

A G E N D A
WORK SESSION MEETING
City of Moberly
May 03, 2021
6:00 PM

Requests, Ordinances, and Miscellaneous

1. Review of Easements Documents from Ameren UE.
2. An Ordinance Amending Article II, Division 2 Of The City Code By Adopting Section 2-68 Relating To Order Of Business And Adopting Section 2-69 Relating To Agenda Preparation.
3. A request from Moberly Chamber of Commerce to have street closures that prohibits parking and lifting of public consumption ordinance for 2021 Junk Junktion and Gus Macker street basketball tournament on September 25-26, 2021.
4. An application submitted by Haynes Property requesting a zoning change from a B-3 (General Business District) to an R-2 (Two Family Residential District) for the property located at 301 E McKinsey Street.
5. An application submitted by Jimmy O'Loughlin on behalf of Melissa Anderson for a conditional use permit for a proposed RV storage and outdoor activity space for the property located at 1150 S Morley St.
6. A Resolution Appointing Donald Ryan As Emergency Management Director Of The City Of Moberly, Missouri.
7. Public Hearing Notice for the 2021 Proposed Property Tax Rate
8. Discussion Regarding Replacement of Taylor Street CSO Replacement Pumps and Wet Well Materials
9. An Ordinance Amending Chapter 26 Of The Moberly City Code By Adopting Article V Relating To Vacant Property Registration.
10. Cooperative Funding Agreement for the Fennel Complex.
11. A request from Moberly Rotary Club, Altrusa Club and Fraternal Order of Eagles and Knights of Columbus to hold their 15th Annual Railroad Days on June 16-19, 2021 and to close certain roads and to have a beer garden in a closed area and to hang a banner on the Rollins Street overpass and Morley Street overpass beginning in early May and a contribution of \$3,500.
12. A Resolution Approving And Authorizing The City Manager To Execute The Second Amendment To The Agreement For Residential And Commercial Waste Collection With Advanced Disposal Services Solid Waste Midwest, LLC.

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #1.

Department: Public Works

Date: May 3, 2021

Agenda Item: Review of Easements Documents from Ameren UE.

Summary: Ameren is requesting an easement for above ground power lines around the perimeter of Industrial Park (County Road 1325).

Recommended Action: Direct staff to bring forward to the May 17, 2021 regular City Council meeting for final approval.

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
<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 _____

Mayor

M___ S___ Jeffrey

Council Member

M___ S___ Brubaker

M___ S___ Kimmons

M___ S___ Davis

M___ S___ Kyser

Passed

Failed

REMS INFORMATION

Agreement ID: UEC2021

Project ID:

EASEMENT

(Electric Line)

KNOW ALL MEN BY THESE PRESENTS, this _____ day of _____, 2021, that THE CITY OF MOBERLY, MISSOURI, its successors, and assigns, whether one or more and whether an individual, individuals, a corporation, or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of One and No/100ths Dollars (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto UNION ELECTRIC COMPANY D/B/A AMEREN MISSOURI, its successors and assigns (hereinafter "Grantee"), a perpetual Easement with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors to survey, stake, construct, reconstruct, replace, use, operate, maintain, inspect, protect, repair, modify, add to the number of and remove an electric and communication line or lines consisting of poles, guys, anchors, wires, cables, conduits, fixtures, and other appurtenances thereto, including transformers, cabinets, and pedestals, pursuant to the provisions hereof, upon, over, and across the following described land, in Section 26 & 23, Township 54N, Range 14W, 5TH P.M., RANDOLPH County, Missouri, to-wit:

PART OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 54N, RANGE 14W, LYING WEST OF COUNTY ROAD 1325, AS RECORDED IN DEED BOOK 759, PAGE 639, RANDOLPH COUNTY RECORDER'S OFFICE.

ALSO PART OF THE NORTHEAST QUARTER OF SECTION 26, AND THE SOUTHEAST QUARTER OF SECTION 23, LYING EAST AND SOUTH OF COUNTY ROAD 1325, AS RECORDED IN DEED BOOK 867, PAGE 839 AND BOOK 872, PAGE 862 RANDOLPH COUNTY RECORDER'S OFFICE.

EASEMENT SHALL BE A FIFTEEN (15) FOOT WIDE STRIP OF LAND THE LOCATION OF WHICH IS FURTHER SHOWN ON THE ATTACHED EXHIBIT "A". TOGETHER WITH THE RIGHT TO INSTALL ANCHORS AS NECESSARY.

together with all rights and privileges for the exercise and enjoyment of said Easement rights.

Approved by Ameren Legal Services
August 2018

Grantor also conveys the right of ingress and egress to and over the above-described Easement area, for all purposes herein stated, together with the right to trim, control the growth, cut and remove, or cause to be removed, at any time and by any means, any and all brush, bushes, saplings, trees, roots, undergrowth, rock, over-hanging branches, and other obstructions upon, over, and under the surface of said Easement area deemed by Grantee to interfere with the exercise and enjoyment of Grantee's rights hereunder, endanger the safety of said facilities, or in order for Grantee to maintain compliance with the minimum clearance requirements of the National Electric Safety Code.

Grantee shall be responsible for actual damages (except the cutting and trimming of trees and other vegetation) occurring on the herein described property as a result of the construction, operation, maintenance, or repair of Grantee's facilities and shall reimburse the owner thereof for such loss or damages.

Grantor, for itself, its successors, and assigns, does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the above-described land and has the full right and authority to grant this Easement, (2) that Grantee may quietly enjoy the premises for the purposes herein stated, and (3) that Grantor will not create or permit any building or other obstruction or condition of any kind or character upon said easement, that will interfere with the Grantee's exercise and enjoyment of the Easement rights hereinabove conveyed.

The undersigned hereby waive and release any and all homestead and other marital rights they may have pursuant to Missouri law.

This Easement shall be governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the said Grantor has hereunto caused this Easement to be signed this _____ day of _____, 2021.

CITY OF MOBERLY, MISSOURI

By: _____
Signature

Title: _____

ACKNOWLEDGED AND AGREED TO: JOINT BOARD FOR MANAGEMENT, SALES AND DEVELOPMENT OF INDUSTRIAL LANDS.

BY: _____
JERRY JEFFREY, PRESIDENT

ALL PURPOSE ACKNOWLEDGMENTSTATE OF MISSOURI

COUNTY OF _____) ss:

On this _____ day of _____, AD. 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared.

PRINT/TYPE NAME☐ to me personally known

or

☐ provided to me on the basis of satisfactory evidence

to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

NOTARY SEAL _____
(Sign in Ink)

(Print/type name)

Notary Public in and for the State of _____

CAPACITY CLAIMED BY SIGNER☐ INDIVIDUAL☐ CORPORATE

Title(s) of Corporate Officers(s):

☐ Corporate Seal N/A☐ Corporate Seal is affixed☐ PARTNER(s)☐ Limited Partnership☐ General Partnership☐ ATTORNEY-IN-FACT☐ EXECUTOR(s),☐ ADMINISTRATOR(s),☐ or TRUSTEE(s):☐ LLC

Member/Manager

☐ GUARDIAN(s)☐ or CONSERVATOR(s)☐ OTHER

Initials

WR#

return to: lad

04/20/2021

Prepared by:

REMS INFORMATION

Agreement ID: UEC2021

Project ID:

EASEMENT

(Electric Line)

KNOW ALL MEN BY THESE PRESENTS, this _____ day of _____, 2021, that MOBERLY HOLDING COMPANY, ITS successors, and assigns, whether one or more and whether an individual, individuals, a corporation, or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of One and No/100ths Dollars (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto UNION ELECTRIC COMPANY D/B/A AMEREN MISSOURI, its successors and assigns (hereinafter "Grantee"), a perpetual Easement with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors to survey, stake, construct, reconstruct, replace, use, operate, maintain, inspect, protect, repair, modify, add to the number of and remove an electric and communication line or lines consisting of poles, guys, anchors, wires, cables, conduits, fixtures, and other appurtenances thereto, including transformers, cabinets, and pedestals, pursuant to the provisions hereof, upon, over, and across the following described land, in Section 23, 24 AND 25, Township 54N, Range 14W, 5TH P.M., RANDOLPH County, Missouri, to-wit:

PART OF SECTION 23 AND 24, TOWNSHIP 54 NORTH, RANGE 14 WEST, LYING SOUTH OF COUNTY ROAD 1325, AS RECORDED IN DEED BOOK 811, PAGE 856 AND DEED BOOK 772, PAGE 582 RANDOLPH COUNTY RECORDER'S OFFICE.

EASEMENT SHALL BE THE NORTH FIFTEEN (15) FEET OF THE ABOVE DESCRIBED TRACT OF LAND THE LOCATION OF WHICH IS FURTHER SHOWN ON THE ATTACHED EXHIBIT "A".

ALSO PART OF SECTION 24 AND 25, TOWNSHIP 54 NORTH, RANGE 14 WEST, AS RECORDED IN DEED BOOK 771, PAGE 622 RANDOLPH COUNTY RECORDER'S OFFICE.

EASEMENT SHALL BE THE NORTH FIFTEEN (15) FEET OF THE ABOVE DESCRIBED TRACT OF LAND, ALSO A FIFTEEN FOOT WIDE STRIP OF LAND THE CEENTERLINE OF WHICH IS DESCRIBED AS BEGINNING ON THE NORTH LINE OF SAID TRACT OF LAND, SAID POINT BEING 25 FEET WEST OF THE EAST LINE OF SAID TRACT OF LAND; THENCE SOUTH RUNNING PARALLEL TO THE EAST LINE OF SAID TRACT TO THE

POINT OF TERMINATION; SAID POINT OF TERMINATION BEING THE SOUTH LINE OF SAID TRACT OF LAND, AS SHOWN ON THE ATTACHED EXHIBIT "A". TOGETHER WITH THE RIGHT TO INSTALL ANCHORS NEAR THE SOUTH LINE OF SAID TRACT OF LAND.

together with all rights and privileges for the exercise and enjoyment of said Easement rights.

Grantor also conveys the right of ingress and egress to and over the above-described Easement area, for all purposes herein stated, together with the right to trim, control the growth, cut and remove, or cause to be removed, at any time and by any means, any and all brush, bushes, saplings, trees, roots, undergrowth, rock, over-hanging branches, and other obstructions upon, over, and under the surface of said Easement area, deemed by Grantee to interfere with the exercise and enjoyment of Grantee's rights hereunder, endanger the safety of said facilities, or in order for Grantee to maintain compliance with the minimum clearance requirements of the National Electric Safety Code.

Grantee shall be responsible for actual damages (except the cutting and trimming of trees and other vegetation) occurring on the herein described property as a result of the construction, operation, maintenance, or repair of Grantee's facilities and shall reimburse the owner thereof for such loss or damages.

Grantor, for itself, its successors, and assigns, does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the above-described land and has the full right and authority to grant this Easement, (2) that Grantee may quietly enjoy the premises for the purposes herein stated, and (3) that Grantor will not create or permit any building or other obstruction or condition of any kind or character that will interfere with the Grantee's exercise and enjoyment of the Easement rights hereinabove conveyed.

The undersigned hereby waive and release any and all homestead and other marital rights they may have pursuant to Missouri law.

This Easement shall be governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the said Grantor has hereunto caused this Easement to be signed this _____ day of _____, 2021.

MOBERLY HOLDING COMPANY

By: _____
Signature

Title: _____

ACKNOWLEDGED AND AGREED TO: JOINT BOARD FOR MANAGEMENT, SALES AND DEVELOPMENT OF INDUSTRIAL LANDS.

BY: _____
JERRY JEFFREY, PRESIDENT

ALL PURPOSE ACKNOWLEDGMENTSTATE OF MISSOURI

COUNTY OF _____) ss:

On this _____ day of _____, AD. 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared.

PRINT/TYPE NAME☐ to me personally known

or

☐ provided to me on the basis of satisfactory evidence

to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

NOTARY SEAL _____
(Sign in Ink)

(Print/type name)

Notary Public in and for the State of _____

CAPACITY CLAIMED BY SIGNER☐ INDIVIDUAL☐ CORPORATE

Title(s) of Corporate Officers(s):

☐ Corporate Seal N/A☐ Corporate Seal is affixed☐ PARTNER(s)☐ Limited Partnership☐ General Partnership☐ ATTORNEY-IN-FACT☐ EXECUTOR(s),☐ ADMINISTRATOR(s),☐ or TRUSTEE(s):☐ LLC

Member/Manager

☐ GUARDIAN(s)☐ or CONSERVATOR(s)☐ OTHER

Initials

WR#

return to: lad

04/20/2021

Prepared by:

LEGEND

Existing Pole ○

Remove Pole ✕

New Pole ●

Replace Pole ✕

Existing Down Guy →

Remove Down Guy ↗↘

New Down Guy →

Replace Down Guy ↗↘

New Span Guy ↔

Replace Span Guy ↗↘

Existing Road Right of Way —

Proposed Easement —

EXHIBIT "A"



Easement Exhibit Overall View - Moberly, Missouri





County Road 1325

15' proposed easement

City of Moberly



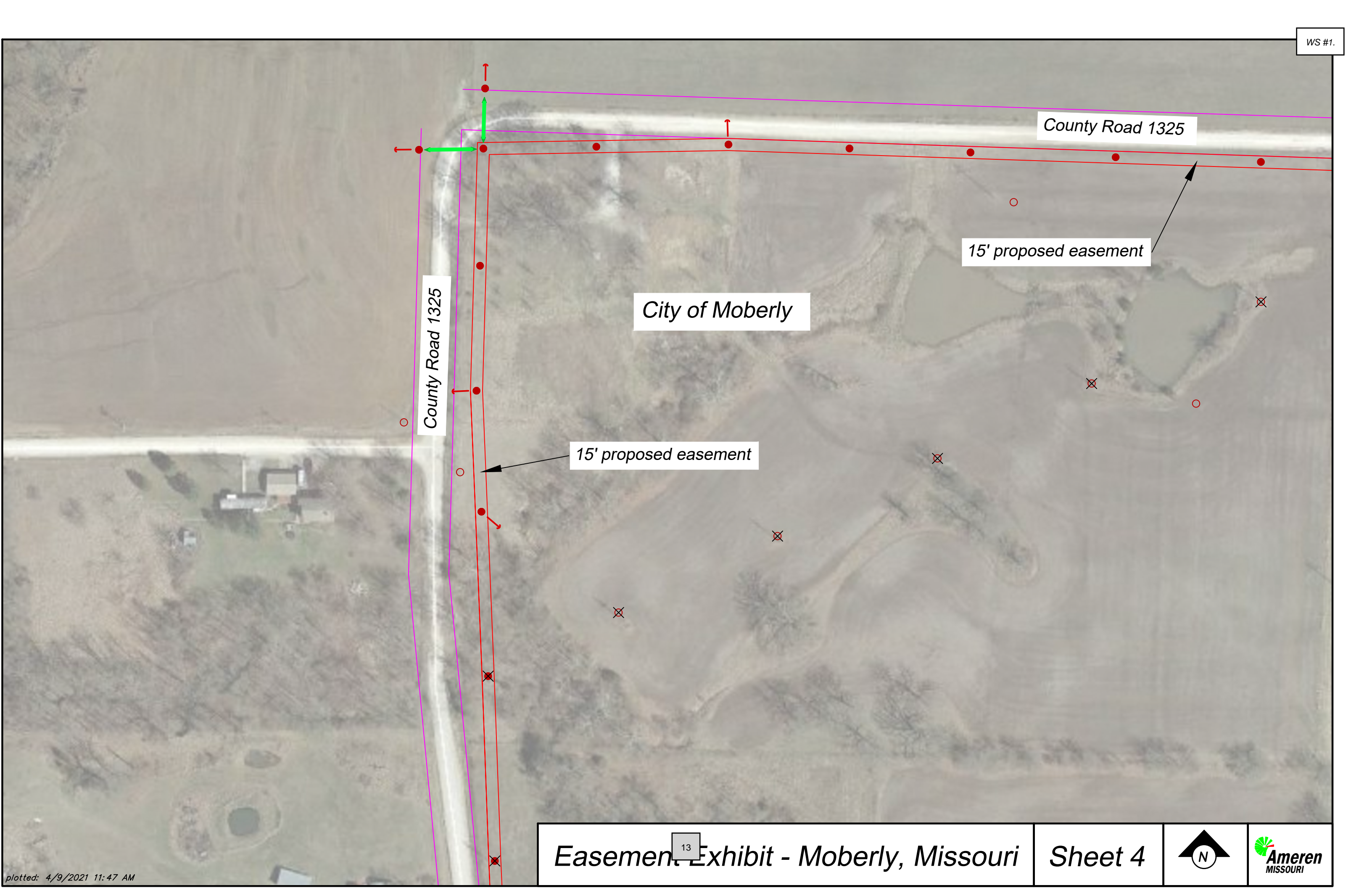


15' proposed easement

County Road 1325

City of Moberly





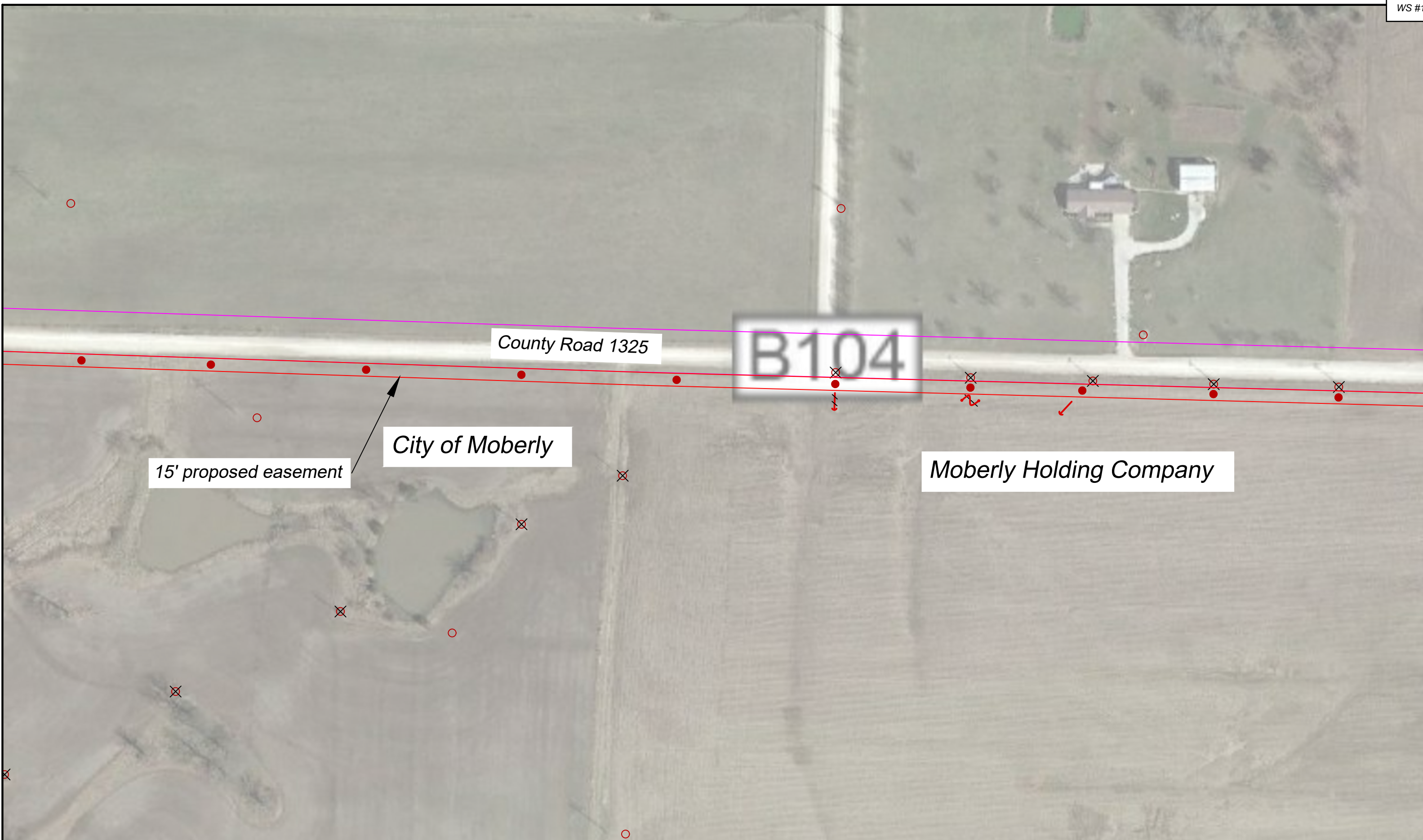
City of Moberly

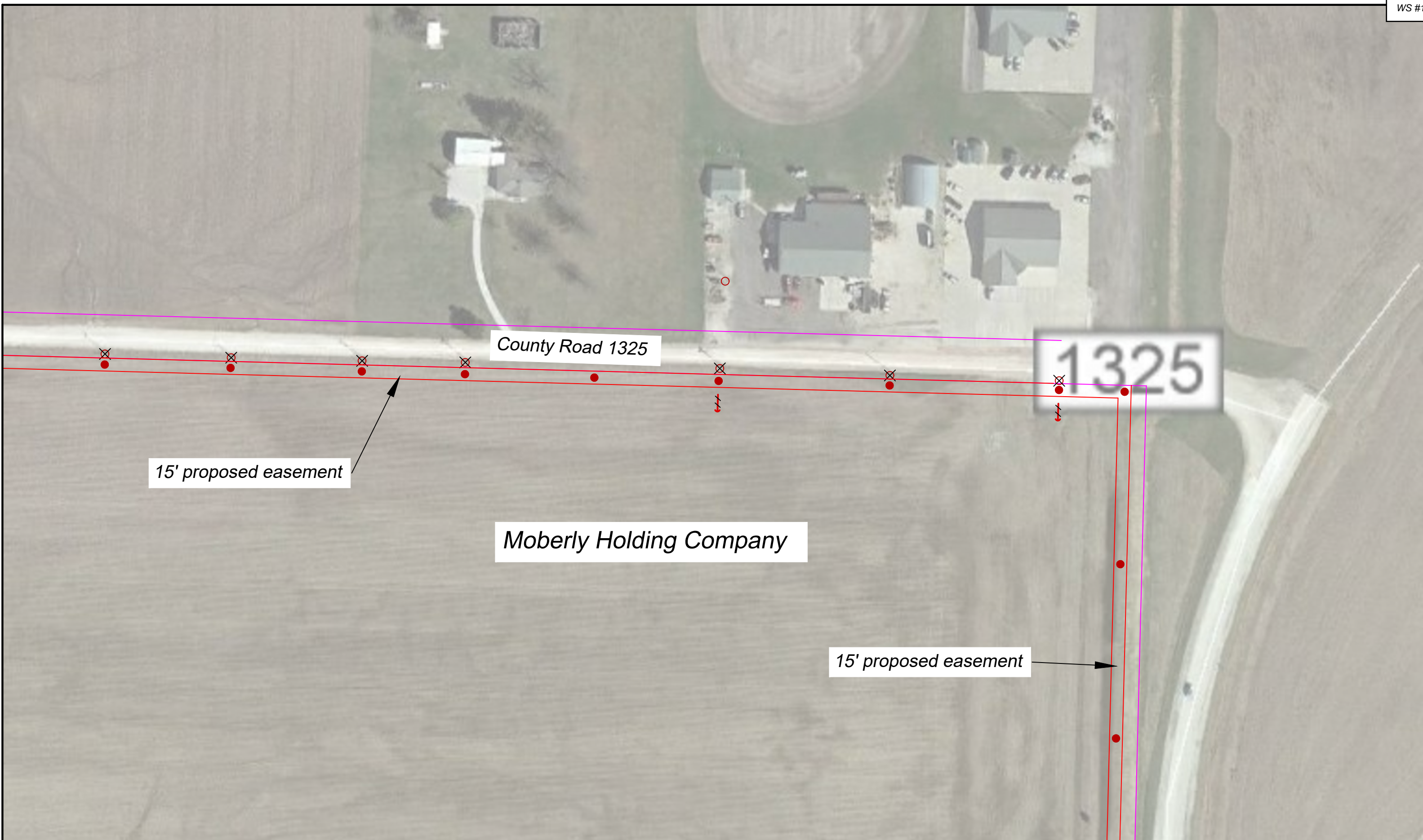
County Road 1325

15' proposed easement

County Road 1325

15' proposed easement





County Road 1325

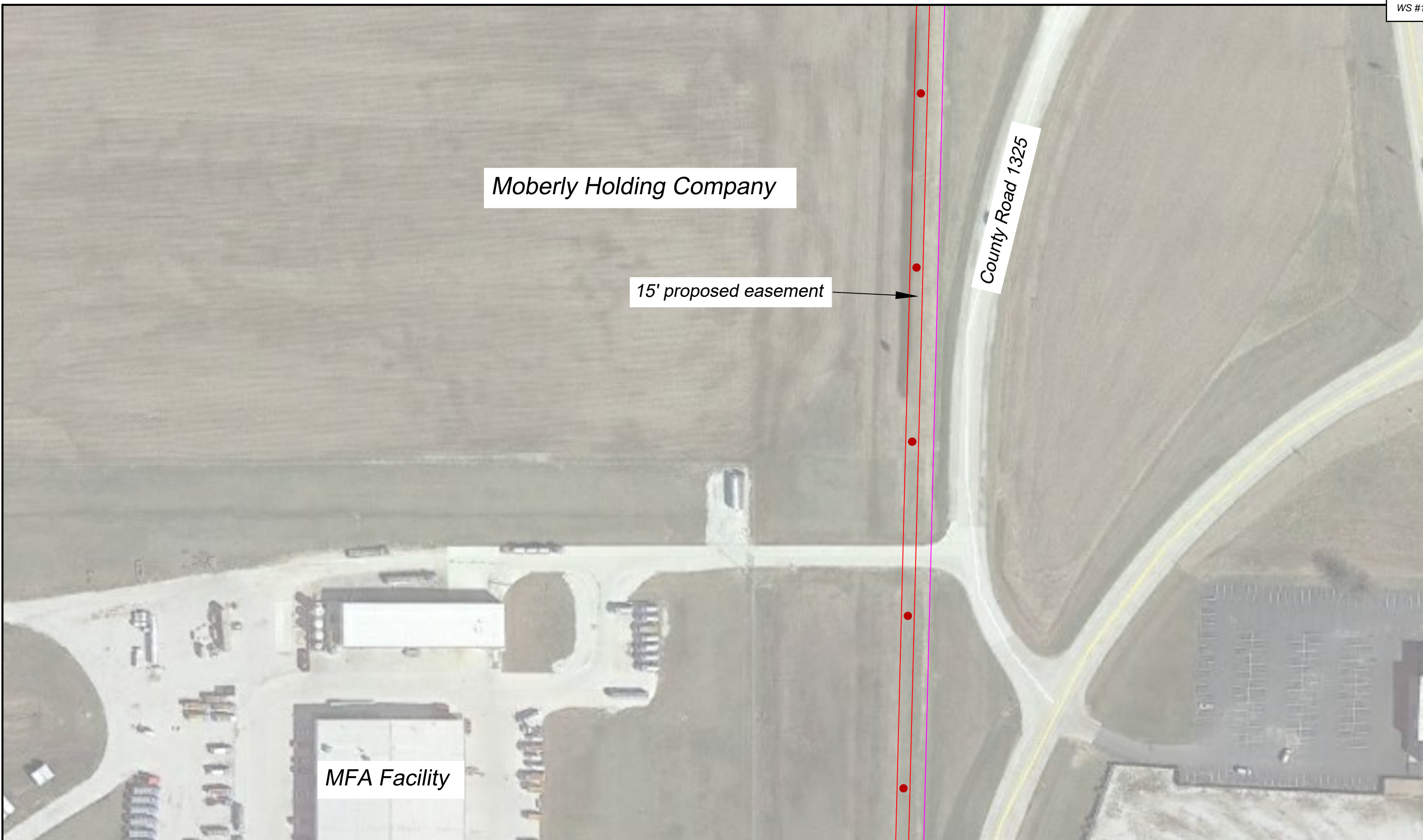
1325

15' proposed easement

Moberly Holding Company

15' proposed easement

15



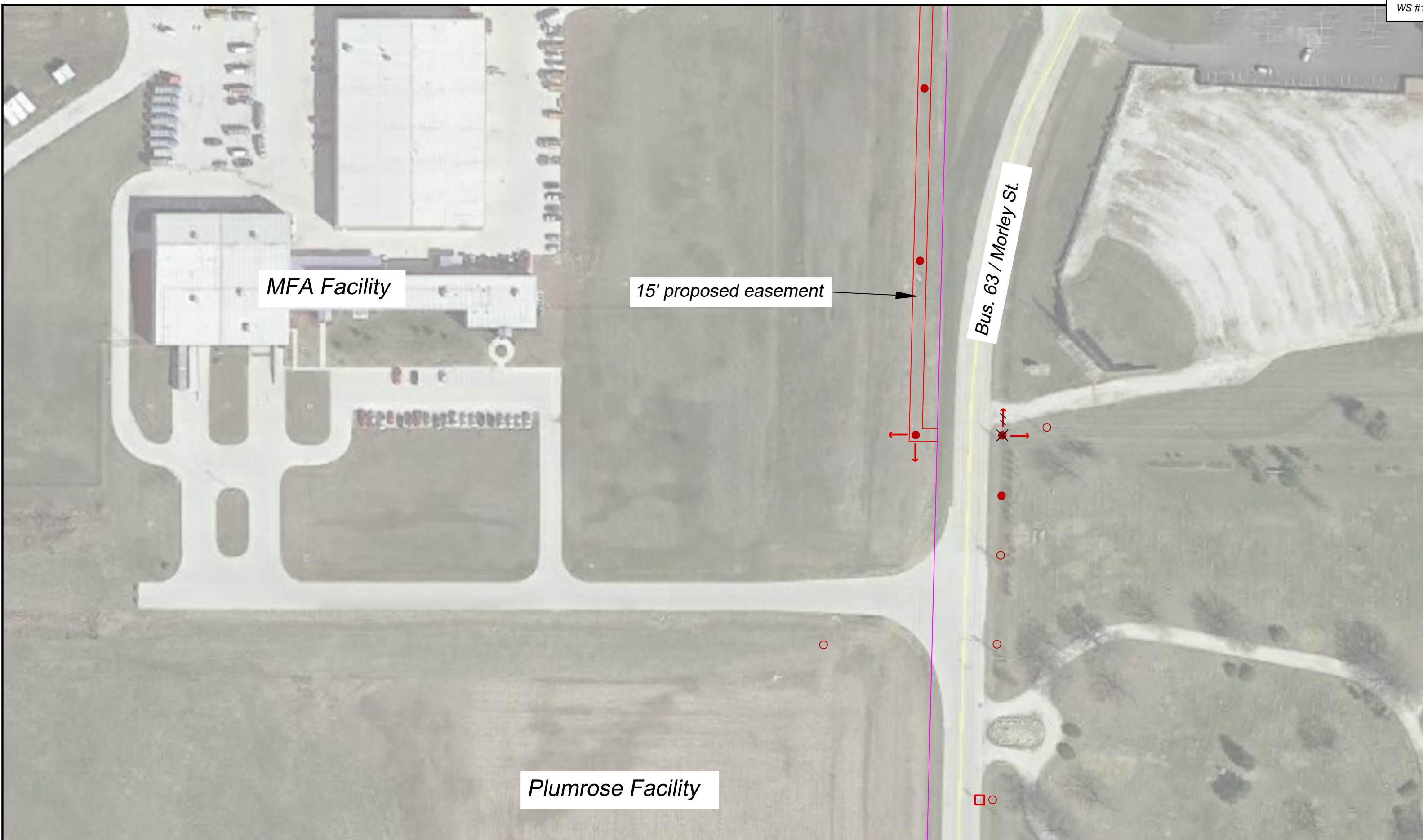
Moberly Holding Company

15' proposed easement

County Road 1325

MFA Facility





City of Moberly

City Council Agenda Summary

Agenda Number: WS #2.

Department: Administration

Date: May 3, 2021

Agenda Item: An Ordinance adopting Sec 2-68 and Sec 2-69 relating to council meetings order of business and consent agendas, respectively.

Summary: The City code does not have provisions for directing the City Manager to prepare an Agenda, the order of business on the agenda for public meetings or providing for a Consent Agenda. The proposed ordinance gives responsibility to the city manager to prepare an agenda and a list of items for an order of business on the agenda.

The ordinance also allows for the use of a Consent Agenda. Such agendas are a common practice by which administrative and non-controversial business authorized by resolution may be resolved in short order. Matters such as liquor license renewals, contracts and approval of reports can be grouped together and passed with one non-roll call vote instead of being voted on individually. Council members have the opportunity to remove an item from the consent agenda to be discussed and/or voted on separately.

Recommended Action: To authorize approval of this ordinance at the May 17, 2021 city council meeting.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call Aye Nay

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Davis** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

BILL NO: _____

ORDINANCE NO: _____

AN ORDINANCE AMENDING ARTICLE II, DIVISION 2 OF THE CITY CODE BY ADOPTING SECTION 2-68 RELATING TO ORDER OF BUSINESS AND ADOPTING SECTION 2-69 RELATING TO AGENDA PREPARATION.

Whereas, the city code does not provide for the Order of Business for conducting council meetings nor does it provide for the use of a Consent Agenda for conducting the regular business of the council; and

Whereas, city staff recommends that the council adopt an ordinance to provide for the Order of Business at city council meetings to ensure consistent and orderly public meetings and to provide for the use of a Consent Agenda in order to expedite the business of the council; and

Whereas, the Moberly City Council hereby adopts the recommendations of the city staff as follows.

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

SECTION ONE: Article II, Section 2-68 is hereby adopted to read as follows:

Sec. 2-68.- Order of Business.

The order of business of the council unless otherwise determined, shall be as follows:

- (1) Introductory Items
 - a. Pledge of Allegiance
 - b. Roll Call
 - c. Approval of previous minutes
 - d. Approval and adjustment of Agenda
 - e. Finalization of Consent Agenda. Council to indicate any items on which comment is requested or items removed.
- (2) Special Items
 - a. Election Results
 - b. Oath of Office
 - c. Election of Mayor and Chairperson Pro Tem
- (3) Public Hearings and Receipt of Bids
- (4) Recognition of Visitors
- (5) Communications, Requests and Informational Items
- (6) Ordinances
- (7) Consent Agenda
- (8) Resolutions not on the Consent Agenda
- (9) Public Comment
- (10) Official Reports
- (11) Anything Else to Come Before the Counsel
- (12) Work Session Agenda

SECTION TWO: Article II, Section 2-69 is hereby adopted to read as follows:

Sec. 2-69.- Agenda preparation.

(a) The City Manager shall prepare the Agenda for council meetings in accordance with the provisions of this chapter relating to the order of business.

(b) The City Manager, at his discretion, may place any item of business on a Consent Agenda, provided the item does not involve any advertised public hearing and as to which no request has been made by a city council member to discuss the matter. An item of business placed on the Consent Agenda may be removed at anytime prior to the finalization of the Consent Agenda as provided in section 2-68 of this chapter. An item of business shall be removed from the Consent Agenda if a request is made by a council member to speak or have discussion on the matter. Items of business on the Consent Agenda shall be voted upon by the council in its entirety and shall not be taken up for consideration as separate matters.

(c) A vote by a council member for adoption of the Consent Agenda shall mean the council member has requested their vote be recorded as an aye vote for each separate item on the Consent Agenda and shall be recorded as such. A vote against adoption of the Consent Agenda shall be recorded as a nay vote on each item placed on the Consent Agenda and shall be recorded as such. Provided, however, a city council member when casting an aye or nay vote may specifically exclude from such vote for approval or disapproval of a specific item on the agenda, and in such event the city clerk shall record the exceptions accordingly.

SECTION THREE: This Ordinance shall take effect immediately upon passage by the Moberly City Council.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 17th day of May, 2021.

Presiding Officer at Meeting

ATTEST:

City Clerk

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #3.

Department: Police

Date: May 3, 2021

Agenda Item: A request from Moberly Chamber of Commerce to have street closures that prohibits parking and lifting of public consumption ordinance for 2021 Junk Junktion and Gus Macker street basketball tournament on September 25-26, 2021.

Summary: The Moberly Chamber of Commerce requests permission to close the 200, 300, 400, and 500 blocks of W Reed Street and the 100 and 200 block of N 4th Street on September 25 from 5:00am to 7:00pm to hold the 2021 Junk Junktion Vintage Market. They also request parking be prohibited in this area on September 25 from 5:00am to 7:00pm.

Closure of the 100 and 200 blocks of N Williams Street, and the following municipal parking lots. Parking lot west of the Municipal Auditorium, Depot Park parking lot and the City Hall parking lot north of City Hall, from Friday September 24th at 5:00pm to Sunday September 26th at 8:00pm for the Gus Macker street basketball tournament and prohibit parking on the 100 and 200 blocks of N Williams and the above listed parking lots.

Lift ordinance 6-5, public consumption of alcoholic beverages, beginning on Saturday 25, 2021 from 9:00am to 5:00pm for the streets, sidewalks and parking lots of the following areas, 200, 300, 400 and 500 block of W Reed Street. The 100 and 200 blocks of N 4th Street, the 100 block of N Williams Street and the municipal parking lot west of the Municipal Auditorium during the Junk Junktion and Gus Macker for event participants using designated cups/glassware and identifying wristbands. Alcoholic Vendors will only be the restaurants in the Depot District with a liquor license.

Recommended Action Direct staff to bring the May 17th Council Meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: 0

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



Moberly Area Chamber of Commerce
211 West Reed Street | Moberly, MO 65270
phone 660.263.6070 | fax 660.263.9443
www.MoberlyChamber.com

April 8, 2021

To: City of Moberly

RE: Junk Junktion & Gus Macker – Saturday, September 25, 2021 & Sunday, September 26, 2021

Moberly Area Chamber of Commerce would like to request the following:

1. Permission to hold:
 - The Gus Macker Basketball Tournament on North Williams from Rollins to Coates Street and the parking lot directly West of the Moberly Municipal Auditorium, the Depot Park parking lot, the Moberly Municipal parking lot and city office's parking lot on Saturday, September 25th and Sunday, September 26th.
 - Junk Junktion Vintage Vendor Market on the 200, 300, 400 & 500 blocks of Reed Street, the 200, 300, 400 and 500 blocks and on 4th Street from Rollins to Coates Street on Saturday, September 25, 2021.
2. Permission to close
 - The 200, 300, 400 & 500 blocks of Reed Street and 4th Street from Rollins to Coates Street from 5:00am to 7:00 pm to hold Junk Junktion
 - Permission to close North Williams from Rollins to Coates Street, the parking lot directly West of the Moberly Municipal Auditorium, the Depot Park parking lot, the Moberly Municipal parking lot and city office's parking lot on Friday, September 24th from 5:00pm to Sunday, September 26th to 8:00pm for Gus Macker
3. Permission to prohibit parking
 - In the 200, 300, 400 & 500 blocks of Reed Street and on 4th Street from Rollins to Coates Street from 5:00am to 7:00 pm on Saturday, September 25th
 - Permission to prohibit parking on North Williams from Rollins to Coates Street, the parking lot directly West of the Moberly Municipal Auditorium, the Depot Park parking lot, the Moberly Municipal parking lot and city office's parking lot on September 24th from 5:00pm to Sunday, September 26th to 8:00pm
4. Public consumption ordinance to be lifted on Saturday, September 25, 2021 from 9am-5pm.
 - On the 200, 300, 400 & 500 blocks of Reed Street, on 4th Street from Rollins to Coates Street, on North Williams from Rollins to Coates and in the parking lot directly West of the Moberly Municipal Auditorium (in the street and on the sidewalks) during Junk Junktion & Gus Macker for event participants using designated glassware and identifying wristbands. Alcoholic vendors will only be the restaurants in the Depot District with a liquor license.
5. Permission to hang a Junk Junktion Banner on the Pedestrian Bridge over Rollins Street.

This event was established in 2018 to enhance MHS Homecoming weekend. In addition to giving out of town Homecoming attendees an activity to do it is now the largest tourism event in Moberly. Additionally, it not only supports our businesses in the Depot District, but our businesses in town. In 2020, 91 zip codes were received from 45 different counties in five different state and three countries with an estimate of around 4,000 people in attendance.

Vendors will again set up in the street to sell their items in the 200, 300, 400 and 500 blocks of Reed Street and the car show will be held on 4th Street from Rollins to Coates Street. Many out of towners do not know that 4th Street is a one-way street, so we are planning on closing this street for safety reasons and to use as the car show event zone.

NEW THIS YEAR. We will be adding a nationally known 3-on-3 basketball tournament. This event will be a Saturday and Sunday event. It will bring around 4,000-7,000 people depending on how many teams participate. This event will fill our hotels, increase traffic in our community for the weekend and bring a different demographic to Moberly. We know that combining Junk Junktion and Gus Macker will make for a great weekend, encouraging people to "Come Home to Moberly".

What is labeled as Area 1 will be used as the first priority for Gus Macker. Area 2 we are just requesting as a backup in case we have an overwhelming number of teams sign up. We keep all city staff informed as the date to this event approaches if we need this space or not.

We will space vendors further apart, have hand sanitizer stations and provide masks if the COVID-19 pandemic is still prevalent. Downtown merchants will each be notified of the event and the road closure and they will be encouraged to have a free booth space in the street to enhance their sales. This event was very well received by Downtown merchants the past few years and the majority had a substantial increase in sales. Restaurants and shops outside of the Depot District will also be notified as it increases their business as well.

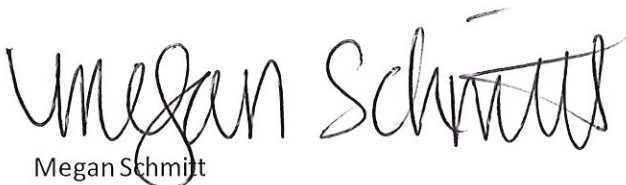
In 2019 and 2020 we imitated the Taste of Missouri Wine Stroll by requesting enforcement of the ordinances regarding the open container and consumption of alcohol be lifted temporarily in Downtown Moberly. This worked exceptionally well last year having zero (0) reported incidents according to the Moberly Police Department. Attendees will again be able to purchase alcoholic beverages from licensed alcohol vendors and participating restaurants in the 200, 300, 400 and 500 blocks of both Reed and Coates and "sip and shop" during the event in the street and on the sidewalks.

The alcohol vendors will card participants and provide a designated armband to those approved to drink alcohol during the event. We will carry liability insurance for this event. The alcohol vendors will provide designated cups to be used within the specified areas.

If the City of Moberly (or a specific department) would prefer adjustments to this request the event planning committee is open to that feedback. If any specific department has additional questions or would like to meet directly with the planning committee, please contact Megan Schmitt by email director@moberly.com or phone 660.263.6070. Please keep us informed about the process to complete this request.

Thank you for your time and consideration.

Sincerely,



Megan Schmitt
Executive Director – Moberly Area Chamber of Commerce



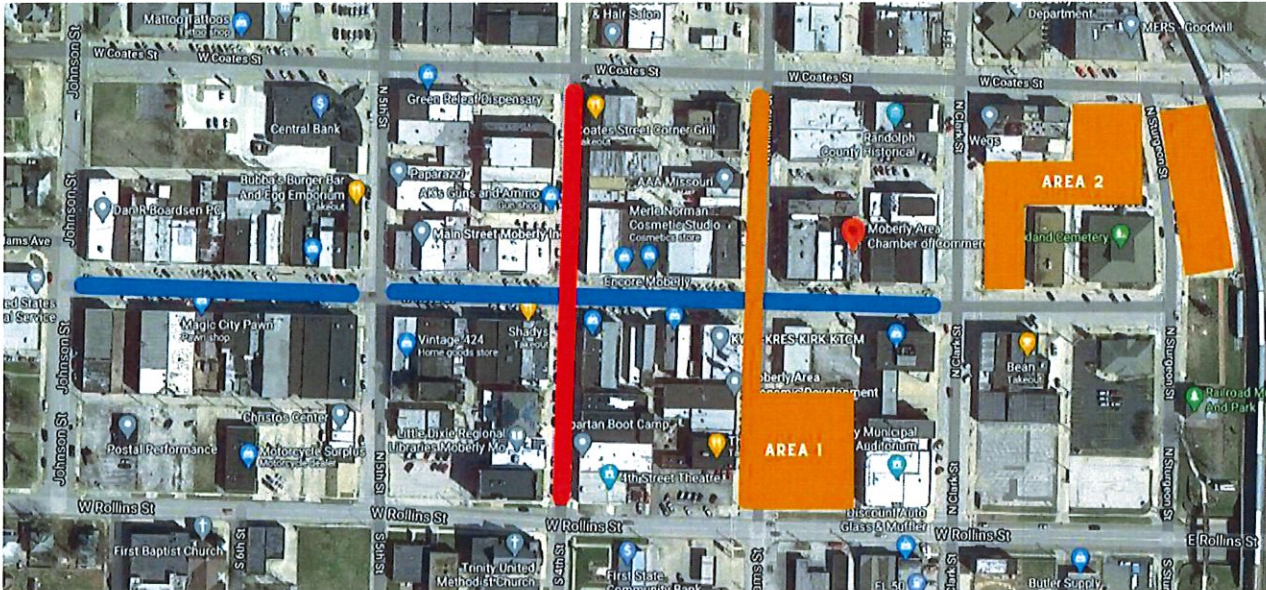
Moberly Area Chamber of Commerce
211 West Reed Street | Moberly, MO 65270
phone 660.263.6070 | fax 660.263.9443
www.MoberlyChamber.com

Map of the Event Zone:

**JUNK JUNKION
VENDORS**

CAR SHOW

**BASKETBALL
TOURNAMENT**



City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #4.

Department: Comm. Dev.

Date: May 3, 2021

Agenda Item: An application submitted by Haynes Property requesting a zoning change from a B-3 (General Business District) to an R-2 (Two Family Residential District) for the property located at 301 E McKinsey Street.

Summary: The Planning & Zoning Commission recommended approval for the request of the re-zoning of 301 E McKinsey St.

Recommended Action: Direct staff to bring forward to the May 17, 2021 regular City Council meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input 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___ **Davis**

___ ___

M___ S___ **Kyser**

___ ___

Passed Failed

CITY OF MOBERLY, MISSOURI REZONING APPLICATION

Return Form to:

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

For Office Use Only

Deposit: pd
Date Advertised: 4/10/21
Date Notices Sent: 4/7/21
Public Hearing Date: 4/26/21

APPLICANT INFORMATION:

Applicant: Joe Haynes Phone: 513-356-4657
Address: 11035 Audrain Rd 946, Centralia Zip: 65240
Owner: Joe Haynes, Haynes Property Phone: _____
Address: _____ Zip: _____

PROPERTY INFORMATION:

Street Address or General Location of Property: 301 E McKinsey
Property is Located In (Legal Description): Lot

Present Zoning Commercial Requested Zoning: Residential Acreage: _____

Present Use of Property: Empty lot

Character of the Neighborhood: _____

SURROUNDING LAND USE AND ZONING:

	<u>Land Use</u>	<u>Zoning</u>
North	_____	<u>residential</u>
South	<u>Armory</u>	_____
East	_____	<u>residential</u>
West	<u>Morley St.</u>	_____

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would the proposed change create a small, isolated district unrelated to surrounding districts?
 Yes _____ No X

If yes, explain: _____

2. Are there substantial reasons why the property cannot be used in accordance with existing zoning?
 Yes X No _____

If yes, explain: _____

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

Yes X No _____

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

Yes X No _____

TRAFFIC CONDITIONS:

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

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

Street Name	Classification	Right-of-Way Width
_____	_____	_____
_____	_____	_____
_____	_____	_____

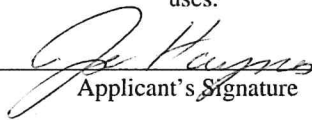
3. Will turning movements caused by the proposed use create an undue traffic hazard?
 Yes _____ No X

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

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

UNIQUE CHARACTERISTICS OF PROPERTY AND ADDITIONAL COMMENTS:**THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:**

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


Applicant's Signature

2-18-21
Date

City of *Moberly!*

Memorandum

To: Planning and Zoning Commission

From: Planning Staff

Subject: AGENDA ITEM # 1

Meeting: April 26, 2021

Public Hearing to consider:

Public Hearing for an application submitted by Joe Haynes who is requesting the rezoning of 301 E. McKinsey from a B-3 (General Business District) to an R-2 (Two-family Residential District)

COMMENTS:

The parcel of land is located on the Northeast corner of E. McKinsey and S. Morley with frontage along E. McKinsey St. (50') and S. Morley St. (162') with a total of 8,100 square feet. The property is bordered on the North and East with residential properties R-2 (Two-Family Residential District) and to the West and South with commercial properties B-3 (General Business District).

The proposed plan is to remodel the adjoining residential structure. Then the two properties will go through a lot split, running East to West creating a new residential lot facing Horsley Street. This would create two conforming lots 90' X 77' with 6930 square feet per lot. Which would allow for two (2) single family residences.

The existing lot is not large enough to develop with setbacks for a commercial lot on the corner and bordering a residential zone.

The Future land use map of the City comprehensive plan shows this parcel as business (General Commercial District), surrounded by residential (Two-Family Residential District).

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

Submitted by
Rick Ridgway

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

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

For Office Use Only:

Date of Action: April 26, 2021



Action: APPROVAL

ON APRIL 26, 20 21, THE CITY OF MOBERLY PLANNING AND ZONING COMMISSION AT ITS REGULAR MEETING, RECOMMENDED APPROVAL (ACTION: APPROVAL, CONDITIONAL APPROVAL, DENIAL) OF A RE-ZONING REQUEST FROM A(N) B-3 TO A (N) R-2 (ZONE) TO BE LOCATED AT 301 E. MCKINSEY STREET, MOBERLY, MISSOURI. (ADDRESS OR LOCATION).

THE CITY COUNCIL WILL CONSIDER THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AT THE MAY 3, 20 21 MEETING OF THE MOBERLY CITY COUNCIL.

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

CONDITIONS (IF ANY): _____


CHAIRPERSON CONNIE ASBURY

ZONING ADMINISTRATOR

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #5.

Department: Comm. Dev.

Date: May 3, 2021

Agenda Item: An application submitted by Melissa Anderson for a conditional use permit for a proposed RV storage and outdoor activity space for the property located at 1150 S Morley St.

Summary: The Planning & Zoning Commission recommended approval for the request of the conditional use permit.

Recommended Action: Bring forward to the May 17, 2021 regular City Council meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input 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___ Davis

M___ S___ Kyser

Passed Failed

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

Article 11 – Conditional Uses

CITY OF MOBERLY
CONDITIONAL USE PERMIT APPLICATIONReturn Form To:

Community Development Director
City of Moberly
101 West Reed Street
Moberly, MO 65270-1551
(660) 263-4420
(660) 263-9398 (fax)

For Office Use Only

Case ID: _____
Filing Fee: _____
Date Filed: _____
Date Advertised: _____
Date Notices Sent: _____
Public Hearing Date: _____

APPLICANT INFORMATION:

Applicant: Game Board Properties LLC Phone: 573-999-9603
Address: 1220 N Morley St Moberly Zip: 65270
Owner: Melissa Anderson Phone: 573-999-9603
Address: 1220 N Morley St Zip: 65270

PROPERTY INFORMATION:

Location of Property: 1150 S Morley St Moberly
Legal Description: Sec 12 Town 53 range 19

Present Zoning Classification: B-3 Acreage: 1.7
Present Use of Property: offices / vacant

Proposed Land Use Activity: Vehicle Storage, office, Dance Studio (discussion)

Article, Section and sub-section (if applicable) allowing for said conditional use to be applied for: 46-118 Use Standards

Does the proposed site plan meet the following criteria? If yes, attach a separate sheet explaining why (To be completed by the applicant).		Yes	No
1.	Does the proposal conform with the provisions of the City's Zoning regulations?	<input checked="" type="checkbox"/>	
2.	Will the development be compatible with the surrounding area?	<input checked="" type="checkbox"/>	
3.	Does the proposal conform with the provisions of the City's Subdivision Regulations?	<input checked="" type="checkbox"/>	
4.	Does the proposal conform to the goals, objectives and policies of the Comprehensive Plan?	<input checked="" type="checkbox"/>	
5.	Does the proposal conform with the customary engineering standards used in the City?	<input checked="" type="checkbox"/>	
6.	Are the streets, paths, walkways, and driveways located such that they enhance safety and minimize any adverse traffic impact on the surrounding area?	<input checked="" type="checkbox"/>	
7.	Have the proposed buildings, structures, walkways, roads, driveways, open space (if any), and parking lots been located to preserve existing off-site views and create desirable on-site views, conserve natural resources and amenities including prime agricultural land, minimize any adverse flood impact, ensure that proposed structures are located on suitable soils, minimize any adverse environmental impact, and minimize any present or future cost to the City and private providers of utilities in order to adequately provide public utility services to the site.	<input checked="" type="checkbox"/>	

ATTACHMENTS REQUIRED:

- A. Site Plan Review Checklist
- B. 10 copies of site plan



Applicant's Signature



Date

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

Article 11 – Conditional Uses

ADJACENT ZONING AND LAND USE:

	<u>Land Use</u>	<u>Zoning</u>
North	<u>Business</u>	<u>B-3</u>
South	<u>Residential</u>	<u>M-P</u>
East	<u>Residential</u>	<u>R-1</u>
West	<u>Doctor's Park offices</u>	<u>B-3</u>


Should this conditional use be valid only for a specific time period? Yes _____ No ☒

If Yes, what length of time? _____


DOES THE PROPOSED CONDITIONAL USE MEET THE FOLLOWING STANDARDS? IF YES, ATTACH A SEPARATE SHEET EXPLAINING WHY.	Yes	No
Does the proposed conditional use complies with all applicable provisions of the regulations, including intensity of use regulations, yard regulations and use limitations?	<input checked="" type="checkbox"/>	
Does the proposed conditional use at the specified location will not adversely affect the welfare or convenience of the public?	<input checked="" type="checkbox"/>	
Does the proposed conditional use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located?	<input checked="" type="checkbox"/>	
Does the location and size of the conditional use, the nature and intensity of the operation involved or conducted in connection with it, and the location of the site with respect to streets giving access to it have been planned so that the conditional use will not dominate the immediate neighborhood so as to hinder development and use of neighboring property in accordance with the applicable zoning district regulations?	<input checked="" type="checkbox"/>	
Off-street parking and loading areas will be provided in accordance with the standards set forth in the zoning regulations, and such areas will be screened from adjoining residential uses and located so as to protect such residential uses from any injurious effect?	<input checked="" type="checkbox"/>	
Adequate utility, drainage, and other such necessary facilities will be provided?	<input checked="" type="checkbox"/>	
Adequate access roads or entrance and exit drives will be provided and designed to prevent traffic hazards and to minimize traffic congestion in public streets and alleys?	<input checked="" type="checkbox"/>	
Adjoining properties and the general public will be adequately protected from any hazardous or toxic materials, hazardous manufacturing processes, obnoxious odors or unnecessarily intrusive noises?	<input checked="" type="checkbox"/>	

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL***Article 11 – Conditional Uses*****ATTACHMENTS REQUIRED:**

1. A site plan as specified in Section of the Zoning Regulations as well as any other information which would be helpful to the Planning and Zoning Commission in consideration of the application.
2. List of property owners located within 185 feet of the property.



Applicant's Signature



Date

City of *Moberly!*

Memorandum

To: *Planning and Zoning Commission*

From: *Planning Staff*

Subject: *AGENDA ITEM NO. 4*

Meeting: *April 26, 2021*

Public Hearing to consider:

Public Hearing for a request submitted by Jimmy O'Loughlin on behalf of Melissa Anderson (Game Board Properties) for a conditional use permit and a site plan review for a proposed large vehicle storage lot and outdoor activity space for the property located at 1150 S Morley St the property is currently zoned B-3 (General Commercial District).

COMMENTS:

The proposed site is bordered by B-3 General Commercial District on the North and West by general commercial properties, it is bordered by R-1 Single Family to the East and M-P Mobile Home Park to the South. and consist of approximately 1.7 acres.

The applicant is proposing to use the rear existing parking lot for storage lot for large recreational vehicles and trailers. The driveway and parking areas are currently hard surface and will have restricted access installed for the storage portion of the lot. The east and south borders will require fencing adjacent to residential properties. The dumpster is to be located behind the building out of public view and will be located to the east of the building. Lighting to be existing parking lot lights and exterior wall sconces around the perimeter of building. Signage will include a wall sign and if desired a future monument sign out along Morley which will have to meet City regulations at the time it is installed. Sidewalks will be discussed and either installed or a fee in lieu of to waive install requirement.

Stormwater control will have to meet City requirements and be approved thru City utilities.

City Staff review: Staff recommends accepting as presented.

The Future land use map shows this property as commercial use.

A site plan, when approved by Planning & Zoning Commission **will not require the additional approval of the City Council.**

Submitted by
Aaron Decker

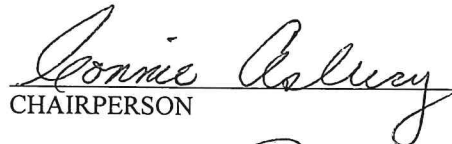
**CITY OF MOBERLY, MISSOURI
CONDITIONAL USE PERMIT
REASONS FOR DETERMINATION**

ON APRIL 26, 2021, THE CITY OF MOBERLY PLANNING AND ZONING COMMISSION AT ITS REGULAR MEETING, RECOMMENDED APPROVAL (ACTION: APPROVAL, CONDITIONAL APPROVAL, DENIAL) OF A CONDITIONAL USE PERMIT FOR A(N) PROPOSED OUTDOOR BOAT AND RV STORAGE, OFFICE SPACE AND PAINTBALL/AIRSOFT FIELD TO BE LOCATED AT 1150 SOUTH MORLEY STREET, MOBERLY, MO (ADDRESS OR LOCATION).

THE CITY COUNCIL WILL CONSIDER THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AT THE MAY 3, 20 21 MEETING OF THE MOBERLY CITY COUNCIL.

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

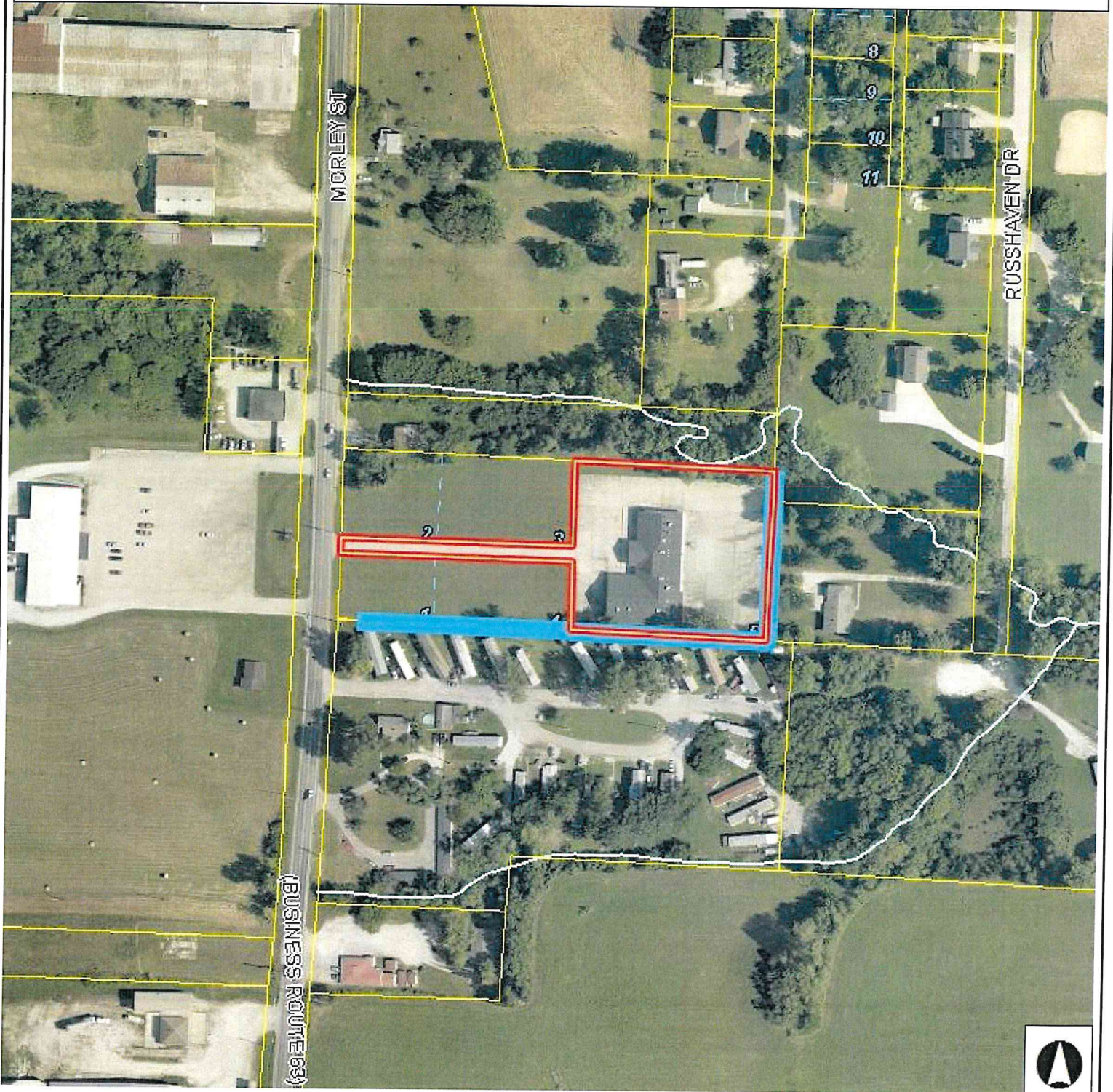
CONDITIONS (IF ANY): The storage area with the 10' fence was the only item approved at this time. Attached is a diagram of the approved area to be fenced.


CHAIRPERSON


ZONING ADMINISTRATOR

Moberly, MO

WS #5.



Legend

- Roads
- Corporate Limit
- Parcel
- Original Lot
- Stream
- Subdivision
- Lots

Notes

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

400.0 0 200.00 40 38

City of Moberly

City Council Agenda Summary

Agenda Number: _____
 Department: Fire Dept
 Date: May 3, 2021

WS #6.

Agenda Item: A Resolution Appointing Donald Ryan As Emergency Management Director Of The City Of Moberly, Missouri.

Summary: In March 2019 Chief Albert was appointed at Emergency Management Director for the City of Moberly. This appointment allows for signing the attached document to provide the City with an Emergency Management Director and enable the City to apply for grant funding to improve the Safety of the community during a disaster. Staff recommends approval of agreement.

Recommended

Action: Direct staff to bring to the May 17th Council meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: \$0

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Davis** _____

M___ S___ **Kyser** _____

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPOINTING DONALD RYAN AS EMERGENCY MANAGEMENT DIRECTOR OF THE CITY OF MOBERLY, MISSOURI.

WHEREAS, George Albert has resigned his employment with the City of Moberly including his position as Emergency Management Director; and

WHEREAS, Moberly Fire Chief, Donald Ryan is willing and able to serve as the City's Emergency Management Director; and

WHEREAS, the City must advise the State Emergency Management Agency of the name of the person serving as the City Emergency Management Director by way of a Letter of Appointment.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby appoints Donald Ryan as the Emergency Management Director and further authorizes the Mayor to execute the Letter of Appointment notifying the State Emergency Management Agency of said appointment.

RESOLVED this 3rd day of May, 2021, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk

State Emergency Management Agency
Response Division
Watch Center Operations

SEMA EMD Letter of Appointment

PLEASE MAIL TO:

Director
State Emergency Management Agency
P.O. Box 116
Jefferson City, Missouri 65102Please be advised that: (circle) Ms. Mr Donald Ryan has been appointed as Emergency Management Director for:County RandolphCity MoberlyEffective Date May 3, 2021County the City is in RandolphRegional Coordinator Jeff Atton

(PLEASE PRINT)

Mailing address and contact information of the new director is:

Name:

Donald Ryan

Address:

310 N. ClarkMoberly, MO 65270

Email Address:

RyanD@moberlyfd.com

SEMA has my permission to release my email address to other state/federal agencies: (circle) YES / NO

Business Phone:

660-269-7635

Home Phone:

—

Fax Number:

660-263-8540

Pager/Mobile phone:

660-353-0368

SEMA has my permission to release my cellular phone number to other state/federal agencies: (circle) YES / NO

Printed Name of Elected Official:

Jerry Jeffrey

Address of Elected Official:

101 W Reed StMoberly, MO 65270

SIGNATURE of Elected Official:

Presiding Commissioner (county):

Or

Mayor (city):

Mayor, City of Moberly, MO

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: City Clerk
Date: May 3, 2021

Agenda Item: Public Hearing

Summary: 2021 Proposed Property Tax Rates

Recommended

Action: Hold the Public Hearing on 05-17-2021.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Davis** _____

M___ S___ **Kyser** _____

Passed Failed

Notice of Public Hearing

A Public Hearing will be held at 6:00 p.m. May 17, 2021 in the City Courtroom at City Hall, 101 West Reed Street at which time citizens may be heard on the property tax rates proposed to be set by the City of Moberly, a political subdivision. The tax rate shall be set to produce the revenue which the budget for Fiscal Year 2021-2022 shows to be required from the property tax.

Each tax rate is determined by dividing the amount of revenue required by the current assessed valuation. The result is multiplied by 100 so the tax rate will be expressed in cents per \$100 valuation.

<u>ASSESSED VALUATION</u>	<u>2020</u>	<u>Est. 2021</u>
Real Estate	116,495,630.00	116,794,440.00
Personal	<u>40,342,987.00</u>	<u>42,303,956.00</u>
	156,838,617.00	159,098,396.00

<u>STATE ASSESSED</u>		
Real Estate	5,986,904.00	6,382,731.00
Personal	<u>970,707.00</u>	<u>1,128,972.00</u>
	6,957,611.00	7,511,703.00

TOTAL ASSESSED	163,796,228.00	166,610,099.00
----------------	----------------	----------------

Amount of Property Tax Revenue Budgeted for 2021	Proposed Tax Rate (Per \$100.00) for 2021
---	--

<u>FUNDS</u>		
General Fund	1,137,946.98	0.7251
Parks and Recreation	<u>528,154.01</u>	<u>0.3365</u>
	1,666,100.99	1.0616

These rates are based on the last assessed valuations made available by the Randolph County Assessor.

City of Moberly

City Council Agenda Summary

Agenda Number: WS #8.
 Department: Public Utilities
 Date: May 3, 2021

Agenda Item: Discussion Regarding Replacement of Taylor Street CSO Replacement Pumps and Wet Well Materials

Summary: The Taylor Street CSO pump station that pumps water back into the sewer system during and after rain events has experienced ongoing issues with grit and rock entering the wet well. This has damaged the pumps over time and the pump station has not operated for some time. The staff have utilized the trailer mounted pump for draining this basin. It is anticipated that when the CSO basin is cleaned out that the pump station will need to be rebuilt. The quote for parts to replace the pumps, guide rails, lifting chains and elbows is attached to this Summary. The pumps have a long lead time and the Department requests permission to place these items on order. Once the basin is cleaned out and the pumps are received, with the exception of some light electrical work, the new pumps and equipment will be installed by Utilities Department Wastewater Plant staff.

Recommended Action: Direct staff to develop a Resolution for approval for Council consideration for the next Regular Council meeting on May 17th.

Fund Name: Wastewater Treatment Department

Account Number: 301.114.5502

Available Budget \$: 231,536.00

ATTACHMENTS:

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

Roll Call Aye Nay

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Davis** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

**Proposal No. OP-524889
February 24th, 2021**

TO: City of Moberly, MO
PROJECT: Taylor CSO Replacement Pumps and Wet Well Materials
ATTN: Ben Riles

We are pleased to provide the following equipment quotation for material for the Taylor CSO pump station

TWO (2) Flygt FP 3085 submersible pump with a hard iron 493 chopper impeller. This pump features a 2.4 HP, Single phase, 230-volt motor. Also included is 50 feet of power cable. Volute to have 4" Discharge.

TWO (2) Single Phase 230v Start Kit

Appox Lead Time: 12-14 weeks ARO

Pumps and Start Kit..... \$12,820.00

FOUR (4) 2" Stainless Steel Guide Pipe (20' sticks)

Appox Lead Time: 1-3 Days ARO

Guide Pipe..... \$1,232.00

TWO (2) 1/4" SS Lifting Chain (20 feet)

TWO (2) 1/4" SS Chain Fit Kit

Appox Lead Time: Vandevanter Engineering Stock

Lifting Chain and Accessories..... \$675.00

TWO (2) Flygt 4" x4" Automatic Discharge Elbow

Appox Lead Time: US Stock for Flygt 1 Week Transit time

Discharge Elbow..... \$2,030.00

TWO (2) 2" Stainless Steel Upper Guide Bar Bracket

Appox Lead Time: Vandevanter Stock

Guide Pipe..... \$154.00

F.O.B. – Factory Freight is not included. Installation is not included.

***Anything not specifically listed to be assumed by other.**

Sincerely,
VANDEVANTER ENGINEERING CO.

Ben Azerolo

Ben Azerolo
Aftermarket Sales & Service Representative

ACCEPTED THIS DATE:

BY:

COMPANY:

TITLE:

STANDARD TERMS AND CONDITIONS

Price is FOB factory. Price does not include any freight charges. Price does not include any applicable duties or sales tax, use tax, excise tax, value-added or other similar taxes that may apply to this equipment and/or project. Unless specifically stated, price does not include manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testing.

If the price is included in a proposal, the price is firm for receipt of an order within 30 days of the date shown on the proposal. Any additional terms and conditions included in the proposal are specifically included in these terms and conditions.

Payment is due upon receipt of the invoice. An interest charge of 1-1/2% per month will be added to past due balances. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company at the time of order, and shall in no case exceed a period of 120 days. If payments are not timely received by Company, and this account is

turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

Payment of "commercial transaction" invoices by credit card will be charged a fee based upon Cogent's average discount rate for credit card transactions for the prior calendar year. This fee will change annually and is currently 2.55%.

All equipment either rented from or through Company is subject to all of the terms and conditions listed on the back of the rental contract. Pricing does not include any overtime running of power equipment.

In no event shall Company's obligations and liabilities under this Agreement include any direct, indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill; nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made or instituted against Customer by third parties. Customer remises, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.

Customer shall be responsible for determining the good operating condition of all materials and equipment prior to accepting the materials and equipment. NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY, BUT IN SUCH CASE THE WARRANTY OR GUARANTEE IS LIMITED AS ABOVE PROVIDED. Notwithstanding the foregoing, Company will pass through to the Customer any warranty provided by the manufacturer of any equipment supplied by Company.

Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the equipment or materials purchased or rented hereunder. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the equipment or materials, to the fullest extent allowable by law.

In connection with a proposal, if Customer has any further questions or comments regarding the proposal, please feel free to contact Company. If the proposal meets with Customer's approval, please sign, date and mail or fax a copy of the proposal back to Company's office, and the identified equipment will be ordered and/or scheduled for delivery.

This agreement shall be governed by the laws of the state where the Company's branch office is located from which the equipment is rented or purchased. Customer further agrees that venue and jurisdiction shall be appropriate in the county in which Company's branch office is located from which the equipment was rented or purchased. Any provisions hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof.

Revised February 2019

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #9.

Department: Comm. Dev.

Date: May 3, 2021

Agenda Item: An Ordinance Amending Chapter 26 Of The Moberly City Code By Adopting Article V Relating To Vacant Property Registration.

Summary: This ordinance puts the vacant property registration back into our code books so that we can look at enforcement options such as Pro Champs, or other entities or even do it in house. This is very similar to what we have had on the code books in the past.

Recommended Action: Bring forward to the May 17, 2021 regular City Council meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input 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

BILL NO: _____

ORDINANCE NO: _____

AN ORDINANCE AMENDING CHAPTER 26 OF THE MOBERLY CITY CODE BY ADOPTING ARTICLE V RELATING TO VACANT PROPERTY REGISTRATION.

Whereas, the City Council has already adopted property maintenance codes to regulate building standards for the exterior of structures and the condition of the property as a whole; and

Whereas, the Council has a vested interest in protecting neighborhoods against decay caused by vacant property and concludes that it is in the best interests of the health, safety, and welfare of its citizens and residents to impose registration requirements of vacant property located within the city to discourage property owners from allowing their properties to be abandoned, neglected or left unsupervised; and

Whereas, city staff recommends that the council adopt an ordinance to provide for the registration of vacant property, inspection of vacant property and a registration fee; and

Whereas, the Moberly City Council hereby adopts the recommendations of the city staff as follows.

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

SECTION ONE: Article V of Chapter 26 is hereby adopted to read as follows:

Article V. Vacant Property Registration.

Sec. 26-30. – Definitions.

For purposes of this Article V the following words shall be defined as follows:

(a) *Enforcement Officer* shall mean any law enforcement officer, building official, zoning inspector, code enforcement officer, fire inspector, building inspector, or other person authorized by the city to enforce this code.

(b) *Evidence of Vacancy* shall mean any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but are not limited to: overgrown and/or dead vegetation; past due Utility notices and/or disconnected Utilities; accumulation of trash, junk or debris; abandoned vehicles, auto parts and/or materials; the absence of furnishings and/or personal items consistent with habitation or occupancy; the presence of unsanitary, stagnant swimming pool; the accumulation of newspapers, circulars, flyers and/or mail; statements of neighbors, passers-by, delivery agents or government agents; and/or the presence of boards over doors, windows or other openings in violation of applicable code.

(c) *Owner* shall mean every person or entity who alone or severally with others, has legal title to any real property defined by this Article V. 49 has legal care, charge, or control of any such property; is in possession or control of 49 such property; and/or is vested with

possession of control of any such property. The Property Manager shall not be considered the Owner.

(d) *Property Manager* shall mean any party designated by the Owner as responsible for inspecting, maintaining and securing the property as required in this Chapter.

(e) *Real Property* shall mean any residential or commercial land and/or buildings, leasehold improvements and anything affixed to the land, or portion thereof identified by a property parcel identification number, located in the city limits.

(f) *Registrable property* shall mean any property that is vacant for more than sixty (60) days or any cancellation of Utility or Service, whichever occurs first. Property that contains all building systems in working order, is under contract for sale or rental or is being actively marketed by the owner for sale or rental and is properly maintained in accordance with property maintenance ordinances, shall not be deemed vacant so long as vacancy does not exceed one hundred eighty (180) days.

(g) *Registry* shall mean a web-based electronic database of searchable real property records, used by the city to allow owners the opportunity to register properties and pay applicable fees as required by this Article.

(h) *Semi-Annual Registration* shall mean six (6) months from the date of the first action that requires registration, as determined by the city, or its designee, and every subsequent six (6) months. The date of the initial registration may be different than the date of the first action that required registration.

(i) *Utilities and Services* shall mean any utility and/or service that is essential for a building to be habitable and/or perform a service necessary to comply with all city codes. This includes, but is not limited to, electrical, gas, water, sewer, lawn maintenance, pool maintenance, and snow removal.

(j) *Vacant* shall mean any parcel of land in the city that contains any building or structure that is not lawfully occupied.

Sec. 26-31. – Inspection and Registration of Vacant Property.

(a) The city, or its designee, shall establish a registry cataloging each Registrable Property within the city, containing the information required by this Article.

(b) The Owner of Vacant property located within the city shall within ten (10) days after the property becomes Vacant, register the Real Property with the City Registry.

(c) Initial registration pursuant to this section shall contain at a minimum the name of the Owner, the mailing address of the Owner, e-mail address, and telephone number of the Owner, and if applicable, the name and telephone number of the Property Manager and said person's address and e-mail address.

(d) At the time of initial registration each registrant shall pay a non-refundable Semi-Annual Registration fee of two hundred dollars (\$200.00) for each Vacant property. Subsequent non-refundable Semi-Annual renewal registrations of Vacant properties and fees in the amount of two-hundred dollars are due with ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to Vacant properties,

and (3) for any related purposes as may be adopted in the policy set forth in this Article. Said fees shall be deposited to a special account in the city's department dedicated to the cost of implementation and enforcement of this Ordinance and fulfilling the purpose and intent of this Article.

(e) If the property is sold or transferred, the new Owner is subject to all the terms of this Article. Within ten (10) days of the transfer, the new Owner shall register the Vacant property. The previous Owner(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Owner's involvement with the Vacant property.

(f) If the Vacant property is not registered, or either the registration fee or the Semi-Annual Registration fee is not paid within thirty (30) days of when the registration or Semi-Annual Registration is required pursuant to this section, a late fee shall be equivalent to ten percent (10%) of the Semi-Annual Registration fee shall be charged for every thirty (30) day period, or portion thereof, the property is not registered and shall be due and payable with the registration. This shall apply to the initial registration and registrations required by subsequent Owners of the Vacant property.

(g) Properties subject to this section shall remain subject to the Semi-Annual Registration requirement, and the inspection, security, and maintenance standards of this section as long as the property is Vacant.

(h) Failure of the Owner to properly register or to modify the registration to reflect a change of circumstances as required by this ordinance is a violation of this Article and shall be subject to enforcement by any means available to the city.

(i) If any property is in violation of this Article the city may take the necessary action to ensure compliance with and place a lien on the property for the cost of the outstanding obligation and any additional cost incurred to the property into compliance.

Sec. 26-32. – Maintenance Requirements.

(a) Properties subject to this Article shall be kept free of all nuisances as described in this Chapter.

(b) Registrable Property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure.

Sec. 26-33. – Security Requirements.

(a) Properties subject to these Sections shall be maintained in a secure manner so as not to be accessible to unauthorized persons.

(b) A "secure manner" shall include, but not be limited to, the closure and locking of windows, doors, gates, and other openings of such size that may allow a child to access the interior of the property or structure. Broken windows, doors, gates, and other openings of such size that may allow a child to access the interior of the property or structure must be repaired.

(c) If a Registrable property has become vacant or blighted, a Property Manager shall be designated by the Owner to perform the work necessary to bring the property into compliance with applicable codes, and the Property Manager must perform regular inspections to verify compliance with the requirements of this Article and other applicable laws.

(d) Vacant property shall be posted with the name and twenty-four (24) hour contact telephone number of either the Owner or Property Manager. The Owner or Property Manager shall be available to be contacted by the city Monday through Friday between 9:00 a.m. and 5:00 p.m., legal holidays excepted. A sign shall be placed in a window facing the street of a size no less than eighteen (18) inches by twenty-four (24) inches with a font legible from a distance of forty-five (45) feet with the following information:

THIS PROPERTY IS OWNED OR MANAGED BY_____
 THE OWNER OR MANAGER CAN BE CONTACTED AT
 TELEPHONE NUMBER_____ OR BY E-
 MAIL AT_____.

(e) Failure of the Owner or Property Manager to properly inspect and secure a property and post and maintain the sign noted in this section, is a violation and shall be subject to enforcement by all means available to the city. The city may take any necessary action to ensure compliance with this section, and recover costs and expenses associated therewith.

Sec. 26-34. – Additional Authority.

(a) If the Enforcement Officer has reason to believe that a property subject to this Article is posing a serious threat to the public health, safety or welfare, he may temporarily secure the property at the expense of the Owner and may recommend prosecution for code violations. Nothing herein shall limit the city from abating any nuisance or unsafe condition by any other legal means.

(b) If the Owner does not reimburse the city for the cost of temporarily securing the property, or of any abatement directed by the Enforcement Officer within thirty (30) days of the city sending the Owner the invoice then the cost of such action shall be lien on the property. In addition to the lien the city may pursue other legal recourse against the Owner.

(c) The city may contract with a vendor or contractor to implement this Article, and, if so, any reference to the Enforcement Officer herein shall include the entity the city contracts with for that purpose.

(d) Registration fees and penalties outlined in this Article may be modified by the city council at any time.

SECTION TWO: This Ordinance shall take effect immediately upon passage by the Moberly City Council.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 17th day of May, 2021.

 Presiding Officer at Meeting

ATTEST:

 City Clerk

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #10.

Department: Comm. Dev.

Date: May 3, 2021

Agenda Item: Cooperative Funding Agreement for the Fennel Complex.

Summary: Please see attached summary and pictures.

Recommended Action: Bring forward to the May 17, 2021 regular City Council meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey**

Council Member

M___ S___ **Brubaker**

M___ S___ **Kimmons**

M___ S___ **Davis**

M___ S___ **Kyser**

Passed

Failed

COOPERATIVE FUNDING AGREEMENT

THIS COOPERATIVE FUNDING AGREEMENT (this “**Agreement**”) is made and entered into as of the _____ day of _____, 2021, by and between the DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT, a community improvement district and Missouri political subdivision having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**District**”); and THE CITY OF MOBERLY, a city of the third classification and Missouri municipal corporation having a principal office at 101 West Reed Street – City Hall, Moberly, Missouri 65270 (the “**City**”).

RECITALS

A. Sections 70.210 through 70.320 of the Revised Statutes of Missouri, as amended, authorize municipalities and other political subdivisions to contract and cooperate with other municipalities or political subdivisions for the planning, development, construction, acquisition, or operation of any public improvement or service, the subject and purposes of which are within the scope of the powers of such municipality or political subdivision.

B. The City has acquired three major connected structures generally known as the “Fennel Complex” located at Clark and Coates Streets in the City’s downtown area and consisting of the Fennel Building, an 8,500 square foot, two story structure; the former Pro Auto Building, a 5,000 square foot, single story structure; and portions of a building formerly serving as the J. T. Cross Lumberyard (collectively, the “**Fennel Complex**”).

C. The City has initiated significant efforts to refurbish and rehabilitate portions of the Fennel Complex including removal of roofing, deck and deteriorated trusses of the Fennel Building and replacement with a 20-year roof membrane in an original design style, tuckpointing, and installation of new doors and window replacements; and installation of a steel truss roof with all new joists, decking, and roof on the Pro Auto Building.

D. In addition, the City contemplates construction of an internal canopy and roof approximately 20 feet deep around the three sides of the former J. T. Cross Lumberyard Building to provide a covered event space for farmers markets, athletic programs and events, bands and entertainment activity, or other events desirable for downtown outside venues; has obtained some of the materials necessary to undertake this improvement; and now seeks supplemental funding from the District to offset the foregoing improvement costs as well as a two unit internal rest room within the Pro Auto Building and accessible from the improved J.T. Cross Building space (collectively, the “**Improvements Program**”).

E. The Fennel Complex lies within the territorial jurisdiction of the District and the refurbishment and rehabilitation of the Fennel Complex would contribute to the alleviation of blighted conditions extant within the northern portion of the District and, accordingly, the Board of Directors of the District (the “**Board of Directors**”) is willing to contribute funds to the City to support the implementation of the Improvements Program, subject to the terms and conditions of and as further set forth in this Agreement.

AGREEMENT

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

1. Confirmation of Findings and Determinations. The Board of Directors hereby confirms its prior findings and determinations: (i) that the funding and implementation of Improvements Program would return buildings within the downtown area which have suffered significant deterioration and are currently vacant to productive use and thus contribute to the alleviation of blighted conditions extant within the northern portion of the District; (ii) that the expenditures by the District contemplated in this Agreement are in furtherance of the goals and objectives of the revitalization program set forth in the petition leading to the establishment of the District; and (iii) that the undertakings by the District provided for in this Agreement are within the scope of the District's powers pursuant to the Community Improvement District Act, sections 67.1401 through 67.1571 the Revised Statutes of Missouri, as amended, and are for a public purpose.

2. District Contribution. The City has prepared a budget for materials and improvements necessary to undertake the Improvements Program as set forth on the table below:

<u>Cost</u>	<u>Item</u>	<u>Proposed Funding Source</u>
\$ 40,747	Concrete - internal portion of J.T. Cross Building	District
\$ 34,189	Concrete - exterior of Fennel Complex.	City (Street Improvement Fund)
\$ 5,000	Remaining materials for J.T. Cross roof/structure ¹	District
\$ 10,000	Restrooms In Pro Auto Building	District

¹ \$22,457 of total materials costs have already been paid for with previously approved City Street Improvement Fund allocations.

Subject to receipt of written notice and copies of applicable invoices from the City that the City has purchased and/or paid for materials and has the entered into binding agreements for or incurred costs related to the Improvements Program, the District shall pay to the City from legally available funds as follows: (i) \$40,747.00 to be used by or reimbursed to the City for material costs in connection with pouring and finishing of internal concrete floor of the former J. T. Cross Lumberyard Building; (ii) \$5,000 to be used by or reimbursed to the City for costs in connection with construction of an internal canopy/roof approximately 20 feet deep around three sides of the former J. T. Cross Lumberyard Building to provide covered event space; and (iii) \$10,000 to be used by or reimbursed to the City for costs in connection with installation of a two unit internal restroom within the Pro Auto Building, with secured ingress and egress to the J. T. Cross area, a total amount not to exceed **\$55,747.00** (the "**District Contribution**"). Payments under this paragraph 2 may be made in installments, based upon receipt of appropriate notice and documentation as herein provided. In the event such payments occur in any subsequent year, the payments for the District Contribution shall be subject to annual appropriation by the Board of Directors for the applicable year.

3. **Undertakings by the City; Indemnification of the District.** The City in its own name and applying the District Contribution and other amounts legally available to the City shall arrange for the design, installation, and implementation of the Improvements Program and shall complete or cause to be completed the entire Implementation Program in a workmanlike manner on or before _____, 202____. (the “**Completion Date**”). Subject to the requirements of this Agreement, the City shall have complete and exclusive control over the implementation the Improvements Program. The City shall be solely responsible for any cost overruns associated with any item of the Improvements Program or any other costs in excess of the amount of the District Contribution. Additionally, in consideration of the District’s promise to make the District Contribution as provided in this Agreement, the City hereby agrees to indemnify, defend and hold harmless to the full extent lawful the District, its officials, officers, agents, attorneys, employees or representatives from and against any claim, action, proceeding, demand or award initiated at any time by or on behalf of any party other than a named party to this Agreement and directed to the District or any of its officials, officers, agents, attorneys, employees or representatives and arising out of this Agreement, the expenditure of funds authorized hereunder, the design, installation, and implementation of the Improvements Program and any portion thereof, failure or deficiency of any payment to contractors or subcontractors of the City, personal injury or property damage related to the design, installation, or implementation of the Improvements Program or any portion thereof, or any actions taken or omitted by an agent or employee of or contractor or subcontractor to the City involved in any way in connection with the design, installation, or implementation of the Improvements Program or any portion thereof.

4. **Force Majeure.** The time provided in paragraph 3 of this Agreement within which the Improvements Program is to be completed shall be automatically extended appropriately as a result of actions or inactions not within the reasonable control of the City, 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 (other than those imposed by the City), or unanticipated or unusual site conditions, priorities regarding acquisition of or use of materials; *provided that* in the event of any such delays, the City shall promptly notify the District in writing stating the nature of the delay which, in the reasonable opinion of the City, justifies the extension.

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

6. **Notices.** All notices between the parties hereto shall be in writing and shall be sent by certified or registered mail, return receipt requested, by personal delivery against receipt or by overnight courier, shall be deemed to have been validly served, given or delivered immediately

when delivered against receipt or Three (3) business days after deposit in the mail, postage prepaid, or One (1) business day after deposit with an overnight courier, and shall be addressed as follows:

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

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

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

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

7. **Term of Agreement; Assignment.** This Agreement shall terminate upon the later of: (i) the Completion Date; or (ii) the date upon which all amounts to be paid under paragraph 2 of this Agreement have been made; *provided that* the indemnification obligations of the City shall survive expiration or termination for any reason of this Agreement. This Agreement shall not be assignable by any party without prior written consent of the other party.

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

9. **No Waiver of Sovereign Immunity.** Nothing in this Agreement shall constitute or be deemed to be a waiver by the City or the District of that party's sovereign immunity.

10. **No Third-Party Beneficiaries.** This Agreement is not intended to create or result in any third-party beneficiary and shall not create any rights enforceable by any third-party.

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

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

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


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

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

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

IN WITNESS WHEREOF, the DISTRICT and the CITY have caused this Agreement to be executed in their respective names and attested to as of the date first above written.

**DOWNTOWN MOBERLY COMMUNITY
IMPROVEMENT DISTRICT**

By : 
Brian Crane, Chair

ATTEST:

By:



Secretary

THE CITY OF MOBERLY

By:

Jerry Jeffrey, Mayor

ATTEST:

City Clerk

Summary

As part of the Fennel Complex, the JT Cross building walls were retained as the brick was in good shape and maintained the historic downtown building profile. It also shared a wall with the former Pro-Auto Building which now houses PD and FD equipment, vehicles, and general storage. These walls without internal support would have to be braced up for long term support. Rather than just have functional support, we could create event space with minor modifications to the support structure. The idea grew and we met with Caring Communities, the Downtown CID, Chamber, and our tourism consultant, Destination Services. All organizations see a benefit and use for a facility who would like to rent a facility out of this area. It would provide a good environment for it with ample off-street parking and protection from the rain/sun for many activities.

Ideas presented and proposed for this area were a farmers' market, artificial ice-skating rink, concert area, RR Days expansion, weddings and social gatherings and PD and FD training. The initial plan immediately below was submitted to the CID board for consideration, and the board, council rep and other affiliated organization attendees liked the idea and felt like the scope should be expanded. Those recommendations are shown with estimated costs below the initial figures.

Initial proposal;

<u>Cost</u>	<u>Item</u>	<u>Proposed Funding Source</u>
\$ 40,747	Concrete - internal portion of J.T. Cross Building	District
\$ 34,189	Concrete - exterior of Fennel Complex.	City (Street Improvement Fund)
\$ 5,000	Remaining materials for J.T. Cross roof/structure ¹	District
\$ 10,000	Restrooms In Pro Auto Building	District

¹ \$22,457 of total materials costs have already been paid for with previously approved City Street Improvement Fund allocations.

Recommended additional features;

\$10K above and beyond for the increased size of the now multi-stall restrooms

\$12K for mural and associated features

\$4K to extend 2" water line to the front of all three buildings, this is with Utilities doing in-house

\$3K for lighting poles (Can maybe extend/add this in with fencing)

\$10K for LED lighting, and electrical (materials/labor)

\$15K for Black wrought iron looking fence with twin gates. (figuring 250' of coverage, cost will fluctuate with type of gates)

CID cost for initial proposal would be \$55,747

With additional features totaling approx. \$54,000, total would be around \$110K.

Other potential sources of funding are grants for Farmer's Markets, Utilities to fund water main extension, tourism has agreed to fund some on the mural.

While the City has put significant funds into this complex, the police and fire have a solid next-door facility for storage of vehicle and equipment and will also have access to the proposed restrooms that would be internal in that building.

We are currently working with the MTCOG under a \$34K marketing grant for the buildings. We have companies that specialize in this area submitting proposals now to market the Fennel either in segments or as a full deal. The goal of this work was to protect a historic cornerstone building to our downtown and preserve it in a basic state where a wide

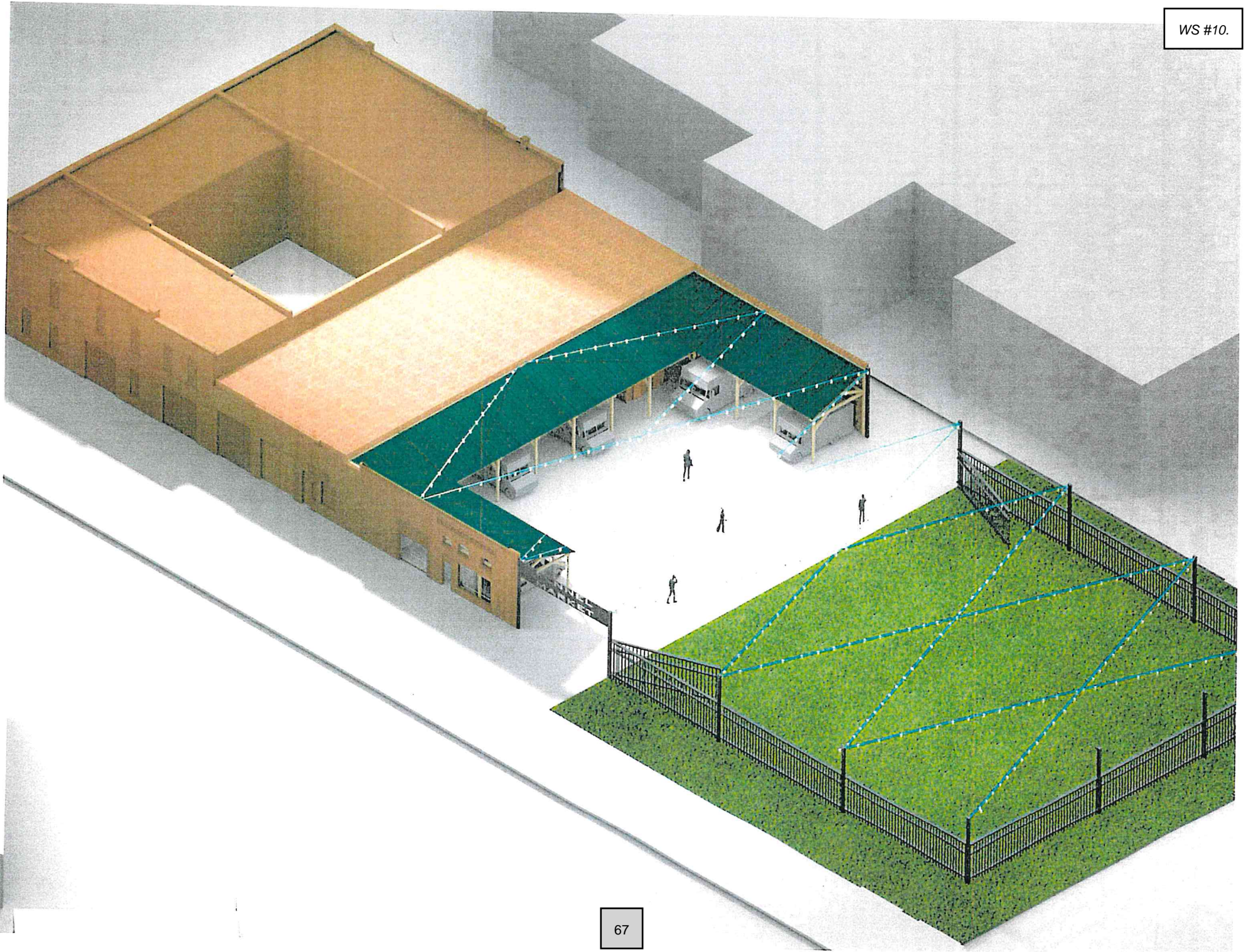
range of businesses could come in and have the opportunity to put in a viable company that would continue the work on the facility to meet their specific needs and be a draw for the downtown and build our tax base for the City/CID.

The JT Cross portion of it would be an added feature to possibly provide event space for the associated business or just for the community in general. I have attached some renderings of the proposed event space created by Adam Flock.









City of Moberly

City Council Agenda Summary

Agenda Number: WS #11.
 Department: Police/Administration
 Date: May 3, 2021

Agenda Item: A request from Moberly Rotary Club, Altrusa Club and Fraternal Order of Eagles and Knights of Columbus to hold their 15th Annual Railroad Days on June 16-19, 2021 and to close certain roads and to have a beer garden in a closed area and to hang a banner on the Rollins Street overpass and Morley Street overpass beginning in early May and a contribution of \$3,500.

Summary: The Moberly Rotary Club, Altrusa Club, fraternal Order of Eagles and Knights of Columbus request approved to hold the 15th annual Railroad Days in downtown Moberly June 16th through June 19th. To accommodate carnival rides, staging and vendors booth spaces, they request the closure of Sturgeon Street from Coates to Rollins, the east half of the 100 block of W Reed, leaving the alley open. The parking lot adjacent to City Hall and the parking lot east of the 200 block of Sturgeon Street (across from City Hall) and the parking lot for Moberly Parks and Recreation in the 200 block of N Clark Street. Parking lot and road closures are requested to begin on Sunday June 13th and end on Sunday June 20th. Moberly Eagles would like to have a beer garden in an enclosed area near the main stage during this event. Also, the organization would like to have the City of Moberly contribute \$3,500 to help pay for entertainment and logistics. The organizations would like permission to hang banners on the Rollins Street and Morley Street overpass starting in early May. They will be instructed to provide the City of Moberly insurance.

Recommended Action Direct staff to bring to the May 17th Council meeting for final approval

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 checked="" 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

Mr. Brian Crane
 Moberly City Council
 101 W. Reed Street
 Moberly, MO 65270

April 19, 2021

Dear Brian and City Council Members,

The Moberly Rotary Club along with the Altrusa Club of Moberly, Fraternal Order of Eagles and Knights of Columbus respectfully ask approval to schedule the 15th Annual Moberly Railroad Days Festival for June 16th through June 19th, 2021 in Downtown Moberly.

We would like to request permission to hang Railroad Days Banners on the Railroad overpass on Rollins Street as well as the overpass on Morley Streets beginning in early May.

We are also requesting that the following areas be blocked off to accommodate carnival rides, staging and vendor booth spaces beginning Sunday, June 13th and ending Sunday June 20th.

- Sturgeon Street from Coates to Rollins and the East half of the 100 block of West Reed Street keeping all alley ways open for emergency vehicle access.
- Parking areas across the street from and adjacent to City Hall and the Moberly Parks and Recreation Office.

We are also asking permission for the Moberly Eagles club to operate a beer garden in an enclosed area near the main stage of the event, where we will also be hosting several other events as well as other entertainment. This club carries a liquor license at their facility and has agreed to obtain the necessary documentation and permits needed to provide this service.

As this Festival provides a fun and rewarding venue for Moberly families and citizens, and as it attracts people to our city, we are respectfully asking that the City of Moberly contribute \$3,500.00 to help pay for entertainment and logistics.

Many groups will be working hard on this years event, including Moberly Rotary Club, Knights of Columbus, the Randolph County Historical Society and other clubs and organizations to help make this event successful and fun while promoting the historic significance of the Railroad in the History of Randolph County.

As we traverse through the COVID-19, we know that we may need to post-pone or cancel this event. We will abide by directives of government agencies and other authorities and know that things are changing rapidly.

Kindest Regards,
 Moberly Railroad Days Steering Committee

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #12.

Department: Public Works

Date: May 3, 2021

Agenda Item: A Resolution Approving And Authorizing The City Manager To Execute The Second Amendment To The Agreement For Residential And Commercial Waste Collection With Advanced Disposal Services Solid Waste Midwest, LLC.

Summary: There are a couple items that were under discussion, however only one of them is actually an amendment to the agreement. That amendment is when and how bulk items are picked up. Currently, the contract states one item per week, same day as your scheduled pickup. In an effort to ensure collection and allow Waste Management to have adequate capacity for the items and manpower to collect it, we have drafted an amendment that would require citizens to call in and schedule the pickup for their item, but it wouldn't have to be on their day of collection any longer, so more flexibility of when they want to get rid of items and it's still no charge. We also included that the pickup must be completed in no more than 5 days from the time of call in. In most cases it would be a day or two before collection.

The other item of discussion was that they need to start enforcing the contract regulations that state materials for disposal must not exceed the capacity of the selected container. If citizens are regularly having quantities of trash that exceed the capacity of their current container, they will need to increase the size or quantity of containers to meet their actual trash needs. The containers are priced to maintain a volume-based pricing system, and if people are exceeding the capacity they are paying for, that needs to be corrected. Items outside the container adds considerable time to the efficiency of the collections. The containers are designed to work with a lift arm, and if loose bags or items are outside the container, the driver has to get out and load the items. Additionally, the outside trash is susceptible to animals tearing into it and scattering it around.

Staff recommends approval of the amendment and is supportive of the need to enforce the regulations on capacity.

Recommended

Action: Approve this resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ Jeffrey

Council Member

M___ S___ Brubaker

M___ S___ Kimmons

M___ S___ Davis

M___ S___ Kyser

Passed Failed

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND AMENDMENT TO THE AGREEMENT FOR RESIDENTIAL AND COMMERCIAL WASTE COLLECTION WITH ADVANCED DISPOSAL SERVICES SOLID WASTE MIDWEST, LLC.

WHEREAS, the City of Moberly, Missouri entered into an agreement with Onyx Waste Services Midwest, Inc (now known as Advanced Disposal Services Solid Waste Midwest, LLC, “Advanced”) effective as of April 30, 2005 and continuing through April 30, 2025 for waste disposal services; and

WHEREAS, the agreement was amended by the parties on September 1, 2018; and

WHEREAS, each party is in good standing under the contract and desire to amend the contract to provide that weekly Bulky Waste item residential pickup will be discontinued to be replaced with arranged Bulky Waste item pickup whereby customers will contact Advanced directly and arrange a date for individual pickup; and

WHEREAS, the City Council has determined that the amendment is in the best interest of the Moberly community.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves the Second Amendment to the waste collection agreement with Advanced and authorizes the City Manager to execute the same on behalf of the City of Moberly.

RESOLVED this 3rd day of May, 2021, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk

SECOND AMENDMENT TO AGREEMENT FOR RESIDENTIAL AND COMMERCIAL WASTE COLLECTION

This Second Amendment to that certain Residential Industrial & Commercial Waste Collection Contract ("Second Amendment") is made as of this ____ day of May, 2021 (the "Effective Date") by and between Advanced Disposal Services Solid Waste Midwest, LLC, a Wisconsin limited liability company (the "Contractor"), and the City of Moberly, Missouri (hereinafter called the "City").

RECITALS

The City of Moberly, Missouri, and Onyx Waste Services Midwest, Inc., and Onyx Maple Hill Landfill, Inc., entered into that certain Agreement for disposal of Residential and Commercial Waste Collection (the "Agreement") effective as of April 30, 2005, (the "Contract"). The Contractor became the successor, and the Contract was amended on September 1, 2018 (the "First Amendment").

The parties desire to further amend the Scope of Work Exhibit C originally made a part of the Contract and amended by the First Amendment as set forth below.

AGREEMENT

1) Bulky Waste items will no longer be collected by Contractor as part of the regular weekly trash collection and any and all references to such shall collection in the First Amendment shall be removed including the 2nd and 5th bullet points on page 6 of the First Amendment and replaced with "Contractor shall collect Bulky Waste items from Residential Premises in the event the resident has contacted Contractor directly to arrange a scheduled pickup time, at no charge." The appointment for collection will be within five (5) days from the date of request.

2) Except as modified herein, the terms and conditions of the Agreement shall continue in full force and effect.

The parties have caused this Second Amendment to be executed by their duly authorized representatives effective as of the day and year first above written.

Advanced Disposal Services Solid Waste Midwest, LLC City of Moberly, Missouri

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____