

**NOTICE OF OPEN MEETING & VOTE TO  
CLOSE PART OF THE MEETING  
A G E N D A  
COUNCIL MEETING  
City of Moberly  
City Council Room – Moberly City Hall  
101 West Reed Street  
September 08, 2020  
6:00 PM**

**Posted:**

**Pledge of Allegiance**

**Roll Call**

**Approval of Agenda**

**Recognition of Visitors**

**Communications, Requests, Informational Items & Consent Calendar**

**Public Hearing and Receipt of Bids**

- 1.** Receipt of bids for Rothwell and Fox Park Infield Dirt
- 2.** Receipt of bids for the CDBG Demo Grant..

**Ordinances & Resolutions**

- 3.** An Ordinance Approving A Bond Purchase Agreement; Authorizing The Issuance, Sale And Delivery Of \$1,700,000 Aggregate Principal Amount City Of Moberly, Missouri, Downtown Moberly Public Facilities Neighborhood Improvement District Limited General Obligation Bonds, (Downtown Moberly Public Facilities Improvements Project) Series 2020; Prescribing The Form And Details Of Said Bonds And The Covenants And Agreements Made By The City To Facilitate And Protect The Payment Thereof; And Authorizing Certain Other Documents And Actions And Prescribing Other Matters Relating Thereto.
- 4.** An Ordinance Of The City Of Moberly, Missouri, Authorizing Execution Of An Amendment To The Original Agreement For Federal Block Grant Funding For Runway Construction At Omar N. Bradley Airport.
- 5.** An Ordinance Accepting Change Order No. 2 Decreasing The Contract Amount By \$6,766.96 To The Morley Street Sidewalk Improvement Project.
- 6.** An Ordinance Amending Section 46-3 And Amending Section 46-84 And Amending Section 46-118 And Amending Section 46-121 And Adopting Sections 46-148, 46-149, 46-150 And 46-151 Related To Dwelling Units In The B-2 Central Business District.
- 7.** An Ordinance Amending Section 26-3 By Including Additional Illustrative Examples Of Nuisances And Amending Section 46-3 By Including A Definition For Cannabis Facility And Amending Section 46-146 Pertaining To Medical Marijuana Dispensaries And Adopting Section 46-147 Pertaining To Cannabis Facilities.
- 8.** An Ordinance Amending Section 46-3 And Section 46-118 And Adopting Section 46-152 Pertaining To Temporary Living Shelter Facilities.
- 9.** An Ordinance Establishing The Speed Limit For Shepherd Brothers Boulevard
- 10.** A Resolution Accepting A Quit Claim Deed From Thomas Jordan And Rayma Jordan For Real Estate Located At 705 Garfield.

- [11.](#) A Resolution Accepting The Bid And Authorizing Contracting With J. T. Holman General Construction And Excavating, LLC For Demolition Of 23 Residential Structures Under The Community Development Block Grant Program.
- [12.](#) A Resolution Accepting The Bid Of Biddle Professional Services For Infield Dirt Mix.
- [13.](#) A Resolution Amending Resolution R-953 And Approving A Lease Agreement With The Randolph County Democrats For Property Located At 220 West Reed Street And Authorizing The City Manager To Execute Said Lease.
- [14.](#) A Resolution appropriating money out of the Treasury of the City of Moberly, Missouri.

**Official Reports**

**Anything Else to Come Before the Council**

15. Consideration of a Motion to adjourn to a Work Session followed by a Closed Session to discuss the status of pending negotiated contract (MO Statute 610.021) ( 12)

**Adjournment**

**We invite you to attend virtually by viewing it live on the City of Moberly You Tube Live Channel, Facebook page. A link to the City’s Channel can be found on our website’s main page at [www.cityofmoberly.com](http://www.cityofmoberly.com). The public is invited to attend the Council meeting. Representatives of the news media may obtain copies of this notice by contacting the City Clerk. If a special accommodation is needed as addressed by the Americans with Disabilities Act, please contact the City Clerk twenty-four (24) hours in advance of the meeting.**

# City of Moberly City Council Agenda Summary

**Agenda Number:** #1.  
**Department:** Park & Recreation  
**Date:** August 17, 2020

**Agenda Item:** Rothwell and Fox Park Infield Dirt

**Summary:** Advertisement was made in the newspaper and on Facebook and the attached bids were received.

The infield mix (sand/clay) will allow us to renovate these fields, cut the crowns around the infield before bringing in topsoil and seed, and then laser grade the infields for proper drainage. By renovating these practice fields (Meinert, Patrick, Groeber, Fox), they will be better quality, lower maintenance, and have fewer weather closures. We had received bids two years ago for dirt and approved them, but the supplier was bought out and ceased making/selling the line of dirt we had been purchasing for a few years.

Staff recommends approval of the low bid (\$28,050) from Biddle Professional Services.

**Recommended**

**Action:** Direct staff to bring a resolution to the September 8, 2020 meeting

**Fund Name:** Athletic Complex Land Maintenance

**Account Number:** 115.048.5305

**Available Budget \$:** \$55,000

| 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 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 |

CITY OF MOBERLY

"BID OPENING"  
Sign-In Sheet

Date: 7/29/20

Name

Company

Alexis Keener

Dura edge - \$49,700  
includes delivery

Jacob Bunter

Advanced Turf Solutions - \$56,124.31

Biddle Professional services - 28,056.00



**QUOTATION AND ACCEPTANCE ORDER**

**Customer Acct No / Name**  
60542 Moberly, City of (MO)

**Date**  
7/14/2020

**Quote**  
QUO124

**Project**  
Infield Dirt Mix Bid Request

**Attention**  
Jacob Buntten

**Customer PO**

I am pleased to quote you the following price(s):

| Products/Services   | Quantity | Unit | FOB      | Unit Price | Total       |
|---|----------|------|----------|------------|-------------|
| 10-110 DuraEdge Classic Infield Mix<br>Price includes delivery. | 400      | Tons | 40-IL-GC | \$124.25   | \$49,700.00 |

**Sales Tax** \$0.00

**Grand Total** \$49,700.00

**TERMS AND CONDITIONS OF SALE:**

The sale of products and services by DuraEdge Products, Inc., Natural Sand Company, Inc., Homefield, and its divisions, subsidiaries, and affiliates ("DuraEdge") are subject to these terms and conditions ("Agreement") regardless of other additional terms or conditions that conflict with or contradict this Agreement in any purchase order, document, or other communication. Preprinted terms and conditions on any document of customer ("Customer") (for example: Orders or confirmations) and/or DuraEdge's failure to object to conflicting or additional terms will not change or add to the terms of this Agreement.

- Quantity of product quoted provided by the Customer.
- Payment terms are Payment With Order (PWO), or Net 30 with approved credit. Orders over \$50,000 require a Purchase Order, or a 30% down payment and 70% due Net 30. Applicable Tax Exempt and Credit Application forms must be provided for invoicing.
- We accept Visa, MasterCard, Discover, and American Express; an additional fee of 2.5% applies.
- Prices are subject to change if signed quote is not returned within 30 days and for any reason after 90 days.
- Prices quoted exclude applicable sales or related taxes unless otherwise indicated above.
- Prices quoted for delivered bulk materials are based on usual and customary full-truckload quantities in the Project area, and upon safe and easy access for delivery; additional charges may apply for lesser quantities.
- All orders subject to acceptance by DuraEdge. All orders are F.O.B. Freight Prepaid and Add, per the indicated location(s) above, unless otherwise noted (ex. Pickup for product(s) specifically indicated as picked up locally by the Customer, delivery services listed separately, etc.)
- Prices quoted are subject to change based on any unforeseen costs in transportation, strikes, transportation facilities or other causes of delay beyond our control.
- DuraEdge shall be entitled to charge waiting time where the appointed delivery vehicle has been held on the Project site or from being unable to enter the Project Site for longer than one (1) hour when delivering Products to Customer under this Agreement.
- Customer agrees not to modify, reverse engineer, or perform any similar operation on Products acquired under this Agreement.
- This quote is governed by the law of the State of Pennsylvania, USA, including its provisions of the Uniform Commercial Code.
- This Agreement shall be binding upon and inure to the benefit of the parties hereto; customer shall not transfer, assign or subcontract its right and obligations under this Agreement.





**QUOTATION AND ACCEPTANCE ORDER**

**60542 Moberly, City of (MO):**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Signor: \_\_\_\_\_

**DuraEdge Products, Inc.:**

Coby Schmucker, Central Regional Sales Manager

Email: [cschmucker@duraedge.com](mailto:cschmucker@duraedge.com)

Phone: 724-870-4425





Advanced Turf Solutions  
Sales Quote #201485

Quote Date: 07/29/2020  
Expires: 09/30/2020  
Customer: 150611 | Moberly Parks & Recreation  
Customer PO: Jacob B.  
Sales Rep: Matt Biddle  
Email: mbiddle@advancedturf.com  
Pay Type: NET 45

Location: 730 | ATS - Columbia  
Ship Type: Direct Ship  
Delivery Date Requested: 08/03/2020 - 09/30/2020

Comments: Jacob Bunten, 660-998-2140. \*\*\* Delivery Dates Requested: 08/03/2020 to 09/30/2020.

Bill To Address:  
Leslie Keeney A/P  
Moberly Parks & Recreation

200 N. Clark Street  
Moberly, MO 65270

Ship To Address:  
Rothwell Park  
Moberly Parks & Recreation  
Jacob  
304 Rothwell Park Rd.  
Moberly, MO 65270

| Product ID  | Product Name                          | Order Req | Price      | Total       |
|---|---------------------------------------|-----------|------------|-------------|
| SAF1056-TON   | SAF DIAMOND SELECT INFIELD MIX - BULK | 17.0      | \$1,571.43 | \$26,714.31 |
| <i>Comments: 17 loads of material. 24 tons per load.</i>  |                                       |           |            |             |
| ATS SHIPPING-NT   | ATS SHIPPING-NO TAX                   | 17.0      | \$1,730.00 | \$29,410.00 |
| <i>Comments: This is an estimated cost of shipping. This is what a load cost to ship to Madison High School in May of 2020.</i> |                                       |           |            |             |

Unit Total: 34.0  
Product Total: \$56,124.31  
Shipping Charge: \$0.00  
Quote Total: \$56,124.31\*

\* Quote Does Not Include Tax

PRICES ARE SUBJECT TO CHANGE BASED ON MARKET CONDITIONS

---

This quote is not your final invoice, and may not reflect taxes, shipping or other charges.

---

Quote Terms:

# Order

|         |             |
|---------|-------------|
| Date    | Estimate No |
| 7/21/20 | 145         |

## Biddle Professional Services

Matt & Drew Biddle  
 6606 Winding Way  
 Jefferson City MO 65109  
 573-617962

| Name / Address  |
|---|
| Moberly Parks & Rec.<br>Jacob Bunten<br>200 N. Clark St.<br>Moberly, MO 65270 |

| PO Number |
|-----------|
|           |

| Description   | QTY          | Rate        | Amount               |
|---|--------------|-------------|----------------------|
| MLB Infield Mix<br>24 tons per load. Approx. 17 cu. Yards of material per load.<br>Price includes shipping                    | 17           | \$ 1,650.00 | \$ 28,050.00         |
| Shipping Address: Rothwell Park<br>304 Rothwell Park Rd.<br>Moberly, MO 65270<br>Contact person is Jacob Bunten, 660-998-2140 |              |             | \$ -<br>\$ -<br>\$ - |
| Thank you for your business!<br>Matt Biddle   | <b>Total</b> |             | <b>\$ 28,050.00</b>  |



## City Accepting Bids

The City of Moberly, Missouri will receive sealed bids in the City Clerk's Office, 101 W Reed St., Moberly, MO 65270 until 10:00 a.m. Wednesday, July 29, 2020 for the following.

### **Infield Dirt Mix**

Project scope consist of a baseball/softball infield dirt mix with an industry standard of sand to silt/clay ratio. Bidder must provide cost for 400 ton of infield dirt/delivered.

The City of Moberly reserves the right to accept or reject any or all bids. For more information, call 660-269-8705 x 2040.

101 W Reed St., Moberly,  
MO 65270 until 10:00  
a.m. Wednesday, July 29,  
2020 for the following. In-  
field Dirt Mix Project scope  
consist of a baseball/soft-  
ball infield dirt mix with an  
industry standard of sand  
to silt/clay ratio. Bidder  
must provide cost for 400  
ton of infield dirt/delivered.

**BIDS WANTED**

City Accepting Bids. The  
City of Moberly, Missouri  
will receive sealed bids  
marked "Parks Infield Dirt"  
at the City Clerk's Office,

The City of Moberly re-  
serves the right to accept  
or reject any or all bids.  
For more information, call  
660-269-8705 x 2040.

7-25-2020

# **CITY ACCEPTING BIDS**

THE CITY OF MOBERLY, MISSOURI WILL RECEIVE SEALED BIDS MARKED

“PARKS INFIELD DIRT” AT THE CITY CLERK’S OFFICE,

101 W REED ST. MOBERLY, MO 65270 UNTIL 10:00 A.M. WEDNESDAY, JULY 29, 2020 FOR THE FOLLOWING.

11

## **INFIELD DIRT MIX**

PROJECT SCOPE CONSIST OF A BASEBALL/SOFTBALL INFIELD DIRT MIX WITH AN INDUSTRY STANDARD OF SAND TO SILT/CLAY RATIO. BIDDER MUST PROVIDE COST FOR 400 TON OF INFIELD DIRT/DELIVERED.

THE CITY OF MOBERLY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

FOR MORE INFORMATION, CALL 660-269-8705 X 2040

# City of Moberly City Council Agenda Summary

Agenda Number: #2.  
 Department: Community Development  
 Date: September 8, 2020

**Agenda Item:** Receipt of bids for the CDBG Demo Grant..

**Summary:** We bid in the newspaper and opened them September 2, 2020. We only received one bid from JT Holman Construction. Attached please find the advertisement, bid opening sheet and the bid.

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

**Recommended**

**Action:** Accept this bid.

**Fund Name:** Structure Demolition and Debris

**Account Number:** 100.005.5418

**Available Budget \$:** 138,789.77

| 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 |

## ADVERTISEMENT FOR BIDS

The City of Moberly, Missouri was awarded a Community Development Block Grant from the Missouri Department of Economic Development. The funds will be utilized to demolish vacant, dilapidated residential structures throughout the City of Moberly. **The City of Moberly will be accepting bids for approximately twenty-three (23) residential structures to be demolished.**

Sealed bids will be received by City Clerk, D.K. Galloway, at the City of Moberly, 101 W. Reed St., Moberly, MO 65270 until 10:00 A.M. Wednesday, September 2, 2020. The bids will then be publicly opened at said office and read aloud immediately following, on the same day. Bid packets must be labeled as follows: ***Moberly Residential Demolition***. Any bids received after the 10:00 A.M. deadline will be considered ineligible. **NO FAXED BIDS WILL BE ACCEPTED.**

A Mandatory Pre-Bid Meeting will be held on Wednesday, August 26, 2020 at 8:00 A.M. at the City Hall located at 101 W. Reed St., Moberly, MO 65270. A walk-thru of the project sites will be conducted. Only bids received from a contractor attending this walk-thru will be accepted. Contractors will receive bid documents the day of the walk-through.

All bids **must** have a bid guarantee equivalent to 5% of the bid amount. This can be secured by a bid bond or certified check and **must** be included with the bid. Other bonding requirements may be required from the contractor after bid is awarded.

The bid also must include the bidders OSHA 10 hour safety certification.

The City reserves the right to waive any informalities or to reject any or all bids.

Prevailing Wage does not apply for this project.

The City of Moberly is an Equal Opportunity Employer and invites the submission of bids from minority and women-owned firms. For questions please contact Samantha Diffenderfer, Mark Twain Regional Council of Governments at (573) 565-2203.

**PUBLISH TWO TIMES IN THE FOLLOWING:**

**WEDNESDAY, AUGUST 12, 2020 EDITION  
WEDNESDAY, AUGUST 19, 2020 EDITION**

**AN AFFIDAVIT IS REQUIRED UPON COMPLETION**

# Residential Demolition - 23 Structures

## CITY OF MOBERLY

### "BID OPENING"

Date: 9-2-2020 10:00 AM.

JT Helman \$ 121,700.<sup>00</sup>

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

# Residential Demolition - 23 Structures

## CITY OF MOBERLY

### "BID OPENING"

Date: 9-2-2020 10:00am Sign-In Sheet

Name

Shannon Hance

Company

City of Moberly, MO

Carol Beal

City of Moberly

Contractor Name: JT Holman Construction, LLC

| Address            | Bid Amount for Demolition<br>(including asbestos abatement) |
|--------------------|---|
| 645 Farror St.     | 5,000.00  |
| 407 Jefferson Ave. | 3,500.00  |
| 410 Morehead St.   | 4,500.00  |
| 411 Morehead St    | 4,000.00  |
| 224 Walnut St.     | 5,000.00  |
| 524 E Logan St.    | 1,000.00  |
| 402 E Rollins St.  | 6,000.00  |
| 320 Halleck St.    | 4,000.00  |
| 728 Benson St.     | 1,500.00  |
| 319 S Clark St.    | 1,000.00  |
| 618 W Rollins St.  | 1,000.00  |
| 102 Wicker St.     | 1,000.00  |
| 1002 Buchanan      | 4,000.00  |
| 1032 Buchanan St.  | 4,000.00  |
| 825 Concannon St.  | 3,000.00  |
| 1010 Concannon St. | 3,500.00  |
| 1029 Concannon St. | 5,500.00  |
| 1209 Concannon     | 6,000.00  |
| 314 Dorser St.     | 1,000.00  |
| 1400 Quinn St.     | 6,200.00  |
| 616 W Coates St.   | 5,000.00  |
| 1206 W Hwy 24      | 4,000.00  |
| 938 West End Pl.   | 6,000.00  |

Total Bid Amount: \$ 121,700.00  
\*\*Total Bid Amount must equal the sum of all individual bid amounts



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

**CONTRACTOR:**  
*(Name, legal status and address)*

J.T. Holman General Construction & Excavating, LLC  
2016 Jims Road  
Macon, MO 63552

**SURETY:**  
*(Name, legal status and principal place of business)*

Merchants National Bonding, Inc.  
P.O. Box 14498  
Des Moines, IA 50306-3498

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**OWNER:**  
*(Name, legal status and address)*

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** \$ Five Percent (5%) of the Total Amount Bid

**PROJECT:**  
*(Name, location or address, and Project number, if any)*

Moberly Residential Demolition, Moberly, MO

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

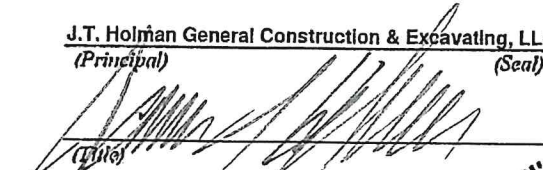
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

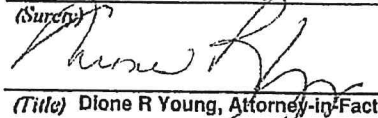
Signed and sealed this 1st day of September 2020

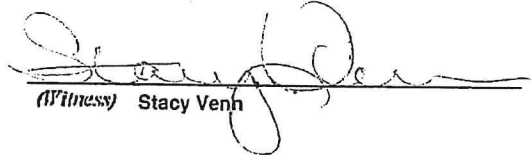
  
*(Witness)*

J.T. Holman General Construction & Excavating, LLC  
*(Principal)* *(Seal)*

  
*(Title)*

Merchants National Bonding, Inc.  
*(Surety)*

  
*(Title)* Dione R Young, Attorney-in-Fact

  
*(Witness)* Stacy Venn



# MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

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

Dione R Young

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

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

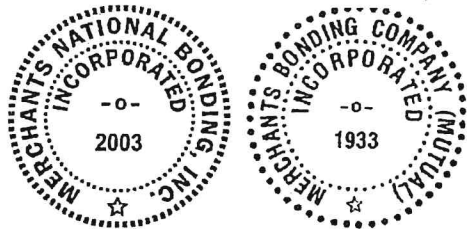
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings,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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of March, 2020.

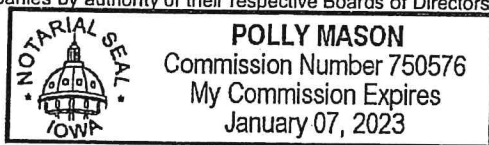


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 5th day of March, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



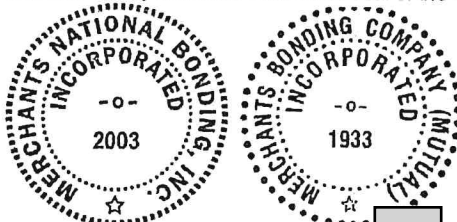
*Polly Mason*

Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of September, 2020.



*William Warner Jr.*

Secretary



Company ID Number: 175717

Client Company ID Number: 813902

**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the J.T. Holman General Contractor, LLC.(Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the



Company ID Number: 175717

Client Company ID Number: 813902

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

|   |                           |
|---|---------------------------|
| <b>Employer:</b><br>J.T. Holman General Contractor, LLC           |                           |
| <b>Name (Please Type or Print)</b><br>James T. Holman             | <b>Title</b><br>Owner     |
| <b>Signature</b><br><i>[Handwritten Signature]</i>                | <b>Date</b><br>09/15/2014 |
| <b>E-Verify Employer Agent</b><br>Moresource, Inc.                |                           |
| <b>Name (Please Type or Print)</b><br>Sheila D. Johnson           | <b>Title</b>              |
| <b>Signature</b><br>Electronically Signed                         | <b>Date</b><br>09/15/2014 |
| <b>Department of Homeland Security – Verification Division</b>    |                           |
| <b>Name (Please Type or Print)</b><br>USCIS Verification Division | <b>Title</b>              |
| <b>Signature</b><br>Electronically Signed                         | <b>Date</b><br>09/15/2014 |



Company ID Number: 175717

Client Company ID Number: 813902

| Information Required for the E-Verify Program       |                                     |
|---|-------------------------------------|
| Information relating to your Company:               |                                     |
| Company Name  | J.T. Holman General Contractor, LLC |
| Company Facility Address                            | 2016 Jims Road<br>Macon, MO 63552   |
| Company Alternate Address                           | P. O. Box 591<br>Macon, MO 63352    |
| County or Parish                                    | MACON                               |
| Employer Identification Number                      | 141901499                           |
| North American Industry Classification Systems Code | 238                                 |
| Parent Company                                      |                                     |
| Number of Employees                                 | 20 to 99                            |
| Number of Sites Verified for                        | 1                                   |

OSHA

002223232



U.S. Department of Labor  
Occupational Safety and Health Administration

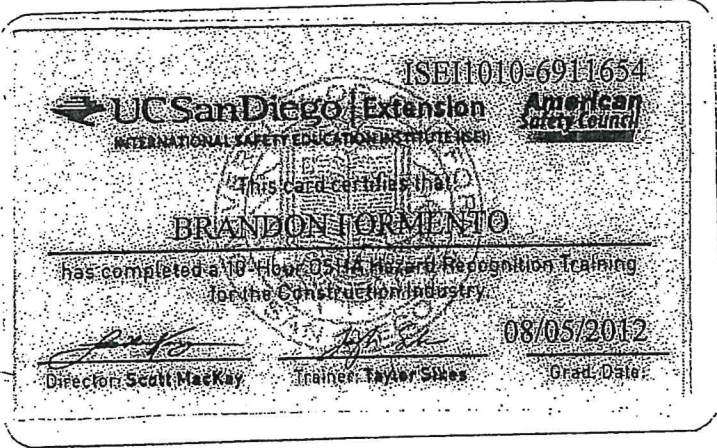
*JAMES TALTON HOLMAN*

has successfully completed a 10-hour Occupational Safety and Health  
Training Course in

Construction Safety & Health

*John Rippey*  
(Trainer)

*4-6-09*  
(Date)



# City of Moberly City Council Agenda Summary

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

#3.

**Agenda Item:** An Ordinance Approving A Bond Purchase Agreement; Authorizing The Issuance, Sale And Delivery Of \$1,700,000 Aggregate Principal Amount City Of Moberly, Missouri, Downtown Moberly Public Facilities Neighborhood Improvement District Limited General Obligation Bonds, (Downtown Moberly Public Facilities Improvements Project) Series 2020; Prescribing The Form And Details Of Said Bonds And The Covenants And Agreements Made By The City To Facilitate And Protect The Payment Thereof; And Authorizing Certain Other Documents And Actions And Prescribing Other Matters Relating Thereto.

**Summary:** Under the Downtown Moberly Neighborhood Improvement District, repairs and upgrades to the water and sewer infrastructure will be made utilizing property tax revenues from the district businesses, which was voted upon and enacted approximately 3 years ago. The design engineering and cost estimates have been completed and a request for proposals for the sale of bonds to finance these projects was issued. Responses were received from First State Community Bank and Regional Missouri Bank, with the low bid coming from Regional Missouri Bank. These ordinances authorize entering into an agreement for the sale of the bonds to Regional Missouri Bank and adopting a 17-year repayment schedule.

**Recommended Action:** Approve this ordinance.

**Fund Name:** Downtown Moberly CID Property Tax Fund

**Account Number:** 912.000.5500, Principal and Interest

**Available Budget \$:** \$115,000 annually

| ATTACHMENTS:                                |  | Roll Call               | Aye    | Nay    |
|---|--|-------------------------|--------|--------|
| <input type="checkbox"/> Memo               | <input type="checkbox"/> Council Minutes               | <b>Mayor</b>            |        |        |
| <input type="checkbox"/> Staff Report       | <input checked="" type="checkbox"/> Proposed Ordinance | M__ S__ <b>Jeffrey</b>  | ___    | ___    |
| <input type="checkbox"/> Correspondence     | <input type="checkbox"/> Proposed Resolution           |                         |        |        |
| <input 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 |



---

**ORDINANCE NO. 9617**  
**OF THE**  
**CITY OF MOBERLY, MISSOURI**  
**PASSED AND APPROVED SEPTEMBER 8, 2020**  
**AUTHORIZING THE ISSUANCE OF**  
**\$1,700,000**  
**CITY OF MOBERLY, MISSOURI**  
**DOWNTOWN MOBERLY PUBLIC FACILITIES**  
**NEIGHBORHOOD IMPROVEMENT DISTRICT**  
**LIMITED GENERAL OBLIGATION BONDS**  
**(DOWNTOWN MOBERLY PUBLIC FACILITIES IMPROVEMENTS PROJECT)**  
**SERIES 2020**

---

**ORDINANCE NO. 9617**

**INDEX**

|  | <u>Page</u>                         |
|--|-------------------------------------|
| Title.....   | 1                                   |
| Recitals.....  | 1                                   |
| <b>ARTICLE I DEFINITIONS</b>   | <b>ERROR! BOOKMARK NOT DEFINED.</b> |
| SECTION 101. DEFINITIONS OF WORDS AND TERMS.....                             | <b>ERROR! BOOKMARK NOT DEFINED.</b> |
| <b>ARTICLE II AUTHORIZATION OF BONDS</b>                                     | <b>6</b>                            |
| SECTION 201. AUTHORIZATION OF BONDS.....                                     | 6                                   |
| SECTION 202. DESCRIPTION OF THE BONDS.....                                   | 6                                   |
| SECTION 203. DESIGNATION OF PAYING AGENT.....                                | 6                                   |
| SECTION 204. METHOD AND PLACE OF PAYMENT OF BONDS.....                       | 6                                   |
| SECTION 205. REGISTRATION, TRANSFER AND EXCHANGE OF BONDS.....               | 7                                   |
| SECTION 206. EXECUTION, AUTHENTICATION AND DELIVERY OF BONDS.....            | 8                                   |
| SECTION 207. MUTILATED, DESTROYED, LOST AND STOLEN BONDS.....                | 8                                   |
| SECTION 208. CANCELLATION AND DESTRUCTION OF BONDS UPON PAYMENT.....         | 9                                   |
| SECTION 209. SALE OF BONDS.....  | 9                                   |
| <b>ARTICLE III REDEMPTION OF BONDS</b>                                       | <b>9</b>                            |
| SECTION 301. NO OPTIONAL REDEMPTION.....                                     | 9                                   |
| <b>ARTICLE IV SECURITY FOR THE BONDS</b>                                     | <b>9</b>                            |
| SECTION 401. SECURITY FOR THE BONDS.....                                     | 9                                   |
| SECTION 402. PLEDGE OF CERTAIN FUNDS.....                                    | 9                                   |
| <b>ARTICLE V CREATION OF FUNDS; DEPOSIT AND APPLICATION OF BOND PROCEEDS</b> | <b>9</b>                            |
| SECTION 501. CREATION OF FUNDS.....  | 9                                   |
| SECTION 502. DEPOSIT OF BOND PROCEEDS.....                                   | 10                                  |
| SECTION 503. APPLICATION OF MONEYS IN THE COSTS OF ISSUANCE FUND.....        | 10                                  |
| SECTION 504. APPLICATION OF MONEYS IN THE PROJECT FUND.....                  | 11                                  |
| SECTION 505. APPLICATION OF MONEYS IN THE REBATE FUND.....                   | 11                                  |
| SECTION 506. NON-PRESENTMENT OF BONDS.....                                   | 11                                  |
| <b>ARTICLE VI APPLICATION OF REVENUES</b>                                    | <b>12</b>                           |
| SECTION 601. SPECIAL ASSESSMENTS.....  | 12                                  |
| SECTION 602. BOND FUND VALUATION AND PAYMENTS.....                           | 12                                  |
| SECTION 603. TRANSFER OF FUNDS UPON PAYMENT OF BONDS.....                    | 12                                  |
| <b>ARTICLE VII DEPOSIT AND INVESTMENT OF MONEYS</b>                          | <b>12</b>                           |
| SECTION 701. DEPOSITS OF MONEYS.....   | 12                                  |
| SECTION 702. INVESTMENT OF MONEYS.....                                       | 13                                  |
| <b>ARTICLE VIII ADDITIONAL BONDS AND OBLIGATIONS</b>                         | <b>13</b>                           |
| SECTION 801. NO PRIOR LIEN BONDS.....  | 13                                  |
| SECTION 802. ADDITIONAL BONDS.....   | 13                                  |
| SECTION 803. REFUNDING BONDS.....  | 13                                  |
| <b>ARTICLE IX DEFAULT AND REMEDIES</b>                                       | <b>13</b>                           |
| SECTION 901. REMEDIES.....   | 13                                  |
| SECTION 902. LIMITATION ON RIGHTS OF REGISTERED OWNERS.....                  | 14                                  |
| SECTION 903. REMEDIES CUMULATIVE.....  | 14                                  |

**ARTICLE X    DEFEASANCE** **14**

SECTION 1001. DEFEASANCE ..... 14

**ARTICLE XI    PAYING AGENT** **15**

SECTION 1101. ACCEPTANCE OF DUTIES..... 15

**ARTICLE XII    MISCELLANEOUS PROVISIONS** **15**

SECTION 1201. AMENDMENTS..... 15

SECTION 1202. TAX COVENANTS ..... 16

SECTION 1203. PAYMENTS DUE ON DAYS OTHER THAN BUSINESS DAYS ..... 17

SECTION 1204. NOTICES, CONSENTS AND OTHER INSTRUMENTS BY REGISTERED OWNERS ..... 17

SECTION 1205. PRINCIPAL AMOUNT OF THE BONDS..... 18

SECTION 1206. DESIGNATION OF BONDS AS TAX-EXEMPT OBLIGATIONS..... 18

SECTION 1207. APPROVAL OF AGREEMENTS; FURTHER AUTHORITY ..... 18

SECTION 1208. SEVERABILITY ..... 18

SECTION 1209. GOVERNING LAW..... 18

SECTION 1210. EFFECTIVE DATE..... 19

**SCHEDULE 1** **21**

**SCHEDULE 2** **22**

**EXHIBIT A** **23**

LEGAL DESCRIPTION OF NEIGHBORHOOD IMPROVEMENT DISTRICT ..... 23

**EXHIBIT B** **24**

NEIGHBORHOOD IMPROVEMENT DISTRICT BOND - (FORM ONLY) ..... 24

(FORM OF BOND - REVERSE SIDE) ..... 26

ASSIGNMENT ..... 27

ANNEX A..... 29

**EXHIBIT C** **31**

ARBITRAGE INSTRUCTIONS ..... 31

**EXHIBIT D** **33**

BOND PURCHASE AGREEMENT..... 33

**BILL NO. 9617**

**ORDINANCE NO. 9617**

**AN ORDINANCE APPROVING A BOND PURCHASE AGREEMENT; AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF \$1,700,000 AGGREGATE PRINCIPAL AMOUNT CITY OF MOBERLY, MISSOURI, DOWNTOWN MOBERLY PUBLIC FACILITIES NEIGHBORHOOD IMPROVEMENT DISTRICT LIMITED GENERAL OBLIGATION BONDS, (DOWNTOWN MOBERLY PUBLIC FACILITIES IMPROVEMENTS PROJECT) SERIES 2020; PRESCRIBING THE FORM AND DETAILS OF SAID BONDS AND THE COVENANTS AND AGREEMENTS MADE BY THE CITY TO FACILITATE AND PROTECT THE PAYMENT THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS AND PRESCRIBING OTHER MATTERS RELATING THERETO.**

WHEREAS, the City of Moberly, Missouri (the “City”) is a city of the third classification and municipal corporation duly created, organized and existing under the constitution and laws of the State of Missouri; and

WHEREAS, the Neighborhood Improvement District Act, Sections 67.453 through 67.475 of the Revised Statutes of Missouri, as amended (the “Act”) authorizes the governing body of any Missouri city to establish Neighborhood Improvement Districts, as areas of the city within defined limits and boundaries which are created by vote or by petition and which are benefited by one or more improvements and are subject to special assessments against the real property therein for the cost of such improvements; and

WHEREAS, pursuant to the requirements of the Act, the Council of the City (the “City Council”) has established the Downtown Moberly Public Facilities Neighborhood Improvement District encompassing the area legally described in Exhibit A, attached to and incorporated by reference in this Ordinance and has ordered that financing be obtained for the “Downtown Moberly Public Facilities Improvements Project” (collectively, the “Improvements”); and

WHEREAS, the City Council has determined that it is necessary and desirable to adopt this Ordinance to issue its Downtown Moberly Public Facilities Neighborhood Improvement District Limited General Obligation Bonds (Downtown Moberly Public Facilities Improvements Project) Series 2020 (the “Bonds”) in the principal amount set forth on Schedule 1, attached hereto, to (1) pay the costs of the Improvements, and (2) pay the costs of issuing the Bonds; and

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and its residents that the Bonds be issued and secured in the form and manner as hereinafter provided to provide funds for the above-described purpose;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MOBERLY, MISSOURI, as follows, to wit:

**ARTICLE I  
DEFINITIONS**

**Section 101. Definitions of Words and Terms.** In addition to words and terms defined elsewhere in this Ordinance, the following capitalized words and terms as used in this Ordinance shall have the following meanings:

“**Act**” shall mean the Neighborhood Improvement District Act, Sections 67.453 through 67.475 of the Revised Statutes of Missouri, as amended.

“**Approving Ordinances**” shall mean Ordinance Nos. 9576 and 9577 of the City accepting and approving the plans and specifications and revised estimated costs of the Improvements.

“**Arbitrage Instructions**” shall mean the Arbitrage Instructions attached hereto as Exhibit C as the same may be amended or supplemented in accordance with the provisions thereof.

“**Authorized Denominations**” shall mean \$100,000 or any integral multiple thereof.

“**Bond Counsel**” shall mean Cunningham, Vogel & Rost, P.C., or other firm of nationally recognized bond counsel selected by the City.

“**Bond Fund**” shall mean the fund by that name established pursuant to Section 501 of this Ordinance, together with the accounts therein.

“**Bondowner**” or “**Registered Owner**” when used with respect to any Bond shall mean the person in whose name such Bond is registered on the Bond Register.

“**Bond Payment Date**” shall mean any date on which principal of or interest on any Bond is payable.

“**Bond Purchase Agreement**” shall mean the Bond Purchase Agreement between the City and the Purchaser in substantially the form attached to this Ordinance as Exhibit D.

“**Bond Register**” shall mean the books for the registration, transfer and exchange of the Bonds kept at the office of the Paying Agent.

“**Bonds**” shall mean the City of Moberly, Missouri Downtown Moberly Public Facilities Neighborhood Improvement District Limited General Obligation Bonds (Downtown Moberly Public Facilities Improvements Project) Series 2020, in the aggregate principal amount set forth on Schedule 1 hereto, authorized and issued pursuant to this Ordinance.

“**Business Day**” shall mean a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

“**CID District**” shall mean the Downtown Moberly Community Improvement District a community improvement district and political subdivision of the State of Missouri established pursuant to the Community Improvement District Act, sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended.

“**City**” shall mean the City of Moberly, Missouri, and any successors or assigns.

“**City Clerk**” shall mean the duly appointed and serving City Clerk of the City or designee.

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

“**City Engineer**” shall mean the duly appointed and serving Director of Public Utilities of the City or designee.

“**City Manager**” shall mean the duly appointed and serving City Manager of the City or designee.

“**Code**” shall mean the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

“**Costs of Issuance Fund**” shall mean the fund by that name established pursuant to Section 501 of this Ordinance.

“**Establishing Ordinance**” shall mean Ordinance No. 9310 of the City establishing the NID District.

“**Event of Default**” shall mean the failure of the City to make any payment of principal, interest or redemption premium due in respect of any of the Bonds in accordance with the terms of this Ordinance.

“**Finance Director**” shall mean the duly appointed and serving Director of Finance of the City or designee.

“**Government Obligations**” shall mean direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, or securities which represent an undivided interest in such obligations or securities to the extent that the United States Treasury is ultimately responsible for the payment thereof.

“**Improvements**” shall mean the Streetscape Improvements together with the Sewer System Improvements and including associated design, engineering and contingency costs comprising, collectively, the Downtown Moberly Public Facilities Improvements Project of the Downtown Moberly Public Facilities Neighborhood Improvement District as further described in the Establishing Ordinance and in Exhibits A and B to the Approving Ordinance.

“**Interest Payment Date**” shall mean the Stated Maturity of an installment of interest on any Bond.

“**Maturity**” or “**Maturities**” shall mean the date on which the principal of any Bond becomes due and payable as herein provided, whether at the Stated Maturity thereof or otherwise.

“**Mayor**” shall mean the duly elected and serving Mayor of the City.

“**NID District**” shall mean the Downtown Moberly Public Facilities Neighborhood Improvement District established by the Establishing Ordinance pursuant to the Act.

“**NID Petition**” shall mean the petition submitted in accordance with the Act requesting the establishment of the NID District and approved by the City Council in the Establishing Ordinance.

“**Ordinance**” shall mean this Ordinance No. 9617 as from time to time amended in accordance with the terms hereof.

“**Outstanding**” shall mean, when used with respect to Bonds as of any particular date, the Bonds theretofore issued and delivered under this Ordinance, except:

- (a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds in exchange for or in lieu of which other Bonds have been registered and delivered hereunder; and
- (c) Bonds deemed to be paid in accordance with the provisions of Article X, of this Ordinance.

“**Paying Agent**” shall mean the Finance Director as paying agent for the payment of principal of and interest on the Bonds and bond registrar with respect to the registration, transfer and exchange of the Bonds as provided in Section 203 and Article XI of this Ordinance.

“**Permitted Investments**” shall mean any of the following securities and obligations, if and to the extent the same are at the time legal for investment of the City’s moneys held in the funds and accounts referred to in Section 501 of this Ordinance:

- (a) Government Obligations;
- (b) bonds, notes or other obligations of the State, or any political subdivision of the State, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;
- (c) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state, that are continuously and fully secured by any one or more of the securities described in clause (a) or (b) above and have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such repurchase agreements and are held in a custodial or trust account for the benefit of the City;
- (d) obligations of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Corporation;
- (e) certificates of deposit or time deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United

States or any state provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (c) above, inclusive, which shall have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificates of deposit or time deposits; and

(f) any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State.

**“Project Fund”** shall mean the means the fund by that name established pursuant to Section 501 of this Ordinance, together with the accounts therein.

**“Purchaser”** shall mean Regional Missouri Bank, Moberly, Missouri, as original purchaser of the Bonds.

**“Rebate Fund”** shall mean the fund by that name established pursuant to Section 501 of this Ordinance.

**“Record Date”** for the interest payable on any Interest Payment Date shall mean the 15th day (whether or not a Business Day) of the calendar month preceding such Interest Payment Date.

**“Replacement Bonds”** shall mean Bonds issued to the beneficial owners of the Bonds in accordance with Section 212 of this Ordinance.

**“Sewer System Improvements”** shall mean, collectively, those improvements designated on Exhibit A to Ordinance No. 9576 of the Approving Ordinances as “Improvement 1” and including associated design, engineering and contingency.

**“Special Assessments”** shall mean special assessments based upon the final costs of the Improvements and assessed ratably per parcel deemed to be benefited thereby, based upon the acreage thereof, as further set forth on the assessment roll approved by the City Council pursuant to the Act.

**“State”** shall mean the State of Missouri.

**“Stated Maturity”** when used with respect to any Bond or any installment of interest thereon shall mean the date specified in such Bond and this Ordinance as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

**“Streetscape Improvements”** shall mean, collectively, those improvements designated on Exhibit A to Ordinance No. 9576 of the Approving Ordinances as “Improvement 2” and including associated design, engineering and contingency.

**ARTICLE II  
AUTHORIZATION OF BONDS**

**Section 201. Authorization of Bonds.** There is hereby authorized and directed to be issued an issue of bonds of the City consisting of a single series designated “City of Moberly,



Missouri Downtown Moberly Public Facilities Neighborhood Improvement District Limited General Obligation Bonds (Downtown Moberly Public Facilities Improvements Project) Series 2020” in the principal amount set forth on Schedule 1 hereto (the “**Bonds**”), for the purposes of: (1) paying the costs of the Improvements, and (2) paying the costs of issuing the Bonds.

**Section 202. Description of the Bonds** The Bonds shall be fully registered bonds without coupons, numbered from 1 upward, in denominations of \$100,000 or any integral multiple thereof. The Bonds shall be substantially in the form set forth in Exhibit B hereto, dated as of the date of issuance and delivery, and shall be subject to registration, transfer and exchange as provided in Section 205 of this Ordinance. The Bonds shall become due in the amounts on the Stated Maturities set forth on Schedule 1 to this Ordinance, shall bear interest at the rates per annum set forth on Schedule 1. The Bonds shall: (1) have an aggregate principal amount of \$1,700,000; (2) have a rate 3.050%; and (3) be sold by the City to the Purchaser at a price no less than 99% of the principal amount of the Bonds all as otherwise provided on the Maturity Schedule set forth in Schedule 1 to this Ordinance.

The Bonds shall bear interest at the rates aforesaid (computed as provided on Schedule 1) from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semi-annually on April 1 and October 1 in each year, beginning on April 1, 2021.

**Section 203. Designation of Paying Agent.** The Finance Director is hereby designated and shall act hereunder as the Paying Agent for the Bonds.

**Section 204. Method and Place of Payment of Bonds.** The principal of and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America.

The principal of or Redemption Price of the Bonds shall be paid at Maturity by check or draft to the person in whose name each Bond is registered on the Bond Register at Maturity thereof, upon presentation and surrender of such Bond at the office of the Paying Agent.

The interest payable on the Bonds on any Interest Payment Date shall be paid to the Registered Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to such Registered Owner, or (b) in the case of an interest payment to any Registered Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Registered Owner upon written notice given to the Paying Agent by such Registered Owner not less than fifteen (15) days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number, and account number to which such Registered Owner wishes to have such transfer directed.

The Paying Agent shall keep in the Paying Agent’s office a record of payment of principal of and interest on the Bonds.

**Section 205. Registration, Transfer and Exchange of Bonds.** The City covenants that the City will, so long as any of the Bonds remain Outstanding, cause the Bond Register to be kept

at the office of the Paying Agent as in this Ordinance provided. The Bonds when issued shall be registered in the name of the Registered Owner thereof on the Bond Register.

The Bonds may be transferred and exchanged only upon the Bond Register as provided in this Section 205. Upon surrender thereof at the office of the Paying Agent, the Paying Agent shall transfer or exchange any Bond for a new Bond in any Authorized Denomination of the same Maturity and in the same principal amount Outstanding as the Bond that was presented for transfer or exchange. Any Bond presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner’s duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. All fees and expenses for the registration, transfer and exchange of Bonds provided for by this Ordinance and the cost of printing a reasonable supply of registered bond blanks shall be paid from the Bond Fund. Any additional costs or fees that might be incurred in the secondary market shall remain the responsibility of the Registered Owners.

The City and the Paying Agent shall not be required to register the transfer or exchange of any Bond after notice calling such Bond or portion thereof for redemption has been given or during the period of fifteen (15) days next preceding the first mailing of such notice of redemption. The City and the Paying Agent may deem and treat the person in whose name any Bond is registered as the absolute owner of such Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on said Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner’s order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

In the event a Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Bonds.

At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owners (or a designated representative thereof) of ten percent (10%) or more in principal amount of the Bonds then Outstanding or any designated representative of such Registered Owners whose authority must be evidenced to the satisfaction of the Paying Agent.

**Section 206. Execution, Authentication and Delivery of Bonds.** Each of the Bonds, including any Bonds issued in exchange or as substitution for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the City Clerk, and shall have the official seal of the City affixed thereto or imprinted thereon. In case any officer whose signature thereof appears on any Bond ceases to be such officer before the delivery of such Bond, such signature thereof shall nevertheless be valid and sufficient

for all purposes, the same as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and City Clerk are hereby authorized and directed to prepare and execute the Bonds as hereinbefore specified, and to cause the Bonds to be registered in the office of the State Auditor of Missouri as provided by law, and, when duly executed and registered, to deliver the Bonds to the Paying Agent for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in Exhibit B to this Ordinance, which shall be manually executed by an authorized signatory of the Paying Agent, but it shall not be necessary that the same persons sign the certificate of authentication on all of the Bonds that may be issued under this Ordinance at any one time. No Bond shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose until the certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Ordinance. Upon authentication, the Paying Agent shall deliver the Bonds to or upon the order of the Purchaser, upon payment to the Paying Agent of the purchase price of the Bonds plus accrued interest thereon to the date of their delivery.

**Section 207. Mutilated, Destroyed, Lost and Stolen Bonds.** If (a) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to the Paying Agent’s satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Paying Agent such security or indemnity as may be required to save the City and the Paying Agent harmless, then, in the absence of notice to the City or the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and the Paying Agent shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost, or stolen Bond has become or is about to become due and payable, the Paying Agent may, instead of delivering a new Bond, pay such Bond.

Upon the issuance of any new Bond under this Section 207, the City or the Paying Agent may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith.

Every new Bond issued pursuant to this Section 207 shall constitute a replacement of the prior obligation of the City, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

**Section 208. Cancellation and Destruction of Bonds Upon Payment.** All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be canceled and destroyed by the Paying Agent in accordance with existing security regulations upon the payment or redemption of such Bond and the surrender thereof to the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing

the Bonds so canceled and destroyed, and shall file an executed counterpart of such certificate with the City.

**Section 209. Sale of Bonds.** The Bond Purchase Agreement under which the City agrees to sell the Bonds to the Purchaser upon the terms and conditions set forth therein is hereby approved in substantially the form attached hereto as Exhibit D and the Mayor of the City is hereby authorized to execute and deliver the Bond Purchase Agreement for and on behalf of the City with such ministerial changes therein as shall be approved by the City Manager, the signature of the Mayor thereon being conclusive evidence of the City’s approval thereof.

**ARTICLE III  
REDEMPTION OF BONDS**

**Section 301. No Optional Redemption.** The Bonds shall be not be subject to optional redemption prior to maturity.

**ARTICLE IV  
SECURITY FOR THE BONDS**

**Section 401. Security for the Bonds.** The Bonds shall be general obligations of the City as authorized by the Act; *provided that* the taxing power of the City is not pledged to the payment of the Bonds either as to principal or interest. The Bonds shall be payable from and secured as to the payment of principal and interest by (a) the Special Assessments to be deposited in the Bond Fund; (b) in the event of any deficiency in the Bond Fund, from the first available moneys in the City’s General Fund or other legally available City fund. The covenants and agreements of, and pledge by, the City contained in this Ordinance and in the Bonds shall be for the equal benefit, protection and security of the Registered Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Ordinance.

**Section 402. Pledge of Certain Funds.** The moneys and securities held in, and moneys and securities to be deposited in the Bond Fund are hereby pledged to the payment of the Bonds.

**ARTICLE V  
CREATION AND RATIFICATION OF FUNDS;  
DEPOSIT AND APPLICATION OF BOND PROCEEDS**

**Section 501. Creation of Funds.** There are hereby created and ordered to be established in the treasury of the City the following separate funds, which funds shall be held and administered by the Finance Director:

- (a) the Downtown Moberly Public Facilities Neighborhood Improvement District Bond Fund (the “**Bond Fund**”);
- (b) the Downtown Moberly Public Facilities Neighborhood Improvement District Costs of Issuance Fund (the “**Costs of Issuance Fund**”);

(c) the Downtown Moberly Public Facilities Neighborhood Improvement District Project Fund (the “**Project Fund**”) and within such Project Fund, a Streetscape Improvements Account and a Sewer System Improvements Account; and

(d) the Downtown Moberly Public Facilities Neighborhood Improvement District Rebate Fund (the “**Rebate Fund**”);

Said funds shall be segregated and kept separate and apart from all other moneys, revenues, funds and accounts of the City and shall not be commingled with any other moneys, revenues, funds and accounts. The Bond Fund together with the funds referred to in paragraphs (a) through (d), inclusive, above shall be maintained and administered by the Finance Director on behalf of the City solely for the purposes and in the manner as provided in this Ordinance so long as any of the Bonds remain Outstanding hereunder.

**Section 502. Deposit of Bond Proceeds.** The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds, as follows:

(a) Accrued interest, if any, and any premium on the Bonds shall be deposited in the Bond Fund and applied in accordance with Section 601 of this Ordinance.

(b) The sum set forth on Item C of Schedule 1 to this Ordinance from the proceeds of the Bonds shall be deposited in the Costs of Issuance Fund, and used to pay the costs of issuing the Bonds in accordance with Section 503 of this Ordinance.

(c) The sum set forth on Item D of Schedule 1 to this Ordinance from the proceeds of the Bonds shall be deposited in the Streetscape Improvements Account within the Project Fund, and applied to pay the costs of the Streetscape Improvements in accordance with Section 504 of this Ordinance.

(d) The sum set forth on Item E of Schedule 1 to this Ordinance from the proceeds of the Bonds shall be deposited in the Sewer System Improvements Account within the Project Fund, and applied to pay the costs of the Sewer System Improvements in accordance with Section 504 of this Ordinance.

(e) Any remaining unallocated balance of the proceeds of the Bonds shall be deposited in and credited to the Bond Fund and applied in accordance with Section 601 of this Ordinance.

**Section 503. Application of Moneys in the Costs of Issuance Fund.** Moneys in the Costs of Issuance Fund shall be used by the City for the sole purpose of paying the costs and expenses incident to the issuance of the Bonds. Upon payment by the City of all costs incurred in connection with the issuance of the Bonds, the Finance Director shall transfer all moneys remaining in the Costs of Issuance Fund to the Bond Fund; *provided that* any such moneys remaining in the Costs of Issuance Fund and not used for the foregoing purposes within six (6) months after the date of issuance of the Bonds shall be transferred to and deposited in the Bond Fund.

**Section 504. Application of Moneys in the Project Fund.** Moneys in the Streetscape Improvements Account within the Project Fund shall be used for the sole purpose of paying the

costs of the Streetscape Improvements and moneys in the Sewer System Improvements Account within the Project Fund shall be used for the sole purpose of paying the costs of the Sewer System Improvements. The Finance Director shall make withdrawals from the applicable account within the Project Fund only upon duly authorized and executed order of the City Council therefor accompanied by certification of such costs by the project architect or project engineer for the respective Improvement and a certificate executed by the City Engineer or designee that such payment is being made in accordance with and for a purpose identified in the Approving Ordinance. Upon completion of the Improvements and the payment by the City of the costs therefor, the Finance Director shall transfer any surplus remaining in the Project Fund to the Bond Fund.

**Section 505. Application of Moneys in the Rebate Fund.**

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Arbitrage Instructions. All moneys at any time deposited in the Rebate Fund shall be held in trust, to the extent required to satisfy the Rebate Amounts (as defined in the Arbitrage Instructions), for payment to the United States of America, and neither the City nor the Registered Owner of any Bonds shall have any rights in or claim to such moneys. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section 505 and by the Arbitrage Instructions.

(b) The City shall periodically determine the rebatable arbitrage under section 148(f) of the Code in accordance with the Arbitrage Instructions, and the City shall make payments to the United States of America at the times and in the amounts determined under the Arbitrage Instructions. Any moneys remaining in the Rebate Fund after redemption and payment of all Bonds and payment and satisfaction of any Rebate Amounts, or provision made therefor, shall be released to the City.

(c) Notwithstanding any other provision of this Ordinance, the obligation to pay rebatable arbitrage to the United States of America and to comply with other requirements of this Section 505 and the Arbitrage Instructions shall survive the defeasance or payment in full of the Bonds.

**Section 506. Non-presentment of Bonds.** If any Bond is not presented for payment when due at Maturity and if funds sufficient to pay such Bond have been made available to the Paying Agent, all liability of the City to the Registered Owner thereof for payment of such Bond shall forthwith cease, determine and completely be discharged, and thereupon the Paying Agent shall have the duty to hold such funds, without liability for the interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on such Registered Owner’s part under this Ordinance or on, or with respect to, such Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at Maturity, the Paying Agent shall pay to credit of the City without liability for interest thereon the funds theretofore held by the Paying Agent for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so paid to the City and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

**ARTICLE VI  
APPLICATION OF REVENUES**

**Section 601. Special Assessments; Other Revenues.** Except as hereinafter provided, all revenues from any premium and accrued interest, if any, on the Bonds and from the payment of all Special Assessments, including payments of interest accrued thereon, if any, made on account of any of the Improvements, shall, as and when received, be deposited in the Bond Fund and used for the sole purpose of paying principal of, premium, if any, and interest on the Bonds.

**Section 602. Bond Funds Valuation and Payments.** On April 1 \* and October 1 \* of each year, beginning on October 1, 2021 \*, the Finance Director shall value the Bond Fund. In the event the Finance Director determines that the amounts available in the Bond Fund are less than the amount required to pay principal of and premium, if any, and interest on the Bonds due and payable on the next succeeding Interest Payment Date, the City Manager and the Finance Director are each hereby authorized and directed, in the event of any such deficiency, to cause to be transferred amounts from available moneys in the City’s General Fund or any other legally available City fund or source an amount equal to the deficiency in the Bond Fund.

Not later than five (5) Business Days prior to each such Interest Payment Date, the Finance Director shall transfer from the Bond Fund and as Paying Agent shall pay to the Registered Owners of the Bonds an aggregate amount equal to the amount required to pay principal of and interest and premium, if any, on the Bonds due and payable on such Interest Payment Date and shall pay such amounts to the Registered Owners of the Bonds in accordance with Section 204 of this Ordinance.

The moneys in the Bond Fund shall be administered and applied solely for the purposes and in the manner provided in this Ordinance and in the Act.

**Section 603. Transfer of Funds Upon Payment of Bonds.** When the principal of and interest and premium, if any, on all of the Bonds and all other amounts due under this Ordinance have been paid in full, or such payment has been provided for in accordance with Article X of this Ordinance, all funds remaining in the Bond Fund shall be transferred and paid to the City for application as permitted by the Act.

**ARTICLE VII  
DEPOSIT AND INVESTMENT OF MONEYS**

**Section 701. Deposits of Moneys.** Moneys in each of the funds and accounts created by and referred to in this Ordinance shall be continuously and adequately secured as provided by the laws of the State.

**Section 702. Investment of Moneys.** Moneys held in any fund or account referred to in this Ordinance shall be invested at the direction of the Finance Director in Permitted Investments; *provided, however,* that no such investment shall be made for a period extending longer than the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any fund or account shall accrue to and become a part of such fund or account. In determining the amount held in any fund or account under any provision of this Ordinance, obligations shall be valued at the lower of the cost or the market value thereof.

**ARTICLE VIII  
ADDITIONAL BONDS AND OBLIGATIONS**

**Section 801. No Prior Lien Bonds.** The City will not issue any debt obligations payable from the Special Assessments which are superior in lien, security or otherwise to the Bonds.

**Section 802. Additional Bonds.** Nothing in Section 801 of this Ordinance shall prohibit or restrict the right of the City to issue additional bonds or other obligations, to pay the costs of other improvements within the NID District or within any other similar district, or for any other lawful purpose; *provided that* such additional bonds or other obligations shall have no right (senior, junior or equal to those attendant to the Bonds) to the Bond Fund other than the general revenues of the City.

**Section 803. Refunding Bonds.** Notwithstanding any other provision of this Ordinance to the contrary, the City shall have the right to refund any of the Bonds under the provisions of any law then available, and the refunding bonds so issued shall enjoy complete equality of pledge with any of the Bonds that are not refunded, if any, upon the funds pledged therefor under this Ordinance.

**ARTICLE IX  
DEFAULT AND REMEDIES**

**Section 901. Remedies.** The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the City and the Registered Owners of the Bonds and the Registered Owner or Registered Owners of not less than ten percent (10%) in principal amount of the Bonds at the time Outstanding shall have the following rights for the equal benefit and protection of all Registered Owners of the Bonds similarly situated:

- (a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Registered Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the constitution and laws of the State;
- (b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and
- (c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

**Section 902. Limitation on Rights of Registered Owners.** The covenants and agreements of the City contained in this Ordinance and in the Bonds shall be for the equal benefit, protection, and security of the Registered Owners of any or all of the Bonds. All of the Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of funds herein pledged to the payment of the principal of and interest on the Bonds, or otherwise, except as to rate of interest, or date of Maturity, or right of prior redemption as



provided in this Ordinance. No one or more Registered Owners secured hereby shall have any right in any manner whatever by any action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Registered Owners of all Bonds then Outstanding.

**Section 903. Remedies Cumulative.** No remedy conferred by this Ordinance upon the Registered Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by any Registered Owner of the Bonds shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Registered Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. In case any suit, action or proceedings taken by any Registered Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Registered Owner, then, and in every such case, the City and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Registered Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

**ARTICLE X  
DEFEASANCE**

**Section 1001. Defeasance.** When all of the Bonds have been paid and discharged, then the requirements contained in this Ordinance and the pledge of the City’s full faith and credit made under this Ordinance and all other rights granted hereby shall terminate. The Bonds shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with to the account of the Paying Agent in any bank or trust company located in the State and having full trust powers, at or prior to the Maturity Date or Redemption Date of said Bonds, in trust for and irrevocably appropriated thereto, moneys and/or non-callable Government Obligations which, together with the interest to be earned on any such obligations, will be sufficient for the payment of the principal of said Bonds, the redemption premium thereon, if any, and interest to accrue to the date of Maturity or redemption, as the case may be, or if default in such payment has occurred on such date, then to the date of the tender of such payments. Any moneys and obligations which at any time are so deposited for the purpose of paying and discharging any portion of the Bonds, shall be and are hereby assigned, transferred and set over for the respective Registered Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All moneys so deposited shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

**ARTICLE XI  
PAYING AGENT**

**Section 1101. Acceptance of Duties.** The Finance Director hereby accepts the duties imposed upon the Paying Agent by this Ordinance and agrees to perform said duties as a paying agent and bond registrar ordinarily would perform similar duties.

**ARTICLE XII  
MISCELLANEOUS PROVISIONS**

**Section 1201. Amendments.** The rights and duties of the City and the Registered Owners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any respect by ordinance of the City with the written consent of the Registered Owners of not less than a simple majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk, but no such modification or alteration shall:

- (a) extend the Maturity of any payment of principal or interest due upon any Bond; or
- (b) effect a reduction in the amount which the City is required to pay by way of principal of or interest on any Bond; or
- (c) permit preference or priority of any Bonds over any other Bonds; or
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance.

Any provision of the Bonds or of this Ordinance may, however, be amended or modified by ordinance duly adopted by the City Council at any time in any respect with the written consent of the Registered Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Registered Owners, the City may amend or supplement this Ordinance for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Registered Owners.

Every amendment or modification of the provisions of the Bonds or of this Ordinance, to which the written consent of the Registered Owners is given, as above provided, shall be expressed in an ordinance adopted by the City Council amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. A certified copy of every such amendatory or supplemental ordinance, if any, and a certified copy of this Ordinance shall be kept on file in the office of the City Clerk and shall be made available for inspection by the Registered Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or of this Ordinance will be sent by the City Clerk to any such Registered Owner or prospective Registered Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of the ordinance of the City

hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification. The City shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Ordinance made hereunder which affects the duties or obligations of the Paying Agent under this Ordinance.

**Section 1202. Tax Covenants.**

(a) The City covenants and agrees that: (1) the City will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and (2) the City will not use or permit the use of any proceeds of the Bonds or any other funds of the City nor take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from federal gross income of the interest on the Bonds. The City will also adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

(b) The City covenants and agrees that: (1) the City will comply with all requirements of Section 148 of the Code to the extent applicable to the Bonds; (2) the City will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued; and (3) the City will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City in any manner, or take or omit to take any action, that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

(c) The City covenants and agrees that the City will pay or provide for the payment from time to time of all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any Treasury Regulations applicable to the Bonds from time to time. This covenant shall survive payment in full or defeasance of the Bonds. The City specifically covenants to pay or cause to be paid to the United States the required amounts of rebatable arbitrage at the times and in the amounts as determined by the Arbitrage Instructions. Notwithstanding anything to the contrary contained herein, the Arbitrage Instructions may be amended or replaced if, in the opinion of Bond Counsel, such amendment or replacement will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds.

(d) The City covenants and agrees that the City will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, (1) in a manner that would cause any Bond to be a “private activity bond” (other than a qualified Section 501(c)(3) bond) within the meaning of Section 141(a) of the Code, or (2) to make or finance a loan to any person who is not an organization described in Section 501(c)(3) of the Code. For purposes of the preceding sentence, a loan to an organization described in Section 501(c)(3) of the Code for use with respect to an unrelated trade or business, determined according to Section 513(a) of the Code, constitutes a loan to a person who is not an organization described in Section 501(c)(3) of the Code.

(e) The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to Article X of this Ordinance or any other provision of this Ordinance, until the final maturity of the Bonds.

**Section 1203. Payments Due on Days Other Than Business Days.** In any case where the date of Maturity of principal of or interest on the Bonds or the date fixed for redemption of any Bond is not a Business Day, then payment of principal or interest need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of Maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

**Section 1204. Notices, Consents and Other Instruments by Registered Owners.** Any notice, consent, request, direction, approval, objection or other instrument required by this Ordinance to be signed and executed by the Registered Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of the Bonds other than the assignment of ownership of a Bond as set forth in Exhibit B hereto, if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered, or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of the Bonds, the amount or amounts, numbers and other identification of the Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Registered Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Ordinance, Bonds owned by the City shall be disregarded and deemed not to be Outstanding under this Ordinance, except that, in determining whether the Registered Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Registered Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Registered Owners the pledgee’s right so to act with respect to such Bonds and that the pledgee is not the City.

**Section 1205. Principal Amount of the Bonds.** In determining whether the Registered Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent, or waiver under this Ordinance, the term “principal amount” shall mean the principal amount of Bonds Outstanding as of the date of the determination.

**Section 1206. Designation of Bonds as “Qualified Tax-exempt Obligations.”** The City hereby designates the Bonds to be “qualified tax-exempt obligations” as such term is defined in Section 265(b)(3) of the Code. In addition, the City hereby represents that:

(a) The reasonably anticipated amount of tax-exempt obligations (other than private activity bonds) which will be issued by or on behalf of the City and all entities subordinate to the City during calendar year 2020 does not exceed \$10,000,000; and

(b) The aggregate principal amount of obligations designated by the City as “qualified tax-exempt obligations” during calendar year 2020, including the Bonds, does not exceed \$10,000,000.

**Section 1207. Approval of Agreements; Further Authority.** The selection of Cunningham, Vogel & Rost, P.C. as Bond Counsel in connection with the issuance of the Bonds is hereby confirmed and approved and the Bond Counsel fee in the amount of \$46,000 is hereby approved as a Cost of Issuance of the Bonds. Any and all actions taken by the Mayor, the City Manager, the Finance Director, the City Clerk, or any other City staff in furtherance of the purposes of this Ordinance prior to its adoption and approval are hereby ratified and approved. The officers of the City, including the Mayor, the City Manager, the Finance Director, and the City Clerk are hereby further authorized and directed to execute all documents, and take such actions as they may deem necessary or advisable to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 1208. Severability.** If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other parts and provisions of this Ordinance.

**Section 1209. Governing Law.** This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 1210. Effective Date.** This Ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri on this 8th day of September, 2020.

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

ATTEST:

\_\_\_\_\_  
Diane Kay Galloway, CMC/MRCC, City Clerk

**CERTIFICATE OF CITY CLERK**

I, the undersigned, duly appointed and serving City Clerk of the **CITY OF MOBERLY, MISSOURI**, hereby certify that the above and foregoing constitutes a full, true and correct copy of Ordinance No. 9617 duly passed and approved by the City Council of the City at a meeting duly and regularly held on September 8, 2020; that said Ordinance has not been modified, amended or repealed, and is in full force and effect as of the date hereof; and that the same is on file in my office.

**WITNESS** my hand and official seal this 28th day of September, 2020.

(Seal)

\_\_\_\_\_  
Diane Kay Galloway, CMC/MRCC, City Clerk

**SCHEDULE 1**

A. AGGREGATE PRINCIPAL AMOUNT: \$1,700,000.00

B. SALE PARAMETERS:

The Bonds shall: (1) have an aggregate principal amount of \$1,700,000; (2) have a rate of 3.05%; and (3) be sold by the City to the Purchaser at a price no less than 99% of the principal amount of the Bonds.

C. AMOUNT TO BE DEPOSITED IN COSTS OF ISSUANCE FUND: \$ 46,000.00

D. AMOUNT TO BE DEPOSITED IN STREETSCAPE IMPROVEMENT ACCOUNT WITHIN PROJECT FUND: \$ 137,005.59

E. AMOUNT TO BE DEPOSITED IN SEWER SYSTEM IMPROVEMENT ACCOUNT WITHIN PROJECT FUND: \$1,516,994.41

F. AMORTIZATION – PAYMENT SCHEDULE

|                            |            |                      |               |                               |              |
|----------------------------|------------|----------------------|---------------|-------------------------------|--------------|
| <b>Funding Date:</b>       | 10/01/2020 | <b>Compounding:</b>  | U.S. Rule     | <b>Principal:</b>             | 1,700,000.00 |
| <b>First Payment Date:</b> | 04/01/2021 | <b>Period:</b>       | Actual/365    | <b>Initial Interest Rate:</b> | 0.000%       |
|                            |            | <b>Pmt Schedule:</b> | Semi-Annually | <b>Interest Rate:</b>         | 3.050%       |
|                            |            |                      |               | <b>Pmt Amount:</b>            | 64,457.30    |

| Payment Number | Payment Date         | Payment Days | Payment Amount      | Interest Amount   | Principal Reduction | Outstanding Balance | Equity Built   |
|----------------|----------------------|--------------|---------------------|-------------------|---------------------|---------------------|----------------|
| 1              | 04/01/2021           | 182          | \$64,457.30         | 25,853.97         | 38,603.33           | 1,661,396.67        | \$38,603.33    |
| 2              | 10/01/2021           | 183          | \$64,457.30         | 25,405.71         | 39,051.59           | 1,622,345.08        | \$77,654.92    |
| 3              | 04/01/2022           | 182          | \$64,457.30         | 24,672.98         | 39,784.32           | 1,582,560.76        | \$117,439.24   |
| 4              | 10/01/2022           | 183          | \$64,457.30         | 24,200.17         | 40,257.13           | 1,542,303.63        | \$157,696.37   |
| 5              | 04/01/2023           | 182          | \$64,457.30         | 23,455.69         | 41,001.61           | 1,501,302.02        | \$198,697.98   |
| 6              | 10/01/2023           | 183          | \$64,457.30         | 22,957.58         | 41,499.72           | 1,459,802.30        | \$240,197.70   |
| 7              | 04/01/2024           | 183          | \$64,457.30         | 22,322.98         | 42,134.32           | 1,417,667.98        | \$282,332.02   |
| 8              | 10/01/2024           | 183          | \$64,457.30         | 21,678.67         | 42,778.63           | 1,374,889.35        | \$325,110.65   |
| 9              | 04/01/2025           | 182          | \$64,457.30         | 20,909.62         | 43,547.68           | 1,331,341.67        | \$368,658.33   |
| 10             | 10/01/2025           | 183          | \$64,457.30         | 20,358.58         | 44,098.72           | 1,287,242.95        | \$412,757.05   |
| 11             | 04/01/2026           | 182          | \$64,457.30         | 19,576.67         | 44,880.63           | 1,242,362.32        | \$457,637.68   |
| 12             | 10/01/2026           | 183          | \$64,457.30         | 18,997.93         | 45,459.37           | 1,196,902.95        | \$503,097.05   |
| 13             | 04/01/2027           | 182          | \$64,457.30         | 18,202.76         | 46,254.54           | 1,150,648.41        | \$549,351.59   |
| 14             | 10/01/2027           | 183          | \$64,457.30         | 17,595.46         | 46,861.84           | 1,103,786.57        | \$596,213.43   |
| 15             | 04/01/2028           | 183          | \$64,457.30         | 16,878.86         | 47,578.44           | 1,056,208.13        | \$643,791.87   |
| 16             | 10/01/2028           | 183          | \$64,457.30         | 16,151.30         | 48,306.00           | 1,007,902.13        | \$692,097.87   |
| 17             | 04/01/2029           | 182          | \$64,457.30         | 15,328.40         | 49,128.90           | 958,773.23          | \$741,226.77   |
| 18             | 10/01/2029           | 183          | \$64,457.30         | 14,661.35         | 49,795.95           | 908,977.28          | \$791,022.72   |
| 19             | 04/01/2030           | 182          | \$64,457.30         | 13,823.93         | 50,633.37           | 858,343.91          | \$841,656.09   |
| 20             | 10/01/2030           | 183          | \$64,457.30         | 13,125.61         | 51,331.69           | 807,012.22          | \$892,987.78   |
| 21             | 04/01/2031           | 182          | \$64,457.30         | 12,273.22         | 52,184.08           | 754,828.14          | \$945,171.86   |
| 22             | 10/01/2031           | 183          | \$64,457.30         | 11,542.67         | 52,914.63           | 701,913.51          | \$998,086.49   |
| 23             | 04/01/2032           | 183          | \$64,457.30         | 10,733.51         | 53,723.79           | 648,189.72          | \$1,051,810.28 |
| 24             | 10/01/2032           | 183          | \$64,457.30         | 9,911.97          | 54,545.33           | 593,644.39          | \$1,106,355.61 |
| 25             | 04/01/2033           | 182          | \$64,457.30         | 9,028.27          | 55,429.03           | 538,215.36          | \$1,161,784.64 |
| 26             | 10/01/2033           | 183          | \$64,457.30         | 8,230.27          | 56,227.03           | 481,988.33          | \$1,218,011.67 |
| 27             | 04/01/2034           | 182          | \$64,457.30         | 7,330.18          | 57,127.12           | 424,861.21          | \$1,275,138.79 |
| 28             | 10/01/2034           | 183          | \$64,457.30         | 6,496.88          | 57,960.42           | 366,900.79          | \$1,333,099.21 |
| 29             | 04/01/2035           | 182          | \$64,457.30         | 5,579.91          | 58,877.39           | 308,023.40          | \$1,391,976.60 |
| 30             | 10/01/2035           | 183          | \$64,457.30         | 4,710.23          | 59,747.07           | 248,276.33          | \$1,451,723.67 |
| 31             | 04/01/2036           | 183          | \$64,457.30         | 3,796.59          | 60,660.71           | 187,615.62          | \$1,512,384.38 |
| 32             | 10/01/2036           | 183          | \$64,457.30         | 2,868.98          | 61,588.32           | 126,027.30          | \$1,573,972.70 |
| 33             | 04/01/2037           | 182          | \$64,457.30         | 1,916.65          | 62,540.65           | 63,486.65           | \$1,636,513.35 |
| 34             | 10/01/2037           | 183          | \$64,457.30         | 970.82            | 63,486.48           | .17                 | \$1,699,999.83 |
| 2037           | <b>Totals:</b>       |              | <b>2,191,548.20</b> | <b>491,548.37</b> | <b>1,699,999.83</b> |                     |                |
|                | <b>Grand Totals:</b> |              | <b>2,191,548.20</b> | <b>491,548.37</b> | <b>1,699,999.83</b> |                     |                |

**SCHEDULE 2**  
**DOWNTOWN MOBERLY PUBLIC FACILITIES IMPROVEMENTS**

| <b><u>Improvement Designation</u></b> | <b><u>Cost Item<sup>1</sup></u></b>  | <b><u>Cost<sup>2</sup></u></b> |
|---------------------------------------|--------------------------------------|--------------------------------|
| <b>A</b>                              | <b>Sewer System Improvements</b>     | \$ 1,273,337.50                |
| <b>B</b>                              | <b>Streetscape Improvements</b>      | \$ 115,000.00                  |
| <b>Subtotal</b>                       |                                      | <b>\$ 1,388,337.50</b>         |
|                                       | <b>Contingency (19%)<sup>3</sup></b> | <b>265,662.50</b>              |
| <b>Total</b>                          |                                      | <b>\$ 1,654,000.00</b>         |

<sup>1</sup> As further described in Ordinance No. 9576 adopted and approved on January 6, 2020 and Ordinance No. 9577 adopted and approved on January 21, 2020 approving, among other things, a proposed Assessment Roll for the Improvements.

<sup>2</sup> Each Improvement includes design and engineering costs.

<sup>3</sup> To the extent not required as contingency for unforeseen and changed conditions, contingency amounts shall be used to expand the scope of the specified improvements, respectively, consistent with the NID Petition and the NID Act.



**EXHIBIT A**

**LEGAL DESCRIPTION OF  
NEIGHBORHOOD IMPROVEMENT DISTRICT**

*A tract of land lying in the Northwest Quarter of Section 1, Township 53 North Range 14 West, in the City of Moberly Missouri, and being Lots 1, 2, 3, 4, 5, 6, 19, 20, 21, 22, 23, 24 of Block Thirteen (13) of the Original town of Moberly, Missouri and being more particularly described as follows:*

*Commencing at a found iron pipe at the intersection of the South line of Coates Street and the East line of Sturgeon Street; thence South 06 degrees 43 minutes 27 seconds East a distance of 308.12 feet to a found pk nail, in the center of a concrete sidewalk, on the East right-of-way line of Sturgeon Street; thence Westerly a distance of 50.0 feet, more or less, to the Southeast Corner of Block 13 of the Original Town of Moberly and the Point of Beginning; thence Northerly along the East line of said Block 13 to the Northeast corner of Lot 19; thence Westerly along the North line of said Lot 19 to the Northwest corner thereof; thence continuing Westerly, along the same line, crossing a twenty foot alley, to the Northeast Corner of Lot 6 of Block 13 of the Original town of Moberly; thence continuing Westerly, along the North line of said Lot 6, to the Northwest Corner thereof; thence Southerly, along the West line of said Block 13, to the Southwest corner thereof; thence Easterly, along the North right-of-way of Reed Street, and the South line of said Block13 to the Point of Beginning.*

**EXHIBIT B**

***NEITHER THIS BOND NOR ANY PORTION THEREOF MAY BE HYPOTHECATED, TRANSFERRED, ASSIGNED, NEGOTIATED NOR DISPOSITION MADE (OTHER THAN TO THE ISSUER HEREOF) EXCEPT TO AN “ACCREDITED INVESTOR,” AS HEREINAFTER DEFINED, AND IN ACCORDANCE WITH THE PROVISIONS HEREOF.***

*Capitalized terms used and not defined in this Bond shall have the meanings ascribed to them in the Ordinance (as hereinafter defined).*

**NEIGHBORHOOD IMPROVEMENT DISTRICT BOND - (Form Only)**

**(Front Side)**

**UNITED STATES OF AMERICA  
STATE OF MISSOURI**

**REGISTERED  
NO. R-1**

**REGISTERED  
\$1,700,000.00**

**CITY OF MOBERLY, MISSOURI  
DOWNTOWN MOBERLY PUBLIC FACILITIES NEIGHBORHOOD IMPROVEMENT  
DISTRICT LIMITED GENERAL OBLIGATION BOND (DOWNTOWN MOBERLY  
PUBLIC FACILITIES IMPROVEMENTS PROJECT)  
SERIES 2020**

**Interest Rate  
3.050%**

**Maturity Date  
October 1, 2037**

**Dated Date  
October 1, 2020**

**REGISTERED OWNER: Regional Missouri Bank, Moberly, Missouri**

**PRINCIPAL AMOUNT: ONE MILLION SEVEN HUNDRED THOUSAND DOLLARS**

**THE CITY OF MOBERLY, MISSOURI**, a city of the third classification and political subdivision of the State of Missouri (the “City”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns, the Principal Amount shown above, and to pay interest thereon at the Interest Rate per annum shown above (computed as provided on Schedule 1 to the Ordinance) from the Dated Date shown above or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semi-annually on April 1 and October 1 in each year, beginning on April 1, 2021 until the Principal Amount has been paid.

The principal of this Bond shall be paid by check or draft at Maturity or upon earlier redemption to the person in whose name this Bond is registered at the Maturity upon presentation and surrender of this Bond at the office of the Director of Finance of the City as paying agent (the “Paying Agent”). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the Bond Register at the close of business on the Record Date for such interest, which shall be the fifteenth (15<sup>th</sup>) day (whether or not a Business Day) of the calendar month preceding such Interest Payment Date (a) by check or draft mailed by the Paying Agent to such Registered Owner at the address shown on the Bond Register or at such

other address as is furnished to the Paying Agent in writing by such Registered Owner, or (b) in the case of an interest payment to any Registered Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Registered Owner upon written notice given to the Paying Agent by such Registered Owner not less than fifteen days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal and interest on this Bond shall be payable in lawful money of the United States of America.

**THE TERMS AND PROVISIONS OF THIS BOND ARE CONTINUED ON THE REVERSE SIDE HEREOF AND SUCH CONTINUED TERMS AND PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF FULLY SET FORTH AT THIS PLACE.**

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security of benefit under the Ordinance until the Certificate of Authentication hereon shall have been executed by the Paying Agent.

The City hereby certifies and declares that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Bond did exist, have happened, have been done, and have been performed in regular and due form, time and manner as required by law and that before the issuance of this Bond provision has been duly made for the assessment, collection, and segregation of the Special Assessments and for the application of the same as hereinbefore provided.

**IN WITNESS WHEREOF, THE CITY OF MOBERLY, MISSOURI**, by its City Council, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Bond to be signed by the duly authorized manual or facsimile signature of the Mayor of the City and attested to by the duly authorized manual or facsimile signature of the City Clerk.

**CERTIFICATE OF AUTHENTICATION CITY OF MOBERLY, MISSOURI**

This Bond is the Bonds of the issue described in the within-mentioned Ordinance.

By: \_\_\_\_\_  
Mayor

Registration Date: \_\_\_\_\_, 2020

**Director of Finance**  
as Paying Agent

ATTEST:

By: \_\_\_\_\_  
Director of Finance

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

(Form of Bond - Reverse Side)

CITY OF MOBERLY, MISSOURI  
DOWNTOWN MOBERLY PUBLIC FACILITIES NEIGHBORHOOD IMPROVEMENT  
DISTRICT LIMITED GENERAL OBLIGATION BOND (DOWNTOWN MOBERLY  
PUBLIC FACILITIES IMPROVEMENTS PROJECT)  
SERIES 2020

ADDITIONAL PROVISIONS

This Bond is one of a series of duly authorized bonds of the City designated “Downtown Moberly Public Facilities Neighborhood Improvement District Limited General Obligation Bonds (Downtown Moberly Public Facilities Improvements Project) Series 2020,” aggregating the original principal amount of \$1,700,000 (the “Bonds”). The Bonds are being issued for the purpose of (1) paying a portion of the costs of the Improvements and (2) paying the costs of issuing the Bonds, under authority and in full compliance with the constitution and laws of the State of Missouri, including particularly the Neighborhood Improvement District Act, Sections 67.453 through 67.475 of Revised Statutes of Missouri, as amended (the “Act”), and pursuant to Ordinance No. 9617 duly adopted on September 8, 2020 by the City Council (the “Ordinance”).

This Bond shall not be subject to optional redemption and payment prior to the Stated Maturity thereof.

The Bonds shall be general obligations of the City as authorized by the Act; *provided that* the taxing power of the City is not pledged to the payment of the Bonds either as to principal or interest. The Bonds shall be payable from and secured as to the payment of principal and interest by (a) Special Assessments to be assessed and levied on real property deemed to be benefited by the Improvements and deposited in the Bond Fund; and (b) if not so paid, from the first available moneys in the City’s General Fund or other legally available City fund.

The Bonds are issued in the form of fully registered bonds without coupons, in Authorized Denominations.

**THIS BOND shall be transferable only to an Accredited Investor and only upon the execution and delivery by the proposed transferee of a letter of representations in substantially the form attached as Annex A to this Bond.** The term “Accredited Investor” shall mean an “accredited investor” under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended, and/or a “qualified institutional investor” under Rule 144A promulgated under the Securities Act of 1933, as amended or as such term may be commonly defined from time to time by applicable State and federal securities laws and regulations.

The Bonds may be transferred and exchanged as provided in the Ordinance only upon the Bond Register upon surrender of this Bond at the office of the Paying Agent. The Paying Agent shall transfer or exchange any Bond for a new Bond of the same Maturity and in the same principal amount Outstanding as the Bond that was presented for transfer or exchange. Any Bond presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner’s duly

authorized agent. The City and the Paying Agent may deem and treat the person in whose name any Bond is registered on the Bond Register as the absolute owner of such Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on said Bond and for all other purposes.

The proceedings relating to the issuance of the Bonds have been presented to and filed with the State Auditor of Missouri, who has examined the same and has issued a certificate that such proceedings comply with the laws and constitution of the State of Missouri and that the conditions of the contract under which the Bonds were ordered to be issued have been complied with.

---

---

**FOR VALUE RECEIVED**, the undersigned hereby sells, assigns, and transfers unto

\_\_\_\_\_ (Print or Type Name, Address, and Social Security Number or other Taxpayer Identification Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_ agent to transfer the within Bond on the books kept by the Paying Agent for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Notice: The signature to this assignment must correspond with the name of the Registered Owner as it appears on the face of the within Bond in every particular, without alteration, enlargement, or any change whatever.

Signature guaranteed by:

\_\_\_\_\_ (Print or Type Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

By: \_\_\_\_\_  
Title: \_\_\_\_\_

---

**LEGAL OPINION**

The following is a true and correct copy of the approving opinion of Cunningham, Vogel & Rost, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of the Bonds:

CUNNINGHAM, VOGEL & ROST, P.C.  
333 South Kirkwood Road, Suite 300  
St. Louis, Missouri 63122

(LEGAL OPINION OF BOND COUNSEL)

---

ANNEX A

**TRANSFEEE’S LETTER OF REPRESENTATIONS (Form Only)**

\_\_\_\_\_, 20\_\_

City of Moberly  
Moberly, Missouri

Re: \$1,700,000 City of Moberly, Missouri Downtown Moberly Public Facilities Neighborhood Improvement District Limited General Obligation Bond (Downtown Moberly Public Facilities Improvement Project) Series 2020 (the “Bonds”); *Capitalized terms used and not defined herein shall have the meanings ascribed to them in Ordinance No. 9617 duly adopted on September 8, 2020 by the Council of the City of Moberly, Missouri (the “Ordinance”).*

Ladies and Gentlemen:

\_\_\_\_\_ (the “Transferee”) proposes and agrees to purchase and accept an assignment and transfer of the Bonds or portion thereof in accordance with the terms and conditions thereof. This letter is to provide you with certain representations and agreements with respect to such purchase, assignment and transfer and, accordingly, the Transferee hereby represents and warrants to the addressee hereof, as follows:

1. The Transferee is an “accredited investor” under Rule 501(a) of Regulation D promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended, and/or a “qualified institutional investor” under Rule 144A promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended (or other applicable state and federal securities laws and regulations).
2. The Transferee has sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of the investment represented by the purchase and acceptance of assignment and transfer by the Transferee of the Bonds.
3. The Transferee has had opportunity to review the Bonds and all instruments and agreements related thereto and to ask questions and to receive answers regarding all matters relating to the Bonds. The Transferee has had opportunity to obtain any and all information which the Transferee deems relevant in order to make an informed decision as to an investment in the Bonds and to verify the accuracy of all information that has been furnished to the Transferee.
4. The Transferee acknowledges that no official statement or other offering document has been prepared with respect to the Bonds and that the absence of such offering material will limit the liquidity of the Bonds. The Transferee is familiar with and has counsel who is familiar with federal and state laws pertaining to the transfer and distribution of securities, including, without limitation, disclosure obligations of the seller incident to any such transfer or distribution. The Transferee understands and acknowledges that the Bonds are exempt from the continuing

disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission. The Transferee hereby covenants and agrees that the Transferee will not sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage or dispose of the Bonds or any interest therein in violation of applicable federal or state law or in violation of the restrictions on sale, assignment, negotiation or transfer of the Bonds set forth in paragraph 7 of this letter.

5. The Transferee confirms that the Transferee’s purchase and acceptance of assignment and transfer of the Bonds constitutes an investment which is suitable for and consistent with the Transferee’s investment program and that the Transferee is capable of and prepared to bear the economic risk of the Transferee’s investment in the Bonds.

6. The Transferee is acquiring the Bonds solely as an investment and for the Transferee’s own account, as principal, (and not on behalf of another) with the present intent of holding the Bonds in the Transferee’s investment portfolio, and not with a view to or in connection with, any agreement or understanding looking toward any distribution, resale, fractionalization, subdivision or other disposition thereof, and no person other than the Transferee has direct or indirect interest in the Bonds.

7. The Transferee acknowledges that the right to sell, assign, negotiate or otherwise transfer the Bonds shall be limited to the sale, assignment, negotiation or transfer to an “accredited investor” as that term is used and defined in Rule 501(a) of Regulation D promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended, and a “qualified institutional investor” as that term is used and defined in Rule 144A promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended.

8. The Transferee agrees to indemnify and hold the addressee hereof and Bond Counsel each harmless from any claims, judgments, costs, fees and expenses of whatsoever nature, whether relating to litigation or otherwise, resulting from the attempted or affected sale, offer for sale, pledge, transfer, conveyance, hypothecation, mortgage, disposition of the Bonds or any portion thereof in violation or contravention of this letter.

9. The Transferee has satisfied itself that the Bonds may be legally purchased by and assigned and transferred to the Transferee.

Very truly yours,

\_\_\_\_\_  
“Transferee”



**EXHIBIT C**

**ARBITRAGE INSTRUCTIONS**

**CITY OF MOBERLY, MISSOURI  
DOWNTOWN MOBERLY PUBLIC FACILITIES NEIGHBORHOOD IMPROVEMENT  
DISTRICT LIMITED GENERAL OBLIGATION BOND (DOWNTOWN MOBERLY  
PUBLIC FACILITIES IMPROVEMENTS PROJECT)  
SERIES 2020**

These Arbitrage Instructions (the “Instructions”) provide guidance regarding compliance with §148 of the Internal Revenue Code of 1986, as amended (the “Code”), to preserve the exclusion from federal gross income of the interest on the \$1,700,000 City of Moberly, Missouri, Downtown Moberly Public Facilities Neighborhood Improvement District Limited General Obligation Bonds (Downtown Moberly Public Facilities Improvements Project) Series 2020 (the “Bonds”), being issued by the City of Moberly, Missouri (the “City”) pursuant to Ordinance No. 9617 passed and approved by the City Council of the City on September 8, 2020 (the “Bond Ordinance”).

**Section 1. Definitions.** Unless the context indicates otherwise, words and phrases used herein shall have the meanings assigned in §148 of the Code and in the Treasury Regulations promulgated thereunder (the “Regulations”), and certain capitalized terms not specifically defined herein shall have the meanings set forth in the Bond Ordinance.

“**Bond Year**” means each one-year period ending September 1; except that the first Bond Year may be less than one year in duration.

“**Gross Proceeds**” means (i) sale proceeds, *i.e.*, all amounts actually or constructively received by the City from the sale of the Bonds; (ii) investment proceeds derived from the investment of the sale proceeds; (iii) amounts held in a sinking fund for the Bonds; (iv) amounts held in a pledged fund or reserve fund for the Bonds; and (v) any transferred proceeds. Specifically, Gross Proceeds include all amounts held in the following funds ratified or established in Section 501 of the Bond Ordinance:

- (a) the Bond Fund;
- (b) the Cost of Issuance Fund;
- (c) the Project Fund; and
- (d) the Rebate Fund.

“**Minor Portion**” means an amount equal to the lesser of \$100,000 or 5% of the sale proceeds of the Bonds.

“**Rebate Requirement**” means the amount of rebatable arbitrage earned with respect to Gross Proceeds which do not qualify for an exception from the requirements of Section 148(f)(2) of the Code, computed as of the last day of any Bond Year pursuant to §1.148-3 of the Treasury Regulations.

**Section 2. Temporary Periods; Yield Restriction.** The amounts deposited in the funds and accounts established or ratified in the Bond Ordinance shall be invested as follows:

(a) Bond Fund. Moneys deposited in the Bond Fund may be invested without yield restriction for a period of thirteen (13) months after the date of deposit. Earnings on such amounts may be invested without yield restriction for a period not exceeding one year after the date of receipt of such earnings.

(b) Project Fund and Costs of Issuance Fund. Moneys deposited in the Project Fund and the Costs of Issuance Fund, and investment earnings on such proceeds, may be invested without yield restriction for a period of three (3) years after the Issuance Date. If any unspent proceeds remain in the Project Fund after three years, such amounts may continue to be invested without yield restriction so long as the Issuer pays to the IRS all yield reduction payments in accordance with Regulations § 1.148-5(c). These payments are required whether or not the Bonds are exempt from the arbitrage rebate requirements of Code § 148.

Any such amounts not invested as described above shall be invested at a yield not greater than the yield on the Bonds.

**Section 3. Survival After Defeasance.** Notwithstanding anything in the Bond Ordinance to the contrary, the obligation to pay arbitrage rebate to the United States and to comply with all other requirements contained in these Arbitrage Instructions will survive the payment or defeasance of the Bonds.

**Section 4. Opinion of Bond Counsel.** These Instructions may be modified or amended in whole or in part upon receipt of an opinion of Bond Counsel to the effect that such modifications or amendments will not adversely affect the exclusion from gross income of the interest on the Bonds.

\* \* \* \* \*

**EXHIBIT D**

**BOND PURCHASE AGREEMENT**

**(included as Item 2 in Bond Transcript)**

# City of Moberly City Council Agenda Summary

Agenda Number: #4.  
 Department: Public Works  
 Date: September 8, 2020

**Agenda Item:** An Ordinance Of The City Of Moberly, Missouri, Authorizing Execution Of An Amendment To The Original Agreement For Federal Block Grant Funding For Runway Construction At Omar N. Bradley Airport.

**Summary:** The Commission grants an additional sum not to exceed \$6,033,550 for the design and construct Runway 13-31.

**Recommended**

**Action:** Approve this ordinance.

**Fund Name:** Airport Fund-Contractual Services

**Account Number:** 120.000.5408

**Available Budget \$:** 365,771.33

| ATTACHMENTS:                                |  | Roll Call               | Aye                      | Nay                      |
|---|--|-------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> Memo               | <input type="checkbox"/> Council Minutes               | <b>Mayor</b>            |                          |                          |
| <input type="checkbox"/> Staff Report       | <input checked="" type="checkbox"/> Proposed Ordinance | M__ S__ <b>Jeffrey</b>  | <input type="checkbox"/> | <input type="checkbox"/> |
| <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"/> | <input type="checkbox"/> |
| <input type="checkbox"/> P/C Recommendation | <input type="checkbox"/> Petition                      | M__ S__ <b>Kimmons</b>  | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> P/C Minutes        | <input type="checkbox"/> Contract                      | M__ S__ <b>Davis</b>    | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Application        | <input type="checkbox"/> Budget Amendment              | M__ S__ <b>Kyser</b>    | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Citizen            | <input type="checkbox"/> Legal Notice                  |                         |                          |                          |
| <input type="checkbox"/> Consultant Report  | <input type="checkbox"/> Other _____                   |                         | Passed                   | Failed                   |

BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF MOBERLY, MISSOURI, AUTHORIZING EXECUTION OF AN AMENDMENT TO THE ORIGINAL AGREEMENT FOR FEDERAL BLOCK GRANT FUNDING FOR RUNWAY CONSTRUCTION AT OMAR N. BRADLEY AIRPORT.**

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

**SECTION ONE:** On December 18, 2019, the city executed the Original State Block Grant Agreement for the design and reconstruction of runway 13-31 at the Omar N. Bradley Airport; and

**SECTION TWO:** the Missouri Highway and Transportation Commission has determined that the level of funding in the original agreement is not sufficient to cover costs associated with the project and have granted the additional sum of Six Million, Thirty-Three Thousand and Five Hundred and Fifty Dollars (\$6,033,550.00) for the reconstruction; and

**SECTION THREE:** attached hereto is Amendment #1 to the original State Block Grant Agreement; and

**SECTION FOUR:** Moberly will greatly benefit from this runway construction and the Moberly City Manager is hereby authorized and directed to execute Amendment #1 and to take such other actions as may be necessary to complete the amendment process.

**PASSED AND ADOPTED BY THE COUNCIL OF MOBERLY, MISSOURI THIS 8<sup>TH</sup> DAY OF SEPTEMBER, 2020.**

\_\_\_\_\_  
Presiding Officer

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

CCO Form: MO18  
Approved: 05/94 (MLH) Sponsor: City of Moberly  
Revised: 03/17 (MWH) Project No. 19-034A-1  
Modified:

CFDA Number: CFDA #20.106  
CFDA Title: Airport Improvement Program  
Federal Agency: Federal Aviation Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
AMENDMENT TO STATE BLOCK GRANT AGREEMENT**

**AMENDMENT #1**

THIS AGREEMENT AMENDMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Moberly (hereinafter, "Sponsor").

WITNESSETH:

WHEREAS, the parties entered into an Agreement executed by the Sponsor on December 18, 2019, and executed by the Commission on January 2, 2020, (hereinafter, "Original Agreement") under which the Commission granted the sum not to exceed Three Hundred Sixty-Six Thousand Eight Hundred Forty Dollars (\$366,840) to the Sponsor to assist with Design Runway 13/31 Reconstruction; and

WHEREAS, the Commission previously approved funds for Design and Construct Runway 13/31 Reconstruction; and

WHEREAS, the level of funding originally approved is not sufficient to cover the costs associated with Design and Construct Runway 13/31 Reconstruction.

WHEREAS, the Commission has sufficient funds to increase the grant amount for Design and Construct Runway 13/31 Reconstruction.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) **ADDITIONAL GRANT:** The Commission grants to the Sponsor an additional sum not to exceed Six Million Thirty-Three Thousand Five Hundred Fifty Dollars (\$6,033,550) for Design and Construct Runway 13/31 Reconstruction subject to the following conditions:

(A) The project will be carried out in accordance with the assurances (Exhibit 1) given by the Sponsor to the Commission as specified in the Original Agreement.

(B) This Amendment shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant amendment has been executed by the Sponsor on or before October 1, 2020, or such subsequent date as may be prescribed in writing by the Commission.

(C) Based upon the revised project schedule, the original project time period of September 30, 2020, will be extended to December 31, 2021, to allow for completion of the work. Paragraph (2) of the Original Agreement is hereby amended accordingly.

(D) All other terms and conditions of the Original Agreement entered into between the parties shall remain in full force and effect.

(2) CONSTRUCTION OBSERVATION/INSPECTION REQUIREMENTS: In conjunction with submittal of the construction bid tabulation, the Sponsor shall provide a construction observation/inspection program setting forth a format for accomplishment of resident observation, construction inspection and overall quality assurance.

(3) CONSTRUCTION PROGRESS AND INSPECTION REPORTS: The Sponsor shall provide and maintain adequate, competent and qualified engineering supervision and construction inspection at the project site during all stages of the work to ensure that the completed work conforms with the project plans and specifications. Project oversight by the Commission's project manager or other personnel does not relieve the Sponsor of this responsibility.

(A) The Sponsor shall require the resident project representative to keep daily construction records and shall submit to the Commission a weekly construction progress and inspection report on the FAA Form 5370-1 ("Construction Project and Inspection Report"), completed by the resident project representative. A weekly summary of tests completed shall be included.

(B) Prior to final acceptance, the Sponsor shall provide to the Commission a testing summary report bearing the engineer's seal and including a certification from the engineer that the completed project is in compliance with the plans and specifications.

(4) WAGE LAWS: The Sponsor and its contractors and subcontractors shall pay the prevailing hourly rate of wages for each craft or type of worker required to execute this project work as determined by the Department of Labor and Industrial Relations of Missouri, and they shall further comply in every respect with the minimum wage laws of Missouri and the United States. Federal wage rates under the Davis-Bacon or other federal acts apply to and govern this Agreement also for such work which is performed at the jobsite, in accord with 29 CFR Part 5. Thus, this Agreement is subject to the "Contract Work Hours and Safety Standards Act", as amended (40 U.S.C. Sections 327, *et seq.*), and its implementing regulations. The Sponsor shall take the acts which may be required to fully inform itself of the terms of, and to comply with, state and federal laws.

(5) COMPETITIVE SELECTION OF CONTRACTOR: Construction that is to be accomplished by contract is to be competitively bid in accordance with federal procurement requirements, located at 49 CFR Part 18. Bid notices should be published in a qualified (local or area) newspaper or other advertisement publication located in the same county as the airport project as a minimum.

(6) REVIEW OF BIDS AND CONTRACT AWARD: The Commission shall review all contractors' bids and approve the selection of the apparent successful bidder prior to the Sponsor awarding the construction contract.

(7) NOTICE TO PROCEED: After the Commission receives copies of the executed construction contract between the Sponsor and the contractor, the performance and payment bonds and any other documentation as required by this Agreement, the Commission will authorize the Sponsor to issue a notice to proceed with construction.

(A) Notice to proceed shall not be issued until the Sponsor has provided satisfactory evidence of acceptable title to the land on which construction is to be performed. Ownership status of existing airport property as well as any land or easements acquired under this project must be included in a Certificate of Title tied to a current Exhibit "A" property map.

(B) The Sponsor shall issue a notice to the contractor within ten (10) days of authorization by the Commission, unless otherwise approved by the Commission.

(C) Any construction work performed prior to the Sponsor's issuance of a Notice to Proceed shall not be eligible for funding participation.

(8) DISADVANTAGED BUSINESS ENTERPRISES - CONSTRUCTION: The Sponsor shall notify prospective bidders that DBEs will be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex or national origin in consideration for an award.

(A) The goal for this project to be awarded to DBE firms shall be established by the Commission based on the engineer's construction cost estimate included in the design report. The goal will be a percentage of the federal portion of the contract costs less the amount expended for land, easements, the Sponsor's in-house administration, force account work and any noncontractual costs. Failure to meet the DBE goal can render a bid proposal nonresponsible at the Commission's discretion.

(B) The Sponsor shall conduct field reviews and interviews with workers to ensure that the portion of the work identified in the construction contract to be performed by DBE firms is so performed. Results of these interviews shall be submitted to the Commission with the weekly construction progress reports.

(9) LABOR STANDARDS INTERVIEWS: The Sponsor shall conduct periodic random interviews with the workers to assure that they are receiving the established prevailing wages. Results of these interviews shall be submitted to the Commission with



the weekly construction progress reports.

(10) AIR AND WATER QUALITY STANDARDS: Approval of the project is conditioned on the Sponsor's compliance with the applicable air and water quality standards in accomplishing project construction and in operating the airport. Failure to comply with this requirement may result in suspension, cancellation or termination of federal assistance under this Agreement.

(11) FILING NOTICE OF LANDING AREA PROPOSAL: When a project involving changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7480-1 ("Notice of Landing Area Proposal") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form as filed with the FAA and the FAA airspace determination letter must be provided to the Commission. This form must be submitted for any projects that involve the widening, lengthening or reconstruction of an existing runway or construction of a new runway. When the funded project is strictly a master plan/site selection, this form will be submitted for the final three proposed sites prior to development of the ALP.

(12) FILING NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION: When a development project that does not involve changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7460-1 ("Notice of Proposed Construction of Alteration") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form as filed with the FAA and the FAA airspace determination letter must be provided to the Commission. This form must be submitted for construction of any permanent structures on the airport, temporary structures over 20 feet in height or use of construction equipment over 20 feet tall. It is not necessary for routine construction projects, unless they include above ground installations.

(13) CHANGE ORDERS/SUPPLEMENTAL AGREEMENTS: All change orders/supplemental agreements must be submitted to the Commission for approval prior to implementation to ensure funding eligibility. Requests for additional work for items not included in the original bid must be accompanied by a cost analysis to substantiate the proposed costs.

(14) RESPONSIBILITY FOR PROJECT SAFETY: During the full term of the project, the Sponsor shall be responsible for the installation of any signs, markers or other devices required for the safety of the public. All markers or devices required shall conform with all applicable FAA regulations or specifications.

(A) The Sponsor shall ensure that a safety plan is included in the contract documents and that the Contractor complies with the safety plan during construction.

(B) It is also the responsibility of the Sponsor to issue, through the applicable FAA Flight Service Station, any and all Notices to Airmen that may be required. Copies of notices shall also be sent to the Commission as soon as they are filed with the

FAA.

(15) RECORD DRAWINGS: The Sponsor shall provide one (1) set of blue line or black line as-built construction plans and two (2) sets of the updated ALP with a narrative report to the Commission upon project completion. The Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the Commission and submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said ALP Map is an allowable cost within the scope of this project. The Commission will forward one (1) set of the approved updated ALP to the FAA Central Region office.

(16) PAVEMENT MAINTENANCE MANAGEMENT PROGRAM: The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will:

(A) Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements", for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

(B) Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

(C) Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

- a. Location of all runways, taxiways, and aprons;
- b. Dimensions;
- c. Types of pavement; and
- d. Year of construction or most recent major

rehabilitation.

2. Inspection Schedule.

a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular

150/5380-6, the frequency of the inspections may be extended to three years.

b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

(D) Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

- 1. Inspection date;
- 2. Location;
- 3. Distress types; and
- 4. Maintenance scheduled or performed.

(C) Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the Commission as may be required.

(17) MAINTENANCE PROJECT LIFE: The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a five year period following the completion of this project unless the Commission determines that the rehabilitation or reconstruction is required for safety reasons.

(18) PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF \$250,000: The Sponsor agrees to:

(A) Furnish a construction management program to the Commission prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal and/or Commission specifications. The program must include at a minimum:

- 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
- 2. Names of testing laboratories and consulting engineer firms

with quality control responsibilities on the project, together with a description of the services to be provided;

3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials Standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);

4. Qualifications of engineering supervision and construction inspection personnel;

5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and

6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

(B) Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the Commission.

(C) Failure to provide a complete report as described in Subparagraph (B) above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the Commission and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.

(D) The Commission, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

(19) SMALL AIRPORT FUND: The source of this grant may include funding from the Small Airport Fund.

*[Remainder of Page is Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by the Sponsor this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by the Commission this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION**

**CITY OF MOBERLY**

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

\_\_\_\_\_

Title \_\_\_\_\_

Ordinance No. \_\_\_\_\_  
(if applicable)

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the Airport and Airway Improvement Act of 1982, as amended. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**CITY OF MOBERLY**

\_\_\_\_\_  
Name of Sponsor's Attorney (typed)

\_\_\_\_\_  
Signature of Sponsor's Attorney

Date \_\_\_\_\_

# City of Moberly City Council Agenda Summary

Agenda Number: #5.  
 Department: Public Works  
 Date: September 8, 2020

**Agenda Item:** An Ordinance Accepting Change Order No. 2 Decreasing The Contract Amount By \$6,766.96 To The Morley Street Sidewalk Improvement Project.

**Summary:** These changes reflect additional channelizers needed for traffic control and a lump sum deduct for out-of-spec concrete.

Please find attached the change order with a decrease of (\$6,766.96).

**Recommended**

**Action:** Approve this ordinance

**Fund Name:** Transportation Trust

**Account Number:** 600.178.5409

**Available Budget \$:** 532,307.60

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

BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ACCEPTING CHANGE ORDER NO. 2 DECREASING THE CONTRACT AMOUNT BY \$6,766.96 TO THE MORLEY STREET SIDEWALK IMPROVEMENT PROJECT.**

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

**SECTION ONE:** This council authorized the Morley Street Sidewalk Improvement Project Improvement project by Ordinance No. 9593.

**SECTION TWO:** The contractor, S & A Equipment and Builders, LLC, reports using additional channelizers for traffic control and a lump sum deduction for out-of-spec concrete in the amount of \$6,766.96.

**SECTION THREE:** The Moberly City Council hereby accepts Change Order #2 and authorizes the City Manager to execute the Change Order on behalf of the City.

**SECTION FOUR:** This Ordinance shall be in full force and effect from and after its passage and adoption by the Council of the City of Moberly, Missouri, and its signature by the officer presiding at the meeting at which it was passed and adopted.

**PASSED AND ADOPTED** by the Council of the City of Moberly, Missouri, this 8<sup>th</sup> day of September, 2020.

**ATTEST:**

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

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



**CHANGE ORDER No. 2**

CONTRACTOR: S&A Equipment & Builders, LLC  
 PROJECT NAME: Morley Street Improvement Project

LPA: City of Moberly  
 PROJECT NO.: STP-4500(207) & STIP 2P3220

#5.

**The Contractor is hereby directed to make the following changes from the contract:**

**1. DESCRIPTION AND REASON FOR CHANGE:**

The line item adjustments below are each participating items (Base Bid A).

**Item 616-10.05 Channelizers** - In order to expedite completion of the paved approaches at the south end of the project between Coates Street and the Housing Authority and to provide appropriate lane drop conditions on Morley St, additional channelizers beyond plan quantity were needed for adequate in-place traffic control, resulting in an additional 20 EA of Channelizers.

**Item 999-99.01 Concrete Mix Deduction** - Contingent item added at negative Lump Sum amount. As a result of some concrete pours placed on the project through July 14th not meeting specifications due to considerably low air content, a 25% deduction was applied to the unit bid prices of the following items: 290.4 SY of 8" Paved Approach (290.4 SY x \$72.82/SY x .25 = \$5,286.73), 65.2 SY of Sidewalk/Ramps (65.2 SY x \$55.81/SY x .25 = \$909.70), and 30 LF of Curb and Gutter (30 LF x \$76.07/LF x .25 = \$579.53). This resulted in a total amount of \$6,766.96 to be applied as a Lump Sum cost deduction per item 999-99.01. This Lump Sum deduction is pending all mix meets minimum 28-day compressive strength results.

**2. COST OF WORK AFFECTED BY THIS CHANGE ORDER.**

| EST. LINE NO.  | CONTRACT ITEM NO. | ITEM DESCRIPTION       | UNITS PREVIOUSLY PROVIDED FOR | UNITS TO BE CONSTRUCTED | UNITS OVERRUN, UNDERRUN, CONTINGENT | UNIT PRICE | CONTRACT OR AGREED UNIT PRICE | AMOUNT OF OVERRUN OR PLUS CONTINGENT | AMOUNT OF UNDERRUN OR MINUS CONTINGENT |
|----------------|-------------------|------------------------|-------------------------------|-------------------------|-------------------------------------|------------|-------------------------------|--------------------------------------|--|
|                | 616-10.05         | Channelizers           | 135.00                        | 155.00                  | 20.00                               | EA         | \$25.05                       | \$501.00                             |  |
|                | 999-99.01         | Concrete Mix Deduction | 0.00                          | 1.00                    | 1.00                                | LS         | -\$6,766.96                   |                                      | -\$6,766.96                            |
| <b>TOTALS:</b> |                   |                        |                               |                         |                                     |            |                               | <b>\$501.00</b>                      | <b>(\$6,766.96)</b>                    |

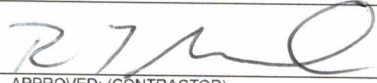

**3. SETTLEMENT FOR COST OF THE ABOVE CHANGE TO BE MADE AT CONTRACT UNIT PRICES, EXCEPT AS NOTED:**  
 N/A

**4 COMMENTS:**

**5 COST ADJUSTMENTS TO THE CONTRACT:**

|                        |              |                |
|------------------------|--------------|----------------|
| 1. CONTRACT AMOUNT     |              | \$1,274,320.22 |
| 2. OVERRUN THIS ORDER  | \$501.00     |                |
| 3. OVERRUN PREVIOUS    | \$25,125.12  |                |
| 4. UNDERRUN THIS ORDER | (\$6,766.96) |                |
| 5. UNDERRUN PREVIOUS   | (\$4,326.40) |                |
| 6. PROJECT TOTAL       |              | \$1,288,852.98 |

**THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO:**

|                   |      |  |         |
|-------------------|------|--|---------|
| APPROVED: (OWNER) | DATE | APPROVED: (CONTRACTOR)   | DATE    |
|                   |      |  | 8/10/20 |
| APPROVED: MODOT   | DATE | APPROVED: (CONSTRUCTION ENGINEER)  | DATE    |
|                   |      |  | 8/10/20 |

# City of Moberly City Council Agenda Summary

#6.

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

**Agenda Item:** An Ordinance Amending Section 46-3 And Amending Section 46-84 And Amending Section 46-118 And Amending Section 46-121 And Adopting Sections 46-148, 46-149, 46-150 And 46-151 Related To Dwelling Units In The B-2 Central Business District.

**Summary:** At the July 27, 2020 meeting, Planning and Zoning Commission passed the text amendment for regulations and clarifications of Apartments in the B-2 district and mixed-use facilities in a B-3 commercial districts. The proposed text defines in more clarity the current practice of allowing apartments in the second story of downtown buildings. It also permits the use of mixed-use buildings for residential and commercial uses. The specific guidelines of maintaining commercial appearance and accessibility are defined in the proposed text. This will impact Chapter 46 of the Code Book.

**Recommended**

**Action:** Approve this ordinance.

**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 checked="" type="checkbox"/> Proposed Ordinance | M__ S__ <b>Jeffrey</b>  | ___    | ___    |
| <input type="checkbox"/> Correspondence     | <input type="checkbox"/> Proposed Resolution           |                         |        |        |
| <input 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 |

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

**ORDINANCE NO:** \_\_\_\_\_

**AN ORDINANCE AMENDING SECTION 46-3 AND AMENDING SECTION 46-84 AND AMENDING SECTION 46-118 AND AMENDING SECTION 46-121 AND ADOPTING SECTIONS 46-148, 46-149, 46-150 AND 46-151 RELATED TO DWELLING UNITS IN THE B-2 CENTRAL BUSINESS DISTRICT.**

**WHEREAS**, a public hearing was held on July 27, 2020 before the City of Moberly, Missouri, Planning and Zoning Commission to consider an application filed by Moberly City Staff proposing text amendments to Chapter 46 concerning dwelling units in the B-2 Central Business District; and

**WHEREAS**, the Planning and Zoning Commission recommended approval of the proposed zoning changes; and

**WHEREAS**, the Moberly City Council hereby adopts the recommendations of the Planning and Zoning Commission and enacts amendments to the city Zoning Code as follows.

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

**SECTION ONE:** Article I, Section 46-3. Definitions. is hereby amended as follows:

*Basement* means a story below the first story as defined under the term “story,” counted as a story for height regulations if subdivided and used for dwelling purposes other than by a janitor or watchman employed on the premises. The majority of the floor to ceiling space shall be above the curb level or base plane.

*Dwelling Unit* means and consists of one or more rooms that contain lawful cooking and sanitary facilities, inhabited by one or more persons living together and maintaining a common household, in a residential building or residential portion of a building.

*Ground Floor (Qualifying)* means a ground floor of a building, new or existing, of a multi-family housing building, where the second story or basement starts more than 6’ below or 10’ above the calculated curb or sidewalk level. In cases where the curb and sidewalk levels are not the same, the lesser elevation shall be used.

*Ground Floor Dwelling Unit* means residential dwelling located in a Vertical Mixed-Use Structure/Building on the ground floor in central business district zoning district (B-2). Residential use dwelling units may not exceed fifty percent (50%) of the floor area and may not be located on the street frontage side of the building. See Article III, Section 46-148 for additional information.

*Mixed Use Building* means a building that is used partly for residential use and partly for a commercial use and located in both the Central Business District (B-2) and Community Improvement District (CID) as adopted and identified by the city. The building shall maintain its existing facades as identified and defined in the city’s adopted Historic Downtown Design Guidelines. When a building contains more than one use, the maximum floor area for the

second floor or higher is 100% Residential; the maximum floor area for the ground floor is 50% residential; and the maximum floor area for the basement floor is 100% Residential.

*Non-Ground Floor Dwelling Units* means residential dwelling located in a Vertical Mixed-Use Structure/Building either above ground level or below the ground level floor. See Article III, Section 46-149 for additional information.

*Vertical Mixed-Use Building* means residential uses located above or below retail, commercial or office uses which are located on a ground floor. The added building height, density, and diversity of uses encourages pedestrian activity and provides housing choices close to goods and services for neighborhood residents.

*Work/Live Units* (residential) means the residential use is accessory to the business or commercial use. Work/Live Units are permitted in the central business district (B-2) zoning districts and whose use is to encourage a business owner/operator to live in the same building. See Article III, Section 46-151 for additional information.

**SECTION TWO:** Article III, Section 46-84. B-2 Central Business District. is amended as follows:

- (a) *Intent.* The intent of this district is to provide a zone which will accommodate the broad range of retail shopping activities and service and office and multifamily residential uses such as apartments, lofts, or condominiums that are normally found in the core area of the city. The grouping is intended to strengthen the business level of the central business activity and provide for multifamily residential uses.
- (b) *Permitted uses.* Generally, commercial retail and services, offices, residential and similar uses are permitted. For a general listing of permitted and conditionally permitted uses, see Article IX of this Chapter. The permitted uses will be determined based on compatibility with other uses permitted in the district and with uses listed in Article IX of this Chapter.

**SECTION THREE:** Article III, Section 46-118. Use Table. *Residential Uses.* is amended as follows:

|                                 |             |          |        |
|---------------------------------|-------------|----------|--------|
| Apartment                       | Permitted   | R-3, B-2 | 46-121 |
| Ground Floor Dwelling Units     | Permitted   | B-2      | 46-148 |
| Non-Ground Floor Dwelling Units | Conditional | B-2, B-3 | 46-149 |
| Work/Live Residential Units     | Permitted   | B-2      | 46-151 |

**SECTION FOUR:** Article III, Section 46-121. Multifamily land uses. is amended as follows:

Multifamily land uses are allowed in the B-2 district provided they are located on or above the second floor of a commercial building (Non-Ground Floor Dwelling Units), located below ground level, meet the definition of Ground Floor Dwelling Units, or the definition of Work/Live Units. All other multifamily development shall be subject to the following design guidelines and standards:

**SECTION FIVE:** Article III, Section 46-148 is hereby adopted as follows:

**46-148. Ground Floor Dwelling Units.**

1. Ground Floor Dwellings shall be located in a Vertical Mixed-Use Structure on the ground level. Such Dwelling units shall not have direct internal access to a non-residential use within the structure. For Dwelling Units which are accessory to or have direct internal access to a non-residential use, see Work/Live unit.
2. Ground Floor Dwelling units shall be provided access from the rear of the building. Direct access shall not be provided from or through the front building façade, unless it is tied in to an existing doorway that is separate from the primary commercial access.
3. Ground Floor Dwellings units that are not Work/Live units and are provided access by a rear non-façade.

**SECTION SIX:** Article III, Section 46-149 is hereby adopted as follows:

**46-149. Non-Ground Floor Dwelling Units.**

1. Non-Ground Floor Dwellings shall be located in a Vertical Mixed-Use Structure, either above ground level or below ground level. Such dwelling units shall not have direct internal access to a non-residential use within the structure. For dwelling units which are accessory to or have direct internal access to a non-residential use, see Work/Live unit.
2. Non-Ground Floor Dwelling units are commonly considered to be apartments, lofts, or condominiums located above or below a non-residential use within the same structure. Non-Ground Floor Dwelling units are distinguished from Multi-Dwelling Units or Multi-Dwelling Structures, as defined in Section 46-151, on the basis that Multi-Dwelling Structures must contain at least three (3) dwelling units. Structures containing Non-Ground Floor Dwelling Units may contain more or less dwelling units based on density, dimensional and parking standards of the particular Zoning District in which they are proposed.
3. Maintain existing building facades as defined in the adopted Historic Downtown Design Guidelines.

**SECTION SEVEN:** Article III, Section 46-150 is hereby adopted as follows:

**46-150. Vertical Mixed-Use Multi-Dwelling Structure, Ground Floor, Non-Ground Floor Dwelling Units and Work/Live Units.**

1. A Vertical Mixed-Use Multi-Dwelling Structure, Ground Floor Dwelling Units, Non-Ground Floor Dwelling Units and Work/Live Units shall be permitted in the Central Business District (B-2) District, provided that the residential units are constructed as part of a Vertical Mixed-Use building when at least 50% of the ground floor is used as commercial space and the building retains the commercial façade based on the Historic Design Guidelines of the district.
2. A Vertical Mixed-Use Multi-Dwelling Structure, Non-Ground Floor Dwelling Units shall require a conditional use in the General Commercial (B-3) District provided that the residential units are not on the ground floor and the store front façade is commercially designed.

**SECTION EIGHT:** Article III, Section 46-151 is hereby adopted as follows:

**46-151. Work/Live Units.**

1. Work/Live Units are distinguished from Home Occupations in that in the case of Home Occupations, the business or commercial use is accessory to the residential use. In the case of Work/Live Units, the residential use is accessory to the business or commercial use. Work/Live Units are permitted in the central business district (B-2) zoning district to:
  - a. Provide for the appropriate development of units that incorporate both living and working spaces;
  - b. Encourage the development of new business by allowing a business owner/operator to live in the same building/location;
  - c. Provide opportunities for people to live in mixed-use areas;
  - d. Ensure that the exterior design of Work/Live buildings are compatible with the exterior design of commercial and residential buildings in the district/area; and
  - e. Maintain existing building facades as defined in the adopted Historic Downtown Guidelines.

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

**PASSED AND ADOPTED** by the Council of the City of Moberly, Missouri, this 8th day of September, 2020.

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

**ATTEST:**

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



Memorandum

To: Planning and Zoning Commission

From: Planning Staff

Subject: AGENDA ITEM NO. 4

Meeting: July 27, 2020

#4 Public Hearing to consider:

A Public Hearing for a request submitted by the City of Moberly for a text amendment to define the types of residential units in commercial districts and to clarify zoning regulations applicable to those definitions in commercial districts.

Comments:

The current City Codes were vague and needed clarity on residential practices in the B-2 district and mixed-use buildings. The amendment will better define, regulate and bring current practice into agreement with the City Codes. The second story of downtown buildings has often been used for residential living space and is a practice that has been allowed which this amendment clarifies and defines in a more accurate representation to stimulate the continued use of mixed-use buildings in the B-2 District.

The regulations are supportive of rehabilitating mixed-use buildings as well as stimulating growth and economy in the B-2 District. The amendment defines portions of a mixed-use building in alignment with the Building Codes as well as the future development and use of current buildings in the district. In addition to our downtown community, there are several other buildings in town that are already setup as a mixed-use building and additional text was inserted to support the continued use of these properties in a way to encourage maintenance and use of these buildings.

Text amendments when approved by Planning and Zoning Commission **will require the additional approval of the City Council.**

**City Staff Review:** Recommends approval of the presented code amendment.

Respectfully submitted by Aaron Decker

# City of Moberly City Council Agenda Summary

**Agenda Number:** #7.  
**Department:** Community Development  
**Date:** September 8, 2020

**Agenda Item:** An Ordinance Amending Section 26-3 By Including Additional Illustrative Examples Of Nuisances And Amending Section 46-3 By Including A Definition For Cannabis Facility And Amending Section 46-146 Pertaining To Medical Marijuana Dispensaries And Adopting Section 46-147 Pertaining To Cannabis Facilities.

**Summary:** At the July 27, 2020 meeting, Planning and Zoning Commission passed the text amendment that would regulate the process of application and review for any new cannabis facility that looks to locate within the city limits. This includes the review of a site plan and odor control as a component of that review for all sites (including existing structures). The City of Moberly is also recommending a text amendment to our nuisance codes that will help to enforce and regulate complaints that may arise in residential districts with regard to the odor control of use and operating a home grow facility for cannabis plants. These codes are similar to other communities and desirable due to the lack of regulation provided by the State Statutes. Staff report attached.

**Recommended**

**Action:** Approve this ordinance.

**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 checked="" type="checkbox"/> Proposed Ordinance | M__ S__ <b>Jeffrey</b>  | ___    | ___    |
| <input type="checkbox"/> Correspondence     | <input type="checkbox"/> Proposed Resolution           |                         |        |        |
| <input 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 |



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

**ORDINANCE NO:** \_\_\_\_\_

**AN ORDINANCE AMENDING SECTION 26-3 BY INCLUDING ADDITIONAL ILLUSTRATIVE EXAMPLES OF NUISANCES AND AMENDING SECTION 46-3 BY INCLUDING A DEFINITION FOR CANNABIS FACILITY AND AMENDING SECTION 46-146 PERTAINING TO MEDICAL MARIJUANA DISPENSARIES AND ADOPTING SECTION 46-147 PERTAINING TO CANNABIS FACILITIES.**

**WHEREAS**, a public hearing was held on July 27, 2020 before the City of Moberly, Missouri, Planning and Zoning Commission to consider an application filed by Moberly City Staff proposing text amendments to Section 26-3 and Section 46-3 and Section 46-146 and adopting a new Sections 46-147 pertaining to cannabis facilities; and

**WHEREAS**, the Planning and Zoning Commission recommended approval of the proposed zoning changes; and

**WHEREAS**, the Moberly City Council hereby adopts the recommendations of the Planning and Zoning Commission and enacts amendments to the city Zoning Code as follows.

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

**SECTION ONE:** Article I, Section 26-3. Illustrative Examples of Nuisances. is hereby amended as follows:

(17) The odor of or related to the growing, processing, or use of cannabis plants that can be detected by a person with a normal sense of smell outside the boundary of private property and or in the public way.

(18) Except for outdoor Medical Marijuana Use, the operations and all storage of materials, products, or equipment for all other Cannabis Plant Uses shall be within a fully enclosed building.

**SECTION TWO:** Article I, Section 46-3. Definitions. is hereby amended as follows:

*Cannabis Facility* means any facility utilized for the purpose of growing, processing, or selling of cannabis plants related to the use of CBD products, Medical Marijuana, and other uses of the plants. This includes both Commercial and Residentially licensed facilities through the State of Missouri Department of Health and Senior Services and the City of Moberly.

**SECTION THREE:** Article III, Section 46-146 is hereby amended to provide as follows:

**Sec. 46-146. Medical Marijuana Dispensary.** Medical marijuana dispensary facilities are to be no closer than 100 feet to a public park, church, school, or a licensed daycare facility unless the city council consents in writing to a lesser distance. Medical marijuana dispensary locations must take necessary precautions to limit the detection of odor related to the cannabis plants and products beyond the boundary of private property. No odors shall be detected within the public way by a person with a normal sense of smell.

**SECTION FOUR:** Article III, Section 46-147 is hereby adopted as follows:

**Sec. 46-147. Cannabis Facilities.** Cannabis facilities are permitted in the appropriate zones so long as the owner of property has obtained the necessary State Certification for Growing, Processing, or Sales of cannabis related products through the State of Missouri Department of Health and Senior Services.

- (1) *Onsite Usage Prohibited.* No marijuana may be smoked, ingested, or otherwise consumed on the premises of a Cannabis Facility unless it is the residence of the currently certified card holder through the State of Missouri Department of Health and Senior Services.
- (2) *Display of Licenses Required.* The medical marijuana license issued by the State of Missouri shall be displayed in an open and conspicuous place on the premises.
- (3) *Ventilation Required.* All Cannabis Facilities shall install and operate a ventilation system that will prevent any odor of marijuana from leaving the premises of the business and place of home cultivation. No odors shall be detectable by a person with a normal sense of smell outside the boundary of the parcel on which the facility or place of home cultivation is located.
- (4) *Site Plan Review Required.* A site plan shall be submitted for review and approval by the City of Moberly for all non-residential cannabis facilities. The site plan shall include a description of the ventilation system to be used to contain odors within the building. The site plan shall also show distances between the nearest school, childcare center, or church to the Cannabis Facility.

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

**PASSED AND ADOPTED** by the Council of the City of Moberly, Missouri, this 8th day of September, 2020.

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

**ATTEST:**

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

City of *Moberly!*

Memorandum

*To: Planning and Zoning Commission*

*From: Planning Staff*

*Subject: AGENDA ITEM NO. 6*

*Meeting: July 27, 2020*

**#6 Public Hearing to consider:**

A Public Hearing for a request submitted by the City of Moberly for a text amendment to define and clarify Medical Marijuana Dispensaries for regulating odor control.

**Comments:**

Current development of buildings is underway with regards to the state licensed Medical Marijuana Dispensaries. After visiting with the Department of Health and Senior Services, it was determined that Odor Control regulations were needed with respect to development of cannabis facilities.

There are very few specific regulations at the state level with regards to controlling odor in or around these facilities. The 2012 Building Codes currently adopted do not address this type of facility due to the lack of code development when these codes were first developed in 2010. After reviewing other communities with odor control regulations in states where Medical Marijuana has been legalized, the City of Moberly regulations were developed to safeguard our community and address nuisance odors in specific.

Text amendments when approved by Planning and Zoning Commission **will require the additional approval of the City Council.**

**City Staff Review:** Recommends approval of the presented code amendment.

Respectfully submitted by Aaron Decker

# City of Moberly City Council Agenda Summary

Agenda Number: #8.  
 Department: Community Development  
 Date: September 8, 2020

**Agenda Item:** An Ordinance Amending Section 46-3 And Section 46-118 And Adopting Section 46-152 Pertaining To Temporary Living Shelter Facilities.

**Summary:** At the July 27, 2020 meeting, Planning and Zoning Commission passed the text amendment with slight modifications to the proposed text after hearing from an interested group in the community that desires to start a warming shelter. The text amendment will cover both homeless shelters and warming shelters. Recommended text includes a conditional use for each site that is proposed to be used for temporary living shelters. The group interested in starting a warming shelter and the City of Moberly staff are in agreement that this is a valid set of regulations to begin with surrounding the temporary living shelters. Attached is the report from the P&Z meeting.

**Recommended**

**Action:** Approve this ordinance.

**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 checked="" type="checkbox"/> Proposed Ordinance | M__ S__ <b>Jeffrey</b>  | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Correspondence     | <input type="checkbox"/> Proposed Resolution           |                         |                          |                          |
| <input type="checkbox"/> Bid Tabulation     | <input type="checkbox"/> Attorney's Report             | <b>Council Member</b>   |                          |                          |
| <input type="checkbox"/> P/C Recommendation | <input type="checkbox"/> Petition                      | M__ S__ <b>Brubaker</b> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> P/C Minutes        | <input type="checkbox"/> Contract                      | M__ S__ <b>Kimmons</b>  | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Application        | <input type="checkbox"/> Budget Amendment              | M__ S__ <b>Davis</b>    | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Citizen            | <input type="checkbox"/> Legal Notice                  | M__ S__ <b>Kyser</b>    | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Consultant Report  | <input type="checkbox"/> Other _____                   |                         | Passed                   | Failed                   |

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

**ORDINANCE NO:** \_\_\_\_\_

**AN ORDINANCE AMENDING SECTION 46-3 AND SECTION 46-118 AND ADOPTING SECTION 46-152 PERTAINING TO TEMPORARY LIVING SHELTER FACILITIES.**

**WHEREAS**, a public hearing was held on July 27, 2020 before the City of Moberly, Missouri, Planning and Zoning Commission to consider an application filed by Moberly City Staff proposing text amendments to Section 46-3 and Section 46-118 and adopting a new Section 46-152 pertaining to Temporary Living Shelter Facilities; and

**WHEREAS**, the Planning and Zoning Commission recommended approval of the proposed zoning changes; and

**WHEREAS**, the Moberly City Council hereby adopts the recommendations of the Planning and Zoning Commission and enacts amendments to the city Zoning Code as follows.

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

**SECTION ONE:** Article I, Section 46-3. Definitions. is hereby amended as follows:

*Homeless Shelter* see Temporary Living Shelter.

*Temporary Living Shelter* means a building or facility that provides temporary, overnight housing for individuals that do not otherwise have a residence (home), or otherwise need those services.

*Warming Shelter* see Temporary Living Shelter.

**SECTION TWO:** Article III, Section 46-118. Use Table. Residential Uses. is hereby amended to provide as follows:

|   |             |          |        |
|---|-------------|----------|--------|
| Homeless Shelter (see Temporary Living Shelter) |             |          |        |
| Temporary Living Shelter Facility               | Conditional | B-3, M-1 | 46-152 |
| Warming Shelter (see Temporary Living Shelter)  |             |          |        |

**SECTION THREE:** Article III, Section 46-152 is hereby adopted as follows:

**Sec. 46-152. Temporary Living Shelter Facilities.**

Temporary Living Shelters include both Homeless Shelters and Warming Shelters and each

shall be subject to the following standards:

- (1) Temporary Living Shelters require a conditional use permit in accordance with the procedure of Article IX – Conditional Use Permits, Sec. 46 through 46-339 and the additional standards stated herein.
- (2) Warming Shelters are limited to operating (providing services) between November 1 and April 30 and may only be open for clients when the predicted local forecast temperature (including wind chill) would be at or below 32 degrees.
- (3) Homeless Shelters can be in operation year around, however clients are limited to a maximum stay of 30 days in any 6-month period.
- (4) Compliance with applicable federal, state and local uniform housing and building code requirements.
- (5) No Temporary Living Shelter shall be located within five hundred (500) feet of any other Temporary Living Shelter, or substance abuse treatment facility of Transitional Living Facility.
- (6) At least once, every year, the permit holder (operator) shall present a report to the City Council about operations and the Council shall review the conditional use permit for compliance with the original conditions of approval and use standards.
- (7) No more than 20 persons, including staff, shall receive temporary, overnight, accommodations in a shelter at any given time.
- (8) A minimum of 1 toilet per 10 beds shall be provided.
- (9) Staff shall be provided as required in the approved Management & Operational Plan provided for in subsection (15) below.
- (10) The shelter shall have available at all times first aid equipment and supplies for medical emergencies.
- (11) One staff person shall be on duty at all times who is trained in emergency first aid procedures.
- (12) One staff person shall be on duty at all times who is trained in non-violent crisis intervention techniques and referral procedures to relevant community resources.
- (13) All uses and activities conducted outdoors shall be included on the site plan and submitted in conjunction with the Management and Operational Plan.
- (14) All applicants and permit holders shall provide general liability, abuse and professional liability insurance coverage. Certificates of insurance must be provided to the city before conditional use permits or certificates of occupancy will be issued.

(15) The Applicant and permit holder shall create a **Management and Operational Plan** (the “Plan”) for submission with each application. The Plan shall become binding upon approval of the conditional use permit and the site design plan provided for herein. The Plan shall, at a minimum, address the following by either written narrative or depiction in drawings or plans:

- a. Narrative description of the nature and characteristics of the uses and description of all services provided.
- b. Days and hours of operation.
- c. The shelter shall have written policies for intake of clients and criteria for admitting clients to the shelter.
- d. Narrative shall establish methods to prevent possession and use of alcohol and illegal drugs at the facility premises.
- e. The shelter shall maintain an attendance list which includes, at least, the name, sex, age and length of stay of each client staying in the shelter.
- f. The shelter shall report child and spousal abuse and endangerment as required by law.
- g. Drawing of an interior floor plan depicting sleeping areas, common areas, emergency exits and bathrooms.
- h. The shelter shall provide rules of conduct for clients which shall include a prohibition on the possession or use of alcohol and illegal drugs while in or on shelter property.
- i. The shelter shall provide on-site security during all hours of operation.
- j. The shelter shall provide secure areas for personal property of clients.
- k. The shelter shall establish a maintenance plan for regular building and site maintenance including a schedule for removal of litter and trash.
- l. Communications plan that establishes a process for regularly communicating with neighbors and law enforcement.
- m. The shelter shall establish an emergency response plan for the facility.
- n. The shelter shall maintain a daily log of unusual or significant incidents.
- o. The shelter shall establish adequate staffing levels based on the number of clients and the nature of the facility and the special needs of clients.
- p. The shelter shall provide information about the experience and training of all shelter staff.

(16) Site Design Standards. A Temporary Living Shelter Facility site design shall incorporate design features that contribute to the livability and safety for clients, efficient use of space, ease of emergency access, and compatibility with nearby land uses. In furtherance of this purpose, the following design standards shall apply, to the extent practicable, to conditional use permits granted for temporary shelters:

- a. Building egress shall be clearly defined and visible from the public right-of-way or from an occupied area of the building such as administrative offices or staffed reception areas.
- b. Building egress, outdoor child and adult recreational areas and sidewalks shall be well-lit with pedestrian-scaled, low-glare lighting shielded downward.
- c. Outdoor child and adult recreational areas, if not clearly visible from the public right-of-way, shall be clearly visible from an occupied area of the building such as administrative offices or staffed reception areas.

d. Parking areas shall be located adjacent to the building and shall be clearly visible from an occupied area of the building, such as administrative offices or staffed reception areas.

e. The exterior of the building shall be designed to ensure that all outside areas surrounding the building are clearly visible either from the public right-of-way or through the use of design features such as windows or video surveillance.

f. Landscaping shall be designed or maintained to not obstruct the view of sidewalks, parking areas or outdoor child/adult recreational areas.

g. The design should contribute to minimize loitering in the vicinity of the shelter through careful site design, building design, or by providing site features or amenities on the property which attract guests to a specific location on the property.

(17) There shall be only one (1) Warming Shelter and one (1) Homeless Shelter in operation at any one time. Therefore, Applications for Temporary Living Shelter Facilities shall be granted on a first-come, first-serve basis.

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

**PASSED AND ADOPTED** by the Council of the City of Moberly, Missouri, this 8th day of September, 2020.

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

**ATTEST:**

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





Memorandum

To: Planning and Zoning Commission

From: Planning Staff

Subject: AGENDA ITEM NO. 3

Meeting: July 27, 2020

#3 Public Hearing to consider:

A Public Hearing for a request submitted by the City of Moberly for a text amendment to define and clarify zoning regulations for Temporary Living Shelters in the B-3 and M-1 districts.

Comments:

The current City Codes are limited in regulation on the operation of Temporary Living Shelters and due to recent interest and safeguards for the community, it was desirable to implement and clarify regulations with respect to Temporary Living Shelters. The amendment to the current City Codes will better define what is a Temporary Living Shelter, components of a business plan that shall be in place, when and how long they can operate, as well as aligning the zoning requirements with other special use groups in the community.

The proposed regulations are in alignment with other communities that currently have operating temporary living shelters in a successful way. They define elements of the structure and operating plan that are not specifically defined and classified in the Building Codes and have been kept in alignment to other similar facilities that are defined in the Building Codes. Safeguards to require appropriate training and education of staffing members are desired to maintain a safe and effective facility for the patrons and the surrounding community.

The regulations are supportive of encouraging a safe, equal, and code compliant set of regulations with respect to Temporary Living Shelters.

Text amendments when approved by Planning and Zoning Commission will require the additional approval of the City Council.

City Staff Review: Recommends approval of the presented code amendment.

Respectfully submitted by Aaron Decker

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #9.  
 Department: Police  
 Date: September 8, 2020

**Agenda Item:** An Ordinance Establishing The Speed Limit For Shepherd Brothers Boulevard

**Summary:**

The current speed limit of Shepherd Brothers Blvd between Morley and Gratz Brown and Morley and S Williams is 25 mph. With the completion of the sidewalk project along all of Shepherd Brothers Blvd, providing a safe place for pedestrians to walk, the speed limit can be raised to be congruous with the adjoining roadways of S Williams (35 MPH) and Gratz Brown (30 MPH).

**Recommended Action** Approve this ordinance

**Fund Name:** N/A

**Account Number:** 0.00

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

| ATTACHMENTS:           |                             | Roll Call                 | Aye    | Nay    |
|------------------------|-----------------------------|---------------------------|--------|--------|
| ___ Memo               | ___ Council Minutes         | <b>Mayor</b>              |        |        |
| ___ Staff Report       | <u>x</u> Proposed Ordinance | M___ S___ <b>Jeffrey</b>  | ___    | ___    |
| ___ Correspondence     | ___ 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            |                           | Passed | Failed |
| ___ Consultant Report  | ___ Other _____             |                           |        |        |

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

**ORDINANCE NO:** \_\_\_\_\_

**AN ORDINANCE ESTABLISHING THE SPEED LIMIT FOR SHEPHERD BROTHERS BOULEVARD.**

**Whereas**, Section 304.120 RSMo., provides that municipalities may, by ordinance, establish speed regulations within the limits of the municipality; and

**Whereas**, Section 40-276 of the Moberly City Code provides that the rate of speed for motor vehicles in the city is 25 miles per hour unless otherwise provided; and

**Whereas**, based upon staff evaluation, the completion of sidewalks and pavement conditions a speed limit of 30 miles per hour on Shepherd Brothers Boulevard is appropriate.

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

**SECTION ONE:** Pursuant to Section 40-276 of the Moberly City Code the maximum speed limit on all of Shepherd Brothers Boulevard is set at 30 mph.

**SECTION TWO:** The table of speed limits provided in Section 40-276 of the City Code is hereby amended to so provide.

**SECTION THREE:** This ordinance shall take immediate effect upon passage by the city council.

**PASSED AND ADOPTED** by the Council of the City of Moberly, Missouri, this 8<sup>TH</sup> day of September, 2020.

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

**ATTEST:**

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

# City of Moberly City Council Agenda Summary

**Agenda Number:** #10.  
**Department:** Community Development  
**Date:** September 8, 2020

**Agenda Item:** A Resolution Accepting A Quit Claim Deed From Thomas Jordan And Rayma Jordan For Real Estate Located At 705 Garfield.

**Summary:** A quit claim deed for 705 Garfield Ave. with Thomas and Rayma Jordan giving the property to the City of Moberly the structure is condemned. Attached are the quit claim deed, an O&E report showing the property is clear of any liens or mortgages.

Staff recommends approval of this.

**Recommended**

**Action:** Approve this resolution.

**Fund Name:** N/A

**Account Number:** N/A

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

| ATTACHMENTS:                                |   | Roll Call               | Aye    | Nay    |
|---|---|-------------------------|--------|--------|
| <input type="checkbox"/> Memo               | <input type="checkbox"/> Council Minutes                | <b>Mayor</b>            |        |        |
| <input type="checkbox"/> Staff Report       | <input type="checkbox"/> Proposed Ordinance             | M__ S__ <b>Jeffrey</b>  | ___    | ___    |
| <input type="checkbox"/> Correspondence     | <input checked="" 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                   |                         | Passed | Failed |
| <input type="checkbox"/> Consultant Report  | <input type="checkbox"/> Other _____                    |                         |        |        |

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

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

**A RESOLUTION ACCEPTING A QUIT CLAIM DEED FROM THOMAS JORDAN AND RAYMA JORDAN FOR REAL ESTATE LOCATED AT 705 GARFIELD.**

**WHEREAS**, Thomas and Rayma Jordan own Lot 20, Block 9 of Miller’s Park Addition to Moberly, Missouri; and

**WHEREAS**, the structure located on said property has been condemned by the city is no longer habitable and Mr. and Mrs. Jordan have agreed to convey the property to the city; and

**WHEREAS**, attached hereto is a proposed Quit Claim Deed conveying the property to the city.

**NOW, THEREFORE**, the Moberly, Missouri, City Council authorizes the City Manager to accept a Quit Claim Deed from Thomas Jordan and Rayma Jordan for Lot 20, Block 9 of Miller’s Park Addition to Moberly on behalf of the city.

**RESOLVED** this 8<sup>th</sup> day of September, 2020, by the Council of the City of Moberly, Missouri.

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

ATTEST:

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

## QUIT-CLAIM DEED

*THIS INDENTURE*, made on the \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between

**THOMAS JORDAN AND RAYMA JORDAN, husband and wife, GRANTORS**  
party of the first part and

**CITY OF MOBERLY, MISSOURI, A Municipal Corporation, GRANTEE**  
101 West Reed Street, Moberly, Missouri 65270  
County of Randolph, State of Missouri, party of the second part

*WITNESSETH*, that the said party or parties of the first part, for and in consideration of the sum of **ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS**, paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, do or does by these presents, **GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM** unto the said party or parties of the second part, the following described Real Estate situated in the County of Randolph, and State of Missouri.

*All of Lot 20, Block 9 of Miller’s Park Addition to Moberly, Missouri*

**TO HAVE AND TO HOLD THE SAME**, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said party of the second part unto its heirs and assigns forever,

so that neither the said parties of the first part nor their heirs nor any other person or persons, for them or in their names or behalf, shall or will hereinafter claim or demand any right or title to the 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 parties of the first part have hereunto set their hands and seal the day and year above written.

**THOMAS JORDAN, GRANTOR**

**RAYMA JORDAN, GRANTOR**

\_\_\_\_\_  
**Thomas Jordan**

\_\_\_\_\_  
**Rayma Jordan**

**STATE OF MISSOURI** )  
 ) **SS.**  
**COUNTY OF RANDOLPH** )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a notary in the said County, personally appeared **Thomas Jordan and Rayma Jordan**, personally known to me who declared themselves to be a married couple and declared that said instrument was signed by them, and acknowledged said instrument to be their free act and deed.

**WITNESS** my hand and Notarial Seal subscribed and affixed in said COUNTY AND STATE above written.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**TOWN & COUNTRY ABSTRACT CO., INC.**

541 West Coates Suite 101

Moberly, Missouri 65270

Phone 660-263-0425 Fax 660-263-1226

Email brad@townandcountryabstract.com

April 7, 2020

Ms. Carla Beal  
City of Moberly  
101 W. Reed Street  
Moberly, MO 65270

Dear Carla,

As you requested, we searched the records of Randolph County, Missouri, pertaining to: **All of Lot 20, Block 9 of Miller's Park Addition to Moberly, Missouri.** Our search covered the period June 19, 2006, through March 30, 2020, and disclosed the following:

**TITLE:** Title was vested in **Thomas Jordan and Rayma Jordan, husband and wife**, by Warranty Deed dated April 19, 2008, and recorded April 29, 2008, in Book 692 at Page 629.

**MORTGAGES:** None of record.

**MECHANICS' LIENS:** None of record.

**JUDGMENTS:** In the Circuit Court of Randolph County, Missouri, Transcript Judgment #18RA-CV01452 filed March 2, 2019, against Rayma Suzette Jordan and Thomas Jordan and in favor of Moberly Hospital Co. dba MRMC in the amount of \$5,922.37 plus interest.

**TAX LIENS:** None of record against Thomas Jordan or Rayma Jordan.

**REQUESTS FOR NOTICE OF SALE:** None of record.

**SPECIAL ASSESSMENTS:** None of record.

**OTHER:** Current water bill due 4/17/2020 in the amount of \$112.49 on this property as of 4/7/2020.

**TAXES:** Taxes were paid for the year 2016 and prior.

**The 2017, 2018 and 2019 taxes are DELINQUENT.**

Parcel #10-1.0-01.0-4.0-003-087.000 (2019 original tax amount \$144.34)



Liability for this Ownership & Encumbrance Report is limited to the price paid the Company for this Report and that maximum liability is limited to the customer who placed the order with us.

Very truly yours,



Brad Goessling

# City of Moberly City Council Agenda Summary

Agenda Number: #11.  
 Department: Community Development  
 Date: September 8, 2020

**Agenda Item:** A Resolution Accepting The Bid And Authorizing Contracting With J. T. Holman General Construction And Excavating, LLC For Demolition Of 23 Residential Structures Under The Community Development Block Grant Program.

**Summary:** We bid in the newspaper and opened them September 2, 2020. We only received one bid from JT Holman Construction. Attached please find the advertisement, bid opening sheet and the bid.

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

**Recommended**

**Action:** Approve this resolution.

**Fund Name:** Structure Demolition and Debris

**Account Number:** 100.005.5418

**Available Budget \$:** 138,789.77

| 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"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Correspondence     | <input checked="" type="checkbox"/> Proposed Resolution |                         |                          |                          |
| <input 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"/> | <input type="checkbox"/> |
| <input type="checkbox"/> P/C Minutes        | <input type="checkbox"/> Contract                       | M__ S__ <b>Kimmons</b>  | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Application        | <input type="checkbox"/> Budget Amendment               | M__ S__ <b>Davis</b>    | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Citizen            | <input type="checkbox"/> Legal Notice                   | M__ S__ <b>Kyser</b>    | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Consultant Report  | <input type="checkbox"/> Other _____                    |                         | Passed                   | Failed                   |

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

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

**A RESOLUTION ACCEPTING THE BID AND AUTHORIZING CONTRACTING WITH J. T. HOLMAN GENERAL CONSTRUCTION AND EXCAVATING, LLC FOR DEMOLITION OF 23 RESIDENTIAL STRUCTURES UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.**

**WHEREAS**, an advertisement for bids was published for two consecutive weeks for the demolition of twenty-three (23) residential structures as part of the Community Development Block Grant demolition program; and

**WHEREAS**, the bid opening took place on September 2, 2020 with one bid in the amount of \$121,700.00 submitted by J. T. Holman General Construction and Excavating, LLC (“Holman”); and

**WHEREAS**, the Holman bid was in proper form and city staff recommends acceptance of the bid.

**NOW, THEREFORE**, the Moberly, Missouri, City Council accepts the bid of Holman and authorizes the City Manager to execute a demolition contract for the 23 residential structures identified in the bid upon the terms and conditions of the bid advertisement and the grant program.

**RESOLVED** this 8th day of September, 2020, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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

## ADVERTISEMENT FOR BIDS

The City of Moberly, Missouri was awarded a Community Development Block Grant from the Missouri Department of Economic Development. The funds will be utilized to demolish vacant, dilapidated residential structures throughout the City of Moberly. **The City of Moberly will be accepting bids for approximately twenty-three (23) residential structures to be demolished.**

Sealed bids will be received by City Clerk, D.K. Galloway, at the City of Moberly, 101 W. Reed St., Moberly, MO 65270 until 10:00 A.M. Wednesday, September 2, 2020. The bids will then be publicly opened at said office and read aloud immediately following, on the same day. Bid packets must be labeled as follows: ***Moberly Residential Demolition***. Any bids received after the 10:00 A.M. deadline will be considered ineligible. **NO FAXED BIDS WILL BE ACCEPTED.**

A Mandatory Pre-Bid Meeting will be held on Wednesday, August 26, 2020 at 8:00 A.M. at the City Hall located at 101 W. Reed St., Moberly, MO 65270. A walk-thru of the project sites will be conducted. Only bids received from a contractor attending this walk-thru will be accepted. Contractors will receive bid documents the day of the walk-through.

All bids **must** have a bid guarantee equivalent to 5% of the bid amount. This can be secured by a bid bond or certified check and **must** be included with the bid. Other bonding requirements may be required from the contractor after bid is awarded.

The bid also must include the bidders OSHA 10 hour safety certification.

The City reserves the right to waive any informalities or to reject any or all bids.

Prevailing Wage does not apply for this project.

The City of Moberly is an Equal Opportunity Employer and invites the submission of bids from minority and women-owned firms. For questions please contact Samantha Diffenderfer, Mark Twain Regional Council of Governments at (573) 565-2203.

### **PUBLISH TWO TIMES IN THE FOLLOWING:**

**WEDNESDAY, AUGUST 12, 2020 EDITION  
WEDNESDAY, AUGUST 19, 2020 EDITION**

### **AN AFFIDAVIT IS REQUIRED UPON COMPLETION**

# Residential Demolition - 23 Structures

#11.

## CITY OF MOBERLY

### "BID OPENING"

Date: 9-2-2020 10:00 AM.

JT Helman

\$ 121,700.<sup>00</sup>

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

# Residential Demolition - 23 Structures

## CITY OF MOBERLY

### "BID OPENING"

Date: 9-2-2020 10:00am Sign-In Sheet

Name

Company

Shannon Hance

City of Moberly, MO

Carol Beal

City of Moberly

Contractor Name: JT Holman Construction, LLC

| Address            | Bid Amount for Demolition<br>(including asbestos abatement) |
|--------------------|---|
| 645 Farror St.     | 5,000.00  |
| 407 Jefferson Ave. | 3,500.00  |
| 410 Morehead St.   | 4,500.00  |
| 411 Morehead St    | 4,000.00  |
| 224 Walnut St.     | 5,000.00  |
| 524 E Logan St.    | 1,000.00  |
| 402 E Rollins St.  | 6,000.00  |
| 320 Halleck St.    | 4,000.00  |
| 728 Benson St.     | 7,500.00  |
| 319 S Clark St.    | 7,000.00  |
| 618 W Rollins St.  | 1,000.00  |
| 102 Wicker St.     | 7,000.00  |
| 1002 Buchanan      | 4,000.00  |
| 1032 Buchanan St.  | 4,000.00  |
| 825 Concannon St.  | 3,000.00  |
| 1010 Concannon St. | 3,500.00  |
| 1029 Concannon St. | 5,500.00  |
| 1209 Concannon     | 6,000.00  |
| 314 Dorser St.     | 7,000.00  |
| 1400 Quinn St.     | 6,200.00  |
| 616 W Coates St.   | 5,000.00  |
| 1206 W Hwy 24      | 4,000.00  |
| 938 West End Pl.   | 6,000.00  |

Total Bid Amount: \$ 121,700.00

\*\*Total Bid Amount must equal the sum of all individual bid amounts

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

**CONTRACTOR:**  
*(Name, legal status and address)*

J.T. Holman General Construction & Excavating, LLC  
2016 Jims Road  
Macon, MO 63552

**SURETY:**  
*(Name, legal status and principal place of business)*

Merchants National Bonding, Inc.  
P.O. Box 14498  
Des Moines, IA 50306-3498

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**OWNER:**  
*(Name, legal status and address)*

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** \$ Five Percent (5%) of the Total Amount Bid

**PROJECT:**  
*(Name, location or address, and Project number, if any)*

Moberly Residential Demolition, Moberly, MO

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

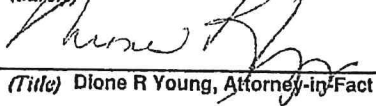
Signed and sealed this 1st day of September 2020

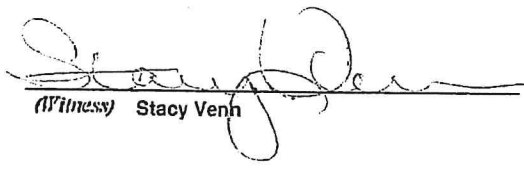
  
*(Witness)*

J.T. Holman General Construction & Excavating, LLC  
*(Principal)* 

  
*(Title)*

Merchants National Bonding, Inc.  
*(Surety)*

  
*(Title)* Dione R Young, Attorney-in-Fact

  
*(Witness)* Stacy Venn





# MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

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

Dione R Young

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

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

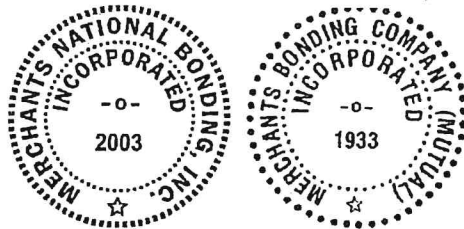
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings,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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of March, 2020.

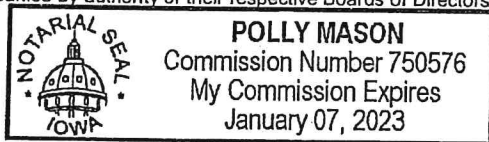


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 5th day of March, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



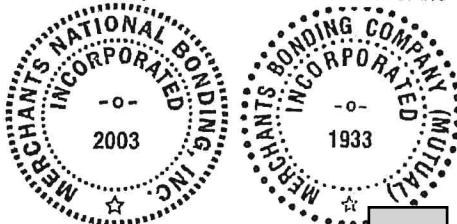
*Polly Mason*

Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of September, 2020.



*William Warner Jr.*  
Secretary



Company ID Number: 175717

Client Company ID Number: 813902

**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the J.T. Holman General Contractor, LLC.(Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the



Company ID Number: 175717

Client Company ID Number: 813902

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

|   |                           |
|---|---------------------------|
| <b>Employer:</b><br>J.T. Holman General Contractor, LLC           |                           |
| <b>Name (Please Type or Print)</b><br>James T. Holman             | <b>Title</b><br>Owner     |
| <b>Signature</b><br><i>[Handwritten Signature]</i>                | <b>Date</b><br>09/15/2014 |
| <b>E-Verify Employer Agent</b><br>Moresource, Inc.                |                           |
| <b>Name (Please Type or Print)</b><br>Sheila D. Johnson           | <b>Title</b>              |
| <b>Signature</b><br>Electronically Signed                         | <b>Date</b><br>09/15/2014 |
| <b>Department of Homeland Security – Verification Division</b>    |                           |
| <b>Name (Please Type or Print)</b><br>USCIS Verification Division | <b>Title</b>              |
| <b>Signature</b><br>Electronically Signed                         | <b>Date</b><br>09/15/2014 |



Company ID Number: 175717

Client Company ID Number: 813902

| Information Required for the E-Verify Program       |                                     |
|---|-------------------------------------|
| Information relating to your Company:               |                                     |
| Company Name  | J.T. Holman General Contractor, LLC |
| Company Facility Address                            | 2016 Jims Road<br>Macon, MO 63552   |
| Company Alternate Address                           | P. O. Box 591<br>Macon, MO 63352    |
| County or Parish                                    | MACON                               |
| Employer Identification Number                      | 141901499                           |
| North American Industry Classification Systems Code | 238                                 |
| Parent Company                                      |                                     |
| Number of Employees                                 | 20 to 99                            |
| Number of Sites Verified for                        | 1                                   |

OSHA

002223232



U.S. Department of Labor  
Occupational Safety and Health Administration

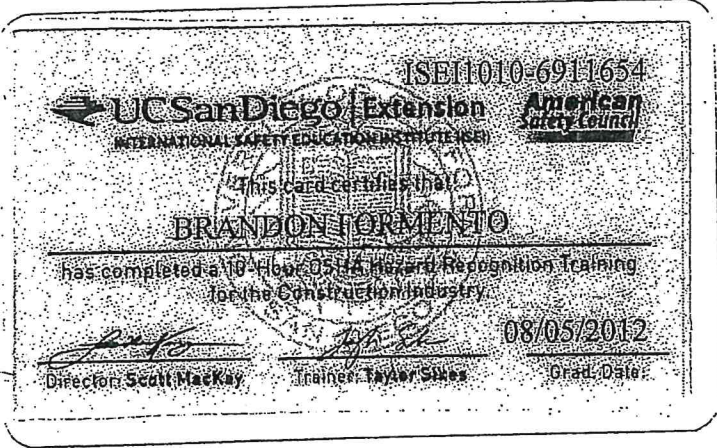
*JAMES TALTON HOLMAN*

has successfully completed a 10-hour Occupational Safety and Health  
Training Course in

Construction Safety & Health

*John Rippey*  
(Trainer)

*4-6-09*  
(Date)



# City of Moberly City Council Agenda Summary

Agenda Number: #12.  
 Department: Park & Recreation  
 Date: September 8, 2020

**Agenda Item:** A Resolution Accepting The Bid Of Biddle Professional Services For Infield Dirt Mix

**Summary:** Advertisement was made in the newspaper and on Facebook and the attached bids were received.

The infield mix (sand/clay) will allow us to renovate these fields, cut the crowns around the infield before bringing in topsoil and seed, and then laser grade the infields for proper drainage. By renovating these practice fields (Meinert, Patrick, Groeber, Fox), they will be better quality, lower maintenance, and have fewer weather closures. We had received bids two years ago for dirt and approved them, but the supplier was bought out and ceased making/selling the line of dirt we had been purchasing for a few years.

Staff recommends approval of the low bid (\$28,050) from Biddle Professional Services.

**Recommended**

**Action:** Approve this Resolution

**Fund Name:** Athletic Complex Land Maintenance

**Account Number:** 115.048.5305

**Available Budget \$:** \$55,000

| 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 checked="" 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 |

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

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

**A RESOLUTION ACCEPTING THE BID OF BIDDLE PROFESSIONAL SERVICES FOR INFIELD DIRT MIX.**

**WHEREAS**, city staff sought bids by newspaper and Facebook for baseball/softball infield dirt mix with an industry standard of sand to silt/clay ratio for 400 ton of mix, delivered; and

**WHEREAS**, three (3) bids were received with the bid from Biddle Professional Services (“Biddle”) being the lowest responsible bid; and

**WHEREAS**, Biddle submitted a bid in the amount of \$28,050.00 which staff recommends be accepted.

**THEREFORE**, the Moberly, Missouri, City Council accepts the bid of Biddle in the amount of \$28,050.00 and directs city staff to purchase 400 ton of infield dirt, delivered.

**RESOLVED** this 8th day of September, 2020, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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



# Order

## Biddle Professional Services

Matt & Drew Biddle  
6606 Winding Way  
Jefferson City MO 65109  
573-617962

|         |             |
|---------|-------------|
| Date    | Estimate No |
| 7/21/20 | 145         |

| Name / Address  |
|---|
| Moberly Parks & Rec.<br>Jacob Bunten<br>200 N. Clark St.<br>Moberly, MO 65270 |

### PO Number

| Description   | QTY          | Rate        | Amount               |
|---|--------------|-------------|----------------------|
| MLB Infield Mix<br>24 tons per load. Approx. 17 cu. Yards of material per load.<br>Price includes shipping                    | 17           | \$ 1,650.00 | \$ 28,050.00         |
| Shipping Address: Rothwell Park<br>304 Rothwell Park Rd.<br>Moberly, MO 65270<br>Contact person is Jacob Bunten, 660-998-2140 |              |             | \$ -<br>\$ -<br>\$ - |
| Thank you for your business!<br>Matt Biddle   | <b>Total</b> |             | <b>\$ 28,050.00</b>  |

# City of Moberly City Council Agenda Summary

Agenda Number: #13.

Department: Administration

Date: September 8, 2020

**Agenda Item:** A Resolution Amending Resolution R-953 And Approving A Lease Agreement With The Randolph County Democrats For Property Located At 220 West Reed Street And Authorizing The City Manager To Execute Said Lease.

**Summary:** Randolph County Democrats have requested the use of 220 W. Reed for their 2020 campaign headquarters. They have amended the lease timeframe to begin October 1, 2020 through November 5, 2020. The lease agreement presented sets forth the rights and liabilities of the participating parties. Randolph County Democrat Club is agreeable to paying a total sum of \$700.

**Recommended**

**Action:** Approve this resolution

**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 type="checkbox"/> Correspondence     | <input checked="" 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                   |                         | Passed | Failed |
| <input type="checkbox"/> Consultant Report  | <input type="checkbox"/> Other _____                    |                         |        |        |

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

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

**A RESOLUTION AMENDING RESOLUTION R-953 AND APPROVING A LEASE AGREEMENT WITH THE RANDOLPH COUNTY DEMOCRATS FOR PROPERTY LOCATED AT 220 WEST REED STREET AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID LEASE.**

**WHEREAS**, this council adopted Resolution R-953 on August 3, 2020 approving a lease agreement with the Randolph County Democrats (Lessee) for property at 220 West Reed; and

**WHEREAS**, the Lessee wishes to change the term and rental amount stated in the approved lease as stated in the attached lease agreement; and

**WHEREAS**, the new lease agreement is for a term beginning on October 1, 2020 and ending November 5, 2020 for a total sum of \$700.00.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby amends Resolution R-953 by approving the attached lease with the Randolph County Democrats and hereby authorizes the City Manager to execute said lease on behalf of the City.

**RESOLVED** this 8th day of September, 2020, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_  
Department: City Clerk  
Date: September 8, 2020

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

**Summary:** Appropriation Resolution.

**Recommended**

**Action:** Please approve this Resolution.

**Fund Name:** N/A

**Account Number:** N/A

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

| ATTACHMENTS:           |                              | 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 |                           |        |        |
| ___ Bid Tabulation     | ___ Attorney's Report        | <b>Council Member</b>     |        |        |
| ___ P/C Recommendation | ___ Petition                 | M___ S___ <b>Brubaker</b> | ___    | ___    |
| ___ P/C Minutes        | ___ Contract                 | M___ S___ <b>Kimmons</b>  | ___    | ___    |
| ___ Application        | ___ Budget Amendment         | M___ S___ <b>Davis</b>    | ___    | ___    |
| ___ Citizen            | ___ Legal Notice             | M___ S___ <b>Kyser</b>    | ___    | ___    |
| ___ Consultant Report  | ___ Other _____              |                           | Passed | Failed |

BILL NO. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$489,002.61.**

**WHEREAS**, the funds are to be disbursed as follows;

- SECTION 1: There is hereby appropriated out of the **General Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 8, 2020 in the amount of **\$108,462.88.**
- SECTION 2: There is hereby appropriated out of the **Non-Resident Lodging Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 8, 2020 in the amount of **\$185.00.**
- SECTION 3: There is hereby appropriated out of the **Payroll Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 8, 2020 in the amount of **\$43,000.39.**
- SECTION 4: There is hereby appropriated out of the **Solid Waste Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 8, 2020 in the amount of **\$199.09.**
- SECTION 5: There is hereby appropriated out of the **Heritage Hills Golf Course Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 8, 2020 in the amount of **\$51,309.16.**
- SECTION 6: There is hereby appropriated out of the **Parks and Recreation Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 8, 2020 in the amount of **\$45,886.37.**
- SECTION 7: There is hereby appropriated out of the **Airport Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 8, 2020 in the amount of **\$1,411.43.**
- SECTION 8: There is hereby appropriated out of the **Utilities Collection Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 8, 2020 in the amount of **\$3,899.93.**
- SECTION 9: There is hereby appropriated out of the **Utilities OP & Maintenance Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 8, 2020 in the amount of **\$79,265.47.**
- SECTION 10: There is hereby appropriated out of the **Utilities OP Reserve Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 8, 2020 in the amount of **\$9,818.50.**
- SECTION 11: There is hereby appropriated out of the **2004B SRF Bonds Debt. Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 8, 2020 in the amount of **\$37,900.15.**
- SECTION 12: There is hereby appropriated out of the **2006A SRF Bonds Debt. Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 8, 2020 in the amount of **\$27,495.96.**
- SECTION 13: There is hereby appropriated out of the **2004C Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 8, 2020 in the amount of **\$26,187.97.**
- SECTION 14: There is hereby appropriated out of the **2008A Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 8, 2020 in the amount of **\$38,349.64.**
- SECTION 15: There is hereby appropriated out of the **Emergency Telephone Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 8, 2020 in the amount of **\$8,125.96.**
- SECTION 16: There is hereby appropriated out of the **Transportation Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 8, 2020 in the amount of **\$1,039.41.**
- SECTION 17: There is hereby appropriated out of the **Street Improvement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 8, 2020 in the amount of **\$5,690.30.**
- SECTION 18: There is hereby appropriated out of the **Downtown CID Property Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 8, 2020 in the amount of **\$775.00.**

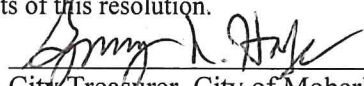
**NOW, THEREFORE**, the Moberly City Council authorizes these expenditures.  
**RESOLVED** this 8th day of September 2020 by the Council of the City of Moberly, Missouri.

ATTEST:

\_\_\_\_\_  
Presiding Officer

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

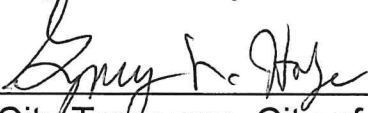
I hereby certify that there is sufficient money standing to the credit of the City of Moberly, Missouri, unappropriated in the several funds covered by this resolution to meet the requirements of this resolution.

  
\_\_\_\_\_  
City Treasurer, City of Moberly, Missouri

**EXPENSES PAID AUG 14 ,2020 - SEPT 3, 2020 FOR THE  
FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE  
SEPTEMBER 8, 2020 APPROPRIATION RESOLUTION TOTAL.**

|                                   |           |                   |
|-----------------------------------|-----------|-------------------|
| General Fund                      | \$        | 108,462.88        |
| Non-Resident Lodging Tax Fund     | \$        | 185.00            |
| Payroll Fund                      | \$        | 43,000.39         |
| Solid Waste Fund                  | \$        | 199.09            |
| Heritage Hills Golf Course Fund   | \$        | 51,309.16         |
| Parks and Recreation Fund         | \$        | 45,886.37         |
| Airport Fund                      | \$        | 1,411.43          |
| Utilities Collection Fund         | \$        | 3,899.93          |
| Utilities OP & Maintenance Fund   | \$        | 79,265.47         |
| Utilities OP Reserve Fund         | \$        | 9,818.50          |
| 2004B SRF Bonds Debt Service Fund | \$        | 37,900.15         |
| 2006A SRF Bonds Debt Service Fund | \$        | 27,495.96         |
| 2004C Bonds Debt Service Fund     | \$        | 26,187.97         |
| 2008A Bonds Debt Service Fund     | \$        | 38,349.64         |
| Emergency Telephone Fund          | \$        | 8,125.96          |
| Transportation Trust Fund         | \$        | 1,039.41          |
| Street Improvement Fund           | \$        | 5,690.30          |
| Downtown CID Prop. Tax Fund       | \$        | 775.00            |
| <b>Total</b>                      | <b>\$</b> | <b>489,002.61</b> |

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

  
\_\_\_\_\_  
City Treasurer, City of Moberly, Missouri

9/3/2020  
\_\_\_\_\_  
Date

#14.

| BANK#            | BANK NAME | CHECK#    | DATE | ACCOUNT# | NAME                           | CHECK AMOUNT | CLEARED | MANUAL | VOID | REASON FOR VOID |
|------------------|-----------|-----------|------|----------|--------------------------------|--------------|---------|--------|------|-----------------|
| 24 DISBURSEMENTS |           |           |      |          |                                |              |         |        |      |                 |
| 84308            |           | 8/21/2020 |      | 17       | AT&T 5001                      | 1,479.89     |         |        |      |                 |
| 84309            |           | 8/21/2020 |      | 2975     | BRENTAG MID SOUTH INC          | 3,538.31     |         |        |      |                 |
| 84310            |           | 8/21/2020 |      | 6184     | CHEF JEFF'S CLEANING SERVICE   | 100.00       |         |        |      |                 |
| 84311            |           | 8/21/2020 |      | 653      | COE EQUIPMENT                  | 283.28       |         |        |      |                 |
| 84312            |           | 8/21/2020 |      | 5912     | HERITAGE HILLS/GREAT LIFE      | 40,183.65    |         |        |      |                 |
| 84313            |           | 8/21/2020 |      | 1849     | SPRINT                         | .00          |         |        |      | VOID:           |
| 84314            |           | 8/21/2020 |      | 1849     | SPRINT                         | 1,557.99     |         |        |      |                 |
| 84315            |           | 8/24/2020 |      | 2880     | RANDOLPH COUNTY COLLECTOR      | 643.64       |         |        |      |                 |
| 84316            |           | 8/25/2020 |      | 5366     | RUTH D KEENY                   | 5,000.00     |         |        |      |                 |
| 84317            |           | 8/25/2020 |      | 2880     | RANDOLPH COUNTY COLLECTOR      | 84.00        |         |        |      |                 |
| * 84318          | Thru      | 84326     |      |          |                                |              |         |        |      |                 |
| 84327            |           | 8/28/2020 |      | 2924     | CIVICPLUS                      | 5,439.12     |         |        |      |                 |
| 84328            |           | 8/28/2020 |      | 5639     | SOCKET                         | 438.06       |         |        |      |                 |
| 84329            |           | 8/28/2020 |      | 2223     | US CELLULAR                    | 373.76       |         |        |      |                 |
| 84330            |           | 8/28/2020 |      | 2643     | UNITED WAY                     | 1,300.77     |         |        |      |                 |
| 84331            |           | 8/28/2020 |      | 2646     | VALIC                          | 992.00       |         |        |      |                 |
| 84332            |           | 9/03/2020 |      | 2903     | ABAN PEST CONTROL INC          | 215.00       |         |        |      |                 |
| 84333            |           | 9/03/2020 |      | 4693     | ADVANCED TURF SOLUTIONS        | 2,165.68     |         |        |      |                 |
| 84334            |           | 9/03/2020 |      | 5933     | ALBERTS SHOE REPAIR            | 28.00        |         |        |      |                 |
| 84335            |           | 9/03/2020 |      | 6199     | ALLEY MEREDITH                 | 20.00        |         |        |      |                 |
| 84336            |           | 9/03/2020 |      | 5062     | ALM ENVIRONMENTAL SERVICES CON | 806.00       |         |        |      |                 |
| 84337            |           | 9/03/2020 |      | 1        | ALTORFER INC                   | 228.23       |         |        |      |                 |
| 84338            |           | 9/03/2020 |      | 6120     | AMAZON CAPITAL SERVICES        | 1,779.97     |         |        |      |                 |
| 84339            |           | 9/03/2020 |      | 6        | AMEREN MISSOURI                | 14.96        |         |        |      |                 |
| 84340            |           | 9/03/2020 |      | 1825     | APOLLO PORTA POTTIES           | 600.00       |         |        |      |                 |
| 84341            |           | 9/03/2020 |      | 1713     | APOSTOLIC PENTECOSTAL CHURCH   | 150.00       |         |        |      |                 |
| 84342            |           | 9/03/2020 |      | 790      | ARISTA INFORMATION SYSTEMS INC | 2,814.94     |         |        |      |                 |
| 84343            |           | 9/03/2020 |      | 19       | ARLAN COMPANY INC              | 5,089.00     |         |        |      |                 |
| 84344            |           | 9/03/2020 |      | 30       | ARTDEP+BENTON                  | 169.00       |         |        |      |                 |
| 84345            |           | 9/03/2020 |      | 17       | AT&T 5001                      | 6,002.97     |         |        |      |                 |
| 84346            |           | 9/03/2020 |      | 4504     | AT&T 5011                      | 643.10       |         |        |      |                 |
| 84347            |           | 9/03/2020 |      | 3808     | ATCO INTERNATIONAL             | 430.00       |         |        |      |                 |
| 84348            |           | 9/03/2020 |      | 15       | AUSTIN COFFEE SERVICE          | 104.64       |         |        |      |                 |
| 84349            |           | 9/03/2020 |      | 6185     | AYYEKA INC                     | 922.08       |         |        |      |                 |
| 84350            |           | 9/03/2020 |      | 23       | BARCO MUNICIPAL PRODUCTS INC   | 936.39       |         |        |      |                 |
| 84351            |           | 9/03/2020 |      | 2885     | BOTKINS TRUCKING LLC           | 611.57       |         |        |      |                 |
| 84352            |           | 9/03/2020 |      | 6186     | BROCKMEIER KATIE               | 100.00       |         |        |      |                 |
| 84353            |           | 9/03/2020 |      | 191      | BROWNFIELD OIL CO INC          | 163.00       |         |        |      |                 |
| 84354            |           | 9/03/2020 |      | 6202     | BURLDEANE REILLY               | 25.00        |         |        |      |                 |
| 84355            |           | 9/03/2020 |      | 6188     | CAMERON EDITH                  | 25.00        |         |        |      |                 |
| 84356            |           | 9/03/2020 |      | 104      | CARTER-WATERS                  | 445.34       |         |        |      |                 |
| 84357            |           | 9/03/2020 |      | 591      | CASON BUILDING MAINTENANCE INC | 2,063.70     |         |        |      |                 |
| 84358            |           | 9/03/2020 |      | 6189     | CAYLOR RICK                    | 400.00       |         |        |      |                 |
| 84359            |           | 9/03/2020 |      | 3063     | CONLEY FOREST DO               | 275.00       |         |        |      |                 |
| 84360            |           | 9/03/2020 |      | 1110     | CONTROLLED AIRE LLC            | 713.30       |         |        |      |                 |
| 84361            |           | 9/03/2020 |      | 2645     | CORE & MAIN LP                 | 3,865.33     |         |        |      |                 |
| 84362            |           | 9/03/2020 |      | 678      | CROWN POWER & EQUIPMENT        | 1,315.23     |         |        |      |                 |
| 84363            |           | 9/03/2020 |      | 2913     | CULLIGAN WATER CONDITIONING    | 10.30        |         |        |      |                 |
| 84364            |           | 9/03/2020 |      | 5797     | DA-COM                         | 200.00       |         |        |      |                 |
| 84365            |           | 9/03/2020 |      | 2971     | DASH MEDICAL GLOVES INC        | 161.80       |         |        |      |                 |
| 84366            |           | 9/03/2020 |      | 6200     | DAVENPORT JEREMY               | 20.00        |         |        |      |                 |

**ACCOUNTS PAYABLE CHECK REGISTER**

#14.

| BANK# | BANK NAME | ACCOUNT# | NAME                           | CHECK AMOUNT | CLEARED | MANUAL | VOID | REASON FOR VOID |
|-------|-----------|----------|--------------------------------|--------------|---------|--------|------|-----------------|
| 84367 | 9/03/2020 | 5869     | DEJONGE BRUCE                  | 1,885.00     |         |        |      |                 |
| 84368 | 9/03/2020 | 1662     | DEMOCRATIC CLUB OF RANDOLPH CO | 100.00       |         |        |      |                 |
| 84369 | 9/03/2020 | 5698     | DINNERS READY FOR YOU          | 275.00       |         |        |      |                 |
| 84370 | 9/03/2020 | 6183     | EFFECTIVE COMMUNICATIONS, INC  | 1,024.00     |         |        |      |                 |
| 84371 | 9/03/2020 | 2939     | EMERGENCY MEDICAL PRODUCTS INC | 226.95       |         |        |      |                 |
| 84372 | 9/03/2020 | 5186     | EUROFINS ABRAXIS INC.          | 1,497.00     |         |        |      |                 |
| 84373 | 9/03/2020 | 2433     | FANNING VICKY                  | 25.00        |         |        |      |                 |
| 84374 | 9/03/2020 | 3103     | FASTENAL COMPANY               | 956.81       |         |        |      |                 |
| 84375 | 9/03/2020 | 1308     | FEHLING SMALL ENGINE LLC       | 118.56       |         |        |      |                 |
| 84376 | 9/03/2020 | 6204     | FOLEY TERRI L                  | 1,300.00     |         |        |      |                 |
| 84377 | 9/03/2020 | 2839     | FUSION TECHNOLOGY LLC          | 9,137.92     |         |        |      |                 |
| 84378 | 9/03/2020 | 704      | GALLS LLC                      | 120.79       |         |        |      |                 |
| 84379 | 9/03/2020 | 6187     | GRAVES COREY                   | 371.00       |         |        |      |                 |
| 84380 | 9/03/2020 | 5883     | GREATLIFE KANSAS CITY LLC      | 3,459.00     |         |        |      |                 |
| 84381 | 9/03/2020 | 2956     | GREEN HILLS VET CLINIC LLC     | 1,209.60     |         |        |      |                 |
| 84382 | 9/03/2020 | 2407     | HEADRICK HAROLD                | 250.00       |         |        |      |                 |
| 84383 | 9/03/2020 | 6201     | HOLMES AARON                   | 100.00       |         |        |      |                 |
| 84384 | 9/03/2020 | 1348     | HUNTSVILLE MACHINE             | 261.77       |         |        |      |                 |
| 84385 | 9/03/2020 | 5248     | IMGARTEN CARLA                 | 25.00        |         |        |      |                 |
| 84386 | 9/03/2020 | 5591     | INOVATIA LABORATORIES LLC      | 361.75       |         |        |      |                 |
| 84387 | 9/03/2020 | 2075     | JEFFREY JERRY                  | 100.00       |         |        |      |                 |
| 84388 | 9/03/2020 | 5974     | JEFFRIES ELECTRICAL SERVI      | 337.50       |         |        |      |                 |
| 84389 | 9/03/2020 | 4347     | JOHN DEERE FINANCIAL           | .00          |         |        |      | VOID:           |
| 84390 | 9/03/2020 | 4347     | JOHN DEERE FINANCIAL           | .00          |         |        |      | VOID:           |
| 84391 | 9/03/2020 | 4347     | JOHN DEERE FINANCIAL           | 1,649.61     |         |        |      |                 |
| 84392 | 9/03/2020 | 6002     | K AND T CONSTRUCTION           | 1,775.00     |         |        |      |                 |
| 84393 | 9/03/2020 | 6190     | KELLY STEVE                    | 250.00       |         |        |      |                 |
| 84394 | 9/03/2020 | 3180     | MACK HILS INC                  | 185.00       |         |        |      |                 |
| 84395 | 9/03/2020 | 1565     | MACON ELECTRIC COOP            | 42.98        |         |        |      |                 |
| 84396 | 9/03/2020 | 801      | BENN RYAN D                    | 4,550.00     |         |        |      |                 |
| 84397 | 9/03/2020 | 1598     | MARK TWAIN REGIONAL COG        | 4,611.42     |         |        |      |                 |
| 84398 | 9/03/2020 | 679      | MARTECK                        | 25.00        |         |        |      |                 |
| 84399 | 9/03/2020 | 2717     | MATHESON TRI GAS INC           | 140.43       |         |        |      |                 |
| 84400 | 9/03/2020 | 1688     | MFA OIL COMPANY                | .00          |         |        |      | VOID:           |
| 84401 | 9/03/2020 | 1688     | MFA OIL COMPANY                | 14,102.87    |         |        |      |                 |
| 84402 | 9/03/2020 | 96       | MID-STATE PETROLEUM EQUIPMENT  | 93.50        |         |        |      |                 |
| 84403 | 9/03/2020 | 1726     | MIDWEST ENVIR CONSULTANTS INC  | 407.50       |         |        |      |                 |
| 84404 | 9/03/2020 | 1756     | MIRMA                          | 417.71       |         |        |      |                 |
| 84405 | 9/03/2020 | 5239     | MISSOURI DEPART OF REV 3375    | 3,899.93     |         |        |      |                 |
| 84406 | 9/03/2020 | 3170     | MISSOURI DEPT OF PUBLIC SAFETY | 20.00        |         |        |      |                 |
| 84407 | 9/03/2020 | 1770     | MO VOCATIONAL ENTERPRISES      | 30.24        |         |        |      |                 |
| 84408 | 9/03/2020 | 2740     | MOBERLY AREA CHAMBER OF COMMER | 15,750.00    |         |        |      |                 |
| 84409 | 9/03/2020 | 2798     | MOBERLY AREA COUNCIL OF THE AR | 1,000.00     |         |        |      |                 |
| 84410 | 9/03/2020 | 1935     | MOBERLY MONITOR INDEX          | 106.25       |         |        |      |                 |
| 84411 | 9/03/2020 | 2907     | MOBERLY READY MIX              | 11,602.21    |         |        |      |                 |
| 84412 | 9/03/2020 | 4906     | MUTTER FARMS LLC               | 2,096.96     |         |        |      |                 |
| 84413 | 9/03/2020 | 1604     | NAPA AUTO PARTS OF MOBERLY     | .00          |         |        |      | VOID:           |
| 84414 | 9/03/2020 | 1604     | NAPA AUTO PARTS OF MOBERLY     | .00          |         |        |      | VOID:           |
| 84415 | 9/03/2020 | 1604     | NAPA AUTO PARTS OF MOBERLY     | 1,129.26     |         |        |      |                 |
| 84416 | 9/03/2020 | 4321     | NORTHERN MO COMMUNITY FDN      | 1,000.00     |         |        |      |                 |
| 84417 | 9/03/2020 | 1618     | ONMEDIA COLUMBIA, MO           | 1,809.08     |         |        |      |                 |
| 84418 | 9/03/2020 | 3304     | PALMER AMY                     | 25.00        |         |        |      |                 |
| 84419 | 9/03/2020 | 6191     | PROFESSIONAL CONTRACTORS & ENG | 17,060.00    |         |        |      |                 |



**ACCOUNTS PAYABLE CHECK REGISTER**

#14.

| BANK#     | BANK NAME | ACCOUNT# | NAME                           | CHECK AMOUNT | CLEARED | MANUAL | VOID  | REASON FOR VOID |
|-----------|-----------|----------|--------------------------------|--------------|---------|--------|-------|-----------------|
| 84420     | 9/03/2020 | 6197     | PEREZ TEA                      | 25.00        |         |        |       |                 |
| 84421     | 9/03/2020 | 5727     | PEST PRO SOLUTIONS INC         | 155.00       |         |        |       |                 |
| 84422     | 9/03/2020 | 2596     | PLUMB SUPPLY COMPANY-MOB       | 37.81        |         |        |       |                 |
| 84423     | 9/03/2020 | 6192     | RANDOLPH CO FED REPUB WOMEN    | 225.00       |         |        |       |                 |
| 84424     | 9/03/2020 | 5656     | RICHARD CAPLAN & ASSOCIATES    | 1,925.00     |         |        |       |                 |
| 84425     | 9/03/2020 | 2977     | RICKETTS FARM SERVICE          | 420.00       |         |        |       |                 |
| 84426     | 9/03/2020 | 6193     | ROBERTS DEMOLITION & ROLL OFF  | 4,140.00     |         |        |       |                 |
| 84427     | 9/03/2020 | 2601     | SAFETY-KLEEN CORP              | 98.14        |         |        |       |                 |
| 84428     | 9/03/2020 | 2603     | SAM'S HEALTH MART NO.1         | 21.77        |         |        |       |                 |
| 84429     | 9/03/2020 | 5678     | SAVING DOGS 4 PAWS AT A TIME   | 245.50       |         |        |       |                 |
| 84430     | 9/03/2020 | 280      | SCHIPPERS INTERNATIONAL TRUCK  | 899.29       |         |        |       |                 |
| 84431     | 9/03/2020 | 617      | SCHULTE SUPPLY INC             | 9,712.66     |         |        |       |                 |
| 84432     | 9/03/2020 | 1663     | SECOND BAPTIST CHURCH HUNTSVIL | 100.00       |         |        |       |                 |
| 84433     | 9/03/2020 | 2791     | SENIOR AMERICANS MULTIPURPOSE  | 4,000.00     |         |        |       |                 |
| 84434     | 9/03/2020 | 6008     | SHADES OF TUESDAY LLC          | 500.00       |         |        |       |                 |
| 84435     | 9/03/2020 | 6100     | SMITH CASSANDRA                | 150.00       |         |        |       |                 |
| 84436     | 9/03/2020 | 2610     | BRENDLINGER ENTERPRISES INC    | 2,009.95     |         |        |       |                 |
| 84437     | 9/03/2020 | 2613     | SOLOMON BOILER WORKS INC       | 171.46       |         |        |       |                 |
| 84438     | 9/03/2020 | 5700     | STAPLES                        | .00          |         |        | VOID: |                 |
| 84439     | 9/03/2020 | 5700     | STAPLES                        | 1,487.25     |         |        |       |                 |
| 84440     | 9/03/2020 | 6194     | STEEVES ADAM                   | 100.00       |         |        |       |                 |
| 84441     | 9/03/2020 | 6195     | STERLING PRICE HOA             | 100.00       |         |        |       |                 |
| 84442     | 9/03/2020 | 6162     | SWALLOW TROPHY & ENGRAVING     | 30.00        |         |        |       |                 |
| 84443     | 9/03/2020 | 6196     | TAIT KATHERINE                 | 80.00        |         |        |       |                 |
| 84444     | 9/03/2020 | 2640     | THOMAS HILL PUBLIC WATER SUPPL | 96.11        |         |        |       |                 |
| 84445     | 9/03/2020 | 4223     | TOOLS PLUS INDUSTRIES LLC      | 431.47       |         |        |       |                 |
| 84446     | 9/03/2020 | 1562     | UNITED FIRST AID & SAFETY, LLC | 62.82        |         |        |       |                 |
| 84447     | 9/03/2020 | 2644     | USA BLUE BOOK                  | 2,837.06     |         |        |       |                 |
| 84448     | 9/03/2020 | 2742     | WAL MART COMMUNITY             | .00          |         |        | VOID: |                 |
| 84449     | 9/03/2020 | 2742     | WAL MART COMMUNITY             | 967.88       |         |        |       |                 |
| 84450     | 9/03/2020 | 4948     | WARREN RICHARD                 | 1,485.00     |         |        |       |                 |
| 84451     | 9/03/2020 | 2652     | WATER & SEWER SUPPLY INC       | 7,971.28     |         |        |       |                 |
| 84452     | 9/03/2020 | 3929     | WESTECH                        | 740.00       |         |        |       |                 |
| 84453     | 9/03/2020 | 6203     | WHITE KEVIN                    | 20.00        |         |        |       |                 |
| 84454     | 9/03/2020 | 6198     | WILKEY JEFF                    | 55.00        |         |        |       |                 |
| 84455     | 9/03/2020 | 5908     | WILLIAMS KEEPERS, LLC          | 5,000.00     |         |        |       |                 |
| 84456     | 9/03/2020 | 2772     | WIRELESS USA                   | 577.35       |         |        |       |                 |
| 84457     | 9/03/2020 | 1111     | WOODS GARY                     | 20.00        |         |        |       |                 |
| 84458     | 9/03/2020 | 5294     | ZURCHER TIRE INC               | 244.00       |         |        |       |                 |
| *20190810 |           |          |                                |              |         |        |       |                 |
| 20190811  | 8/17/2020 | 1800     | MO LAGERS                      | 40,707.62    |         |        | E-PAY |                 |
| 20190812  | 8/17/2020 | 5898     | MOBERLY SOLAR, LLC             | 15,660.16    |         |        | E-PAY |                 |
| 20190813  | 9/01/2020 | 5783     | BANKCARD SERVICES              | 5,979.76     |         |        | E-PAY |                 |
| 20190814  | 8/27/2020 | 6        | AMEREN MISSOURI                | 47,727.95    |         |        | E-PAY |                 |
| 20190815  | 8/25/2020 | 2708     | UMB BANK                       | 129,933.72   |         |        | E-PAY |                 |

\* See Check Summary below for detail on gaps and checks from other modules.

|               |            |
|---------------|------------|
| BANK TOTALS:  |            |
| OUTSTANDING   | 489,002.61 |
| CLEARED       | .00        |
|               | -----      |
| BANK 24 TOTAL | 489,002.61 |

**ACCOUNTS PAYABLE CHECK REGISTER**

#14.

BANK# BANK NAME  
CHECK# DATE

ACCOUNT# NAME

CHECK AMOUNT CLEARED MANUAL VOID REASON FOR VOID

\*\*VOIDED\*\* .00

| FUND                          | TOTAL      | OUTSTANDING | CLEARED | VOIDED |
|-------------------------------|------------|-------------|---------|--------|
| 100 GENERAL FUND              | 108,462.88 | 108,462.88  | .00     | .00    |
| 102 NON-RESIDENT LODGING TAX  | 185.00     | 185.00      | .00     | .00    |
| 105 PAYROLL FUND              | 43,000.39  | 43,000.39   | .00     | .00    |
| 110 SOLID WASTE FUND          | 199.09     | 199.09      | .00     | .00    |
| 114 HERITAGE HILLS GOLF CRSE  | 51,309.16  | 51,309.16   | .00     | .00    |
| 115 PARKS & RECREATION FUND   | 45,886.37  | 45,886.37   | .00     | .00    |
| 120 AIRPORT FUND              | 1,411.43   | 1,411.43    | .00     | .00    |
| 300 UTILITIES COLLECTION FUND | 3,899.93   | 3,899.93    | .00     | .00    |
| 301 UTILITIES OP & MAINT      | 79,265.47  | 79,265.47   | .00     | .00    |
| 303 UTILITIES OP RESERVE      | 9,818.50   | 9,818.50    | .00     | .00    |
| 377 2004B SRF BONDS DEBT SERV | 37,900.15  | 37,900.15   | .00     | .00    |
| 378 2006A SRF BONDS DEBT SERV | 27,495.96  | 27,495.96   | .00     | .00    |
| 379 2004C BONDS DEBT SERVICE  | 26,187.97  | 26,187.97   | .00     | .00    |
| 380 2008A BONDS DEBT SERVICE  | 38,349.64  | 38,349.64   | .00     | .00    |
| 400 EMERGENCY TELEPHONE FUND  | 8,125.96   | 8,125.96    | .00     | .00    |
| 600 TRANSPORTATION TRUST FUND | 1,039.41   | 1,039.41    | .00     | .00    |
| 601 STREET IMPROVEMENT FUND   | 5,690.30   | 5,690.30    | .00     | .00    |
| 912 DOWNTOWN CID PROP TAX     | 775.00     | 775.00      | .00     | .00    |

**ACCOUNTS PAYABLE CHECK REGISTER**  
\*\*\* CHECK SUMMARY \*\*\*

#14.

| BANK#  | BANK NAME | DESCRIPTION |
|--------|-----------|-------------|
| CHECK# |           |             |

---

24 DISBURSEMENTS

|            |       |                         |
|------------|-------|-------------------------|
| 84308 Thru | 84317 | Accounts Payable Checks |
| 84318 Thru | 84326 | Utility Billing Checks  |
| 84327 Thru | 84458 | Accounts Payable Checks |

|               |          |                        |
|---------------|----------|------------------------|
| 20190811 Thru | 20190815 | Accounts Payable E-Pay |
|---------------|----------|------------------------|