

**A G E N D A**  
**WORK SESSION MEETING**  
**City of Moberly**  
**September 08, 2020**  
**6:00 PM**

**Requests, Ordinances, and Miscellaneous**

1. Receipt of bids for a new plow and spreader for the F-350, dump body truck.
2. Conservation Community Assistance Program Agreements
3. Discussion of a Cooperative Agreement for 911 Fees and Call Flow Analysis Consulting.
4. Receipt of bids for 2020 Street Striping project.
5. An ordinance establishing the annual tax for the imposition of a 9-1-1- tax for the emergency telephone services heretofore imposed by ordinance 6948 passed and adopted on May 2, 1994.
6. A resolution accepting the bid of First State Community Bank to provide lease-purchase financing for Heritage Hills Golf Course improvements.
7. Appointment of Council member to Fire Chief Hiring Committee.

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_  
 Department: Public Works  
 Date: September 8, 2020

WS #1.

**Agenda Item:** Receipt of bids for a new plow and spreader for the F-350, dump body truck.

**Summary:** Please find attached the MoDOT State Contract Bid Number #IFB605CO19001412 with a bid price of \$12,091.98.

These items were budgeted for in the 2020-21 budget.

**Recommended Action:** Please direct staff to bring forward to September 21, 2020 regular City Council meeting for final approval.

**Fund Name:** Public Works CIP

**Account Number:** 601.000.5502

**Available Budget \$:** 13,500.00

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



Knapheide Truck Equipment
6603 Business 50 West
Jefferson City MO 65109
Phone: 573-893-5200
Fax: 573-893-5344
www.jeffcity.knapheide.com

QUOTATION

Quote ID: GH00003124

Page 3 of 3

Table with 5 columns: QTY, PART NUMBER, DESCRIPTION, UNIT PRICE, AMOUNT. Includes a summary row for Total Due(Sales tax not included) at \$12,091.98.

The following options may be added:

Table with 5 columns: QUANTITY, DESCRIPTION, PRICE EACH, AMOUNT, ADD TO QUOTE (Yes / No).

Notes:

\*\*\*\* TO FIT A 2020 FORD F-350 CAB & CHASSIS WITH DUMP BODY\*\*\*\*

STATE CONTRACT BID NUMBER #IFB605CO19001412 MEDIUM DUTY VEHICLES

This Quote is subject to the following terms and conditions:

Credit Card Policy

We do not accept credit cards for payment of any order in excess of \$10,000.00. For other orders, we do accept MasterCard, Visa and Discover. We do not accept American Express.

Pricing Policy

- Price Quotation is good on orders received through the expiration date.
Pricing quoted applies to chassis make/model originally provided and quantity quoted. Any change may result in price change.
Orders are subject to all applicable state, local and federal excise taxes. Applicable taxes will be applied on final billing to customer upon completion of order.

Payment Policy

- Payment Terms are due upon receipt of signed quote unless prior credit agreement has been established at the time of order.
Payment terms for customers with an established credit account will be Net 30 from date of invoice.
Knapheide has right to assess late charges at 1.5% per month on all invoices that are 60 days or more past due.

Return Policy

- All sales are final. Purchased parts or products are non returnable.

Cancellation Policy

- Payment is due in full upon cancellation of any orders for non-stocked parts or products (provided part/product has been ordered by Knapheide) and upon cancellation of installation orders, once product installation has begun.

Customer agrees and understands this Quote is an offer to sell subject to the terms and conditions above and any additional terms or modifications are hereby objected to, unless mutually agreed upon in writing by Customer and Knapheide. The undersigned represents and warrants that he/she is duly authorized to sign below on behalf of Customer and thereby accepts offer and Knapheide will begin processing the order.

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

Form with three rows: Signature & Print Accepted by, Date, P.O. number.



**Knapheide Truck Equipment**  
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 Jefferson City MO 65109  
 Phone: 573-893-5200  
 Fax: 573-893-5344  
 www.jeffcity.knapheide.com

**QUOTATION**

Quote ID: GH00003124  
 Page 1 of 3

**Customer:** CITY OF MOBERLY  
 101 WEST REED  
 MOBERLY MO 65270

**Quote Number:** GH00003124  
**Quote Date:** 8/20/2020  
**Quote valid until:** 9/19/2020

**Contact:**  
 Phone: 660-263-4420  
 Fax:

**Prepared** ghamilton  
**By:**  
**Salesperson:** DAN RANABARGAR  
**PO#:**

**Enduser:**

<b>Make:</b>	<b>Model:</b>	<b>Year:</b>	<b>Single/Dual:</b>
<b>Cab Type:</b>	<b>Wheelbase:</b>	<b>Cab-to-Axle:</b>	<b>VIN:</b>

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1	WS 76974	8.5 PRO PLUS BLADE ASSEMBLY W/QUAD PLOW BLADE CONSTRUCTION The robust 12-gauge powder coated steel moldboard is a full 31½" tall and comes in 8' 6" width.  The PRO PLUS® blade features a 65-degree attack angle, and a high carbon steel cutting edge comes standard, reducing wear and extending the life of the blade. <b>STRUCTURAL REINFORCEMENT</b> Eight vertical ribs, a heavy-duty quadrant, and the exclusive WESTERN® POWER BAR provide exceptional torsional strength and rigidity, to eliminate blade twisting even under the most brutal conditions.  The high-strength steel base channel provides extra support along the bottom of the plow blade.  The 1" diameter pivot bolt secures the plow in place, ensuring proper alignment and reducing stress on the overall plow assembly. <b>TRIP PROTECTION</b> Four heavy-duty coil springs protect your plow and truck by allowing the whole blade to trip when striking obstacles.  Dual shock absorbers reduce jarring and soften the blade return when tripping occurs, to extend the life of your truck and plow.	\$6,508.00	\$6,508.00
1	WS 31270	MOUNT KIT FOR FORD S-DUTY	\$0.00	\$0.00
1	WS 75700-3	HYDRAULICS P.PLUS AQ&L	\$0.00	\$0.00
1	WS 72530	HALOGEN HEADLIGHT KIT WITH POWER CABLE AND CONTROL HARNESS	\$0.00	\$0.00
1	WS 74973	HEADLIGHT HARNESS KIT	\$0.00	\$0.00
1	WS 29070-1	3 PORT MODULE - DRL/NON-DRL	\$0.00	\$0.00
1	WS 96500	MULTI-POSITION PLOW HAND HELD CONTROLLER	\$0.00	\$0.00
1	WS 99031-1	8' 2 YARD DUAL ELECTRIC SPREADER <b>FEATURES:</b> DUAL ELECTRIC MOTORS Two instant-start, 12-volt electric motors provide quiet, reliable and independent control over the conveyor and spinner mechanisms.* The spinner motor is sealed inside a wear-resistant housing, protecting it	\$5,389.00	\$5,389.00



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Page 2 of 3

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT																								
		<p>from corrosion.</p> <p><b>CONTROLS</b>                      Dual Electric Motor Control                      Enhanced dual variable-speed control allows you to precisely match material delivery and spread pattern to conditions.</p> <p>Four standard accessory buttons and a dedicated blast button provide optimum in-cab efficiency.</p> <p>Easy-to-understand, digital self-diagnostics alert the operator when the hopper is empty or when adjustments are needed, and LEDs make the controls easy to read.</p> <p><b>INNOVATIVE CHUTE DESIGN</b>                      Reduce material waste with this innovative chute design. Baffles within the chute deliver material to the areas of the spinner that cast it out and away from the truck, instead of back onto your bumper.</p> <p><b>SHUTTER DEFLECTOR</b>                      The easy-to-adjust circular shutter deflector allows one-side spreading operation, providing optimal control by keeping materials away from areas they aren't needed, and spreading more evenly where they are.</p> <p><b>CORROSION-RESISTANT HOPPER</b>                      Built with low-maintenance, rust resistant stainless steel, the hopper is reinforced with wrap-around welded joints for long-life and protection against stress.</p> <p><b>MATERIAL DELIVERY</b>                      One of the widest in the industry, the 15½" pintle chain conveyer delivers reliable, smooth, and consistent material flow to help reduce bridging. The corrosion-resistant stainless steel conveyer housing provides added protection and reliability.</p> <p><b>SPINNER</b>                      An extra large 15½" polyurethane spinner delivers a spread pattern of up to 40' and provides long-lasting, corrosion-free performance.</p> <p><b>ADJUSTABLE FEED GATE</b>                      An adjustable feed gate controls the amount of material flowing from the hopper to the spinner to regulate material flow.</p> <p><b>INVERTED V / VIBRATOR</b>                      A standard inverted V located inside the hopper helps keep sufficient material weight off of the conveyor, ensuring smooth startup and flow of material.</p> <p>An optional vibrator kit is available to help reduce bridging and keep material moving to the conveyor.</p> <p><b>TOP SCREEN</b>                      The standard coated steel top screen helps break up large chunks of de-icing material during the loading process to help prevent clogging and bridging during spreader operation.</p> <p><b>PRODUCT SPECIFICATIONS:</b></p> <table border="0"> <tr> <td>Body Side Length</td> <td>8'</td> </tr> <tr> <td>Capacity</td> <td>2.0 cu yd</td> </tr> <tr> <td>Hopper Construction</td> <td>16 ga SS</td> </tr> <tr> <td>Hopper Dimensions (LxWxH)</td> <td>96" x 50" x 33 ¼"</td> </tr> <tr> <td>Dimensions Overall (LxWxH)</td> <td>117" x 50" x 51"</td> </tr> <tr> <td>Min. Bed Length</td> <td>74 ½"</td> </tr> <tr> <td>Approx. Weight (Empty)</td> <td></td> </tr> <tr> <td>Dual 12V DC Sealed Motors</td> <td>615 lb</td> </tr> <tr> <td>Conveyor Width</td> <td>15 ½"</td> </tr> <tr> <td>Spinner Size</td> <td>15 ½"</td> </tr> <tr> <td>Spreading Width</td> <td>Up to 40'</td> </tr> <tr> <td>Materials</td> <td>Salt, Sand, Salt/Sand Mix</td> </tr> </table>	Body Side Length	8'	Capacity	2.0 cu yd	Hopper Construction	16 ga SS	Hopper Dimensions (LxWxH)	96" x 50" x 33 ¼"	Dimensions Overall (LxWxH)	117" x 50" x 51"	Min. Bed Length	74 ½"	Approx. Weight (Empty)		Dual 12V DC Sealed Motors	615 lb	Conveyor Width	15 ½"	Spinner Size	15 ½"	Spreading Width	Up to 40'	Materials	Salt, Sand, Salt/Sand Mix		
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# City of Moberly City Council Agenda Summary

**Agenda Number:** WS #2.  
**Department:** Park & Rec/Utilities  
**Date:** September 8, 2020

**Agenda Item:** Conservation Community Assistance Program Agreements

**Summary:** The attached agreements cover lakes under the umbrella of Parks and Recreation (Rothwell, Water Works, Beuth) and Utilities (Sugar Creek).

Conservation is redoing its agreements with municipalities statewide with updated language. There is no substantive difference between this and the old agreements. They still cover general requirements for ensuring public access for fishing, surveying and stocking (by Conservation) of the lakes, and other responsibilities for a 25 year term. The previous lake management agreement was passed in 2016 and this new agreement will replace the old.

Parks and Recreation staff is hoping to work out a future addendum with Conservation covering projects including new fishing piers to provide greater access to good fishing away from shore which will also set the stage for future shoreline restoration projects.

**Recommended**

**Action:** Direct staff to bring a resolution to the September 21, 2020 meeting

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** N/A

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

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

THIS AGREEMENT is to implement the MISSOURI DEPARTMENT OF CONSERVATION COMMUNITY ASSISTANCE PROGRAM, and is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the CITY OF MOBERLY, Parks and Recreation Department (City) and the MISSOURI DEPARTMENT OF CONSERVATION (Department).

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

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

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

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

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

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

facilities.

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

**2. DEPARTMENT RESPONSIBILITIES.** The Department agrees to:

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

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

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



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

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

**MISSOURI DEPARTMENT OF  
CONSERVATION**

\_\_\_\_\_  
FISHERIES DIVISION CHIEF

**CITY OF MOBERLY**

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
City Clerk



Warranty Deed.

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

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

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

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

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

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

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

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

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

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

Ninth: A tract or parcel of land containing five (5) acres, beginning at the center of Section three, Township fifty three, Range fourteen, thence running South Seven hundred twenty six (726) feet, thence West three hundred (300) feet, thence North Seven hundred twenty six (726) feet, and thence east three hundred (300) feet to the point of beginning.

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## Exhibit A - Page 4

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

Eleventh: A tract or parcel of ground described as follows: All that portion of the North east quarter of the South east quarter of Section three, Township fifty three, Range fourteen, that lies North and west of the public road as it is now located and traveled through the said forty acre tract of land about eighty three one hundredths (83) of an acre heretofore set out and described. It is the intention of this portion of this instrument to convey all the land conveyed to the party of the first part by warranty deed dated March 21st, 1894 and recorded in Deed Book 48 at page 587 of the records of the office of Recorder of deeds of Randolph County, Missouri.

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

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

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

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

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

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

Filed for Record March 19, 1910 at 8 o'clock A.M.  
 Hugh Hinton Recorder

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Exhibit A - Page 6

Book 84

No. 2012 WARRANTY DEED - With Statutory Acknowledgments

SIXTH & BURNER STATIONERY CO., ST.

This Indenture, Made on the third day of June A. D. One Thousand Nine Hundred and seven by and between Sarah M. Buchanan (Widow) & Claude Buchanan  
and Annie M. Buchanan his wife, Katie M. Reagan and Mr. Frank Reagan her husband  
and Clara M. Buchanan, her wife of Randolph County and Missouri  
part 1st of the First Part, and

the City of Moberly (a Municipal Corporation)  
of the County of Randolph in the State of Missouri part 4 of the Second Part:

WITNESSETH, That the said part 1st of the First Part, in consideration of the sum of Twenty six hundred & twenty DOLLARS, to them paid by the said part 4 of the Second Part, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain and Sell Convey and Confirm, unto the said part 4 of the Second Part its Successors and assigns, the following described Lots, Tracts or Parcels of Land, lying, being and situated in the County of Randolph and State of Missouri, to-wit:

Begin three hundred (300) feet west of the South East corner of the North East quarter of section three (3) Township fifty three (53) Range fourteen (14) and run North two (2) chains (200) to a stone thence West ten & 7/16 chains (10.71) to a stone thence North thirteen & 3/16 chains (13.01) to a stone thence East to the South East corner of the North East quarter of the North East quarter of said section three (3) a distance of fifteen & 2/16 chains (15.20) thence South along section line twenty five & 11/16 chains (25.69) half section line thence West three hundred (300) feet to beginning and being all of South East quarter of the North East quarter of section three (3) Township fifty three (53) Range fourteen (14) of section three (3) Acres sold by M. L. Buchanan and wife to H. B. Porter Dec. 29 recorded in Deed Book 29 at page 18 of Deed records of Randolph County, Missouri, the land hereby conveyed being 26.20 acres more or less.  
Grantors herein are the widow and all the heirs and only heirs of Nathaniel Buchanan, deceased.

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

IN WITNESS WHEREOF, The said part 1st of the First Part has hereunto set their hands and seals on the day and year first above written.  
Signed, Sealed and Delivered in Presence of:  
Ratie M. Reagan  
Mr. Frank Reagan  
Claude M. Buchanan (Deed)  
Anna M. Buchanan (Deed)  
STATE OF MISSOURI }  
County of Owens } SS. ON THIS fifth day of June 1907 before me personally appeared  
Claude M. Buchanan  
Verna M. Buchanan  
his wife, to me known to be the same persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Rosely, Mo. the day and year first above written.  
My term expires May 1st 1910.  
George C. Creble  
Notary Public.

STATE OF MISSOURI }  
County of Randolph } SS. ON THIS 3rd day of June 1907 before me personally appeared  
Sarah M. Buchanan, Walter B. Buchanan and Annie M. Buchanan his wife  
Annie M. Buchanan, Walter B. Buchanan and Myrtle B. Buchanan his wife  
Ratie M. Reagan and Mr. Frank Reagan her husband  
to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed. And the said Sarah M. Buchanan and Walter B. Buchanan further declare themselves to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Moberly, Mo. the day and year first above written.  
My term of office as a Notary Public will expire June 2th 1907.  
Willard C. Lane  
Notary Public.  
The foregoing Deed was filed for record in this office on the 21st day of June A. D. 1907, at 2 o'clock 30 minutes P. M.  
By Walter B. Buchanan Deputy. Recorder.

Remarks:

WARRANTY DEED Exhibit A - Page 7

Olive B. Buck, single and  
Mary R. Buck, single  
TO  
The City of Moberly

Recorded in Deed Book 84 Page 481  
Dated June 1, 1907 Consideration \$ 8806.50  
Ack'd June 1, 1907 before J. W. Dorser  
Notary Public Randolph County, Mo.  
Commission Expires  
(SEAL) yes Filed for Record June 21, 1907

Description:

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

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

NO.

RANDOLPH COUNTY ABSTRACT COMPANY

QUIT CLAIM DEED

Winslow Buck and  
single TO  
The City of Moberly

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

Description:

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



Bk 86 p 21

WARRANTY DEED - With Statutory Acknowledgments.

W. D. BARNARD & CO., BANK BOOK BINDER, PRINTERS, LITHOGRAPHERS, ST. LOUIS.

21

This Indenture, Made on the 14th day of February A. D. One Thousand Nine Hundred and Eight by and between The Little Rock Indian Brick Company of Randolph County, Missouri part of the first part, and City of Maplewood, Missouri, a Municipal Corporation of the County of Randolph in the State of Missouri part of the second part,

WITNESSETH, That the said part of the first part, in consideration of the sum of \$100,000 DOLLARS, to it paid by the said part of the second part, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain and Sell, Convey and Confirm, unto the said part of the second part, here and assigns, the following described Lots, Tracts or Parcels of Land, lying, being and situated in the County of Randolph and State of Missouri, to-wit:

Thirty-two (32) acres being all of forty (40) acres except a strip of equal width running north and south off of the west side of said forty (40) acres which said forty (40) acres is divided as beginning by line 1/4 mile north of the southeast corner of Section thirty-four (34) Towns Six, Range Fourteen (14) thence north sixteen (16) degrees six (6) minutes north (19.76) chains, thence west line thirty-two (32) chains, thence north twelve (12) degrees (12.33) chains to south side of the Huntville-Madison road being sixty (60) feet from right of way of Washburn R. R. thence south sixty (60) degrees west with said road five (5) feet hundredths (50) chains, thence south thirty-two (32) degrees eight (8) minutes (32.45) chains thence south seventy (70) degrees east four (4) degrees thirty-three (33) chains, thence south eighty (80) degrees east five (5) degrees thirty (30) chains thence north seventy-five (75) degrees east two (2) degrees thirty (30) chains, thence north fifty-four (54) degrees east one (1) degree and fifteen (15) chains, thence north seventy (70) degrees east three (3) degrees four (4) chains thence east one (1) degree eight (8) minutes hundredths (1.15) chains to beginning, said forty (40) acre tract being five and forty-eight (48) hundredths (54.8) acres part of the N 1/4 of S 6 1/2 of T 34 S 15 R 14 and (30) acres in the east part of the S 6 1/2 of the S 6 1/2 of the S 4 T 34 R 14 and four (4) degrees seven (7) hundredths (4.37) acres in the north part of the N 1/4 of the N 1/4 of Section 3, Towns Six, Range Fourteen.

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

IN WITNESS WHEREOF, The said part of the first part has hereunto set its hand and seal, the day and year first above written, by causing its president and secretary to affix their hands and seals to the said deed. Signed, Sealed and Delivered in Presence of us: The Little Rock Indian Brick Co. By Frank J. Little, President. attn: Frank D. Hudson, Secretary.

STATE OF MISSOURI, ss. County of Randolph. On this 14th day of February 1908, before me personally appeared Frank J. Little, President of the Little Rock Indian Brick Co., a corporation organized under the laws of the State of Missouri, and he acknowledged to me that he executed the foregoing instrument as his free act and deed, and that he is the true and lawful owner of said premises. My term expires June 15th 1908. J. Cross Brouder, Notary Public.

STATE OF MISSOURI, ss. County of Randolph. On this 14th day of February 1908, before me personally appeared to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed. And the said further declared to be single and unmarried. In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in the day and year first above written. My term of office as a Notary Public will expire 1908. Notary Public.

The foregoing Deed was filed for record in this office on the 5th day of February A. D. 1908, at 9 o'clock 45 minutes. By Deputy. Hugh H. Hester, Recorder. Remarks.

Exhibit A - Page 9

Book 84 pg 55

No. 2012 WARRANTY DEED-With Statutory Acknowledgments

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

Redford singly and Allice E. Soats Widow Redford being all parties of the County of Randolph in the State of Missouri parties of the First Part The City of Moberly Missouri a Municipal Corporation of the County of Randolph in the State of Missouri parties of the Second Part

Witnesseth, That said parties of the First Part, in consideration of the sum of Two thousand nine hundred and ninety one DOLLARS, to them paid by the said parties of the Second Part, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain and Sell Convey and Confirm, unto the said parties of the Second Part themselves and assigns, the following described Lots, Tracts or Parcels of Land, lying, being and situated in the County of Randolph and State of Missouri, to-wit:

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

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the Rights, Privileges, Appurtenances and Immunities thereto belonging or in anywise appertaining, unto the said parties of the Second Part, and unto their heirs and assigns, Forever; the said parties just parties hereby covenanting that they are lawfully seized of an indefeasible Estate in Fee in the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear of any incumbrances done or suffered by them or those under whom they claim; and that they will Warrant and Defend the title to the said premises unto the said parties of the Second Part, and unto their heirs and assigns, Forever, against the lawful claims and demands of all persons whomsoever except taxes 1907 and thereon.

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

Signed, Sealed and Delivered in Presence of Us:

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

STATE OF Missouri } SS. ON THIS 21st day of June A.D. 1907, before me personally appeared Lenoy J. Soats and Allice E. Soats his wife, to me known to be the same persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in St. Louis the day and year first above written. My Commission as a Notary Public will expire on the 11th day of Nov 26th A.D. 1910.

STATE OF MISSOURI, } SS. ON THIS 19th day of June A.D. 1907, before me personally appeared Pety J. Redford Atha B. Redford to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed. And the said Pety J. Redford Atha B. Redford further declare themselves to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in St. Louis the day and year first above written. My Commission as a Notary Public will expire on the 11th day of Nov 1910.

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

By Oliver H. Britton Deputy. Hugh Hinton Recorder.

Remarks:

BOOK 13  
581/582

Exhibit A - Page 10

and as just above written.  
L.S.

Phillip C. Kirby, Notary Public

Trustee Sale.

Whereas John Sutliff and Amanda C. Sutliff his wife by their certain deed of trust dated August 15th 1867 and recorded in the Records office of Randolph County in mortgage book No 3 page 142 conveyed to the undersigned trustee the following described real estate lying and being in Randolph County, State of Missouri to wit: 49 acres part of south east quarter of section 25, township fifty three range sixteen and known as Hattie Mill tract; Also the North east quarter of section 36, township 53 range sixteen containing in all 209 acres more or less and being all the lands bought by John Sutliff of M.F. Lane and also the following described lands to wit: The east half of south west quarter section 25, township 53 range 16 and East half of South east quarter section 24 township 53 range 16 which said conveyance was in trust to secure to payment of a certain promissory note in said deed mentioned; and whereas the said note is now due and with the interest unpaid. Now therefore at the request of the legal holder of said note and in pursuance of the provisions of said deed of trust I will on Wednesday February 26 1880 at the Court House door in Hamtville Mo. between the hours of 9 o'clock in the forenoon and 5 o'clock in the afternoon of that day sell said property for cash in hand to the highest bidder at auction for the purpose of paying said note and expenses of this sale.

W. R. Samuel Trustee

State of Missouri }  
County of Randolph }

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

Thomas M. Elmer, Publisher

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

Alex H. Chatter, Notary Public

Filed for record February 26th at 5 P.M. 1880.

C. H. Stone Recorder  
by S. C. Arnold S.R.

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

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

Ses L. H. Hazzett seal

State of Missouri }  
 County of Randolph } Be it remembered that on this 25th day of February A. D. 1881 before the undersigned a Notary Public within and for the County of Randolph aforesaid, personally came S. L. Hazzett who is personally known to me to be the same person whose name is subscribed to the foregoing instrument of writing as forty three (43) and acknowledged the same to be his act and deed for the purposes therein mentioned. In testimony whereof I have hereunto set my hand and affixed my official seal at my office in Mobile in said County, and State the day and year first above written. My term of office as a Notary Public will expire Jan 30<sup>th</sup> 1881

L. S.

W. J. Hollis, Notary Public

Filed for record February 27<sup>th</sup> at 9 A. M. E. H. Hubbard, Recorder  
 S. C. Arnold, Deputy

This deed made and entered into this 13th day of November 1868 by and between A. J. Baker and Jennie E. Baker his wife of the County of Randolph and State of Missouri party of the first part and Margaret Baker of the same County and State of the second part. Witness that the party of the first part for and in consideration of the sum of Seven hundred and thirty five Dollars to them in hand paid the receipt of which is hereby acknowledged by the party of the second part have sold and by these presents do grant, bargain, sell and convey unto the party of the second part all their right title interest and claim in and to the following described real estate situated in the County of Randolph and State of Missouri to wit: 40 acres in the SE 1/4 of sec. 8 10 acres S.E. SE 1/4 sec. 5. 80 acres N.W. 1/4 sec. 8. 40 acres S.E. N.E. sec. 8. 160 acres S.E. sec. 8. 83 acres N. part N.W. sec. 9 all in township 52 range 14. To have and to hold the interest hereby conveyed unto the party of the second part her heirs and assigns forever in witness whereof the party of the first part have hereunto set their hands and seals the day and year above written.

A. J. Baker seal  
 Jennie E. Baker seal  
made

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

Exhibit A - Page 12

NO.

RANDOLPH COUNTY ABSTRACT COMPANY

WARRANTY DEED

J. Ginther & Ola B. Ginther, his wife and  
Eona Stigall & W.C. Stigall, her husband and his wife

TO

City of Moberly

Recorded in Deed Book 103 Page 268  
Dated May 24, 1915 Consideration \$ 1.00  
Ack'd May 24, 1915 before E. F. Gutekunst  
Notary Public Randolph County, Mo.  
Commission Expires  
(SEAL) Yes Filed for Record May 26, 1915

Option:

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

Moberly Message Litho

## EXHIBIT B

### AREA MAINTENANCE STANDARDS

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

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

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

THIS AGREEMENT is to implement the MISSOURI DEPARTMENT OF CONSERVATION COMMUNITY ASSISTANCE PROGRAM, and is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the CITY OF MOBERLY, Department of Public Utilities (City) and the MISSOURI DEPARTMENT OF CONSERVATION (Department).

WHEREAS, the City owns a tract of land in Randolph County with a 360-acre lake known as Sugar Creek Lake that is used by the City for water supply and recreation, and is referred to here as the “Area” and is described in attached Exhibit A; and

WHEREAS, the City and Department entered into a Community Assistance Program Agreement on June 16, 2008 for the Area, as amended on June 15, 2009, which is hereby superseded and replaced; and

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

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

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

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

facilities.

- E. Give proper recognition to the Department and the Federal Aid in Sport Fish Restoration Program in all brochures, advertisements or other publications concerning the Area.
- F. Prohibit fish stocking other than that recommended in writing by a Department fisheries management biologist.
- G. Manage its property within the watershed of Sugar Creek Lake to maintain the lake's good water quality, and take no actions that will lead to the deterioration of the lake's water quality, habitat or aquatic community.
- H. Defend, indemnify and hold harmless the Department, the Conservation Commission, the State of Missouri and their employees and agents from any claim or suit brought by any third party in connection with the Area managed or the facilities to be constructed under this Agreement to the extent allowed by law.
- I. Comply with all federal and state laws, and local ordinances including (but not limited to) the Americans with Disabilities Act, applicable to the maintenance of the facilities constructed under the June 16, 2008 Agreement. The City must meet and follow the terms and conditions found on Exhibit C since funding through the Federal Aid in Sport Fish Restoration was used.
- J. During the term of this agreement, maintain in good order and repair all facilities constructed pursuant to the June 16, 2008 Agreement until June 16, 2033. The facilities include an access road, boat ramp, floating fishing dock, parking lots, concrete pad, security lighting, and privy.

**2. DEPARTMENT RESPONSIBILITIES.** The Department agrees to:

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



3. **JOINT RESPONSIBILITIES AND ACKNOWLEDGEMENTS.** Both parties agree that:
- A. This Agreement is for the purpose of capitalizing on the value of the Area for public fishing and related outdoor activities.
  - B. The Department may fund its obligations under this Agreement with any combination of state and federal monies.
  - C. The required fishing permit as defined by the Wildlife Code of Missouri and the effective regulations pertaining to the taking of fish and use of the Area will be jointly publicized whenever possible.
  - D. This Agreement shall become effective upon execution by both parties. It shall expire twenty-five years from the effective date; provided, however, that it shall renew automatically for successive terms of one year each if neither party has advised the other in writing of its intention to terminate the same at least one hundred and twenty days prior to any applicable termination date.
  - E. In the event of breach or default of this Agreement by the City, or should this Agreement be terminated by the City for other than breach or default by the Department before June 16, 2033, the City shall reimburse the Department for that portion of the costs of improvements at the Area provided by the Department pursuant to the June 16, 2008 Agreement minus the total amount actually expended by the City to maintain said Area as previously set out. In the event of breach or default of this Agreement by the Department prior to its expiration date, use without restriction of all improvements installed at the Area with Department funds pursuant to the June 16, 2008 Agreement shall refer to the City at no cost.
  - F. This Agreement may be amended as desired by the mutual written agreement of the parties hereto.

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

**MISSOURI DEPARTMENT OF  
CONSERVATION**

---

FISHERIES SECTION CHIEF

**CITY OF MOBERLY**

---

CITY MANAGER

Attest:

---

City Clerk

## EXHIBIT A

## LEGAL DESCRIPTION TO: Sugar Creek Lake

Land in Section 3, Township 54, Range 14:

The South Half of the Southwest Quarter of the Southeast Quarter of Section 3, Township 54, Range 14.

Land in Section 10, Township 54, Range 14:

The Southeast Quarter of the Southeast Quarter of Section 10, Township 54 North, Range 14 West.

Beginning at the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section 10, Township 54 North, Range 14 West, thence East 1320 feet, thence South 420 feet, thence West 968 feet, thence South 900 feet, thence West 352 feet, thence North 1320 feet to the point of beginning. EXCEPT that part conveyed in Quit Claim Deed recorded December 17, 1998, in Book 429, at page 189.

All of the Northwest Quarter of the Northeast Quarter of Section 10, Township 54, Range 14.

All of the East Half of the North Half of the Northwest Quarter of the Southwest Quarter of Section 10, Township 54, Range 14.

Beginning at a point 170 feet East from the Southwest corner of the Northeast Quarter of the Southwest Quarter of Section 10, Township 54, Range 14; thence North 841 feet, thence Northeast 564 feet to a point 448 feet East from the Northwest corner of the Northeast Quarter of the Southwest Quarter of said Section 10; thence East 250 feet; thence Southwest to a point 233 feet East from the real point of beginning; thence West 233 feet to the point of beginning. Also, all of the Southeast Quarter of the Northwest Quarter of Section 10, Township 54, Range 14.

Begin at the Southwest corner of the Southwest Quarter of the Southeast Quarter of Section 10, Township 54, Range 14, and run thence in a Northern direction 34 rods to a rock, thence East 34 rods, thence South 37 rods, thence West 45.5 rods to the place of beginning. Also begin 45.5 rods East of Southwest corner of the Southwest Quarter of the Southeast Quarter of Section 10, Township 54, Range 14, thence East 34.5 rods, thence North 37 rods, thence West 46.5 rods, thence South 37 rods to the place of beginning.

All of the East 10 acres of the South Half of the Northwest Quarter of the Southwest Quarter of Section 10, Township 54, Range 14.

Begin at the Southwest corner of the Northeast Quarter of the Southwest Quarter of Section 10, Township 54, Range 14, and run East 170 feet to a stake, thence North 841 feet to a stake, thence in a Northeasterly direction 564 feet, more or less, to a point 448 feet East of the Northwest corner of the Northeast Quarter of the Southwest Quarter of section 10, thence West 448 feet to the Northwest corner of the Northeast Quarter of the Southwest Quarter of Section 10, thence South 1320 feet to the point of beginning, and being part of the Northeast Quarter of the Southwest Quarter of Section 10, Township 54, Range 14.

The East 60 acres of the South Half of the Southwest Quarter of Section 10, Township 54, Range 14. EXCEPT that part conveyed in Quit Claim Deed recorded August 18, 1975, in Book 28M at page 450.

**Land in Section 14, Township 54, Range 14:**

The West Half of the Northeast Quarter and the Northwest Quarter of the Southeast Quarter, EXCEPT that part conveyed to the City of Moberly, Missouri, described as follows, TOWIT: Beginning at the Southwest corner of the Northwest Quarter of the Southeast Quarter of Section 14, Township 54, Range 14, thence North one-half mile to the Northwest corner of the Southwest Quarter of the Northeast Quarter of said Section 14, Township 54, Range 14, thence East 330 feet, thence South one-half mile, thence West 330 feet to the point of beginning, the excepted portion containing 20 acres, more or less, AND ALSO the East Half of the Northeast Quarter of Section 14, Township 54, Range 14. EXCEPT that part deeded to H. Glen Harshbarger and Margie Harshbarger recorded in Deed Book 12M at page 425.

Begin at the Southwest corner of the Northwest Quarter of the Southeast Quarter of Section 14, Township 54 North, Range 14 West; thence North one-half mile to the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section 14, Township 54 North, Range 14 West; thence due East 330 feet; thence South one-half mile, thence West 330 feet to the point of beginning.

Starting at a point on the line between the East and West halves of the Southwest Quarter of Section 14, Township 54 North, Range 14 West, said point being 718.5 feet Northerly from the Southwest corner of the Northeast Quarter of the Southwest Quarter of said Section 14; thence West 25 feet; thence North 2 ½ degrees East 100 feet; thence North 6 degrees East 360 feet, more or less, to said line between the East and West halves of the Southwest Quarter of Section 14, Township 54, Range 14; thence North 2 ½ degrees East along said line 335 feet, more or less, to the South line of the City Reservoir property; thence South 87 ½ degrees East 76 feet, more or less, to the old fence line; thence South 3 degrees East 185 feet, more or less, along said fence line to a 24 inch Elm tree; thence South 28 ½ degrees East along said fence line a distance of 326 feet, more or less, to a corner post; thence South along the said fence line 329 feet, more or less, to a point opposite starting point and 277 feet distance therefrom; thence North 87 ½ degrees West 277 feet, more or less, to point of beginning, in Section 14, Township 54 North, Range 14 West.

The North 34 acres of the Southeast Quarter of the Northwest Quarter of Section 14, Township 54, Range 14.

Beginning at the Southeast corner of the Southeast Quarter of the Northwest Quarter of Section 14, Township 54, Range 14, go North 198 feet, thence West 270 feet, thence South 418 feet, thence East 270 feet, thence North 220 feet to the place of beginning.

The North 3 acres off of the South 23 acres of the Southwest Quarter of the Northwest Quarter of Section 14, Township 54, Range 14.

The South Half of the Southwest Quarter of the Northwest Quarter of Section 14, Township 54, Range 14. EXCEPT all of six (6) acres off the South side of Southwest Quarter of the Northwest Quarter of Section 14, Township 54, Range 14.

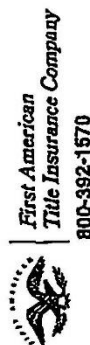
**Land in Section 15, Township 54, Range 14:**

Beginning at the Southwest corner of the Southwest Quarter of the Northwest Quarter of Section 15, Township 54, Range 14 West of the Fifth Principal Meridian, and running East 870 feet, thence North 800 feet, thence Northwesterly 50 feet to center line of Sugar Creek, thence in Southwest direction following the meanderings of the center line of Sugar Creek to the North line of the South Half of the Southwest Quarter of the Northwest Quarter of Section 15, thence West to the West line of the Southwest Quarter of the Northwest Quarter of Section 15, thence South to the point of beginning, and being a part of the Southwest Quarter of the Northwest Quarter of Section 15, Township 54, Range 14.

Begin at a point 650 feet South of the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 15, Township 54, Range 14 West of the Fifth Principal Meridian, and run South 295 feet, thence South 81 degrees 15 minutes 315 feet, thence South 65 degrees 7 minutes West 129 feet, thence South 27 degrees 35 minutes West 148 feet, thence South 5 degrees 14 minutes East 280 feet, thence South 3 degrees 34 minutes West 118 feet, thence North 79 degrees 24 minutes West 130 feet, thence North 28 degrees West 438 feet, thence North 34 degrees 31 minutes West 88 feet, thence North 68 degrees 31 minutes West 242 feet, thence North 57 degrees 19 minutes West 346 feet to the West line of the Southeast Quarter of the Northeast Quarter of Section 15, thence North along the West line of the Southeast Quarter of the Northeast Quarter 783 feet, thence East 1320 feet to the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 15, Township 54, Range 14, thence run South 650 feet to the place of beginning, and being a part of the Southeast Quarter of the Northeast Quarter of Section 15, and a part of the Northeast Quarter of the Southeast Quarter of Section 15, all in Township 54, Range 14.

Also 14.91 acres of land off the East end of the North Half of the Southwest Quarter of the Northeast Quarter of Section 15, Township 54, Range 14, bounded and described as follows: Begin at the Northeast corner of the Southwest Quarter of the Northeast Quarter of Section 15, and run thence South 660 feet, thence West 1195 feet to the center of Sugar Creek, thence Northeastwardly following the meanderings of the center line of Sugar Creek to a point 421 feet East of the West line of the Southwest Quarter of the Northeast Quarter of Section 15, thence East 899 feet to the point of beginning.

All of the Northwest Quarter of the Northeast Quarter and the Northeast Quarter of the Northwest Quarter of Section 15; ALSO begin at the Northeast corner of the Southeast Quarter of the Northwest Quarter of Section 15, Township 54, Range 14, and run thence South 8 chains and 50 links to a stone from which a birch 12 inches in diameter bears North 34 degrees East 4 links, thence North 75 degrees West 13 chains and 50 links to a stake from which an elm 18 inches in diameter bears North 85 degrees East 15 links, thence North 4 chains and 85 links to a stone from which a walnut 4 inches in diameter bears South 30 degrees West 11 links, thence East with the North line of said 40 acres to the place of beginning.



The West Half of the Northwest Quarter of the Southwest Quarter of Section 15, Township 54, Range 14.

Begin at the Northwest corner of the Southeast Quarter of the Southwest Quarter of Section 15, Township 54, Range 14, and run thence North 40 feet, thence East 300 feet, thence South 488 feet, thence East 1020 feet, thence South 40 feet, thence West 1320 feet, thence North 488 feet to the point of beginning.

The East Half of the Northwest Quarter of the Southwest Quarter of Section 15, Township 54, Range 14.

That part of the West Half of the Northwest Quarter of Section 15 that lies North of Sugar Creek, being the North 52 acres of same, in Township 54, Range 14.

Begin at a point 561 feet South of the Northeast corner of the Southeast Quarter of the Northwest Quarter of Section 15, Township 54, Range 14, and run South 244 feet, thence West 740 feet, thence in a Northwesterly direction 892 feet, more or less, to a point 150 feet South of the Northwest corner of the Southeast Quarter of the Northwest Quarter of Section 15, thence in a Southwesterly direction 690 feet, more or less, to a point 660 feet North of the center line of Section 15, thence North 140 feet, thence in a Northwesterly direction 50 feet to the center of Sugar Creek, thence following the center line of Sugar Creek in a Northeasterly direction to a point 108 feet North of the Northwest corner of the Southeast Quarter of the Northwest Quarter of Section 15, thence South 108 feet to the Northwest corner of the Southeast Quarter of the Northwest Quarter of Section 15, thence East 459 feet, thence South 320 feet, thence South 75 degrees East 891 feet to the point of beginning.

All of the South Half of the Southwest Quarter of the Northeast Quarter of Section 15, Township 54, Range 14. ALSO, a tract of ground described as follows: Begin at the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section 15, Township 54, Range 14, and run thence South 165 yards or more to the middle of the channel of Sugar Creek, thence East along with the meanderings of said stream to the bend in said stream near the North line of the said Southwest Quarter of the Northeast Quarter of said Section 15, and thence North from said bend to said North line, thence West to the place of beginning.

Beginning at the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 15, Township 54, Range 14, thence South 1320 feet, thence East 210 feet, thence Northeasterly to a point 450 feet East from the said point of beginning; thence West 450 feet to point of beginning.

Beginning at a point 500 feet West from the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 15, Township 54, Range 14, thence North 5 degrees 45 minutes East 1084.4 feet; thence North 79 degrees 24 minutes West 34.5 feet; thence North 3 degrees 34 minutes East 125 feet; thence North 5 degrees 14 minutes West 265.3 feet; thence North 27 degrees 35 minutes East 116.2 feet; thence North 65 degrees 7 minutes East 102.8 feet; thence North 81 degrees 15 minutes East 300.3 feet; thence Northerly 50.5 feet; thence South 81 degrees 15 minutes West 315.0 feet; thence South 65 degrees 7 minutes West 127.0 feet; thence South 27 degrees 35 minutes West 148.0 feet; thence South 5 degrees 14 minutes East 280.0 feet; thence South 3 degrees 34 minutes West 118.0 feet; thence North 79 degrees 24 minutes West 130.0 feet; thence North 28 degrees West 438.0 feet; thence North 34 degrees 31 minutes West 88 feet; thence North 68 degrees 31 minutes West 242.0 feet; thence North 57 degrees 19 minutes West 346.0 feet; thence Southerly 59.5 feet; thence South 57 degrees 19 minutes East 318.8 feet; thence South 68 degrees 31 minutes East 231.6 feet; thence South 34 degrees 31 minutes East 69.9 feet; thence South 28 degrees East 395.2 feet; thence North 79 degrees 24 minutes West 20.9 feet; thence South 5 degrees 45 minutes West 1155.6 feet; thence North 86 degrees 57 minutes East 302.2 feet to point of beginning.

Beginning at a point 805 feet South of the Northeast corner of the Southeast Quarter of Northwest Quarter of Section 15, Township 54, Range 14, and running thence South 250 feet, thence West 880 feet, thence North 240 feet, thence in a Northwesterly direction and parallel with the present fence line between the City of Moberly, Missouri, and Silvesta and Hannah Stevenson's land to the West line of said Stevenson's land, thence Northeasterly 141 feet to the Northwest corner of said Stevenson's land, thence Southeasterly and along the North line of said Stevenson's land 892 feet, more or less, thence due East 740 feet to the place of beginning.

Starting at a point 157 feet North of the Southwest corner of the Southeast Quarter of Northeast Quarter of Section 15, Township 54, Range 14, thence continue North 282.8 feet, thence South 57 degrees 19 minutes East 237 feet, thence South 152.8 feet, thence West 200 feet to place of beginning, said tract being located in the Southeast Quarter of Northeast Quarter of Section 15, Township 54, Range 14.

Starting at a point that is 298.6 feet West of the Northeast corner of the Northwest Quarter of Southeast Quarter of Section 15, Township 54 North, Range 14 West, thence South 11 degrees West 179 feet, more or less, to a blazed 9" white oak tree; thence South 32 degrees West 209 feet, more or less, to a blazed 12" ash tree; thence South 59 degrees West 149 feet, more or less, to a blazed 12" white oak tree; thence North 67 degrees 30 minutes West 111 feet, more or less, to a 4" Dbl. white oak tree; thence North 18 degrees 30 minutes East 230.5 feet, more or less, to a 4" white oak tree in a cluster of seven oak trees; thence 15 degrees West 180.6 feet to a blazed 9" oak tree in the east-west half section line of said Section 15; thence easterly along said half section line 350.5 feet to place of beginning.

Beginning at a point 660 feet South and 550 feet East and 925 feet North of the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section 15, Township 54, Range 14, being the true point of beginning; thence East 770 feet, thence South 324 feet, thence West 620 feet, thence North 224 feet, thence West 30 feet, thence Northwesterly in a straight line to the true point of beginning.

Beginning at a point that is 186 feet South of the Northwest corner of the South Half of the Northeast Quarter of the Southwest Quarter of Section 15, Township 54, Range 14, thence South 140 feet; thence East 425 feet; thence North 140 feet; thence West 425 feet to the point of beginning. Being located in the East Half of the Southwest Quarter of Section 15, Township 54, Range 14.

A portion of the Southwest Quarter of Section 15, Township 54 North, Range 14 West, more particularly described as follows: Beginning at a point that is 326 feet South of the Northwest corner of the South Half of the Northeast Quarter of the Southwest Quarter of Section 15, Township 54 North, Range 14 West; thence South 238 feet; thence East 425 feet; thence North 238 feet; thence West 425 feet to the point of beginning, being located in the East Half of the Southwest Quarter of Section 15, Township 54, Range 14.

**EXCEPTIONS from the above described lands in Section 15:**

- A Land conveyed in Quit Claim Deed recorded August 18, 1975, in Book 28M at page 450.
- B Land conveyed in Quit Claim Deed recorded December 2, 1981, in Book 61M, Page 23.
- C Land conveyed in Quit Claim Deed recorded June 21, 1989, in Book 150H at page 12.
- D Land conveyed in Warranty Deed recorded August 30, 1996, in Book 377 at page 138.

**Land in Section 16, Township 54, Range 14:**

Six acres bounded and described as follows: Beginning at the Southeast corner of the Southeast Quarter of the Northeast Quarter of Section 16, Township 54, Range 14, and run West 426 feet, thence North 21 degrees 25 minutes East 223 feet, thence North 2 degrees 24 minutes East 279 feet, thence North 59 degrees 54 minutes West 243 feet, thence North 70 degrees 20 minutes West 186 feet to the North line of the North Half of the Southeast Quarter of the Northeast Quarter of Section 16, thence East to the East line of the Southeast Quarter of the Northeast Quarter of Section 16, thence South to the point of beginning, and being a part of the Southeast Quarter of the Northeast Quarter of Section 16, Township 54, Range 14.

Begin at the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 16, Township 54, Range 14 West of the Fifth Principal Meridian, and run West 225 feet, thence South 555 feet, thence West 500 feet, thence South 105 feet, thence East 725 feet, thence North 660 feet to the point of beginning.

Begin at the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 16, Township 54, Range 14, thence run West 250 feet to the center of Sugar Creek, thence North 570 feet, thence North 53 degrees West 1246 feet to the South line of G. Kribb's property, thence East along the South line of G. Kribb's property 1245 feet to the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 16, thence South 1320 feet to the place of beginning.



Begin at a point 250 feet West and 570 feet North of the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 16, Township 54, Range 14 West of the Fifth Principal Meridian, thence North 53 degrees West 1246 feet to a point 75 feet East of the Northwest corner of the Northeast Quarter of the Southeast Quarter of Section 16, thence West 75 feet to the Northwest corner of the Northeast Quarter of the Southeast Quarter of Section 16, thence South 200 feet, thence South 62 degrees 48 minutes East 1203 feet to the point of beginning.

The East 132 feet of the South Half of the Northeast Quarter of the Northeast Quarter of Section 16, Township 54 North, Range 14 West.

Beginning at a point 426 feet West from the Southeast corner of the Northeast Quarter of Section 16, Township 54 North, Range 14 West, thence North 21 degrees 25 minutes East 223 feet, thence North 2 degrees 24 minutes East 279 feet, thence North 59 degrees 24 minutes West 243 feet, thence North 70 degrees 20 minutes West 186 feet, thence West 595 feet, thence South 57.1 feet, thence East 595 feet, thence South 70 degrees 20 minutes East 186 feet, thence East 59 degrees 24 minutes East 243 feet, thence South 2 degrees 24 minutes West 279 feet, thence South 21 degrees 25 minutes West 229 feet, thence East 57.1 feet to point of beginning.

Beginning at a point 250 feet West of the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 16, Township 54 North, Range 14 West, thence North 570 feet; thence Northwesterly to a point 200 feet South of the Northwest corner of said Northeast Quarter of the Southeast Quarter of said Section 16; thence South 1113.7 feet to the Southwest corner of said Northeast Quarter of the Southeast Quarter of said Section 16; thence continue South 259.1 feet on the line between the east and west halves of the Southeast Quarter of said Section 16; thence North 37 degrees East 792 feet; thence South 53 degrees East 593.6 feet to the line between the north and south halves of the Southeast Quarter of said Section 16; thence East along said line to place of beginning, being in the Northeast Quarter of the Southeast Quarter and in the Southeast Quarter of the Southeast Quarter of Section 16, Township 54 North, Range 14 West of the Fifth Principal Meridian.

Beginning at a point 164.2 feet North of the Southeast corner of the Northwest Quarter of the Southeast Quarter of Section 16, Township 54 North, Range 14 West; thence South 37 degrees West 602 feet; thence South 53 degrees East 250 feet; thence North 37 degrees East 258 feet, more or less, to the line between the east and west halves of the Southeast Quarter of said Section 16; thence North along said line 423.3 feet, more or less, to point of beginning, being in the West Half of the Southeast Quarter of Section 16, Township 54 North, Range 14 West of the Fifth Principal Meridian.

All in Randolph County, Missouri.

5004  
No. 222 Rev. 1-75  
PRINTED AND FOR SALE BY STANDARD TRACTING CO., HANOVER, MO.

# QUIT-CLAIM DEED

BY A CORPORATION

This INSTRUMENT, Made on the 14th day of August, A. D. One Thousand 1975,  
between One Hundred and Seventy-five, by and between  
**CITY OF MOBERLY, MISSOURI**, a municipal Corporation

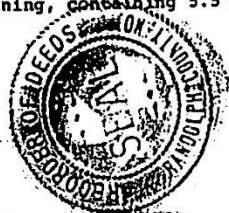
of the State of Missouri, party of the First Part and  
Albert Phillips and Wanda Phillips, husband and wife  
of the County of Randolph in the State of Missouri  
parties of the Second Part (mailing address of said first named grantee is Rural Route 2  
Huntsville, Missouri).

WITNESSETH that the said party of the First Part, in consideration of the sum of  
Five Dollars and other valuable considerations \$5.00  
to be paid by said parties of the Second Part, the receipt of which is hereby acknowledged, does by  
these presents **SELL, GRANT AND REMOVAL QUIT-CLAIM** unto the said parties of the Second Part, the  
following described **TRACTS OF LAND**, lying, being and situate in the County of Randolph  
and State of Missouri to-wit:

A tract of land in Section 10, Township 54 North, Range 14 West,  
Randolph County, Missouri, and described as follows: Beginning at  
the Southeast corner of the West 1/2 of the Southwest 1/4 of the  
Southwest 1/4 of said Section 10, Township 54 North, Range 14 West; thence along the  
East line of said Southwest 1/4 of said Section 10 South 86 degrees 45 minutes East  
a distance of 322.21 feet to a point on the water's edge of Sugar  
Creek Lake; thence leaving said North line and along the water's edge  
in a southerly and westerly direction the following courses and dis-  
tances, South 20 degrees 59 minutes West - 74.33 feet, thence North  
10 degrees 41 minutes West - 128.99 feet, thence North 81 degrees 11  
minutes West - 102.44 feet, thence North 79 degrees 03 minutes West -  
120.12 feet to a point on the East line of the West 1/2 of the Southwest  
1/4 of said Section 10, thence North 1 degree 53 minutes  
East a distance of 26.24 feet to the point of beginning, containing 0.3  
acres, more or less.

A tract of land in Section 10, Township 54 North, Range 14 West, Ran-  
dolph County, Missouri, and described as follows: Beginning at a  
point on the East line of the West 1/2 of the Southwest 1/4 of the  
Southwest 1/4 of said Section 10, Township 54 North, Range 14 West, said  
point being North 1 degree 53 minutes East a distance of 179.19 feet  
from the Southeast corner of the West 1/2 of the Southwest 1/4 of the  
Southwest 1/4 of said Section 10, said point being also on water's  
edge of Sugar Creek Lake, thence along the water's edge in an Easterly,  
Northerly and Westerly direction the following courses and distances,  
South 86 degrees 04 minutes East - 108.98 feet, thence North 56 degrees  
42 minutes East 71.85 feet, thence North 24 degrees 14 minutes East  
257.33 feet, thence North 31 degrees 30 minutes East - 243.1 feet, thence  
North 13 degrees 47 minutes East 163.0 feet, thence North 26 degrees  
03 minutes West - 161 feet, thence North 45 degrees 00 minutes West -  
112.4 feet, thence North 47 degrees 25 minutes West a distance of 88.05  
feet, thence North 56 degrees 51 minutes West - 160.0 feet, thence  
North 67 degrees 18 minutes West - 22.79 feet to a point on the East  
line of the West 1/2 of the Southwest 1/4 of said section  
10, thence South 1 degree 53 minutes West a distance of 925.71 feet to  
the point of beginning, containing 5.5 acres, more or less.

AND ALSO,



STATE OF MO. RANDOLPH CO.  
FILED FOR RECORD  
Huntsville  
AUG 18 1975  
S. L. Min. R. N. Book 450  
Rogel E. Windsor, Co. Recorder  
S. L. Min. R. N. Book 450

Exception A

Tract 3: A tract of land in Section 15, Township 54 North, Range 14 West, Randolph County, Missouri and described as follows: Commencing at the Southeast corner of the West 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 15, Township 54 North, Range 14 West, thence North 1 degree 51-1/2 minutes East a distance of 45.5 feet to the point of beginning of the description herein, said point being also a point on the water's edge of Sugar Creek Lake, thence along the water's edge in a Northeastly and Northwestly direction the following courses and distances, North 35 degrees 54 minutes East - 92.22 feet, thence North 39 degrees 14 minutes East - 186.3 feet, thence North 41 degrees 26 minutes East - 159.35 feet, thence North 16 degrees 21 minutes East 36.6 feet, thence North 55 degrees 21 minutes West - 216.55 feet, thence North 68 degrees 34 minutes West - 96.24 feet to a point on the East line of the West 5 acres of the Northwest 1/4 Northwest 1/4 Northwest 1/4 of said section 15, thence South 01 degree 51-1/2 minutes West a distance of 534.0 feet to the point of beginning, containing 2.7 acres, more or less.

The grantor herein grants to the grantees herein, their heirs and assigns an easement for ingress and egress from Sugar Creek Lake to the land herein conveyed.

No sewage disposal system shall be maintained on the above property unless the same shall be in compliance with the laws, rules and regulations of the State of Missouri. This covenant shall run with the land and be enforceable by injunction by the City of Moberly, Missouri.

TO HAVE AND TO HOLD, the same with all Rights, Immunities, Privileges and Appurtenances thereto belonging, unto the said parties of the Second Part, and their heirs and assigns FOREVER, so that neither the said party of the First Part, nor any other persons, for it or in its name or behalf, shall or will hereafter claim or demand any right, or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

In Witness Whereof, The said party of the First Part has caused these presents to be signed by its Mayor, attested by its City Clerk

and its corporate seal to be hereunto affixed, the day and year first above written.

CITY OF MOBERLY, MISSOURI  
 Mayor *Charles W. Carter*  
 City Clerk *R.W. D... ..*


STATE OF MISSOURI )  
 ) ss  
 COUNTY OF RANDOLPH )

On this 14<sup>th</sup> day of August, 1975, before me personally appeared CHARLES W. CARTER, to me personally known, who being by me duly sworn, did say that he is the Mayor of the City of Moberly, Missouri, a municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of the City Council of Moberly, Missouri, and that said Charles W. Carter acknowledged said instrument to be the free act and deed of said municipal corporation.

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

My commission expires: Jan 20, 1978  
 Notary Public

*R.W. D...*  
 Notary Public *R.W. D...*



Exception B

7185

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### Corporation Quit-Claim Deed

This Indenture, Made on the 5<sup>th</sup> day of October, A. D., One  
 Thousand Nine Hundred and Eighty-one, by and between  
 City of Moberly, Missouri, a Municipal Corporation,  
 a corporation, duly organized under the laws of the State of Missouri, of the County of  
 Randolph, State of Missouri, party of the first part, and  
 Roger S. Grinnip and Miriam J. Grinnip, husband and wife  
 of the County of Randolph, State of Missouri, party of the second part,  
 (Mailing address of said first named grantee is Route 2 Moberly, MO)

WITNESSETH, THAT THE SAID PARTY OF THE FIRST PART, in consideration of the sum  
 of One dollar and other good and valuable consideration ~~DOES~~  
 to it in hand paid by the party of the second part, the receipt for which is hereby acknowledged, does,  
 by these presents, REMISE, RELEASE and FOREVER QUIT-CLAIM unto the said party of the second  
 part, the following described lots, tracts or parcels of land, being and situate in the County of  
 Randolph and State of Missouri to-wit:  
 Starting at a point that is 635.6 feet south of and 55 feet east of  
 the northwest corner of the south half of the northeast quarter of the  
 southwest quarter of Section 15, Township 54, Range 14; thence east  
 245 feet; thence south 488 feet more or less to the north line of the  
 roadway owned by the City of Moberly; thence northwestwardly 546 feet  
 more or less to the point of beginning. Being located in the east half  
 of the southwest quarter of Section 15, Township 54, Range 14 and  
 containing 1.37 acres more or less.

XXXXXX OF QUIT CLAIM DEED XXXX  
 XXX  
 XXX  
 XXX  
 XXX  
 XXX  
 XXX  
 XXX

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appur-  
 tenances, thereto belonging, unto the said party of the second part and unto their  
 heirs and assigns forever; so that neither the said party of the first part, nor any other  
 person or persons, for it or in its name or behalf, shall or will hereafter claim or demand any right  
 or title to the aforesaid premises or any part thereof, but they and each of them shall, by these  
 presents, be excluded and forever barred.

IN WITNESS WHEREOF, The said party of the first part has caused these presents to be  
 signed by its President and attested by its Secretary, and the corporate seal to be hereto attached,  
 the day and year first above written.

CITY OF MOBERLY, MISSOURI,  
 a municipal corporation  
 By Donald R. Schaffner  
 President

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### Corporation Quit-Claim Deed

Exception C

This Indenture, Made on the 5th day of June A. D., One Thousand Nine Hundred and Eighty-nine, by and between  
 City of Moberly, Missouri, a municipal corporation  
 a corporation, duly organized under the laws of the State of Missouri, of the County of  
 Randolph, State of Missouri, party of the first part, and  
 Larry Wayne Threlkeld and Karen Dawn Threlkeld, husband and wife  
 of the County of Randolph, State of Missouri, party of the second part,  
 (Mailing address of said first named grantee is RRoute # 3 Box 80 T Moberly Mo. 65270).

WITNESSETH, THAT THE SAID PARTY OF THE FIRST PART, in consideration of the sum  
 of Ten Dollars and other good and valuable consideration DELEMRESX  
 to it in hand paid by the party of the second part, the receipt for which is hereby acknowledged, does,  
 by these presents, REMISE, RELEASE and FOREVER QUIT-CLAIM unto the said party of the second  
 part, the following described lots, tracts or parcels of land, lying, being and situate in the County of


Randolph and State of Missouri to-wit:  
 A portion of the SW $\frac{1}{4}$  of Section 15, Township 54N, Range 14W, Randolph  
 County, MO, more particularly described as follows: Beginning, at a  
 $\frac{1}{4}$  inch iron pipe being the NW corner of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of  
 Section 15, Township 54N, Range 14W; thence along the west line of the  
 NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said Section 15, South 01 $^{\circ}$  44' 30" west 635.60 feet  
 to the true point of beginning; thence leaving said west line north 87 $^{\circ}$   
 22' 13" east 55.0 feet; thence south 27 $^{\circ}$  54' 20" east 526.58 feet to a  
 $\frac{1}{4}$  inch iron pipe on the north line of Moberly Waterworks Road owned by  
 the City of Moberly, Missouri, also being the SW corner of land as  
 described by Deed in Book 73H, Page 991, Randolph County; thence south  
 40 feet; thence West 308 feet, more or less, to the west line of the  
 SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 15, Township 54N, Range 14W; thence north 517  
 feet, more or less, to the point of beginning, and containing 2.32 acres,  
 more or less.

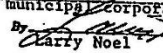
The City of Moberly, Missouri retains a permanent maintenance easement over  
 the entire 2.32 acre tract for roadway and utility purposes.

~~THIS DEED IS VOID EXCEPT AS HEREIN EXPRESSLY PROVIDED~~  
 REPRODUCTION OF CERTAIN INFORMATION FROM THE ORIGINAL RECORD  
 REPRODUCTION OF THE ORIGINAL RECORD BY THE MISSOURI DEPARTMENT OF REVENUE  
 MISSOURI DEPARTMENT OF REVENUE  
 MISSOURI DEPARTMENT OF REVENUE  
 MISSOURI DEPARTMENT OF REVENUE  
 MISSOURI DEPARTMENT OF REVENUE  
 MISSOURI DEPARTMENT OF REVENUE  
 MISSOURI DEPARTMENT OF REVENUE  
 MISSOURI DEPARTMENT OF REVENUE

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appur-  
 tenances, thereto belonging, unto the said party LES of the second part and unto their  
 heirs and assigns forever; so that neither the said party of the first part, nor any other  
 person or persons, for it or in its name or behalf, shall or will hereafter claim or demand any right  
 or title to the aforesaid premises or any part thereof, but they and each of them shall, by these  
 presents, be released and forever barred.

IN WITNESS WHEREOF, The said party of the first part has caused these presents to be  
 signed by its President and attested by its Secretary, and the corporate seal to be hereto attached,  
 this day and year first above written.

  
 \_\_\_\_\_  
 CITY CLERK

CITY OF MOBERLY, MISSOURI  
 a municipal corporation  
 By  Mayor

STATE OF MISSOURI }  
COUNTY OF RANDOLPH } ss.

On this 5th day of June, 1989, before me appeared Larry Neel, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of Moberly, Missouri, a municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of the City of Moberly, and that said instrument was signed and sealed in behalf of the City of Moberly, by authority of its Council and said Larry Neel acknowledged said instrument to be the free act and deed of the City of Moberly, Missouri.

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

My term expires LAWRENCE LACY  
Notary Public - State of Missouri  
Recorded in Randolph County  
Notary Public  
*Lawrence Lacy*  
Notary Public

**Quit-Claim Deed**

FROM \_\_\_\_\_

TO \_\_\_\_\_

Filed for record this 21st day of JUNE, A. D., 1989, at 10 o'clock 10 minutes A. M. Recorded in Book 150 at Page 12

CHARLES M. CROSSWHITE  
Recorder  
*Charles M. Crosswhite*  
Deputy

Recorder's Fee, \$ 11.00

Larry Threlkeld  
Moberly, MO.

INDEXED

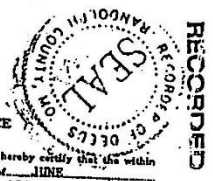
STATE OF MISSOURI  
COUNTY OF RANDOLPH } ss.

IN THE RECORDER'S OFFICE

I, CHARLES M. CROSSWHITE Recorder of said County, do hereby certify that the within instrument of writing was, at 10 o'clock and 10 minutes A. M., on the 21st day of JUNE, A. D., 1989, duly filed for record in my office, and is recorded in the records of this office, in book 150 at page 12

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at MOBERLY, MISSOURI this 21st day of JUNE, A. D., 1989

CHARLES M. CROSSWHITE  
*Charles M. Crosswhite*  
RECORDER



Exception D

138

2891

**CORRECTION**  
Missouri  
**CORPORATION WARRANTY DEED**

THIS INDENTURE, Made on the 29<sup>th</sup> day of August, 1996 by and between:

**CITY OF MOBERLY**, A Municipal Corporation duly organized under the laws of the State of Missouri of the County of Randolph, State of Missouri, party of the first part, and

**BOBBY N. BLADES and BONNIE R. BLADES, husband and wife**  
of the County of Randolph, State of Missouri, parties of the second part.

(Mailing address of said first named grantee is : R.R. #3, Moberly, Missouri 65270)

WITNESSETH; THAT SAID PARTY OF THE FIRST PART, in consideration of the sum of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS in it hand paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM, unto the said party of the second part its Successors and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Randolph and State of Missouri, to-wit:

A portion of the SW 1/4 of the NE 1/4 of Section 15, Township 54 North, Range 14 West, Randolph County, Missouri, being more particularly described as follows:

Beginning at a 3/4" iron rod (found) at the Southwest corner of the SW 1/4 of the NE 1/4 of said Section 15:

Thence S 89 degrees 54 minutes 30 seconds E. 28.30 feet to a 1/2" iron rod (set) on the East right-of-way line of the Sugar Creek Lake Park Road and the TRUE POINT OF

**BEGINNING:**

Thence along the East and South right-of-way lines of said road.

1. N 23 degrees 57 minutes 05 seconds E 40.59 feet;
2. N 35 degrees 12 minutes 34 seconds E 32.07 feet;
3. N 48 degrees 01 minute 41 seconds E 24.31 feet;
4. N 61 degrees 20 minutes 19 seconds E 32.36 feet
5. N 76 degrees 32 minutes 04 seconds E 35.82 feet;
6. N 85 degrees 45 minutes 50 seconds E 34.53 feet;
7. N 88 degrees 45 minutes 19 seconds E 78.74 feet;

Thence leaving said right-of-way line, S 3 degrees 16 minutes 10 seconds W. 108.22 feet to a 1/2" Iron rod (found), the Northeast corner of a survey dated July, 1992 and recorded in Sleeve 202, Office of the Randolph County Recorder;

Thence along the north line of said tract, N 89 degrees 54 minutes 30 seconds W. 223.27 feet to the TRUE POINT OF BEGINNING.

The above described tract of land contains 0.46 acres more or less.

This deed to correct an erroneous legal description contained in deed recorded on August 20, 1996 in Book 376 at page 410 of the Randolph County Records.

It is an express condition as a part of the purchase price of this property that the property conveyed shall not be used for any business or commercial purpose nor shall the property be used for the construction of residences or dwellings. The above referenced conditions and restrictions shall operate as covenants running with the land for the benefit of the grantor and shall be binding upon all persons who may hereinafter own, possess or control said property. The grantor herein expressly reserves the right to enforce these restrictions through any proceedings, at law or in equity, against any person or person violating or threatening to violate such restrictions and to recover any damages suffered from any violation thereof.

**TO HAVE TO HOLD.** The premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said party of the second part and unto its Successors and assigns forever, the said CITY OF MOBERLY, hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear from any incumbrance done or suffered by it or those under whom it claims; and that CITY OF MOBERLY, will warrant and defend the title of the said premises unto the said party of the second party and unto its Successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said party of the first part has caused these presents to be signed by its Presiding Officer and attested by its Secretary, and the corporate seal to be hereto attached, the day and year first above written.

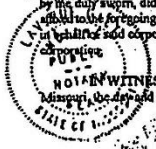
CITY OF MOBERLY

*Larry Noel*  
By:



STATE OF MISSOURI )  
COUNTY OF RANDOLPH )

On this 22 day of August, 1996, before me appeared LARRY NOEL, D.O. to me personally known, who being by me duly sworn, did say that he is the Mayor of CITY OF MOBERLY, a Municipal Corporation and that the seal attached to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in full faith and belief of said corporation, and said LARRY NOEL acknowledged said instrument to be the free act and deed of said



NOTARY WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Moberly, Missouri, the day and year last above written.

*Laverne Lacy*  
Notary Public

My Commission Expires:

LAVERNE LACY  
NOTARY PUBLIC STATE OF MISSOURI  
RANDOLPH COUNTY  
MY COMMISSION EXP. JAN. 18, 1999



STATE OF MISSOURI  
COUNTY OF RANDOLPH  
BOOK 377 PAGE 138

AUG 30 1996

HOUR 1 : 55 PM

*Patricia Brown*  
Deputy

*Bonnie Blades*  
#21 RR 3  
Moberly Mo 65270



**Missouri**  
**CORPORATION WARRANTY DEED**

THIS INDENTURE, Made on the 11<sup>th</sup> day of October, 2007 by and between:

**COON CREEK SHRINE CLUB**, a Missouri Not For Profit Corporation, GRANTOR  
duly organized under the laws of the State of Missouri, party of the first part,  
108 Rose Lane, Higbee, MO 65257 and

**CITY OF MOBERLY**, A Municipal Corporation - GRANTEE  
County of Randolph, State of Missouri, party of the second part

(Mailing address of said first named grantee is 101 West Reed Street, Moberly, MO 65270)

**WITNESSETH; THAT SAID PARTY OF THE FIRST PART**, in consideration of the sum of **ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS** paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents, **GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM**, unto the said party of the second part its Successors and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Randolph and State of Missouri, to-wit:

Begin 1379 feet South of Northeast corner of Southeast Quarter of Northwest Quarter of Section 15, Township 54, Range 14, Randolph County, Missouri, thence West 224 feet to the True Point of Beginning, thence West 50 feet, South 75 feet, East 50 feet, North 75 feet to the True Point of Beginning.

**TO HAVE TO HOLD**, The premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said party of the second part and unto its Successors and assigns forever, the said **COON CREEK SHRINE CLUB** hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear from any incumbrance done or suffered by it or those under whom it claims; and that **COON CREEK SHRINE CLUB** will warrant and defend the title of the said premises unto the said party

of the second part and unto its Successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said party of the first part has caused these presents to be signed by its President and attested by its Secretary and the corporate seal to be hereto attached, the day and year first above written.

COON CREEK SHRINE CLUB

Joe Bill Dennis  
Joe Bill Dennis, President

ATTEST

Max Borrón  
Max Borrón, Secretary

STATE OF MISSOURI )  
                                  )SS.  
COUNTY OF Randolph )

On this 11 day of October, 2007, before me appeared **JOE BILL DENNIS**, to me personally known, who being by me duly sworn, did say that he is the President of **Coon Creek Shrine Club a Missouri Not For Profit Corporation**, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and the said **JOE BILL DENNIS** acknowledged said instrument to be the free act and deed of said Not For Profit Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Moberly, Missouri the day and year last above written.

D.K. Galloway  
Notary Public

My Commission Expires: 2-10-2008



D. K. GALLOWAY  
Randolph County  
My Commission Expires  
February 10, 2008

## EXHIBIT B

### AREA MAINTENANCE STANDARDS

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

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

**EXHIBIT C****NOTICE OF FEDERAL PARTICIPATION**

The City agrees to the following terms and conditions if Federal Aid in Sport Fish Restoration are used to construct, develop or maintain the capital assets located on its property.

- 1) As a subrecipient of Federal funds the City must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for its own funds. In addition, the City's financial management system, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by the project-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award (2 CFR 200.302 Financial Management).
- 2) Provide the Department with information as requested to allow the determination of risk related to both financials and performance. Allow the Department and auditors access to the records and financial statements of the project as necessary to make a risk assessment.
- 3) Meet and follow the requirements for subrecipients (2 CFR 200.331) which include having a DUNS identifier and be registered in SAM.gov in order to receive federal awards. Certify that the City is not suspended.
- 4) Must have effective control over, and accountability for, all funds, property, and other assets. The City must adequately safeguard all assets constructed with the federal funds and assure that they are used solely for authorized purposes.
- 5) The City must meet and address all requirements imposed by the Department, 50 CFR part 80 and 2 CFR part 200 so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.
- 6) Verify that the City is audited as required by 2 CFR 200 Subpart F—Audit Requirements when it is expected that the City's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit Requirements.

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_

WS #3.

Department: Administration

Date: September 8, 2020

**Agenda Item:** Discussion of a Cooperative Agreement for 911 Fees and Call Flow Analysis Consulting.

**Summary:** The City of Moberly is currently exploring options for long-term strategies related to 911 PSAP and dispatching services. After discussing with multiple agencies, it was determined that a shared approach to hiring a consultant to review operations and make recommendations would be beneficial to developing a long-term strategy. This agreement will authorize the city to start the process, with the ambulance district and county being partners. The agreement also identifies the potential cost associated with the study and the potential for grant funds to be used to reduce the cost.

**Recommended**

**Action:** Direct staff to bring to the September 21<sup>st</sup> 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	<b>Mayor</b>		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ <b>Jeffrey</b>	___	___
<input checked="" type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution	<b>Council Member</b>		
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	M___ S___ <b>Brubaker</b>	___	___
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ <b>Kimmons</b>	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ <b>Davis</b>	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ <b>Kyser</b>	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice			
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

**COOPERATIVE AGREEMENT FOR 911 FEES & CALL FLOW ANALYSIS CONSULTING**

THIS COOPERATIVE AGREEMENT FOR 911 FEES & CALL FLOW ANALYSIS CONSULTING (this “**Agreement**”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2020 (the “**Effective Date**”) by and between the CITY OF MOBERLY, MISSOURI, a city of the third class and a Missouri municipal corporation located in Randolph County and having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**City**”); and the COUNTY OF RANDOLPH, a Missouri county of the third class having a principal office at 372 HWY JJ, Huntsville, Missouri 65259 (the “**County**”); and the RANDOLPH COUNTY AMBULANCE DISTRICT, a Missouri political subdivision having a principal office at 1366 East 24 HWY, Moberly, Missouri 65270 (the “**District**” and together with the City and County, the “**Parties**”).

**RECITALS**

- A.** The Parties mutually acknowledge that since the City authorized the use of a “911” emergency telephone number for citizens that the City has been responsible for all costs associated with operating a 911 Public Safety Answering Point (“**PSAP Services**”). Cost associated with providing PSAP Services include but are not necessarily limited to installation of trunk lines, telephone equipment and installation charges, updated Enhanced 911 equipment and installation, monthly recurring charges for routing, database and common equipment, 911 software, 911 mapping, 911 training and 24/7 staffing.
- B.** Since 1980 the City has spent millions of dollars to set up and maintain PSAP Services. Presently, the City has recurring monthly charges to maintain the emergency 911 phone number of approximately \$10,000.00. The Parties further mutually acknowledge that that the City emergency communications and dispatch system operates at a significant deficit and, further, is in need of various technological upgrades and improvements necessary to maintain adequate service.
- C.** The Parties further mutually acknowledge that due to changes in funding revenue for 911 services and changes in the use of the 911 by the City, County and District it is appropriate to seek consulting services to analysis future 911 fees and call flow.
- D.** Sections 70.210 through 70.320 of the Revised Statutes of Missouri, as amended, authorize political subdivisions to contract with each other for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service, provided, that the subject and purposes of any such contract or cooperative action are within the scope of powers of such political subdivision and, accordingly, the Parties wish to commit certain funding sources necessary to upgrade and maintain PSAP Services in Randolph County.

**AGREEMENT**

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

- 1. Consulting Services.** The City has received a 911 Fees and Call Flow Analysis Consulting Services Proposal from SCG Consulting Services (the “**Consultant**”), a public safety technology consultant, of Bellevue, Nebraska, a copy of which is attached hereto as Exhibit “1”. The County and District have reviewed said proposal and join with the City in its desire to seek a consultant’s services in planning for the future of the 911 Call Center currently serving Randolph County.

**2. Contributions.** The proposed cost for the Consultant services is Ten Thousand Dollars (\$10,000.00). The Parties hereto agree to share this cost with the City paying \$3,334.00, the County paying \$3,333.00 and the District paying \$3,333.00. The County and the District shall pay their respective shares to the City upon the execution of this Agreement.

**3. Grant Contingency.** The Missouri 911 Service Board may have funds available to pay the cost of the Consultant in the form of a grant program. The next grant cycle begins in October of 2020. The Parties mutually agree to make application for grant funding and to take all measures necessary to complete the grant application process.

**a. Repayment.** If grant funds are awarded for the entire cost of the Consultant, then the Parties shall be repaid their contribution in full. If grant funds are awarded for less than the entire cost of the Consultant, then the Parties shall be repaid on a pro-rata basis in proportion to the Parties contribution.

**4. Notices.** Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice or other communication shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

*If to the City:*

City of Moberly  
101 West Reed Street – City Hall  
Moberly, Missouri 65270  
Attn: City Manager

*If to the County:*

The County of Randolph County Administration Building  
372 HWY JJ  
Huntsville, Missouri 65259  
Attn: Presiding Commissioner

*If to the District:*

Randolph County Ambulance District  
1336 East HWY 24  
Moberly, Missouri 65270  
Attn: Director

**5. Miscellaneous.**

**a. *Further Assistance.*** The Parties each agree to take such actions as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent including, but not necessarily limited to, providing the Consultant access such information and assistance needed by the Consultant to conduct the analysis discussed herein.

**b. Severability.** The provisions of this Agreement shall be deemed severable. If any word, phrase, term, sentence, paragraph, or other portion of this Agreement shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected by such partial invalidity, and each remaining work, phrase, term, sentence, paragraph, covenant, or other portion of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**c. Choice of Law; Venue.** This Agreement and its performance shall be deemed to have been fully executed, made by the Parties in, and governed by and construed in accordance with the laws of the State of Missouri applicable to contracts made and to be performed wholly within such state, without regard to choice or conflict of laws provisions. The Parties hereto 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 and waive any objection based upon venue or *forum non conveniens* or otherwise.

**d. Entire Agreement; Exceptions; Amendments; No Waiver of Prior Actions.** The Parties hereto agree that this Agreement shall constitute the entire agreement among the Parties and no other agreements or representations have been made by the Parties except a certain Cooperative Agreement for Joint Central Dispatch dated March 13, 2019, by and between the County and the City which Agreement is in addition to and separate and apart from this Agreement. 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 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.

**e. No Waiver of Sovereign Immunity.** Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's, the County's or the District's sovereign immunity.

**f. Bind 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 Parties and their respective permitted successors and assigns.

**g. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

**h. Approval of Agreement.** Each of the Parties represents that the governing body of each Party approved the entry into and the execution of this Agreement in a duly noticed meeting, a quorum being present, by affirmative vote of the governing body in compliance with section 432.070 of the Revised Statutes of Missouri, as amended.



IN WITNESS WHEREOF, the Parties have set their hands and seals as of the day and year first above written.

**CITY OF MOBERLY**

By: \_\_\_\_\_  
Jerry Jeffrey, Mayor

**ATTEST:**

\_\_\_\_\_  
D.K. Galloway, CMC/MRCC, City Clerk

**THE COUNTY OF RANDOLPH**

By: \_\_\_\_\_  
John Truesdell, Presiding Commissioner

**ATTEST:**

\_\_\_\_\_  
Will Ellis, County Clerk

**RANDOLPH COUNTY AMBULANCE DISTRICT**

By: \_\_\_\_\_  
Clay Joiner, Director

**ATTEST:**

\_\_\_\_\_

# 9-1-1 Fees & Call Flow Analysis Consulting Services Proposal

City of Moberly, Missouri  
July 30, 2020



**SCG Consulting Services** 2920 Blackhawk Circle

Public Safety Technology Consultants

[www.scgconsultingservices.net](http://www.scgconsultingservices.net)

Belle 50 Nebraska 68123

Phone 402.321.0817 | Fax 402.939.0186

## Company Overview & Qualifications

---

SCG Consulting Services, LLC (SCGCS) was established in 1992 by Stacen C. Gross, ENP. Mr. Gross has served as Principle Consultant and Project Manager provided consulting and technical expertise to numerous units of local government on issues surrounding 9-1-1, public safety technology, communications, communications center consolidation, cooperative agreements between units of government and issues pertaining to funding and 9-1-1 fees. Mr. Gross has a strong and broad technical knowledge of public safety systems and technology. Stacen currently serves as the APCO Commercial Advisor for both the Iowa and Nebraska APCO Chapters.

Mr. Gross will be responsible for all aspects of the contractual relationship with the City of Moberly including contract management, negotiations and overall project management. Some of Mr. Gross's qualifications include:

- Presenting technical concepts to varied audiences in both commercial and government markets and conducting technology seminars/speaking engagements at IT industry events
- Specific expertise with 9-1-1 and NG9-1-1 telephony solutions, VoIP solutions, etc...
- Personally consulted with over 400 units of local government
- Identification of the client's technology goals and the development of technical solutions to meet those goals
- Exceptionally skilled at facilitating problem-solving meetings with clients and representatives from all industries
- Defining, communicating, and fulfilling contractual obligations, goals, and breaking complex issues into manageable parts

## Proposed Services

---

SCGCS understands that the Randolph County residents approved a ballot measure under Section 190.455 RSMo. which allows for governing bodies to impose a monthly fee on subscribers of any communications service that has been enabled to contact 911. It is further understood that the revenues from the new 9-1-1 fee are less than expected.

SCGCS proposes to provide technical consulting services to conduct a financial audit related to the remittance of the newly imposed 9-1-1 fee by contacting all telecommunications services providers. SCGCS will also re-evaluate the initial revenue projections based on known revenues from other similar sized jurisdictions that are collecting the same 9-1-1 fee. After the telecommunications service providers have been contacted and provided with the pertinent information regarding the proper collection and remittance rules per Section 190.455 RSMo., SCGCS will then monitor the remitted revenues for at least the next 90 days to see if any changes occur in the receipts from the Missouri Department of Revenue.

While the revenue receipts are being monitored, SCGCS will conduct on-site interviews with local staff and officials to evaluate the 9-1-1 emergency call flow and handling between the City of Moberly Police Department, the primary Emergency Communications Center (ECC) for Randolph County and the Randolph County Ambulance District, a secondary ECC that receives transferred medical emergency calls from the Moberly Police Department ECC. Call volumes, transfers and processing times will be evaluated along with the type and level of training at both ECC's will also be documented. Last, the level of technology at both ECC's will be evaluated and documented. The anticipated outcome will be statistical data along with sound, solid advice and recommendations for improvement to the 9-1-1 call process and dispatch function that will increase overall operational efficiency.

## **Project Schedule**

---

SCGCS will begin work immediately upon contract signing. The project term and duration is anticipated to be 90-120 days.

## **Deliverables**

---

SCGCS will provide the following deliverables as a part of this contract.

- Telecommunications Service Provider Contact Report
- 9-1-1 Fee Remittance Report with Revenue Projections
- Emergency Communications Center Call Flow Analysis & Recommendations Report
- Zoom meetings and conference calls as necessary
- A minimum of one (1) on-site meeting as mutually agreed upon

## **City of Moberly Responsibilities**

---

The City staff will be expected to provide support and coordination in order to assure the successful completion of all tasks as follows:

- Provide access to pertinent offices and records
- Providing local project contact(s)
- Providing copies of any prior completed reports and documentation
- Providing meeting facilities for local project meetings
- Cooperation from agencies and departments, as needed
- Timely response to follow up data requests and confirmation requests
- Timely review of documents and reports

## Project Costs

The following costs reflect services proposed within the scope described herein.

<b>Service Description &amp; Fees</b>	
9-1-1 Fee Remittance Research & Analysis	\$1,500
9-1-1 Call Flow Review, Analysis & Recommendations	\$8,500
<b>Total Cost</b>	<b>\$10,000</b>
<p>Services will be provided as a lump sum contract based on the above fee schedule inclusive of all related and associated expenses. Additional services that are outside of this scope and mutually agreed upon will be provided at the hourly rate of \$100/hr for consulting services and \$75/hr for travel time with reimbursement of actual expenses including mileage at \$0.54/mile.</p>	



## Project Experience & References

Following are a list of projects and references for SCGCS.

### ▣ **Jersey County, IL (Completed 2016) Project Cost: \$50,000**

Assist the Jersey County Emergency Telephone System Board (JETS) by providing consulting services and project management required to re-direct the wireless Phase 9-1-1 calls from the Illinois State Police for adjacent Calhoun and Greene County's to the Jersey County PSAP which will enable the JETS to capture additional wireless 9-1-1 revenues as well as provide Phase I and Phase II wireless services to the residents of Calhoun and Greene Counties which currently do not have E-911 service.

**Contact:** William Hedger - (618) 498-5571 [whedger@jerseycounty-il.us](mailto:whedger@jerseycounty-il.us)

### ▣ **South Sioux City, NE (Completed 2016) Project Cost: \$825,000**

Project planning, specifications development and procurement management services for the following:

- NG9-1-1 Compliant Telephone System Replacement
- Radio Console System Upgrade
- NG9-1-1 Compliant Voice Logging Recorder Upgrade
- CAD/RMS Upgrade

**Contact:** Greg Koinzon – (402) 494-7572 [gkoinzan@southsiouxcity.org](mailto:gkoinzan@southsiouxcity.org)

### ▣ **Three Affiliated Tribes, ND (Completed 2017) Project Cost: \$1,200,000**

Project planning, specifications development for procurement of the following:

- NG9-1-1 Telephony Equipment
- Radio Communications Control Consoles
- Modular Dispatch Furniture
- Computer Aided Dispatch System Upgrades
- IP Compatible Voice Logging Recorder

The project also involved the construction of a completely new facility with coordination with project architects and engineers on PSAP layout, design, HVAC and technology elements.

**Contact:** Monica Trevino-Trousdale - (701) 627-3617 [mtrevino@mhanation.com](mailto:mtrevino@mhanation.com)

### ▣ **Hamilton & Merrick Counties, NE (Completed 2018) Project Cost \$350,000**

Retained to provide support services to facilitate the consolidation of dispatch operations between Hamilton and Merrick Counties with Hamilton Co expanding their dispatch operation with an additional operator position and new updated CAD/RMS.

**Contact:** Deb Wehmeier, 911 Director – (402) 694-6936 [911supervisor@hamilton.net](mailto:911supervisor@hamilton.net)

### ▣ **Boone & Nance Counties, NE (Completed 2019) Project Cost \$550,000**

Retained to provide support services to facilitate the consolidation of dispatch operations between Boone and Nance Counties with Boone Co planning to expand their dispatch operation with new radio console equipment, and new CAD/RMS.

**Contacts:** Sheriff Denny Johnson, Boone Co – (402) 395-2144 [bcsheriff@boone-county.org](mailto:bcsheriff@boone-county.org)  
Sheriff Ben Bakewell, Nance Co – (308) 436-2452 [nancesheriff@nance.nacone.org](mailto:nancesheriff@nance.nacone.org)



❑ **Fayette County, IA (Completed 2019)**

Retained to evaluate the 9-1-1 and communications traffic and associated workload at the two emergency communications centers serving the county to determine if one of the centers could handle and manage the aggregated call volume and workload of both centers and what the resulting impact on staffing and technology would be.

**Contact:** Brenda VandeVoorde – (563) 422-6128 [bvandevoorde@fayettedcountysso.us](mailto:bvandevoorde@fayettedcountysso.us)

❑ **Antelope County, NE (Ongoing)**

Retained consultant to Sheriff's Department providing on-going advise and technical expertise regarding technology and NG9-1-1 deployment.

**Contact:** Sheriff Robert Moore – (402) 887-5560 [sheriff@antelopecounty.org](mailto:sheriff@antelopecounty.org)

❑ **Burt County, NE (Ongoing)**

Retained consultant to Sheriff's Department providing on-going advise and technical expertise regarding technology and NG9-1-1 deployment.

**Contact:** Sheriff Eric Nick – (402) 374-2900 [sheriff@burtcounty.org](mailto:sheriff@burtcounty.org)

❑ **Clay County, IA (Ongoing)**

Retained consultant to County Joint 911 Service Board providing on-going advise and technical expertise regarding technology and legislation affecting the Board and PSAP(s).

**Contact:** Eric Tigges – (712) 264-3987 [etigges@co.clay.ia.us](mailto:etigges@co.clay.ia.us)

❑ **Poweshiek County, IA (Ongoing)**

Retained consultant to County Joint 911 Service Board providing on-going advise and technical expertise regarding technology and legislation affecting the Board and PSAP(s).

**Contact:** Dawn Disney – (641) 623-5679 [ddisney@poweshiekcosherriff.com](mailto:ddisney@poweshiekcosherriff.com)

❑ **Winneshiek County, IA (Ongoing)**

Retained consultant to County Joint 911 Service Board providing on-going advise and technical expertise regarding technology and legislation affecting the Board and PSAP(s).

**Contact:** Sheriff Dan Marx – (563) 382-3667 [dmarx@co.winneshiek.ia.us](mailto:dmarx@co.winneshiek.ia.us)

❑ **Columbus/Platte County, NE (Completed 2019) Project Cost \$1,830,000**

Retained to provide support for efforts by the City and County to consolidate 911 and communications services at a new joint communications center. **Contact:** Tim Hofbauer – (402) 564-1206 [tim.hofbauer@plattene.us](mailto:tim.hofbauer@plattene.us)

❑ **Maryville/Nodaway County, MO (Current Project)**

Dispatch and emergency communications consolidation feasibility study following by project management services to implement a new joint communications center within the new Maryville Public Safety Center. **Contact:** Keith Wood – (660) 562-3209 [director@maryvilledps.com](mailto:director@maryvilledps.com)

# 9-1-1 Fees & Call Flow Analysis Consulting Services Proposal

**City of Moberly  
Randolph County**



**SCG Consulting Services**

Public Safety Technology Consultants

[www.scgconsultingservices.net](http://www.scgconsultingservices.net)



# Stacen Gross

- Active in the 9-1-1 and public safety industry for 27 years
- Based in the Omaha, NE area
- NENA Institute ENP (Emergency Number Professional)
- APCO Exec Board CCAM - Iowa & Nebraska Chapters
- SCG Consulting Services, LLC 1992 - Present
- GeoComm 1996 - Present



# Experience

- Public Safety Technology Systems
- Financial Analysis & Projection
- PSAP/ECC Operations
- Consensus Building
- Creative Solutions



# Project Experience

- ACCD 9-1-1 District Revenue Audit & Projection

**ACCD 911 Revenue Status Report**  
August 24, 2020

January 2020 Actuals			April 2020 Actuals			July 2020 Actuals		
County	Net Monthly Revenue	Monthly Prepaid Allocation	County	Net Monthly Revenue	Monthly Prepaid Allocation	County	Net Monthly Revenue	Monthly Prepaid Allocation
Andrew Co	\$2,548.00	\$0.00	Andrew Co	\$24,926.91	\$791.18	Andrew Co	\$3,911.29	\$914.09
Caldwell Co	\$645.82	\$0.00	Caldwell Co	\$11,741.91	\$2,549.42	Caldwell Co	\$2,960.08	\$2,157.36
Clinton Co	\$3,822.00	\$0.00	Clinton Co	\$27,373.61	\$1,261.36	Clinton Co	\$6,464.71	\$1,260.11
Dekalb Co	\$1,016.00	\$0.00	Dekalb Co	\$11,379.59	\$2,517.73	Dekalb Co	\$2,278.03	\$2,641.08
<b>Totals</b>	<b>\$8,031.82</b>	<b>\$0.00</b>	<b>Totals</b>	<b>\$75,422.02</b>	<b>\$7,119.69</b>	<b>Totals</b>	<b>\$15,614.11</b>	<b>\$6,972.64</b>



  

February 2020 Actuals			May 2020 Actuals		
County	Net Monthly Revenue	Monthly Prepaid Allocation	County	Net Monthly Revenue	Monthly Prepaid Allocation
Andrew Co	\$21,796.84	\$808.85	Andrew Co	\$2,622.45	\$0.00
Caldwell Co	\$9,658.68	\$1,976.21	Caldwell Co	\$2,007.34	\$0.00
Clinton Co	\$22,570.06	\$1,368.67	Clinton Co	\$4,566.73	\$0.00
Dekalb Co	\$10,383.79	\$2,592.76	Dekalb Co	\$1,425.22	\$0.00
<b>Totals</b>	<b>\$64,409.37</b>	<b>\$6,746.49</b>	<b>Totals</b>	<b>\$10,621.74</b>	<b>\$0.00</b>

March 2020 Actuals			June 2020 Actuals		
County	Net Monthly Revenue	Monthly Prepaid Allocation	County	Net Monthly Revenue	Monthly Prepaid Allocation
Andrew Co	\$15,323.43	\$0.00	Andrew Co	\$26,706.46	\$0.00
Caldwell Co	\$7,992.26	\$0.00	Caldwell Co	\$12,727.30	\$0.00
Clinton Co	\$16,290.84	\$0.00	Clinton Co	\$29,374.77	\$0.00
Dekalb Co	\$7,383.97	\$0.00	Dekalb Co	\$12,636.99	\$0.00
<b>Totals</b>	<b>\$46,990.50</b>	<b>\$0.00</b>	<b>Totals</b>	<b>\$81,445.52</b>	<b>\$0.00</b>

	Device Fees Remittance Concern	<b>Projected Annual Total</b>	<b>\$553,998.16</b>
	Prepaid Fees Remittance Concern	<b>Actual Year to Date Total</b>	<b>\$323,373.90</b>
		<b>Percentag</b>	<b>endar Year</b>
		<b>59</b>	<b>67%</b>
		<b>Percentag</b>	<b>venue Received</b>
			<b>58%</b>



# Project Experience

- Maryville/Nodaway Co ECC Consolidation



# Project Experience

- Oelwein/Fayette Co ECC Traffic Analysis



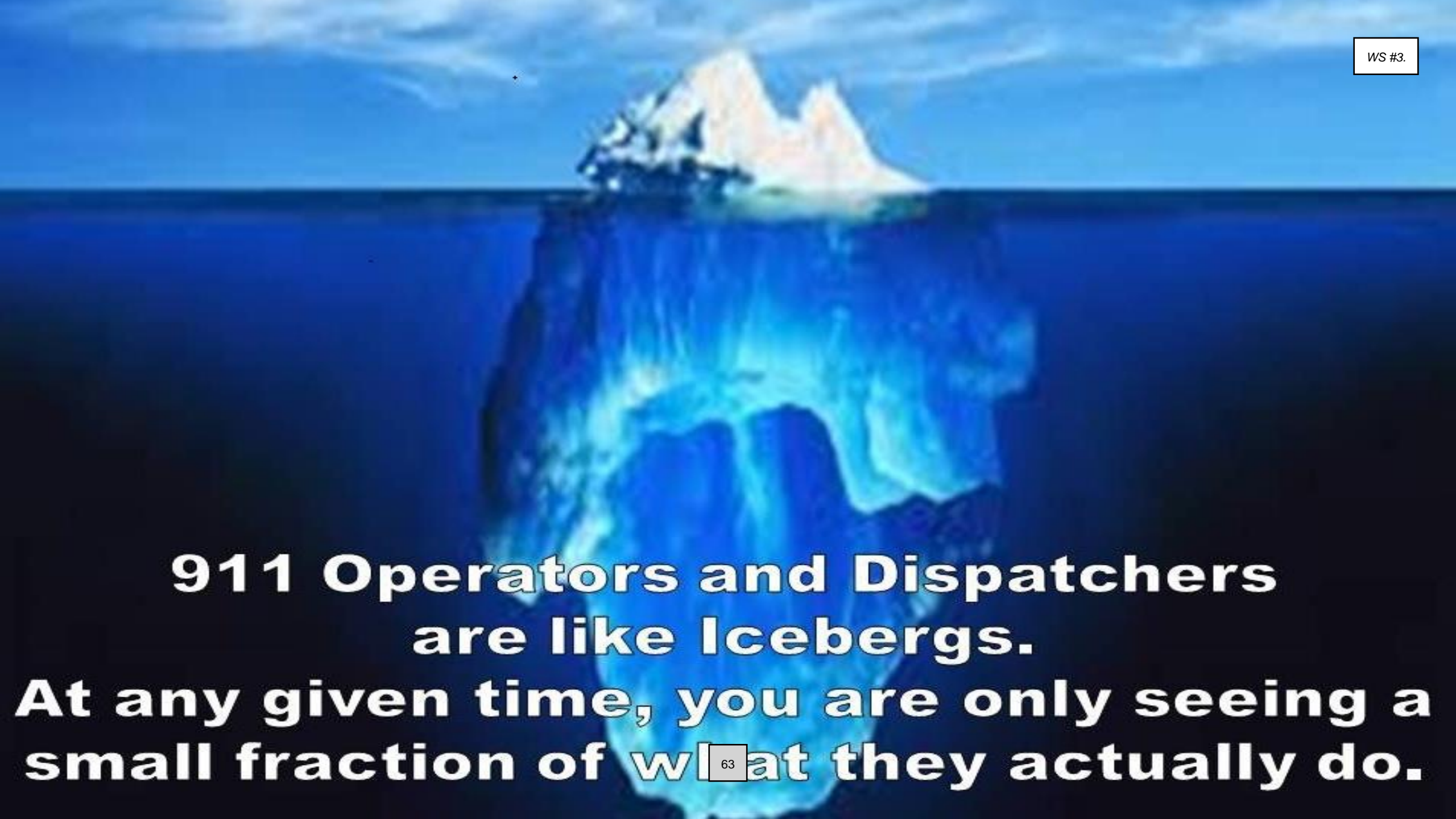
61



# Project Experience

- **Revenue Review** – Review funds being collected by local communications service providers and being remitted by the Missouri DOR.
- **9-1-1 Emergency Call Flow & Handling Review** – How are 9-1-1 emergency calls being handled today in Randolph Co and are could any operational improvements be made.
- **Public Safety/9-1-1 Technology Review** - What level of technology is being utilized today and what upgrades or enhancements could be made.





**911 Operators and Dispatchers  
are like Icebergs.  
At any given time, you are only seeing a  
small fraction of what they actually do.**



# Discussion



**SCG Consulting Services**

Public Safety Technology Consultants

[www.scgconsultingservices.net](http://www.scgconsultingservices.net)



# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_  
 Department: Public Works  
 Date: September 8, 2020

WS #4.

**Agenda Item:** Receipt of bids for 2020 Street Striping project.

**Summary:** We bid in the newspaper and opened them August 28, 2020. We only had one bid from Remole Coating LLC. Please see attached advertisement and bid .

This item was budgeted for in the 2020-21 budget.

**Recommended Action:** Please direct staff to bring forward to September 21, 2020 regular City Council meeting for final approval.

**Fund Name:** Public Works CIP

**Account Number:** 601.000.5502

**Available Budget \$:** 13,500.00

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

## ADVERTISEMENT FOR BIDS

The City of Moberly, Missouri is requesting sealed bids for the **2020 Street Striping Project** including street striping, and cross walks for various Streets within the City of Moberly.

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

Please have your sealed bids marked “**STREET STRIPING**” into the office of the City Clerk by **August 27, 2020** at **10:00 a.m.**

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

Submitted by Tom Sanders  
Director of Public Works

**PUBLISH ONE TIME IN THE: WEDNESDAY, AUGUST 12, 2020 EDITION**

**STREET STRIPING BID SHEET**

**Center Line Yellow Marking**

Estimated Quantity:  
42,958 Linear Feet

Unit Price \$ .48 /plf.

**Solid White Street Edge**

Estimated Quantity:  
15,500 Linear Feet

Unit Price \$ .48 /plf.

**Solid White Both Street Edges**

Estimated Quantity:  
6,080 Linear Feet

Unit Price \$ .48 /plf.

**Crosswalks**

Estimated Quantity:  
19

Unit Price \$ 150.00 /ea.

**Bike Lane Emblems**

Quantity:  
20

Unit Price \$ 38.00 /ea.

**All Stripes Must Be 4" wide  
1 Coat of Paint**

**White and Yellow traffic marking paint shall be methyl methacrylate and conform to ASSHTO M 248, Type F**

Company Name: Remole Coatings LLC

Main Contact Name: Tim Remole 573-424-7546

Address: 38932 State Hwy. C

City, State, and Zip Code: Excelsior, Mo. 65247

*NOTE! Any Subtractions of Footages on This Page will be accepted and charged accordingly - Tim Remole*

\*\* Please Note-All work can begin immediately following approval, weather permitting.

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_  
 Department: Police  
 Date: September 8, 2020

WS #5.

**Agenda Item:** An ordinance establishing the annual tax for the imposition of a 9-1-1- tax for the emergency telephone services heretofore imposed by ordinance 6948 passed and adopted on May 2, 1994.

**Summary:** RsMO 190.310 (3) requires at least once each calendar year, the City Council establish a tax rate for the 911 tax. After review of the financial reports, it is recommended the 911 tariff remain at fourteen and one half percent (14.5%)

**Recommended Action**  
 Approve request

**Fund Name:**

**Account Number:**

**Available Budget \$:**

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

# City of Moberly City Council Agenda Summary

**Agenda Number:** \_\_\_\_\_  
**Department:** Finance  
**Date:** September 8, 2020

WS #6.

**Agenda Item:** A resolution accepting the bid of First State Community Bank to provide lease-purchase financing for Heritage Hills Golf Course improvements.

**Summary:** Council recently approved overhaul of the two irrigation control systems (\$40,183.65) as they are very near failure. While seeking pricing on new pumps, two of the three existing pumps were found to be failing. Failure of these pumps equates to losing greens and fairways, which will create reduced use of the course and sizable amounts of money to replace it. City staff approved ordering three new pumps (\$19,663.55) so all of the pumping equipment is new and reliable.

Bids for \$75,000 in a 5-year financing term were solicited in mid-August and replies were received from Central Bank, Commerce Bank, Regional Missouri Bank, and First State Community Bank, a tabulation of which is included here. Additional funds above that required for the irrigation equipment will be used for a mower or UTV to address some of the aging equipment issues, to be determined in consultation with GreatLIFE. First State submitted the low bid of 2.39%, and staff recommends accepting this bid. Annual payments will be made in arrears from the operating profits of the golf course

**Recommended Action:** Direct staff to bring the resolution forward for approval at the September 21st meeting.

**Fund Name:** Heritage Hills Golf Course Fund

**Account Number:** 114.000.5500, Principal and Interest

**Available Budget \$:** \$0 currently, will be added to the 2021-2022 operating budget

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

**BILL NO:** \_\_\_\_\_

**RESOLUTION NO:** \_\_\_\_\_

**A RESOLUTION ACCEPTING THE BID OF FIRST STATE COMMUNITY BANK TO PROVIDE LEASE PURCHASE FINANCING FOR HERITAGE HILLS GOLF COURSE IMPROVEMENTS.**

**WHEREAS**, the City was required to make major repairs and replace irrigation pump stations and controllers and may purchase a piece of maintenance equipment for the Heritage Hills Golf Course; and

**WHEREAS**, a request for bid proposals for lease financing of the described purchases was issued with four responses being received; and

**WHEREAS**, the bid of First State Community Bank was determined to be the best bid based upon numerous factors including pricing; and

**WHEREAS**, the financing proposal of First State Community Bank is attached hereto and incorporated herein which includes an interest rate of 2.39% payable over a five-year payment schedule subject to council approval of the lease financing as part of closing the lease transaction.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby accepts the bid financing proposal of First State Community Bank and authorizes preparation of lease financing documents based upon the bid proposal for presentation to the city council.

**RESOLVED** this 21st day of September, 2020, by the Council of the City of Moberly, Missouri.

\_\_\_\_\_  
Presiding Officer at Meeting

**ATTEST:**

\_\_\_\_\_  
City Clerk

**City of Moberly**  
**Heritage Hills Golf Course Equipment Lease-Purchase Financing Bids**

<b>Bidder</b>	<b>Bid</b>	<b>Annual Payment</b>	<b>Comments</b>
First State Community Bank	2.39%	\$16,134.01	Bid good through 10/23/2020
Regional Missouri Bank	2.64%	\$16,209.07	Bid good through 10/31/2020
Commerce Bank/Clayton Holdings	3.78%	\$16,743.05	Bid good through 9/21/2020
Central Bank of Moberly	3.79%	\$16,773.27	Disqualified, not submitted as sealed bid per RFP

For replacement of mechanical equipment in two irrigation pumping stations & purchase of two pieces of course maintenance equipment. Term is 5 years.

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_  
 Department: Administration  
 Date: September 8, 2020

WS #7.

**Agenda Item:** Appointment of Council member to Fire Chief Hiring Committee.

**Summary:** Staff would like to have a Council member appointed to the Fire Chief Hiring Committee.

**Recommended Action:** Direct staff to bring to the next meeting for an appointment of a Council member.

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** 0.00

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



## Shirley Olney

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**From:** Brian Crane  
**Sent:** Friday, September 04, 2020 12:45 PM  
**To:** Shirley Olney  
**Subject:** FW: Recommendation for Fire Chief Committee

Please place this in council board packet.

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**From:** Marva Viley <mv@cityofmoberly.com>  
**Sent:** Friday, September 4, 2020 11:45 AM  
**To:** Brian Crane <bcrane@cityofmoberly.com>  
**Subject:** Recommendation for Fire Chief Committee

Brian,

I would like to recommend the following for the Fire Chief selection committee.

1. City Manager
2. HR Department
3. Council Member
4. Some one from the Fire Union
5. Fire Captain Bobby Hardy

Let me know your thoughts.

Marva Viley  
Human Resource Director

660-269-7670  
Fax 660-263-4992