dwillis@vikingcivesmidwest.com

Memo:

Customer must fill out the information below before the order can be processed.

Accepted by: _____ Date: _____ P.O.#: _____

*Quoted price does not include any applicable taxes.

*Terms are Due Upon Receipt unless prior credit

*Terms for established accounts: NET 30 days

*Please note if chassis is furnished, it is as a convenience and terms are on Receipt of Chassis

Sub-Total	26,926.00
Shipping	0.000
Discount	0.00
Taxes	0.00
Total	26,926.00

City of Moberly

City Council Agenda Summary

Agenda Number: _____

Department: Public Works

Date: August 21, 2023

WS #9.

Agenda Item: Receipt Of Bids For A New Track Loader.

Summary: This is a Sourcewell Bid. Their contract is with Martin Equipment and there will be a trade in amount deducted from the price. The bid is attached.

Recommended Action: Direct staff to bring forward to September 5, 2023, regular City Council meeting for final approval.

Fund Name: Street CIP

Account Number: 601.000.5502

Available Budget \$: 252,675.97

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Kimmons**

M___ S___ **Jeffrey**

M___ S___ **Kyser**

Passed

Failed



WS #9.

Martin Equipment
6787 County Road 312
Palmyra, MO 63461

Quote Issued To : CITY OF MOBERLY

MOBERLY CITY HALL
MOBERLY , MO , 65270
6602698705

QUOTATION

Quote # : 9013508
Issue Date : 8/3/2023
Expire Date : 9/23/2023
Est Delivery : 3/5/2024
FOB :

Quote Issued By : Bird, Chris

ITEMS LISTED FOR SALE

Item #	Year	Make	Model	Serial #	Hours	List Price	Sale Price
	2023	JD	325G	(TBD)	0	106,808.00	78,500.00

325G COMPACT TRACK LOADER
Cab/Heat/AC, Power QT, Hi Flow, SL & RC, 2Spd, LED Lights, Rev Fan, Chrome,
Heat Seat, Radio
Engine - Turbocharged - FT4
Cold Start Package
Engine Air Precleaner
English Operator's Manual and Decals
JDLink
Zig-Zag Bar Tread Pattern - 15.8 in. (400mm) Tracks
ISO-H Switchable Controls and EH Joystick Performance Package
Air Suspension Seat (Cloth with Heat)
2-Inch Seat Belt with Shoulder Harness
Rear View Camera
Footrest with Floormat
78 in Heavy Duty Construction Bucket (19.4 cu ft) w/ Serrated Edge
Counterweight, (Triple Set)
HD Rear Grille
Cab Severe Duty Polycarbonate Door

*****WARRANTY*****

2 YEAR OR UP TO 2000 HOUR FULL MACHINE COMPREHENSIVE WARRANTY
TRAVEL TIME AND MILEAGE ARE COVERED FOR THE FIRST 12 MONTHS
FOR WARRANTY RELATED ISSUES ONLY.

THIS MACHINE IS BEING SOLD USING THE SOURCEWELL MUNICIPAL
DISCOUNT. ACCOUNT NUMBER 94169

THANK YOU FOR THE OPPORTUNITY,
CHRIS BIRD

Total: 78,500.00

TRADE ALLOWANCES

TIV #	Year	Make	Model	Serial #	Trade Allowance
JAFTR270LDM462325	2013	CASE	TR270	JAFTR270LDM462325	30000.00
Total Trade Allowances :					30,000.00

QUOTE SUMMARY

Total Sale Price :	78,500.00
Less Trade Allowance :	30,000.00
Additional Taxable Items :	0.00
<hr/>	
Subtotal:	48,500.00
Sales Tax :	0.00
Additional Nontaxable Items :	0.00
<hr/>	
Total :	48,500.00

Acceptance Signature: _____ **Date:** _____

All quotations contingent upon strikes, delays, and conditions beyond our control. Prices subject to change with or without notice.
All prices are subject to expiration of any current sales programs and incentives.

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #10.

Department: Public Works

Date: August 21, 2023

Agenda Item: Voluntary Termination Of Hangar Leases At Omar N. Bradley Airport From Titus Chupp And ExcelAir8 And Approval Of New 15-Year Leases At A New Rate Of \$0.17 Per Square Foot By Both Parties Due To Interest In Swapping Hangar Locations.

Summary: ExcellAir8 needs the offices and extra capacity of the 80'x100'. We have people switch around hangars from time to time when someone gets more planes or downsizes. Titus just needs storage for his planes, and the bigger hanger will be better for ExcellAir8's business purposes.

Recommended Action: Please direct staff to bring forward to the September 5, 2023 regular City Council meeting for final approval.

Fund Name: Airport

Account Number: 120.000.

Available Budget \$: 10,088.00 & 17,000.00

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Brubaker**

___ ___

Council Member

M___ S___ **Lucas**

___ ___

M___ S___ **Kimmons**

___ ___

M___ S___ **Jeffrey**

___ ___

M___ S___ **Kyser**

___ ___

Passed Failed

LEASE

THIS LEASE made this the 14th day of September, 20 22 by and between the **City of Moberly, Missouri, a municipal corporation**, hereinafter called the "Lessor" and **Titus Chupp**, hereinafter called "Lessee".

WITNESSETH:

The Lessor leases to the Lessee premises located in the County of Randolph and State of Missouri, as follows:

Lots One (1) through Six (6) of the Omar Bradley Airport, First Addition of Moberly or more commonly known as 3570 East Outer Road, Moberly, MO.

1. To have and to hold the premises, containing 8,000 sq. ft. of structure for a term of fifteen (15) years from and after the 13th day of September, 20 22.

2. It is further understood and agreed by and between the parties that in addition to the payment by the Lessee of the cost of the construction of the airport hangar building located on the above described premises Lessee will pay as a rental fee per square foot of structure upon the above described lands to the City during the term hereof, at the rate of \$.15 sq. ft. per year, payable annually in advance, the first of said payments being due upon the execution of this lease, and the remaining payments being due on the third day of January thereafter during the primary terms hereof. It is understood and agreed by and between the parties that time is of the essence of this contract and Lessee does hereby bind him/her to pay promptly said rental payments for the full term hereof. Failure to make timely rental payments will be grounds for default. Also if Lessee shall violate any of the restrictions in this lease, or shall fail to keep any of its covenants after written notice to cease such violation and shall fail to correct such violation within thirty days, the Lessor may at once, if it so

elects, terminate the same and take possession of the premises. It is further understood and agreed that there shall be a mandatory site lease rent cost review by the airport advisory committee every fifth year, for the duration of the lease, for possible rent adjustment, based on inflation factors, not to exceed CPI, and airport improvements.

3. The Lessee shall have the right to erect, maintain and alter buildings or structure upon said premises providing such buildings or structures conform to the Building Code requirements of the City of Moberly, now or hereafter in effect. All plans for such buildings or structures shall be reviewed and approved by the said Airport Committee. Title to the building(s) erected by the Lessee shall remain with the Lessee and shall be transferable during the term of the lease (see item #9). Lessee agrees to comply with all city building code, inspection and permit requirements during the construction of the hangar building.

4. The building upon the premises shall be maintained in all respects by the Lessee during the term of this lease. The Lessee shall not make any substantial alteration in the external elevation or architectural design of the building after the same is constructed or injure or remove any of the principal walls or supporting timbers thereof without the consent in writing of the Lessor. The building upon the premises herein leased shall be used solely for the purpose of storage, repair and maintenance of aircraft and other purposes incidental to general aviation. The Lessor shall have the privilege of terminating this lease upon sixty (60) days' notice to Lessee that such lease will be terminated unless necessary repairs are made.

5. In the event of fire or any other casualty, the owner of such structure so affected shall either repair or replace the building to its original condition or return site to original condition. Such action must be accomplished within 90 days of the date the damage occurred. Upon petition by the Lessee, the Lessor may grant an extension of time if it appears such extension is warranted.

6. It is understood that the Lessor will maintain the apron and provide snow removal for the apron and ramps providing access to the leased premises.

7. Lessor agrees that following termination of this lease that Lessee shall have the right of first refusal to rent or lease the subject realty at the then prevailing rate and upon the then currently acceptable conditions. At the termination of this lease, whether the same be at the end of the lease or prior termination for cause, the Lessee shall surrender the premises, with all buildings erected thereon and additions thereto to the Lessor. Any building erected upon the premises herein leased or any fixture of a permanent nature placed upon said premises, including driveway, runways, or aprons, shall at the termination of this lease become the property of the Lessor without payment of any nature whatsoever to the Lessee, provided the Lessee does not wish to sell the facility or renew the lease.

8. The Lessee shall not suffer the premises or any improvements thereon to become subject to any lien, charge or any encumbrance whatsoever; it is being expressly agreed that the Lessee shall have no authority express or implied to create any lien, charge, or encumbrance upon the premises or the improvements thereon.

9. The Lessee shall not assign this lease, except with the Lessor's written consent.

10. Lessee agrees during the term of this lease not to interfere with the normal operations of the airport.

11. Lessee agrees that said hanger will be used only for the storage maintenance and operation of the Lessee's private aircraft and no services are provided to the general public, unless a business license is acquired and all other requirements of a commercial property are met, and the business is wholly aviation related. Final determination for "Aviation Related" will be made by the Airport Board.

12. It is agreed that the Lessor and its agents and servants at all reasonable times shall have the right to enter upon the premises leased to view the condition of the premises and the building.

13. The Lessee shall indemnify and hold harmless the City and all of its officers, agents, and employees from all suits or claims of any character brought for or on account of any injuries received by any person or property resulting from the lease, except to the extent such suit, action or claim is caused by the sole negligence or willful misconduct of the City, its officers, employees or agents.

14. The Lessee agrees to indemnify Lessor against all costs and expenses lawfully and reasonably incurred in or about the premises in the defense of action or proceedings, or in the discharge of the premises for any charge, lien or encumbrance or in obtaining possession after default of the Lessee, or the termination of this lease.

15. The Lessee agrees to remove any buildings on the premises that the Lessor determines to be a detriment to the premises at the sole expense of the Lessee. Lessor reserves the right (but shall not be obligated to Lessee) to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.

16. Lessor reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance.

17. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the airport which in the opinion of Lessor would limit the usefulness of the airport or constitute a hazard to aircraft.

18. During time of war or national emergency Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area,

the publicly-owned air navigation facilities and/or other area or facilities of the Airport. If any such agreement is executed, the provision of the agreement with the Lessor shall be suspended.

19. It is understood and agreed that the rights granted by this agreement will not be exercised in such a way to interfere with or adversely affect the use, operation, maintenance or development of a federally obligated Airport.


20. No official, officer, agent, attorney, employee, or representative of the City shall be personally liable to the Lessee or any other third party or their successors, assigns, heirs or personal representatives in the event of any default or breach by any party under this Lease.

21. Nothing contained in this Lease nor any act of Lessee or the City shall be deemed or construed to create a partnership, joint venture or agency relationship between the parties, or their agents or representatives and this lease is solely for the purpose of leasing the described property. The parties do not intend to confer any benefit under this Lease on any person or entity other than the parties named hereto.

22. All covenants, stipulation and agreements to this lease shall extend to and bind the successors and assigns of the parties respectively by and to whom the same have been made.

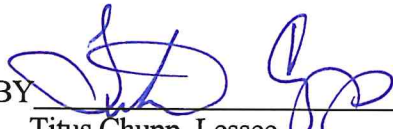
IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first above written.

CITY OF MOBERLY, MISSOURI
A Municipal Corporation

BY 
Thomas E Sanders, Public Works
Director

ATTEST:

Shannon Hance

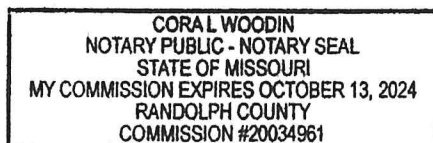
BY 
Titus Chupp, Lessee

STATE OF MISSOURI)
) SS
COUNTY OF RANDOLPH)

On this 7th day of September, 20 22, before me personally appeared Thomas E. Sanders, to me personally known, who, being by me duly sworn, did say that he is the Public Works Director of the City of Moberly, Missouri, a municipal corporation, and that the seal affixed to the foregoing instrument is the seal of said municipality and that said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Public Works Director, Thomas E. Sanders acknowledged said instrument to be the free act of deed of said municipality.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Moberly, the day and year first above written.

My Commission expires October 13, 2024.



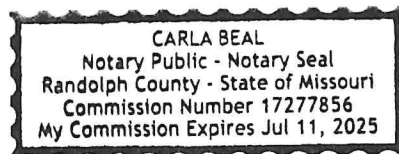

Notary Public

STATE OF MISSOURI)
) SS
 COUNTY OF RANDOLPH)

On this 13 day of September, 20 22, before me personally appeared Titus Chupp, to me personally known, who, being by me duly sworn, did say that he is the Owner of Diamond Building Supply and that the seal affixed to the foregoing instrument is the corporation seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Titus Chupp acknowledged said instrument to be the free act of deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Moberly, the day and year first above written.

My Commission expires July 11, 2025.



Carla Beal
 Notary Public

BILL NO: R1327RESOLUTION NO: R1327

A RESOLUTION APPROVING A LEASE AGREEMENT WITH TITUS CHUPP FOR PROPERTY LOCATED AT THE OMAR N. BRADLEY AIRPORT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE.


WHEREAS, Titus Chupp approached City staff desiring to enter into a fifteen year ground lease at Omar N. Bradley Regional Airport for construction of a hangar facility; and

WHEREAS, attached hereto is a proposed ground lease the terms of which have been agreed to by Titus Chupp and City staff; and

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

NOW, THEREFORE, the lease agreement with Titus Chupp, is hereby approved and the City Manager or his designee is hereby authorized to execute the Agreement on behalf of the City of Moberly, Missouri.

RESOLVED this 6th day of September, 2022, by the Council of the City of Moberly, Missouri.



Presiding Officer at Meeting

ATTEST:

Shannon Hance

Shannon Hance, MRCC, City Clerk

LEASE

THIS LEASE made this the 10th day of May, 2023 by and between the **City of Moberly, Missouri, a municipal corporation**, hereinafter called the "Lessor" and ExcelAir8, LLC, hereinafter called "Lessee".

WITNESSETH:

The Lessor leases to the Lessee premises located in the County of Randolph and State of Missouri, as follows:

All of Lots 17, 18, 19, 20, 21 and 22 of Block 1 of the Omar Bradley Airport, First Addition to the City of Moberly, Missouri, as recorded in Book 529B at Page 1. Subject to a 25 foot building setback from the North line of said Lots and those parts within the runway threshold or more commonly known as 3555 East Outer Road, Moberly, MO.

1. To have and to hold the premises, containing 6,400 sq. ft. of structure for a term of fifteen (15) years from and after the 10th day of May, 2023.

2. It is further understood and agreed by and between the parties that in addition to the payment by the Lessee of the cost of the construction of the airport hangar building located on the above described premises Lessee will pay as a rental fee per square foot of structure upon the above described lands to the City during the term hereof, at the rate of \$.15 sq. ft. per year, payable annually in advance, the first of said payments being due upon the execution of this lease, and the remaining payments being due on the third day of January thereafter during the primary terms hereof. It is understood and agreed by and between the parties that time is of the essence of this contract and Lessee does hereby bind him/her to pay promptly said rental payments for the full term hereof. Failure to make timely rental payments will be grounds for default. Also if Lessee shall violate any of the restrictions in this lease, or shall fail to keep any of its covenants after written notice to cease such

action must be accomplished within 90 days of the date the damage occurred. Upon petition by the Lessee, the Lessor may grant an extension of time if it appears such extension is warranted.

6. It is understood that the Lessor will maintain the apron and provide snow removal for the apron and ramps providing access to the leased premises.

7. Lessor agrees that following termination of this lease that Lessee shall have the right of first refusal to rent or lease the subject realty at the then prevailing rate and upon the then currently acceptable conditions. At the termination of this lease, whether the same be at the end of the lease or prior termination for cause, the Lessee shall surrender the premises, with all buildings erected thereon and additions thereto to the Lessor. Any building erected upon the premises herein leased or any fixture of a permanent nature placed upon said premises, including driveway, runways, or aprons, shall at the termination of this lease become the property of the Lessor without payment of any nature whatsoever to the Lessee, provided the Lessee does not wish to sell the facility or renew the lease.

8. The Lessee shall not suffer the premises or any improvements thereon to become subject to any lien, charge or any encumbrance whatsoever; it is being expressly agreed that the Lessee shall have no authority express or implied to create any lien, charge, or encumbrance upon the premises or the improvements thereon.

9. The Lessee shall not assign this lease, except with the Lessor's written consent.

10. Lessee agrees during the term of this lease not to interfere with the normal operations of the airport.

11. Lessee agrees that said hanger will be used only for the storage maintenance and operation of the Lessee's private aircraft and no services are provided to the general public, unless a business license is acquired and all other requirements of a commercial property are met, and the business is wholly aviation related. Final determination for "Aviation Related" will be made by the Airport Board.

12. It is agreed that the Lessor and its agents and servants at all reasonable times shall have the right to enter upon the premises leased to view the condition of the premises and the building.

13. The Lessee shall indemnify and hold harmless the City and all of its officers, agents, and employees from all suits or claims of any character brought for or on account of any injuries received by any person or property resulting from the lease, except to the extent such suit, action or claim is caused by the sole negligence or willful misconduct of the City, its officers, employees or agents.

14. The Lessee agrees to indemnify Lessor against all costs and expenses lawfully and reasonably incurred in or about the premises in the defense of action or proceedings, or in the discharge of the premises for any charge, lien or encumbrance or in obtaining possession after default of the Lessee, or the termination of this lease.

15. The Lessee agrees to remove any buildings on the premises that the Lessor determines to be a detriment to the premises at the sole expense of the Lessee. Lessor reserves the right (but shall not be obligated to Lessee) to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.

16. Lessor reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance.

17. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the airport which in the opinion of Lessor would limit the usefulness of the airport or constitute a hazard to aircraft.

18. During time of war or national emergency Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other area or facilities of the Airport. If any such agreement is executed, the provision of the agreement with the Lessor shall be suspended.

19. It is understood and agreed that the rights granted by this agreement will not be exercised in such a way to interfere with or adversely affect the use, operation, maintenance or development of a federally obligated Airport.

20. No official, officer, agent, attorney, employee, or representative of the City shall be personally liable to the Lessee or any other third party or their successors, assigns, heirs or personal representatives in the event of any default or breach by any party under this Lease.

21. Nothing contained in this Lease nor any act of Lessee or the City shall be deemed or construed to create a partnership, joint venture or agency relationship between the parties, or their agents or representatives and this lease is solely for the purpose of leasing the described property. The parties do not intend to confer any benefit under this Lease on any person or entity other than the parties named hereto.

22. All covenants, stipulation and agreements to this lease shall extend to and bind the successors and assigns of the parties respectively by and to whom the same have been made.

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

violation and shall fail to correct such violation within thirty days, the Lessor may at once, if it so elects, terminate the same and take possession of the premises. It is further understood and agreed that there shall be a mandatory site lease rent cost review by the airport advisory committee every fifth year, for the duration of the lease, for possible rent adjustment, based on inflation factors, not to exceed CPI, and airport improvements.

3. The Lessee shall have the right to erect, maintain and alter buildings or structure upon said premises providing such buildings or structures conform to the Building Code requirements of the City of Moberly, now or hereafter in effect. All plans for such buildings or structures shall be reviewed and approved by the said Airport Committee. Title to the building(s) erected by the Lessee shall remain with the Lessee and shall be transferable during the term of the lease (see item #9). Lessee agrees to comply with all city building code, inspection and permit requirements during the construction of the hangar building.

4. The building upon the premises shall be maintained in all respects by the Lessee during the term of this lease. The Lessee shall not make any substantial alteration in the external elevation or architectural design of the building after the same is constructed or injure or remove any of the principal walls or supporting timbers thereof without the consent in writing of the Lessor. The building upon the premises herein leased shall be used solely for the purpose of storage, repair and maintenance of aircraft and other purposes incidental to general aviation. The Lessor shall have the privilege of terminating this lease upon sixty (60) days' notice to Lessee that such lease will be terminated unless necessary repairs are made.

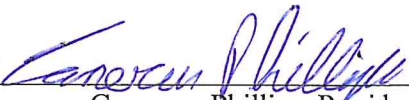
5. In the event of fire or any other casualty, the owner of such structure so affected shall either repair or replace the building to its original condition or return site to original condition. Such

CITY OF MOBERLY, MISSOURI
A Municipal Corporation

BY 
Public Works Director

ATTEST:

Shirley Olney

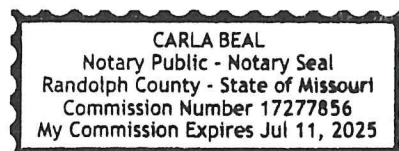
BY 
Cameron Phillips, President

STATE OF MISSOURI)
) SS
COUNTY OF RANDOLPH)

On this 10th day of May, 20 23, before me personally appeared Tom Sanders, to me personally known, who, being by me duly sworn, did say that he is the Public Works Director of the City of Moberly, Missouri, a municipal corporation, and that the seal affixed to the foregoing instrument is the seal of said municipality and that said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Public Works Director, Tom Sanders acknowledged said instrument to be the free act of deed of said municipality.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Moberly, the day and year first above written.

My Commission expires July 11, 2025.



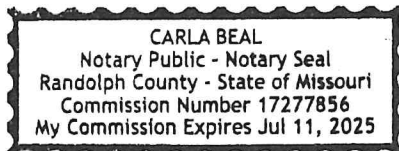

Notary Public

STATE OF MISSOURI)
) SS
 COUNTY OF RANDOLPH)

On this 10th day of May, 2018, before me personally appeared Cameron Phillips, to me personally known, who, being by me duly sworn, did say that he is the owner of Excel Air 8, LLC, and that the seal affixed to the foregoing instrument is the corporation seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said he acknowledged said instrument to be the free act of deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Moberly, the day and year first above written.

My Commission expires July 11, 2025.



Carla Beal
 Notary Public

LEASE

THIS LEASE made this the _____ day of _____, 20 ____ by and between the **City of Moberly, Missouri, a municipal corporation**, hereinafter called the “Lessor” and **Excelair8**, hereinafter called “Lessee”.

WITNESSETH:

The Lessor leases to the Lessee premises located in the County of Randolph and State of Missouri, as follows:

Lots One (1) through Six (6) of the Omar Bradley Airport, First Addition of Moberly or more commonly known as 3570 East Outer Road, Moberly, MO.

1. To have and to hold the premises, containing **8,000 sq. ft.** of structure for a term of fifteen (15) years from and after the _____ day of _____, 20 ____.
2. It is further understood and agreed by and between the parties that in addition to the payment by the Lessee of the cost of the construction of the airport hangar building located on the above described premises Lessee will pay as a rental fee per square foot of structure upon the above described lands to the City during the term hereof, at the rate of \$.17 sq. ft. per year, payable annually in advance, the first of said payments being due upon the execution of this lease, and the remaining payments being due on the third day of January thereafter during the primary terms hereof. It is understood and agreed by and between the parties that time is of the essence of this contract and Lessee does hereby bind him/her to pay promptly said rental payments for the full term hereof. Failure to make timely rental payments will be grounds for default. Also if Lessee shall violate any of the restrictions in this lease, or shall fail to keep any of its covenants after written notice to cease such violation and shall fail to correct such violation within thirty days, the Lessor may at once, if it so

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8. The Lessee shall not suffer the premises or any improvements thereon to become subject to any lien, charge or any encumbrance whatsoever; it is being expressly agreed that the Lessee shall have no authority express or implied to create any lien, charge, or encumbrance upon the premises or the improvements thereon.

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10. Lessee agrees during the term of this lease not to interfere with the normal operations of the airport.

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13. The Lessee shall indemnify and hold harmless the City and all of its officers, agents, and employees from all suits or claims of any character brought for or on account of any injuries received by any person or property resulting from the lease, except to the extent such suit, action or claim is caused by the sole negligence or willful misconduct of the City, its officers, employees or agents.

14. The Lessee agrees to indemnify Lessor against all costs and expenses lawfully and reasonably incurred in or about the premises in the defense of action or proceedings, or in the discharge of the premises for any charge, lien or encumbrance or in obtaining possession after default of the Lessee, or the termination of this lease.

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16. Lessor reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance.

17. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the airport which in the opinion of Lessor would limit the usefulness of the airport or constitute a hazard to aircraft.

18. During time of war or national emergency Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area,

the publicly-owned air navigation facilities and/or other area or facilities of the Airport. If any such agreement is executed, the provision of the agreement with the Lessor shall be suspended.

19. It is understood and agreed that the rights granted by this agreement will not be exercised in such a way to interfere with or adversely affect the use, operation, maintenance or development of a federally obligated Airport.

20. No official, officer, agent, attorney, employee, or representative of the City shall be personally liable to the Lessee or any other third party or their successors, assigns, heirs or personal representatives in the event of any default or breach by any party under this Lease.

21. Nothing contained in this Lease nor any act of Lessee or the City shall be deemed or construed to create a partnership, joint venture or agency relationship between the parties, or their agents or representatives and this lease is solely for the purpose of leasing the described property. The parties do not intend to confer any benefit under this Lease on any person or entity other than the parties named hereto.

22. All covenants, stipulation and agreements to this lease shall extend to and bind the successors and assigns of the parties respectively by and to whom the same have been made.

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

CITY OF MOBERLY, MISSOURI
A Municipal Corporation

BY _____
Thomas E Sanders, Public Works
Director

ATTEST:

BY _____
Cameron Phillips

STATE OF MISSOURI)
) SS
COUNTY OF RANDOLPH)

On this _____ day of _____, 20 _____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the Public Works Director of the City of Moberly, Missouri, a municipal corporation, and that the seal affixed to the foregoing instrument is the seal of said municipality and that said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Public Works Director, _____ acknowledged said instrument to be the free act of deed of said municipality.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Moberly, the day and year first above written.

My Commission expires _____.

Notary Public

STATE OF MISSOURI)
) SS
 COUNTY OF RANDOLPH)

On this _____ day of _____, 20 _____, before me personally appeared
 _____ Cameron Phillips _____, to me personally known, who, being by me duly sworn, did say that
 he is the President of Excelair8, and that the seal affixed to the foregoing instrument is the
 corporation seal of said corporation and that said instrument was signed and sealed in behalf of said
 corporation by authority of its Board of Directors and said Cameron Phillips acknowledged said
 instrument to be the free act of deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my
 office in Moberly, the day and year first above written.

My Commission expires _____.

 Notary Public

LEASE

THIS LEASE made this the _____ day of _____, 2023 by and between the **City of Moberly, Missouri, a municipal corporation**, hereinafter called the “Lessor” and DBS Investments, hereinafter called “Lessee”.

WITNESSETH:

The Lessor leases to the Lessee premises located in the County of Randolph and State of Missouri, as follows:

All of Lots 17, 18, 19, 20, 21 and 22 of Block 1 of the Omar Bradley Airport, First Addition to the City of Moberly, Missouri, as recorded in Book 529B at Page 1. Subject to a 25 foot building setback from the North line of said Lots and those parts within the runway threshold or more commonly known as 3555 East Outer Road, Moberly, MO.

1. To have and to hold the premises, containing 6,400 sq. ft. of structure for a term of fifteen (15) years from and after the _____ day of _____, 2023.

2. It is further understood and agreed by and between the parties that in addition to the payment by the Lessee of the cost of the construction of the airport hangar building located on the above described premises Lessee will pay as a rental fee per square foot of structure upon the above described lands to the City during the term hereof, at the rate of \$.17 sq. ft. per year, payable annually in advance, the first of said payments being due upon the execution of this lease, and the remaining payments being due on the third day of January thereafter during the primary terms hereof. It is understood and agreed by and between the parties that time is of the essence of this contract and Lessee does hereby bind him/her to pay promptly said rental payments for the full term hereof. Failure to make timely rental payments will be grounds for default. Also if Lessee shall violate any of the restrictions in this lease, or shall fail to keep any of its covenants after written notice to cease such

violation and shall fail to correct such violation within thirty days, the Lessor may at once, if it so elects, terminate the same and take possession of the premises. It is further understood and agreed that there shall be a mandatory site lease rent cost review by the airport advisory committee every fifth year, for the duration of the lease, for possible rent adjustment, based on inflation factors, not to exceed CPI, and airport improvements.

3. The Lessee shall have the right to erect, maintain and alter buildings or structure upon said premises providing such buildings or structures conform to the Building Code requirements of the City of Moberly, now or hereafter in effect. All plans for such buildings or structures shall be reviewed and approved by the said Airport Committee. Title to the building(s) erected by the Lessee shall remain with the Lessee and shall be transferable during the term of the lease (see item #9). Lessee agrees to comply with all city building code, inspection and permit requirements during the construction of the hangar building.

4. The building upon the premises shall be maintained in all respects by the Lessee during the term of this lease. The Lessee shall not make any substantial alteration in the external elevation or architectural design of the building after the same is constructed or injure or remove any of the principal walls or supporting timbers thereof without the consent in writing of the Lessor. The building upon the premises herein leased shall be used solely for the purpose of storage, repair and maintenance of aircraft and other purposes incidental to general aviation. The Lessor shall have the privilege of terminating this lease upon sixty (60) days' notice to Lessee that such lease will be terminated unless necessary repairs are made.

5. In the event of fire or any other casualty, the owner of such structure so affected shall either repair or replace the building to its original condition or return site to original condition. Such

action must be accomplished within 90 days of the date the damage occurred. Upon petition by the Lessee, the Lessor may grant an extension of time if it appears such extension is warranted.

6. It is understood that the Lessor will maintain the apron and provide snow removal for the apron and ramps providing access to the leased premises.

7. Lessor agrees that following termination of this lease that Lessee shall have the right of first refusal to rent or lease the subject realty at the then prevailing rate and upon the then currently acceptable conditions. At the termination of this lease, whether the same be at the end of the lease or prior termination for cause, the Lessee shall surrender the premises, with all buildings erected thereon and additions thereto to the Lessor. Any building erected upon the premises herein leased or any fixture of a permanent nature placed upon said premises, including driveway, runways, or aprons, shall at the termination of this lease become the property of the Lessor without payment of any nature whatsoever to the Lessee, provided the Lessee does not wish to sell the facility or renew the lease.

8. The Lessee shall not suffer the premises or any improvements thereon to become subject to any lien, charge or any encumbrance whatsoever; it is being expressly agreed that the Lessee shall have no authority express or implied to create any lien, charge, or encumbrance upon the premises or the improvements thereon.

9. The Lessee shall not assign this lease, except with the Lessor's written consent.

10. Lessee agrees during the term of this lease not to interfere with the normal operations of the airport.

11. Lessee agrees that said hanger will be used only for the storage maintenance and operation of the Lessee's private aircraft and no services are provided to the general public, unless a business license is acquired and all other requirements of a commercial property are met, and the business is wholly aviation related. Final determination for "Aviation Related" will be made by the Airport Board.

12. It is agreed that the Lessor and its agents and servants at all reasonable times shall have the right to enter upon the premises leased to view the condition of the premises and the building.

13. The Lessee shall indemnify and hold harmless the City and all of its officers, agents, and employees from all suits or claims of any character brought for or on account of any injuries received by any person or property resulting from the lease, except to the extent such suit, action or claim is caused by the sole negligence or willful misconduct of the City, its officers, employees or agents.

14. The Lessee agrees to indemnify Lessor against all costs and expenses lawfully and reasonably incurred in or about the premises in the defense of action or proceedings, or in the discharge of the premises for any charge, lien or encumbrance or in obtaining possession after default of the Lessee, or the termination of this lease.

15. The Lessee agrees to remove any buildings on the premises that the Lessor determines to be a detriment to the premises at the sole expense of the Lessee. Lessor reserves the right (but shall not be obligated to Lessee) to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.

16. Lessor reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance.

17. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the airport which in the opinion of Lessor would limit the usefulness of the airport or constitute a hazard to aircraft.

18. During time of war or national emergency Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other area or facilities of the Airport. If any such agreement is executed, the provision of the agreement with the Lessor shall be suspended.

19. It is understood and agreed that the rights granted by this agreement will not be exercised in such a way to interfere with or adversely affect the use, operation, maintenance or development of a federally obligated Airport.

20. No official, officer, agent, attorney, employee, or representative of the City shall be personally liable to the Lessee or any other third party or their successors, assigns, heirs or personal representatives in the event of any default or breach by any party under this Lease.

21. Nothing contained in this Lease nor any act of Lessee or the City shall be deemed or construed to create a partnership, joint venture or agency relationship between the parties, or their agents or representatives and this lease is solely for the purpose of leasing the described property. The parties do not intend to confer any benefit under this Lease on any person or entity other than the parties named hereto.

22. All covenants, stipulation and agreements to this lease shall extend to and bind the successors and assigns of the parties respectively by and to whom the same have been made.

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

CITY OF MOBERLY, MISSOURI
A Municipal Corporation

BY _____
Public Works Director

ATTEST:

BY _____
Titus Chupp

STATE OF MISSOURI)
) SS
COUNTY OF RANDOLPH)

On this _____ day of _____, 20 _____, before me personally appeared
Tom Sanders, to me personally known, who, being by me duly sworn, did say that he is the
Public Works Director of the City of Moberly, Missouri, a municipal corporation, and that the seal
affixed to the foregoing instrument is the seal of said municipality and that said instrument was signed
and sealed in behalf of said municipality by authority of its City Council and said Public Works Director,
Tom Sanders acknowledged said instrument to be the free act of deed of said municipality.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my
office in Moberly, the day and year first above written.

My Commission expires _____.

Notary Public

STATE OF MISSOURI)
) SS
 COUNTY OF RANDOLPH)

On this _____ day of _____, 20, before me personally appeared Titus Chupp, to me personally known, who, being by me duly sworn, did say that he is the Owner of DBS Investments, and that the seal affixed to the foregoing instrument is the corporation seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Titus Chupp acknowledged said instrument to be the free act of deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Moberly, the day and year first above written.

My Commission expires _____.

 Notary Public

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: Police
Date: August 21, 2023

Agenda Item: Receipt Of Bids For Technology Services For Police Department.

Summary: The Moberly Police Department requested bids to provide technology services to the Moberly Police Department. Requests for bids were sent to 43Tc, ISG Technology, InfiniCare, and The Tech Shop, all in Columbia, MO and Lammtech, Sedalia MO. Bids were received from InfiniCare and The Tech Shop. 43Tc did not respond to repeated requests for a bid proposal. ISG Technology and Lammtech both declined to provide an RFP at this time.

The bid from **InfiniCare** is \$54,600 per year and a \$4,000 set up fee, totaling **\$58,600**.

The bid from **The Tech Shop** is \$16,800 per year for IT services, \$6,240 a year for back-up services and \$8,160 for Office 365 per year. The total yearly cost is **\$31,200**. The Tech Shop is our current provider for our technology needs and our Office 365 email and off-site records back-up.

Both InfiniCare and The Tech Shop proposals are for a 36-month term, and both include the email and off-site back-up costs. The Tech Shop provided the lowest bid.

Recommended Action: Please forward to the September 5, 2023, Council meeting for acceptance of bids.

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Brubaker** _____

Council Member

M___ S___ **Jeffrey** _____

M___ S___ **Kimmons** _____

M___ S___ **Lucas** _____

M___ S___ **Kyser** _____

Passed Failed

The Tech Shop

PO Box 676

Columbia, MO 65205

5736150555

Support@TheTechShopMO.com

www.thetechshopmo.com

THE TECH SHOP
SIMPLIFYING TECHNOLOGY

WS #11.

INVOICE

BILL TO

Moberly Police Department

INVOICE # 4867**DATE** 09/01/2023

ACTIVITY	QTY	RATE	AMOUNT
Service Agreement	1	16,800.00	16,800.00
Fully Managed IT Service Agreement (BILLED ANUALLY)			
-24\7 Monitoring/Management			
-Managed Anti-Virus			
-Remote Patch Management			
-Office 365 Account Management			
-Consultation on Future Technology Projects			
-Vendor Management			

BALANCE DUE

\$16,800.00

The Tech Shop

PO Box 676

Columbia, MO 65205

5736150555

Support@TheTechShopMO.com

www.thetechshopmo.com

THE TECH SHOP
SIMPLIFYING TECHNOLOGY

WS #11.

INVOICE

BILL TO

Moberly Police Department

INVOICE # 4868**DATE 09/01/2023**

ACTIVITY	QTY	RATE	AMOUNT
Service Agreement Hybrid Onsite / Cloud Backup Plan (BILLED ANNUALLY) -Full Image Backup -Cloud and Onsite Storage for Redundancy -5TB Allowance -Encrypted -Server Images, Full NAS Backups -Includes Onsite Storage for Backups	1	6,240.00	6,240.00

BALANCE DUE

\$6,240.00

The Tech Shop

PO Box 676

Columbia, MO 65205

5736150555

Support@TheTechShopMO.com

www.thetechshopmo.com

THE TECH SHOP
SIMPLIFYING TECHNOLOGY

WS #11.

INVOICE

BILL TO

Moberly Police Department

INVOICE # 4869**DATE 10/01/2023**

ACTIVITY	QTY	RATE	AMOUNT
Microsoft Office 365 Office 365 Business License - Yearly (Billed at \$17 / user / month)	40	204.00	8,160.00

BALANCE DUE**\$8,160.00**

InfiniCare™ Managed IT Services Proposal

Prepared for:

**Bobbie Smith
City of Moberly
101 West Reed
Moberly, MO 65270
United States**

Prepared by:

**Eric Dippoliti
edippoliti@trustinfinitech.c
om
573-234-6540
InfiniTech Consulting LLC**

Date Prepared:



Statement of Confidentiality & Non-Disclosure

This document contains a proposal of services by InfiniTech Consulting LLC. The information in this proposal is confidential and should only be shared with those responsible for the evaluation and execution of this document. Neither the document nor its contents may be disclosed outside of the organization without the expressed consent InfiniTech Consulting LLC.



Corporate Headquarters
2401 Bernadette Dr, Ste 101, Columbia, MO 65203
573-234-6540 P

InfiniCare™ Managed IT Services Proposal

About InfiniTech

Providing technology solutions beyond the limits of traditional IT vendors

Who Are We?

InfiniTech Consulting, LLC is an experienced Managed IT Services provider and IT Systems integrator centrally headquarter in Columbia, MO serving clients throughout the Midwest. InfiniTech delivers a wide array of technology solutions, managed security services, and business applications designed to help our clients meet the demands of today's competitive marketplace and achieve a higher level of business success.

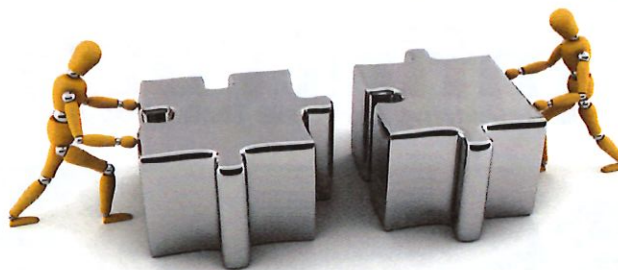


We believe in hiring the most talented and committed staff, providing expertise best practices, and actively working to understand our clients' businesses and how we can leverage our technology to maximize IT investment and produce better business outcomes. InfiniTech has developed a unique platform for service delivery that can meet all of your IT essentials: data protection, network security, communication and collaboration, business applications and support.

Our Advantage

At InfiniTech, our focus is to act as your trusted technology consultant, delivering solutions that assist business owners and IT Managers to maximize their IT investments. Our extensive experience within the Industry allows us to bring innovative ideas and the latest technologies to your organization producing better outcomes for your business.

We understand how vital Information Technology is for business in today's world. It's impossible for a business to be successful without taking the proper steps to manage, store and protect their information. By putting the professional experience of InfiniTech to work for your organization, you can take the focus off your technology problems and put it back on what matters, your business.



InfiniCare™ Managed IT Services Proposal

Managed Services Offering

InfiniCare™ TotalCare Bundle is our comprehensive IT management program providing proactive monitoring, and maintenance of your technology infrastructure. The TotalCare package covers and all-inclusive support package that includes remediation of all end user support requests for one low, predictable, monthly payment.

Specific Features of our System Include:

Monitoring and Maintenance Services

Standard break/fix services offered by many IT service providers leave much to be desired. You must wait until a problem materializes (and you report it) before the issue is addressed. The reliability improvements with proactive monitoring and maintenance of your IT systems result in a meaningful reduction of downtime and more productive outcomes for our organization.

Asset Tracking	<ul style="list-style-type: none"> ✓ Detailed inventory tracking of servers, workstations, and software ✓ Compiles and reports detailed configuration information
Routine Safety Checks	<ul style="list-style-type: none"> ✓ Verify status of backup and antivirus systems ✓ Monitor unauthorized login attempts ✓ System vulnerability check
Routine Health Check	<ul style="list-style-type: none"> ✓ Comprehensive scan of your systems and logs ✓ Checks extensive list of applications and services ✓ Identifies potential problems in advance
24/7 Monitoring	<ul style="list-style-type: none"> ✓ Checks all network and Internet connections ✓ Delivers information quickly about errors ✓ Highlights problems that need fixing
Proactive Maintenance	<ul style="list-style-type: none"> ✓ Provides patching and security updates to the operating system ✓ Manage and install all software updates ✓ Automated system cleanup and optimization

Security Services

Cyber-attacks aimed at small business are increasing at an alarming rate. A breach in your network's security can paralyze your business for days and even risk the loss of critical information. This is why InfniTech takes a serious approach to device and user security by bundling comprehensive security solutions with all of our managed services agreements.

Device Security	✓ Automated removal of unauthorized/malicious software from workstations.
Server Security	✓ Cybersecurity services for servers including automated removal of unauthorized/malicious software and rollback to previous clean state.
Web/DNS Security	✓ Web Security blocks access to known phishing and malicious sites
Mail Security	✓ Managed Email Security with real-time threat intelligence to stop ransomware, phishing attempts, and email fraud before it reaches your inbox.
Dark Web Monitoring	✓ Proactively monitor the Dark Web for any compromised login credentials and personally identifiable information like name, address, SSN, etc. and alert the Client if compromised credentials are found.

InfiniCare™ Managed IT Services Proposal

Support Services

Solve technical issues and get users back to productivity with the expertise of our professional, responsive Help Desk team. Additionally, gain piece of mind with our advanced systems engineers actively managing and supporting your back end server and network infrastructure.

Online Support Portal	<ul style="list-style-type: none"> ✓ Quickly and easily submit support tickets for common issues ✓ Review and monitor open support tickets and review technicians' notes
Unlimited Support Desk **	<ul style="list-style-type: none"> ✓ Tier 1/Tier 2 support of end users including workstations & laptops. ✓ Adds, moves, and changes for email and active directory systems. ✓ Includes support assistance of 3rd party software applications, client must maintain support agreements with the vendors. ✓ Remote and Onsite Services included
IT Systems Administration **	<ul style="list-style-type: none"> ✓ Troubleshooting, maintenance, and repair of data networks and firewall ✓ Troubleshooting, maintenance, and repair of server, storage, and virtualization infrastructure
Weekly Reporting	<ul style="list-style-type: none"> ✓ Deliver a detailed report via email each week covering the health and security of the IT systems and infrastructure.
Routine Assessments	<ul style="list-style-type: none"> ✓ Our Systems Alignment Engineer will come onsite one to four times per year for a physical inspection of your infrastructure, perform a Network and Security assessment, and ensure your technology is properly aligned to best practices and your business goals.

** Unlimited IT Support does not include services to implement new IT infrastructure changes such as new laptops, servers, networking equipment, or major application deployments. These activities are not would require a separate billable service ticket or statement of work. Normal service hours are Monday through Friday 7 a.m. to 6 p.m. Service includes access to afterhours emergency support services. Clients will be provided an afterhours support number and leave a message about an issue. InfiniTech Service Engineers will make a "best efforts" attempt to return the call and work on the issue. All remediation services performed outside of services hours will be invoiced separately at after-hours rates. Routine maintenance and patching performed outside of normal business hours is covered.

Data Protection Services

InfiniTech's **InfiniVault™** managed backup solution provides end-to-end protection of your information preventing unnecessary downtime associated with a computer crash, malicious software, or other data corruption. With centralized monitoring and management by our team of data protection experts, we guarantee consistent backup and recovery success.

Managed Data Backup Service *	<ul style="list-style-type: none"> ✓ Complete data protection services that backs up your data and your critical applications. All data on protected servers will be copied and stored in an encrypted format to a local storage appliance owned and managed by the InfiniTech Data Protection team. Backup service includes rapid file-level recovery with multiple restore points and a 30-day retention policy. A second copy of the Client's backed up data will be transferred across the Internet and stored in a secure, certified data center offsite from the Client premise.
Data Protection for Office 365*	<ul style="list-style-type: none"> ✓ The solution helps protect your critical information from accidental deletion, security threats, and retention policy gaps. All information in Exchange Online, SharePoint Online, OneDrive for Business and Microsoft Teams will be backed up to our secure data center with a 30-day retention policy.

* Backup includes up to 250GB of data per server (or 50GB per Workstation for Serverless Environments) and 50GB per user of Office365 data. Additional backup data may incur additional charges. Note: Serverless environment include offsite backup only.

InfiniCare™ Managed IT Services Proposal

Client Onboarding Statement of Work

Moving your organization's IT management and support to a new outside provider can be a little like living through a home renovation. There can be very unpleasant surprises along the way if the process isn't carefully detailed in advance, and if the people you contract with are not highly detail oriented, and technically top-tier.

Upon execution of the agreement, InfiniTech will assign a dedicated technical resource to oversee the Client onboarding process, including the deployment, setup, and configuration of applicable hardware and software needed to provide the contracted services.

The following migration map is one that we have perfected over the years at InfiniTech. It keeps surprises to a minimum, and guarantees a high level of involvement, and understanding, for each of our clients.

1. Project Scope and Evaluation

Before we set off on a journey, we need to know where you are headed. Our Client Services Manager will review your project with our implementation engineers to ensure the project plan aligns with your organizations needs and business goals. You may be contacted by the Client Service Manager to clarify any questions or to provide specific preferences relating to the implementation.

2. Pre-Discovery Provisioning

This is where we begin creating the building blocks of a successful onboarding and deployment. Our transition team will start building your company profile in our monitoring and support system and setting up any needed integrations. Prep work will also start on creating your Client Run Book, that will be the baseline for all your future IT documentation. During this phase our Client Services Manager or your Account Manager will contact you to schedule a specific date for the Onsite Discovery and Onboarding Meeting.

3. Discovery and Analysis

Once we know where we're headed, we need to know where you presently stand. To answer that question, we execute a comprehensive IT environment inventory. We note such things as the scope of your IT assets—servers, data, printers, applications--where they're currently housed, how they are configured, what their interdependencies are, and their level of stability. The discovery process is launched during the Onsite Discovery and Onboarding Meeting.

The Discovery and Onboarding Meeting is a critical step. It's essential that it be handled in a detailed and systematic fashion, and your involvement is invaluable. This meeting will involve two distinct activities:

- **System Discovery** will be performed by a system engineer. They will gather information on and access to network equipment and firewalls, server and domains, email platforms, backup systems, etc. The engineer will also install our discovery tools and perform an initial security risk assessment.
- **Onboarding Discussion** will be led by our Client Services Manager and include your Account Manager. During this conversation we will present our Welcome Packet, Support/Billing Portal Instructions, and InfiniCare End User Guides. We will also review the migration plan discuss how best to accommodate your particular needs throughout the transition. Whatever your concerns, whatever your priorities, everything is noted and built into our approach. There are always questions, not only during our Team Launch meeting, but throughout the entire migration process. No question is too small or unimportant. The more you know, the more comfortable you'll be. The more we know, the smoother things will go.

InfiniCare™ Managed IT Services Proposal

Additional Options

InfiniTech offers a host of complementary services and solutions to our core InfiniCare offerings.

✓ **Microsoft 365 and Azure**

Cloud computing drives workplace efficiency, productivity, and collaboration. Microsoft's M365 packages include: Simplified licensing and perpetual updates for Office Applications; Secure, Online Document Sharing with SharePoint and OneDrive; Communication and collaboration tools with Exchange Online and MS Teams; and a host of other tools for enhancing organizational innovation and security. Modern enterprises can digitally transform their organizations by pushing critical applications to Microsoft Azure and utilize the latest technology in Identity management with Azure Active Directory.

✓ **Device-as-a-Service (DaaS)**

Are you tired of managing refresh schedules and capital expenses associated with replacing laptops, desktops, and servers? InfiniTech offers a simple DaaS model. For an affordable, flat monthly fee per device, we will provide an appropriately sized system guaranteeing its performance and serviceability. By outsourcing the hardware, software, and management of the equipment to InfiniTech, DaaS eases your IT asset management and allows your organization to scale up and down physical devices on an as-needed basis. Further, we can easily swap out devices and/or update to newer hardware quickly.

✓ **Managed Network Services**

Upgrade to the latest network infrastructure technology without the upfront costs and licensing fees associated with a capital purchase. InfiniTech can provide: An appropriately sized, scalable firewall fully licensed with Advanced Threat Protection; Wireless Access Points with appropriate coverage for the locations and density needs of your site; and Network Switching to support the Wireless Access Points and any wired devices.

Systems will be properly designed, and expertly configured by the InfiniTech network security team based on presales assessment interviews. All equipment shall be delivered, installed, and maintained by InfiniTech. Our network security team will monitor and maintain the systems, applying security patches and handling change management.

✓ **Enhanced Security Services**

InfiniTech offers a variety of enhanced IT security solutions providing enterprise-level security to IT systems. Options include: centralized Multi-factor authentication (MFA) for workstations and applications; enhanced threat detection and response with our managed SIEM and/or EDR platforms; Document and/or full desktop encryption; External vulnerability testing; and security awareness training and phishing tests for users.

✓ **VoIP Telephony Services**

Our Managed VoIP phone system offers a complete Unified Communications solution offering advanced features that help keep employees reachable, efficient, and productive. The solution includes a cloud-based digital PBX system; robust modern handsets; softphone application; hardware replacement warranty; and managed support and system maintenance.

Additional Services included in your proposal will be detailed out after the pricing page in this document.

InfiniCare™ Managed IT Services Proposal

4. Pre-Deployment Provisioning

Here is where the solution is built. Once our system engineers have had a chance to review the assessment information and have confirmed our proposed solutions, we begin moving forward with ordering needed hardware or software licensing and preparing our back-end monitoring systems.

Your user accounts created in our Online Portal and ticketing systems. We prepare the initial security system configurations and any data backup solutions being deployed. We stage and prepare any networking, server, or computers that we might be deploying as part of the onboarding. We may reach out to you to ask about specific user permissions or data access such as who should receive alerts or asset summary reports, etc.

5. Implementation and Cutover

Once all of your systems and equipment are fully provisioned our Client Service Manager will schedule the final onsite onboarding. During the onsite onboarding we will apply final security policy and configurations; deploy any networking, server, or computers that are part of the project; install and configure applications that are in scope; and setup data protection software and equipment and seed initial backups.

If email or cloud migrations are included with this initial deployment, they will be performed at this time. Depending on the nature of the transition, it may be important to ensure all affected End Users are present during this onboarding cutover to ensure there are no surprises waiting on them upon their return to the office.

6. Post Onboarding Review

Our engineering team will perform post deployment configurations, tweak backup schedules and security policies, flesh out asset and support documentation, and finalize pertinent customizations for integrated applications. As we start to collect usage metrics, we will be able to fine tune system to maximize performance.

Once the support team and Client Services Manager have had a chance to review your business workflows, support needs, and system performance, we like to follow up with a client Systems Review meeting with key stakeholders. This is where we can discuss long term IT objects and make recommendations to get the most from your IT systems.

Client Obligations and System Requirements

- **Internet Bandwidth:** Client will be required to procure and maintain Internet access with minimum bandwidth capability as determined by InfiniTech personnel. Failures of daily backup jobs stemming from issues with the Client's Internet connectivity does not constitute a failure of InfiniTech's SLAs.
- **Targeted Data Set:** The Client will provide InfiniTech with a complete and accurate list of computers and data targeted for backup, if applicable. InfiniTech will not be held liable for failure to backup any data not specified by the client.
- **Equipment Co-location:** If applicable, the Client will provide a suitable operating environment at their location for the mounting, cabling, and powering of the onsite storage appliance.
- **Software Agent(s):** The Client must provide InfiniTech personnel reasonable access to the targeted computers to install the required software agent(s).
- **User Information:** The Client will provide InfiniTech with a complete and accurate list of Users, Computers, and Email Address.
- **Workspace:** The Client will cooperate with InfiniTech and provide reasonable access for InfiniTech personnel to the physical location and physical access to IT systems as well as provide reasonable workspace for InfiniTech personnel.
- **Point of Contact:** The Client will assign a designated point of contact for InfiniTech to assist with communication and execution of the onboarding process.

InfiniCare™ Managed IT Services Proposal

Solution Summary

QTY	DESCRIPTION - RECURRING MANAGED SERVICES	UNIT PRICE	TOTAL PRICE
40	InfiniCare TotalCare Bundle - Seat includes 1 user and 1 computer/device or 1 Server O/S Includes: Device Monitoring & Maintenance, Email, EndPoint, and User Security, Data Backup., Unlimited help desk support, and IT Systems Administration.	\$95.00	\$3,800.00
40	Microsoft 365 Business Standard	\$12.50	\$500.00
1	After Hours Upgrade	\$250.00	\$250.00
1	InfiniCare Initial Setup Fee	\$4,000.00	\$4,000.00
		SUBTOTAL (ONE TIME)	\$4,000.00
		SALES TAX (ONE TIME)	\$0.00
		TOTAL (ONE TIME)	\$4,000.00
		ONGOING MONTHLY COMMITMENT (WITH TAX)	\$4,550.00 per month

Based on a 36-month term paid monthly via ACH

* Pricing for InfiniCare TotalCare bundled services is based on a per seat basis. A "seat" consists of one computer-using employee + one endpoint device or one server operating system instance. Additional, endpoint devices may be covered by our Essentials Bundle. Device and Seat counts covered that exceed the contracted amount will be invoiced to the Client accordingly.

InfiniCare™ Managed IT Services Proposal

InfiniCare Service Level Agreements (SLAs)

Definitions

"Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the services were active. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any InfiniTech SLA Exclusion (defined below).

"Scheduled Maintenance" shall mean any maintenance to the Services of which a Client is notified at least forty-eight (48) hours in advance

A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

Service Commitments and Service Credits

InfiniTech will guarantee serviceability and warranty of the InfiniCare software applications provided for remote support, monitoring, anti-virus, health checks, and data backup as well as any IT systems hardware provided under this agreement (backup storage appliances, managed networking equipment, HWaaS workstations/Servers) for the duration of this agreement. Failed or corrupted software deployments and/or defective or failed hardware will be replaced, reinstalled, and reconfigured at no cost to the Client.

InfiniTech will guarantee the discovery and removal of all known computer viruses and virus strains available and provide the industry best practices against zero-day threats using artificial intelligence and machine learning. InfiniTech will guarantee notification to the client within 8 business hours of any compromised credentials discovered in Dark Web locations.

InfiniTech will guarantee a daily backup success rate of 90% or greater within any given 30-day windows. InfiniTech will guarantee any failed backups will retry within the next backup window with no more than 2 consecutive failed backups.

InfiniTech will guarantee a minimum four (4) business hour response time to priority support requests and data restoration requests. A response by InfiniTech is defined as the ticket is assigned to a support technician who begins reviewing and working to resolve the issue. The user who submitted the ticket will be notified by email with the ticket number and name of the technician working on the issue.

In the event the services do not meet the Service Commitment, the Client will be eligible to receive a Service Credit. Service Credits are calculated as a percentage of the total charges paid by the Client (excluding one-time payments such as startup fees) associated to the unavailable service or services defined within the Schedule of Services.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.95% but equal to or greater than 99.0%	10%
Less than 99.0%	25%

InfiniTech will apply any Service Credits only against future Services payments otherwise due from you. Service Credits will not entitle you to any refund or other payment from InfiniTech. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Client's sole and exclusive remedy for any unavailability, non-performance, or other failure is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

Credit Request and Payment Procedures

To receive a Service Credit, the Client must submit a claim by emailing support@trustinfinitech.com. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

- ✓ the words "SLA Credit Request" in the subject line;
- ✓ the dates and times of each Unavailability incident that you are claiming;
- ✓ the affected Services; and
- ✓ your request logs that document the errors and corroborate your claimed outage.

If the Monthly Uptime Percentage of such request is confirmed by InfiniTech and is less than the Service Commitment, then InfiniTech will issue the Service Credit to the Client within one billing cycle following the month in which the request is confirmed.

InfiniTech SLA Exclusions

The Service Commitment does not apply to any service unavailability, suspension performance issues: (1) caused by factors outside of InfiniTech's reasonable control, including any Internet access or related problems beyond the demarcation point of InfiniTech's data center presence; (2) that result from any actions or inactions of the Client or any third party acting on the Client's behalf; (3) that result from the Client's equipment, software, or other technology and/or third party equipment, software or other technology not under InfiniTech's direct control (5) that result from any Scheduled Maintenance performed by InfiniTech.

InfiniCare™ Managed IT Services Proposal

Support Services Agreement – Schedule of Services

This Schedule of Services outlines the products and services ("Services") provided under the Managed Services and Hosting Agreement (the "Agreement") executed between InfiniTech Consulting, LLC, a Missouri corporation ("we", "us", "InfiniTech", or "MSP"), and City of Moberly as a Client ("you", "Client", or "Customer") and is made and entered into as of the latest date shown in the signature blocks below (the "Effective Date").

As such, this Schedule of Services outlines the additional terms and conditions amended to the Agreement specific to the services proposed in this document

All Service Commitments, also referred to as Service Level Agreement(s) ("SLA(s)") shall be in effect beginning two (2) months after commencement of the Services ("Burn-In Period" or "Onboarding Period").

This Agreement sets forth the terms and conditions upon which MSP will provide services (the "Services") to Customer.

1. SUPPORT SERVICES AGREEMENT

1.1. Services. MSP shall provide Client with the "Services" as described in this Agreement Schedule and as described in any additional schedules attached hereto (the "Schedules"). All such Services shall be subject to the terms and conditions of this Agreement and any terms or conditions printed on the Schedules. The term "Services", when used within a Schedule attached hereto, shall refer to the services to be provided under that Schedule only. MSP shall provide Client with 30 days advance written notice of any changes to the terms and conditions of this agreement. Client may choose to opt out of such changes with written notification to MSP within 30 days of receiving the initial change notification and terminate the agreement without penalty. Customer agrees to pay any outstanding charges on the agreement up and until the date of termination.

1.2. Remote Access. MSP will attempt to resolve issues over the phone or via remote access. If an issue is unable to be resolved in the manner, MSP will schedule an engineer for an on-site visit. MSP reserves the right to dispatch an engineer for any phone support exceeding 30 minutes or at the sole discretion of MSP should common practice dictate it would be more efficient to address the issue onsite.

1.3. Unsupported Platforms. MSP reserves the right to refuse to provide support services for unsupported platforms, defined as equipment hardware, software applications and versions, cloud services or other IT systems that: (a) are considered End of Life and no longer supported by the original manufacturer and/or software developer; (b) lack a covered support subscription by the original manufacturer or software developer; (c) are installed or configured in a manner unsupported by the system's vendor; (d) not originally provided or procured through the MSP; (e) unlicensed, illegal, or pirated software; (f) consumer grade equipment/software not designed for commercial use.

2. SERVICE FEES AND PAYMENT SCHEDULE

2.1. Initial Setup Fee. MSP will perform the INSTALLATION as detailed herein or in any attached schedules. Customer agrees to pay any installation fees defined herein.

2.2. Monthly Fee. MSP will provide the services to the Client as detailed herein or in any additional schedules attached to this agreement. The monthly service invoices will be send on or about the 15th day of each month prior to the month in which services are provided, allowing you time to review your billing. For services based on a per-unit charge, customer agrees to pay any differences in fees arising

from an increase in the units billed, whether they be devices, storage, bandwidth, or any other defined unit. Payment is made automatically via ACH on the first day of each calendar month.

2.3. Late Payment. Late Payment is defined: (a) for ACH payments, payments refused by the issuing bank, (b) for credit card payments, payments not received (including, for instance, if payment is refused by the credit card issuer or credit card is expired and no new expiration date is provided) within 3 calendar days of the due date; and (b) for invoiced payments, payments not received within standard terms following our sending it via e-mail to your billing liaison. There is a late payment penalty of 5% of the amount past due. In addition, all past due amounts, including the late charge, shall bear interest at the lower of two percent per month or the applicable maximum legal rate. If there is any late payment(s) on your account, MSP, at its sole discretion and without waiving other rights it may have, may suspend, interrupt, or disconnect the Services on your account, without notice to you.

2.4. Hourly Rate. The hourly rates are defined for all system engineers and are billable for services outside the scope specifically defined in this agreement or any attached schedule(s) and may be changed with 60-days written notice. Current hourly rates and billable minimums are provided upon request. Client agrees to verify current rates and minimum charges prior to requesting any billable service. The hourly rate is for time worked and is not tied to a resolution.

2.5. After-Hours. All rates in this Agreement are based upon services provided during normal business hours defined as Monday through Friday, 8:00 AM to 5:00 PM CST.

2.6. Travel Expenses. MSP reserve the right to invoice for any additional travel expenses including but not limited to fuel surcharges, technician travel time, parking, and tolls not to exceed a \$100 round trip for service activities within a 150 miles radius of MSP's corporate headquarters.

2.7. Terms. All invoices and payments are due NET15 unless other terms are approved by MSP.

2.8. Annual Rate Increase. MSP reserves the right to increase the rates for services performed under this agreement annually by a percentage increase up to the percentage increase in the Consumer Price Index as published by the federal Bureau of Labor Statistics.

3. TERM AND TERMINATION

3.1. TERM. The initial term for Services provided is three years from date of deployment starting at the beginning of the calendar month in which services are deployed. This Agreement shall automatically renew for successive one year terms for the life of the Client relationship. Customer may choose not to renew services for successive terms with a sixty (60) day written notice to MSP.

3.2. MSP will provide services in a competent manner, comparable to industry standards supported by the Service Level Agreement. If MSP does not provide services in such manner and cannot rectify the problem(s), within sixty (60) days from Client written notice in which Client identifies the problem(s), Client will have the right to terminate the respective Schedule only.

3.3. In the case of default by either party under this Agreement, the defaulting party will reimburse the non-defaulting party for all costs and expenses arising from the default, including reasonable attorney fees if the non-defaulting party engages in legal counsel to preserve or enforce such rights under this Agreement,

InfiniCare™ Managed IT Services Proposal

including the collection of any payments due.

3.4. Termination of this Agreement will not adversely affect any right existing as of the effective date of termination. The rights and remedies provided under this Agreement are cumulative and in addition to any other rights or remedies available at law and in equity, and any other contract instrument or paper.

4. OWNERSHIP OF DATA. Backup data being stored both on provided equipment and at the Data Center remains the sole property of the Client. If Client chooses to terminate services, MSP will assist Client in the orderly termination of services at its current rate structure. This could involve copying the backup image to an external drive. Client agrees to pay MSP the actual costs of rendering such assistance to include hardware if necessary.

5. LICENSED EQUIPMENT. Client agrees that certain items, including but not limited to the storage appliance utilized by MSP in the execution of the backup service, user devices and peripherals provided under the DaaS service, switches and wireless equipment provided under the managed network service, and the firewall used in the managed firewall service shall remain the property of MSP, and must be returned if requested. Client further agrees to cease the use of any technology that remains the property of MSP upon termination of this agreement. If any equipment at the Client site owned by MSP is damaged or lost **due to theft, negligence, intentional acts, unauthorized acts or other causes within the reasonable control of Client, its agents or employees.** Client must pay the equivalent of the current retail replacement value of the device within 15 days of said event.

5.1. Client Responsibilities. Client will be responsible for preparing its site for installation, for providing adequate space, foundations, heating and cooling, and electrical power, and for affording InfiniTech or its agent reasonable access to the premises for installation and maintenance. Except as provided in an Order, Client is responsible for any special interface equipment or facilities necessary to ensure compatibility between the Licensed Equipment and Client Equipment.

5.2. Client Licensed Equipment Usage. Client shall have the right to use the Licensed Equipment in a commercially reasonable manner in connection with the other Services provided by InfiniTech to Client for the term set forth in the agreement. Client shall not remove, alter, or destroy in any way any Licensed Equipment, or any label thereon, without the prior written consent of InfiniTech. Client may not affix or install any accessory, addition, upgrade, equipment, or device on to the Licensed Equipment (other than electronic data) unless expressly approved in writing by InfiniTech.

5.3. Warranties; Disclaimer Client acknowledges that the Licensed Equipment and provided software applications are manufactured by third parties and that, in addition to the terms in the Agreement, use and possession of the Licensed Equipment and software by Client shall be subject to and controlled by the terms of any manufacturer's or, if appropriate, supplier's warranty and terms of use. InfiniTech agrees to use commercially reasonable efforts to enforce all warranties made by any manufacturer or supplier with respect to the Licensed Equipment. In the event of any mechanical or service failure of the Licensed Equipment that cannot be resolved within thirty (30) days after Client has notified InfiniTech (via InfiniTech's Client support system), InfiniTech may, at its sole election, either (i) replace the Licensed Equipment; or (ii) terminate this Schedule and the Hardware Services described herein immediately upon written notice to Client, in which case InfiniTech will refund to Client any pre-paid and unused subscription fees with respect to the Hardware Services that relate to the period after the date of notice of such failure. **CLIENT'S SOLE REMEDY, AND INFINITECH'S ENTIRE LIABILITY, FOR ANY MECHANICAL OR SERVICE FAILURE WITH RESPECT TO THE LICENSED EQUIPMENT ARE THE REMEDIES OF REPLACEMENT, TERMINATION AND REFUND SET FORTH IN THIS**

SECTION. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THE TERMS AND INFINITECH'S OBLIGATIONS UNDER THE ABOVE, THE LICENSED EQUIPMENT IS PROVIDED EXCLUSIVELY ON AN "AS IS" BASIS, AND INFINITECH AND ITS SUPPLIERS DISCLAIM ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES WITH RESPECT TO THE LICENSED EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE.

6. INDEMNITY. Each party hereby agrees to indemnify and hold the other party harmless from and against any and all third-party claims, demands, actions, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or resulting from the performance, or lack of performance, of each party's activities under this Agreement except to the extent caused by either party's negligence or willful misconduct.

7. FORCE MAJEURE. MSP shall not be liable for failure to perform any of its obligations under this Agreement during any period in which such performance is delayed by accidents beyond MSP's reasonable control, such as, but not limited to fire, flood, or other natural disasters, or, embargo, court order, riot, or other intervention of any government authority, provided that MSP immediately notifies Client of such delay. If MSP's performance is delayed for these reasons for a cumulative period of forty-five (45) days or more from the date of such notice, Client may terminate this Agreement by giving MSP written notice.

8. ADDITIONAL CLIENT RESPONSIBILITIES Client must provide MSP with all appropriate usernames and passwords required to access network resources (i.e. Administrator usernames and passwords, router telnet passwords) and maintain all necessary media, license keys, and vendor contact numbers and provide access to that information when needed.

By signing below, you acknowledge and agree that, prior to signing, you read the entire Agreement, consulted with legal counsel of your choice (or had the opportunity to consult with legal counsel of your choice but declined to do so), you are authorized to enter such agreement, and you are willfully bound by all the terms and conditions set forth in this Agreement. Further, by our signature below, we likewise agree to be legally bound by the Agreement and by all the terms and conditions set forth in it.

Client

City of Moberly
101 West Reed
Moberly, MO 65270
United States

Signature

Printed Name/Title

Date

MSP

Signature

Printed Name/Title

Date

THE TECH SHOP

SIMPLIFYING TECHNOLOGY

MANAGED SERVICES AGREEMENT TERMS AND CONDITIONS

The Tech Shop's Managed Services agreement is our comprehensive IT management program providing proactive IT monitoring, support services, and maintenance of your technology infrastructure. We will install an agent that operates in the background of each protected computer and server which will allow for centralized reporting, management, and remote support from our professional technical team.

Features of our Agent Include:

Service	What it Does	Benefits
Daily Safety Checks	<ul style="list-style-type: none"> -Verifies status of backup/antivirus systems -Monitors unauthorized login attempts -System vulnerability checks 	<ul style="list-style-type: none"> -Provides added layer of protection -Enhances Security -Provides peace of mind
Daily Health Checks	<ul style="list-style-type: none"> -Comprehensive scan of your system and logs -Checks extensive list of applications and services -Identifies potential problems in advance 	<ul style="list-style-type: none"> -Less downtime -Provides improved insight into your systems health and performance
Weekly Reporting	<ul style="list-style-type: none"> -Delivers a detailed report to your inbox each week 	<ul style="list-style-type: none"> -Helps you keep informed on the health and security of your critical IT assets
24/7 Monitoring	<ul style="list-style-type: none"> -Checks all network and internet connections -Delivers information quickly about errors -Highlights problems that need fixed 	<ul style="list-style-type: none"> -Identifies a comprehensive range of issues before damage is done -Maximizes system performance
Proactive Maintenance	<ul style="list-style-type: none"> -Provides patching and security updates to the OS -Manage and installs all software updates -Manages other automated tasks 	<ul style="list-style-type: none"> -Improves system performance and uptime -Helps you work smarter and faster -Cost effective solution
Managed Antivirus	<ul style="list-style-type: none"> -Finely tuned Antivirus protection policies -Managed quarantined system -Zero day threat protection 	<ul style="list-style-type: none"> -Reduces downtime and needless IT service calls due to PC infections

Remote Access

One great benefit of our managed services program is the world class remote access support. This allows our technicians to amend most problems remotely. This provides a much more rapid response time compared to a service call. This also eliminates additional expenses associated with unnecessary on-site service calls.

Management Fee Includes:

- Agent licensing fee, which INCLUDES truly managed antivirus, daily safety checks, and weekly reports.
- Unlimited Remote Support of end users including desktops, workstations, laptops, and tablets.
- Adds, moves, and changes for email and active directory systems.
- Remote troubleshooting, maintenance, and repair of data networks.
- Remote troubleshooting, maintenance, and repair of server, storage, and virtual infrastructure
- Consultation on new technology available and recommendations on technology upgrades.

Items Not Covered:

- The cost of any hardware or software
 - Examples include hardware upgrades, hardware required to repair covered equipment, software upgrades, and new hardware/software
- Implementation of significant infrastructure (Servers, networking, storage, firewall, etc.) changes and/or new applications. These new deployments will be performed on a project basis with a clear, concise price and statement of work defining the requirements and expectations prior to commencement.
- Physical Wiring
- Any onsite assistance not covered by the terms of this agreement

Overview

This agreement covers just about everything including antivirus, server management, workstation management, and more. In essence, the only things not covered by this are required hardware for repairs, any future purchases or changes to the infrastructure, and onsite assistance. We strive to have a <1-day response time to all of our contract clients, and have been very successful at meeting that goal thus far.

Terms

This agreement between **The Tech Shop** and **Moberly Police Department** shall commence on September 1, 2023 and shall continue until August 31, 2026 for a three year term at the predetermined rate of **\$16800** per **year**, paid on or prior to the beginning of the term. A contract buyout is available for **Moberly Police Department** if they so choose. The buyout will be for the sum of the remainder of the contract, or the sum of 6 months of service, whichever is less. 60 days prior to the termination of this agreement, terms will be revisited for the next agreement. Services provided that go beyond the scope of this agreement will be billed at a flat hourly rate, or per job if a bid is required; See above for items not covered. Signature below acknowledges these terms.

The Tech Shop

_____ Date: _____

Michael Triebsch, Owner

Moberly Police Department

_____ Date: _____

Name (Printed): _____ Title: _____