

A G E N D A
WORK SESSION
City of Moberly
May 16, 2022
6:00 PM

Requests, Ordinances, and Miscellaneous

- [1.](#) Application For The Board Of Adjustment.
- [2.](#) A Request To Update The Permit Fees Associated With Building And Development In Moberly, MO.
- [3.](#) A Request To Update The International Building Code Series Adopted By Ordinance.
- [4.](#) Review Of A Cap Agreement Amendment – Conservation.
- [5.](#) Appointment To The Housing Authority Board.

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #1.

Department: Comm. Dev.

Date: May 16, 2022

Agenda Item: Application for Board of Adjustment.

Summary: One (1) term for the Board of Adjustment expired in December. We advertised for applicants and one application was received from Craig Samp.

Recommended

Action: Appoint one person to the Board of Adjustment.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey**

Council Member

M___ S___ **Brubaker**

M___ S___ **Kimmons**

M___ S___ **Kyser**

M___ S___ **Lucas**

Passed Failed

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: Board of Adjustments Date: 5-9-22

Your Name: CRAIG SAMP Street Address: 622 GARFIELD

Phone number(s): (evening) SAME (day) 660-346-7531

Email: SAMP@CRAIGRYAN.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: General Contractor Employer: ME

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?


Been on the board FOR 30 years
JAN 1992

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

TO TURN BETTER PLACE TO LIVE

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. NONE Phone: _____
2. NONE Phone: _____
3. NONE Phone: _____


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: _____

WS #2.

Department: Comm. Dev.

Date: May 16, 2022

Agenda Item: A request to update the permit fees associated with building and development in Moberly, MO.

Summary: The City of Moberly is requesting to update the fee schedule with an increase in building and development fees. The current rates are antiquated and are the lowest ranked of nearly all surrounding and similar sized communities. Comparisons are found in Community Development's monthly report and in the tables provided. The City of Moberly is also proposing a new structure for New Residential Construction fees to be more all-inclusive for builders and developers. These changes will provide a more up to date fee schedule as compared to similar communities and the recommended increases will not present a drastic cost change compared to other communities of similar size and location.

Recommended Action: Direct staff to bring forward to the June 6, 2022 regular City Council meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ Jeffrey

Council Member

M___ S___ Brubaker

M___ S___ Kimmons

M___ S___ Davis

M___ S___ Kyser

Passed

Failed

National Electric Code 2020 (NFPA 70)

- Make amendments to the code in the following manner:
- **Section 210.8 Arc Fault Protection (A) (2)** Insert : Exemption for dedicated circuits for refrigerator or freezer circuits with only one receptacle outlet for that appliance.
Rationale: This exemption will protect a homeowner from having the chance of their refrigerator or freezer being turned off from a nuisance trip by an arc fault device while on vacation and losing all the food stored inside of them. Also restricting it to a single dedicated circuit and one receptacle will prevent the chance of plugging alternative devices into that same circuit that could lead to a fire due to Arc'ing on the circuit or in the appliance.
- **Section 210.12 (A) Dwelling units.** Strikeout the following : "kitchens" "closets" "hallways" "laundry areas".
Rationale: This strikeout of the above areas, will take the code practice associated with Arc Faults back to the current status of practice and installation requirement that we are currently under in the 2011 NEC Codes. Maintains existing without complete removal or reverting to nothing.
- **Section 230.85 Emergency Disconnects** Insert : (4) Exemption for replacement on existing homes where the disconnecting means is immediately (within 5') on the opposite side of the mounting location and not being replaced.
Rationale: This aligns the NEC requirement for Exterior emergency disconnects with the recommended exemption presented for the IRC Codes.

7

Current Structure/Format of Permits

- Currently the City of Moberly requires the purchase of a building permit for any new construction or significant remodel. In addition to that permit, it is required that any work completed within the specific trades (electrical, HVAC, and plumbing) are permitted as well separately.
- We also issue permits for excavation related work in the Right of Way, Signage, and Fencing.
- The following is a comparison of building permit fees and trades fees with other communities

8

Residential New Construction Building Permit Comparison Table

* Comparison with surrounding counties, cities, and municipalities

* posted calculations on websites as of 1/7/2020, this does not reflect any changes that may not be adjusted yet.

Jurisdiction	Based on ICC Formula (Y/N)	Is this all-inclusive of inside of building	Cost per sq ft (calculated for a 1600 sq ft dwelling)	Cost per \$1,000 of Value	Total Cost	Current Additional Permits based on projects
Maryville	NO	NO	\$0.05	\$0.41	\$80.00	Electrical, Plumbing, Mechanical, Driveway, Sidewalk, Land Disturbance, Water/Sewer, Fence
Moberly	NO	NO	\$0.06	\$0.49	\$96.00	Electrical, Plumbing, Heating, Land Disturbance, Right of Way, Sewer/Water, Other
Mexico	NO	NO	\$0.20	\$1.64	\$320.00	Electrical, Plumbing, Heating, Water, Sewer, Land Disturbance, Other
Columbia	YES	YES	\$0.27	\$2.25	\$436.50	Water, Sewer, Footing/Foundation, Plan Review, Right of Way, Land Disturbance, Other
Boone County	YES	YES	\$0.35	\$2.90	\$564.25	Water, Waste Water, Land Disturbance, Other
Republic	YES	NO	\$0.42	\$3.50	\$679.00	Inspect Fees, Electrical, Plumbing, Mechanical
Warrensburg	YES	YES	\$0.43	\$3.55	\$688.70	Land Disturbance, Sidewalk, Driveway, Sewer, Other
Poplar Bluff	YES	NO	\$0.48	\$4.00	\$776.00	Electrical, Plumbing, Mechanical
Kirksville	YES	YES	\$0.52	\$4.25	\$824.50	Land Disturbance, Water, Sewer, Other
Sedalia	YES	NO	\$0.73	\$6.00	\$1,164.00	Electrical, Plumbing, Heating, Land Disturbance, Excavation, Sewer/Water, Other

*BOLD value is the method utilized to calculate permit fee in Jurisdiction.

Methods of calculating an ALL inclusive Residential Building Permit for Moberly

* Estimated for a 1600 sq ft building

Current rate	\$0.11 - \$0.12 / sq ft	Current cost	\$192.00
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Method	Cost
Per Sq Ft (\$0.25)	\$400.00
Per \$1,000 of ICC Estimated Construction Value (\$2.00)	\$388.00
Base Fee (up to \$10.00) + \$2.00 per \$1,000 Construction Value	\$386.00

New Commercial Comparison for two size buildings

	Restaurant (2100 Type VB)	Factory (120,000 Type IB)
Current Rate	0.08/sq ft	\$168.00
Double Current Rate	0.16/sq ft	\$336.00
ICC Building Value Data	2.00/\$1,000	\$567.00
		\$26,800.00

9

Trades related permits

*Estimated cost is for a 1 bed 1 bath remodel job, * Installing 1 new appliance (job total cost is averaged to be \$25,000)											
Type	Electrical - Meters	Electrical - New addt*	Project Permit (5k)	Plumbing	Project Permit (10k)	Heating	Project Permit (8k)	ROW - Dig	ROW - Trench	Signs	Project Permit (60sq ft sign 5k)
Marshall	\$10	\$5 /	\$10.00	\$2 / fixture	\$6	\$10	\$10				
Moberly	\$20 / \$0.10 per amp	\$2/\$0.20	\$10 min	\$3.00/fixture	\$10 min	\$10.00/appl	\$10	\$20	\$0.02/ft	\$10-\$50	\$50
Increases Requesting	\$30 / \$0.20 per amp	\$3/None	\$20 min	\$5.00 / Fixture	\$20 min	\$20/appl	\$20	\$40	\$0.04/ft	\$20 - \$100	\$60
Mexico		\$5 / \$1,000	\$25	\$5 / \$1,000	\$50	\$5 / \$1,000	\$40	\$2 / \$10	\$20		
Columbia	\$35 / \$0.175 per amp	\$2.35 /	\$10 min	\$5.67 / fixture	\$17	\$35	\$35	\$50	\$0.16/ft	\$75 + \$0.25/sq ft	\$90
Warrensburg	0.355% of Cost of Work		\$17.75		\$35.50		\$28.40	\$25 / \$50	\$50/100 ft	\$40	\$40
Kirksville	\$20	\$20/insp	\$20			\$23/insp	\$23	\$35 per / \$250 anul	\$35/2,000 ft	\$4.25 / \$1,000	\$21.25
Sedalia	\$25 /	\$1 / \$1	\$10 min	\$5 / fixture	\$15	\$30	\$30	\$200 / \$275	0	\$15 + \$5/1,000	\$30
Maryville	\$25.00		\$15	\$5 / fixture	\$15	\$20 / appl	\$20	\$25			
Poplar Bluff	\$25/\$35	\$35	\$35	\$15/Fixture to 5 then \$1	\$15	\$15/\$30/\$50	\$15			\$40	\$40

10

Building/Construction Permit Summary

- The City of Moberly is second from the bottom amongst the compared communities with valuation of fees associated with building and construction.
- The next higher rate community is nearly 3 times the current rate of Moberly.
- Comparisons utilized a standard 1600 sq ft. residential structure and a commercial facility of 120,000 sq ft.
- Developers are requesting an All – inclusive permit structure for new construction that would require less application time and more involvement of contractors during inspections.

11

Proposals

- Residentially : Develop an all-inclusive permit that would include the trades at time of application. Fee projected to double current cost and align with lower middle of the comparison communities.
- Commercially : Change to a value that is based on construction value and factored by the Building Value Data tables provided by International Code Council.
- Trades permits: Double the existing cost of permits when a separate trade permit is needed for repair or remodeling.
- Increase the types of permits required to include the following:
 - Decks (based on cost of project)
 - Lateral Replacements on sewer lines/water lines on private property (Utilize minimum fee structure of plumbing permits)

12

Proposed changes/impact on cost to builder

Methods of calculating an ALL inclusive Residential Building Permit for Moberly

* Estimated for a 1600 sq ft building

Current rate \$0.11 - \$0.12 / sq ft Current cost \$192.00

Method	Cost
Per Sq Ft (\$0.25)	\$400.00
Per \$1,000 of ICC Estimated Construction Value (\$2.00)	\$388.00
Base Fee (up to \$10.00) + \$2.00 per \$1,000 Construction Value	\$386.00

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Type	Electrical - Meters	Electrical - New addt'	Project Permit (5k)	Plumbing	Project Permit (10k)	Heating	Project Permit (8k)	ROW - Dig	ROW - Trench	Signs	Project Permit (60sq ft sign 5k)
Moberly	\$20 / \$0.10 per amp	\$2/\$0.20	\$10 min	\$3.00/fixture	\$10 min	\$10.00/appl	\$10	\$20	\$0.02/ft	\$10-\$50	\$50
Increases Requesting	\$30 / \$0.20 per amp	\$3/None	\$20 min	\$5.00 / Fixture	\$20 min	\$20/appl	\$20	\$40	\$0.04/ft	\$20 - \$100	\$60

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #3.

Department: Comm. Dev.

Date: May 16, 2022

Agenda Item: A request to update the International Building Code Series adopted by ordinance.

Summary: The City of Moberly is requesting to update the International Building Codes that have been adopted since 2013. The current edition will be the 2021 International Building Codes and the 2020 National Electric Code Series. This change will have an impact through improving our ISO ratings and provide more up to date code compliant regulations. This is the third cycle of code changes since the last adoption in 2013. Based on feedback after meeting with boards, contractors, and engineers; some changes are being recommended that would be a good fit for Moberly while maintaining the integrity of the codes.

Recommended Action: Direct staff to bring forward to the June 6, 2022 regular City Council meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

Community Development Permits and Codes

May 2022

1

Background

- Community Development has managed the building permits and other permits related to construction of all related activities except the following:
 - Connections to City Infrastructure (water and sewer)
 - Land Disturbance and Storm Water permitting
- The following is an evaluation of that system and recommendations moving forward as we review adoption of the most current International Building Codes (2021 edition).

2

Process so far....

- On Feb 2, 2022 we made available the Code Text for review in the City Clerk's office.
- Letters were mailed to stakeholders and postings were placed out on social media.
- Several Radio shows were dedicated to the process and rationale for the update to the codes.
- We also held stakeholder meetings with contractors, realtors, and landlords in the process to review the changes and be open about the impacts to our community.
- We also met with the Board of Examiners in each of the trades for feedback in the process.
- Some of the feedback gathered has been incorporated in the adoption process of the books and the following amendments we are recommending to them.

3

CODE ADOPTION

- Update the adopted codes to the following:
 - National Electric Code 2020 Edition (NFPA 70)
 - International Building Code 2021 Edition
 - International Residential Code 2021 Edition
 - International Fire Code 2021 Edition
 - International Plumbing Code 2021 Edition
 - International Mechanical Code 2021 Edition
 - International Fuel Gas Code 2021 Edition
 - International Property Maintenance Code 2021 Edition
 - International Existing Building Code 2021 Edition

4

International Building Code 2021 & International Fire Code 2021

- Make an amendment to the codes for A-2 Assembly Buildings

these are typically restaurants, pubs, banquet halls, night clubs, etc.

Section 903.2.1.2 Group A-2. An automatic Sprinkler System shall be provided throughout stories containing Group A-2 occupancies and throughout all stories from the Group A-2 occupancy to and including the levels of exit discharge serving that occupancy where one fo the following conditions exists.

1. The *fire area* exceeds 5,000 square feet (464 m2).
2. The *fire area* has an occupant load of ~~100~~ 200 or more.
3. The *fire area* is located on a floor other than a level of exit discharge serving such occupancies.

Rationale: This would not increase the fire load demand if exit discharges are sized properly and it will be positive amendment in the redevelopment of our downtown district. This would potentially open the buildings up for additional possibilities before requiring fire sprinklers for a larger restaurant in the district.

5

International Residential Code 2021

- Make an amendment to the codes by removing **Section 313** in its entirety.

- This section pertains to requirement of Automatic Fire Sprinklers in residential new construction.

Rationale: The State of Missouri has an exemption in place on sprinkler systems for residential 1 and 2 family dwellings. This will align with that exemption by removing this portion of the code.

- Make an amendment to the codes by adding an exemption as follows:

- **Section 3601.8 Emergency Disconnects.** Insert 4. Exemption for replacement on existing homes where the disconnecting means is immediately (within 5') on the opposite side of the mounting location.

Rationale: This exemption being added to the requirement for exterior disconnects on a property would impact our existing structures where changing out a meter base on the exterior only of a residence would not require the increased demand of upgrading the wire entering the home and the panelboard on the inside of the structure. However, if a complete upgrade of both items was required, the exemption would not apply and an Emergency Disconnect on the exterior would be required. Ameren UE currently does not require the Emergency Disconnect and this would provide a progressive approach to implementation of this requirement for our community until the time at which Ameren UE may start requiring them as well.

6

National Electric Code 2020 (NFPA 70)

- Make amendments to the code in the following manner:
- **Section 210.8 Arc Fault Protection (A) (2)** Insert : Exemption for dedicated circuits for refrigerator or freezer circuits with only one receptacle outlet for that appliance.
Rationale: This exemption will protect a homeowner from having the chance of their refrigerator or freezer being turned off from a nuisance trip by an arc fault device while on vacation and losing all the food stored inside of them. Also restricting it to a single dedicated circuit and one receptacle will prevent the chance of plugging alternative devices into that same circuit that could lead to a fire due to Arc'ing on the circuit or in the appliance.
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City of Moberly

City Council Agenda Summary

Agenda Number: WS #4.
 Department: Parks
 Date: May 2, 2022

Agenda Item: CAP Agreement Amendment

Summary: Attached is an amendment to the previously-approved Conservation CAP agreement allowing for the annual stocking of trout at Beuth Lake. The original agreement follows this summary with the amendment following the original agreement.

The cost would vary annually based on the cost per fish and the number stocked. They would start with approximately 1,000 fish. Our cost would be approximately \$1,500 the first year. They will gauge the second year whether to increase the number of fish. We would not be bound to participate every year and could opt not to for budget considerations. However, it is a very affordable win-win both for Conservation and the City of Moberly so our intent would be to participate each year.

This partnership has been a long time coming and will be great both for locals and drawing out of town visitors to the area.

We plan to continue to pursue additional new opportunities in the months ahead.

Recommended

Action: Move appointments forward to the June 6, 2022 meeting.

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 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 checked="" type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Kyser	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M___ S___ Lucas	___	___
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other_____		Passed	Failed

**ADDENDUM 1 TO THE AGREEMENT BETWEEN THE
CITY OF MOBERLY
AND THE
MISSOURI DEPARTMENT OF CONSERVATION**

The Agreement made and entered into on the 21st day of September 2020, by and between the City of Moberly Parks and Recreation Department and the Missouri Department of Conservation is hereby amended as follows:

Under section 1 titled **“CITY RESPONSIBILITIES”** add paragraph 1I:

“I. To reimburse the Department for 50% of the annual cost of stocking trout for a winter trout fishery at Beuth Park Lake. The City will notify the Department in writing by May 1 if it will not be able to pay its 50% share for the upcoming winter. In the event of such notification, the winter trout fishery for the upcoming season will be cancelled.”

Under section 2 titled **“DEPARTMENT RESPONSIBILITIES”** add paragraph 1E:

“E. To establish and manage a winter trout fishery at Beuth Park Lake, contract for the trout to be stocked, and pay 50% of the annual cost of stocking trout.”

All other terms and conditions of the original Agreement remain in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the _____ day of _____ 20____.

**MISSOURI DEPARTMENT OF
CONSERVATION**

DEPUTY DIRECTOR - BUSINESS

CITY OF MOBERLY

MAYOR

Attest:

City Clerk

**AGREEMENT BETWEEN THE
CITY OF MOBERLY
AND THE
MISSOURI DEPARTMENT OF CONSERVATION**

THIS AGREEMENT is to implement the MISSOURI DEPARTMENT OF CONSERVATION COMMUNITY ASSISTANCE PROGRAM, and is made and entered into this 21 day of Sept. 2020, by and between the CITY OF MOBERLY, Parks and Recreation Department (City) and the MISSOURI DEPARTMENT OF CONSERVATION (Department).

WHEREAS, the City owns tracts of land in Randolph County with three lakes, Rothwell Park Lake (26 acres), Water Works Lake (24 acres), and Beuth Park Lake (3 acres) that are used by the City for public fishing, general recreation and enjoyment of the outdoors, and is referred to here as the "Area" and is described in attached Exhibit A; and

WHEREAS, the City and Department entered into a Community Assistance Program Agreement on May 15, 2017 for the Area which is hereby superseded and replaced; and

WHEREAS, the Department and City realize the importance and need for close-to-home fishing and associated outdoor activities; and

WHEREAS, the Department and City wish to take advantage of the qualities of this Area and maximize the recreational values associated with its proper management and use.

NOW, THEREFORE, in consideration of the mutual covenants of the parties contained herein, the parties hereto do mutually agree as follows:

1. **CITY RESPONSIBILITIES.** The City agrees to:
 - A. Allow free public access and full use of the Area for fishing and related recreational activities by the general public consistent with the Wildlife Code of Missouri and during hours established by mutual agreement of the City and the Department.
 - B. Provide Area maintenance as specified in attached Exhibit B.
 - C. Monitor the condition of the Area's facilities and take actions necessary to ensure that they are clean, safe and usable, including but not limited to closing facilities to public access until any dangerous conditions that may have arisen have been corrected.
 - D. Provide adequate law enforcement and protective services, as much as City jurisdiction permits, for the safety and well-being of the Area's users and

facilities.

- E. Give proper recognition to the Department in all brochures, advertisements or other publications concerning the Area.
- F. Prohibit fish stocking other than that recommended in writing by a Department fisheries management biologist.
- G. Manage its property within the watersheds of Rothwell Park Lake, Water Works Lake, and Beuth Park Lake to maintain the lakes' good water quality, and take no actions that will lead to the deterioration of the lakes' water quality, habitat or aquatic community.
- H. To the extent allowable by law, defend, indemnify and hold harmless the Department, the Conservation Commission, the State of Missouri and their employees and agents from any claim or suit brought by any third party in connection with the Area managed or the facilities to be constructed under this Agreement to the extent allowed by law.

2. DEPARTMENT RESPONSIBILITIES. The Department agrees to:

- A. Prepare and provide a general management plan for the fishery resources of the lakes.
- B. Provide periodic fish community surveys and analysis, and manage the fisheries through proper regulations, fish stocking, manipulation of the fish population and other fisheries management actions as determined by the Department.
- C. Enact and enforce appropriate fishing rules and regulations, and assist the City in enforcing the laws of the State of Missouri and the Wildlife Code of Missouri.
- D. Provide and maintain informational and entrance signs recognizing the City and the Department for their roles in this cooperative project.

3. JOINT RESPONSIBILITIES AND ACKNOWLEDGEMENTS. Both parties agree that:

- A. This Agreement is for the purpose of capitalizing on the value of the Area for public fishing and related outdoor activities.
- B. The Department may fund its obligations under this Agreement with any combination of state and federal monies.
- C. The required fishing permit as defined by the Wildlife Code of Missouri and the effective regulations pertaining to the taking of fish and use of the Area will be jointly publicized whenever possible.

- D. This Agreement shall become effective upon execution by both parties. It shall expire twenty-five years from the effective date; provided, however, that it shall renew automatically for successive terms of one year each if neither party has advised the other in writing of its intention to terminate the same at least one hundred and twenty days prior to any applicable termination date.
- E. This Agreement may be amended as desired by the mutual written agreement of the parties hereto.

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

**MISSOURI DEPARTMENT OF
CONSERVATION**


FISHERIES SECTION CHIEF

CITY OF MOBERLY


MAYOR

Attest:


City Clerk

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Exhibit A - Page 2

Warranty Deed.

Book 89
Pg. 334

This indenture, made on the 11 day of February, A.D. 1910 by and between the Randolph Water Company, of Missouri, a corporation duly organized and existing under and by virtue of the laws of the State of West Virginia, U. S. A. party of the first part, and the City of Moberly, Missouri, a municipal corporation organized and existing under and by virtue of the laws of the State of Missouri, U. S. A., as a city of the third class, party of the second part.

Witnesseth, That the said party of the first part, in consideration of the sum of Eighty-five Thousand Dollars (\$85,000.00) to it paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents Grant, Bargain and Sell, convey and assign, unto the said party of the second part, its successors and assigns, the following described lots, tracts or parcels of land and plant, machinery, mains, etc., lying, being and situate in the County of Randolph, and State of Missouri, U. S. A. to-wit:

First: A tract or parcel of land containing twenty (20) acres, being the South half of the South west quarter of the North east quarter of Section Three, Township fifty three, Range fourteen.

Second: A tract or parcel of land containing four and thirty one hundredths (4.13) acres, beginning at the North west corner of the North West quarter of the South east quarter of Section Three, Township fifty three, Range fourteen, thence running East Four Hundred fifty (450) feet, thence South four hundred (400) feet, thence West four hundred fifty (450) feet, and thence North four hundred (400) feet to the point of beginning.

Third: A tract or parcel of land containing two and forty two one hundredths (2.42) acres, beginning at the South east corner of the South east quarter of the North west quarter of Section three, Township fifty three, Range fourteen, thence running West four hundred thirty two (432) feet, thence North two hundred fifty (250) feet, thence East four hundred thirty two (432) feet, and thence South two hundred fifty (250) feet to the point of beginning.

Fourth: A tract or parcel of land, containing twenty one and seventy seven one hundredths (21.77) acres, beginning at a stone in the North east corner of the South west quarter of the North east quarter of Section three, township fifty three, Range fourteen, thence running West twenty and six tenths (20.6) chains to a stone, thence South fifteen and Ninetyone one hundredths (15.91) chains to a stone, thence East Nineteen and ninety five one hundredths (19.95) chains to a stone, and thence North sixteen and eight six one hundredths (16.86) chains to

Exhibit A - Page 3

the point of beginning.

Fifth: A tract or parcel of land containing twenty five (25) acres beginning at a point on the half section line three hundred (300) feet West of the South east corner of the North east quarter of Section Three, Township fifty three, Range fourteen, thence running North ten and thirty five one hundredths (2.35) chains to a stone, thence West ten and seventy one one hundredths (10.71) chains to a stone, thence North thirteen and fifty one one hundredths (13.51) chains to a stone, thence West three hundred (300) feet to a stone, thence South twenty five and eighty six one hundredths (25.86) chains to a stone, and thence East fifteen and Twenty six one hundredths (15.26) chains to the point of beginning.

Sixth: A tract or parcel of land containing one and six hundred seven one thousandths (1.607) acres beginning at the Northeast corner of the South east quarter of the North west quarter of Section three, Township fifty three, Range fourteen, thence running West two hundred and five feet, thence South three hundred fifty (350) feet, thence east two hundred (200) feet, and thence North three hundred fifty (350) feet to the point of beginning.

Seventh: A tract or parcel of land containing eight hundred thirty one one thousandths (1.831) of an acre, beginning at a point on the half section line, one hundred seventy seven (177) feet east of the North west corner of the North east quarter of the South east quarter of Section three, Township fifty three, Range fourteen, thence running South fifteen degrees (15°) West two hundred eighty (280) feet, thence east one hundred thirty (130) feet, thence North fifteen degrees (15°) east two hundred eighty (280) feet to the half section line, and thence West one hundred thirty (130) feet to the point of beginning.

Eighth: A tract or parcel of land containing one and three hundred twenty two one thousandths (1.322) acres, beginning two hundred (200) feet West of the Northeast corner of the South east quarter of the North West quarter of Section three, Township fifty three, Range fourteen, thence running West two hundred forty (240) feet, thence South two hundred forty (240) feet, thence east two hundred forty (240) feet, and thence North two hundred forty (240) feet to the point of beginning.

Ninth: A tract or parcel of land containing four (4) acres, beginning at the center of Section three, Township fifty three, Range fourteen, thence running South Seven hundred twenty six (726) feet, thence West three hundred (300) feet, thence North Seven hundred twenty six (726) feet, and thence east three hundred (300) feet to the point of beginning.

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Exhibit A - Page 4

Tenth: A tract or parcel of land described as follows: All of the North half of the public road as now located and travelled through the North east quarter of the South east quarter of Section three, Township fifty three, Range fourteen, subject to the easements of the said public road, so that said strip of ground shall become the property of the said second party hereto in the event the said public road is abandoned.

Eleventh: A tract or parcel of ground described as follows: All that portion of the North east quarter of the South east quarter of Section three, Township fifty three, Range fourteen, that lies North and west of the public road as it is now located and travelled through the said forty acre tract except about eighty three one hundredths (83) of an acre. Heretofore set out and described. It is the intention of this portion of this instrument to convey all the land conveyed to the party of the first part by warranty deed dated March 21st, 1894 and recorded in Deed Book 48 at page 157 of the records of the office of Recorder of deeds of Randolph County, Missouri.

Twelfth: All reservoirs, engines, pumps, machinery and fixtures now erected on said lands, or any part thereof, together with all pipes, mains or connections, belonging to the said party of the first part, and for distributing water to the City of Mobley, in the said County of Randolph, State of Missouri, and to the inhabitants thereof; all tools, implements and appliances of every description which are used by said party of the first part in the operation of its water works for the aforesaid city; and all supplies, motive, and material for repairs now on hand at the aforesaid city together with all other things appertaining to the works, plant and system of the said party of the first part.

To have and to hold the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said party of the second part, and unto its successors and assigns, forever, the said Randolph Water Company of Mobley, hereby covenants that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear of any incumbrances done or suffered by it or those under whom it claims and that it will warrant and defend the title to the said premises unto the said party of the second part, and unto its successors and assigns, forever, against the lawful claims and demands of all persons, whomsoever.

In Witness Whereof, The said party of the first part has hereunto set its hand and seal the day and year first above written by causing its President to execute the same and affix its

Exhibit A - Page 5

corporate seal here and its Secretary to attest the same.
(L.S.)
Randolph Water Co. of Maryland.
By Edward F. Burroughs President
Attest: William H. Martin Secretary

State of New York } ss
County of New York }
Be it remembered that on
the 11th day of February A.D. 1910, before me, the undersigned, a
Commissioner of the State of Missouri, residing in the city
of New York, State of New York, appeared Edward F. Burroughs, to
me personally known, who, being duly sworn, did say that he is the
President of The Randolph Water Company, of Maryland and that
the seal affixed to said instrument is the corporate seal of said
corporation, and that said instrument is signed and sealed on behalf
of said corporation, by authority of its Board of Directors, and said
Edward F. Burroughs acknowledges said instrument to be the
free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed
my official seal this 11th day of February A.D. 1910.
(L.S.) Gen. H. Horsey Commissioner of
Deeds for the State of Missouri office No. 56 Wall street New York City.

Filed for Record Mar. 19-1910 at 8 o'clock A.M.

Hugh Hinton
Recorder

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Book 84

No. 2012 WARRANTY DEED—With Statutory Acknowledgments

SIXTONG SHOWER STATIONERY CO., ST. LOUIS

This Indenture, Made on the third day of June A. D. One Thousand Nine Hundred and seven
 by and between Sarah M. Buchanan (widow) & Claude Buchanan
and Annie M. Buchanan his wife & Ratie M. Reagan and Mr. Frank Reagan her husband
and Claude Buchanan (single) Walter B. Buchanan and Minnie B. Buchanan his wife
and Vera M. Buchanan, the wife of Randolph County Missouri
 part 1st of the First Part, and
the City of Moberly (a Municipal Corporation)
 of the County of Randolph in the State of Missouri part 4 of the Second Part:
 WITNESSETH, That the said part 1st of the First Part, in consideration of the sum of
Twenty six hundred & twenty DOLLARS,
 to them paid by the said part 4 of the Second Part, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain and Sell
 Convey and Confirm, unto the said part 4 of the Second Part its successors heirs and assigns, the following described Lots, Tracts or Parcels of Land, lying,
 being and situated in the County of Randolph and State of Missouri, to-wit: see
Begin three hundred (300) feet west of the South East corner of the North East
quarter of section three (3) Township fifty three (53) Range fourteen (14)
King run North Twelve (12) chains (1200) to a stone, thence West ten
+ 1/2 chains (10.71) to a stone thence North thirteen + 1/2 chains (13.61) to a
stone, thence East to the South East corner of the North East quarter of the
North East quarter of said section three (3) a distance of fifteen + 2/3
chains (15.20) thence South along section line twenty five + 1/2 chains
half section line thence West three hundred (300) feet to
beginning and being all of South East quarter of the North East quarter
of section three (3) Township fifty three (53) Range fourteen (14)
except twenty five (25) acres sold by M. L. Buchanan and wife to
H. B. Porter by deed recorded in Deed Book 29 at page 18 of Deed records
of Randolph County Missouri, the land hereby conveyed being
26.20 acres more or less.
Grantors herein are the widow and all the heirs and
only heirs of Nathan Y. Buchanan, deceased.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the Rights, Privileges, Appurtenances and Immunities thereto belonging or in anywise apper-
 taining, unto the said part 4 of the Second Part, unto its successors and assigns, Forever; the said first parties
 hereby covenanting that they lawfully seized of an indefeasible Estate in Fee in the
 premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear of any incumbrances done or suffered
 by them or those under whom they claim; and that they will Warrant and Defend the title to the said premises unto the said part 4
 of the Second Part, and unto its successors heirs and assigns, Forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said part 1st of the First Part has hereunto set their hand & seal, the day and year first above written.

Signed, Sealed and Delivered in Presence of:

Ratie M. Reagan
M. Frank Reagan
Claude B. Buchanan (decd)
Vera M. Buchanan (decd)

Sarah M. Buchanan
C. B. Buchanan
Annie M. Buchanan
Walter B. Buchanan
Minnie B. Buchanan

STATE OF MISSOURI
 County of Ottawa } SS.

ON THIS fifth day of June 1907, before me personally appeared
Claude B. Buchanan and
Vera M. Buchanan

his wife, to me known to be the same persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My term expires May 1st 1910.

George C. Creble Notary Public.

STATE OF MISSOURI } SS.

County of Randolph } ON THIS 3rd day of June 1907, before me personally appeared

Annie M. Buchanan, Walter B. Buchanan and Minnie B. Buchanan his wife

Ratie M. Reagan and M. Frank Reagan her husband

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

And the said Sarah M. Buchanan and Claude B. Buchanan further declare themselves to be single and unmarried.

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

My term of office as a Notary Public will expire June 1st 1907.

Wallard C. Chase Notary Public.

The foregoing Deed was filed for record in this office on the 21st day of June A. D. 1907, at 2 o'clock 30 minutes P. M.

By Walter B. Buchanan Deputy. Recorder.

Remarks:

WARRANTY DEED Exhibit A - Page 7

Olive B. Buck, single

and

Mary B. Buck, single

TO

The City of Moberly

Recorded in Deed Book 84 Page 154
 Dated June 1, 1907 Consideration \$ 8896.50
 Ack'd June 1, 1907 before J. W. Dorser
 Notary Public Randolph County, Mo.
 Commission Expires
 (SEAL) yes Filed for Record June 21, 1907

Description:

Begin at SE corner of N $\frac{1}{2}$ of NE $\frac{1}{4}$ Section 3, Township 53, Range 14, then N. 24.52 chs. to center of Alderson road and 1.20 chs. S. of NE corner said Section 3, S. 56 degs. W. 3.80 chs. S. 75 degs. W. 2.80 chs. N. 80 degs. W. 5.30 chs. N. 70 degs. W. 4.80 chs. N. 67 degs. W. 4.46 chs. W. 20 chs. to $\frac{1}{4}$ Section corner S. 26.08 chs. E. 40 chs. to beginning and containing 98.60 acres being N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 3, Township 53, Range 14 except 5 acres off N. end NE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 3, that lies on N. side of Alderson road also following: Begin at SE corner SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 34, Townsh

54, Range 14, N. 16 ft. W. 113 ft. S. 16 ft. to section line E. 113 ft. to beginning also begin at NE corner of N $\frac{1}{2}$ NE $\frac{1}{4}$ Section 3, Township 53 Range 14 S. 79 ft. 2 $\frac{1}{4}$ inches S. 55 degs. W. 137 ft. E. of N to point on section line 113 ft. W. of NE corner said Section 3, thence E. 113 ft. beginning and containing $\frac{1}{4}$ acre and containing in all 98.85 acres.

NO.

RANDOLPH COUNTY ABSTRACT COMPANY

QUIT CLAIM DEED

Winslow Buck

and

single

TO

The City of Moberly

Recorded in Deed Book 76 Page 485
 Dated June 20, 1907 Consideration \$ 1.00
 Ack'd June 20, 1907 before J. W. Dorser
 Notary Public Randolph County, Mo.
 Commission Expires
 (SEAL) yes Filed for Record June 20, 1907

Description:

N $\frac{1}{2}$ NE $\frac{1}{4}$ Section 3, Township 53, Range 14 except 5 acres off N. end of NE $\frac{1}{4}$ of NE $\frac{1}{4}$ said Section Also the following Begin SE corner of SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 34, Township 54, Range 14 N. 16 ft. W. 113 ft. S. 16 ft. to section line E. 113 ft. to beginning. Also beginning at NE corner of N $\frac{1}{2}$ of NE $\frac{1}{4}$ of Section 3, Township 53, Range 14 and run thence S. 79 ft. 2 $\frac{1}{4}$ inches S. 55 degs. W. 137 ft. thence E. of N. to point on Section line 113 ft. of NE corner said Section 3 E. 113 ft. to beginning and containing $\frac{1}{4}$ acre and containing all 98.85 acres.

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Bk 86 p 21

WARRANTY DEED—With Statutory Acknowledgments.

JES. D. BARNARD & CO., MAPS BOOK BINDER, PRINTERS, LITHOGRAPHERS, ST. LOUIS.

21

This Indenture, Made on the 14th day of February A. D. One Thousand Nine Hundred and Eight by and between The Little Rock & Madison River

Company a Corporation
of Madison County, Missouri part of the first part, and
City of Maple, Missouri, a Municipal Corporation
of the County of Madison in the State of Missouri part of the second part,

WITNESSETH, That the said part of the first part, in consideration of the sum of Twenty Thousand (\$20,000) DOLLARS, to it paid by the said part of the second part, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain and Sell, Convey and Confirm, unto the said part of the second part, its heirs and assigns, the following described Lots, Tracts or Parcels of Land, lying, being and situated in the County of Randolph and State of Missouri, to-wit: 117

Thirty-two (32) acres being all of forty (40) acres except a strip of equal width running North & South off the west side of said forty (40) acres which said forty (40) acres is described as beginning by and to the North of the Southeast corner of Section thirty-four (34) Towns 34, Range Fourteen (14) thence North Ninety & Twenty-five (92.5) hundredths (19.75) Chains, thence West the North & Twenty-five (92.5) hundredths (19.75) Chains, thence North the North & Twenty-five (92.5) hundredths (19.75) Chains to South side of the Houtzville & Madison road being Sixty (60) feet from right of way of Wabash R. R. thence South Sixty (60) degrees west with said road five (5) hundredths (0.05) Chains, thence South thirty-two (32) degrees eight hundredths (32.48) Chains thence South Seventy (70) degrees East four (4) hundredths (4.33) Chains, thence South Eighty (80) degrees East five (5) hundredths (5.30) Chains thence North Seventy-five (75) degrees East two (2) degrees eight hundredths (2.80) Chains, thence North fifty-five (55) degrees East One and fifty-two hundredths (1.12) Chains, thence North Seventy (70) degrees East Three (3) and four hundredths (3.04) Chains thence East One & Eighty-four hundredths (1.84) Chains to beginning said forty (40) acre tract being five and forty-eight hundredths (5.48) acres part of the N.E. 1/4 of Sec 4, T. 34, R. 14 and four and thirty-seven hundredths (4.37) acres in the North part of the N.E. 1/4 of the N.E. 1/4 of Section 3, Township 33, Range 14.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto in anywise appertaining, unto the said part of the second part, and unto its heirs and assigns, Forever; the said the Little Rock & Madison River Company hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has all good right to convey the same; that the said premises are free and clear of any incumbrances done or suffered by it or those under whom it claims; and that it will Warrant and Defend the title to the said premises unto the said part of the second part, and unto its heirs and assigns, Forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set its hand and seal, the day and year first above written, by causing its President & Secretary to affix their hands and seals.

Signed, Sealed and Delivered in Presence of us:

The Little Rock & Madison River Co.

By Frank J. Little, President

Attest: Frank J. Little, Secretary

{LS}

{LS}

STATE OF MISSOURI,

County of Madison } ss. On this 14th day of February 1908, before me personally appeared Frank J. Little who being duly sworn, depose and say that he is the President of the Little Rock & Madison River Company a corporation organized under the laws of the State of Missouri, and that the foregoing instrument is a true and correct copy of the original thereof, and that he is a resident of the County of Madison and State of Missouri.

In testimony whereof, I have hereunto set my hand and affixed my official seal, at my office in the County of Madison and State of Missouri, this 14th day of February 1908.

My term expires June 1st 1908.
J. C. Cross, Notary Public.

STATE OF MISSOURI, } ss. On this _____ day of _____ 19____, before me personally appeared _____

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed. And the said _____ further declared _____ to be single and unmarried.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in _____ the day and year first above written.

My term of office as a Notary Public will expire _____ 19____.

Notary Public.

The foregoing Deed was filed for record in this office on the 5th day of February A. D. 1908, at 9 o'clock 45 minutes AM.

By _____ Deputy. _____ Recorder.

Remarks _____

Exhibit A - Page 9

BOOK 84 pg 55

No. 2012 WARRANTY DEED- With Statutory Acknowledgments

This Indenture, Made on the 19th day of June 1907 A. D. One Thousand Nine Hundred and

between Pety J. Redford widow Atha B. Redford singly and Allice E. Soats parties being all parties of the County of Randolph in the State of Missouri parties of the First Part and The City of Moberly Missouri a municipal Corporation of the County of Randolph in the State of Missouri parties of the Second Part:

WITNESSETH, That of said parties of the First Part, in consideration of the sum of

Two thousand nine hundred and ninety one DOLLARS,

to them paid by the said parties of the Second Part, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain and Sell

Convey and Confirm unto the said parties of the Second Part themselves and assigns, the following described Lots, Tracts or Parcels of Land, lying

being and situated in the County of Randolph and State of Missouri, to-wit:

All of the west one half of the South west quarter of the north west quarter of Section Two (2) Township Fifty Three (53) Range fourteen (14) except 6 2/3 Acres off the South end also Thirteen and eighty four one hundredths (13 84/100) Acres more or less off the north end of the east half of the South west quarter of the north west quarter of Section Two (2) Township Fifty Three (53) Range fourteen (14) and containing 29 1/2 Acres more or less.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the Rights, Privileges, Appurtenances and Immunities thereto belonging or in anywise appertaining, unto the said parties of the Second Part, and their heirs and assigns, Forever; the said parties of the First Part

hereby covenanting that they are lawfully seized of an indefeasible Estate in Fee in the premises hereinafter conveyed; that they have good right to convey the same; that the said premises are free and clear of any incumbrances done or suffered by them or those from whom they claim; and that they will Warrant and Defend the title to the said premises unto the said parties of the Second Part, and their heirs and assigns, Forever, against the lawful claims and demands of all persons whomsoever

IN WITNESS WHEREOF, The said parties of the First Part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of Us:

Pety J. Redford Atha B. Redford Allice E. Soats Lenox J. Soats

STATE OF Missouri)
County of Sebastian) ss. ON THIS 24th day of June A.D. 1907, before me personally appeared Lenox J. Soats and Allice E. Soats

his wife, to me known to be the same persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

J. S. Johnson Notary Public.

STATE OF Missouri)
County of Randolph) ss. ON THIS 19th day of June A.D. 1907, before me personally appeared Pety J. Redford Atha B. Redford

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their act and deed. And the said Pety J. Redford Atha B. Redford further declare themselves to be single and unmarried.

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

Ed. W. Sparks Notary Public.

The foregoing Deed was filed for record in this office on the 24th day of June A. D. 1907, at 5 o'clock 5 minutes A. M.

By Allice E. Soats Deputy. Hugh Hinton Recorder.

Remarks:

BOOK 13
581/582

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and was just above written.
L.S.

Phillip C. Kirby, Notary Public

Trustee Sale.

Whereas John Sutliff and Amanda L. Sutliff his wife by their certain deed of trust dated August 15th 1867 and recorded in the Records office of Randolph County in mortgage Book No 3 page 142 conveyed to the undersigned trustee the following described real estate lying and being in Randolph County, State of Missouri to wit: 49 acres part of south east quarter of section 25, township fifty three range sixteen and known as Hattie Mill tract; Also the North east quarter of section 36, township 53 range sixteen containing in all 209 acres more or less and being all the lands bought by John Sutliff of M.T. Linn and also the following described lands to wit: The east half of south west quarter section 25, township 53 range 16 and East half of South east quarter section 26 township 53 range 16 which said conveyance was in trust to secure to payment of a certain promissory note in said deed mentioned; and whereas the said note is now due and with the interest unpaid. Now therefore at the request of the legal holder of said note and in pursuance of the provisions of said deed of trust I will on Wednesday February 26 1880 at the Court House door in Hannibal Mo. between the hours of 9 o'clock in the forenoon and 5 o'clock in the afternoon of that day sell said property for cash in hand to the highest bidder at auction for the purpose of paying said note and expenses of this sale.

H. R. Samuel Trustee

State of Missouri }
County of Randolph }

Thomas M. Edmon, Lin duly sworn according to law says that he is one of the publishers of the Hannibal Herald a weekly newspaper printed and published in the County of Randolph, State of Missouri, and that the notices herein annexed were published in said paper for 14 months consecutively as follows: 1st insertion 5 day of Feb. 1880. 2d insertion 12th day of 3d insertion 19th day of 1880. 4th insertion 26th day of 1880.

Thomas M. Edmon Publisher

Subscribed and sworn to before me this 26th day of February 1880. My term ex. Oct. 10th 1881. Witness my hand and official seal.

Alva H. Staller, Notary Public

Filed for record February 26th at 5 P.M. 1880. C. H. Monroe Recorder
by L. C. Arnold & R.

Know all men by these presents that George L. Hassett of the County of Randolph and State of Missouri is held and firmly bound to the city of Probah in the County of Randolph and State of Missouri in the sum of two thousand dollars to be paid to said city of Probah executor, administrator or assigns to the payment whereof I bind myself, my heirs, executor and administrators firmly by these presents. Sealed with my seal and dated the 25th day of February A.D. 1880. The condition of this obligation is that if the said Geo. L. Hassett upon payment of One thousand dollars and interest thereon as agreed and promised by said city of Probah agreeably to its note dated Feb. 25th 1880. and made payable as follows to wit: Twelve months after date value due the city of Probah promises to pay to the order of Geo. L. Hassett One thousand dollars with int at the rate of ten per cent for

annuity from date and if interest is not paid annually to become as principal and bear the same rate of interest. Signed by J. H. Darrsholder Mayor and S. J. Bole etc shall convey to said City of Moberly or assign forever the following described real estate situated lying and being in the County of Randolph and State of Missouri to wit: All the North West Quarter of the North West quarter of section two (2) township fifty three (53) range fourteen (14) containing forty eight (48) acres more or less by good and sufficient deed or deeds in common form duly executed and acknowledged and in the mean time shall permit said City of Moberly to occupy and improve said premises for its own use, then this obligation shall be void, otherwise it shall remain in full force.

Geo L. Hazzett

seal

State of Missouri }
County of Randolph }

Be it remembered that on this 25th day of February A.D. 1881 before the undersigned a Notary Public within and for the County of Randolph aforesaid, personally came S. L. Hazzett who is personally known to me to be the same person whose name is subscribed to the foregoing instrument of writing as forty three and acknowledged the same to be his act and deed for the purposes therein mentioned. In testimony whereof I have hereunto set my hand and affixed my official seal at my office in Moberly in said County and State the day and year first above written. My term office as a Notary Public will expire on 30th 1881

S. L.

H. J. Hollis, Notary Public

Filed for record February 27th at 9 A.M. to H. J. Hollis and James Rowder
S. C. Arnold Deputy

This deed made and entered into this 13th day of November 1868 by and between A. J. Baker and Jennie E. Baker his wife of the County of Randolph and State of Missouri party of the first part and Margaret Baker of the same County and State of the second part. Witness that the party of the first part for and in consideration of the sum of Seven hundred and thirty five Dollars to them in hand paid the receipt of which is hereby acknowledged by the party of the second part have sold and by these presents do grant, bargain sell and convey unto the party of the second part all their right title interest and claim in and to the following described real estate situate in the County of Randolph and State of Missouri to wit: 40 acres 6th Sec 10th 10th 9th sec 8 10th acres 8th 8th 8th 8th sec 5 80 acres 10th 10th 8th sec 8 40 acres 8th 10th sec 8 160 acres 8th 8th sec 8 80 acres 1st part 1st sec 9 all in township 52 range 14. To have and to hold the interest hereby conveyed unto the party of the second part her heirs and assigns forever In witness whereof the party of the first part have hereunto set their hands and seals the day and year above written.

A. J. Baker
Jennie E. Baker

seal
seal

State of Missouri }
County of Randolph }

Be it remembered that on this the 13th day of November 1868, before me the undersigned a Notary Public within and for said County came A. J. Baker and Jennie E. Baker his wife who are personally known to me to be the same

Exhibit A - Page 12

NO.

WARRANTY DEED				RANDOLPH COUNTY ABSTRACT COMPANY			
J. Ginther & Ola B. Ginther, his wife		Recorded in Deed		Book 103 Page 268			
and		Dated May 24, 1915		Consideration \$ 1.00			
Eona Stigall & W.C. Stigall, her husband		Ack'd May 24, 1915		before E.F. Guteskunst			
TO		Notary Public		Randolph County, Mo.			
City of Moberly		Commission Expires					
		(SEAL) Yes		Filed for Record May 26, 1915			

Exception:

Begin at a point 495 ft. E. of the SE $\frac{1}{4}$ of Section 34, Township 54, Range 14
 thence N. 20° & 45' W. 1470 ft. thence N. 69° E. 50 ft. thence S.
 0° & 45' E. 1488.5 ft. thence W. along the township line 53.6 ft. to
 place of beginning.

Moberly Message Litho

EXHIBIT B

AREA MAINTENANCE STANDARDS

The City agrees to provide routine maintenance of the Area and facilities sufficient to keep the public use facilities in a clean, safe and usable condition. In accomplishment of this, the City agrees to:

- 1) Provide routine cleaning of the boat ramp.
- 2) Clean up trash and litter at least once each week from May 1st through September 15th, and as needed during the rest of the year.
- 3) Clean and deodorize privies at least once a week from May 1st through September 15th, and as needed during the rest of the year.
- 4) Pump privies when liquid levels reach 75% of pit capacity or before when conditions warrant, and to make repairs to Area privies as needed.
- 5) Mow grass within 10 feet of roads, parking lots, and other public use facilities often enough to ensure that it does not exceed a height of 6 inches; and mow a 20-foot semi-circle around the cantilever directional sign (if provided) often enough to ensure that vegetation does not obstruct the visibility of the sign from both directions.
- 6) Control grass on roads and parking areas and around traffic control barriers (if present).
- 7) Provide and install rock (rip rap), as needed, to maintain any protective rocked slopes or banks in the vicinity of the provided facilities.
- 8) Maintain asphalt roads and parking areas according to American Association of State Highway and Transportation Officials (AASHTO) standards. Routine preventative maintenance shall include the regular application of asphalt seal-coats to prevent or delay costly corrective measures. Any cracks larger than 0.5 inches shall be filled with a crack sealer, prior to the application of a seal-coat. A slurry seal coat, which is a mixture of quick setting asphalt emulsion, fine aggregate, mineral filler, additive, and water shall be applied to the surface once every five years. In places where cracks are more severe, but limited to specific areas of pumping subgrade (resulting in potholes, tire tread lanes, etc.), the old asphalt shall be removed, and any soft pumping subgrade shall be excavated and replaced with a sufficient depth of clean aggregate to stabilize the subgrade prior to asphalt replacement.
- 9) Provide the normal, routine maintenance of Area roads, parking lots, boat ramp, floating fishing dock, privy, sidewalks and any other facilities needed to keep these items fully functional and to present a positive image of the City and Department to the public.

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #5.

Department: City Manager

Date: May 16, 2022

Agenda Item: Appointment to the Housing Authority Board.

Summary: Several years back a board member passed away and the Housing Authority had not found anyone to replace this member. At this time Donna Dunwoody has submitted a letter and application from Howard Glasgow stating he would be willing to be appointed to this board. The term of this board is October of each year however this opening has been available several years and they would like to appoint him at this time. Mr. Glasgow term will be for 4 years.

Recommended

Action: Direct staff to bring to the June 6th Council meeting for final approval.

Fund Name: N/A

Account Number: 0

Available Budget \$: 0

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey**

Council Member

M___ S___ **Brubaker**

M___ S___ **Kimmons**

M___ S___ **Kyser**

M___ S___ **Lucas**

Passed Failed

Housing Authority of the City of Moberly

MAILING ADDRESS
P.O. BOX 159
MOBERLY, MO 65270-0159
EXECUTIVE DIRECTOR: DONNA DUNWOODY

May 10, 2022

Honorable Jerry Jeffrey
City of Moberly, Missouri
101 W Reed
Moberly MO 65270

Dear Mayor,

The Moberly Housing Authority has had an open spot on the Board of Commissioners for almost 10 years due to a loss of a commissioner and no one from the community expressing an interest to serve until now.

I spoke with Howard Glasgow in late April and shared with him the responsibilities of a Housing Authority Commissioner. He expressed interest in serving a term. Please find enclosed a letter from Reverend Glasgow expressing his interest.

Reverend Glasgow fulfills the statutory requirements of being a commissioner. He has been active in the community through various activities and committees. I believe that he would be conscientious and an asset to the Board of Commissioners. The Housing Authority is asking for your consideration to appoint Reverend Howard Glasgow to a four-year term or to a term that would suit the City of Moberly. The other terms expire in October in staggered years.

If you have any questions, please contact me at 263-2287.

Sincerely,



Donna Dunwoody, PHM
Executive Director

Moberly Towers
205 Farror Street

660-263-2287

Fax: 660-263-4282

TDD: 660-263-2295

L.W. Case Apartments
220 Taylor Street

Allendale Manor
23 Kehoe Avenue

Countryview Garden
23 Kehoe Avenue

660-263-3950

FAX: 660-263-5509

TDD: 660-263-2295



**Reverend Howard Glasgow**

2251 Silva Lane Apt 1
Moberly MO 65270
660-263-4588

May 10, 2022

Honorable Jerry Jeffrey
City of Moberly, Missouri
101 W Reed
Moberly MO 65270

Dear Mayor,

Per my conversation with Donna Dunwoody, Executive Director for the Moberly Housing Authority, she suggested that I submit a letter of interest for your consideration to serve a four- year term as a Commissioner for the Housing Authority. As a former part-time employee of the Housing Authority, I know first-hand how the Authority provides a needed service for the low-income families, elderly and people with disabilities and handicaps in this community. I am the pastor at the Second Baptist Church here in Moberly, live within the city limits and currently work part-time for the Moberly Public Schools. My belief is that I could help people by being a commissioner. I am confident that I carry out that role in a responsible manner.

If you have any questions, please contact me at 660-263-4588.

Sincerely,

Howard Glasgow

PROFILE

Howard L. Glasgow

EXPERIENCE

Pastor for over 30 years and Youth Pastor ... volunteered at Nursing Facilities etc .

CONTRIBUTION - SERVICE FOR THE COMMUNITY ... AS

...

Served on Minister Alliance ... Served On the MLK Scholarship fund
Served on Community organization as a Director Of Music ... Taught at
NMDA Pastoral Studies ... Student schools studies for the under educated
... Jump Start programed... Tutorial service ministries at Moberly areas
Nursing facilities etc ...

2251 Silva Lane #1

Moberly Mo 65270

lukus94glasgow@gmail.com

any questions you might please feel free to call anytime ..

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: Moberly Housing Authority Date: 4-20-22
 Your Name: Howard Glasgow Street Address: 2251 SILVA LAKE #1
 Phone number(s): (evening) 660-263-4588 (day) N/A
 Email: lukus94@yahoo.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? 25 yrs

Occupation: Pastor Employer: Ind Baptist

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 serve as a moderator for 20 years and managed
15 churches. I am a good listener - and I'm all
for the people.

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

a voice, my presence is being available
to strengthen our 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. Cornie Giese Phone: 660-263-0468
2. Sylvia Ginnery Phone: 660-263-7978
3. Paul Allen Phone: 660-341-7215

Howard Glasgow
 Signature of Applicant

*Additional Information may be attached to this form.

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