

**NOTICE OF OPEN MEETING & VOTE TO
CLOSE PART OF THE MEETING**

A G E N D A

COUNCIL MEETING

City of Moberly

City Council Room – Moberly City Hall

101 West Reed Street

May 06, 2019

6:00 PM

AMENDED AGENDA

Posted:

Pledge of Allegiance

Roll Call

Approval of Agenda

Recognition of Visitors

Communications, Requests, Informational Items & Consent Calendar

1. Presentation of a Donald R Boyd Manager Award for exceptional managerial abilities within a Missouri Community Water Supply to Matt Everts
2. A Request from Jamie Shirk, YMCA to hold a 5k event on June 14, 2019 to support Strong Kids Campaign.

Public Hearing and Receipt of Bids

3. Receipt of bids for the 2019 Street Improvement Project
4. Receipt of Bids for Fisk Avenue

Ordinances & Resolutions

5. An Ordinance Amending Chapter 2, Article V, Section 2-367 By Adding Subsection (3) To Provide For A City Council Liaison To The Park Board.
6. An Ordinance Approving A Cooperative Purchase And Development Agreement With Zachariah Richardson And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.
7. **An Ordinance Accepting The Bid And Approving The Award Of A Contract To JT Holman General Construction & Excavating, LLC For The Fisk Avenue RTP 2017-11 Project**
8. A Resolution Recording The Destruction Of Certain Records.
9. A Resolution Approving Participation In Ameren's Business Demand Response Program And Authorizing The City Manager To Execute A Demand Response Order Form With Enel X.
10. A Resolution Authorizing The City Manager Of The City Of Moberly, Missouri To Purchase Real Property Located At 3418 Highway JJ, Moberly, Missouri.
11. A Resolution Authorizing And Accepting Change Order Number 2 To The Contract With Willis Brothers, Inc., For The Sparks Avenue Booster Pump Station.
12. A Resolution Accepting Bids And Authorizing Contracting For The 2019 Street Improvement Project
13. A Resolution Authorizing The City Manager Of The City Of Moberly, Missouri To Execute A Engagement Letter With McMahon & Berger For Legal Counsel.
14. A Resolution appropriating money out of the City of Moberly, Missouri.

Official Reports

Anything Else to Come Before the Council

- 15. Appointment of Council member to the Planning and Zoning Commission
- 16. Appointment of Council member to the Historic Preservation Commission
- 17. Appointment of Council member to the Tourism Advisory Commission
- 18. Appointment of Council member to the Parks and Recreation Board
- 19. Appointment of Council member to the Downtown CID Board
- [20.](#) Appointment to the Historic Preservation Commission
- [21.](#) Appointment to the Tourism Advisory Commission
- [22.](#) Consideration for approval of Renewal Liquor Applications.
- 23. Consideration of a Motion to adjourn to a Work Session followed by a Closed Session to discuss the status pending negotiated contracts. (Closed Statues 610.021) (12)

Adjournment

The public is invited to attend the Council meeting. Representatives of the news media may obtain copies of this notice by contacting the City Clerk. If a special accommodation is needed as addressed by the Americans with Disabilities Act, please contact the City Clerk twenty-four (24) hours in advance of the meeting.

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Police Dept
 Date: May 6, 2019

Agenda Item: A Request from Jamie Shirk, YMCA to hold a 5k event on June 14, 2019 to support Strong Kids Campaign.

Summary: If approved the Randolph County YMCA would hold a 5k fundraiser in support of their Strong Kids Campaign on June 14, 2019 beginning 9 AM. Registration begins at 8AM. Race will begin in front of Moberly Chamber of Commerce in the 300 block of West Reed. Race will travel west on Reed, cross Johnson Street and continue west on Adams, cross Hagood and continue west on Reed Street to Holman Road. North on Holman Road to Rothwell Park entrance at the war memorial. West on Rothwell Park Road toward Candy Cane City, stay to the right, cross the dam at Deer Pond around toward the pickle ball courts to Holman Road. Turn south on Holman Road to Reed Street. East on Reed to Hagood, cross Hagood and continue east on Adams to Johnson, cross Johnson and continue east on Reed and finish at the Moberly Chamber of Commerce. Contact person is Jamie Shirk, 660-263-3600, 660-414-7390. Anticipate 100-150 participants and will have approximately 20 volunteers to assist. Request police lead the run.

Recommended Action: Approve this request

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

City of

Moberly!

Police Department
Russell W. Tarr
Chief of Police
223rd Session FBI Academy

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

Walk/Run Application Permit

Application Date: 3/28/19
(Note: Application Date must be received by staff sixty (60) days prior to the event)

Requested Date of event: 6/14/19

Purpose of event: Fundraiser for Strong Kids Campaign

Name of event director: Jamie Shirk

Contact phone number(s) of director: 660-263-3600, 660-414-7390

Approximate number of participants: 100-150

Route requested, Begin & End Time: Race begins at 9pm (Reg. starts at 8pm) in front of Moberly Chamber of Commerce, then west on Reed St, north on Johnson, west on Adams, south on Hagood, west on Reed, north on Holman, take the first left into park and stay to the right, north towards Park Dr., east on Park Dr. (past tennis courts) south on Holman, east on Reed, north on Hagood, east on Adams, south on Johnson, east on Reed, finish at Moberly Chamber of Commerce.
(Please include a map diagram showing start to finish)

Will the route/streets be marked? Yes: No:

Will the organization furnish personnel to assist with the event?

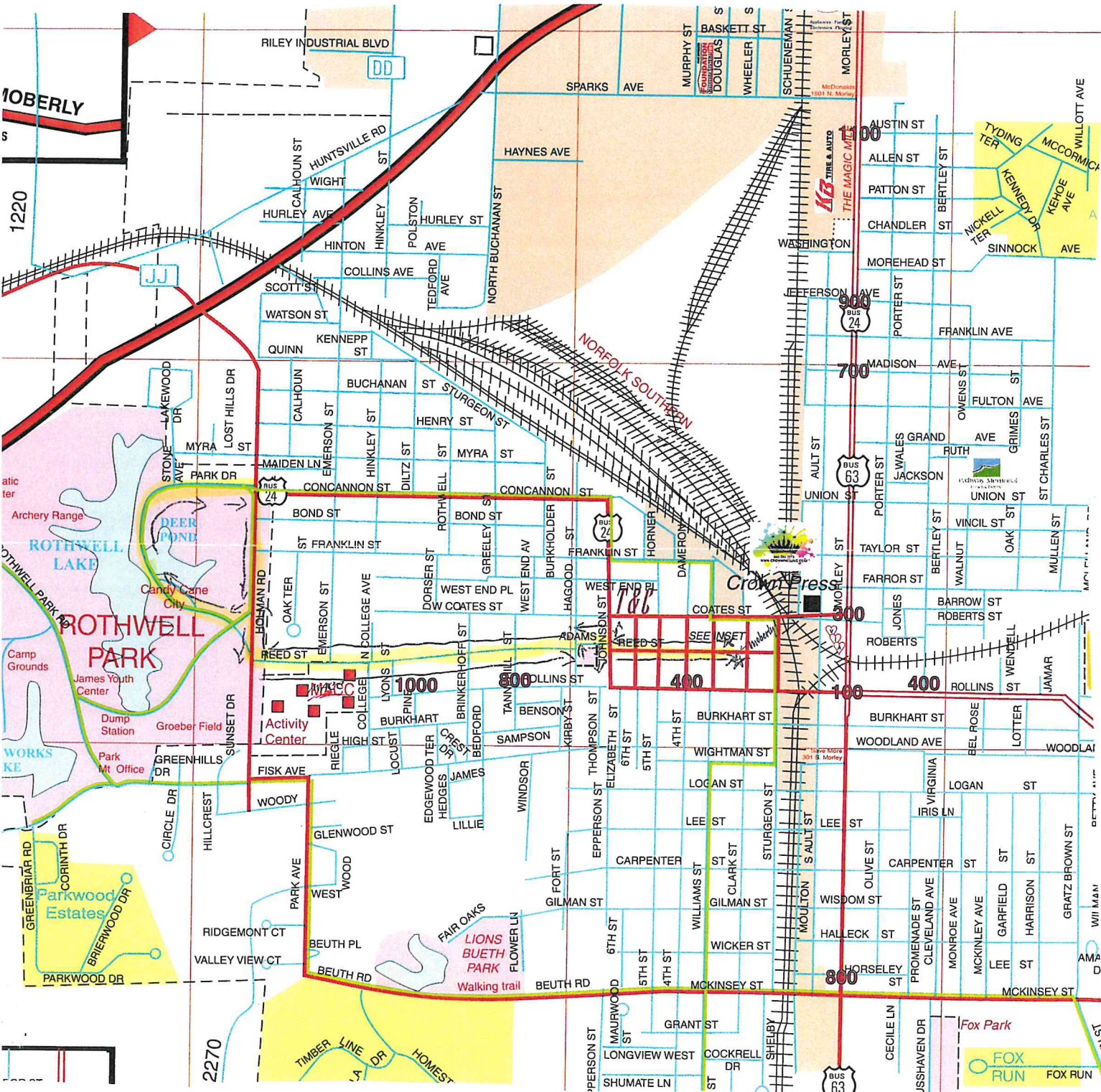
Yes: No: If yes, how many? 20

Signature of applicant: Jamie Shirk

Approved: Declined:

Authorizing Official: [Signature] Date: 0329.19

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



City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Public Works
 Date: May 6, 2019

Agenda Item: Receipt of bids for the 2019 Street Improvement Project

Summary: We advertised for unit price bids for several different products for our upcoming street maintenance work and recommend accepting the following:

Milling – Recommend Capital for \$2.15 sq. yd.

While ES&S was slightly cheaper at \$1.95 sq.yd. to mill and retain millings, they were \$2.30 for the City to retain. Capital was at \$2.15 sq.yd either way. It will be easier coordination for them as they were low bid on asphalt, and we can use the millings for fill/base on City projects.

Overlay – Capital \$78.84/ton.

This was up a significant amount from last year (\$62.50), but well below the \$91/ton from ES&S.

MicroSurface – Missouri Petroleum \$3.27 sq.yd.

Seal Coat – Capital \$1.15 sq. yd.

Reclamite – Corrective Asphalt Materials \$0.87 sq. yd.

Restorative seal – Corrective Asphalt Materials \$1.25 sq. yd

Base rock – Capital \$95.50/ton

3” rock – Capital \$98/ton

Asphalt (parking lots) – Capital \$96/ton

Asphalt/concrete removal – Capital \$2.35 sq. ft

Recommended Action: Accept these bids

Fund Name: Transportation Trust Fund

Account Number: 600.000.5502

Available Budget \$: \$800,000 budgeted (\$1M+ in fund balance)

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

2019 STREET IMPROVEMENT BID TAB

CONTRACTOR	MILLING	OVERLAY	MICRO SEAL	SEAL COAT	RECLAMITE	RESTORATIVE	BASE ROCK COMPACTED	3" ROCK COMPACTED	ASPHALT BP2 PARKING LOTS	ASPHALT/CONCRETE REMOVAL
Corrective Asphalt Materials					\$.87 sq. yd.	\$1.25 sq. yd.				
Microsurfacing Contractors LLC			\$3.32 sq. yd.							
Missouri Petroleum Products Co. LLC			\$3.27 sq. yd.							
Emery Sapp & Sons, Inc.	\$1.95 sq. yd. contractor retains milling \$2.30 sq. yd. City retains milling	\$91.00 ton		\$3.60 sq. yd.					\$110.00 ton	
Capital Paving & Construction, LLC	\$2.15 sq. yd. contractor or City retains milling	\$78.84 ton		\$1.15 sq. yd.			\$95.50 ton	\$98.00 ton	\$96.00 ton	\$2.35 sq. ft.
Capital Paving & Construction, LLC	F.O.B. Mix	Bit Base	BP-1							
	Rocky Fork	\$58.00 ton	\$59.00 ton							
	Mt. Airy	\$63.00	\$63.00							

City of

Proberly!

BID SHEET

Milling Work

Est. Quantity: 59,931 sq. yd.

Contractor retains millings

Unit Price \$ 2.15 /sq. yd.
two dollars & fifteen cents

City retains millings

Unit Price \$ 2.15 /sq. yd.
two dollars & fifteen cents

Street Overlay Type BP2 Mix

Est. Quantity:

6,580 Tons

- tack coat required on paved streets

Unit Price \$ 78.84 /ton
Seventy eight dollars & eighty four cents

Micro Seal

Estimated Quantity:

52,583 sq. yd.

Unit Price \$ No Bid /sq. yd.

Seal Coat

16,367 sq. yd.

Unit Price \$ 1.15 /sq. yd.
one dollar and fifteen cents

Reclamite Seal

Est. Quantity:

51,037 sq. yd.

Unit Price \$ No Bid /sq. yd.

Restorative Seal

Est. Quantity:

3,803 sq. yd.

Unit Price \$ No Bid /sq. yd.

City of

Moberly!

Base Rock, Compacted

Unit Price \$ 95.50 /ton
ninety five dollars and fifty cents

3" Rock, Compacted

Unit Price \$ 98.00 /ton
ninety eight dollars

*Asphalt BP2 (Parking Lots)

Est. Quantity: 325 tons

Unit Price \$ 96.00 /ton
ninety six dollars

Asphalt/Concrete Removal ^{ft}

Est. Quantity: 2,000 sq. yd.

Unit Price \$ 2.35 /sq. yd.
two dollars and thirty five cents

* City Hall North & West Lots & Alley

Police Station Pad, north side

Parks & Rec Parking Lot Repairs

Company Name: Capital Paving & Construction, LLC

Signature: Steven Field
Steven Field

F.O.B. Mix Prices (picked up at plant)

Rocky (Columbia)
Fork

Bit Base \$ 58.00 per ton
BP-1 \$ 59.00 per ton

Mt Airy

Bit Base \$ 63.00 per ton
BP-1 \$ 63.00 per ton

* on 9 Valid May 1 - Aug 1

** Please Note - Contact Tim Grimsley, Pub. Works Supt. to schedule/coordinate work.

City of

Moberly!

BID SHEET

Milling Work

Est. Quantity: 59,931 sq. yd.

Contractor retains millings

Unit Price \$ 1.95 /sq. yd.

City retains millings

Unit Price \$ 2.30 /sq. yd.

Street Overlay Type BP2 Mix

Est. Quantity:

6,580 Tons

- tack coat required on paved streets

Unit Price \$ 91.00 /ton

Micro Seal

Estimated Quantity:

52,583 sq. yd.

Unit Price \$ No Bid /sq. yd.

Seal Coat

16,367 sq. yd.

Unit Price \$ 3.60 /sq. yd.

Reclamite Seal

Est. Quantity:

51,037 sq. yd.

Unit Price \$ No Bid /sq. yd.

Restorative Seal

Est. Quantity:

3,803 sq. yd.

Unit Price \$ No Bid /sq. yd.

City of

Proberly!

Base Rock, Compacted

Unit Price \$ No Bid /ton

3" Rock, Compacted

Unit Price \$ No Bid /ton

*Asphalt BP2 (Parking Lots)

Est. Quantity: 325 tons

Unit Price \$ 110.00 /ton

Asphalt/Concrete Removal

Est. Quantity: 2,000 sq. yd.

Unit Price \$ No Bid /sq. yd.

* City Hall North & West Lots & Alley
Police Station Pad, north side
Parks & Rec Parking Lot Repairs

Company Name: Emery Sapp & Sons, Inc.

Signature: + Mike B.

City of

Moberly!

BID SHEET

Milling Work

Est. Quantity: 59,931 sq. yd.

Contractor retains millings

Unit Price \$ No Bid /sq. yd.

City retains millings

Unit Price \$ No Bid /sq. yd.

Street Overlay Type BP2 Mix

Est. Quantity:

6,580 Tons

- tack coat required on paved streets

Unit Price \$ No Bid /ton

Micro Seal

Estimated Quantity:

52,583 sq. yd.

Unit Price \$ 3.27 /sq. yd.

Three dollars and Twenty Seven cents

Seal Coat

16,367 sq. yd.

Unit Price \$ No Bid /sq. yd.

Reclamite Seal

Est. Quantity:

51,037 sq. yd.

Unit Price \$ No Bid /sq. yd.

Restorative Seal

Est. Quantity:

3,803 sq. yd.

Unit Price \$ No Bid /sq. yd.

City of

Moberly!

Base Rock, Compacted

Unit Price \$ No Bid /ton

3" Rock, Compacted

Unit Price \$ No Bid /ton

***Asphalt BP2 (Parking Lots)**

Est. Quantity: 325 tons

Unit Price \$ No Bid /ton

Asphalt/Concrete Removal

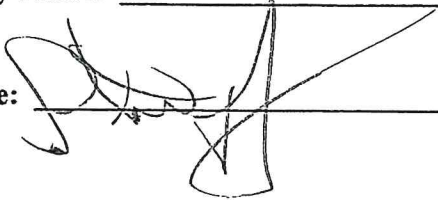
Est. Quantity: 2,000 sq. yd.

Unit Price \$ No Bid /sq. yd.

* City Hall North & West Lots & Alley
Police Station Pad, north side
Parks & Rec Parking Lot Repairs

Company Name: Missouri Petroleum Products Company LLC

Signature:



A handwritten signature in black ink is written over a horizontal line. The signature is stylized and appears to be a first name followed by a last name.

City of

Moberly!

BID SHEET

Milling Work

Est. Quantity: 59,931 sq. yd.

Contractor retains millings

Unit Price \$ _____ /sq. yd.

City retains millings

Unit Price \$ _____ /sq. yd.

Street Overlay Type BP2 Mix

Est. Quantity:

6,580 Tons

- tack coat required on paved streets

Unit Price \$ _____ /ton

Micro Seal

Estimated Quantity:

52,583 sq. yd.

Unit Price \$ 3.32 /sq. yd.

Σ = \$ 174,575.56

Seal Coat

16,367 sq. yd.

Unit Price \$ _____ /sq. yd.

Reclamite Seal

Est. Quantity:

51,037 sq. yd.

Unit Price \$ _____ /sq. yd.

Restorative Seal

Est. Quantity:

3,803 sq. yd.

Unit Price \$ _____ /sq. yd.

City of

Moberly!

Base Rock, Compacted

Unit Price \$ _____/ton

3" Rock, Compacted

Unit Price \$ _____/ton

*Asphalt BP2 (Parking Lots)

Est. Quantity: 325 tons

Unit Price \$ _____/ton

Asphalt/Concrete Removal

Est. Quantity: 2,000 sq. yd.

Unit Price \$ _____/sq. yd.

* City Hall North & West Lots & Alley
Police Station Pad, north side
Parks & Rec Parking Lot Repairs

Company Name: Microsurfacing Contractors LLC

Signature: *Kevin Johnson*

City of

Moberly!

BID SHEET

Milling Work

Contractor retains millings

Est. Quantity: 59,931 sq. yd.

Unit Price \$ _____/sq. yd.

City retains millings

Unit Price \$ _____/sq. yd.

Street Overlay Type BP2 Mix

Est. Quantity:

6,580 Tons

- tack coat required on paved streets

Unit Price \$ _____/ton

Micro Seal

Estimated Quantity:

52,583 sq. yd.

Unit Price \$ _____/sq. yd.

Seal Coat

16,367 sq. yd.

Unit Price \$ _____/sq. yd.

Reclamite Seal

Est. Quantity:

51,037 sq. yd.

Unit Price \$ _____/sq. yd.

Restorative Seal

Est. Quantity:

34,865 sq. yd.

Unit Price \$ 1.25 (One Dollar and Twenty-Five Cents) /sq. yd.

Resident Notifications: \$0.02 (Two Cents)/sq. yd.

Street Sweeping: \$0.06 (Six Cents)/sq. yd.

City of

Moberly!

Base Rock, Compacted

Unit Price \$ _____/ton

3" Rock, Compacted

Unit Price \$ _____/ton

***Asphalt BP2 (Parking Lots)**

Est. Quantity: 325 tons

Unit Price \$ _____/ton

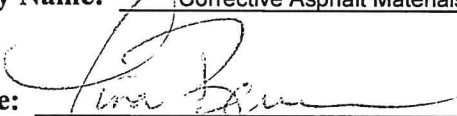
Asphalt/Concrete Removal

Est. Quantity: 2,000 sq. yd.

Unit Price \$ _____/sq. yd.

* City Hall North & West Lots & Alley
Police Station Pad, north side
Parks & Rec Parking Lot Repairs

Company Name: Corrective Asphalt Materials, LLC

Signature: 
Tina Revermann, Manager

City of

Moberly!

BID SHEET

Milling Work

Est. Quantity: 59,931 sq. yd.

Contractor retains millings

Unit Price \$ _____ /sq. yd.

City retains millings

Unit Price \$ _____ /sq. yd.

Street Overlay Type BP2 Mix

Est. Quantity:

6,580 Tons

- tack coat required on paved streets

Unit Price \$ _____ /ton

Micro Seal

Estimated Quantity:

52,583 sq. yd.

Unit Price \$ _____ /sq. yd.

Seal Coat

16,367 sq. yd.

Unit Price \$ _____ /sq. yd.

Reclamite Seal

Est. Quantity:

51,037 sq. yd.

Unit Price \$ 0.87 (Eighty-Seven Cents) /sq. yd.

Reclamite R: \$0.72 (Seventy-two Cents)/sq. yd.

Resident Notifications: \$0.02 (Two Cents)/sq. yd.

Street Sweeping: \$0.04 (Four Cents)/sq. yd.

Restorative Seal

Est. Quantity:

34,865 sq. yd.

Unit Price \$ _____ /sq. yd.

City of

Moberly!

Base Rock, Compacted

Unit Price \$ _____/ton

3" Rock, Compacted

Unit Price \$ _____/ton

*Asphalt BP2 (Parking Lots)

Est. Quantity: 325 tons

Unit Price \$ _____/ton

Asphalt/Concrete Removal

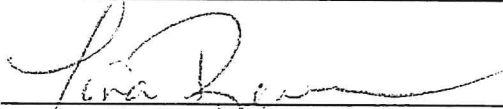
Est. Quantity: 2,000 sq. yd.

Unit Price \$ _____/sq. yd.

* City Hall North & West Lots & Alley
Police Station Pad, north side
Parks & Rec Parking Lot Repairs

Company Name: Corrective Asphalt Materials, LLC

Signature:



Tina Revermann, Manager

CITY OF MOBERLY

Street Improvement
Bids

"BID OPENING"

Sign-In Sheet

Date: 4-11-2019 10:00 a.m.

Name

Company

Shannon Hance

City of Moberly, MO

Carla Beal

City of Moberly, MO

Lore Ivy

Missouri Petroleum

Russell Dutton

Capital Paving and Construction

JACOB HEYEN

CAPITAL PAVING & CONSTRUCTION

Tim RIBES

CORRECTIVE ASPHALT MATERIALS

Facsimile transmittal

To: Moberly Monitor Index

From: Tom Sanders

Date: 3/26/2019

Re: Box Ad

Pages: 1

ADVERTISEMENT FOR BIDS

The City of Moberly, Missouri is requesting bids for the **2019 Street Improvements Project** including Asphalt Overlay, Pavement Milling, Micro Seal, Seal Coat, Reclamite and Restorative Seal for various Streets and Parking within the City of Moberly.

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

Please have your bids into the office of the City Clerk by **April 11, 2019 at 10:00 a.m.**

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

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

PUBLISH ONE TIMES IN THE: THURSDAY, MARCH 28, 2019 EDITION

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Public Works
 Date: May 6, 2019

Agenda Item: Receipt of Bids for Fisk Avenue

Summary: McClure advertised for bids in the local newspaper, on Drexel and Tom contacted several contractors. The bid opening was held in the Moberly City Hall Council Chambers on April 5, 2019 at 10:00am with only one bid being received. Attached is the bid, bid open sheet and letter from McClure recommending accepting the bids from J.T. Holman Construction.

Recommended Action: Accept these bids

Fund Name: Transportation Trust/Fisk Ave

Account Number: 600.174.

Available Budget \$: \$222,000.00

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



107 Butler Street
Macon, MO 63552
P 660.385.6441

www.mecresults.com

NORTHWEST IOWA | DES MOINES METRO | EASTERN IOWA | SIOUXLAND | SOUTHWEST IOWA | CENTRAL MISSOURI | ST. LOUIS METRO | KANSAS CITY METRO

April 10, 2019

Mr. Tom Sanders, Director of Public Works
City of Moberly
101 W. Reed
Moberly, MO 65270

**Re: Bid Concurrence
City of Moberly, MO - Trail Improvements – Fisk Avenue
RTP 2017-11**

Dear Mr. Sanders:

The bid letting for City of Moberly, MO - Trail Improvements – Fisk Avenue RTP 2017-11 was held Friday, April 5, 2019 at 10:00 a.m. at the City of Moberly, City Hall where one (1) bid was submitted by JT Holman General Construction & Excavating, LLC for \$190,017.34.

We have enclosed copies of the bid tabulation, signature of federal certifications which include: Affirmative Action and Equal Opportunity, Worker Eligibility, Anti-Collusion, Lobbying Activities, Antidiscrimination, Bidder Acknowledgement, Affidavit/E-very, Buy America Requirements and DBE submittal forms, itemized bid forms of the bidder and all bidders acknowledgement of all addendums for your review. Disadvantaged Business Enterprise Contract Provisions goal was 0%. We have also attached a copy of the legal notice that ran March 21, 2019 in the Moberly Monitor. No bidders were declared non-responsive.

McClure requests your approval to award the contract for this project to JT Holman General Construction & Excavating, LLC in the amount of \$190,017.34.

Should you have any questions, please contact Aaron McVicker at (660)-385-6441.

Sincerely,

Aaron McVicker, P.E.
Project Manager

Enclosures

BID LETTING
SIGN-IN SHEET
CITY OF MOBERLY
CITY OF MOBERLY TRAIL IMPROVEMENTS
FISK AVENUE - RTP 2017-11
APRIL 5, 2019 @ 10:00 am

Please write legible

CONTACT	COMPANY	PHONE	EMAIL
Drew Kerns	JT Holman Construction LLC	660-385-7888 573-286-2411	jtholman@jtholman.com
Shannon Hance	City of Moberly		shance@cityofmoberly.com
Carla Beal	City of Moberly		cbeal@cityofmoberly.com
Mitch Gribler	McClure Engineering Co.	573-234-2611	mgribler@mccluresults.com

RTP
(Recreational Trails Program)
2017-11

City of Moberly, MO
101 W. Reed
Moberly, MO 65270

REQUEST FOR BID

BID OF

Bidder Name JT Holman General Construction + Excavating, LLC

Bidder Address 2016 Jims Rd Po Box 591 Moberly, MO 65272

FOR
TRAIL IMPROVEMENTS

City of Moberly Trail Improvements
Fisk Avenue

City of Moberly, MO
Randolph County

ITEMIZED PROPOSAL
 WORK PERFORMED BY THE CONTRACTOR

LINE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Mobilization	LS	1	8,000.	8,000.
2	Miscellaneous Earthwork	LS	1	5,000.	5,000.
3	4" thick, 6' wide Concrete Trail on 2" thick compacted Type 1 base rock	SF	7,493	6	44,958.
4	6" thick, 6' wide Concrete Trail on 2" thick compacted Type 1 base rock	SF	799	7.50	5,992.50
5	2' wide Non-Mountable Concrete Curb & Gutter on compacted Type 1 base rock	LF	566	45	25,470.
6	2' wide concrete ADA Curb on compacted Type 1 base rock	LF	6	45	270.
7	2.5' wide concrete Driveable Curb on compacted Type 1 base rock	LF	114	55	6,270.
8	6" thick Concrete Driveway Repair on compacted Type 1 base rock	SY	456	72	32,832.
9	6" thick Concrete Street Repair on compacted Type 1 base rock	SY	10	72	720.
10	Connect to and extend 24" RCP pipe, complete including bedding pipe and backfill	LF	12	81	972
11	Connect to and extend 84" CMP pipe, complete including bedding pipe and backfill	LF	12	333.33	4,000.
12	Invert repair of 84" CMP pipe using cast-in-place reinforced concrete	LF	72	31	2,232.
13	2' thick, MoDOT Type II Rock Blanket placed on geotextile fabric complete	SY	86	40.70	3,500.
14	Dectable Warning installed complete	SF	84	35	2,940.
15	Pavement Removal and Sawcuts, complete	SF	284	5.00	1,420.
16	6' wide Painted Trail Marking, complete	LF	901	3.71	3,342.71
17	Painted Stop Bar and Crosswalk Pavement Marking, complete	EA	7	2,035.71	14,250.
18	Remove and Replace Center Line Pavement Marking, complete	LF	1,300	3.96	5,148.
19	Temporary Traffic Control	LS	1	5,000.	5,000.
20	Curb Checks, installed complete	EA	4	150.	600.
21	Construction Staking	LS	1	8,850.	8,850.
22	Ditch Check, installed complete	EA	2	600.	1,200.

ITEMIZED PROPOSAL
 WORK PERFORMED BY THE CONTRACTOR

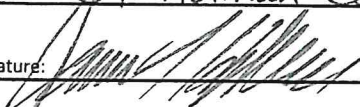
LINE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
23	Silt Fence, installed complete	LF	410	5	2050.
24	Seeding, Fertilizing & Mulching	LS	1	5,000.	5,000.
Total Contractor					\$ 190,017.21

ACKNOWLEDGEMENT: Each Bidder shall acknowledge receipt of addenda by their signature affixed hereto and addendum noted at the right by number.

Addendum No.(s) no addendums

Contractor: JT Holman Construction, LLC

Phone: 660 385-7888

Signature: 

Date: 4/5/2019

Name: James T. Holman

(please print)

Email: jtholman@jtholman.com

(please print)

(14) **SIGNATURE AND IDENTITY OF BIDDER:** The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of

JT Holman General Construction + Excavating, LLC, which is the correct LEGAL NAME as stated on the contractor questionnaire (if applicable).

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (4) corporation. Indicate by marking the appropriate box below.

- sole individual
- partnership
- joint venture
- corporation, incorporated under laws of state of Missouri (LLC-scorp).

b) If the bidder is doing business under a fictitious name, indicate below by filling in the fictitious name

JT Holman Construction, LLC

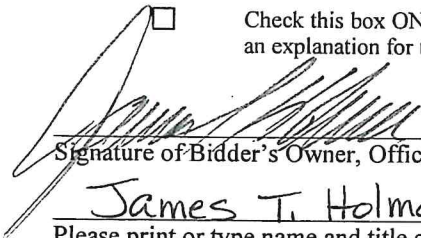
Executed by bidder this 5 day of April 2019.

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-RESPONSIVE, AND CAUSE IT TO BE REJECTED.

THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE CONTRACTING AUTHORITY.

Check this box ONLY if the bidder REFUSES to make any or all of these certifications. The bidder may provide an explanation for the refusal(s) with this submittal.



Signature of Bidder's Owner, Officer, Partner or Authorized Agent

James T. Holman
Please print or type name and title of person signing here

Attest:

Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the standard specifications.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we J.T. Holman General Construction & Excavating, LLC
as principal and Merchants National Bonding, Inc.
as surety, are held and firmly bound unto the (City of Moberly, Missouri) _____ in the penal sum
of Five Percent of Amount Bid-----
----- Dollars (\$ 5%) to be paid to the commission to be credited to the state road fund, the
principal and surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally,
firmly by these presents.

Sealed with our seals and dated this March 28, 2019

THE CONDITION OF THIS OBLIGATION is such that

WHEREAS the principal is submitting herewith a bid to the commission on route(s) _____
City of Moberly Trail Improvements – Fisk Avenue
in _____ Randolph County(ies),
project (s) RTP 2017-11
for construction or improvement of sidewalks as set out in said bid;

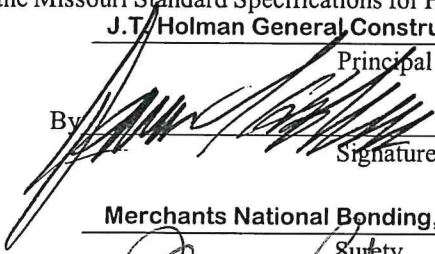
NOW THEREFORE, if the commission shall accept the bid of the principal and if the principal shall properly
execute and deliver to the commission the contract, contract bond, and evidence of insurance coverage in compliance with the
requirements of the bid, the specifications, and the provisions of section 227.100 RSMo, to the satisfaction of the commission,
then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

In the event the said principal shall, in the judgment of the commission, fail to comply with any requirement as
set forth in the preceding paragraph, then the state of Missouri, acting by and through the commission, shall immediately and
forthwith be entitled to recover the full penal sum above set out, together with court costs, attorney's fees, and any other expense
of recovery.

The principal and surety hereby certify that the document is the original or a verbatim copy of the bid bond form
furnished by the Commission, in accordance with Sec 102.9 of the Missouri Standard Specifications for Highway Construction.

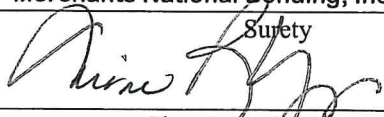
J.T. Holman General Construction & Excavating, LLC

SEAL

By  _____
Principal
Signature

Merchants National Bonding, Inc.

SEAL

By  _____
Surety
Dione R. Young Signature of Attorney in Fact

NOTE: This bond must be executed by the principal, and by a corporate surety authorized to conduct surety business in the
state of Missouri.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Anne Crowner; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Craig E Hansen; Dana Wiebers; Dione R Young; Jay D Freiermuth; Kathleen Brewer; Kevin J Knutson; Michelle R Gruis; Seth D Rooker; Shirley S Bartenhagen; Stacy Venn; Sydney Burnett; Tim McCulloh; Wendy A Casey

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

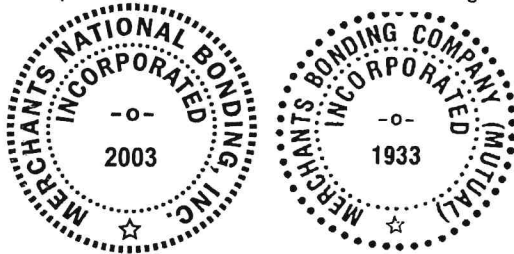
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 21st day of December, 2018.

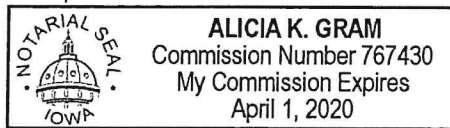


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 21st day of December 2018, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

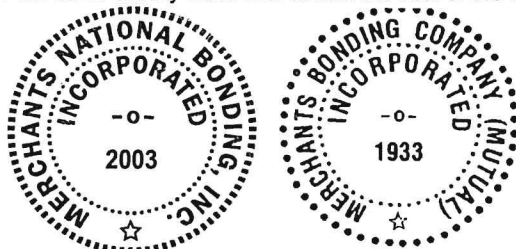


Alicia K. Gram
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 28th day of March, 2019.



William Warner Jr.
Secretary

AFFIDAVIT OF PUBLICATION Date:
 STATE OF MISSOURI) SS.
 COUNTY OF RANDOLPH)

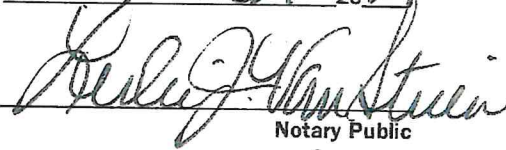
(Space above for recording information)

I, Terri Leifeste, being duly sworn according to law, state that I am the Senior Group Publisher of **THE MOBERLY MONITOR-INDEX AND DEMOCRAT**, a daily except Saturday newspaper of general circulation in the county of Randolph, State of Missouri where located; which has been admitted to the Post Office as periodical class matter in the City of Moberly, Missouri, the city of publication; which newspaper has been, published regularly and consecutively for a period of more than three years and has a list of bona fide subscribers, voluntarily engaged as such who have paid or agreed to pay a stated price for a subscription for a definite period of time and that such newspaper has complied with the provisions of Section 493.050, Revised Statutes of Missouri 2000, and Section 59,310, Revised Statutes of Missouri 2000. The affixed notice appeared in said newspaper on the following consecutive issues:

1st Insertion: Vol. ___ No. 21 day of March 2019
 2nd Insertion: Vol. ___ No. ___ day of ___ 20___
 3rd Insertion: Vol. ___ No. ___ day of ___ 20___
 4th Insertion: Vol. ___ No. ___ day of ___ 20___
 5th Insertion: Vol. ___ No. ___ day of ___ 20___


 Terri Leifeste, Senior Group Publisher

Subscribed and sworn to before me on the 28 day of

March 2019

 Notary Public

INVITATION TO BID
 CITY OF MOBERLY, MISSOURI
 FISK AVENUE
 TRAIL IMPROVEMENTS
 RTP 2017-11

Sealed bids will be received for the City of Moberly Trail Improvements (Fisk Avenue) Project RTP 2017-11, at 101 W. Reed, Moberly, Missouri 65270 until **10:00 a.m.** local time on the **5th** day of **April, 2019**. Contractor to Clearly print on the outside of bid package "Moberly RTP 2017-11". Bids will be publicly opened and read aloud at said office.

All equipment, materials and workmanship must be in accordance with the drawings and specifications on file with the City Administrator, City of Moberly, Missouri and in the office of the Consulting Engineers, McClure, 107 Butler Street, Macon, Missouri 63552.

Copies of plans and specifications can be seen or purchased for a Non-Refundable fee on-line at www.drexeltech.com in their eDistribution plan room, additional assistance is available at distribution@drexeltech.com. Information regarding this project can be found in the "Public Jobs" link on the website. Contractors desiring the Contract Documents for use in preparing bids may also obtain a set of such documents from Drexel Technologies; 10840 West 86th Street, Lenexa, KS 66214, telephone number is 913-371-4430. Bidding documents will be shipped only if the requesting party assumes responsibility for all related charges. Corporate, certified, or cashier's checks shall be made payable to Drexel Technologies, Inc. Any questions regarding the project, plans, specifications, or bid documents should be directed to Aaron McVicker at 660-385-6441.

A certified check on a solvent bank or a bid bond by a satisfactory surety in an amount equal to 5% (five percent) of the total amount of the base bid must accompany each proposal as bid security.

All forms with footer marked as "BID FORM SUBMITTAL" shall be included with the sealed bid.

No Bidder may withdraw his bid for a period of 60 days after the date of opening of bids.

The wage rates applicable to this project have been predetermined as required by law and are set forth in the bid proposal. When Federal wage rates are applicable and included, this contract is subject to the "Work Hours Act of 1962" (P.L. 87-581; Stat. 357) and implementing regulations.

The City of Moberly hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

A Disadvantaged Business Enterprise (DBE) goal of 0% has been established for this project.

The City of Moberly reserves the right to reject any and all bids. If the project is awarded, it will be to the lowest, responsive, responsible bidder.

(March 21, 2019)

LESLIE J. VANSTRIEM My commission expires 12/02/22
 Notary Public - Notary Seal
 STATE OF MISSOURI Publisher's Fee \$ _____
 Ralls County
 Commission Expires December 2, 2022
 Commission # 14514239

31

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: City Manager
 Date: May 6, 2019

Agenda Item: An Ordinance Amending Chapter 2, Article V, Section 2-367 By Adding Subsection (3) To Provide For A City Council Liaison To The Park Board.

Summary: The city council desires to enhance its relationship with the park board through the appointment of a city council liaison to the park board. The councilperson serving in this capacity will ensure that each body is kept advised of pertinent developments which affect the city parks system. Much like the liaison position with the tourism commission, the councilperson will serve in a non-voting capacity

Recommended Action: Approve this ordinance.

Fund Name: N/A

Account Number: N/A

Available Budget \$: \$0

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

BILL NO: _____

ORDINANCE NO: _____

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE V, SECTION 2-367 BY ADDING SUBSECTION (3) TO PROVIDE FOR A CITY COUNCIL LIAISON TO THE PARK BOARD.

WHEREAS, Section 2-367 of the city code provides for the establishment of a city park board pursuant to RSMo 90.520; and

WHEREAS, the city council desires to enhance its relationship with the park board through the appointment of a city council liaison to the park board; and

WHEREAS, the city council liaison shall be taxed with the duty of facilitating a close working relationship between the city council and the park board.

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

SECTION ONE: Section 2-367 shall be amended by the addition of subsection 3, in the following form:

Sec. 2-367. Established; purpose and scope of authority.

(3) There is hereby established a Liaison between the Moberly City Council and the Moberly Park Board who shall be a member of the council and shall be appointed by the mayor with approval of the council. Through communication and cooperation the Liaison will facilitate a close working relationship between the city council and park board.

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

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 6th day of May, 2019.

Presiding Officer at Meeting

ATTEST:

City Clerk

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: City Manager
 Date: May 6, 2019

Agenda Item: An Ordinance Approving A Cooperative Purchase And Development Agreement With Zachariah Richardson And Authorizing The City Manager To Execute The Agreement On Behalf Of The City

Summary: The city was approach about any vacant lots available for the building of multipurpose facility by Zach Richardson. After a review by staff, the property located at 100 W Lee Street was deemed available. After reporting this lot to Mr. Richardson he said he would be interested in developing this lot. In exchange for the lot, Mr. Richardson is willing to pay \$10,000 and develop the lot which is currently vacant. This agreement will approve this agreement under these terms.

Recommended Action: Approve this ordinance

Fund Name: N/A

Account Number: N/A

Available Budget \$: \$0

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION AUTHORIZING THE CITY MANAGER OF THE CITY OF MOBERLY, MISSOURI TO EXECUTE A ENGAGEMENT LETTER WITH MCMAHON & BERGER FOR LEGAL COUNSEL.

WHEREAS, the City of Moberly, Missouri is desirous of obtaining a legal counsel with an expertise in labor negotiations; and

WHEREAS, Brian C. Hey of McMahon & Berger, is particularly suited to provide such expertise and has submitted an Engagement Letter which outlines the services he can provide and his firm's charges for such services, and

WHEREAS, it is in the best interests of the City of Moberly and it's residents to immediately secure the services outlined in the Engagement Letter and the charges outlined for said services are reasonable and customary.

NOW, THEREFORE, the City of Moberly agrees to the terms of the Engagement Letter with McMahon & Berger and hereby authorizes the City Manager to execute the Letter on behalf of the city and to take such other and further actions as may be necessary to complete the engagement.

RESOLVED this 6th day of May, 2019, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

COOPERATIVE PURCHASE AND DEVELOPMENT AGREEMENT

THIS PURCHASE AND DEVELOPMENT AGREEMENT (this “**Purchase Agreement**”) is made and entered into as of this _____ day of _____, 2019 (the “**Effective Date**”) by and between THE CITY OF MOBERLY, a city of the third class and Missouri municipal having a principal office at 101 West Reed Street, Moberly, Missouri, 65270 (the “**City**”) and ZACHARIAH RICHARDSON, a natural person having a principal residence at 1116 Bradford Circle, Moberly, Missouri, 65270 (the “**Developer**”). *Capitalized terms used and not defined in this Purchase Agreement shall have the meanings ascribed to them in Article I of this Purchase Agreement.*

RECITALS

- A.** The Developer wishes to purchase and redevelop the Property which is currently vacant and underutilized and which activities by the Developer the City recognizes will facilitate the City’s economic development goals and improve property values with the area of the Property.

- B.** The City is willing to sell the Property to the Developer for the Purchase Price in exchange for the Developer’s promise to expend the Developer’s funds to construct the Building on the Property, all in accordance with the terms of this Purchase Agreement.

AGREEMENT

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

**ARTICLE I.
MEANINGS OF TERMS**

Section 1.1. Definitions. Except as otherwise defined, as used in this Purchase Agreement, the following words and terms shall have the following meanings:

“**Applicable Regulations**” shall mean, collectively, all federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes applicable to or affecting the Property including, without limitation, the Building Regulations and all applicable federal and state environmental laws and regulations.

“**Approving Ordinance**” shall mean City Ordinance No. ___ passed and approved by the City Council on _____, 2019 approving this Purchase Agreement.

“**Building**” shall mean a commercial or warehousing structure to be constructed by the Developer on the Property containing not less than 2,400 square feet, all in accordance with the terms of this Purchase Agreement.

“Building Regulations” shall mean, collectively, those codes, ordinances, regulations and policies of the City including, without limitation, Chapter 6 of the Moberly City Code or subsequent successor enactments, now or at any subsequent time applicable to or governing the construction and maintenance of buildings and structures within the City.

“Certificate of Occupancy” shall mean a Certificate of Occupancy properly and lawfully issued by the City in accordance with the Building Regulations.

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

“Closing” shall mean the closing on the purchase of the Property by the Developer and conveyance of the Property to the Developer all in accordance with **Section 2.2** of and as further contemplated in this Purchase Agreement.

“Construction Contractor” shall mean that principal or general contractor (other than the Developer), if any, contractually obligated to undertake the construction of the Building and designated in a writing to the City by the Developer.

“Developer” shall mean Zachariah Richardson, a natural person having a principal residence at 1116 Bradford Circle, Moberly, Missouri, 65270.

“Effective Date” shall mean the day and date first above written.

“Force Majeure” shall mean actions or inactions not within the reasonable control of the Developer, including, without limitation, construction delays due to sustained inclement weather conditions, delays caused by competent legal authority, strikes, lockouts, labor disputes, riots, fire or other casualties, tornadoes, acts of God, acts of the public enemy, accidents, governmental restrictions, unanticipated or unusual site conditions, priorities regarding acquisition of or use of materials, litigation challenging any of the rights of the Developer under this Purchase Agreement, or delays caused by local, state or federal governments.

“Party” or **“Parties”** shall mean as applicable, the City and/or the Developer.

“Property” shall mean a vacant parcel known and numbered as 100 West Lee Street, Moberly, Missouri, having a tax identification number assigned by the Randolph County Assessor of 10-1.0-01.0-3.0-001-057.000, and further depicted and legally described in **Exhibit A**, attached to and incorporated by reference in this Purchase Agreement.

“Purchase Price” shall mean the sum specified in **Section 2.1** of this Purchase Agreement which amount shall constitute the entire purchase price paid by the Developer for the Property.

“Title Company” a title company located in Randolph County, Missouri selected by the City and reasonably acceptable to the Developer.

Section 1.2. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall

otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.

Section 1.3. Computation of Time. Wherever this Purchase Agreement calls for the performance of any act by reference to a day or number of days, to a month or number of months or to a year or number of years, each such computation shall be made based upon calendar days, calendar months, and calendar years, as applicable, unless otherwise expressly provided.

ARTICLE II. PURCHASE AND SALE

Section 2.1. Purchase of the Property. Subject to the terms and conditions of this Purchase Agreement, the City hereby agrees to sell, and the Developer hereby agrees to purchase the Property. The total Purchase Price for the Property shall be Ten Thousand Dollars and no cents (\$10,000.00). The Purchase Price, subject to any adjustments as hereinafter provided, shall be payable by the Developer to the City as follows:

(a) Two Thousand Dollars (\$2,000.00) earnest money to be paid to the Title Company by check upon full execution of this Purchase Agreement; and

(b) The balance of the Purchase Price, in cash, by wire transfer or by cashiers' check, payable to the City at or before the Closing.

Section 2.2. Events of Closing; Adjustments; Condition of Property.

(a) The Closing shall take place on a date mutually determined by the City and the Developer but in no event later than September 30, 2019. The Closing shall occur at the Title Company during normal business hours or at such other location as the Developer and the City may mutually agree. The Closing on the re-sale to the Developer shall be by escrow with the Title Company acting as escrowee. At the Closing, and upon payment of the Purchase Price by the Developer, the City shall transfer and convey all of the City's right, fee title and interest in the Property by Warranty Deed in substantially the form attached as **Exhibit B** to and incorporated by reference in this Purchase Agreement free and clear of all tenancies, liens and encumbrances other than those created by this Purchase Agreement, or that are set forth in any title commitment obtained by the Developer.

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

(c) The Developer shall pay the costs of any title commitment and for premiums on any owner's policy of title insurance, and any title endorsements to any such policy, issued by the Title Company that the Developer elects to obtain on the Property. All outstanding real estate taxes, and all other public or governmental charges and public or private assessments against the Property which are or may be payable on an annual basis (including liens or encumbrances for sewer, water, drainage or other public improvements whether completed or commenced on or prior to the Effective Date or

subsequent thereto), shall be paid by the Developer. All other costs of Closing shall be borne equally by the City and the Developer including, without limitation, any applicable state, county and municipal transfer taxes, closing costs and recording and escrow fees charged by the Title Company.

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

Section 2.3. Real Estate Brokers. The City and the Developer hereby state and warrant to each other that neither has dealt with any real estate broker, agent or salespersons in connection with this transaction and the sale of the Property. To the full extent permitted by law, the City and the Developer each agree to indemnify and hold the other harmless against any claims for real estate commissions or consultant fees claiming representation of such party in this transaction. Such obligations to indemnify and hold harmless shall include, without limitation, all costs and attorneys’ fees relating to litigation and other proceedings.

ARTICLE III. IMPLEMENTATION OF THE PROJECT

Section 3.1. Time for Completion; Delays; Notification Required; Developer’s Control Over Construction. Promptly following the Closing, the Developer at the Developer’s sole cost and expense shall make commercially reasonable efforts to obtain all applicable permits and approvals under the Building Regulations and shall commence and diligently pursue the construction of the Building on the Property to completion. The Developer shall substantially complete the construction of the Building on the Property and obtain a Certificate of Occupancy for the Property and the Building not later than Twenty-Four (24) months from the Effective Date, all subject to Force Majeure as provided in this **Section 3.1**. The times within which the construction of the Building on the Property is to commence and be completed as set forth in this **Section 3.1**, shall be automatically extended appropriately as a result of any event of Force Majeure; *provided that* in the event of any such delays, the Developer shall promptly notify the City in writing stating the nature of the delay which, in the reasonable opinion of the Developer,

justifies the extension. Any delay under this **Section 3.1** shall result in a day-for-day extension of any obligations, deadlines or dates set forth in this Purchase Agreement that are directly affected by such delay. Other than time for completion requirements of this **Section 3.1**, the Developer shall have complete and exclusive control over the timing and management of construction of the Building on the Property, subject to the further requirements of this Purchase Agreement. The Developer shall use commercially reasonable methods to keep the City reasonably informed on the progress of construction of the Building.

Section 3.2. Developer to Adhere to All Applicable Regulations. To the full extent that any Applicable Regulation applies to any aspect of construction of the Building and the development and improvement of the Property or any portion thereof, the Developer, for himself and for any Construction Contractor or sub-contractor as agent of the Developer, covenants and agrees to take or cause to be taken all such actions as are necessary to fully comply with such Applicable Regulation, and the Property and the Building and any portions thereof shall be subject all lawful regulatory inspections and to periodic inspections by the City at reasonable times with prior notice to the Developer to determine compliance with the terms and conditions of this Purchase Agreement and the Developer shall promptly perform or cause to be performed all such necessary acts as may be required by Applicable Regulations.

Section 3.3. Covenants for Building and Site Maintenance; Survival. During construction of the Building:

(a) The Developer shall maintain or cause to be maintained the Building and all portions of the Property at all times in an orderly and workmanlike manner and shall promptly haul away and lawfully dispose of any trash, debris and accumulated materials not to be used within a reasonable time in the construction.

(b) The Developer for himself and for any successor and agent, heir and personal representative, hereby covenants and warrants to the City that the Developer at the Developer's sole expense shall maintain or cause to be maintained the exterior of the Building and all exterior areas of the Property at all times in an orderly fashion and good state of maintenance.

(c) The covenants contained in this **Section 3.3** are intended by the Parties and shall be deemed to be covenants running with the land and binding upon all successors in title to the Property and the Parties hereto further agree to cooperate and to take such reasonable actions including, without limitation, recordation of a memorandum of this Purchase Agreement referencing the covenants and warranties set forth in this **Section 3.3** in the office of the Randolph County recorder.

(d) The agreements, covenants and warranties set forth in this **Section 3.3** shall survive termination of this Purchase Agreement for any reason.

Section 3.4. Breach and Compliance; Right to Cure; Remedies Not Exclusive. In the event of substantial non-compliance with any of the terms of this **Article III**, written notice of same may be delivered to the Developer by the City, and, if the Developer shall not have corrected such substantial non-compliance within Forty-Five (45) days after receipt of such notice (unless the

time for such correction is further extended in; writing by the City or unless such correction reasonably requires more than 45 days to correct; *provided that*, the Developer diligently pursues such correction to satisfactory completion) the City may institute such proceedings as may be necessary or desirable in the City's sole opinion to cure and remedy such default including, without limitation, the remedy of specific performance. None of the foregoing remedies shall be exclusive of any other remedy specified in this **Section 3.4** or otherwise available to the City at law or in equity and any and all such remedies may be exercised by the City individually, sequentially, collectively, or in the alternative, all at the City's sole discretion.

ARTICLE IV. DEVELOPER'S REPRESENTATIONS

Section 4.1. Representations of Developer. The Developer hereby represents and warrants to the City that as of the Effective Date and as of the date of the Closing:

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

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

(d) There are no actions or proceedings by or before any court, governmental commission, board, bureau, or any other administrative agency pending, threatened, or affecting the Developer that would impair the ability to perform under this Purchase Agreement; and

(e) The Developer has obtained or will obtain as and when required by Applicable Regulations, and shall maintain, all government permits, certificates, and consents (including, without limitation, environmental approvals required by any Applicable Regulation) necessary to conduct the Developer's business and to complete in a workmanlike manner the construction of the Building on the Property.

Section 4.2. Survival of Covenants. All warranties, representations, covenants, and agreements of the Developer contained in this **Article IV** shall survive termination of this Purchase Agreement for any reason.

ARTICLE V. MISCELLANEOUS PROVISIONS

Section 5.1. No Assignment. Neither Party shall be permitted to sell, assign or otherwise transfer its interest in this Purchase Agreement in whole or in part to any other individual or entity.

Section 5.2. Term of Agreement. This Purchase Agreement shall continue in force until the date of the issuance of a Certificate of Occupancy for the Property and the Building. The rights and privileges granted to and the duties and obligations imposed on the Developer by this Purchase Agreement shall apply only to the Property.

Section 5.3. Notices. Whenever notice or other communication is called for in this Purchase Agreement to be given or is otherwise given, such notice shall be in writing addressed to the addressees at the addresses set forth below, and transmitted by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, return receipt requested:

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

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

If to the Developer: Mr. Zachariah Richardson
 1116 Bradford Circle
 Moberly, Missouri, 65270

or to such other persons as the parties may designate in writing from time to time in accordance with this **Section 5.3** and all said notices shall be deemed given, as applicable, (a) upon hand delivery, (b) upon deposit with an overnight courier, or (c) upon deposit in the United States mail.

Section 5.4. Further Assistance. The City and the Developer each agrees to take such actions and execute such documents and instruments as may be reasonably necessary or appropriate to carry out the terms, provisions and intent of this Purchase Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

Section 5.5. Survival; Severability. Any provisions of this Purchase Agreement that by their terms provide for or contemplate obligations or duties of a Party that are to extend beyond the expiration or termination of this Purchase Agreement (and the corresponding rights of the other Party to enforce or receive the benefit of such obligations or duties) shall survive such expiration or termination of this Purchase Agreement for any reason. The provisions of this Purchase Agreement shall be deemed severable. If any word, phrase, term, sentence, paragraph, or other portion of this Purchase Agreement shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Purchase Agreement shall not be affected by such partial invalidity, and each remaining word, phrase, term, sentence, paragraph covenant, or other portion of this Purchase Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 5.6. Headings; No Presumption; Agreement Preparation. The headings and captions of this Purchase Agreement are for convenience and reference only, and in no way define, limit, or describe the scope or intent of this Purchase Agreement of any provision thereof and shall in no way be deemed to explain, modify, amplify or aid in the interpretation or construction of the provisions of this Purchase Agreement. Each Party to this Purchase Agreement and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Purchase Agreement and all documents attached as exhibits. This Purchase Agreement shall be construed without regard to any presumption or other rule of construction whereby ambiguities within this Purchase Agreement or such other document would be construed or interpreted against the Party causing the document to be drafted. The Parties hereto each further represent that the terms of this Purchase Agreement and the documents attached as exhibits hereto have been completely read by them and that those terms are fully understood and voluntarily accepted by them. In any interpretation, construction or determination of the meaning of any provision of this Purchase Agreement, no presumption whatsoever shall arise from the fact that this Purchase Agreement was prepared by or on behalf of any Party hereto.

Section 5.7. Choice of Law; Venue; Waiver of Objections. This Purchase Agreement and its performance shall be deemed to have been fully executed, made by the parties in, and governed by and construed in accordance with the laws of the State of Missouri applicable to contracts made and to be performed wholly within such state, without regard to choice or conflict of laws provisions. The Parties hereto each agree that any action at law, suit in equity, or other judicial proceeding arising out of this Purchase Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri or in federal court of the Eastern District of Missouri and waive any objection based upon venue or *forum non conveniens* or otherwise.

Section 5.8. Entire Agreement; Amendments; No Waiver by Prior Actions. The Parties hereto agree that this Purchase Agreement shall constitute the entire agreement between the Parties and no other agreements or representations other than those contained in this Purchase Agreement have been made by the Parties. This Purchase Agreement shall be amended only in writing and effective when signed by the duly authorized agents of the Parties. The failure of any Party hereto to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Purchase Agreement to be performed or observed by another Party shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

Section 5.9. No Waiver of Sovereign Immunity; Public Liability Strictly Limited. Nothing in this Purchase Agreement shall be construed or deemed to constitute a waiver of the City's sovereign immunity. The Parties hereto agree that in no event shall the City, or any of its officials, officers, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to the Developer or any lessee, sublessee, successor, assign, heir or personal representative of the Developer in respect of any suit, claim, or cause of action arising out of this Purchase Agreement. No official, officer, agent, attorney, employee, or representative of the City shall be personally liable to the Developer or to any lessee, sublessee, successor, heir or personal representative of the Developer in the event of any default or breach by any Party under this Purchase Agreement, or for any amount which may become due to any Party or on any obligations under the terms of this Purchase Agreement.

Section 5.10. Relationship of the Parties; No Third Party Beneficiaries. Nothing contained in this Purchase Agreement nor any act of the Developer or the City shall be deemed or construed to create a partnership or agency relationship between the Parties or their agents or representatives and this Purchase Agreement is and shall be limited to the specific purposes set out herein. Other than as expressly provided in this Purchase Agreement, no Party shall be the agent of, or have any rights to create any obligations or liabilities binding on, the other Party. The Parties do not intend to confer any benefit under this Purchase Agreement on any person or entity other than the named Parties hereto.

Section 5.11. Binding Effect. Except as otherwise expressly provided in this Purchase Agreement, the covenants, conditions and agreements contained in this Purchase Agreement shall bind and inure to the benefit of the Developer, the City, and their respective successors.

Section 5.12. Execution; Counterparts. Each person executing this Purchase Agreement in a representative capacity warrants and represents that he or she has authority to do so, and upon request by another Party, proof of such authority will be furnished to the requesting Party. This Purchase Agreement may be executed at different times and in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and the same instrument, binding on the Parties hereto, notwithstanding that both Parties may not have executed the same counterpart. In proving this Purchase Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement is sought.

Section 5.13. Specific Performance. In the event of a breach or default by the City under this Purchase Agreement, including, but not limited to, a breach resulting from a failure or refusal by the City to close on the transfer of the Property to the Developer, the Developer shall have the right to pursue specific performance or other equitable remedies, in addition to, and not in lieu of, any remedies at law.

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

CITY OF MOBERLY
(the “City”)

By: _____
Jerry Jeffrey, Mayor

ATTEST:

D.K. Galloway CMC/MRCC, City Clerk

ZACHARIAH RICHARDSON
(the “Developer”)

ATTEST:

Printed name: _____

ACKNOWLEDGEMENTS

STATE OF MISSOURI)
) SS.
COUNTY OF RANDOLPH)

On this ____ day of _____, 2019, before me appeared Jerry Jeffrey, to me personally known, who being by me duly sworn, did say that he is the Mayor of the CITY OF MOBERLY, a city of the third class and Missouri municipal corporation and that the seal affixed to the foregoing instrument is the official seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its City Council and said Mayor acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My commission expires:

STATE OF MISSOURI)
) SS.
COUNTY OF RANDOLPH)

On this ____ day of _____, 2019, before me appeared ZACHARIAH RICHARDSON, a natural person, to me personally known, who being by me duly sworn, did say

that he is the person that signed the foregoing instrument as the “Developer” said person acknowledged said instrument to be his free act and deed.

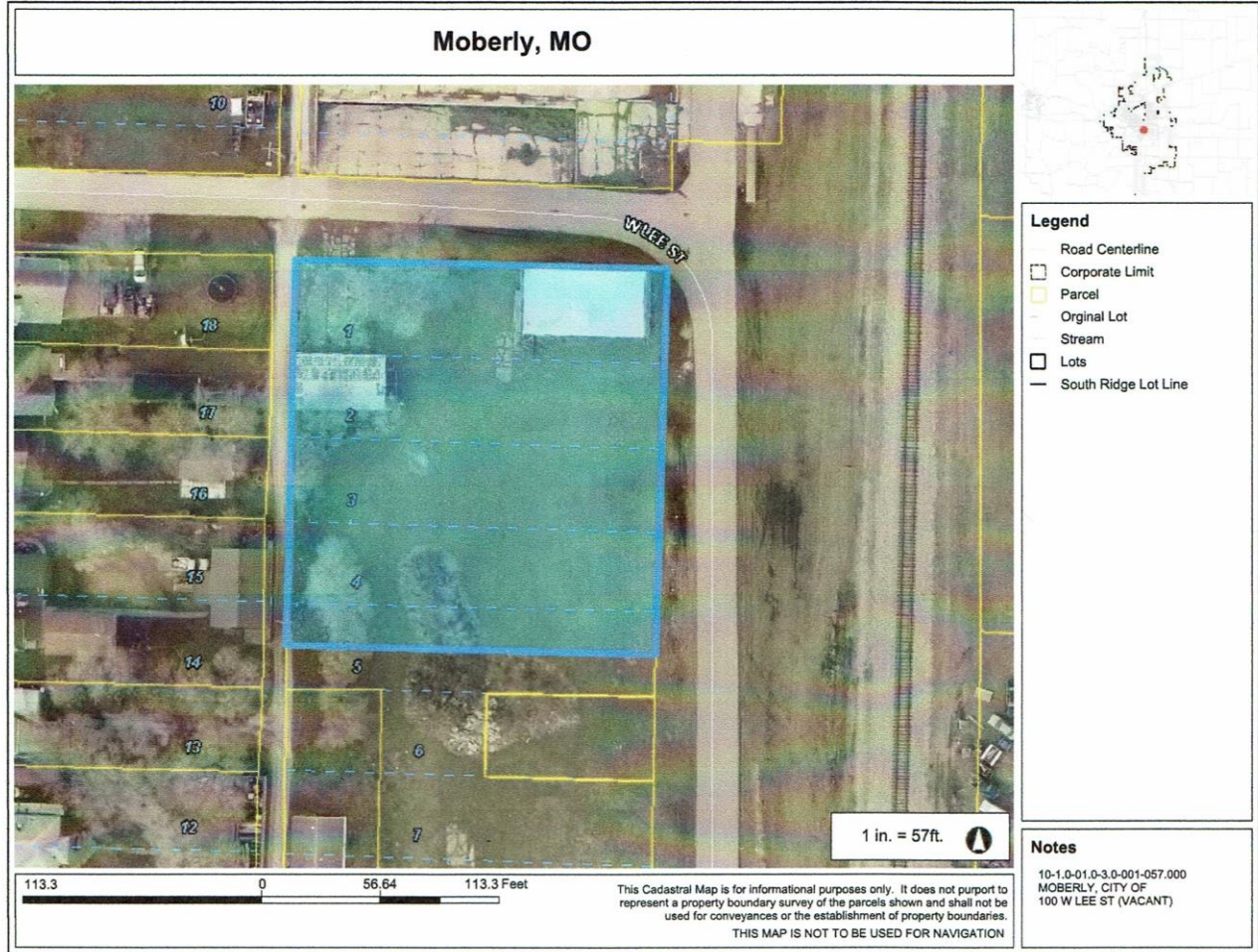
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My commission expires:

EXHIBIT A
THE PROPERTY – DEPICTION AND LEGAL DESCRIPTION

DEPICTION



LEGAL DESCRIPTION

All of Lots 1,2,3, 4 and the North Half of Lot 5, all in Block 22 of Hunt and Godfrey's Addition to Moberly, Randolph County, Missouri.

EXHIBIT B
FORM OF WARRANTY DEED

_____ [Space Above this Line for Recording Data] _____

Title of Document: Special Warranty Deed

Date of Document: _____, 2019

Grantor: The City of Moberly, Missouri

Grantor's Address: 101 West Reed Street
Moberly, Missouri 65270

Grantee: Zachariah Richardson

Grantee's Address: 1116 Bradford Circle
Moberly, Missouri 65270

Full Legal Description:

See Exhibit A, page 4 hereof.

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this “**Deed**”), is made and entered into as of _____, 2019, by and between THE CITY OF MOBERLY, MISSOURI, a city of the third class and Missouri municipal corporation having a principal address at 101 West Reed Street, Moberly, Missouri 65270 (“**Grantor**”) and ZACHARIAH RICHARDSON, a natural person having a principal residence at 1116 Bradford Circle, Moberly, Missouri 65270 (“**Grantee**”).

WITNESSETH, that said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, does hereby BARGAIN and SELL, CONVEY and CONFIRM to Grantee certain unimproved real property located in Randolph County, Missouri described in Exhibit A, attached to and incorporated by reference in this Deed, subject to all easements, encumbrances, conditions, covenants, and other matters of record (collectively, the “**Property**”).

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto said Grantee, and to Grantee's successors, heirs and assigns. Grantor, for itself and its successors and assigns, shall WARRANT AND DEFEND the title to the said Premises unto Grantee and Grantee’s successors, heirs and assigns against all persons lawfully claiming or to claim the same by, through or under Grantor, excepting, however, all claims, liens, and encumbrances of record and any rights of tenants in possession, and further subject to taxes for the calendar year 2019 and thereafter.

IN WITNESS WHEREOF, Grantor has set its hand and seal hereto as of the date first above written.

THE CITY OF MOBERLY, MISSOURI

By: _____
Jerry Jeffrey, Mayor

(SEAL)

ATTEST:

By: _____
D.K. Galloway CMC/MRCC, City Clerk

ACKNOWLEDGEMENTS

STATE OF MISSOURI)
) SS.
COUNTY OF RANDOLPH)

On this ____ day of _____, 2019, before me appeared Jerry Jeffrey, to me personally known, who being by me duly sworn, did say that he is the Mayor of the CITY OF MOBERLY, MISSOURI a city of the third class and Missouri municipal corporation and that the seal affixed to the foregoing instrument is the official seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its City Council and said Mayor acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My commission expires:

Exhibit A (to Warranty Deed)

THE PROPERTY – LEGAL DESCRIPTION

All of Lots 1,2,3, 4 and the North Half of Lot 5, all in Block 22 of Hunt and Godfrey's Addition to Moberly, Randolph County, Missouri

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Public Works
 Date: May 6, 2019

Agenda Item: An Ordinance Accepting The Bid And Approving The Award Of A Contract To JT Holman General Construction & Excavating, LLC For The Fisk Avenue RTP 2017-11 Project

Summary: McClure advertised for bids in the local newspaper, on Drexel and Tom contacted several contractors. The bid opening was held in the Moberly City Hall Council Chambers on April 5, 2019 at 10:00am with only one bid being received. Attached is the bid, bid open sheet and letter from McClure recommending accepting the bids from J.T. Holman Construction.

Recommended Action: Approve this ordinance

Fund Name: Transportation Trust/Fisk Ave

Account Number: 600.174.

Available Budget \$: \$222,000.00

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

BILL NO: _____

ORDINANCE NO: _____

AN ORDINANCE ACCEPTING THE BID AND APPROVING THE AWARD OF A CONTRACT TO JT HOLMAN GENERAL CONSTRUCTION & EXCAVATING, LLC FOR THE FISK AVENUE RTP 2017-11 PROJECT.

Whereas, the City of Moberly requested bids for their Fisk Avenue RTP 2017-11 Project on March 21, 2019 in the Moberly Monitor-Index; and

Whereas, bids were opened on April 5, 2019 with only one bid being received from JT Holman General Construction & Excavating, LLC (“Holman”) in the amount of \$190,017.34; and

Whereas, Holman has submitted all required federal certifications, their Bid Bond and Power of Attorney in order to proceed; and

Whereas, the bid by Holman is within the budget authorized for this project.

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

SECTION ONE: That the City of Moberly, Missouri hereby accepts the bid of JT Holman General Construction & Excavating, LLC of \$190,017.34.

SECTION TWO: That the City of Moberly, Missouri hereby approves the award of the contract for this project to Holman.

SECTION THREE: That the City Manager is hereby authorized to execute a contract with Holman for completion of the Fisk Avenue RTP 2017-11 Project.

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

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 6th day of May, 2019.

Presiding Officer at Meeting

ATTEST:

City Clerk

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Public Utilities
 Date: May 6, 2019

Agenda Item: A Resolution Recording The Destruction Of Certain Records.

Summary: The public utilities department has determined certain records no longer have administrative, legal, and historic value and these records are listed in the Missouri Records Manual and the minimum retention period for the records has been exceeded.

Recommended Action: Approve this resolution

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO: _____

RESOLUTION NO. _____

A RESOLUTION RECORDING THE DESTRUCTION OF CERTAIN RECORDS.

WHEREAS, it has been determined by the City Water Department that certain records no longer have administrative, legal, fiscal, research or historical value, and

WHEREAS, said records are listed in the Missouri Records Manual and the minimum retention period for the records has been exceeded, and

WHEREAS, to allow more space for operations, reduced storage costs, allow more for easier access to needed records and to provide a better environment for records which must be legally retained, or which have historic or research value for the public, the Council wishes to record the destruction of said records, and

WHEREAS, a copy of the proposed Resolution has been made available for public inspection prior to its consideration by the Council.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBERLY, MISSOURI AS FOLLOWS:

SECTION 1: The council hereby records the destruction and disposal of records specifically listed in Exhibits "A" Moberly Water Office, attached hereto and made part hereof as if fully set forth. The shredding of said records was conducted by Shred It, a contracted provider on behalf of the Water Office.

RESOLVED this _____ day of May, 2019, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

Exhibit A

Public Utilities Shredded Documents

City of Moberly, Missouri

(This form documents the destruction of public records in accordance with the State of Missouri Records Retention Schedule, as of March 27, 2019)

<u>Description</u>	<u>Date Range</u>	<u># of Boxes</u>
10% shut off listing	2012-2013	3
Cash Receipts	2011-2013	37
Credit Card Receipts	2010-2013	4
Sewer Bills	1993	2
Utility Billing Reads	2010-2011	13
Consumer Info Cards	1960-70's	2
Consumer Refunds	2006-2007	5
Consumer Deposits	1994-2010	10
End of Month Billing	2000-2006	15
Daily Reconciliation Reports	2010-2013	15
Ach Reports	2010-2011	2
Bad Checks	2004-2013	2
Adjustments	2010-2012	3



Lora Colley, Water Billing Supervisor



Date of destruction

City of Moberly City Council Agenda Summary

Agenda Number: _____
Department: Public Utilities
Date: May 6, 2019

Agenda Item: A Resolution Approving Participation In Ameren’s Business Demand Response Program And Authorizing The City Manager To Execute A Demand Response Order Form With Enel X.

Summary: AmerenMO has engaged the services of Enel X to manage a demand response program for electricity use reduction during periods of peak demand. Since the wastewater treatment facility has sufficient energy demand to participate in the program and also has generation facilities on-site to fully run the wastewater treatment facility, we qualify to participate. The requirements of the contract will require the plant, (upon notice from Ameren or Enel) to turn on the generator and drop of the electric grid during periods of anticipated high demand in the Ameren Electric system. The anticipated length of time per event is 1 – 3 hours, and it is anticipated that we will have to run for up to 3 times per year, based on the parameters set by Ameren. The City does have some cost to this, due to diesel use and staff time to be at the facility when the generator is running. The estimated cost for the City for 9 hours of run time is approximately \$2,000. The rebate being offered is \$12,500, giving the City a net return of \$10,000. The Enel X company will handle air permitting at no cost to the City. The program begins May 1, so time is essential in approving the participation in the program.

Recommended Action: Approve the Resolution

Fund Name: N/A

Account Number: EnterTextHere

Available Budget \$: EnterTextHere

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION APPROVING PARTICIPATION IN AMEREN’S BUSINESS DEMAND RESPONSE PROGRAM AND AUTHORIZING THE CITY MANAGER TO EXECUTE A DEMAND RESPONSE ORDER FORM WITH ENEL X.

WHEREAS, Ameren Missouri is offering incentive payments for contributing to a new program to maintain a reliable and cost-effective electric grid administered by a company named Enel X; and

WHEREAS, the city can earn incentive payments for reducing energy consumption temporarily when called upon by Enel X as part of their demand response program; and

WHEREAS, the Demand Response Order Form provided by Enel X for signature by the city provides that the city will receive seasonal capacity payments of \$25/kW Year multiplied by either (a) the city’s Accepted Capacity (500) if no events or Test Events have been initiated, or (b) the city’s Delivered Capacity following a Demand Response Event for energy use at the city’s waste water treatment plant.

THEREFORE, the Moberly, Missouri, City Council hereby approves participation in Ameren’s Business Demand Response Program and further authorizes the city manager to execute the Demand Response Order Form to obtain incentive payments for energy savings.

RESOLVED this 6th day of May, 2019, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

Demand Response Order Form

Provider:

Enel X North America, Inc.
 One Marina Park Drive, Suite 400
 Boston, MA 02210

Customer:

City of Moberly
 Mary West-Calcagno
 660-269-8705
 mwc@cityofmoberly.com
 101 West Reed Street
 Moberly, MO 65270

Order Form #: 00248460.0
Order Effective Date: 5/1/2019
Order Expiration Date: 12/31/2021

Name:
DR Payment Contact:

DR Payment Address:

This Order Form (this "Order Form"), made by and between the provider identified above ("Provider") and the customer identified above ("Customer"), is subject to and governed by Provider's: (i) applicable program rule attachment(s) attached hereto (each a "PRA") for the demand response solutions (the "Solutions"), and (ii) general terms and conditions available at <https://www.enelx.com/n-a/terms-and-conditions-1.2-order-form-US.pdf> ("Terms and Conditions"), which are hereby incorporated by reference. Provider and Customer are referred to herein collectively as the "Parties" and each individually as a "Party" to this Order Form.

Demand Response Program	Aggregate Anticipated Capacity (kW)	Capacity Payment Rate	Energy Payment Rate
Ameren MO Business Demand Response Program	500	\$25.00/kW Year	N/A

Demand Response Terms:

- 1. Term.** The term of this Order Form shall commence on the Order Effective Date and continue until the later of (i) the Order Expiration Date ("Initial Order Term") or (ii) the expiration of the last Program Period (as defined in the PRA) then in effect; provided that this Order Form shall automatically renew for successive terms equal in duration to the Initial Order Term (each a "Renewal Order Term" and collectively with the Initial Order Term, the "Order Term") unless either Party gives the other Party written notice of non-renewal at least one hundred and eighty (180) days' prior to the expiration of the Initial Order Term or any Renewal Order Term, as applicable; provided further that in all cases this Order Form shall terminate as of December 31, 2024.
- 2. Demand Response Solutions.** The Parties understand that the "Anticipated Capacity" value set forth on this Order Form is solely the Parties' best estimate of performance and does not necessarily represent the Customer's Accepted Capacity (as defined in the applicable PRA incorporated by reference).
- 3. Demand Response Payments.** Subject to this section of the Order Form, Provider shall pay Customer in accordance with the applicable PRA for any Customer site address(es) that are enrolled in a demand response program. Provider shall make any payment(s) to Customer via Automated Clearing House ("ACH"). Customer shall provide all necessary ACH banking information following Provider's request, and Customer will notify Provider promptly upon any change to the DR Payment Contact information identified above. Unless otherwise indicated on the applicable PRA, any reference to a payment "%" shall mean (i) the capacity payment rate identified on this Order Form as a percent of the price obtained by Provider for the applicable demand response program and/or product, and (ii) the energy payment rate identified on this Order Form as a percent of the energy payments available to Provider.

Provider

Signature: _____

Name: _____

Title: _____

Customer

Signature: _____

Name: _____

Title: _____

Site Address Attachment

The following reflects current estimates provided by Customer, which may change during the Order Term. Provider reserves the right to amend the Site Address Attachment by providing written notice to Customer and with no further act required by Provider or Customer.

Site Address	Demand Response Program	Anticipated Capacity (kW)
1429 County Rd 2350 Moberly, MO 65270	Ameren MO Business Demand Response Program	500

Program Rule Attachment

Ameren Missouri Business Demand Response Program

1. **Program Description.** The Ameren Missouri (“Ameren”) Business Demand Response Program (the “Program”) compensates Business Class customers for reducing electricity consumption during periods of high demand. The Program is designed to help maintain reliable and affordable electricity.
2. **Program Enrollment.** Customer has the ability and intent to respond to demand response events called by Provider (“Demand Response Events”) during the Program Period.
3. **Program Rules.** The terms herein reflect the Program terms and conditions, which may be amended from time to time by Ameren and Provider, the current terms are summarized in the table below. At Provider’s sole discretion, Provider may enroll Customer in a different Program that has substantially-similar program terms and conditions and the same payment rate for Customer.

<i>Program Period</i>	The Program is in effect from May 1st through September 30th in any given year of program enrollment. Customers may be enrolled in the Program on a weekly basis throughout the program period up until August 15 of any program year.
<i>Event Frequency & Duration</i>	Events will be limited to ten (10) dispatches during the program period with no more than one (1) event per day. Events will be limited to four (4) hours in duration.
<i>Advanced Notification</i>	Customer is expected to reduce demand by the start of a demand response event. Customer will receive at least a sixty (60) minute notice in advance of an event.
<i>Test Event</i>	Ameren may call two (2) test events between August 15 and September 30 in the circumstance that no prior demand response event has been called during the program period before August 15. The test events will be one (1) hour in duration and will take place on non-holiday weekdays as defined by the North American Electric Reliability Corporation holiday schedule.
<i>Event Trigger</i>	Provider will initiate demand response events based on the terms of the Program. Demand response events will be dispatched during the Program Period when the Ameren Missouri electric load forecast is at or near forecasted peak conditions; however, demand response events can be initiated at any time during the Program Period at the discretion of Ameren Missouri.

The foregoing reflects the current terms and conditions of the Program, which terms and conditions may be amended by Provider from time to time by providing email notice to Customer with no further act required by Provider to Customer.

4. **Customer Capacity.**
 - a. **Accepted Capacity.** For purposes of this agreement, “Accepted Capacity” shall represent the best estimate of Customer’s performance (in kW) based on analysis of consumption data and pre-enrollment testing. Customer agrees that the Accepted Capacity may be adjusted by Provider in the future to reflect actual performance, changes in facility operations, Program rules, regulations and/or other relevant information.
 - b. **Delivered Capacity.** For purposes of this agreement, “Delivered Capacity” for a particular enrollment period will be calculated as the average difference between the measured energy demand (in kW) and baseline energy usage over each hourly interval of each Demand Response Event in a program period up to 100% of Accepted Capacity.
5. **Payments.**
 - a. **Payments to Customer.**
 - i. **Capacity Payments.** Provider will pay Customer seasonal capacity payments (“Capacity Payments”) equal to Customer’s Capacity Payment Rate (as identified on the Order Form) multiplied by either (a) Customer’s Accepted Capacity if no events or Test Events have been initiated, or (b) Customer’s Delivered Capacity following a Demand Response Event if any Events or Test Events have been initiated.
 - ii. **Underperformance.** In no event shall Customer be penalized for underperformance or non-performance, other than to have future payments reduced to reflect actual performance as described in Section 4(b) above.
 - b. **Payment Timing.** Provider shall make all payments associated with Customer’s participation in the Program after the Program Period is over and the Delivered Capacity has been verified. All payments will be made within forty-five (45) days of Provider’s receipt of total payment from Ameren.

Customer shall be considered enrolled in the Program and eligible to earn demand response payments upon the later of (i) the next Enrollment Period following execution of the Master Agreement or Order Form, as applicable, by the Parties; or (ii) the date indicated in the Program enrollment notification email sent by Provider to Customer.

6. **Miscellaneous.**

- a. **Termination.** In the event that capacity is not available in the Program for a given Program Period, Provider may reduce Customer's Accepted Capacity to zero (0) and/or terminate this Program Rule Attachment.

Frequently Asked Questions:

Earn Payments for Reducing Energy Consumption Through Ameren Missouri's Demand Response Program

Ameren Missouri is offering commercial, institutional, and industrial organizations incentive payments for contributing to a new program to maintain a reliable and cost-effective electric grid. Beginning in May 2019, large energy consumers can earn payments for committing to reduce their energy consumption temporarily when called upon. Enel X, the world leader in demand response programs, connects large energy consumers to these payments and makes sure they are able to maximize their payments while keeping disruption within their facilities to a minimum. Here are answers to some frequently asked questions about demand response.

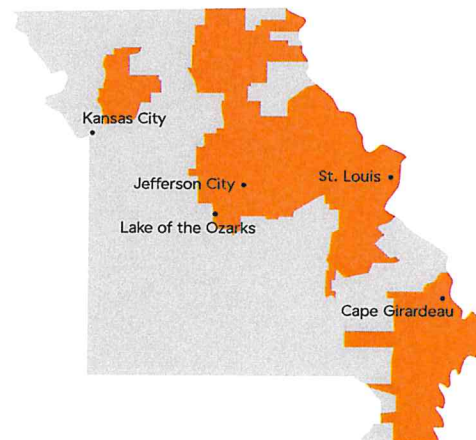
What is demand response?

Demand response programs provide an opportunity for commercial, institutional, and industrial organizations to earn money and drive energy savings while helping maintain reliable electricity throughout Ameren Missouri's service territory. When the demand for electricity approaches critical peak levels, Ameren Missouri dispatches Enel X's demand response network, which is made up of local organizations that have agreed to reduce energy usage during times of high demand. Program participants earn recurring capacity payments for agreeing to be on standby to curtail electricity consumption in response to abnormally high electricity demand. Enel X manages your participation from start to finish.

What are the benefits?

- > **Maximize payments to your bottom line:** Enel X manages your participation from start to finish, ensuring you earn the highest possible financial reward, even if there are no dispatches. Since 2003, our customers have earned more than \$1B in payments.
- > **Improve your facilities' resilience:** In addition to the payments, demand response participants also receive advanced notification of grid stability issues, enabling them to prepare proactively and protect their facilities from potential power outages.

Qualification Zone



Ameren Missouri Demand Response Program Details

Program Period May — September	Likely Program Hours 3 p.m. — 7 p.m.
Dispatch Notification At least one hour before any event	Dispatch Duration 1—4 hours per event

- > **Reduce energy costs:** Avoid costly peak demand spikes, track energy usage trends over time, and spot opportunities to better manage energy costs with our demand response application.
- > **Support your community:** Your participation helps maintain reliable electricity in your community and can help mitigate the impact of increasing market prices on your energy bill.

How do I participate?

Enel X makes participation easy. We take care of the complex details so you can stay focused on running your business.

1. Our expert team will work with you to identify your energy reduction potential and create a strategy that delivers maximum value with minimum impact on your operations. We outline these measures in a detailed Energy Reduction Plan.
2. In some cases, we install necessary metering devices at your facility to establish communication with our Network Operations Center (NOC), so we can monitor your energy consumption levels in real-time.
3. Your site is then enrolled and ready to respond if and when a dispatch begins. At any time during a dispatch, you can log into apps.enelx.com to view your performance in real-time.
4. Throughout the process, we fully manage enrollment, measurement, verification and payments on your behalf.

What can I expect during a dispatch?

- > **Notification:** When Ameren Missouri anticipates the need for support, it dispatches the Enel X network into action. Enel X will notify you via email, phone or SMS, depending on your preferences, informing you when the dispatch will begin.
- > **Response:** At the start of the dispatch, your facility will reduce its electricity usage according to your pre-determined Energy Reduction Plan—either manually, or automatically through the NOC.
- > **Support:** Before, during and after a dispatch, the NOC remains in communication with your facility. Our staff is available 24x7x365, supporting you to ensure that you achieve the highest possible levels of performance and payments.

What types of reductions can I make?

Enel X has extensive experience creating reduction strategies that work within the operational limitations of a wide variety of facilities, including cold storage, manufacturing, food processing, universities, malls, office buildings and more.

Common reduction examples include:

- > Reduce non-essential lighting
- > Modify manufacturing processes
- > Adjust HVAC equipment
- > Dial back pumps
- > Change settings in industrial freezers
- > Start up properly-permitted back-up generation

Our customers often facilitate dispatch participation by simply shifting many of their energy-intensive processes by a few hours. Ask us about our experience working with customers like you.

How do I sign up?

Our experts are standing by to speak with you about your organization's DR opportunity. Submit your information at www.enelx.com/northamerica and we'll get started.

City of Moberly City Council Agenda Summary

Agenda Number: _____

Department: Parks

Date: May 6, 2019

Agenda Item: A Resolution Authorizing The City Manager Of The City Of Moberly, Missouri To Purchase Real Property Located At 3418 Highway JJ, Moberly, Missouri.

Summary: The property in question is located at 3418 State Hwy JJ east of the Heritage Hills Golf Course clubhouse. The goal of the acquisition is to eliminate a deteriorated property near the clubhouse through demolition and control the appearance and use of the property near the clubhouse to prevent the property from continuing to be a detriment to the course appearance (and environmental impact). This is also some of the only remaining flat ground in the area which has future potential use. The contract with negotiated pricing is attached.

Recommended Action: Approve acquisition of the property.

Fund Name: Heritage Hills Golf Course – Land Acquisition Costs

Account Number: 114.000.5506

Available Budget \$: \$0

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION AUTHORIZING THE CITY MANAGER OF THE CITY OF MOBERLY, MISSOURI TO PURCHASE REAL PROPERTY LOCATED AT 3418 HIGHWAY JJ, MOBERLY, MISSOURI.

WHEREAS, real property located at 3418 Highway JJ, Moberly, Missouri and owned by Sunderland Rentals, LLC is for sale for the sum of \$55,000.00; and

WHEREAS, the city manager has received a title commitment showing that Sunderland Rentals, LLC owns title to the real estate in fee simple and the real property is more particularly described as follows:

Starting at a point on the Southerly right-of-way of U.S. Highway Route 24 where intersected it is by the line between the East and West halves of the Southwest Quarter of Section 33, Township 54 North, Range 14 West, thence South 75 degrees 30 minutes East along said southerly right-of-way line of U.S. Highway Route 24, 251.5 feet, thence South by West 208 feet, more or less, to a point that is South 215.5 feet and then South 75 degrees 30 minutes East 211 feet from said starting point, thence North 75 degrees 30 minutes West, 211 feet, thence North 215.5 feet to the place of beginning, said tract being situated in the Northeast Quarter of the Southwest Quarter of Section 33, Township 54 North, Range 14 West, in Randolph County, Missouri. Except that part conveyed in Quit Claim recorded December 31, 2009, in Book 728 at Page 468; and

WHEREAS, the city offered \$45,000.00 for the real property which amount was accepted by seller and represents the fair market value of the real property; and

WHEREAS, the acquisition of the real property is useful for the economic development of the city.

NOW, THEREFORE, the City Council hereby authorizes the city manager to purchase the above described property for the sum of \$45,000.00 and to accept a Warranty Deed in exchange and to take such other and further actions as may be necessary to complete the purchase.

RESOLVED this 6th day of May 2019, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

City of Moberly City Council Agenda Summary

Agenda Number: _____
Department: Public Utilities
Date: May 6, 2019

Agenda Item: A Resolution Authorizing And Accepting Change Order Number 2 To The Contract With Willis Brothers, Inc., For The Sparks Avenue Booster Pump Station.

Summary: The change order is the final change order to adjust the contract price. The pump station was ordered as complete and specified as not needing additional electrical wiring to connect all equipment. The unit was not shipped this way and Willis Brothers had to pay additional costs to their electrical subcontractor to wire all equipment within the station. The SCADA expense is an anticipated expense to connect the system to the City’s proprietary monitoring and control system. The heater was shipped to the site as a gas unit and should have been an electric heater. This cost was unanticipated. The station supplier and the manufacturer have agreed to pay \$3,608 of this cost, leaving a net cost to the City of \$1,699.50.

Recommended Action: Approve the Resolution

Fund Name: Capital Improvement Sales Tax

Account Number: 304.000.5502

Available Budget \$: \$451,955.48

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION AUTHORIZING AND ACCEPTING CHANGE ORDER NUMBER 2 TO THE CONTRACT WITH WILLIS BROTHERS, INC., FOR THE SPARKS AVENUE BOOSTER PUMP STATION.

WHEREAS, on October 1, 2018, this Council authorized a contract with Willis Brothers, Inc., to install a booster pump station on Sparks Avenue; and

WHEREAS, on February 19, 2019, this Council authorized Change Order Number 1 in the gross amount of \$12,260 to attach fire pipes and to retrofit a return circulation line; and

WHEREAS, additional labor and parts were required for a 3-phase electrical pump, Scada system and heater which costs \$5,307.50; and

WHEREAS, a Change Order has been submitted by the project engineer in the amount of \$5,307.50 to complete the work described herein.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts and approves the attached Change Order and authorizes the City Manager to execute the Change Order on behalf of the City

RESOLVED this 6th day of May, 2019, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

CHANGE ORDER

(Instructions on reverse side)

No. Two (2)

PROJECT: City of Moberly, Missouri – Booster Pump Station on Sparks Avenue

DATE OF ISSUANCE ... April 4, 2019...

EFFECTIVE DATE... April 4, 2019

OWNER ... City of Moberly, Missouri
OWNER's Contract No. PSBA Project No. MH-18-514
CONTRACTOR ... Willis Bros., Inc..... ENGINEER ... Poepping, Stone, Bach & Assoc, Inc.....

You are directed to make the following changes in the Contract documents.
Description: Additional cost for the 3-phase electrical work for the pump, SCADA system & heater.
Reason for Change Order: Additional cost for the 3-phase electrical work for the pump, SCADA system & heater
Attachments: (List documents supporting change) Quote from Willis Bros., Inc.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price
\$ 64,110.00

Original Contract Times
Substantial Completion: _____
Ready for final payment: _____
days or dates

Net changes from previous Change Orders
No. 1 to No. _____
\$ 12,260.00

Net change from Previous Change Orders
No. _____ to No. _____
_____ days

Contract Price prior to this Change Order
\$ 76,370.00

Contract Times prior to this Change Order
Substantial Completion: _____
Ready for final payment: _____
days or dates

Net Increase (decrease) of this Change Order
\$ 5,307.50

Net Increase (decrease) of this Change Order
_____ days

Contract Price with all approved Change Orders
\$ 81,677.50

Contract Times with all approved Change Orders
Substantial Completion: _____
Ready for final payment: _____
days or dates

RECOMMENDED:

APPROVED:

BY: *Charles A. Bach*
Poepping, Stone, Bach & Assoc., Inc.

By: _____
City of Moberly

Date: 4/4/2019

Date: _____

APPROVED

ACCEPTED:

By: _____
— IEPA (Authorized Signature)

By: _____
Willis Bros., Inc.

Date: _____

Date: _____

CHANGE ORDER

INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change directive must be incorporated into a subsequent Change Order if they affect Contract Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating change order items to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or contract Times, a Field Order may be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests form Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Contractor for approval. After approval by Contractor, all copies should be sent to Owner for approval. Engineer should make distribution of executed copies after approval by Owner.

If a change only applies to Contract Price or to Contract Times, cross out the part of the tabulation that does not.



WILLIS BROS., INC.
30285 KIMBALL PLACE
MACON, MISSOURI 63552
660-385-3327/FAX 660-385-7110

Quote

February 14, 2019

City of Moberly
Moberly Booster Station
Charles Bach
Poepping, Stone, Bach & Associates
Charlesbach@pbsa.com

Following is the additional cost for the 3-phase electrical work for the pump, Scada system and the heater.

Labor & Material.....\$ 5307.50

Labor to wire Pumps, motors and other devices not part of original bid \$ 3,608.00

Labor to wire Scada system not part of original bid \$ 616.00

Material for heater not part of original bid \$ 1083.50

Please let me know if you have any questions.

Sincerely,
Tom Willis
WBI

PCI SCOPE OF WORK EXHIBIT

PAVEMENT LEGEND

- HEAVY DUTY CONCRETE PAVEMENT TO BE REPAIRED
- HEAVY DUTY ASPHALT PAVEMENT TO BE REPAIRED
- STANDARD DUTY ASPHALT PAVEMENT TO BE REPAIRED
- LIMITS OF DISTURBANCE
- CONTRACTOR LAYDOWN AND STAGING AREA

BID LEGEND

- BASE BID
- ALTERNATE BID 2
- ALTERNATE BID 3

SCALE 1" = 100'

REVISIONS

NO.	DATE	DESCRIPTION

BFA
Engineering-Construction

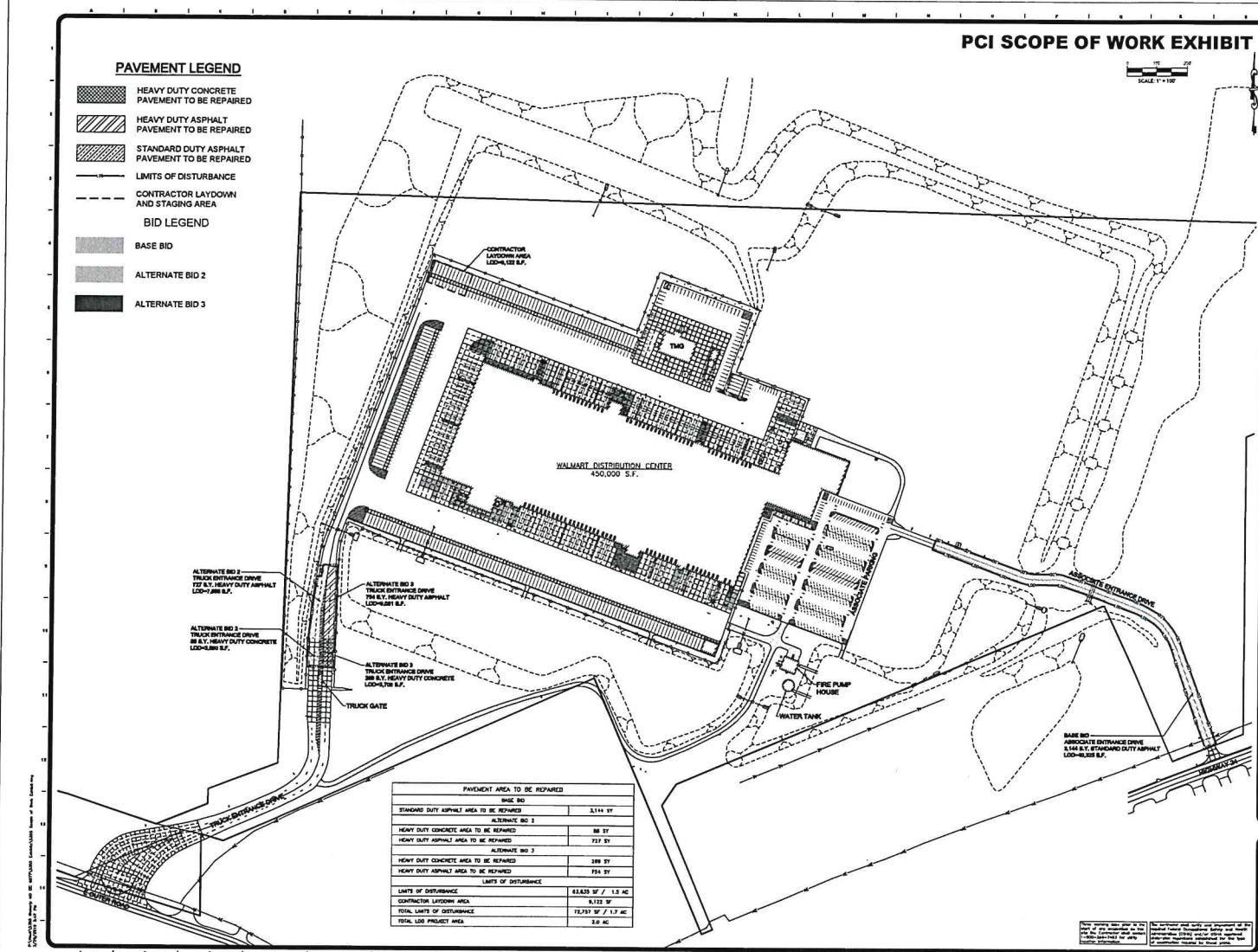
PRELIMINARY DRAWING
FOR REVIEW PURPOSES ONLY
NOT TO BE USED FOR CONSTRUCTION

Walmart
#DCC6077-504
Wal-Mart Stores, Inc., 2001 SE 10th Street
Bentonville, AR 72716

DATE
JULY 2, 2015
DESIGNED
J.S.
CHECKED
S.H.
SCALE
1" = 100'
JOB NO.
5703
SHEET NO.
SCOPE OF WORK EXHIBIT

PAVEMENT AREA TO BE REPAIRED

	BASE BID
STANDARD DUTY ASPHALT AREA TO BE REPAIRED	3,114 SF
HEAVY DUTY CONCRETE AREA TO BE REPAIRED	88 SF
HEAVY DUTY ASPHALT AREA TO BE REPAIRED	757 SF
HEAVY DUTY CONCRETE AREA TO BE REPAIRED	289 SF
HEAVY DUTY ASPHALT AREA TO BE REPAIRED	794 SF
LIMITS OF DISTURBANCE	63,625 SF / 1.3 AC
CONTRACTOR LAYDOWN AREA	8,132 SF
TOTAL LIMITS OF DISTURBANCE	72,757 SF / 1.7 AC
TOTAL JOB PROJECT AREA	3.2 AC



City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Public Works
 Date: May 6, 2019

Agenda Item: A Resolution Accepting Bids And Authorizing Contracting For The 2019 Street Improvement Project

Summary: We advertised for unit price bids for several different products for our upcoming street maintenance work and recommend accepting the following:

Milling – Recommend Capital for \$2.15 sq. yd.

While ES&S was slightly cheaper at \$1.95 sq.yd. to mill and retain millings, they were \$2.30 for the City to retain. Capital was at \$2.15 sq.yd either way. It will be easier coordination for them as they were low bid on asphalt, and we can use the millings for fill/base on City projects.

Overlay – Capital \$78.84/ton.

This was up a significant amount from last year (\$62.50), but well below the \$91/ton from ES&S.

MicroSurface – Missouri Petroleum \$3.27 sq.yd.

Seal Coat – Capital \$1.15 sq. yd.

Reclamite – Corrective Asphalt Materials \$0.87 sq. yd.

Restorative seal – Corrective Asphalt Materials \$1.25 sq. yd

Base rock – Capital \$95.50/ton

3” rock – Capital \$98/ton

Asphalt (parking lots) – Capital \$96/ton

Asphalt/concrete removal – Capital \$2.35 sq. ft

Recommended Action: Approve this resolution

Fund Name: Transportation Trust Fund

Account Number: 600.000.5502

Available Budget \$: \$800,000 budgeted (\$1M+ in fund balance)

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION ACCEPTING BIDS AND AUTHORIZING CONTRACTING FOR THE 2019 STREET IMPROVEMENT PROJECT.

WHEREAS, bids were requested by publication in the Moberly Monitor-Index for the 2019 Street Improvement Project; and

WHEREAS, bids were opened as advertised on April 11, 2019 and responses were received from six contractors; and

WHEREAS, city staff recommends accepting the following bids:

Milling	Capital Paving & Construction, LLC	\$2.15 sq. yd.
Overlay	Capital Paving & Construction LLC	\$78.84/ton
Microsurface	Missouri Petroleum Products Co.	\$3.27 sq. yd.
Seal Coat	Capital Paving & Construction, LLC	\$1.15 sq. yd.
Reclamite	Corrective Asphalt Materials	\$0.87 sq. yd.
Restorative Seal	Corrective Asphalt Materials	\$1.25 sq. yd.
Base Rock	Capital Paving & Construction, LLC	\$95.50/ton
3" Rock	Capital Paving & Construction, LLC	\$98.00/ton
Asphalt (parking lots)	Capital Paving & Construction, LLC	\$96.00/ton

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts the bids as recommended by city staff and authorizes the city manager to contract with the various vendors outlined above and take such other and further measures necessary to complete the 2019 Street Improvement Project.

RESOLVED this 6th day of May, 2019, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

2019 STREET IMPROVEMENT BID TAB

CONTRACTOR	MILLING	OVERLAY	MICRO SEAL	SEAL COAT	RECLAIMITE	RESTORATIVE	BASE ROCK COMPACTED	3" ROCK COMPACTED	ASPHALT BP2 PARKING LOTS	ASPHALT/CONCRETE REMOVAL
Corrective Asphalt Materials					\$87 sq. yd.	\$1.25 sq. yd.				
Microsurfacing Contractors LLC			\$3.32 sq. yd.							
Missouri Petroleum Products Co. LLC			\$3.27 sq. yd.							
Emery Sapp & Sons, Inc.	\$1.95 sq. yd. contractor retains milling \$2.30 sq. yd. City retains milling	\$91.00 ton		\$3.60 sq. yd.					\$110.00 ton	
Capital Paving & Construction, LLC	\$2.15 sq. yd. contractor or City retains milling	\$78.84 ton		\$1.15 sq. yd.			\$95.50 ton	\$98.00 ton	\$96.00 ton	\$2.35 sq. ft.
Capital Paving & Construction, LLC	F.O.B. Mix	Bit Base	BP-1							
	Rocky Fork	\$58.00 ton	\$59.00 ton							
	Mt. Airy	\$63.00	\$63.00							

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: City Manager
 Date: May 6, 2019

Agenda Item: A Resolution Authorizing The City Manager Of The City Of Moberly, Missouri To Execute A Engagement Letter With McMahon & Berger For Legal Counsel.

Summary: With the pending collective bargaining efforts winding down, staff is requesting an independent review of the city’s ordinances and negotiations to this point. McMahon and Berger is reputable law firm, and specializing in public sector collective bargaining. This agreement will allow city staff to utilize their services for reviewing our public sector collective bargaining efforts.

Recommended Action: Approve this resolution

Fund Name: N/A

Account Number: N/A

Available Budget \$: 0

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION AUTHORIZING THE CITY MANAGER OF THE CITY OF MOBERLY, MISSOURI TO EXECUTE A ENGAGEMENT LETTER WITH MCMAHON & BERGER FOR LEGAL COUNSEL.

WHEREAS, the City of Moberly, Missouri is desirous of obtaining a legal counsel with an expertise in labor negotiations; and

WHEREAS, Brian C. Hey of McMahon & Berger, is particularly suited to provide such expertise and has submitted an Engagement Letter which outlines the services he can provide and his firm's charges for such services, and

WHEREAS, it is in the best interests of the City of Moberly and it's residents to immediately secure the services outlined in the Engagement Letter and the charges outlined for said services are reasonable and customary.

NOW, THEREFORE, the City of Moberly agrees to the terms of the Engagement Letter with McMahon & Berger and hereby authorizes the City Manager to execute the Letter on behalf of the city and to take such other and further actions as may be necessary to complete the engagement.

RESOLVED this 6th day of May, 2019, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk



McMAHON•BERGER

THOMAS O. MCCARTHY
JAMES N. FOSTER, JR.
KEVIN J. LORENZ*
GEOFFREY M. GILBERT, JR.
MICHELLE M. CAIN*
STEPHEN B. MAULE
ROBERT D. YOUNGER
BRYAN D. LEMOINE*
JOSHUA E. RICHARDSON
DANIEL G. FRITZ
BRIAN C. HEY
BRIAN M. O'NEAL*
JOHN J. MARINO, JR.**
CHRISTINA S. CAPIZZI
REX P. FENNESSEY
DEAN KPERE-DAIBO
MICHAEL S. POWERS**
CHRISTINE S. COLEMAN***
ALLISON J. HARTNETT
TIMOTHY W. BUBENIK

ATTORNEYS AT LAW
A Professional Corporation

2730 NORTH BALLAS ROAD - SUITE 200
POST OFFICE BOX 31901
ST. LOUIS, MISSOURI 63131-3039

TELEPHONE: 314-567-7350
FACSIMILE: 314-567-5968
WWW.MCMAHONBERGER.COM

OFFICES:
ST. LOUIS, MO
COLLINSVILLE, IL
BY APPOINTMENT ONLY

V. LEE McMAHON
(1910-1996)
ALAN I. BERGER
(1933-1999)

OF COUNSEL:
THOMAS M. HANNA
RALPH E. KENNEDY
RICHARD R. ROSS
DAVID F. YATES*
THEODORE W. BROWNE, II
JOHN B. RENICK
PATRICIA M. MCFALL
GINA M. BREMEHR*

April 12, 2019

*ADMITTED IN ILLINOIS
**ADMITTED IN KANSAS
***ADMITTED IN NEW JERSEY

Mr. Brian Crane
City Manager
City of Moberly
101 West Reed St.
Moberly, MO 65270

Re: Engagement Letter
Our File No. MYB-001

Dear Mr. Crane:

I am writing to express my appreciation with the City of Moberly's decision to select me and this law firm to advise the City with respect to current labor negotiations with the International Association of Fire Fighters Local 2671. Further, for future matters, keep in mind McMahon Berger represents exclusively the interests of employers in practically all facets of labor and employment matters. More information about our firm practice is also available from our web page at www.mcmahonberger.com. I have also enclosed a copy of our Firm brochure and my biography for your review.

Legal fees arising out of my representation will be incurred in accordance with the hourly billing rates hereinafter set forth. I will be the primary attorney responsible for your labor and employment matters. My current billing rate is \$285.00 per hour. In the future, other attorneys may be asked to render assistance with respect to this or other representations. Their individual rates will vary depending upon their experience level. The hourly billing rates may be reviewed and revised in the future by the Firm and may be increased as the result of such review.

It is practice of this law firm to send bills on a monthly basis. These monthly billing statements will contain a brief narrative which will identify the attorney providing legal services, his/her applicable billing rate, the date(s) that services were provided and a general itemization of the services provided. Payment is expected on a current thirty (30) day basis.

Mr. Brian Crane
April 12, 2019
Page 2

The monthly billing statements will also include costs and expenses incurred by the Firm in rendering legal services. These costs and expenses are the sole obligation of the client, and are of two (2) types: (1) monthly billing statements will itemize certain client advances by the law firm such as outside photocopying, travel, courier services, court costs, etc; and (2) generally a three percent (3%) surcharge computed on the monthly bill for legal services will be added in lieu of certain other costs incurred such as internal photocopying, regular postage, long distance telephone and facsimile transmission charges. Unless instructed otherwise, I will consider this law firm as having been authorized to incur these costs or expenses without any further authorization. While these expenses will be posted in a sum total, you may, upon request, receive a complete itemization of the type (1) expenses.

From time to time in the future, this law firm may request that you pay certain costs and expenses directly to a provider. Certain client charges of particular magnitude such as, but not limited to, arbitrator/mediator and related fees, fees of local counsel, where required, court reporter fees, expert witness fees, major travel expenses and investigators necessitate direct payment by the client. In these instances you will be billed directly on our instructions to the provider (or we will forward the invoices to you for payment).

I very much look forward to working with you in the representation of the City of Moberly. If at any time you have a question regarding any aspect of matters which we are handling or about billing, please contact us.

Very truly yours,



Brian C. Hey

AGREED TO AND ACCEPTED:

By: _____
City of Moberly

Date: _____

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: City Clerk
 Date: May 6, 2019

Agenda Item: A Resolution appropriating money out of the City of Moberly, Missouri.

Summary: Appropriation Resolution.

Recommended Action: Please approve this Resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$564,149.89.

WHEREAS, the funds are to be disbursed as follows;

SECTION 1: There is hereby appropriated out of the **General Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 6, 2019 in the amount of \$77,510.28.

SECTION 2: There is hereby appropriated out of the **Non-Resident Lodging Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 6, 2019 in the amount of \$7,885.00.

SECTION 3: There is hereby appropriated out of the **Payroll Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 6, 2019 in the amount of \$2,802.68.

SECTION 4: There is hereby appropriated out of the **Solid Waste Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 6, 2019 in the amount of \$503.30.

SECTION 5: There is hereby appropriated out of the **Heritage Hills Golf Course Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 6, 2019 in the amount of \$1,172.24.

SECTION 6: There is hereby appropriated out of the **Parks and Recreation Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 6, 2019 in the amount of \$29,960.77.

SECTION 7: There is hereby appropriated out of the **Park Sales Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 6, 2019 in the amount of \$3,208.10.

SECTION 8: There is hereby appropriated out of the **Airport Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 6, 2019 in the amount of \$1,703.84.

SECTION 9: There is hereby appropriated out of the **Utilities Collection Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 6, 2019 in the amount of \$6,339.60.

SECTION 10: There is hereby appropriated out of the **Utilities OP & Maintenance Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 6, 2019 in the amount of \$189,125.90.

SECTION 11: There is hereby appropriated out of the **2004B SRF Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 6, 2019 in the amount of \$37,772.93.

SECTION 12: There is hereby appropriated out of the **2006A SRF Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 6, 2019 in the amount of \$27,059.52.

SECTION 13: There is hereby appropriated out of the **2004C Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 6, 2019 in the amount of \$25,674.88.

SECTION 14: There is hereby appropriated out of the **Emergency Telephone Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 6, 2019 in the amount of \$15,716.90.

SECTION 15: There is hereby appropriated out of the **Transportation Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 6, 2019 in the amount of \$46,687.34.

SECTION 16: There is hereby appropriated out of the **Street Improvement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 6, 2019 in the amount of \$77,877.15.

SECTION 17: There is hereby appropriated out of the **Downtown CID Sales Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 6, 2019 in the amount of \$11,870.00.

SECTION 18: There is hereby appropriated out of the **Downtown CID Prop. Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 6, 2019 in the amount of \$1,279.46.

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

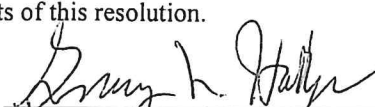
RESOLVED this 6th day of May 2019 by the Council of the City of Moberly, Missouri.

ATTEST:

Presiding Officer

City Clerk

I hereby certify that there is sufficient money standing to the credit of the City of Moberly, Missouri, unappropriated in the several funds covered by this resolution to meet the requirements of this resolution.




City Treasurer, City of Moberly, Missouri

**EXPENSES PAID APRIL 12, 2019 - MAY 2, 2019 FOR THE
FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE
MAY 6, 2019 APPROPRIATION RESOLUTION TOTAL.**

General Fund	\$	77,510.28
Non-Resident Lodging Tax	\$	7,885.00
Payroll Fund	\$	2,802.68
Solid Waste Fund	\$	503.30
Heritage Hills Golf Course Fund	\$	1,172.24
Parks and Recreation Fund	\$	29,960.77
Park Sales Tax Fund	\$	3,208.10
Airport Fund	\$	1,703.84
Utilities Collection Fund	\$	6,339.60
Utilities OP & Maintenance Fund	\$	189,125.90
2004B SRF Bonds Debt Service Fund	\$	37,772.93
2006A SRF Bonds Bonds Debt Service Fund	\$	27,059.52
2004C SRF Bonds Debt Service Fund	\$	25,674.88
Emergency Telephone Fund	\$	15,716.90
Transportation Trust Fund	\$	46,687.34
Street Improvement Fund	\$	77,877.15
Downtown CID Sales Tax Fund	\$	11,870.00
Downtown CID Prop. Tax Fund	\$	1,279.46
Total	\$	564,149.89

I hereby certify that there is sufficient money standing to the credit of the City of Moberly, Missouri, unappropriated to cover the above funds.



 City Treasurer, City of Moberly, Missouri

5/2/2019

 Date

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: City Manager
 Date: May 6, 2019

Agenda Item: Appointment to the Historic Preservation Commission

Summary: In February 2019 the term of Steve Nuhn has expired on the Historic Preservation Commission board as our licensed architect/historian per the CLG guidelines. Steve Nuhn has submitted an application stating he would be willing be reappointed to the board. Advertisement was done, and one application was received from Adam Flock. Adam as the experience as an architect/historian per his resume however is not licensed. Also, with Austin Kyser being elected as a Councilmember we have another position open. Herb Lawrence as submitted his application to fill that position if Council so desires.

Recommended Action: Appoint two individuals to this board.

Fund Name: N/a

Account Number: N/A

Available Budget \$: \$0

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



Board/Commission Application Form

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

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

Name of Board or Commission: Historic Preservation Commission Date: 2.20.2019
Your Name: Steve Nuhn Street Address: 735 Farror St.
Phone number(s): (evening) (573) 356-8454 (day) (573) 356-8454
Email: steve@slnarchitect.com

Do you live within the corporate limits of City of Moberly? Yes (No)
How long have you been a resident of City of Moberly? I lived in Moberly from 2000 to 2018
Occupation: Architect Employer: Self-employed

Optional Questions (use back of application if necessary)

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

I have practiced architecture for nearly twenty years with ten of those years in Moberly. I understand and appreciate the need for historic preservations in a community to maintain standards for growth and development.

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

I would serve the board with a broad understanding of the built environment.

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

- 1. Troy Bock Phone: (660) 998-0139
2. Rachael Grimes Phone: (660) 998-3896
3. Jeff Lawrence Phone: (660) 269-8008

Signature of Applicant

*Additional Information may be attached to this form.

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

City of



Board/Commission Application Form

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Name of Board or Commission: Historic Preservation Commission Date: 03/25/19
Your Name: Adam Flock Street Address: 505 Fay Street, #101, Columbia, MO 65201
Phone number(s): (evening) 573-673-8522 (day)
Email: aflock07@gmail.com

Do you live within the corporate limits of City of Moberly? Yes / No x
How long have you been a resident of City of Moberly?
Occupation: Designer, Historic Preservationist, Developer Employer: Self Employed

Optional Questions (use back of application if necessary)
What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

I will be able to effectively contribute to application decisions for new design, construction, and historic rehabilitation proposals. multiple historic tax credit applications and completed multiple surveys of historic buildings for buildings in Missouri, other parts of the country, and internationally. I also lead the completion of the Historic Downtown Moberly Design Guidelines in 2018.

What particular contributions do you feel you can make to this board or commission?
I will be able to effectively contribute to application decisions for new design, construction, and historic rehabilitation proposals.

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

- 1. John Carino, Professional Architect Phone: 786-218-2188
2. Andrew Sharp, Logboat Brewing Company Phone: 816-835-2571
3. Gardell Powell, Veterans United Phone: 573-808-0061

Signature of Applicant

*Additional Information may be attached to this form.
Return to: City of Moberly, 101 West Reed Street, Moberly, MO 65270

ADAM FLOCK

505 Fay Street, #101, Columbia, MO 65201 / C: 573-673-8522 / E: info@flockspace.co



SUMMARY

Passionate architectural designer, historic preservationist, and real estate developer designing a more beautiful, efficient, and sustainable built environment. Implementing adaptive reuse conservation solutions for America's historic building assets as a means of economic revitalization in underserved communities. Deadline driven individual who maximizes the quality of final products within a given timeframe. Possesses strong computer skills, effective leadership and communication abilities, a strong passion for conservation and the environment, and an entrepreneurial spirit.

EDUCATION

- Bachelor of Architecture, University of Miami School of Architecture, 2002 – 2007
- UM SOA Rome Honors Program SPRING 2006

SKILLS

- The "Eye of the Architect" - a visionary imagination focusing on geometric hybridization with an intense attention to detail
- Comfortable in a fast paced work environment and thrives under pressure
- Imagines and executes high quality, problem-solving, design solutions while maintaining a positive outlook
- Possesses vast architectural knowledge in the subjects of theoretical discourse, contemporary architecture, urban design, building technology, and historic preservation
- Advanced computer skills in AUTOCAD 2018, PHOTOSHOP, ILLUSTRATOR, INDESIGN, SKETCHUP PRO, and MICROSOFT OFFICE SUITE

EXPERIENCE

Flockspace, Principal, Columbia, MO. 2018-present.

- o The Depot District, Moberly, MO. Architectural design, urban design, adaptive reuse strategies, and branding for the historic downtown commercial district. In collaboration with Steve Powell of Destination Services and Randal Weidenaar of Notionfront Marketing.
- o Kiwanis Park, Moberly, MO. Schematic architectural and landscape design for a new community park.
- o Single Family 4-Bedroom House, Moberly, MO. Full architectural and construction document drawing sets for a completed 4 bedroom, 3.5 bath house in the neighborhood of Rail West.
- o Architectural Survey of Lawrence, KS. Working with Ruth Keenoy and Terri Foley, an intensive level survey of the Barker Neighborhood including compiling historic resources inventory and survey forms. Leading two public meetings introducing the community to the project and to report project findings.
- o 315 West Reed Street, Moberly, MO. Real estate development, façade modification, architectural design, historic rehabilitation, interior design, and construction oversight of a 13,000 square foot historic property located in historic downtown Moberly.
- o 220 North Clark Street, Moberly, MO. Real estate development, façade modification, architectural design, interior design, and construction oversight for a historic property located in historic downtown Moberly.
- o 323 West Reed, Moberly, MO: Architectural drawing set and historic rehabilitation
- o 303 West Reed, Moberly, MO: Architectural drawing set and historic rehabilitation

- Historic Randolph County Courthouse, Huntsville, MO: Adaptive reuse design creating an outdoor park and amphitheater from the existing historic brick and limestone structure. Public presentations were given allowing for community questions and feedback.

Oddhouse, Director of Research and Development, Miami, FL. 2014 – 2018. All projects in collaboration with Abraham Aluicio.

- Historic Downtown Design Guidelines – City of Moberly, MO. A comprehensive guide book that outlines best historic rehabilitation and architectural design practices for over 200 properties in the locally designated historic downtown district.
 - <http://www.cityofmoberly.com/484/Historic-Downtown-Design-Guidelines>
- 503 West Reed, Moberly, MO: Architectural drawing set, historic tax credits awarded, interior design, and on-site construction administration of a 2nd floor apartment located in historic downtown Moberly.
- 320 West Coates, Moberly, MO: Architectural drawing set, historic tax credit application, interior design, and on-site construction administration of a new restaurant in a historic property located in historic downtown Moberly
- 3276 NW 95th Street, Miami, FL: Full architectural drawing set of two single family houses.
- Logboat Brewing Company, Columbia, MO.
 - Schematic design drawings for a variety of building expansion concepts for various properties surrounding the current brewing facility
 - Schematic design for a separate new brewing facility and event center located adjacent to current facility
 - Schematic design for a new mixed use retail, residential, and brewing facility located adjacent to current facility
 - Master planning of the Brown Shoe District, including form-based land use, public spaces, and landscaping
- Leah Arts Village, Hialeah, FL: As built drawings, concept design package, and budgeting of existing warehouse structure in old manufacturing district of Hialeah
- Furniture design – Work desk concept designs for co-working space workstations.

Allan Grant Architect, Chicago, IL: Designer 2009-2010

- Evanston House Addition: Schematic design drawings, Interior design drawings including, plans, sections, elevations, details, custom cabinets, shop drawings, and coordination with construction team
- Residential Interiors, Chicago, IL: Design development and construction documents for various interior spaces including custom millwork, kitchens, bathrooms, and bedrooms.

OBM International, Coral Gables, FL: Junior Architect 2007 – 2009

- Westin Roco Ki Golf Resort, Punta Cana, Dominican Republic: Construction administration including answering RFIs, on-site changes to construction documents, and coordination with consultants and engineers
- OBM Miami Office, Coral Gables, FL: Interior design schematic drawings for new office space located at 806 Douglas Rd, #400, Coral Gables, FL
- The Colony at Half Moon, Montego Bay, Jamaica: Construction documents, RFI submittals, and modifications to 3, 4, and 5 bedroom vacation villas

Shulman + Associates, Miami, FL: Intern Architect 2005-2006

- Savoy-Arlington Hotel, Miami Beach, FL: Concept and schematic design drawings and renderings
- D'Agostino House, Star Island, Miami, FL: Concept and schematic architectural design drawings
- Angler's Boutique Hotel – Schematic architectural drawings

PROFESSIONAL REFERENCES

Allan Shulman, Principal, Shulman + Associates, Miami, FL. Professor, Univ. of Miami, Sch. of Architecture.

- o P. (305) 438-0609
- o E. allan@shulman-design.com

Roberto Behar, Co-Founder, R&R Studios, Miami, FL. Professor, University of Miami, School of Architecture.

- o P. (305) 573-0523
- o E. roberto@rr-studios.com

John K Carino, Architect, MB Development, Miami, FL.

- o P. (786) 218-2188
- o E. john@carinoandcompany.com

Gardell Powell, Chief Client Officer, Veterans United Home Loans, Columbia, MO.

- o P. (800) 814-1103 ext. 3289.
- o E. gardell@veteransunited.com

Andrew Sharp, Founder/Operator, Logboat Brewing Company, Columbia, MO

- o P. (816) 835-2571
- o E. andrew@logboatbrewing.com

Brian Crane, City Manager, City of Moberly, MO.

- o P. (660) 269-8705 ext. 2062
- o E. bcrane@cityofmoberly.com

Tom Sanders, Director of Public Works, City of Moberly, MO

Stephen Powell, Owner, Destination Services Consulting. Owner, Boone's Lick Trail Inn, St. Charles, MO.

- o P. (314) 575-8416
- o E. stephenpowell@sbcglobal.net

City of



Board/Commission Application Form

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

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

Name of Board or Commission: Historical Preservation Com Date: 4/16/19

Your Name: Herb Lawrence Street Address: 1126 Fisk Ave

Phone number(s): (evening) 660-263-5833 (day) 660-651-6047 (cell)

Email: Herb.law444@gmail.com

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

How long have you been a resident of City of Moberly? _____

Occupation: retired Employer: NA

Optional Questions (use back of application if necessary)

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

Owned and ran a business in Moberly for over 50 years.
Represented the City Council on the Commission 2 terms.
Am active in Commission & City activities.

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

Have lived here most of my life, raised my family here,
& know a lot about the history of Moberly & its economy & ^{would like} _{to have} ^{input}
how to facilitate future endeavors.

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

1. J.W Balingier Phone: 660-263-7139/651-2461(cell)
2. Carolee Hazlet Phone: 660-263-3345
3. Sara Fleming Phone: 263-8239-1/cell-651-2379

Herb Lawrence
Signature of Applicant

*Additional Information may be attached to this form.

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: City Manager
 Date: May 6, 2019

Agenda Item: Appointment to the Tourism Advisory Commission

Summary: Regina Cross term has expired on the Tourism Advisory Commission board. Contact has been made with Regina- a representative of the local general business interest and she has indicated that she does not want to re-appointed to the board. Advertisement has been made and two applications have been received; Howard Miedler and Julie Sharp

Recommended Action: Appoint one individual to this board

Fund Name: N/A

Account Number: N/A

Available Budget \$: \$0

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

Shirley Olney

From: Regina Cross <rcross126@gmail.com>
Sent: Wednesday, February 13, 2019 10:22 AM
To: Shirley Olney
Subject: Re: Tourism board
Attachments: image001.gif

Hi Shirley, I forgot that my term was up so soon! Because of some family changes since I was appointed, I've decided not to reapply.

Thanks
Regina

On Wed, Feb 13, 2019 at 9:49 AM Shirley Olney <shirleyo@cityofmoberly.com> wrote:

Regina and Stacie

Your terms on the Tourism Advisory board will expire at the end of March. We will need to take this to the March 4th work session for final approval at the March 18th Council meeting. Can you both please fill out the attached application and return back to me.

Thanks

Shirley Olney

Executive Assistant/Deputy City Clerk/GIS Coordinator

City of Moberly

101 West Reed Street

Moberly MO 65270

(660) 269-8705 x2062

(660) 269-7662 direct line

(6 91)-8171 fax

City of

Moberly!

Board/Commission Application Form

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

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

Name of Board or Commission: Tourism Commission Date: 4/16/18
Your Name: Howard Miedler Street Address: 913 Timberline Rd
Phone number(s): (evening) 263-0908 (day) 263-0908
Email: howardmiedler@sbcglobal.net

Do you live within the corporate limits of City of Moberly? Yes / No
How long have you been a resident of City of Moberly? 44 years
Occupation: Retired Employer: _____

Optional Questions (use back of application if necessary)

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

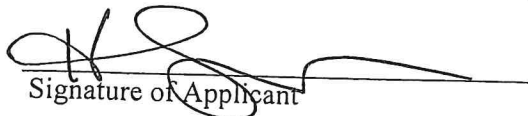
44 years advertising/marketing, a strong desire to give back to the city. I'm an idea person and on the 4th Street Board. We're working on using the theatre for business meetings, etc --- bringing people to town,

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

My 18 years on the Moberly Park Board, 10 years on P+Z, a 1 term on the Mo. State Parks Board, plus over 20 years as Regional Sales Mgr KWIX KPES

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

- John Davis Phone: 263-5630
- Bob Riley Phone: 263-3367
- Carolee Hezlet Phone: 263-3345


Signature of Applicant

City of



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Name of Board or Commission: Tourism Advisory Date: 4/30/19
Your Name: Julie Sharp Street Address: 1 Fair Oaks
Phone number(s): (evening) 660-833-5402 (day) 660-263-2322
Email: juliesharp322@hotmail.com

Do you live within the corporate limits of City of Moberly? Yes / No
How long have you been a resident of City of Moberly? 20+
Occupation: Encore Moberly Employer: self

Optional Questions (use back of application if necessary)

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

My business brings in a lot of out of town visitors, & our events are well supported as well.

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

Being honest, unbiased, Also doing things in the best interest of this community

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

1. Joni Ashworth Phone: ~~417~~-573-268-2734
2. Megan Schmidt Phone: 263-6070
3. Michelle Greenwell Phone: 263-6070

Julie Sharp
Signature of Applicant

*Additional Information may be attached to this form.
Return to: City of Moberly, 101 West Reed Street, Moberly, MO 65270

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: City Clerk
 Date: May 6, 2019

Agenda Item: Consideration for approval of Renewal Liquor Applications.

Summary: Break Time #307100, 1210 Highway 24 East, Moberly, Missouri, submitted by Amanda Goon.
 Break Time #316300, 1751 Urbandale Drive East, Moberly, Missouri, submitted by Amanda Goon.
 Coates Street Corner Grill, LLC, 320 W. Coates Street, Moberly, Missouri, submitted by Brande M. Blackwell.
 Dollar General #1230, 643 N. Morley Street, Moberly, Missouri, submitted by Robbin Griffith.
 Dollar General #1811, 2200 E. Outer Road, Suite A, Moberly, Missouri, submitted by Robbin Griffith.
 Fiesta Bar & Grill, 104 W. Wightman Street, Moberly, Missouri, submitted by Victoria Lopez.
 Ishu, Inc., 300 W. Rollins Street, Moberly, Missouri, submitted by William H. Phelps.
 Lucky's Last Resort, 1401 S. Morley Street, Moberly, Missouri, submitted by Richard Stuck.
 Walgreen #10377, 1711 N. Morley Street, Moberly, Missouri, submitted by Robbin Griffith.

Others may be added to the list prior to the Council Meeting, if the completed application is returned with the necessary signatures.

Recommended Action: Please approve these applications.

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

Additional Liquor Applications (complete with necessary signatures) that were not on the Original May 6, 2019 City Council Agenda Summary:

Bean of Moberly, LLC (Bean Cafe 118), 118 W. Reed Street, Moberly, Missouri, submitted by Renee Swartz.

Get It-N-Go Express South, 1730 S. Morley Street, Moberly, Missouri, submitted by Jessica Wansley.