

**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
June 06, 2022
6:00 PM
AMENDED AGENDA**

Posted:

Pledge of Allegiance

Roll Call

Approval of Agenda

Approval of Minutes

1. Approval Of Minutes.

Recognition of Visitors

Communications, Requests, Informational Items

Public Hearing and Receipt of Bids

2. Public Hearing: 2018 Community Development Block Grant (2018-ND-03).

Ordinances & Resolutions

3. An Ordinance Amending Ordinance No. 7142, Ordinance No. 7919 And Ordinance No. 9170 Setting The Fees For Permits Relative To Building Permits, Electrical Permits, Heating Permits, Digging Permits And Plumbing Permits.

4. An Ordinance Of The City Of Moberly, Missouri, Authorizing The City Manager To Acquire Certain Property By Purchase Or Condemnation.

5. An Ordinance Adopting The Recommendation Of The Planning And Zoning Commission To Approve The Re-Zoning Application Of The City Of Moberly For Property Located At 519 West End Place.

6. An Ordinance Accepting And Authorizing Execution Of A Community Assistance Program Addendum.

7. A Resolution Recording The Destruction Of Certain Local Government Records.

8. A Resolution Accepting Permanent Sewer Easements From Various Owners For The Route JJ Regional Sewer Project.

9. A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

Official Reports

Anything Else to Come Before the Council

10. Consideration For Approval Of Renewal Liquor Applications.

11. Appointment To The Housing Authority Board.

12. Appointment To The Board Of Adjustment.

Adjournment

13. Consideration Of A Motion To Adjourn To A Work Session Followed By A Closed Session To Discuss The Status Of Pending Real Estate And Negotiated Contracts. (Closed Statute 610.021) (2,12)

We invite you to attend virtually by viewing it live on the City of Moberly Facebook page. A link to the City's Channel can be found on our website's main page at 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.

May 16, 2022
City of Moberly, Missouri Council Minutes

Council met in regular session at 6:00 p.m. in the City Hall Council Chambers with Mayor Jeffrey presiding.

All stood and recited the pledge of allegiance led by Mayor Jeffrey.

Council Members answering the roll call were: Jerry Jeffrey, Tim Brubaker, John Kimmons, Austin Kyser, and Brandon Lucas.

A motion was made by Kyser and seconded by Brubaker to approve the agenda. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

A motion was made by Brubaker and seconded by Lucas to approve the minutes of May 2, 2022, Council meeting as presented. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

A presentation was given from Mark Fuller with the International Association of Fire Fighters (IAFF).

At 6:12 p.m., Mayor Jeffrey opened a public hearing for Moberly's 2022 Proposed Property Tax Rates. The tax rate shall be set to produce the revenue which the budget for the Fiscal Year 2022-2023 shows to be required from the property tax. There being no one for or against the proposed property tax rate, Mayor Jeffrey noted that the Public Hearing was held and closed the Public Hearing at 6:13 p.m.

The following bids were received for the Sidewalk/Driveway Approach and Curb Replacement Program: **DMC Concrete**, Cost per square foot 4" thick sidewalk \$6.20; Cost per square foot 6" thick sidewalk \$7.20; Cost per linear foot 6' curb and gutter \$24.00. A motion was made by Brubaker and seconded by Kimmons to accept the bids. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

The following bids were received for the 2022 Street Improvement Project (Milling and Overlay): **Christensen**, Milling \$3.50 contractor retains, \$4.50 City retains, Overlay \$102 per ton; **Emery Sapp**, Milling \$6.30 contractor retains, \$7.30 City retains, Overlay \$127 per ton; **Capital**, Milling \$2.65 contractor retains, \$2.65 City retains, Overlay \$94.50 per ton Streets, \$105 per ton Parking Lot. A motion was made by Lucas and seconded by Kimmons to accept the bids. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

The following bids were received for a mower for Public Utilities: **Lee's Lawn Care and Equipment**, Grasshopper 337G5 EFI, \$12,100; **Lee's Lawn Care and Equipment**, Bad Boy Renegade, \$11,800; **Jeff Davis Sales and Service**, Hustler Super 2, \$14,500; **McKeown Farm and Lawn**, Gravely ISX 3300, \$13,499; **Fehling Small Engine LLC**, Gravely ProTurn 660, \$13,000. A motion was made by Kimmons and seconded by Kyser to accept the bids. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Mayor Jeffrey asked to entertain any motions to remove an item from the Consent Agenda for discussion. Hearing none, Mayor Jeffrey asked for a motion for the Consent Agenda to be read. Brubaker made a motion for City Attorney, Randall Thompson, to read the consent agenda. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Resolution R1267: "A RESOLUTION ACCEPTING BIDS AND AUTHORIZING CONTRACTING FOR THE 2022 MILLING AND OVERLAY STREET IMPROVEMENT PROJECT"

Resolution R1268: "A RESOLUTION ACCEPTING BIDS AND AUTHORIZING CONTRACTING FOR SIDEWALK/DRIVEWAY APPROACHES AND CURB REPLACEMENT"

Resolution R1269: "A RESOLUTION ACCEPTING THE PROPOSAL OF SMITH & LOVELESS, INC., AND AUTHORIZING THE PURCHASE OF AN OEM PUMP FOR THE WASTEWATER TREATMENT PLANT"

Resolution R1270: "A RESOLUTION AUTHORIZING THE PURCHASE OF WATER METERS FROM SCHULTE SUPPLY, INC"

Resolution R1271: "A RESOLUTION APPROVING A MOWING AND HOLD HARMLESS AGREEMENT BETWEEN THE CITY OF MOBERLY, MISSOURI AND GARY SEIDEL FOR MOWING THE CITY LAKE PROPERTY"

Resolution R1272: "A RESOLUTION AUTHORIZING AND ACCEPTING A CHANGE ORDER TO THE AGREEMENT WITH ALL-CLEAR PLUMBING AND SEWER"

Resolution R1273: "A RESOLUTION ACCEPTING THE BID PROPOSAL OF LEE'S LAWN CARE AND EQUIPMENT, LLC, AND AUTHORIZING THE PURCHASE OF A LAWNMOWER FOR THE UTILITIES DEPARTMENT"

The Resolution bills having previously been made available for public inspection were read by title one time. A motion was made by Kimmons and seconded by Brubaker to adopt the Resolutions. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Kyser introduced a bill for an ordinance entitled: "AN ORDINANCE ADOPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION TO APPROVE THE RE-ZONING APPLICATION OF THE CITY OF MOBERLY FOR PROPERTY KNOWN AS THE ODD NUMBERED STREET ADDRESSES ON JOHNSON STREET BETWEEN 501 AND 525 JOHNSON STREET" and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none. The bill having previously been made available for public inspection was read by title two times. Lucas moved that the bill be enacted into an ordinance. Kimmons seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Brubaker introduced a bill for an ordinance entitled: "AN ORDINANCE ADOPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION TO APPROVE THE RE-ZONING APPLICATION OF THE CITY OF MOBERLY FOR PROPERTY LOCATED AT 402 N. 5TH STREET" and moved that the bill be read two times by title for passage. Kimmons

seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Lucas seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Kimmons introduced a bill for an ordinance entitled: **"AN ORDINANCE ADOPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION TO APPROVE THE RE-ZONING APPLICATION OF THE CITY OF MOBERLY FOR PROPERTY LOCATED ON WEST END PLACE, JOHNSON STREET AND FRANKLIN STREET"** and moved that the bill be read two times by title for passage. Kyser seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Lucas seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Lucas introduced a bill for an ordinance entitled: **"AN ORDINANCE ADOPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION TO APPROVE THE RE-ZONING APPLICATION OF THE CITY OF MOBERLY FOR PROPERTY LOCATED AT 500 FRANKLIN STREET AND 410 JOHNSON STREET"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Brubaker seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Kyser introduced a bill for an ordinance entitled: **"AN ORDINANCE ADOPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION TO APPROVE THE RE-ZONING APPLICATION OF THE CITY OF MOBERLY FOR PROPERTY LOCATED IN THE ZAHN AND WILLIAMS SECOND ADDITIONS TO THE CITY OF MOBERLY"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Lucas seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Brubaker introduced **"A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$599,701.70"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Brubaker and seconded by Kimmons to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

The following liquor applications were submitted for approval:

- **Aldi, Inc. #82**, 400 Highway 24 East, Moberly, MO, submitted by Rob Jeffries.
- **Break Time #3071**, 1210 Highway 24 East, Moberly, MO, submitted by Jennifer Bach.
- **Break Time #3163**, 1751 Urbandale Drive East, Moberly, MO, submitted by Jennifer Bach.
- **Casey's General Store #1121**, 1222 Hurley Street, Moberly, MO, submitted by Henry Downen III.
- **Casey's General Store #2003**, 326 South Morley Street, Moberly, MO, submitted by Henry Downen III.
- **Dollar General #1811**, 2200 East Outer Road, Suite A, Moberly, MO, submitted by Robbin Griffith.
- **Dollar General #1230**, 643 North Morley Street, Moberly, MO, submitted by Robbin Griffith.
- **El Vaquero Mexican Restaurant**, 721 North Morley Street, Moberly, MO, submitted by Maximo Perez.
- **XPress Liquor & Smoke**, 402 S Morley Street, Moberly, MO, submitted by Hari Krishna Poudel.
- **XPress Liquor & Smoke #14**, 817 South Morley Street, Moberly, MO, submitted by Hari Krishna Poudel.

A motion was made by Brubaker and seconded by Kyser to grant the licenses subject to investigation. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Mayor Jeffrey nominated Don Burton, Russ Kennison and Rachael Grimes to be reappointed to the Parks and Recreation Board. A motion was made by Kimmons and seconded by Brubaker to reappoint Don Burton, Russ Kennison and Rachael Grimes to the Parks and Recreation Board. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Members from the news media present were: Eric Duick, KWIX/KRES Radio Station; Wynona Whitaker, Moberly Monitor Index; and Haley McCormick, Channel 8 News.

A motion was made by Kyser and seconded by Kimmons to adjourn to a work session followed by a closed session to discuss the status of pending negotiated contracts. (Closed Statute 610.021) (12). Roll call vote: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

A closed session was held.

Mayor Jeffrey reopened the meeting.

A motion was made by Kyser and seconded by Brubaker to adjourn. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Work Session

The following was discussed at the work session:

Application For The Board Of Adjustment.

A Request To Update The Permit Fees Associated With Building And Development In Moberly, MO.

A Request To Update The International Building Code Series Adopted By Ordinance.

Review Of A CAP Agreement Amendment - Conservation.

Appointment To The Housing Authority Board.

DRAFT

May 31, 2022
City of Moberly, Missouri Council Minutes

Council met in special session at 6:00 p.m. at the Moberly Municipal Building, large conference room, 204 North Clark Street, Moberly, Missouri with Mayor Jeffrey presiding.

Council Members answering the roll call were: Jerry Jeffrey, Tim Brubaker, John Kimmons, Austin Kyser and Brandon Lucas.

A motion was made by Brubaker and seconded by Kimmons to approve the agenda. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Kimmons introduced **"A RESOLUTION OF THE CITY OF MOBERLY, MISSOURI, AUTHORIZING EXECUTION OF A MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT GRANT AGREEMENT FOR FUNDING DESIGN AND CONSTRUCTION OF A DOWNTOWN COMBINED SEWER STORAGE FACILITY"** and made a motion for it to be read. Brubaker seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kyser and seconded by Kimmons to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

A motion was made by Kyser and seconded by Brubaker to adjourn to a work session. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

A joint work session of the City Council and City Department Heads was held. Council reviewed the proposed 2022/2023 Operating Budget.

A motion was made by Kimmons and seconded by Brubaker to adjourn. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

PUBLIC NOTICE

The City of Moberly will hold a public hearing at 6:00 p.m. at City Hall located at 101 West Reed, Moberly, Missouri on June 6, 2022, to discuss the past performance by the City in carrying out the City’s 2018 Community Development Block Grant (2018-ND-03) for the demolition of residential properties within the City of Moberly. All interested citizens and groups are urged to attend the scheduled hearing.

For more information, or if you require special accommodations at the hearing, please contact Tom Sanders at 660-269-8705.

Posting Location Moberly City Hall

Posting Date 5/31/2022, 11:39 AM

Posted By Shannon Hance

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#3.

Department: Comm. Dev.

Date: June 6, 2022

Agenda Item: An Ordinance Amending Ordinance No. 7142 Setting The Fees For Permits Relative To Building Permits, Electrical Permits, Heating Permits, Digging Permits And Plumbing Permits.

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

Recommended

Action: Approve this ordinance.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ Jeffrey

Council Member

M___ S___ Brubaker

M___ S___ Kimmons

M___ S___ Kyser

M___ S___ Lucas

Passed

Failed

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 7142, ORDINANCE NO. 7919 AND ORDINANCE NO. 9170 SETTING THE FEES FOR PERMITS RELATIVE TO BUILDING PERMITS, ELECTRICAL PERMITS, HEATING PERMITS, DIGGING PERMITS AND PLUMBING PERMITS.

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

CITY OF MOBERLY ORDINANCES NO. 7142, 7919 AND 9170 ARE HEREBY AMENDED IN THE FOLLOWING RESPECTS:

SECTION ONE: For each building permit issued there shall be charged and collected from the applicant a fee, to wit:

All construction	\$2.00/\$1,000 Value**
Minimum Permit fee (all permits)	\$20.00
Fence Permit	\$20.00
Re-roofing	\$20.00
Deck	\$2.00 /\$1,000 Value
Residential Demolition	\$25.00
Commercial Demolition	\$50.00

**Valuation will be determined using the most up to date International Code Council's (ICC) Building Valuation Date chart.

SECTION TWO: The fees to be charged by the electrical inspector for electric service performed in the City of Moberly for a permit shall be as follows, to wit:

Electric Meter/Panelboard (each).....	\$30.00
Electric Service Per Amp	\$20.00
Electrical Circuit (each)	\$3.00
Temporary Service Pole	\$15.00
Electrical Solar Install (per Kilowatt System, each)	\$2.00

SECTION THREE: There shall be assessed for plumbing the following fee rates, to wit:

Per Fixture	\$5.00
Plumbing Lateral Repair	\$20.00

SECTION FOUR: There shall be assessed for heating the following fee rates, to wit:

Per Appliance	\$20.00
Project Permit (8K)	\$20.00

SECTION FIVE: The fees to be charged for digging permits shall be as follows, to wit:

ROW Hard Surface Opening	\$40.00
ROW Green Surface Opening	\$20.00
ROW Trench	\$04 per foot

SECTION SIX: There shall be assessed for Sign permits the following, to wit:

Sign Permit (per square foot, \$100 maximum)	\$2.00
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SECTION SEVEN: All other provisions of Ordinances No. 7142, 7919 and 9170 shall remain in full force and effect.

SECTION EIGHT: This Ordinance shall be in full force and effect from and after July 1, 2022, 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 6th day of June, 2022.

ATTEST:

Presiding Officer at Meeting

City Clerk

Building Permit Fees

Moberly, MO

<u>Current Rates</u>		<u>Proposed Rates</u>
\$0.06 / Sq ft (\$0.12/sq ft*)	Residential New Construction	\$2.00 per \$1,000 Value**
\$2.00 per \$1,000 Value	Residential Remodel Construction	\$2.00 per \$1,000 Value**
\$0.08 / sq ft	Commercial New Construction	\$2.00 per \$1,000 Value**
\$2.00 per \$1,000 Value	Commercial Remodel Construction	\$2.00 per \$1,000 Value**
\$10.00	Minimum Permit Fee (all permits)	\$20.00
\$20.00 ea	Electrical Meter Base/Panelboard	\$30.00 ea
\$0.10 per amp	Electrical Service > 200 Amp	\$0.20 per amp
\$10.00	Temporary Service Pole	\$15.00
\$10.00 ea	Electrical Solar Install	\$2.00 per Kilowatt System
\$2.00 per	Electrical Circuit	\$3.00 per
\$3.00 per	Plumbing Fixture	\$5.00 per
None	Plumbing Lateral Repair	\$20.00
\$10.00 ea	Heating per Appliance	\$20.00
\$20.00	Right of Way Hard Surface Opening	\$40.00
\$10.00	Right of Way Green Surface Opening	\$20.00
\$0.02 per ft	Right of Way Trenching	\$0.04 per ft
\$1.00 per sq ft (\$50 max)	Sign Permit	\$2.00 per sq ft (\$100 max)
\$10.00	Fence Permit	\$20.00
None	Re-roofing permit	\$20.00
None	Deck permit	\$2.00 per \$1,000 Value**
\$25.00	Residential Demolition	\$25.00
\$50.00	Commercial Demolition	\$50.00

*This is approximately what cost per square foot would be if all of the other associated permits/fees were calculated in with the building permit.

**Valuation will be determined using the most up to date International Code Council's (ICC) Building Valuation Data chart.

City of Moberly

City Council Agenda Summary

Agenda Number: #4.
 Department: Administration
 Date: June 6, 2022

Agenda Item: An Ordinance Of The City Of Moberly, Missouri, Authorizing The City Manager To Acquire Certain Property By Purchase Or Condemnation.

Summary: After unsuccessful attempts to acquire property related to sewer and water line projects throughout Moberly, staff is recommending authorization to acquire these through eminent domain. The council must find, determine, and declare it a public necessity to acquire a permanent water and sanitary sewer easement for a water line and sanitary sewer lines through certain property described in Exhibit A, which is attached to this packet. Once this is complete, staff will continue to attempt and secure the property and start the legal proceedings.

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

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MOBERLY, MISSOURI, AUTHORIZING THE CITY MANAGER TO ACQUIRE CERTAIN PROPERTY BY PURCHASE OR CONDEMNATION.

WHEREAS, The City of Moberly has need to expand its wastewater collection system; and

WHEREAS, Such expansion of the wastewater collection system requires the City to acquire certain easements through private land; and

WHEREAS, Section 77.530 of the Revised Statutes of the State of Missouri authorizes the City of Moberly to acquire property for wastewater collection systems by negotiation or by the use of eminent domain, either within the City or within ten miles outside of the City boundaries;

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

Section 1- The Council does hereby find, determine, and declare it a public necessity to acquire a permanent water and sanitary sewer easement for a water line and sanitary sewer lines together with all appurtenances thereunto belonging along, over, under, upon, across, and through certain property described in Exhibit A, which is attached hereto and by this reference incorporated herein as if more fully and completely set out.

Section 2. The City Council does hereby authorize the City Manager to acquire said easement by purchase or condemnation, including the authorization to file a petition for condemnation and to pursue such condemnation. In the event of condemnation, the price to be paid shall be as set forth by the Court.

Section 3. 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 6th day of June, 2022.

Roll Call Vote: **Yeas:** _____

Nayes: _____

APPROVED BY THE MAYOR THIS 6th day June, 2022.

MAYOR

ATTEST:

EXHIBIT A

1085 County Road 1217

2172 Highway JJ

2816 Highway JJ

2876 Highway JJ

2912 Highway JJ

2990 Highway JJ

3040 Highway JJ

3082 Highway JJ

3098 Highway JJ

3154 Highway JJ

3192 Highway JJ

3450 Highway JJ

4014 Highway JJ

4274 Highway JJ

4324 Highway JJ

4494 Highway JJ

4546 Highway JJ

4610 Highway JJ

314 E Highway 24

1435 County Road 2305

Moberly, MO

#4.



Legend

- Roads
- Corporate Limit
- Parcel
- Original Lot
- Stream
- Subdivision
- Lots
- South Ridge Lot Line
- City Easement

1 in. = 388ft.

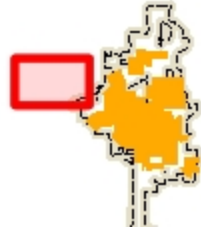


Notes

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

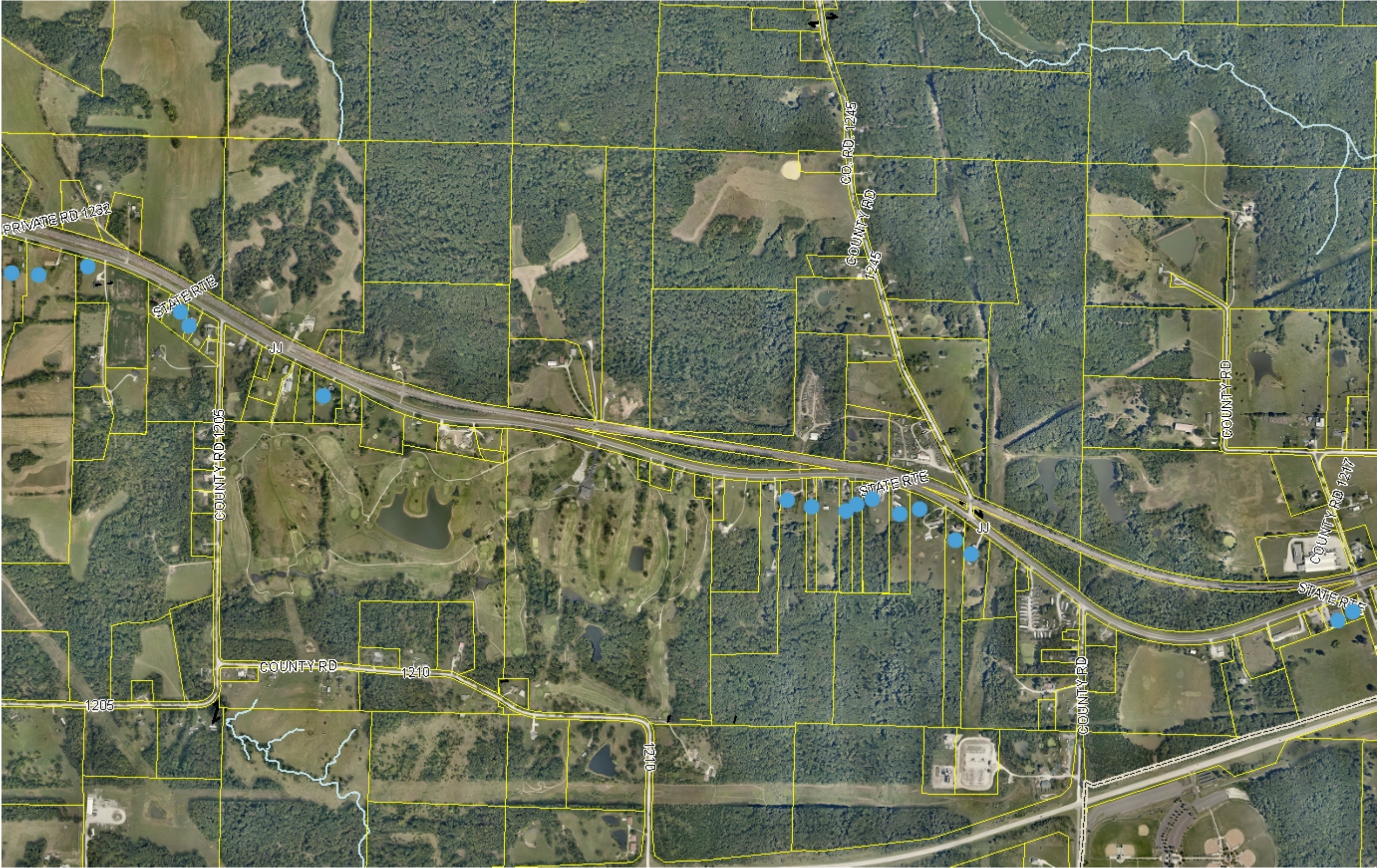
Moberly, MO

#4.



Legend

- Roads
- Corporate Limit
- Parcel
- Stream
- Subdivision
- Lots
- South Ridge Lot Line
- City Easement



1 in. = 883ft.



Notes

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#5.

Department: Comm. Dev.

Date: June 6, 2022

Agenda Item: An Ordinance Adopting The Recommendation Of The Planning And Zoning Commission To Approve The Re-Zoning Application Of The City Of Moberly For Property Located At 519 West End Place

Summary: The Planning & Zoning Commission recommended approval for the request of re-zoning for 519 West End Pl. This property was in the middle of the odd number block of West End Place and got over looked in the previous ordinance and a map of the property is attached.

Recommended

Action: Approve this ordinance.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey**

___ ___

Council Member

M___ S___ **Brubaker**

___ ___

M___ S___ **Kimmons**

___ ___

M___ S___ **Kyser**

___ ___

M___ S___ **Lucas**

___ ___

Passed Failed

BILL NO: _____

ORDINANCE NO: _____

AN ORDINANCE ADOPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION TO APPROVE THE RE-ZONING APPLICATION OF THE CITY OF MOBERLY FOR PROPERTY LOCATED AT 519 WEST END PLACE.

WHEREAS, Moberly city staff submitted a Rezoning Application to the Zoning Administrator to rezone property located at 519 West End Place in the City of Moberly from B-2H (Central Business District/Historic) to R-3 (Multi-Family Dwelling District); and

WHEREAS, the legal description of the rezoned lot is as follows:

519 W. End Pl. – The West one-half of Lot 4 of Zahns Addition to the City of Moberly;

WHEREAS, after proper Notice a hearing was held before the City of Moberly Planning and Zoning Commission on April 25, 2022, at which time the Commission recommended approval of the rezoning request after having considered all standards listed in the zoning regulations, and all other conditions listed for that use in other sections of the regulations. The Commission found that the proposed use did provide safeguards to assure its compatibility with the surrounding area.

WHEREAS, the Commission recommended approval of the Application.

WHEREAS, the City Council has considered the rezoning application and the findings, conclusions and conditions of the Planning and Zoning Commission.

NOW, THEREFORE, BE IT ORDAINED the Moberly, Missouri, City Council hereby adopts the recommendation of the Planning and Zoning Commission and approves the rezoning application for property described herein.

PASSED AND ADOPTED this 6th day of June, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk

Moberly, MO



Legend

- Roads
- Corporate Limit
- Parcel
- Original Lot
- Stream
- Subdivision
- Lots
- South Ridge Lot Line
- City Easement



Notes

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

City of Moberly

City Council Agenda Summary

Agenda Number: #6.

Department: Parks

Date: June 6, 2022

Agenda Item: An Ordinance Accepting And Authorizing Execution Of A Community Assistance Program Addendum.

Summary: Attached is an amendment to the previously-approved 2020 Conservation CAP agreement which provides for a partnership between the City and Department of Conservation on the management of Rothwell, Water Works, and Beuth lakes. **The amendment** allows for the annual stocking of trout at Beuth Lake. The Resolution follows this summary, then the Amendment, and lastly the 2020 CAP Agreement.

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

This partnership has been a long time coming and will be great both for locals and drawing out of town visitors to the area. We plan to continue to pursue additional new opportunities in the months and years ahead.

Recommended

Action: Adopt the 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	Mayor		
<input type="checkbox"/> Staff Report	<input checked="" type="checkbox"/> Proposed Ordinance	M___ S___ Jeffrey	___	___
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution			
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	Council Member		
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ Brubaker	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ Kimmons	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Kyser	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M___ S___ Lucas	___	___
<input type="checkbox"/> Consultant Report	<input checked="" type="checkbox"/> Other: <u>Amendment / Previous Agreement</u>		Passed	Failed

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING AND AUTHORIZING EXECUTION OF A
COMMUNITY ASSISTANCE PROGRAM ADDENDUM.**

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

SECTION ONE: On September 21, 2020, this Council authorized entering into a
Community Assistance Program (“CAP”) with the Missouri Department of Conservation (“the
“Department”) to help manage access to and stocking lakes located in Moberly.

SECTION TWO: The Department has proposed and Addendum (attached) to the
previous CAP agreement which provides for city assistance in annual stocking fees.

SECTION THREE: City staff recommends accepting and approving the attached
Addendum.

SECTION FOUR: The City Council hereby accepts the Community Assistance Program
Addendum and authorizes the Mayor and City Manager, respectively, to execute said Agreements
on behalf of the City.

SECTION FIVE: 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 6th day
of June, 2022.

ATTEST:

Presiding Officer at Meeting

Shannon Hance, City Clerk

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

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

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

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

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

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

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

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

**MISSOURI DEPARTMENT OF
CONSERVATION**

FISHERIES SECTION CHIEF

CITY OF MOBERLY

MAYOR

Attest:

City Clerk

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

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

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

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

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

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

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

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

facilities.

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

2. DEPARTMENT RESPONSIBILITIES. The Department agrees to:

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

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

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

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

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

**MISSOURI DEPARTMENT OF
CONSERVATION**


FISHERIES SECTION CHIEF

CITY OF MOBERLY


MAYOR

Attest:


City Clerk

WILLOW
FIRST ADDITION

MISSOURI

MOBERLY

WHEREAS, this is a subdivision of all that part of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) and the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of the Township 36 North, Range 10 East of the Third Principal Meridian, all being in Randolph County, Missouri, as shown on the plat hereto attached, and

WHEREAS, the said subdivision is being made for the purpose of subdividing the same into lots, and

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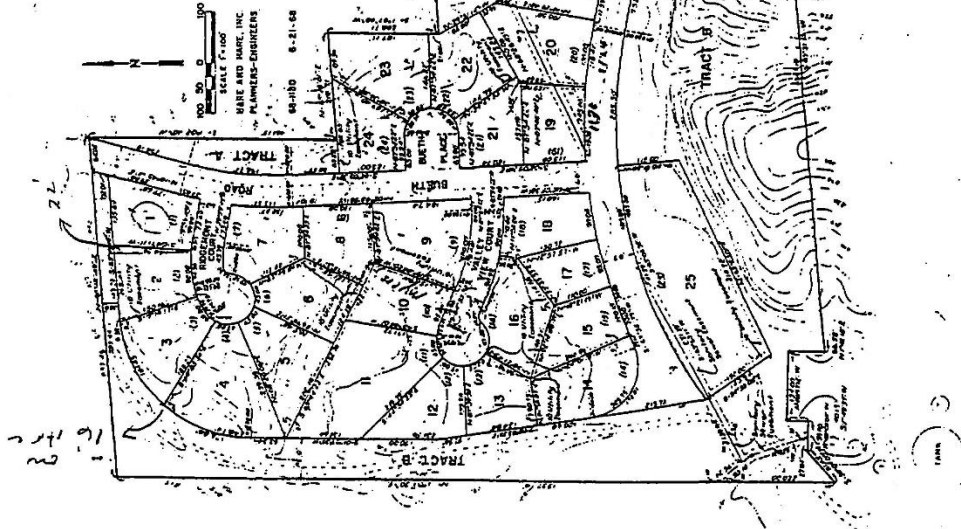
WHEREAS, the said subdivision is being made for the purpose of subdividing the same into lots, and

WHEREAS, the said subdivision is being made for the purpose of subdividing the same into lots, and

WHEREAS, the said subdivision is being made for the purpose of subdividing the same into lots, and

1. IN WITNESS WHEREOF, I have hereunto set my hand and seal at the City of Moberly, Missouri, this 1st day of May, 1910.

RANDOLPH COUNTY ABSTRACT CO.
MOBERLY, MISSOURI



APPROVED BY THE COMMISSIONER OF LANDS AND MINES, MISSOURI, this 1st day of May, 1910.

WITNESSED BY ME, the County Clerk, at Moberly, Missouri, this 1st day of May, 1910.

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Exhibit A - Page 2

Warranty Deed.

Book 89
Pg. 334

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

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

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

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

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

Fourth: A tract or parcel of land, containing twenty one and seventy seven one hundredths (21.77) acres, beginning at a stone in the North east corner of the South west quarter of the North east quarter of Section three, township fifty three, Range fourteen, thence running West twenty and six tenths (20.6) chains to a stone, thence South fifteen and Ninetyone one hundredths (15.91) chains to a stone, thence East Nineteen and ninety five one hundredths (19.95) chains to a stone, and thence North fifteen and eight six one hundredths (15.86) chains to

Exhibit A - Page 3

the point of beginning.

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

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

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

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

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

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Exhibit A - Page 4

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

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

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

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

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

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

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

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

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

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Exhibit A - Page 6

Book 84

No. 2012 WARRANTY DEED-With Statutory Acknowledgments

ST. LOUIS, MO. MAY 13, 1907

This Indenture, Made on the third day of June A. D. One Thousand Nine Hundred and seven
by and between Sarah M. Buchanan (widow) & Claude B. Buchanan
and Annie M. Buchanan his wife & Ratie M. Reagan and Mr. Frank Reagan her husband
and Claude B. Buchanan (single) Walter B. Buchanan and Minnie B. Buchanan his wife
part. 1st. of the First Part, and
part. 2nd. of the First Part, and
the City of Madison (a Municipal Corporation)
of the County of Randolph in the State of Missouri part. 3rd. of the Second Part:

WITNESSETH, That the said part. 1st. of the First Part, in consideration of the sum of
to them paid by the said part. 2nd. of the Second Part, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain and Sell
Convey and Confirm, unto the said part. 3rd. of the Second Part, its successors, heirs and assigns, the following described Lots, Tracts or Parcels of Land, lying,
being and situated in the County of Randolph and State of Missouri, to-wit: see

Begin three hundred (300) feet west of the South East corner of the North East quarter of section three (3) Township fifty three (53) Range fourteen (14) and run North two (2) chains (200) to a stone, thence West ten (10) chains (200) to a stone, thence North thirteen (13) chains (260) to a stone, thence East to the South East corner of the North East quarter of the North East quarter of said section three (3) a distance of fifteen (15) chains (300) thence South along section line twenty five (25) chains (500) to the beginning and being all of South East quarter of the North East quarter of section three (3) Township fifty three (53) Range fourteen (14) and being twenty five (25) acres sold by M. L. Buchanan and wife to H. B. Porter, Jr. deed recorded in Deed Book 29 at page 18 of Deed records of Randolph County, Missouri, the land hereby conveyed being 25.20 acres more or less.
Grantors herein are the widow and all the heirs and only heirs of Northern Y. Buchanan, deceased.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the Rights, Privileges, Appurtenances and Immunities thereto belonging or in anywise appertaining, unto the said part. 3rd. of the Second Part, unto its successors, heirs and assigns, Forever; the said part. 1st. of the First Part, hereby covenanting that they lawfully seized of an indefeasible Estate in Fee in the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear of any incumbrances done or suffered by them or those under whom they claim; and that they will Warrant and Defend the title to the said premises unto the said part. 3rd. of the Second Part, and unto its successors, heirs and assigns, Forever, against the lawful claims and demands of all persons whomsoever.

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

Signed, Sealed and Delivered in Presence of Us:

Ratie M. Reagan
Mr. Frank Reagan
Claude B. Buchanan (decd)
Verna M. Buchanan (decd)

STATE OF MISSOURI,
County of Ottawa } SS.

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

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

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

My term expires May 13th 1910.

STATE OF MISSOURI,
County of Randolph } SS.

ON THIS 3rd day of June 1907, before me personally appeared
Sarah M. Buchanan, Claude B. Buchanan and Annie M. Buchanan his wife
Ratie M. Reagan and Mr. Frank Reagan her husband

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

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

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

My term of office as a Notary Public will expire June 5th 1907.

Notary Public.

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

By Walter B. Buchanan Deputy. Walter B. Buchanan Recorder.

Remarks:

WARRANTY DEED Exhibit A - Page 7

Olive B. Buck, single

and

Mary B. Buck, single

TO

The City of Moberly

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

Description:

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

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

NO.

RANDOLPH COUNTY ABSTRACT COMPANY

QUIT CLAIM DEED

Winslow Buck

and

single

TO

The City of Moberly

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

Description:

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

Bk 86 p 21

WARRANTY DEED—With Statutory Acknowledgments.

This Indenture, Made on the 14th day of February, A. D. One Thousand Nine Hundred and eighth by and between The Little & Hudson Brick Company a Corporation of Randolph County, Missouri, part 4 of the first part, and City of Maple, Missouri, as Municipal Corporation of the County of Randolph in the State of Missouri, party of the second part,

WITNESSETH, That the said part 1 of the first part, in consideration of the sum of _____ Dollars, to it paid by the said part 2 of the second part, the receipt of which is hereby acknowledged, do _____ by these presents Grant, Bargain and Sell, Convey and Confirm, unto the said part 2 of the second part, _____ heirs and assigns, the following described Lots, Tracts or Parcels of Land, lying, being and situated in the County of Randolph and State of Missouri, to-wit:

Thirty two (32) acres being all of forty (40) acres except a strip of equal width running North & South off of the west side of said forty (40) acres which said forty (40) acres is divided as beginning Section 16 feet north of the southeast corner of Section thirty four (34) Town Ship Eighty four (54) Range Twenty (44) thence North Western Boundary 8 1/2 hundredths (17 1/2) Chains, thence West ten (10) Acres, thence North, thence North twelve (12) chains to south side of the Northwest corner road being Fifty (50) feet from right of way of Nabash R.R. thence South Sixty (60) degrees west with said road five (5) hundred and thirty (30) Chains, thence South thirty two (32) eight hundredths (32 1/2) Chains thence South twenty (20) degrees East four (4) hundred and thirty three (33) Chains, thence South eighty (80) and five (5) thirty hundredths (80 1/2) Chains thence North Seventy five (75) degrees East two (2) eighty hundredths (28 1/2) Chains, thence North fifty five (55) degrees East one (1) and fifteen hundredths (1 1/5) Chains, thence North twenty (20) degrees East three (3) hundred and thirty (33) Chains thence East one (1) and eighty four (84) hundredths Chains to beginning, said forty (40) acre tract being five and forty (54) hundredths (54 1/2) acres part of the N E 1/4 of Sec 4, E 1/2 of T 34, S 1/2 of R 14 and four (4) thirty seven (37) acres in the North part of the N E 1/4 of the N E 1/4 of Section 3, Township 33, Range 14.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said part 2 of the second part, and unto heirs and assigns, Forever; the said The Little & Hudson Brick Company hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear of any incumbrances done or suffered by it or those under whom it claims it, and that it will Warrant and Defend the title to the said premises unto the said part 2 of the second part, and unto heirs and assigns, Forever, against the lawful claims and demands of all persons whatsoever.

IN WITNESS WHEREOF, The said part 1 of the first part has hereunto set its hand and seal, the day and year first above written, by causing its President & Secretary to affix their hands &c.
Signed, Sealed and Delivered in Presence of us:
{LS}
The Little & Hudson Brick Co.
By Frank J. Little, President
Attest: Frank J. Little, Secretary

STATE OF MISSOURI,
County of Randolph, ss. On this 14th day of February, 1908, before me personally appeared _____ known to me to be the person whose name and true name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and that the said instrument contains his free act and deed.
In testimony whereof, I have hereunto set my hand and affixed my official seal, at my office in the County of _____ and State of Missouri, this 14th day of February, 1908.
J. C. Cross
Notary Public.
My term expires June 15th 1908.

STATE OF MISSOURI,
County of _____, ss. On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed. And the said _____ further declared _____ to be single and unmarried.
In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in _____ the day and year first above written.
My term of office as a Notary Public will expire _____ 19____. _____ Notary Public.

The foregoing Deed was filed for record in this office on the 5th day of Feb, A. D. 1908, at 9 o'clock 45 minutes A.M.
By _____ Deputy.
Remarks:

Exhibit A - Page 9

Book 84 pg 55

No. 2012 WARRANTY DEED- With Statutory Acknowledgments

This Indenture, Made on the 19th day of June 1907 A. D. One Thousand Nine Hundred and seven by and between Petty J. Redford widow Atha B. Redford singly and Allie E. Soats of the County of Jefferson State of Missouri and The City of Moberly a Municipal Corporation of the County of Jefferson State of Missouri part 1 of the Second Part:

WITNESSETH That of said parties of the First Part, in consideration of the sum of Two thousand nine hundred and ninety one DOLLARS, to them paid by the said part 2 of the Second Part, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain and Sell Convey and Confirm unto the said part 2 of the Second Part Thenceforward and assigns, the following described Lots, Tracts or Parcels of Land, lying, being and situated in the County of Jefferson and State of Missouri, to-wit:

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

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the Rights, Privileges, Appurtenances and Immunities thereto belonging or in anywise appertaining, unto the said party 2 of the Second Part, and their heirs and assigns, Forever; the said first parties hereby covenanting that they are lawfully seized of an indefeasible Estate in Fee in the premises hereto conveyed; that they have good right to convey the same; that the said premises are free and clear of any incumbrances done or suffered by them or those from whom they claim; and that they will Warrant and Defend the title to the said premises unto the said part 2 of the Second Part, and unto their heirs and assigns, Forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said parties 1 of the First Part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of Us:

Petty J. Redford 322
Atha B. Redford 322
Allie E. Soats 322
Lenox J. Soats 322

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

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

My Commission as a Notary Public will expire on the 11th day of July 1908.

STATE OF Missouri)
County of Jefferson) ss. ON THIS 19th day of June A.D. 1907, before me personally appeared Petty J. Redford 322
Atha B. Redford 322

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

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

My Commission as a Notary Public will expire on the 11th day of July 1908.

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

By Lenox J. Soats Deputy. Hugh Hinton Recorder.

Remarks:

BOOK 13
581/582

Exhibit A - Page 10

and was just above written.
L.S.

Phillip C. Kirby, Notary Public

Trustee Sale.

Whereas John Sutliff and Amanda L. Sutliff his wife by their certain deed of trust dated August 15th 1867 and recorded in the Records office of Randolph County in mortgage Book No 3 page 142 conveyed to the undersigned trustee the following described real estate lying and being in Randolph County, State of Missouri to wit: 49 acres part of south east quarter of section 25, township fifty three range sixteen and known as Hattie Mill tract; Also the North east quarter of section 36, township 53 range sixteen containing in all 209 acres more or less and being all the lands bought by John Sutliff of M.T. Linn and also the following described lands to wit: The east half of south west quarter section 25, township 53 range 16 and East half of South east quarter section 24 township 53 range 16 which said conveyance was in trust to secure to payment of a certain promissory note in said deed mentioned; and whereas the said note is now due and with the interest unpaid. Now therefore at the request of the legal holder of said note and in pursuance of the provisions of said deed of trust I will on Wednesday February 26 1880 at the Court House door in Hannibal Mo between the hours of 9 o'clock in the forenoon and 5 o'clock in the afternoon of that day sell said property for cash in hand to the highest bidder at auction for the purpose of paying said note and expenses of this sale.

H. R. Samuel Trustee

State of Missouri }
County of Randolph }

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

Thomas M. Edmon Publisher

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

L.S.

Oliver H. Staller, Notary Public

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

C. H. Monroe Recorder

by L. C. Arnold & Co.

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

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

Geo L. Hazzett

seal

State of Missouri }
County of Randolph }

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

30th 1881

S. L.

H. J. D. Ollie, Notary Public

Filed for record February 27th at 9 A.M. to H. J. D. Ollie, Notary Public
S. C. Arnold, Deputy

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

A. J. Baker

Jennie E. Baker

seal

seal

State of Missouri }
County of Randolph }

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

Exhibit A - Page 12

NO.

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

Description:

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

Moberly Message Litho

EXHIBIT B

AREA MAINTENANCE STANDARDS

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

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

City of Moberly

City Council Agenda Summary

Agenda Number: #7.
 Department: Purch. & Personnel
 Date: June 6, 2022

Agenda Item: A Resolution Recording the Destruction of Certain Local Government Records.

Summary: The City of Moberly's Purchasing and Personnel Department has determined certain records no longer have administrative, legal, fiscal, research or historical value and these records are listed in the Missouri Records Manual and the minimum retention period has been exceeded. It is recommended that the City Council adopt the resolution to allow staff to commence with the destruction per established guidelines.

Recommended

Action: Approve the resolution and direct staff to proceed with destruction of records.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Kyser** _____

M___ S___ **Lucas** _____

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION RECORDING THE DESTRUCTION OF CERTAIN LOCAL GOVERNMENT RECORDS.

WHEREAS, Section 109.255 RSMo. authorizes the Local Records Board to establish minimum retention periods for local government records; and

WHEREAS, the following records have reached their minimum retention period and may be legally destroyed: See the attached Purchasing and Personnel records list; and

WHEREAS, the listed records shall be destroyed by shredding.

NOW, THEREFORE, the destruction of said records is hereby authorized and approved in all respects.

RESOLVED this 6th day of June 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk

Exhibit A

Employment Recruitment and Selection Records: GS 062

City of Moberly, Missouri

(This form documents the destruction of Employment and Selection Records GS 062 in accordance with the State of Missouri Records Retention Schedule).
Minimum Retention: Retain unsuccessful applications 1yr. after position filled or recruitment canceled. Approval date, August 24, 2004.

<u>Description</u>	<u>Date Range</u>	<u># of Apps.</u>
<u>Employee Applications & Resumes</u>	2018-2019	57

Please see the following attachment for description detail.

<u>Jackie Robinson, Administrative Assistant</u>	<u>Date of destruction</u>
	05-11-2022

GS 062*Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Employment Recruitment and Selection Records**

Employee Application Files; Applications for Employment

Documents the recruitment and selection of employees. Records may also document the recruitment and selection of contracted service providers such as attorneys, auditors, insurance agents, consultants, and others.

Records may include but are not limited to job announcements and descriptions, applicant lists, applications and resumes, position advertisement records, civil service and other examination records, classification specifications, affirmative action records, interview questions, interview and application scoring notes, applicant background investigation information, letters of reference, civil service records, position authorization forms, certifications of eligible applicants, recruitment summary records (job announcement, position description, documentation relating to the announcement and test, and test items and ratings levels), and related correspondence and documentation.

Retain announcement records, position description, and test and rating records 3 years; Retain unsolicited applications and resumes 6 months if not returned to the solicitor; Retain unsuccessful applications, background checks and other records 1 year after position filled or recruitment canceled.

Destroy securely.

See also: Employee Personnel Records and Employment Eligibility Verification Forms (I-9).
August 24, 2004**GS 063***Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Position Description, Classification, and Compensation Records**

Records document the description, classification, and compensation of jobs and positions.

Usually includes details of duties and responsibilities of each position, time percentage breakdowns of tasks, skills and abilities needed for each position, and related records documenting the development, modification, or redefinition of each job or position. Records often include reports, position descriptions, position evaluations, compensation studies, wage determination surveys, job analyses, interview data, selection criteria, authorizations, agreements, and related records.

3 years after obsolete or superseded

Destroy

August 24, 2004

GS 064*Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Training Records**

Training Materials; Training Program Records

All records associated with or documenting the job-related instruction of employees/officials for job proficiency, enhancement or for the promotion of skill attainment or improvement.

1) Training materials may include, but are not limited to: course descriptions, manuals, textbooks, worksheets, handouts, films, videos, and course outlines. 2) Program records may include but are not limited to: instructor roster and certifications, planning and development documentation, class enrollment and attendance records, and course evaluations. 3) Individual Employee/Official Training Records may include, but are not limited to: name of employee, social security number, date attended, course title, agency or educational institution, hours of credit, test scores, final grades, certificates of training.

1) Training materials, retain one copy until superseded; 2) Program materials, retain 3 years; 3) Individual Employee/Official Training Records, retain 5 years after termination of employment any records not transferred to the employee/official's master Personnel Record

Destroy

Administrators must determine which Individual Employee/Official Training Records should be included in the Employee Personnel Records (GS 026)

August 24, 2005; Revised August 20, 2013

Exhibit A

Drug Testing Records: GS 043

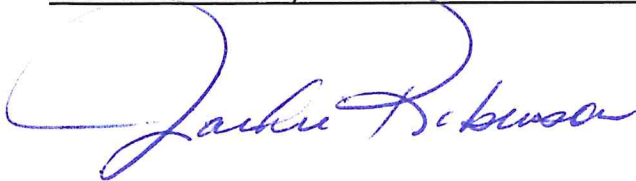
City of Moberly, Missouri

(This form documents the destruction of Drug Testing Records GS 043 in accordance with the State of Missouri Records Retention Schedule). Minimum Retention: Retain negative test results 1yr. Approval date, August 19, 2003; Updated August 21,2019

<u>Description</u>	<u>Date Range</u>	<u># of Apps.</u>
Drug Testing Records	2019-2020	8 Qtrs

Please see the following attachment for description detail.

Jackie Robinson, Administrative Assistant



Date of destruction

05-17-2022

GS 041*Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Volunteer Program Records**

Documents the activities and administration of volunteer programs. Used for program planning. May include volunteer hour statistics, volunteer program publicity records, insurance requirement information, inactive volunteer files, and related records.

5 years

Destroy

For records related to individual volunteers, see Volunteer Worker Records.

August 19, 2003

GS 042*Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Volunteer Worker Records**

Documents work performed by citizens without compensation for their services.

May include agreements, applications, skills test results, training documentation, tasks assigned and monitoring records, and related information.

3 years after separation

Destroy securely

August 19, 2003

GS 043*Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Drug Testing Records**

Drug screening records

Documents the testing of current and prospective employees for controlled substances prohibited by policy, procedure, or statute.

Records may include but are not limited to the documentation of test results, the collection process, the random sample process, and those documenting the decision to administer reasonable suspicion drug testing.

Retain positive test results 5 years. Retain negative test results 1 year. See Note.

Destroy securely

If filed with Employee Medical Records, retain 7 years after separation. For USDOT drug testing requirements, see Multimodal and Transit Records Retention Schedule

August 19, 2003; Updated August 21, 2019

GS 061*Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Employment Grievance and Complaint Records**

Grievance Record

Grievances or complaints filed by current employees, terminated employees, applicants, or private citizens regarding employment practices. Often relates to interpretations and alleged violations of employment contracts.

May include complaints, investigation records, interview and hearing reports, arbitrator's findings and decisions, tape recordings and related records.

5 years after final disposition

Destroy securely

May be filed with employee's personnel records.

August 24, 2004

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#8.

Department: Administration

Date: June 6, 2022

Agenda Item: A Resolution Accepting Permanent Sewer Easements From Various Owners For The Route JJ Regional Sewer Project.

Summary: The city is working on a grant project to connect three permitted sewer system facilities to the city's sewer system. This project is funded primarily through a grant with DNR. Due to the congestion in the Route JJ ROW, the city is asking residents along the project route to grant the city an easement for the new 4 inch force-main that will be required in a corridor adjacent to the Route JJ ROW. A handful of residents have already executed their easement on their property and the city will need to officially accept these easements from the property owner. This action will officially accept the easements. The addresses of the properties currently granting the easements are:

Highway JJ	07-8.0-34.0-0.0-000-030.000	Smith, Brandon and Ariel
2188 HIGHWAY JJ	07-8.0-34.0-0.0-000-028.000	Jacschic Property Management LLC
2340 HIGHWAY JJ	07-8.0-34.0-0.0-000-030.003	Staiger, Charles & Kim
2560 HIGHWAY JJ	07-8.0-34.0-0.0-000-031.000	Houston, Joye D
3758 HIGHWAY JJ	07-9.0-32.0-0.0-000-022.001	McCormick, Dustin S & Sherri L
3658 HIGHWAY JJ	07-9.0-32.0-0.0-000-022.000	McCormick, Dustin S & Sherri L
3896 HIGHWAY JJ	07-9.0-32.0-0.0-000-020.000	Palmatory, Georgie L & Martha S
3962 HIGHWAY JJ	07-9.0-32.0-0.0-000-017.000	Bothell, Deborah L
4058 HIGHWAY JJ	07-9.0-32.0-0.0-000-015.000	A & S Transport LLC
4360 HIGHWAY JJ	07-9.0-32.0-0.0-000-011.001	Hayes, Robert J. & Alice D
4760 HIGHWAY JJ	07-9.0-32.0-0.0-000-007.000	Moberly MO MHP, LLC

Recommended Action Approve this resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey**

Council Member

M___ S___ **Brubaker**

M___ S___ **Kimmons**

M___ S___ **Kyser**

M___ S___ **Lucas**

Passed

Failed

BILL NO. _____

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING PERMANENT SEWER EASEMENTS FROM
VARIOUS OWNERS FOR THE ROUTE JJ REGIONAL SEWER PROJECT.**

WHEREAS, the City is acquiring sewer easements from property owners along the path of the Route JJ Regional Sewer Project; and

WHEREAS, the following persons have voluntarily provided sewer easements to the City for this purpose: JACSHIC Property Management, LLC., Joye D. Houston, Georgie L & Martha S. Palmatory, Deborah L. Bothell, A&S Transportation, LLC., Robert J & Alice D Hayes, Moberly MO MHP LLC., Charles & Kim Staiger, Brandon and Ariel Smith, and two easements with Dustin S. & Sherri L. McCormick; and

WHEREAS, attached hereto are the executed Permanent Sewer Easements from the above-named parties which City Staff recommends be accepted by the City Council.

NOW, THEREFORE, the City Council of the City of Moberly hereby accepts the attached easements from the parties identified herein and further authorizes the Mayor and City Manager to take such other and further action to accomplish the purposes of this Resolution.

RESOLVED this 6th day of June 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk

-
1. **Title:** PERMANENT SEWER EASEMENT

 2. **Date:** 5/12/2022

 3. **Grantor:** MOBERLY MO MHP, LLC

 4. **Grantee:** City of Moberly, Missouri

 5. **Mailing Address of Grantee:** 101 West Reed Street, Moberly, MO 65270

 6. **Legal Description:**

A STRIP OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 850, PAGE 295 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT AT THE SOUTH RIGHT OF WAY LINE OF SAID ROUTE JJ, SAID STRIP BEING 15.00 FEET SOUTH OF AND ADJACENT TO THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ DESCRIBED AS FOLLOWS, N 74°47'00"W,

147.90 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, SAID STRIP BEING 10.00 FEET WIDE AND LYING 5 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE, S 9°18'05"W, 282.43 FEET; THENCE S 17°05'55"W, 134.40 FEET; THENCE S 0°51'50"W, 383.93 FEET; THENCE S 68°52'00"W, 33.72 FEET; THENCE SAID STRIP WIDENING TO 50.00 FEET WIDE AND LYING 25 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE AND CONTINUING S 68°52'00"W, 50.00 FEET TO THE END OF THIS DESCRIBED CENTERLINE. THIS STRIP CONTAINS APPROXIMATELY 13,000 SQUARE FEET.

PERMANENT SEWER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Moberly MO MHP, LLC, hereinafter called the Grantor, for and in consideration of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the City of Moberly, Missouri, a municipal corporation of the State of Missouri, hereafter called Grantee, a permanent easement or right of way for the location, construction, reconstruction, maintenance, removal, operation and repair of a sewer line or forcemain extension, and any and all appurtenances incidental thereto on, over, under and through the following described tract of land lying, being and situated in the City of Moberly, Randolph County, Missouri, to-wit:

A STRIP OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 850, PAGE 295 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT AT THE SOUTH RIGHT OF WAY LINE OF SAID ROUTE JJ, SAID STRIP BEING 15.00 FEET SOUTH OF AND ADJACENT TO THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ DESCRIBED AS FOLLOWS, N 74°47'00"W, 147.90 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, SAID STRIP BEING 10.00 FEET WIDE AND LYING 5 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE, S 9°18'05"W, 282.43 FEET; THENCE S 17°05'55"W, 134.40 FEET; THENCE S 0°51'50"W, 383.93 FEET; THENCE S 68°52'00"W, 33.72 FEET; THENCE SAID STRIP WIDENING TO 50.00 FEET WIDE AND LYING 25 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE AND CONTINUING S 68°52'00"W, 50.00 FEET TO THE END OF THIS DESCRIBED CENTERLINE. THIS STRIP CONTAINS APPROXIMATELY 13,000 SQUARE FEET.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the Grantee, its successors and assigns for so long as said use shall continue, the Grantor hereby covenanting for its heirs and successors and assigns unto the Grantee, its successors and assigns the following:


- 1. Said easement will be kept free from buildings and any other structures or obstructions which will interfere with the Grantee in using said land for the purpose of erecting, constructing, reconstructing, operating, repairing, and maintaining said sewer line or forcemain extension and appurtenances.
- 2. The right of Grantee, its agents, servants, employees, or independent contractor to go upon said land, and so much of the Grantor’s adjoining land as may be reasonably necessary, at any time for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said sewer line or forcemain extension and all appurtenances incidental thereto.
- 3. That Grantor is lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by them which would interfere with the rights granted hereunder; and that they will forever warrant and defend the title thereto against the lawful claims of all affecting the right and easement granted hereunder.
- 4. Grantee may exercise the rights granted under this instrument so long as Grantee utilizes the real estate above described for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing or maintaining said sewer line and once Grantee ceases such use this Easement shall terminate.

IN WITNESS WHEREOF, said Grantor does hereunder set his hand and subscribe his name to the foregoing, this 12th day of May, 2022.

CITY OF MOBERLY, MISSOURI, Grantee

Moberly MO MHP, LLC, Grantors

By: _____
Brian Crane, City Manager

By:  _____
ANDREW LANDIE, President

ATTEST: _____
Shannon Hance, City Clerk

ATTEST: _____
_____, Secretary

GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI)
)
COUNTY OF RANDOLPH)

On this 12th day of May, 2022, before me, the undersigned Notary Public, personally appeared ANDREW LANOIE, to me personally known, who by me being duly sworn, did say that he/she is the President of Moberly MO MHP, LLC, a Missouri Corporation and that said instrument was signed by his/her upon authority given her by said corporation and acknowledged that he/she executed the same as his/her free act and deed.

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

Laurie Renee Sojak
Notary Public

My commission expires June 28, 2024



GRANTEE'S ACKNOWLEDGMENT

STATE OF MISSOURI)
)
COUNTY OF RANDOLPH)

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Brian Crane, to me personally known, who being by me duly sworn, did say he is the City Manager of the City of Moberly, Missouri, a municipal corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and the said Brian Crane acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Randolph County, Missouri, the day and year last above written.

Notary Public

My commission expires: _____

-
1. Title: PERMANENT SEWER EASEMENT
 2. Date: 5-23-22
 3. Grantor: A & S Transport, LLC
 4. Grantee: City of Moberly, Missouri
 5. Mailing Address of Grantee: 101 West Reed Street, Moberly, MO 65270
 6. Legal Description:

A STRIP OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 925, PAGE 970 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 16.00 FEET OF THE ABOVE-DESCRIBED TRACT, SAID STRIP BEING 16.00 FEET PARALLEL AND ADJACENT TO THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ. THIS STRIP CONTAINS APPROXIMATELY 2,075 SQUARE FEET.

PERMANENT SEWER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

8518.72 = per ft this letter. 80

THAT, A & S Transport, LLC, hereinafter called the Grantor, for and in consideration of **one dollar** and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the City of Moberly, Missouri, a municipal corporation of the State of Missouri, hereafter called Grantee, a permanent easement or right of way for the location, construction, reconstruction, maintenance, removal, operation and repair of a sewer line or forcemain extension, and any and all appurtenances incidental thereto on, over, under and through the following described tract of land lying, being and situated in the City of Moberly, Randolph County, Missouri, to-wit:

A STRIP OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 925, PAGE 970 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 16.00 FEET OF THE ABOVE-DESCRIBED TRACT, SAID STRIP BEING 16.00 FEET PARALLEL AND ADJACENT TO THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ. THIS STRIP CONTAINS APPROXIMATELY 2,075 SQUARE FEET.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the Grantee, its successors and assigns for so long as said use shall continue, the Grantor hereby covenanting for its heirs and successors and assigns unto the Grantee, its successors and assigns the following:

1. Said easement will be kept free from buildings and any other structures or obstructions which will interfere with the Grantee in using said land for the purpose of erecting, constructing, reconstructing, operating, repairing, and maintaining said sewer line or forcemain extension and appurtenances.
2. The right of Grantee, its agents, servants, employees, or independent contractor to go upon said land, and so much of the Grantor's adjoining land as may be reasonably necessary, at any time for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said sewer line or forcemain extension and all appurtenances incidental thereto.
3. That Grantor is lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by them which would interfere with the rights granted hereunder; and that they will forever warrant and defend the title thereto against the lawful claims of all affecting the right and easement granted hereunder.

4. Grantee may exercise the rights granted under this instrument so long as Grantee utilizes the real estate above described for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing or maintaining said sewer line and once Grantee ceases such use this Easement shall terminate.

IN WITNESS WHEREOF, said Grantor does hereunder set his hand and subscribe his name to the foregoing, this 23 day of may, 2022.

CITY OF MOBERLY, MISSOURI, Grantee

A & S Transport, LLC, Grantors

By: _____
Brian Crane, City Manager

By: Thomas W Smith
Thomas W Smith, President

ATTEST: _____
Shannon Hance, City Clerk

ATTEST: Carla Beal
Carla Beal, Secretary

GRANTOR’S ACKNOWLEDGMENT

STATE OF MISSOURI)
)
COUNTY OF RANDOLPH)

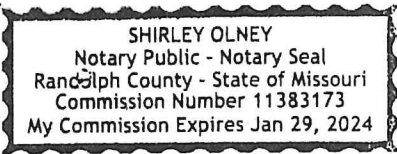
On this 23 day of may, 2022, before me, the undersigned Notary Public, personally appeared Thomas Smith, to me personally known, who by me being duly sworn, did say that she/he is the President of A & S Transport, LLC, a Missouri Corporation and that said instrument was signed by her/him upon authority given her/him by said corporation and acknowledged that she/he executed the same as her/his free act and deed.

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

Shirley Olney

Notary Public

My commission expires Jan 29, 2024



GRANTEE’S ACKNOWLEDGMENT

STATE OF MISSOURI)
)
COUNTY OF RANDOLPH)

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Brian Crane, to me personally known, who being by me duly sworn, did say he is the City Manager of the City of Moberly, Missouri, a municipal corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and the said Brian Crane acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Randolph County, Missouri, the day and year last above written.

Notary Public

My commission expires:_____

-
1. Title: PERMANENT SEWER EASEMENT
 2. Date: 5-19-22
 3. Grantor: Robert J. Hayes and Alice D. Hayes, Husband and Wife
Deceased
 4. Grantee: City of Moberly, Missouri
 5. Mailing Address of Grantee: 101 West Reed Street, Moberly, MO 65270
 6. Legal Description:

A STRIP OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 376, PAGE 12 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORHTEAST CORNER OF SAID TRACT ON THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ AND WITH SAID RIGHT OF WAY LINE, SAID STRIP BEING 15.00 FEET WIDE AND LYING LEFT OF AND ADJACENT TO THE FOLLOWING DESCRIBE LINE,

N 59°43'35"W, 55.03 FEET TO A POINT 60 FEET RIGHT OF CENTERLINE P.T. STATION 142+55.8 OF SAID STATE ROUTE JJ; THENCE CONTINUING WITH SAID RIGHT OF WAY LINE, SAID STRIP WIDENING TO 20.00 FEET LEFT OF AND ADJACENT TO THE FOLLOWING DESCRIBED LINE, 167.57 FEET ALONG A 2804.90-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD N 61°26'15"W, 167.55 FEET TO THE WEST LINE OF SAID TRACT AND THE END OF THIS DESCRIBED LINE. THIS STRIP CONTAINS APPROXIMATELY 4,090 SQUARE FEET.

PERMANENT SEWER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Robert J. Hayes and Alice D. Hayes, husband and wife, hereinafter called the Grantor, for and in consideration of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the City of Moberly, Missouri, a municipal corporation of the State of Missouri, hereafter called Grantee, a permanent easement or right of way for the location, construction, reconstruction, maintenance, removal, operation and repair of a sewer line or forcemain extension, and any and all appurtenances incidental thereto on, over, under and through the following described tract of land lying, being and situated in the City of Moberly, Randolph County, Missouri, to-wit:

A STRIP OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 376, PAGE 12 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORHTEAST CORNER OF SAID TRACT ON THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ AND WITH SAID RIGHT OF WAY LINE, SAID STRIP BEING 15.00 FEET WIDE AND LYING LEFT OF AND ADJACENT TO THE FOLLOWING DESCRIBE LINE, N 59°43'35"W, 55.03 FEET TO A POINT 60 FEET RIGHT OF CENTERLINE P.T. STATION 142+55.8 OF SAID STATE ROUTE JJ; THENCE CONTINUING WITH SAID RIGHT OF WAY LINE, SAID STRIP WIDENING TO 20.00 FEET LEFT OF AND ADJACENT TO THE FOLLOWING DESCRIBED LINE, 167.57 FEET ALONG A 2804.90-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD N 61°26'15"W, 167.55 FEET TO THE WEST LINE OF SAID TRACT AND THE END OF THIS DESCRIBED LINE. THIS STRIP CONTAINS APPROXIMATELY 4,090 SQUARE FEET.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the Grantee, its successors and assigns for so long as said use shall continue, the Grantor hereby covenanting for its heirs and successors and assigns unto the Grantee, its successors and assigns the following:

1. Said easement will be kept free from buildings and any other structures or obstructions which will interfere with the Grantee in using said land for the purpose of erecting, constructing, reconstructing, operating, repairing, and maintaining said sewer line or forcemain extension and appurtenances.
2. The right of Grantee, its agents, servants, employees, or independent contractor to go upon said land, and so much of the Grantor's adjoining land as may be reasonably necessary, at any time for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said sewer line or forcemain extension and all appurtenances incidental thereto.
3. That Grantor is lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by them which would interfere with the rights granted hereunder; and that they will forever warrant and defend the title thereto against the lawful claims of all affecting the right and easement granted hereunder.
4. Grantee may exercise the rights granted under this instrument so long as Grantee utilizes the real estate above described for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing or maintaining said sewer line and once Grantee ceases such use this Easement shall terminate.

IN WITNESS WHEREOF, said Grantor does hereunder set his hand and subscribe his name to the foregoing, this 19 day of May, 2022.

CITY OF MOBERLY, MISSOURI, Grantee

Grantors

By: _____
Brian Crane, City Manager

By: Deceased RH
Robert J. Hayes, Grantor

ATTEST: _____
Shannon Hance, City Clerk


By: Alice D. Hayes
Alice D. Hayes, Grantor

GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI)
)
COUNTY OF RANDOLPH)

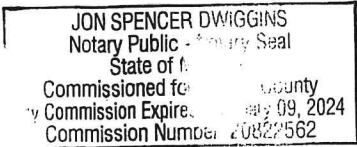
On this 19th day of May, 2022, before me, before me, the undersigned Notary Public, personally appeared Robert J. Hayes and Alice D. Hayes, to me personally known, who by me being duly sworn, did say that they are man and wife, and that said instrument was signed by them upon and acknowledged that they executed the same as their free act and deed.

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



Notary Public

My commission expires 2-9 2024



GRANTEE’S ACKNOWLEDGMENT

STATE OF MISSOURI)
)
COUNTY OF RANDOLPH)

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Brian Crane, to me personally known, who being by me duly sworn, did say he is the City Manager of the City of Moberly, Missouri, a municipal corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and the said Brian Crane acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Randolph County, Missouri, the day and year last above written.

Notary Public

My commission expires: _____

-
1. Title: PERMANENT SEWER EASEMENT
 2. Date: 3-8-22
 3. Grantor: Dustin McCormick and Sherri McCormick, Husband and Wife
 4. Grantee: City of Moberly, Missouri
 5. Mailing Address of Grantee: 101 West Reed Street, Moberly, MO 65270
 6. Legal Description:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION, 32 TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF TRACT 1 OF THE SURVEY RECORDED IN BOOX 420A, PAGE 1 AND THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 924, PAGE 506 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ A THE NORTHEAST CORNER OF SAID TRACT 1 AND WITH THE EAST LINE OF SAID TRACT 1, S 11° 58' 20" E, 20.59 FEET; THENCE LEAVING SAID

EAST LINE, N 87° 14' 25" w, 217.85 FEET; THENCE N 78° 24' 00" w, 126.49 FEET TO THE WEST LINE OF SAID SURVEY; THEN C WITH SAID WEST LINE N 2° 50' 55" E, 22.22 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID STATE ROUTE JJ; THENCE WITH SAID SOUTH RIGHT OF WAY LINE, 338.63 FEET ALONG A 2131.13- FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A CHORD S 83° 33' 20" E, 338.27 FEET TO THE POINT OF BEGINNING AND CONTAINING 7,715 SQUARE FEET.

PERMANENT SEWER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Dustin McCormick and Sherri McCormick, husband and wife, hereinafter called the Grantor, for and in consideration of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the City of Moberly, Missouri, a municipal corporation of the State of Missouri, hereafter called Grantee, a permanent easement or right of way for the location, construction, reconstruction, maintenance, removal, operation and repair of a sewer line or forcemain extension, and any and all appurtenances incidental thereto on, over, under and through the following described tract of land lying, being and situated in the City of Moberly, Randolph County, Missouri, to-wit:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION, 32 TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF TRACT 1 OF THE SURVEY RECORDED IN BOOX 420A, PAGE 1 AND THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 924, PAGE 506 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ A THE NORTHEAST CORNER OF SAID TRACT 1 AND WITH THE EAST LINE OF SAID TRACT 1, S 11° 58' 20" E, 20.59 FEET; THENCE LEAVING SAID EAST LINE, N 87° 14' 25" w, 217.85 FEET; THENCE N 78° 24' 00" w, 126.49 FEET TO THE WEST LINE OF SAID SURVEY; THEN C WITH SAID WEST LINE N 2° 50' 55" E, 22.22 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID STATE ROUTE JJ; THENCE WITH SAID SOUTH RIGHT OF WAY LINE, 338.63 FEET ALONG A 2131.13- FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A CHORD S 83° 33' 20" E, 338.27 FEET TO THE POINT OF BEGINNING AND CONTAINING 7,715 SQUARE FEET.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the Grantee, its successors and assigns for so long as said use shall continue, the Grantor hereby covenanting for its heirs and successors and assigns unto the Grantee, its successors and assigns the following:

1. Said easement will be kept free from buildings and any other structures or obstructions which will interfere with the Grantee in using said land for the purpose of erecting, constructing,

reconstructing, operating, repairing, and maintaining said sewer line or forcemain extension and appurtenances.

2. The right of Grantee, its agents, servants, employees, or independent contractor to go upon said land, and so much of the Grantor’s adjoining land as may be reasonably necessary, at any time for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said sewer line or forcemain extension and all appurtenances incidental thereto.

3. That Grantor is lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by them which would interfere with the rights granted hereunder; and that they will forever warrant and defend the title thereto against the lawful claims of all affecting the right and easement granted hereunder.

4. Grantee may exercise the rights granted under this instrument so long as Grantee utilizes the real estate above described for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing or maintaining said sewer line and once Grantee ceases such use this Easement shall terminate.

IN WITNESS WHEREOF, said Grantor does hereunder set his hand and subscribe his name to the foregoing, this 8 day of March, 2022.

CITY OF MOBERLY, MISSOURI, Grantee

Grantors

By: _____
Brian Crane, City Manager

By: Dustin McCormick
Dustin McCormick, Grantor

ATTEST: _____
Shannon Hance, City Clerk

By: Sherri McCormick
Sherri McCormick, Grantor

GRANTOR’S ACKNOWLEDGMENT

STATE OF MISSOURI)
)
COUNTY OF RANDOLPH)

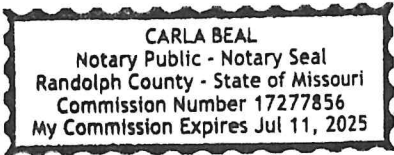
On this 8 day of March, 2022, before me, the undersigned Notary Public, personally appeared Dustin McCormick and Sherri McCormick, to me personally known, who by me being duly sworn, say that they are man and wife, and that said instrument was signed by them and upon and acknowledged that they executed the same as their free act and deed.

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

Carla Beal

Notary Public

My commission expires July 11, 2025



GRANTEE’S ACKNOWLEDGMENT

STATE OF MISSOURI)
)
COUNTY OF RANDOLPH)

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Brian Crane, to me personally known, who being by me duly sworn, did say he is the City Manager of the City of Moberly, Missouri, a municipal corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and the said Brian Crane acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Randolph County, Missouri, the day and year last above written.

Notary Public

My commission expires: _____

-
1. **Title:** PERMANENT SEWER EASEMENT

 2. **Date:** 4-21-22

 3. **Grantor:** (Georgie L. Palmatory) and Martha S. Palmatory, Husband and Wife
 (Deceased)
 10-8-21

 4. **Grantee:** City of Moberly, Missouri

 5. **Mailing Address of Grantee:** 101 West Reed Street, Moberly, MO 65270

 6. **Legal Description:**

A STRIP OF LAND LOCATED IN THE EAST HALF OF SECTION 32, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 722, PAGE 295 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 18.00 FEET OF THE ABOVE-DESCRIBED TRACT, SAID STRIP BEING 18.00 FEET PARALLEL AND ADJACENT TO THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ. THIS STRIP CONTAINS APPROXIMATELY 7,660 SQUARE FEET.

PERMANENT SEWER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

7660
59 ft
0.25 =
\$1915.⁰⁰
SDW

THAT, Georgie L. Palmatory and Martha S. Palmatory, husband and wife, hereinafter called the Grantor, for and in consideration of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the City of Moberly, Missouri, a municipal corporation of the State of Missouri, hereafter called Grantee, a permanent easement or right of way for the location, construction, reconstruction, maintenance, removal, operation and repair of a sewer line or forcemain extension, and any and all appurtenances incidental thereto on, over, under and through the following described tract of land lying, being and situated in the City of Moberly, Randolph County, Missouri, to-wit:

A STRIP OF LAND LOCATED IN THE EAST HALF OF SECTION 32, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 722, PAGE 295 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 18.00 FEET OF THE ABOVE-DESCRIBED TRACT, SAID STRIP BEING 18.00 FEET PARALLEL AND ADJACENT TO THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ. THIS STRIP CONTAINS APPROXIMATELY 7,660 SQUARE FEET.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the Grantee, its successors and assigns for so long as said use shall continue, the Grantor hereby covenanting for its heirs and successors and assigns unto the Grantee, its successors and assigns the following:

1. Said easement will be kept free from buildings and any other structures or obstructions which will interfere with the Grantee in using said land for the purpose of erecting, constructing, reconstructing, operating, repairing, and maintaining said sewer line or forcemain extension and appurtenances.
2. The right of Grantee, its agents, servants, employees, or independent contractor to go upon said land, and so much of the Grantor's adjoining land as may be reasonably necessary, at any time for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said sewer line or forcemain extension and all appurtenances incidental thereto.
3. That Grantor is lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by them which would interfere with the rights granted hereunder; and that they will forever warrant and defend the title thereto against the lawful claims of all affecting the right and easement granted hereunder.

4. Grantee may exercise the rights granted under this instrument so long as Grantee utilizes the real estate above described for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing or maintaining said sewer line and once Grantee ceases such use this Easement shall terminate.

IN WITNESS WHEREOF, said Grantor does hereunder set his hand and subscribe his name to the foregoing, this ____ day of _____, 2022.

CITY OF MOBERLY, MISSOURI, Grantee Grantors

By: _____
Brian Crane, City Manager

By: _____
Georgie L. Palmatory, Grantor

ATTEST: _____
Shannon Hance, City Clerk

By: Martha S. Palmatory
Martha S. Palmatory, Grantor

GRANTOR'S ACKNOWLEDGMENT

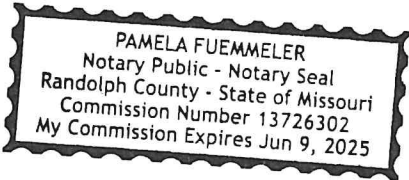
STATE OF MISSOURI)
COUNTY OF RANDOLPH)

On this 27 day of April, 2022, before me, the undersigned Notary Public, personally appeared Georgie L. Palmatory and Martha S. Palmatory, to me personally known, who by me being duly sworn, did say that they are man and wife and that said instrument was signed by them and acknowledged that they executed the same as their free act and deed.

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

Pamela Fuemmel
Notary Public

My commission expires 6/9/25



GRANTEE’S ACKNOWLEDGMENT

STATE OF MISSOURI)
)
COUNTY OF RANDOLPH)

On this _____ day of _____, 2022 before me, the undersigned Notary Public, personally appeared Brian Crane, to me personally known, who being by me duly sworn, did say he is the City Manager of the City of Moberly, Missouri, a municipal corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and the said Brian Crane acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Randolph County, Missouri, the day and year last above written.

Notary Public

My commission expires:_____

-
1. Title: PERMANENT SEWER EASEMENT
 2. Date: 3-8-22
 3. Grantor: Dustin McCormick and Sherri McCormick, Husband and Wife
 4. Grantee: City of Moberly, Missouri
 5. Mailing Address of Grantee: 101 West Reed Street, Moberly, MO 65270
 6. Legal Description:

A STRIP OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 921, PAGE 1594 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 20.00 FEET OF THE ABOVE-DESCRIBED TRACT, SAID STRIP BEING 20.00 FEET PARALLEL AND ADJACENT TO THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ. THIS STRIP CONTAINS APPROXIMATELY 5,040 SQUARE FEET.

PERMANENT SEWER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Dustin McCormick and Sherri McCormick, husband and wife, hereinafter called the Grantor, for and in consideration of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the City of Moberly, Missouri, a municipal corporation of the State of Missouri, hereafter called Grantee, a permanent easement or right of way for the location, construction, reconstruction, maintenance, removal, operation and repair of a sewer line or forcemain extension, and any and all appurtenances incidental thereto on, over, under and through the following described tract of land lying, being and situated in the City of Moberly, Randolph County, Missouri, to-wit:

A STRIP OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 921, PAGE 1594 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 20.00 FEET OF THE ABOVE-DESCRIBED TRACT, SAID STRIP BEING 20.00 FEET PARALLEL AND ADJACENT TO THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ. THIS STRIP CONTAINS APPROXIMATELY 5,040 SQUARE FEET.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the Grantee, its successors and assigns for so long as said use shall continue, the Grantor hereby covenanting for its heirs and successors and assigns unto the Grantee, its successors and assigns the following:

1. Said easement will be kept free from buildings and any other structures or obstructions which will interfere with the Grantee in using said land for the purpose of erecting, constructing, reconstructing, operating, repairing, and maintaining said sewer line or forcemain extension and appurtenances.
2. The right of Grantee, its agents, servants, employees, or independent contractor to go upon said land, and so much of the Grantor's adjoining land as may be reasonably necessary, at any time for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said sewer line or forcemain extension and all appurtenances incidental thereto.
3. That Grantor is lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by them which would interfere with the rights granted hereunder; and that they will forever warrant and defend the title thereto against the lawful claims of all affecting the right and easement granted hereunder.

4. Grantee may exercise the rights granted under this instrument so long as Grantee utilizes the real estate above described for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing or maintaining said sewer line and once Grantee ceases such use this Easement shall terminate.

IN WITNESS WHEREOF, said Grantor does hereunder set his hand and subscribe his name to the foregoing, this 8 day of March, 2022.

CITY OF MOBERLY, MISSOURI, Grantee

Grantors

By: _____
Brian Crane, City Manager

By: Dustin McCormick
Dustin McCormick, Grantor

ATTEST: _____
Shannon Hance, City Clerk

By: Sherri McCormick
Sherri McCormick, Grantor

GRANTOR'S ACKNOWLEDGMENT

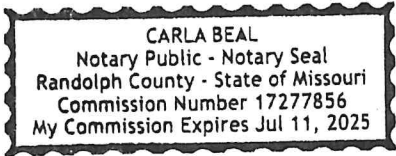
STATE OF MISSOURI)
)
COUNTY OF RANDOLPH)

On this 8 day of March, 2021, before me, the undersigned Notary Public, personally appeared Dustin McCormick and Sherri McCormick, to me personally known, who by me being duly sworn, did say that they are man and wife, and that said instrument was signed by them and upon and acknowledged that they executed the same as their free act and deed.

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

Carla Beal
Notary Public

My commission expires July 11, 2025



GRANTEE’S ACKNOWLEDGMENT

STATE OF MISSOURI)
)
COUNTY OF RANDOLPH)

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Brian Crane, to me personally known, who being by me duly sworn, did say he is the City Manager of the City of Moberly, Missouri, a municipal corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and the said Brian Crane acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Randolph County, Missouri, the day and year last above written.

Notary Public

My commission expires:_____

-
1. Title: PERMANENT SEWER EASEMENT
 2. Date: 5-6-22
 3. Grantor: Deborah L. Bothell, Single Person
 4. Grantee: City of Moberly, Missouri
 5. Mailing Address of Grantee: 101 West Reed Street, Moberly, MO 65270
 6. Legal Description:

A STRIP OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 828, PAGE 332 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 18.00 FEET OF THE ABOVE-DESCRIBED TRACT, SAID STRIP BEING 18.00 FEET PARALLEL AND ADJACENT TO THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ. THIS STRIP CONTAINS APPROXIMATELY 3,480 SQUARE FEET.

PERMANENT SEWER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Deborah L. Bothell, single person, hereinafter called the Grantor, for and in consideration of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the City of Moberly, Missouri, a municipal corporation of the State of Missouri, hereafter called Grantee, a permanent easement or right of way for the location, construction, reconstruction, maintenance, removal, operation and repair of a sewer line or forcemain extension, and any and all appurtenances incidental thereto on, over, under and through the following described tract of land lying, being and situated in the City of Moberly, Randolph County, Missouri, to-wit:

A STRIP OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 828, PAGE 332 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 18.00 FEET OF THE ABOVE-DESCRIBED TRACT, SAID STRIP BEING 18.00 FEET PARALLEL AND ADJACENT TO THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ. THIS STRIP CONTAINS APPROXIMATELY 3,480 SQUARE FEET.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the Grantee, its successors and assigns for so long as said use shall continue, the Grantor hereby covenanting for its heirs and successors and assigns unto the Grantee, its successors and assigns the following:

1. Said easement will be kept free from buildings and any other structures or obstructions which will interfere with the Grantee in using said land for the purpose of erecting, constructing, reconstructing, operating, repairing, and maintaining said sewer line or forcemain extension and appurtenances.
2. The right of Grantee, its agents, servants, employees, or independent contractor to go upon said land, and so much of the Grantor's adjoining land as may be reasonably necessary, at any time for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said sewer line or forcemain extension and all appurtenances incidental thereto.
3. That Grantor is lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by them which would interfere with the rights granted hereunder; and that they will forever warrant and defend the title thereto against the lawful claims of all affecting the right and easement granted hereunder.

4. Grantee may exercise the rights granted under this instrument so long as Grantee utilizes the real estate above described for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing or maintaining said sewer line and once Grantee ceases such use this Easement shall terminate.

IN WITNESS WHEREOF, said Grantor does hereunder set his hand and subscribe his name to the foregoing, this 6 day of May, 2022.

CITY OF MOBERLY, MISSOURI, Grantee

Grantor

By: _____
Brian Crane, City Manager

By: Deborah Bothell
Deborah L. Bothell, Grantor

ATTEST: _____
Shannon Hance, City Clerk

ATTEST: Shirley Olway
Shirley Olway, Witness

GRANTOR'S ACKNOWLEDGMENT

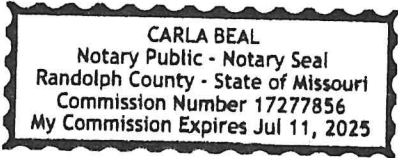
STATE OF MISSOURI)
)
COUNTY OF RANDOLPH)

On this 6 day of May, 2022, before me, the undersigned Notary Public, personally appeared Deborah L. Bothell, to me personally known, who by me being duly sworn, did say that she is a single person and that said instrument was signed by her upon and acknowledged that she executed the same as her free act and deed.

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

Carla Beal
Notary Public

My commission expires July 11, 2025



GRANTEE’S ACKNOWLEDGMENT

STATE OF MISSOURI)
)
COUNTY OF RANDOLPH)

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Brian Crane, to me personally known, who being by me duly sworn, did say he is the City Manager of the City of Moberly, Missouri, a municipal corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and the said Brian Crane acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Randolph County, Missouri, the day and year last above written.

Notary Public

My commission expires:_____

-
1. Title: PERMANENT SEWER EASEMENT
 2. Date: 4-29-22
 3. Grantor: JACSCHIC Property Management, LLC.
 4. Grantee: City of Moberly, Missouri
 5. Mailing Address of Grantee: 101 West Reed Street, Moberly, MO 65270
 6. Legal Description:

A STRIP OF LAND LOCATED IN THE SOUTH HALF OF SECTION 34, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 695, PAGE 217 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 20.00 FEET OF THE ABOVE-DESCRIBED TRACT, SAID STRIP BEING 20.00 FEET PARALLEL AND ADJACENT TO THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ. THIS STRIP CONTAINS APPROXIMATELY 3,610 SQUARE FEET.

PERMANENT SEWER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, JACSCHIC Property Management, LLC., hereinafter called the Grantor, for and in consideration of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the City of Moberly, Missouri, a municipal corporation of the State of Missouri, hereafter called Grantee, a permanent easement or right of way for the location, construction, reconstruction, maintenance, removal, operation and repair of a sewer line or forcemain extension, and any and all appurtenances incidental thereto on, over, under and through the following described tract of land lying, being and situated in the City of Moberly, Randolph County, Missouri, to-wit:

A STRIP OF LAND LOCATED IN THE SOUTH HALF OF SECTION 34, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 695, PAGE 217 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 20.00 FEET OF THE ABOVE-DESCRIBED TRACT, SAID STRIP BEING 20.00 FEET PARALLEL AND ADJACENT TO THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ. THIS STRIP CONTAINS APPROXIMATELY 3,610 SQUARE FEET.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the Grantee, its successors and assigns for so long as said use shall continue, the Grantor hereby covenanting for its heirs and successors and assigns unto the Grantee, its successors and assigns the following:

1. Said easement will be kept free from buildings and any other structures or obstructions which will interfere with the Grantee in using said land for the purpose of erecting, constructing, reconstructing, operating, repairing, and maintaining said sewer line or forcemain extension and appurtenances.
2. The right of Grantee, its agents, servants, employees, or independent contractor to go upon said land, and so much of the Grantor's adjoining land as may be reasonably necessary, at any time for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said sewer line or forcemain extension and all appurtenances incidental thereto.
3. That Grantor is lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by them which would interfere with the rights granted hereunder; and that they will forever warrant and defend the title thereto against the lawful claims of all affecting the right and easement granted hereunder.
4. Grantee may exercise the rights granted under this instrument so long as Grantee utilizes the real estate above described for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing or maintaining said sewer line and once Grantee ceases such use this Easement shall terminate.

IN WITNESS WHEREOF, said Grantor does hereunder set his hand and subscribe his name to the foregoing, this 29 day of April, 2022.

CITY OF MOBERLY, MISSOURI, Grantee

JACSHIC Property Management, LLC., Grantors

By: _____
Brian Crane, City Manager

By: [Signature]
Kevin Schichel _____, Owner/Member

ATTEST: _____
Shannon Hance, City Clerk

By: [Signature]
Kimberly Schichel _____, Owner/Member

By: [Signature]
Rhonda Jackson _____, Owner/Member

GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI

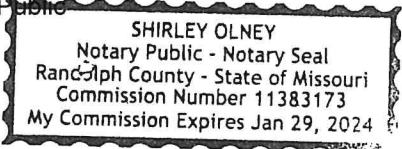
COUNTY OF RANDOLPH

On this 29 day of April, 2022, before me, the undersigned Notary Public, personally appeared Kevin Schichel to me personally known, who by me being duly sworn, did say that he is an Owner/Member of JACSHIC Property Management LLC., a Missouri Corporation and that said instrument was signed by him upon authority given him by said Limited Liability Company and acknowledged that he executed the same as his free act and deed.

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

[Signature]
Notary Public

My commission expires Jan 29, 2024



STATE OF MISSOURI

COUNTY OF RANDOLPH

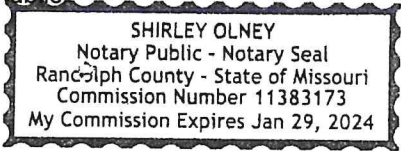
On this 29 day of April, 2022, before me, the undersigned Notary Public, personally appeared Kimberly Schichel to me personally known, who by me being duly sworn, did say that she is an Owner/Member of JACSCHIC Property Management LLC., a Missouri Corporation and that said instrument was signed by her upon authority given her by said Limited Liability Company and acknowledged that she executed the same as his free act and deed.

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

Shirley Olney

Notary Public

My commission expires Jan 29, 2024



STATE OF MISSOURI

COUNTY OF RANDOLPH

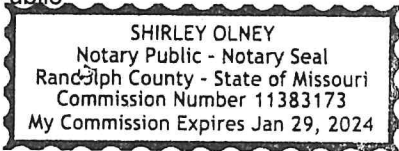
On this 29 day of April, 2022, before me, the undersigned Notary Public, personally appeared Rhonda Jackson to me personally known, who by me being duly sworn, did say that she is an Owner/Member of JACSCHIC Property Management LLC., a Missouri Corporation and that said instrument was signed by her upon authority given her by said Limited Liability Company and acknowledged that she executed the same as his free act and deed.

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

Shirley Olney

Notary Public

My commission expires Jan 29, 2024



GRANTEE'S ACKNOWLEDGMENT

STATE OF MISSOURI

COUNTY OF RANDOLPH

On this _____ day of _____ 2022, before me, the undersigned Notary Public, personally appeared Brian Crane, to me personally known, who being by me duly sworn, did say he is the City Manager of the City of Moberly, Missouri, a municipal corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and the said Brian Crane acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Randolph County, Missouri, the day and year last above written.

Notary Public

My commission expires: _____

-
1. Title: PERMANENT SEWER EASEMENT
 2. Date: 4-29-22
 3. Grantor: Joye Houston, Single Person
 4. Grantee: City of Moberly, Missouri
 5. Mailing Address of Grantee: 101 West Reed Street, Moberly, MO 65270
 6. Legal Description:

A STRIP OF LAND LOCATED IN THE SOUTH HALF OF SECTION 34, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 372, PAGE 353 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 15.00 FEET OF THE ABOVE-DESCRIBED TRACT, SAID STRIP BEING 15.00 FEET PARALLEL AND ADJACENT TO THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ. THIS STRIP CONTAINS APPROXIMATELY 4,500 SQUARE FEET.

PERMANENT SEWER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Joye Houston, single person, hereinafter called the Grantor, for and in consideration of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the City of Moberly, Missouri, a municipal corporation of the State of Missouri, hereafter called Grantee, a permanent easement or right of way for the location, construction, reconstruction, maintenance, removal, operation and repair of a sewer line or forcemain extension, and any and all appurtenances incidental thereto on, over, under and through the following described tract of land lying, being and situated in the City of Moberly, Randolph County, Missouri, to-wit:

\$1,125.00 instead of

A STRIP OF LAND LOCATED IN THE SOUTH HALF OF SECTION 34, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 372, PAGE 353 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 15.00 FEET OF THE ABOVE-DESCRIBED TRACT, SAID STRIP BEING 15.00 FEET PARALLEL AND ADJACENT TO THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ. THIS STRIP CONTAINS APPROXIMATELY 4,500 SQUARE FEET

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the Grantee, its successors and assigns for so long as said use shall continue, the Grantor hereby covenanting for its heirs and successors and assigns unto the Grantee, its successors and assigns the following:

1. Said easement will be kept free from buildings and any other structures or obstructions which will interfere with the Grantee in using said land for the purpose of erecting, constructing, reconstructing, operating, repairing, and maintaining said sewer line or forcemain extension and appurtenances.
2. The right of Grantee, its agents, servants, employees, or independent contractor to go upon said land, and so much of the Grantor's adjoining land as may be reasonably necessary, at any time for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said sewer line or forcemain extension and all appurtenances incidental thereto.
3. That Grantor is lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by them which would interfere with the rights granted hereunder; and that they will forever warrant and defend the title thereto against the lawful claims of all affecting the right and easement granted hereunder.

4. Grantee may exercise the rights granted under this instrument so long as Grantee utilizes the real estate above described for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing or maintaining said sewer line and once Grantee ceases such use this Easement shall terminate.

IN WITNESS WHEREOF, said Grantor does hereunder set his hand and subscribe his name to the foregoing, this 29 day of April, 2022.

CITY OF MOBERLY, MISSOURI, Grantee

Grantors

By: _____
Brian Crane, City Manager

By: Joye Houston
Joye Houston, Grantor

ATTEST: _____
Shannon Hance, City Clerk

ATTEST: Matthew Douglas
Matthew Douglas

GRANTOR’S ACKNOWLEDGMENT

STATE OF MISSOURI)
)
COUNTY OF RANDOLPH)

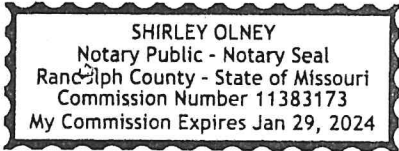
On this 29 day of April, 2022, before me, the undersigned Notary Public, personally appeared Joye Houston, to me personally known, who by me being duly sworn, did say that she is a single person and that said instrument was signed by her upon and acknowledged that she executed the same as her free act and deed.

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

Shirley Olney

Notary Public

My commission expires Jan 29, 2024



GRANTEE’S ACKNOWLEDGMENT

STATE OF MISSOURI)
)
COUNTY OF RANDOLPH)

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Brian Crane, to me personally known, who being by me duly sworn, did say he is the City Manager of the City of Moberly, Missouri, a municipal corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and the said Brian Crane acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Randolph County, Missouri, the day and year last above written.

Notary Public

My commission expires: _____

-
1. Title: PERMANENT SEWER EASEMENT
 2. Date: 5 - 24 - 2022
 3. Grantor: Charles Staiger and Kimberly Staiger, Husband and Wife
 4. Grantee: City of Moberly, Missouri
 5. Mailing Address of Grantee: 101 West Reed Street, Moberly, MO 65270
 6. Legal Description:

A STRIP OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 934, PAGE 3323 AND BEING PART OF TRACT 1 OF THE SURVEY RECORDED IN SLEEVE 374A, PAGE 1 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 30.00 FEET OF THE ABOVE-DESCRIBED TRACT, SAID STRIP BEING 30.00 FEET PARALLEL AND ADJACENT TO THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ. THIS STRIP CONTAINS APPROXIMATELY 1,200 SQUARE FEET

PERMANENT SEWER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Charles Staiger and Kimberly Staiger, husband and wife, hereinafter called the Grantor, for and in consideration of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the City of Moberly, Missouri, a municipal corporation of the State of Missouri, hereafter called Grantee, a permanent easement or right of way for the location, construction, reconstruction, maintenance, removal, operation and repair of a sewer line or forcemain extension, and any and all appurtenances incidental thereto on, over, under and through the following described tract of land lying, being and situated in the City of Moberly, Randolph County, Missouri, to-wit:

A STRIP OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 934, PAGE 3323 AND BEING PART OF TRACT 1 OF THE SURVEY RECORDED IN SLEEVE 374A, PAGE 1 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 30.00 FEET OF THE ABOVE-DESCRIBED TRACT, SAID STRIP BEING 30.00 FEET PARALLEL AND ADJACENT TO THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ. THIS STRIP CONTAINS APPROXIMATELY 1,200 SQUARE FEET

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the Grantee, its successors and assigns for so long as said use shall continue, the Grantor hereby covenanting for its heirs and successors and assigns unto the Grantee, its successors and assigns the following:

1. Said easement will be kept free from buildings and any other structures or obstructions which will interfere with the Grantee in using said land for the purpose of erecting, constructing, reconstructing, operating, repairing, and maintaining said sewer line or forcemain extension and appurtenances.
2. The right of Grantee, its agents, servants, employees, or independent contractor to go upon said land, and so much of the Grantor's adjoining land as may be reasonably necessary, at any time for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said sewer line or forcemain extension and all appurtenances incidental thereto.
3. That Grantor is lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by them which would interfere with the rights granted hereunder; and that they will forever warrant and defend the title thereto against the lawful claims of all affecting the right and easement granted hereunder.

4. Grantee may exercise the rights granted under this instrument so long as Grantee utilizes the real estate above described for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing or maintaining said sewer line and once Grantee ceases such use this Easement shall terminate.

IN WITNESS WHEREOF, said Grantor does hereunder set his hand and subscribe his name to the foregoing, this 24th day of May, 2022.

CITY OF MOBERLY, MISSOURI, Grantee

Grantors

By: _____
Brian Crane, City Manager

By: Charles Staiger
Charles Staiger, Grantor

ATTEST: _____
Shannon Hance, City Clerk

By: Kimberly Staiger
Kimberly Staiger, Grantor

GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI)
)
COUNTY OF RANDOLPH)

On this 24th day of May, 2022, before me, the undersigned Notary Public, personally appeared Charles Staiger and Kimberly Staiger, to me personally known, who by me being duly sworn, did say that they are man and wife, and that said instrument was signed by them and upon and acknowledged that they executed the same as their free act and deed.

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

[Signature]
Notary Public

My commission expires 2-9-24

JON SPENCER DWIGGINS
Notary Public - Notary Seal
State of Missouri
Commissioned for Macon County
My Commission Expires: February 09, 2024
Commission Number: 20822562

GRANTEE’S ACKNOWLEDGMENT

STATE OF MISSOURI)
)
COUNTY OF RANDOLPH)

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Brian Crane, to me personally known, who being by me duly sworn, did say he is the City Manager of the City of Moberly, Missouri, a municipal corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and the said Brian Crane acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Randolph County, Missouri, the day and year last above written.

Notary Public

My commission expires:_____

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: City Clerk
Date: June 6, 2022

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:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Kyser** _____

M___ S___ **Lucas** _____

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$1,203,370.51.

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 June 6, 2022 in the amount of \$142,640.14.
- SECTION 2: There is hereby appropriated out of the **Non-Resident Lodging Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 6, 2022 in the amount of \$7,100.00.
- SECTION 3: There is hereby appropriated out of the **Payroll Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 6, 2022 in the amount of \$63,362.34.
- 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 June 6, 2022 in the amount of \$33.13.
- 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 June 6, 2022 in the amount of \$12,582.74.
- 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 June 6, 2022 in the amount of \$74,120.44.
- SECTION 7: There is hereby appropriated out of the **Airport Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 6, 2022 in the amount of \$43,949.80.
- SECTION 8: There is hereby appropriated out of the **Veteran Memorial Flag Project Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 6, 2022 in the amount of \$40.00.
- SECTION 9: There is hereby appropriated out of the **Utilities Collection Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 6, 2022 in the amount of \$3,412.80.
- SECTION 10: There is hereby appropriated out of the **Utilities OP & Maintenance Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 6, 2022 in the amount of \$168,011.56.
- SECTION 11: There is hereby appropriated out of the **Utilities OP Reserve Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 6, 2022 in the amount of \$5,869.43.
- SECTION 12: There is hereby appropriated out of the **Capital Improvement Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 6, 2022 in the amount of \$51,930.45.
- SECTION 13: There is hereby appropriated out of the **Route JJ Sewer Extension Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 6, 2022 in the amount of \$30,706.25.
- SECTION 14: There is hereby appropriated out of the **2021 EDA Grant Projects Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 6, 2022 in the amount of \$97,310.93.
- SECTION 15: 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 June 6, 2022 in the amount of \$38,400.35.
- SECTION 16: 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 June 6, 2022 in the amount of \$27,574.64.
- SECTION 17: 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 June 6, 2022 in the amount of \$26,459.09.
- SECTION 18: 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 June 6, 2022 in the amount of \$38,580.20.
- SECTION 19: There is hereby appropriated out of the **Emergency Telephone Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 6, 2022 in the amount of \$7,980.18.
- SECTION 20: There is hereby appropriated out of the **Transportation Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 6, 2022 in the amount of \$10,095.50.
- SECTION 21: There is hereby appropriated out of the **Street Improvement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 6, 2022 in the amount of \$333,688.34.
- SECTION 22: There is hereby appropriated out of the **Ameren MO Solar Rebates Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 6, 2022 in the amount of \$1,719.49.
- SECTION 23: There is hereby appropriated out of the **Solar Systems Settlement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 6, 2022 in the amount of \$3,910.33.

SECTION 24: There is hereby appropriated out of the **Downtown CID Sales Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due June 6, 2022 in the amount of **\$12,400.00.**

SECTION 25: 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 June 6, 2022 in the amount of **\$1,492.38.**

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

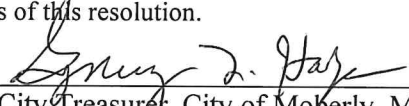
RESOLVED this 6th day of June 2022 by the Council of the City of Moberly, Missouri.

ATTEST:

Presiding Officer

Shannon Hance, 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.



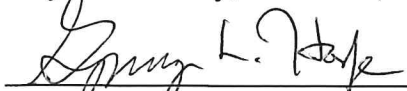
City Treasurer, City of Moberly, Missouri

**EXPENSES PAID MAY 13 - JUNE 2, 2022 FOR THE
FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE
JUNE 6, 2022 APPROPRIATION RESOLUTION TOTAL.**

General Fund	\$ 142,640.14
Non-Resident Lodging Tax Fund	\$ 7,100.00
Payroll Fund	\$ 63,362.34
Solid Waste Fund	\$ 33.13
Heritage Hills Golf Course Fund	\$ 12,582.74
Parks and Recreation Fund	\$ 74,120.44
Airport Fund	\$ 43,949.80
Veteran Memorial Flag Project Fund	\$ 40.00
Utilities Collection Fund	\$ 3,412.80
Utilities OP & Maintenance Fund	\$ 168,011.56
Utilities OP Reserve Fund	\$ 5,869.43
Capital Improvement Trust Fund	\$ 51,930.45
Route JJ Sewer Extension Fund	\$ 30,706.25
2021 EDA Grant Projects Fund	\$ 97,310.93
2004B SRF Bonds Debt Service Fund	\$ 38,400.35
2006A SRF Bonds Debt Service Fund	\$ 27,574.64
2004C Bonds Debt Service Fund	\$ 26,459.09
2008A Bonds Debt Service Fund	\$ 38,580.20
Emergency Telephone Fund	\$ 7,980.18
Transportation Trust Fund	\$ 10,095.50
Street Improvement Fund	\$ 333,688.34
Ameren MO Solar Rebates Fund	\$ 1,719.49
Solar Systems Settlement Fund	\$ 3,910.33
Downtown CID Sales Tax Fund	\$ 12,400.00
Downtown CID Property Tax Fund	\$ 1,492.38

Total **\$ 1,203,370.51**

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

6/2/2022

Date

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
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24 DISBURSEMENTS

* 89892	Thru	89901								
89902	5/20/2022	6781	AARONS TINTING SERVICES		1,500.00					
89903	5/20/2022	5062	ALM ENVIRONMENTAL SERVICES CON		1,182.00					
89904	5/20/2022	6120	AMAZON CAPITAL SERVICES		255.88					
89905	5/20/2022	2959	DR PEPPER SNAPPLE GROUP		70.72					
89906	5/20/2022	6782	GRACIE HUMAITA COLUMBIA		500.00					
89907	5/20/2022	4347	JOHN DEERE FINANCIAL		.00				VOID:	
89908	5/20/2022	4347	JOHN DEERE FINANCIAL		.00				VOID:	
89909	5/20/2022	4347	JOHN DEERE FINANCIAL		.00				VOID:	
89910	5/20/2022	4347	JOHN DEERE FINANCIAL		3,055.69					
89911	5/20/2022	3180	MACK HILS INC		3,000.00					
89912	5/20/2022	1688	MFA OIL COMPANY		2,681.96					
89913	5/20/2022	1136	MFA PROPANE		4,711.32					
89914	5/20/2022	1921	MOBERLY LUMBER INC		.00				VOID:	
89915	5/20/2022	1921	MOBERLY LUMBER INC		2,340.06					
89916	5/20/2022	4924	R P LUMBER COMPANY INC		.00				VOID:	
89917	5/20/2022	4924	R P LUMBER COMPANY INC		1,366.48					
89918	5/20/2022	6707	WATLINGTON LUANNA		912.00					
89919	5/20/2022	2656	WESTLAKE HARDWARE		.00				VOID:	
89920	5/20/2022	2656	WESTLAKE HARDWARE		.00				VOID:	
89921	5/20/2022	2656	WESTLAKE HARDWARE		.00				VOID:	
89922	5/20/2022	2656	WESTLAKE HARDWARE		1,506.67					
89923	5/20/2022	5878	WIEDEMAN DOZING LLC		600.00					
89924	5/20/2022	6701	WILLIAMS ALBERT		1,600.00					
89925	5/20/2022	2772	WIRELESS USA		985.96					
* 89926	Thru	89937								
89938	5/27/2022	5062	ALM ENVIRONMENTAL SERVICES CON		9,292.25					
89939	5/27/2022	6	AMEREN MISSOURI		1,403.24					
89940	5/27/2022	17	AT&T 5001		2,656.73					
89941	5/27/2022	17	AT&T 5001		787.16					
* 89942										
89943	6/02/2022	6726	4 HIM CONSTRUCTION LLC		47,793.93					
89944	6/02/2022	4664	A STROKE OF MAGIC		250.00					
89945	6/02/2022	6781	AARONS TINTING SERVICES		3,000.00					
89946	6/02/2022	2903	ABAN PEST CONTROL INC		215.00					
89947	6/02/2022	6840	ACCO UNLIMITED CORPORATION		4,202.50					
89948	6/02/2022	351	AGEE CARL W		13,933.84					
89949	6/02/2022	6783	ALL CLEAR PUMPING & SEWER		71,091.20					
89950	6/02/2022	6120	AMAZON CAPITAL SERVICES		.00				VOID:	
89951	6/02/2022	6120	AMAZON CAPITAL SERVICES		993.94					
89952	6/02/2022	6	AMEREN MISSOURI		15.37					
89953	6/02/2022	3	AFLAC GROUP INSURANCE		1,344.84					
89954	6/02/2022	1825	APOLLO PORTA POTTIES		395.00					
89955	6/02/2022	3112	ARAMARK UNIFORM SERVICES		871.28					
89956	6/02/2022	5741	ARIENS COMPANY		12,246.00					
89957	6/02/2022	32	ARMOR EQUIPMENT		743.66					
89958	6/02/2022	6848	ARNOLD SHELBY		25.00					
89959	6/02/2022	13	ARROW ENERGY INC		28,390.30					
89960	6/02/2022	30	WOOGEDY LLC		3,341.70					
89961	6/02/2022	17	AT&T 5001		1,702.77					
89962	6/02/2022	4504	AT&T 5011		628.52					

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
CHECK#	DATE							
89963	6/02/2022	6245	AZAVAR	386.11				
89964	6/02/2022	26	B & D LOCK & KEY	25.00				
89965	6/02/2022	6603	BAILEY DOROTHY	50.00				
89966	6/02/2022	3625	BARR ENGINEERING COMPANY	5,887.00				
89967	6/02/2022	6836	BEST MADELINE	25.00				
89968	6/02/2022	6841	BISHOP PAINTING	950.00				
89969	6/02/2022	6850	BLAIR JOE	25.00				
89970	6/02/2022	34	BOB'S TIRE, LLC	173.00				
89971	6/02/2022	2885	BOTKINS TRUCKING LLC	2,088.52				
89972	6/02/2022	5414	BRICK CITY PAINTING & DRYWALL	4,611.60				
89973	6/02/2022	191	BROWNFIELD OIL CO INC	100.00				
89974	6/02/2022	6830	BURNHAM KEN	25.00				
89975	6/02/2022	424	BUTLER SUPPLY INC	276.77				
89976	6/02/2022	1230	CADE CHANDRA	75.00				
89977	6/02/2022	6454	CAPITAL ONE	481.00				
89978	6/02/2022	6824	CARTER ROBYN	200.00				
89979	6/02/2022	591	CASON BUILDING MAINTENANCE INC	2,463.70				
89980	6/02/2022	592	CDW GOVERNMENT INC	173.26				
89981	6/02/2022	40	CENTRAL CHRISTIAN COLLEGE	25.00				
89982	6/02/2022	843	CHEMCO INDUSTRIES INC	979.91				
89983	6/02/2022	6842	CLEAVINGER HADLEY	60.00				
89984	6/02/2022	2181	COATES STREET PRESBYTERIAN CHU	25.00				
89985	6/02/2022	653	COE EQUIPMENT	31,792.99				
89986	6/02/2022	4327	COLE-PARMER	908.41				
89987	6/02/2022	3063	CONLEY FOREST DO	.00				VOID:
89988	6/02/2022	3063	CONLEY FOREST DO	280.00				
89989	6/02/2022	6785	COONCE ANGELA	25.00				
89990	6/02/2022	2645	CORE & MAIN LP	2,855.29				
89991	6/02/2022	6843	CROSS ISABELLA	15.00				
89992	6/02/2022	678	CROWN POWER & EQUIPMENT	8,366.69				
89993	6/02/2022	2913	CULLIGAN WATER CONDITIONING	27.55				
89994	6/02/2022	2951	CUMMINS MID SOUTH LLC	2,598.97				
89995	6/02/2022	5797	DA-COM	209.89				
89996	6/02/2022	6786	DALE JESSICA	25.00				
89997	6/02/2022	6788	DARLEY MEGHAN	90.00				
89998	6/02/2022	5320	DAVIS HALEY	25.00				
89999	6/02/2022	6473	DAWSON KENZIE	109.00				
90000	6/02/2022	2928	DELL MARKETING LP	1,100.76				
90001	6/02/2022	194	DMC CONCRETE CONSTRUCTION	10,975.50				
90002	6/02/2022	3571	DMZ ENTERPRISE INC	233.00				
90003	6/02/2022	6789	DOERHOFF KAYLA	20.00				
90004	6/02/2022	6790	DOUBLE B ROUGH STOCK LLC	860.00				
90005	6/02/2022	470	DOUGLAS CATHERINE PAIGE	300.00				
90006	6/02/2022	6316	DRILL TECH DRILLING & SHORING	26,415.51				
90007	6/02/2022	6651	E S C I INC	7,012.00				
90008	6/02/2022	1330	EAGLE ENGRAVING INC	253.73				
90009	6/02/2022	6596	ELEVATE EQUIPMENT & CONCRETE	74.68				
90010	6/02/2022	6792	ENSOR KARA	20.00				
90011	6/02/2022	6828	ERAVI CRYSTAL	25.00				
90012	6/02/2022	1527	ESRY DANIEL	45.00				
90013	6/02/2022	3103	FASTENAL COMPANY	764.24				
90014	6/02/2022	699	FEDERAL EXPRESS	16.22				
90015	6/02/2022	1308	FEHLING SMALL ENGINE LLC	366.47				

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
CHECK#	DATE							
90016	6/02/2022	1090	FLETCHER ERIC	40.00				
90017	6/02/2022	6437	FROG FURNISHINGS	1,762.93				
90018	6/02/2022	2839	FUSION TECHNOLOGY LLC	3,047.58				
90019	6/02/2022	704	GALLS LLC	.00			VOID:	
90020	6/02/2022	704	GALLS LLC	929.69				
90021	6/02/2022	6793	GARRETT LESLIE	25.00				
90022	6/02/2022	3011	GLENN'S GARAGE DOORS LLC	79.00				
90023	6/02/2022	6826	GODDARD LAURA	100.00				
90024	6/02/2022	6427	GOLDEN SHAQ	25.00				
90025	6/02/2022	737	HACH COMPANY	1,195.87				
90026	6/02/2022	103	HARRIS COMPUTER SYSTEMS	675.17				
90027	6/02/2022	6795	HARRIS DAPHNE	25.00				
90028	6/02/2022	6838	HARTUNG-GILBIRDS SARAH	25.00				
90029	6/02/2022	877	HAUSER ELECTRIC CO INC	2,242.00				
90030	6/02/2022	1338	HAWKINS INC	7,694.13				
90031	6/02/2022	758	HEIMAN FIRE EQUIPMENT INC	232.00				
90032	6/02/2022	5031	HENDERSON PRODUCTS INC	298.00				
90033	6/02/2022	5721	HOWE COMPANY LLC	8,000.00				
90034	6/02/2022	2787	IDEXX DISTRIBUTION CORP	295.23				
90035	6/02/2022	5591	INOVATIA LABORATORIES LLC	1,125.00				
90036	6/02/2022	2812	JACOBS ENGINEERING GROUP INC	69,293.92				
90037	6/02/2022	3514	CHAPPYS, LLC	4,400.00				
90038	6/02/2022	6446	JOINER PAM	25.00				
90039	6/02/2022	6796	KRONER HALLIE	200.00				
90040	6/02/2022	1381	LEON UNIFORM COMPANY	245.99				
90041	6/02/2022	6798	LINDSEY JACOB	25.00				
90042	6/02/2022	1246	LOCHNER	10,210.29				
90043	6/02/2022	6800	LONG ASHLEY	100.00				
90044	6/02/2022	6802	LOPEZ MARY	250.00				
90045	6/02/2022	6174	LOWRY JASON	25.00				
90046	6/02/2022	6804	MACOMBER JENNIFER	25.00				
90047	6/02/2022	6806	MACON DANCE EXPERIENCE	200.00				
90048	6/02/2022	1565	MACON ELECTRIC COOP	40.88				
90049	6/02/2022	801	BENN RYAN D	150.00				
90050	6/02/2022	679	MARTECK	122.82				
90051	6/02/2022	6441	MARTIN TAYLOR	123.00				
90052	6/02/2022	6808	MASON DANELLE	25.00				
90053	6/02/2022	1639	MATTOX ADVERTISING CO	2,086.15				
90054	6/02/2022	6810	MCGARY LANDOLA	200.00				
90055	6/02/2022	1648	MCM SYSTEMS	2,052.50				
90056	6/02/2022	6475	MESSER KENNEDY	59.00				
90057	6/02/2022	1726	MIDWEST ENVIR CONSULTANTS INC	1,476.00				
90058	6/02/2022	1079	MISSION COMMUNICATIONS LLC	626.67				
90059	6/02/2022	5239	MISSOURI DEPART OF REV 3375	3,412.80				
90060	6/02/2022	2889	MISSOURI DEPART OF CORRECT	772.50				
90061	6/02/2022	414	MISSOURI STATE TROOPERS ASSOCA	275.00				
90062	6/02/2022	195	MISSOURI WATER & WASTEWATER CO	35.00				
90063	6/02/2022	6442	MITCHELL COLBY	82.00				
90064	6/02/2022	3041	MO ONE CALL SYSTEM INC	315.00				
90065	6/02/2022	1770	MO VOCATIONAL ENTERPRISES	61.04				
90066	6/02/2022	2740	MOBERLY AREA CHAMBER OF COMMER	11,100.00				
90067	6/02/2022	6404	MOBERLY COMMUNITY BETTERMENT	8,400.00				
90068	6/02/2022	1935	MOBERLY MONITOR INDEX	470.00				

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
CHECK#	DATE							
90069	6/02/2022	2907	MOBERLY READY MIX	1,554.56				
90070	6/02/2022	6846	MOSELEY JOSH	55.00				
90071	6/02/2022	2731	MOTOROLA	6,732.45				
90072	6/02/2022	5961	MOZINGO RAVEN	25.00				
90073	6/02/2022	4906	MUTTER FARMS LLC	2,981.92				
90074	6/02/2022	2734	NARTEC, INC	362.04				
90075	6/02/2022	3834	NE DISTRICT SQUARE & RD DANCE	100.00				
90076	6/02/2022	5504	NELSON SHERYL	25.00				
90077	6/02/2022	2976	NEUMAYER EQUIPMENT CO INC	2,604.42				
90078	6/02/2022	6689	NFM BUYER LLC	599.03				
90079	6/02/2022	1618	ONMEDIA COLUMBIA, MO	629.00				
90080	6/02/2022	366	PALMATORY'S	200.00				
90081	6/02/2022	5956	PANJADA DIANE	25.00				
90082	6/02/2022	4379	PARIS SCHOOL DISTRICT	25.00				
90083	6/02/2022	2822	PEPSI-COLA	2,754.80				
90084	6/02/2022	5727	PEST PRO SOLUTIONS INC	100.00				
90085	6/02/2022	2596	PLUMB SUPPLY COMPANY-MOB	.00			VOID:	
90086	6/02/2022	2596	PLUMB SUPPLY COMPANY-MOB	2,399.03				
90087	6/02/2022	3090	POEPPING STONE BACH &	5,000.00				
90088	6/02/2022	6811	PPACNA	100.00				
90089	6/02/2022	6551	PRO PUMPING & HYDROJETTING LLC	4,581.00				
90090	6/02/2022	6812	RAMSEY JESSICA	25.00				
90091	6/02/2022	2593	RANDOLPH COUNTY RECORDER	480.00				
90092	6/02/2022	6058	REDDING DORIS	190.00				
90093	6/02/2022	5646	REDEEMER CHURCH	250.00				
90094	6/02/2022	6814	RICE LISA	200.00				
90095	6/02/2022	2977	RICKETTS FARM SERVICE INC	720.00				
90096	6/02/2022	1249	RIDGEWAY KEVIN	200.00				
90097	6/02/2022	2850	ROTARY CLUB OF MOBERLY	175.00				
90098	6/02/2022	2369	SAUNDERS TELA	200.00				
90099	6/02/2022	294	SCHAEFER SURVEYING LLC	2,400.00				
90100	6/02/2022	280	SCHIPPERS INTERNATIONAL TRUCK	49.96				
90101	6/02/2022	280	SCHIPPERS INTERNATIONAL TRUCK	185,991.00				
90102	6/02/2022	280	SCHIPPERS INTERNATIONAL TRUCK	136,711.40				
90103	6/02/2022	617	SCHULTE SUPPLY INC	11,027.61				
90104	6/02/2022	6817	SCOTT AMANDA	20.00				
90105	6/02/2022	3062	SHERWIN WILLIAMS	342.60				
90106	6/02/2022	4479	SMITH BRIDGETT	100.00				
90107	6/02/2022	5700	STAPLES	.00			VOID:	
90108	6/02/2022	5700	STAPLES	3,594.54				
90109	6/02/2022	5758	STARGUARD ELITE LLC	1,100.00				
90110	6/02/2022	6321	SURVEYING & MAPPING LLC	75.00				
90111	6/02/2022	6162	SWALLOW TROPHY & ENGRAVING	40.00				
90112	6/02/2022	6818	T & J RESTORATION & WATERPROOF	26,000.00				
90113	6/02/2022	5214	THE TECH SHOP	2,160.00				
90114	6/02/2022	2640	THOMAS HILL PUBLIC WATER SUPPL	15.37				
90115	6/02/2022	2640	THOMAS HILL PUBLIC WATER SUPPL	169.72				
90116	6/02/2022	4812	2RY ENTERPRISE LLC	275.00				
90117	6/02/2022	6819	TNT GOLF CAR & MOTORSPORTS	222.00				
90118	6/02/2022	6821	TOLBERT JUSTIN	25.00				
90119	6/02/2022	6457	TRUSTEE LAUREN	50.00				
90120	6/02/2022	1562	UNITED FIRST AID & SAFETY,LLC	70.41				
90121	6/02/2022	2643	UNITED WAY	1,029.78				

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
CHECK#	DATE							
90122	6/02/2022	2223	US CELLULAR	379.76				
90123	6/02/2022	2644	USA BLUE BOOK	4,303.07				
90124	6/02/2022	2646	VALIC	1,740.00				
90125	6/02/2022	5731	VIKING CIVES MIDWEST INC	5,645.00				
90126	6/02/2022	6834	WALLS RAYANN	25.00				
90127	6/02/2022	6847	WILLIAMS MONQUAIL	60.03				
90128	6/02/2022	6822	WOODHAM BROOKE	25.00				
90129	6/02/2022	5298	ZAMKUS AND ASSOCIATES LLC	1,000.00				
*20211083								
20211084	5/16/2022	1800	MO LAGERS	59,247.72		E-PAY		
20211085	5/16/2022	5898	MOBERLY SOLAR, LLC	15,660.16		E-PAY		
20211086	5/20/2022	6692	WEX BANK	15,587.91		E-PAY		
20211087	5/20/2022	6730	ENTERPRISE FM TRUST	1,151.20		E-PAY	VOID: WRONG ACCOUNT	
20211088	5/20/2022	6730	ENTERPRISE FM TRUST	1,151.20		E-PAY		
20211089	5/20/2022	6343	WASTE MANAGEMENT SOLUTIONS	199.50		E-PAY		
20211090	5/20/2022	6343	WASTE MANAGEMENT SOLUTIONS	5,060.81		E-PAY		
20211091	5/24/2022	2708	UMB BANK	131,014.28		E-PAY		
20211092	5/24/2022	5783	BANKCARD SERVICES	26,944.60		E-PAY		
20211093	5/27/2022	6	AMEREN MISSOURI	39,351.93		E-PAY		
20211094	5/27/2022	6	AMEREN MISSOURI	1,403.24		E-PAY	VOID: SEND CHECK	

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

BANK TOTALS:	
OUTSTANDING	1,203,370.51
CLEARED	.00

BANK 24 TOTAL	1,203,370.51
 VOIDED	 2,554.44

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
100 GENERAL FUND	142,640.14	142,640.14	.00	.00
102 NON-RESIDENT LODGING TAX	7,100.00	7,100.00	.00	.00
105 PAYROLL FUND	63,362.34	63,362.34	.00	.00
110 SOLID WASTE FUND	33.13	33.13	.00	.00
114 HERITAGE HILLS GOLF CRSE	12,582.74	12,582.74	.00	.00
115 PARKS & RECREATION FUND	74,120.44	74,120.44	.00	1,151.20
120 AIRPORT FUND	43,949.80	43,949.80	.00	.00
140 VETERAN MEMORIAL FLAG PRJ	40.00	40.00	.00	.00
300 UTILITIES COLLECTION FUND	3,412.80	3,412.80	.00	.00
301 UTILITIES OP & MAINT	168,011.56	168,011.56	.00	1,403.24
303 UTILITIES OP RESERVE	5,869.43	5,869.43	.00	.00
304 CAPITAL IMPROVEMENT TRUST	51,930.45	51,930.45	.00	.00
314 ROUTE JJ SEWER EXTENSION	30,706.25	30,706.25	.00	.00
350 2021 EDA GRANT PROJECTS	97,310.93	97,310.93	.00	.00
377 2004B SRF BONDS DEBT SERV	38,400.35	38,400.35	.00	.00
378 2006A SRF BONDS DEBT SERV	27,574.64	27,574.64	.00	.00
379 2004C BONDS DEBT SERVICE	26,459.09	26,459.09	.00	.00
380 2008A BONDS DEBT SERVICE	38,580.20	38,580.20	.00	.00
400 EMERGENCY TELEPHONE FUND	7,980.18	7,980.18	.00	.00
600 TRANSPORTATION TRUST FUND	10,095.50	10,095.50	.00	.00
601 STREET IMPROVEMENT FUND	333,688.34	333,688.34	.00	.00

ACCOUNTS PAYABLE CHECK REGISTER

#9.

BANK#	BANK NAME						
CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID REASON FOR VOID
		903	AMEREN MO SOLAR REBATES	1,719.49	1,719.49		.00 .00
		906	SOLAR SYSTEMS SETTLEMENT	3,910.33	3,910.33		.00 .00
		911	DOWNTOWN CID SALES TAX	12,400.00	12,400.00		.00 .00
		912	DOWNTOWN CID PROP TAX	1,492.38	1,492.38		.00 .00

ACCOUNTS PAYABLE CHECK REGISTER
*** CHECK SUMMARY ***

#9.

BANK#	BANK NAME		DESCRIPTION
CHECK#			
24 DISBURSEMENTS			
89892 Thru	89901	Utility Billing Checks	
89902 Thru	89925	Accounts Payable Checks	
89926 Thru	89937	Utility Billing Checks	
89938 Thru	89941	Accounts Payable Checks	
89942		Gap in Checks	
89943 Thru	90129	Accounts Payable Checks	
20211084 Thru	20211094	Accounts Payable E-Pay	

City of Moberly

City Council Agenda Summary

Agenda Number: #10.

Department: City Clerk

Date: June 6, 2022

Agenda Item: Consideration For Approval Of Renewal Liquor Applications.

- Summary:**
- **Bean of Moberly**, 118 West Reed Street, Moberly, MO, submitted by Jerry Swartz.
 - **Bratcher's Fuel**, 221 South Morley Street, Moberly, MO, submitted by James M. Bratcher, Jr.
 - **Bratcher's Market**, 301 South Morley Street, Moberly, MO, submitted by James M. Bratcher, Jr.
 - **Case 'N Keg**, 1802 South Morley Street, Moberly, MO, submitted by Angela Taylor.
 - **Coates Street Corner Grill**, 320 West Coates Street, Moberly, MO, submitted by Brande M. Blackwell.
 - **D'Abolengo Mexican Cuisine**, 2002 Silva Lane, Moberly, MO, submitted by April Elaine O'Haver.
 - **MO Axe Company LLC**, 535 West Reed Street, Moberly, MO, submitted by Brande M. Blackwell.
 - **Pizza Works**, 319 North Morley Street, Moberly, MO, submitted by Ken Castagno.
 - **Twisted Llama, Mallard's Pub and Pool**, 407 East Urbandale Dr, Suite D, Moberly, MO, Submitted by Jana Longbine.
 - **Vertigo Event Services LLC**, 315 West Coates Street, Moberly, MO, submitted by Tahlor Fowlkes.
 - **VFW Post 2654**, 1347 South Morley Street, Moberly, MO, submitted by Chris Wertz.
 - **Walgreen Co. #10377**, 1711 North Morley Street, Moberly, MO, submitted by Robbin Griffith.

Recommended

Action: Please approve these applications.

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

City of Moberly

City Council Agenda Summary

Agenda Number: #11.
 Department: City Manager
 Date: June 6, 2022

Agenda Item: Appointment to the Housing Authority Board.

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

Recommended

Action: Appoint Howard Glasgow to the board.

Fund Name: N/A

Account Number: 0

Available Budget \$: 0

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Kyser** _____

M___ S___ **Lucas** _____

Passed Failed

Housing Authority of the City of Moberly

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

May 10, 2022

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

Dear Mayor,

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

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

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

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

Sincerely,



Donna Dunwoody, PHM
Executive Director

Moberly Towers
205 Farror Street

660-263-2287

Fax: 660-263-4282

TDD: 660-263-2295

L.W. Case Apartments
220 Taylor Street

Allendale Manor
23 Kehoe Avenue

Countryview Garden
23 Kehoe Avenue

660-263-3950

FAX: 660-263-5509

TDD: 660-263-2295



**Reverend Howard Glasgow**

2251 Silva Lane Apt 1

Moberly MO 65270

660-263-4588

May 10, 2022

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

Dear Mayor,

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

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

Sincerely,

Howard Glasgow

PROFILE

Howard L. Glasgow

EXPERIENCE

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

CONTRIBUTION - SERVICE FOR THE COMMUNITY ... AS

...

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

2251 Silva Lane #1

Moberly Mo 65270

lukus94glasgow@gmail.com

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

City of

Moberly!

Board/Commission Application Form

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

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

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

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

How long have you been a resident of City of Moberly? 25 yrs

Occupation: Pastor Employer: Ind Baptist

Optional Questions (use back of application if necessary)

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

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

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

A voice, my presence is being available to strengthen our community.

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

1. Cornie Giese Phone: 660-263-0468
2. Sylvia Ginnery Phone: 660-263-7978
3. Paul Allen Phone: 660-341-7215

Howard Glasgow
 Signature of Applicant

*Additional Information may be attached to this form.

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

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#12.

Department: Comm. Dev.

Date: June 6, 2022

Agenda Item: Application for Board of Adjustment.

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

Recommended

Action: Appoint one person to the Board of Adjustment.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey**

Council Member

M___ S___ **Brubaker**

M___ S___ **Kimmons**

M___ S___ **Kyser**

M___ S___ **Lucas**

Passed Failed

Board/Commission Application Form

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

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

Name of Board or Commission: Board of Adjustments Date: 5-9-22

Your Name: CRAIG SAMP Street Address: 622 GARFIELD

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

Email: SAMP@CRAIGRYAN.COM

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

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

Occupation: General Contractor Employer: ME

Optional Questions (use back of application if necessary)

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


Been on the board FOR 30 years
JAN 1992

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

TO TURN BETTER PLACE TO LIVE

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

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


Signature of Applicant

*Additional Information may be attached to this form.

Return to: City of Moberly, 101 West Reed Street, M 107, MO 65270