

A G E N D A
WORK SESSION MEETING
City of Moberly
December 21, 2020
6:00 PM

Requests, Ordinances, and Miscellaneous

- [1.](#) Proposal from the Tourism Advisory Commission
- [2.](#) Review of a Farm Lease Agreement between the City of Moberly and Moberly Holding Company and Larry Sander.
- [3.](#) Review of Council Chambers Renovation
- [4.](#) A Resolution Supporting A Transportation Alternative Program Grant Application.
- [5.](#) Discussion of a Contingency Adjustment for the ESP Project for the Purpose of Purchase and Installation of Additional Meters
- [6.](#) Cooperative Agreement Between the City of Moberly and Charles and Belva Serio for Repair of an Emergency Spillway to Protect the City's Main Sewer Interceptor
- [7.](#) Downtown CSO Preliminary Engineering

City of Moberly

City Council Agenda Summary

Agenda Number: WS #1.
 Department: City Manager
 Date: December 21, 2020

Agenda Item: Proposal from the Tourism Advisory Commission

Summary: At the October 20, 2020 Moberly Tourism Commission meeting following proposal was reviewed and recommended approval by the Commission.

A proposal from Downtown CID for mural placements in downtown Moberly. They are requesting \$1,000 for the event for the mural project. The board made a motion to approve this request for \$800 (maximum is \$1,000). Points received was 31 out of 35. This is a Capital Improvement Project

We are requesting the design and painting of a mural on what was formerly the JT Cross building on Clark St. This would include the painting of:

- three small windows
- doorway
- large window
- entry
- sign at top of building

We have received one bid from local artist, Jared VanCleve, in the amount of \$9,490.00. This bid includes the prep, paint and sealing of the artwork. The tourism commission has voted to put \$1000 towards the painting of this mural with the contingency that there is an interactive element incorporated into the mural.

Recommended

Action: Direct staff to bring the January 4th Council meeting for final approval

Fund Name: Non-Resident Lodging Tax Fund

Account Number: 102.000.5502

Available Budget \$: 5,000

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Davis** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

City of

*Moberly!*Name of Organization: Downtown CID Board Date: 10/16/2020

Contact Person: _____

Address: 101 W. Reed Telephone: 660-269-7663Date of Event: _____ Name of Event: JT Cross Mural**How Event Promotes Tourism in Moberly****What are the specific, measurable Tourism benefits your event or capital project produces?**

Murals promote economic development of populations at risk of displacement. Murals provide a sense of identity, belonging, attachment, welcoming and openness, and strengthen community identification. They create a sense of placemaking and create destinations as well as increasing foot traffic. They also create a sense of public safety by creating a feeling that the location is cared for.

How does your event promote tourism, conventions, and other events within the city?

The goal of this campaign is to engage tourists, and locals, which will encourage curiosity and reinvestment into downtown Moberly. In time we hope that with increased revenue we will be capable of offering additional events in the downtown area and encourage investment. As this building is being advertised as an investment opportunity we believe that adding character to the outside will highlight the potential at this site.

How does your event attract non-residents?

Murals attract non-residents as a location to visit as "selfie-spots". Many times individuals in front of murals are used on social media which will give other viewer an idea of the opportunities we have to offer in Moberly.

If your application were accepted, how would the tourism funds granted be used? (If marketing, fill out itemized marketing budget)

Tourism funds will be used to purchase paint and pay the artist.

Financial Statement (See Attached)**Statement of Assurances**

Any funds received under this grant will be used for the purposes described in this application. The figures, facts, and representations in this application are true and correct to the best of my knowledge.

Name (Please Print): Downtown CID Board

Signature: _____

Date: 10/16/2020 Title or Office Held: _____

Detailed Budget

Event: Mural on JT Cross building

Date of Event: _____ Date of Application: _____

Sponsor: _____

Actual Last Year 20

OR
First Annual Budget

Estimated Present Year 20

Income (Estimated)

Rental Booths
Entry Fees/ Gate Receipts
Donations/ Sponsorships
T-Shirts and Souvenirs
Food and Drinks, Etc.
Moberly Tourism Grant
Other: (Explain)

The diagram shows a horizontal beam of length L pivoted at the left end. A weight W is suspended from the beam at a distance x from the pivot. The beam is at an angle θ to the horizontal. The weight W acts vertically downwards. The reaction force at the pivot acts upwards and to the right.

Expenses (Itemized)

- Advertising *
- T-Shirts and Souvenirs Food, Drinks, Etc.
- Labor Costs
- Entertainment
- Supplies
- Postage
- Rentals
- Insurance
- Payout, awards, prizes, contest winnings
- Other (Explain)

Total Expenditures

Estimate Value of In-Kind Services (Explain)

[illegible]

***If marketing grant application, fill out itemized marketing budget sheet.**

*Omitting required information will disqualify your application

Itemized Budget of Marketing Grant Funds

(Grant column should match grant dollars in detailed budget) (Total cost should match Advertising dollars in detailed budget)

| Item | Description | Total Cost | Grant |
|-------|-------------------|------------|-------|
| Mural | JT Cross Building | 5,000 | 1,000 |
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| | TOTAL | 5,000 | 1,000 |

Mural's on highlighted areas



Mural's on highlighted areas



MOBERLY TOURISM COMMISSION

GRANT APPLICATION

PROJECT SCORE SHEET

Date: 10/20/20

Tourism Board Member Name: _____

Name of Event: MuBa1Name of Organization: City of Moberly

| Evaluation Factors | Possible Points | Score |
|--|-----------------|-------|
| Quantify expansion of tourism in Moberly | 5 | 3 |
| Positive Community Impact to Moberly | 5 | 4 |
| Quality and Uniqueness of proposed Project | 5 | 5 |
| Positive Economic Impact to Moberly | 5 | 5 |
| Stability of Management and capacity | 5 | 5 |
| Evidence of Community Support | 5 | 5 |
| Overnight Hotel Stays, Retail, Restaurant | 5 | 4 |
| Total | 35 | 31 |

The following values are assigned to each numeric spread:

Outstanding - 5 points

Excellent - 4 points

Good - 3 points

Marginal - 2 points

Poor - 1 point

41,000

\$280

November 14, 2020 at 10:09 AM

JT Cross Lumber Mural

1. 3 small windows
 2. Doorway
 3. Large window
 4. Entry
 5. Sign at top
- Prepped, painted and sealed

TOTAL: \$9,490.00

Jared Van Cleve

660-833-8747

www.jwvstudios.weebly.com

City of Moberly

City Council Agenda Summary

Agenda Number: WS #2.

Department: Administration

Date: December 21, 2020

Agenda Item: Review of a Farm Lease Agreement between the City of Moberly and Moberly Holding Company and Larry Sander.

Summary: Consideration of an updated farm lease with Larry Sander for cash rent farming at Moberly Area Industrial Park. Proposed new farm lease has similar terms to existing farm lease with respect to price per acre, and length of time. Modifications include unifying the lease with the Moberly Holding Company's lease, changing the date of payment, and edits to the number of acres farmed due to the Plumrose project. Mr. Sander has agreed to honor the originally bid price per acre and has produced a report from his combine to show the reduced acreage from the Plumrose project

Recommended

Action: Direct staff to bring to January 4th Council meeting for final approval

Fund Name: N/A

Account Number: N/A

Available Budget \$: 0.00

| ATTACHMENTS: | | Roll Call | Aye | Nay |
|--|---|--|---|---|
| <input type="checkbox"/> Memo <input type="checkbox"/> Staff Report <input checked="" 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 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___ Davis M___ S___ Kyser | _____ _____ _____ _____ _____ Passed | _____ _____ _____ _____ _____ Failed |

Farm Lease Agreement

Lessors:

City of Moberly
101 W. Reed St.
Moberly MO 65270

and

Moberly Holding Company
115 North Williams
Moberly, MO 65270

Lessee:

Larry Sander
2046 County road 1380
Cairo, MO 65239

Area to be Leased:
Payable to City of Moberly:

Farm #1616: Property consists of approximately 112.16 acres of cropland, more or less, in sections 25 & 26, Township 54N, Range 14W, located at approximately 3100 North Morley in Moberly, Missouri; and

Farm #1539: Property consists of approximately 18.19 acres of cropland, more or less, in the NE ¼ of NE ¼ lying East of County Road less and except: Beginning at the NE Corner TH W 222(s) S 1320'(S) E 222'(S) to POB, Section 26 Township 54, Range 14, located at approximately 2192 County Road 1325 in Moberly, Missouri; and

Farm #2805: Property consists of approximately 11.67 acres of cropland, more or less, in the Southeast Quarter of Section 23, Township 54 North, Range 14 West, Randolph County, Missouri, and being more particularly described as follows: Commencing at the Southeast corner of Section 23, Township 54 North, Range 14 West, thence North 88 degrees 13 minutes 03 seconds West a distance of 264.35 feet to an existing rod being the true Point of Beginning; thence North 88 degrees 11 minutes 02 seconds West 1075.78 feet to a point from which a found rod bears South 88 degrees 11 minutes 02 seconds East 25.65 feet; thence North 01 degrees 28 minutes 46 seconds East a distance of 751.16 feet; thence South 88 degrees 16 minutes 59 seconds East a distance of 1093.53 feet to a point from which a set rod bears South 02 degrees 49 minutes 53 seconds West a distance of 4.01 feet; thence South 02 degrees 49 minutes 53 seconds West a distance of 753.15 feet to the Point of Beginning, said tract containing 18.73 acres, more or less. Common Address: 2486 County Road 1325, Moberly, Missouri.

Payable to Moberly Holding Company and City of Moberly

Farm #5541: Property consists of approximately 60.7 acres of cropland, more or less, in sections 23, 24, 25 & 26, Township 54N, Range 14W, located at approximately 3100 North Morley in Moberly, Missouri; and

Payable to Moberly Holding Company

Farm #6145: Property consists of approximately 10.63 acres of cropland, more or less, in sections 7, Township 53, Range 13, southern quarter of Lot 8 and all of lots 9 & 10, located on Omar Bradley Drive in Moberly, Missouri.

Farm #6345: Property consists of approximately 19.33 acres of cropland, more or less, in sections 7, Township 53, Range 13, north of the Orscheln Farm & Home Distribution Center located on Omar Bradley Drive in Moberly, Missouri.

Reductions and Changes due to Land Transactions

Farm #1616: Farm is owned in entirety by the City of Moberly. Due to the Plumrose project facility being constructed on approximately 40 acres of row crop land contemplated by this lease, the Parties acknowledge the acreage will be less than the 112.16. The Lessor agrees to accept a printed receipt from the Lessee's Combine and/or GPS to assess actual acreage.

Farm #5541: Portions of the farm are owned by both the Lessors. The northern farm identified as "1" on the 2019 FSA Maps that is 36.30 acres is owned by the Moberly Holding Company. Cash rent for that section is payable to Moberly Holding Company. Farms "2, 6, and 3" are owned by the City of Moberly with cash rent for those sections payable to the City of Moberly. The Parties also acknowledge the Plumrose project facility will lead to reductions in tillable acres in the farms owned by the City of Moberly. The City agrees to accept a printed receipt from the Lessee's Combine and/or GPS to assess actual acreage.

Acreage Breakdowns:**To Moberly Holding Company:**

Farm #6145 10.63 acres

Farm #6345 19.33 acres

Farm #5541 (Northern Section "1" only) 36.30 acres

Total acreage to Moberly Holding Company: 66.26 acres

To City of Moberly:

Farm #1539 18.19 acres

Farm #2805 11.67 acres

Farm #5541 (Southern Sections "2, 6, and 3" only) 24.4 acres* **Confirmed at 4.97 acres (12/3/20)**

Farm #1616 112.16 acres* **Confirmed at 74.73 acres (12/3/20)**

Total acreage to City of Moberly: 166.62 **UPDATED TO: 109.56 (12/3/20)**

"*" denotes a Farm that will be smaller due to Plumrose project facility. City of Moberly will accept a printed receipt from the Lessee's Combine and/or GPS to assess actual acreage.

Total of ~~232.88~~ Acres UPDATED TO: 175.82 (12/3/20)

Prior Leases Revoked: The Parties intend for this lease to replace any known or assumed leases between the parties for the previously mentioned farms.

Term of Agreement: From January 1, 2020 to December 31, 2021. This agreement is for the term stated herein and no notice of termination of the Agreement is required.

Rental Rate: Lessee shall pay rent of One Hundred and Seventy Seven Dollars (\$177.00) per acre, per year. This is cash rent due and payable to Lessors. Lessors are not responsible for any expenses incurred by Lessee in farming/planting/harvesting the acreage.

Payment: The payment is due on December 15 each year.

Indemnity: Lessee agrees to defend, indemnify and hold harmless the Lessor for losses/expenses incurred by Lessee in the farming of the leased property.

Insurance: Lessee agrees to maintain the following insurance:

Commercial General Liability with minimum limits of \$1,000,000/occurrence and \$2,000,000 aggregate.

Automobile Liability with minimum limits of \$1,000,000/occurrence and \$2,000,000 aggregate.

Workers' Compensation insurance with statutory limits as required by law including Employer's Liability insurance with minimum limits of \$1,000,000 per accident.

Special Agreements:

Lessors and Lessee estimate the total tillable acres at approximately **175.82**. Lessors and Lessee agree that the actual determination of acres will be made by official FSA measurements. Lessors are responsible for payment of all property taxes and shall carry their own liability insurance on the property. Lessee, in addition to insurance required above, shall carry sufficient liability insurance to cover his/her farming operations on the land. Lessee shall pay all costs associated with producing crops on this land, and shall be entitled to all agricultural production from this land. Lessee shall further be entitled to all government payments which may be applicable for any participation in government programs on the land associated with farm #5541 only.

Should the Lessors desire to convert any portion of the land covered by this lease to non-agricultural use during the term of the lease that may cause damage to or the loss of any crops, the lessee agrees to vacate the premises immediately and the following shall be used to calculate compensation to Lessee:

- If damage or crop loss takes place before July 1, compensation shall be the reimbursement of actual documented expenses to prepare land and plant the crop.
- If damage or crop loss takes place after July 1, an average of the yield of the crop from only the remaining acres covered by this lease will be used to calculate compensation.

No hazardous chemicals may be transported or stored on the property covered by this lease and the Lessee may not build structures of any kind. No equipment may be stored on the property covered by this lease and no trash, rubbish or salvage may be placed or left on the property.

Lessee further agrees to provide up to \$2,500 per year on a yearly basis for any land clearing or cleanup on the land covered by this lease free of charge to the owner. This will cover equipment and labor costs provided by the Lessee.

Liability: Lessors neither assumes nor accepts any and all liability for debts or activities associated with the farming of this land.

Agreed to and Signed this 3 day of Dec, 2020 by:

Michael R Bugalski 12/3/20
Michael Bugalski, President Date
Moberly Holding Company

Brian Crane, City Manager
City of Moberly

Larry Lander 12-3-2020
Lessee Date



**All Measurements are for
FSA Programs Only
Wetland Determination Identifiers**

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.

Randolph Co. FSA

SB=Soybeans-COM-GR; C=Corn-YEL-GR
GZ=MIXFG-IGS-GZ; FG/HY=MIXFG-IGS-FG
ALF=Alfalfa-FG; WW/LS=MIXFG-IGS-LS
WHT=Wheat-SRW-GR; Oats=Oats-SPR-GR
SUD/Sudan=Grass-SUD-FG; FAL=Fallow
CLV=Clover-Red-LEG; RYE=Rye-FG
GRP=GRP-GZ
GRSORG=Sorgh-GRS-GR
*Unless notated

15

1 inch equals 660 feet

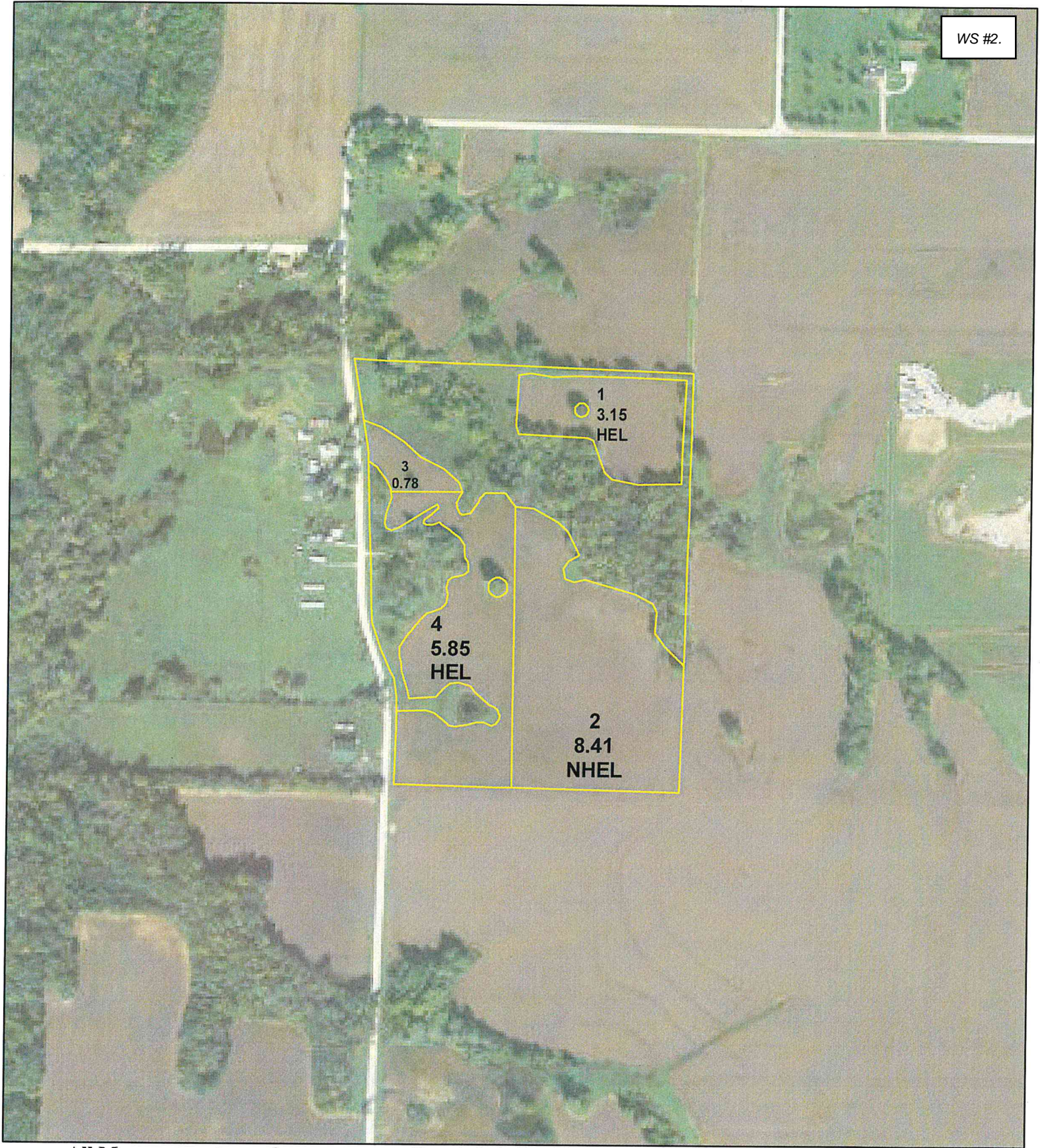
Program Year: 2019

Created: 4/25/2019

Flown: 2016-06-17



**Farm 1616
Tract 1256**



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ALF=Alfalfa-FG; WW/LS=MIXFG-IGS-LS
WHT=Wheat-SRW-GR; Oats=Oats-SPR-GR
SUD/Sudan=Grass-SUD-FG; FAL=Fallow
CLV=Clover-Red-FG; RYE=Rye-FG
GRP=GRP-GZ
GRSORG=Sorgh-GRS-GR
*Unless noted

16

1 inch equals 400 feet

Program Year: 2019

Created: 4/25/2019

Flown: 2016-06-17



**Farm 1539
Tract 1254**



**All Measurements are for
FSA Programs Only
Wetland Determination Identifiers**

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions

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ALF=Alfalfa-FG; WW/LS=MIXFG-IGS-LS
WHT=Wheat-SRW-GR; Oats=Oats-SPR-GR
SUD/Sudan=Grass-SUD-FG; FAL=Fallow
CLV=Clover-Red-FG; RYE=Rye-FG
GRP=GRP-GZ
GRSORG=Sorgh-GRS-GR
*Unless notated

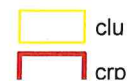
17

1 inch equals 400 feet

Program Year: 2019

Created: 4/25/2019

Flown: 2016-06-17



**Farm 2805
Tract 8170**



Common Land Unit
 Cropland Non-cropland CRP

Farm 5541
Tract 10028

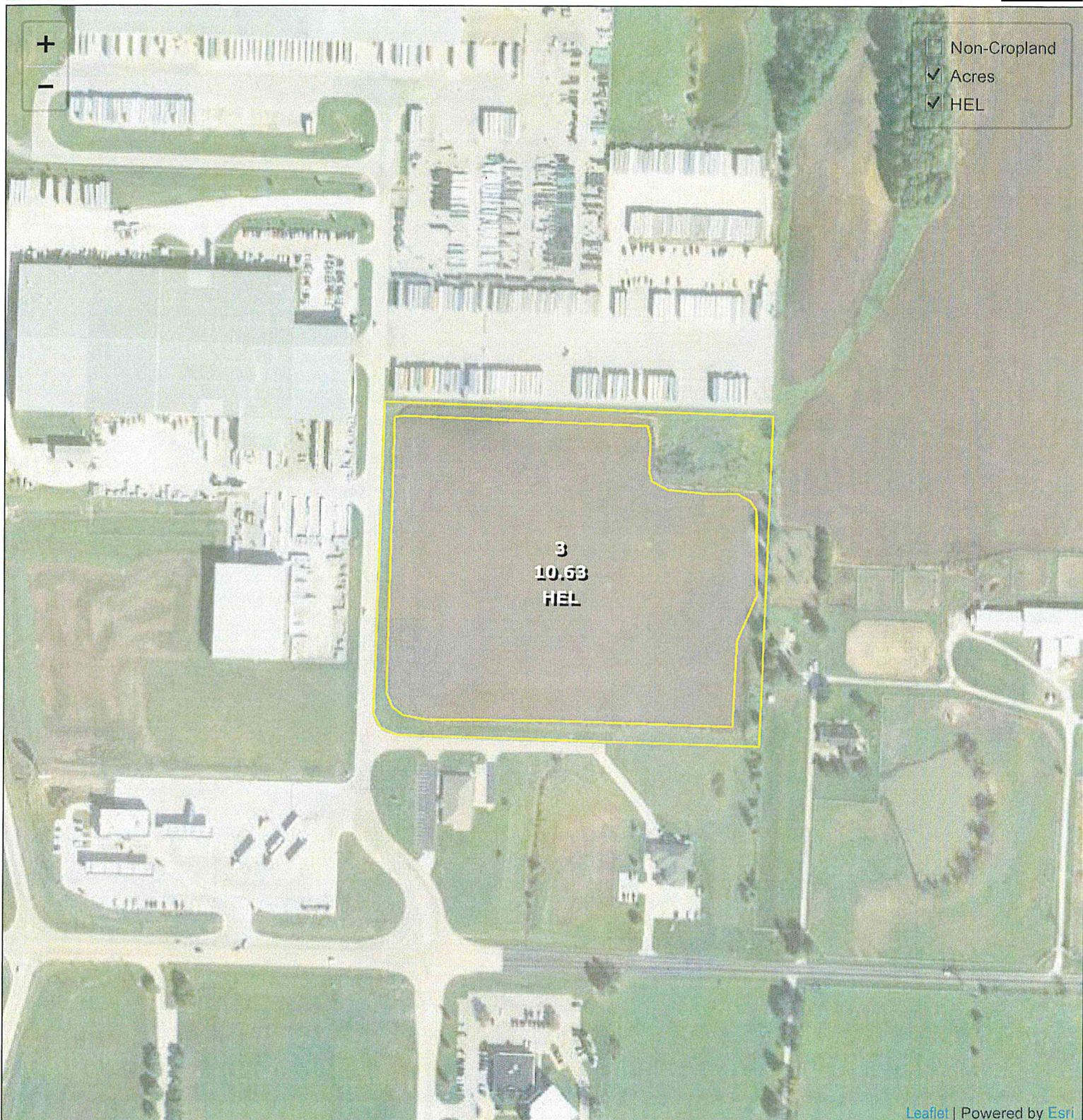
Wetland Determination Identifiers
 Restricted Use
 Limited Restrictions
 Exempt from Conservation Compliance Provisions

2020 Crop Year



Tract 1 of 1

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damages as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (PA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).



Common Land Unit
 Cropland
 Non-cropland
 CRP

Farm 6145
Tract 10730

Wetland Determination Identifiers

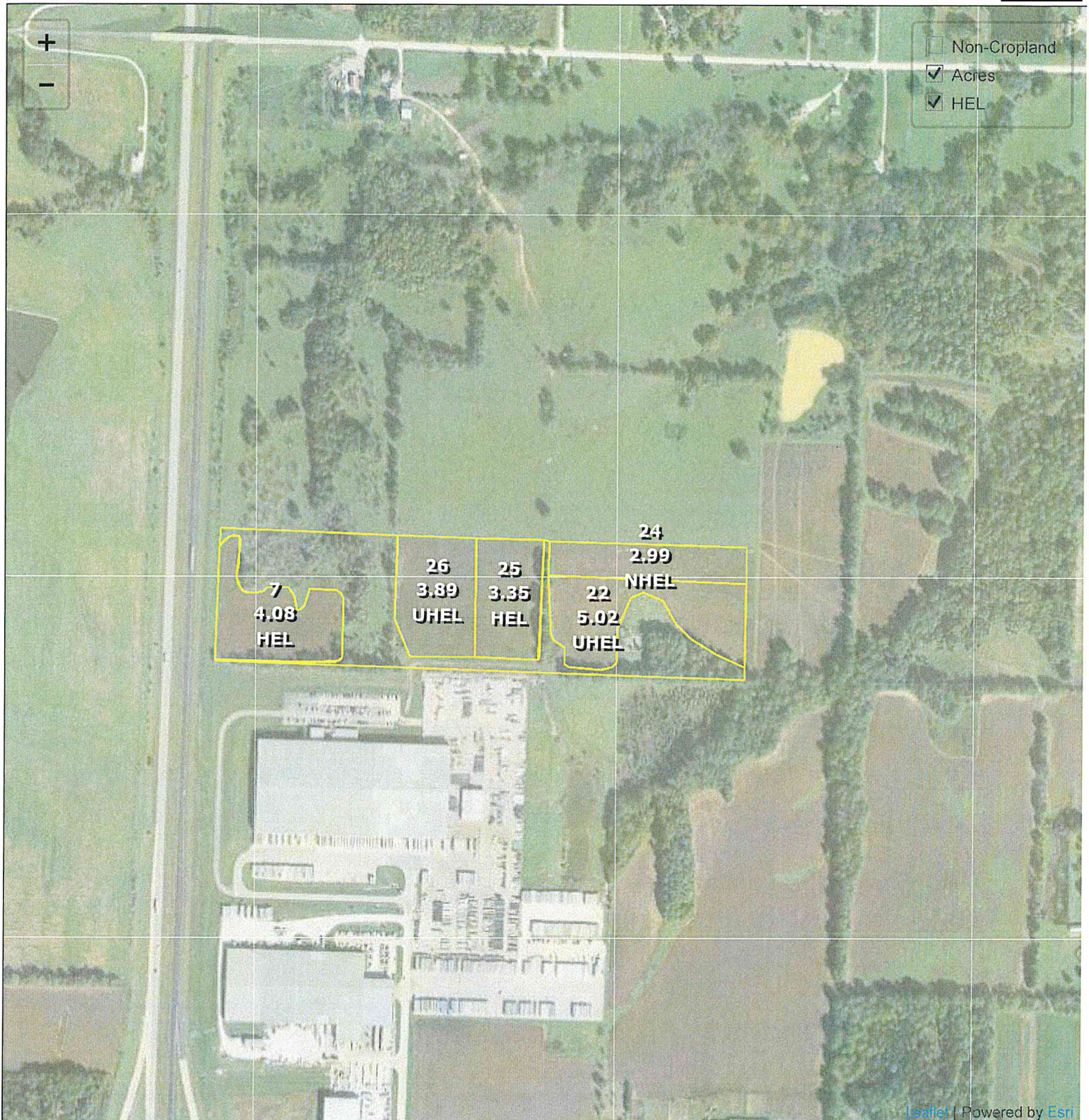
- Restricted Use
- ▼ Limited Restrictions
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2020 Crop Year



Tract 1 of 1

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Common Land Unit

Cropland Non-cropland CRP

Farm 6345
Tract 10879

Wetland Determination Identifiers

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions

2020 Crop Year

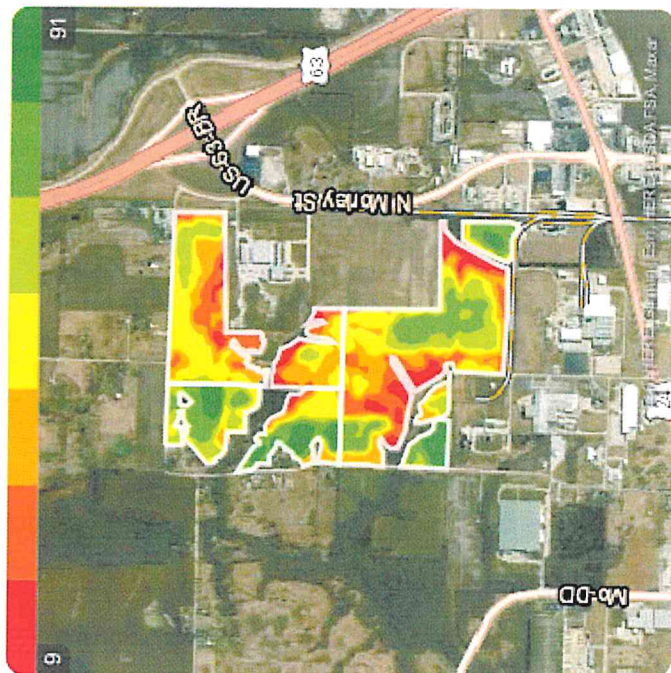
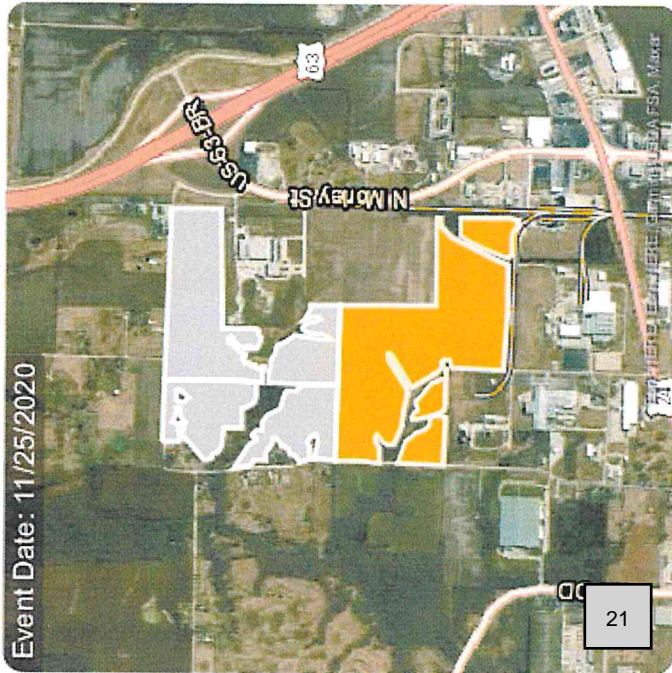


Tract 1 of 1

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Yield By Product

2020 - Soybeans



Yield By Product

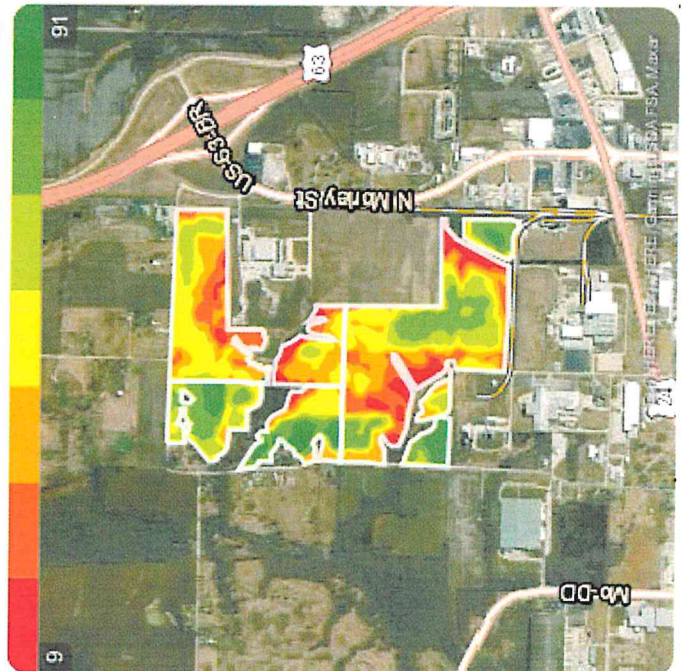
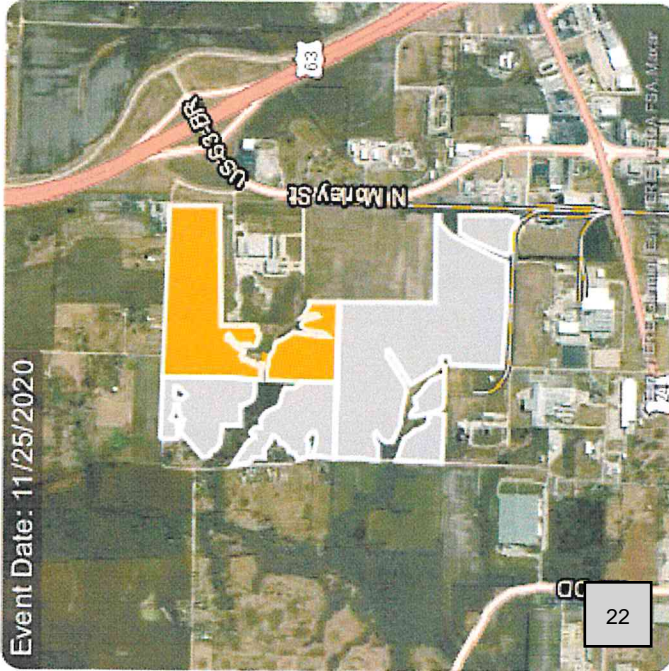
50
45
40
35
30
25
20
15
10
5
0

| Legend | Product | Avg Yield | Avg Moisture % | Acres | % of Avg |
|--------|-----------|-----------|----------------|--------|----------|
| | N/A | 48.14 | 10.54 | 65.66 | 101.64 |
| | 10.6-36-0 | 46.68 | 10.38 | 74.73 | 98.56 |
| | All | 47.37 | 10.45 | 140.39 | 100.00 |

FAM #1616

Yield By Product

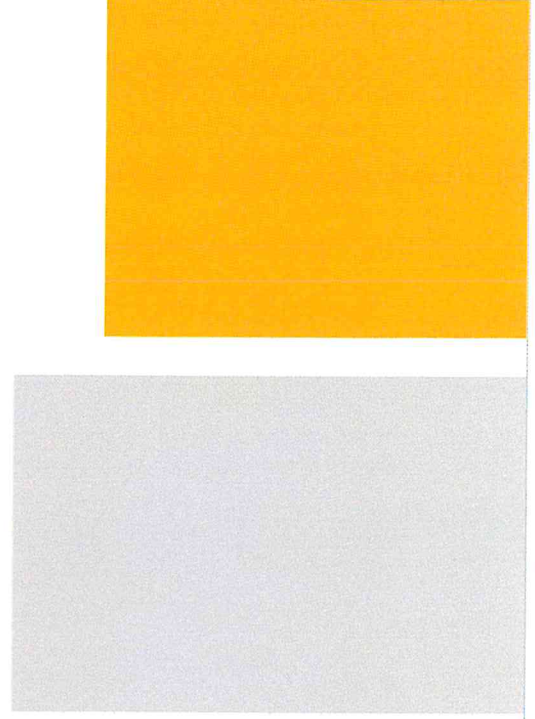
2020 - Soybeans



| Legend | Product | Avg Yield | Avg Moisture % | Acres | % of Avg |
|--------|---------|-----------|----------------|--------|----------|
| | N/A | 49.89 | 10.25 | 99.49 | 105.34 |
| | 0-0-15 | 41.27 | 10.96 | 41.27 | 87.13 |
| | All | 47.36 | 10.46 | 140.75 | 100.00 |

FARM # 5591

Yield By Product



Farm Lease Agreement

Lessors:

City of Moberly
101 W. Reed St.
Moberly MO 65270

and

Moberly Holding Company
115 North Williams
Moberly, MO 65270

Lessee:

Larry Sander
2046 County road 1380
Cairo, MO 65239

Area to be Leased:
Payable to City of Moberly:

Farm #1616: Property consists of approximately 112.16 acres of cropland, more or less, in sections 25 & 26, Township 54N, Range 14W, located at approximately 3100 North Morley in Moberly, Missouri; and

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Payable to Moberly Holding Company and City of Moberly

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Payable to Moberly Holding Company

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Farm #6345: Property consists of approximately 19.33 acres of cropland, more or less, in sections 7, Township 53, Range 13, north of the Orscheln Farm & Home Distribution Center located on Omar Bradley Drive in Moberly, Missouri.

Reductions and Changes due to Land Transactions

Farm #1616: Farm is owned in entirety by the City of Moberly. Due to the Plumrose project facility being constructed on approximately 40 acres of row crop land contemplated by this lease, the Parties acknowledge the acreage will be less than the 112.16. The Lessor agrees to accept a printed receipt from the Lessee's Combine and/or GPS to assess actual acreage.

Farm #5541: Portions of the farm are owned by both the Lessors. The northern farm identified as "1" on the 2019 FSA Maps that is 36.30 acres is owned by the Moberly Holding Company. Cash rent for that section is payable to Moberly Holding Company. Farms "2, 6, and 3" are owned by the City of Moberly with cash rent for those sections payable to the City of Moberly. The Parties also acknowledge the Plumrose project facility will lead to reductions in tillable acres in the farms owned by the City of Moberly. The City agrees to accept a printed receipt from the Lessee's Combine and/or GPS to assess actual acreage.

Acreage Breakdowns:

To Moberly Holding Company:

Farm #6145 10.63 acres

Farm #6345 19.33 acres

Farm #5541 {Northern Section "1" only} 36.30 acres

Total acreage to Moberly Holding Company: 66.26 acres

To City of Moberly:

Farm #1539 18.19 acres

Farm #2805 11.67 acres

Farm #5541 {Southern Sections "2, 6, and 3" only} 24.4 acres* **Confirmed at 4.97 acres {12/3/20}**

Farm #1616 112.16 acres* **Confirmed at 74.73 acres {12/3/20}**

Total acreage to City of Moberly: 166.62 **UPDATED TO: 109.56 {12/3/20}**

*** denotes a Farm that will be smaller due to Plumrose project facility. City of Moberly will accept a printed receipt from the Lessee's Combine and/or GPS to assess actual acreage.

Total of 232.88 Acres UPDATED TO: 175.82 {12/3/20}

Prior Leases Revoked: The Parties intend for this lease to replace any known or assumed leases between the parties for the previously mentioned farm s.

Term of Agreement: From January 1, 2020 to December 31, 2020. This agreement is for the term stated herein and no notice of termination of the Agreement is required.

Rental Rate: Lessee shall pay rent of One Hundred and Seventy Seven Dollars (\$177.00) per acre, per year. This is cash rent due and payable to Lessors. Lessors are not responsible for any expenses incurred by Lessee in farming/planting/harvesting the acreage.

Payment: The payment is due on December 15 each year.

Indemnity: Lessee agrees to defend, indemnify and hold harmless the Lessor for losses/expenses incurred by Lessee in the farming of the leased property.

Insurance: Lessee agrees to maintain the following insurance:

Commercial General Liability with minimum limits of \$1,000,000/occurrence and \$2,000,000 aggregate.

Automobile Liability with minimum limits of \$1,000,000/occurrence and \$2,000,000 aggregate.

Workers' Compensation insurance with statutory limits as required by law including Employer's Liability insurance with minimum limits of \$1,000,000 per accident.

Special Agreements:

Lessors and Lessee estimate the total tillable acres at approximately **175.82**. Lessors and Lessee agree that the actual determination of acres will be made by official FSA measurements. Lessors are responsible for payment of all property taxes and shall carry their own liability insurance on the property. Lessee, in addition to insurance required above, shall carry sufficient liability insurance to cover his/her farming operations on the land. Lessee shall pay all costs associated with producing crops on this land, and shall be entitled to all agricultural production from this land. Lessee shall further be entitled to all government payments which may be applicable for any participation in government programs on the land associated with farm #5541 only.

Should the Lessors desire to convert any portion of the land covered by this lease to non-agricultural use during the term of the lease that may cause damage to or the loss of any crops, the lessee agrees to vacate the premises immediately and the following shall be used to calculate compensation to Lessee:

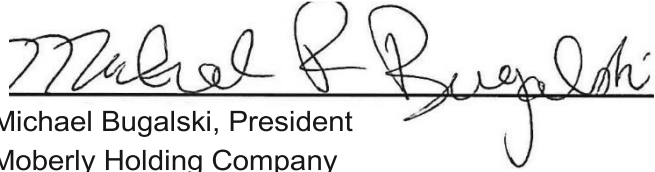
- If damage or crop loss takes place before July 1, compensation shall be the reimbursement of actual documented expenses to prepare land and plant the crop.
- If damage or crop loss takes place after July 1, an average of the yield of the crop from only the remaining acres covered by this lease will be used to calculate compensation.

No hazardous chemicals may be transported or stored on the property covered by this lease and the Lessee may not build structures of any kind. No equipment may be stored on the property covered by this lease and no trash, rubbish or salvage may be placed or left on the property.

Lessee further agrees to provide up to \$2,500 per year on a yearly basis for any land clearing or cleanup on the land covered by this lease free of charge to the owner. This will cover equipment and labor costs provided by the Lessee.

Liability: Lessors neither assumes nor accepts any and all liability for debts or activities associated with the farming of this land.

Agreed to and Signed this 3rd day of December 2020 by:

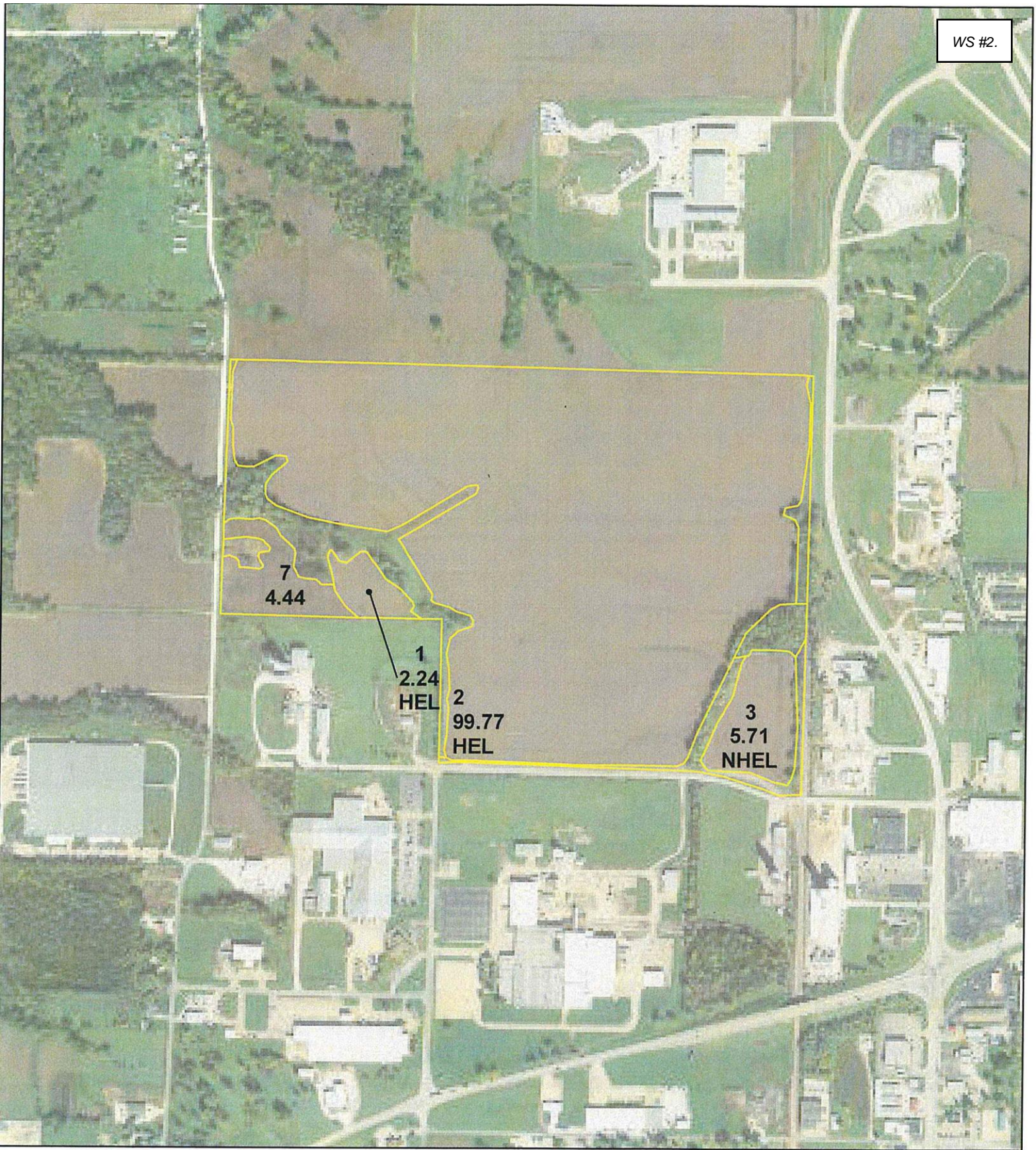

Michael Bugalski, President
Moberly Holding Company

12/3/
Date

Brian Crane, City Manager
City of Moberly

Lessee

Date



**All Measurements are for
FSA Programins Only
Wetland Detennination Identifiers**

- e Restricted Use
- V Limited Restrictions
- Exempt from Conservation Compliance Provisions

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area.

Randolph Co. FSA

SB=Soybeans-COM-GR; C=Corn-YEL-GR
GZ=MIXFG-IGS-GZ; FG/HY=MIXFG-IGS-FG
ALF=Alfalfa-FG; WW/LS=MIXFG-IGS-LS
WHT=Wheat-SRW-GR; Oats=Oats-SPR-GR
SUD/Sudan=Grass-SUD-FG; FAL=Fallow
CLV=Clover-Pod-FG; RYE=Rye-FG
GRP=GRP-G
GRSORG=Sorgh-GRS-GR
*Unless noted

27

1 inch equals 660 feet

Program Year: 2019

Created: 4/25/2019

Flown: 2016-06-17

C clu

Farm1616

determinations, or contact NRCS.

r7 cro Tract 1256

$$\frac{f f_1}{, \parallel} - \frac{11}{\cdot} \quad T = T \dots$$
$$-\frac{1}{2} \frac{d}{dt} \int_{\mathbb{R}^n} |\nabla u|^2 dx + \frac{1}{2} \frac{d}{dt} \int_{\mathbb{R}^n} |u|^2 dx = 0.$$











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8.41
NHEL

**All Measurements are for
FSA Programs Only
Wetland Determination Identifiers**

Restricted Use

V Limited Restrictions

■ Exempt from Conservation Compliance Provisions

size, shape or specific determination of the area.

Randolph Co. FSA

SB=Soybeans-COM-GR; C=Corn-YEL-GR

GZ=MIXFG-IGS-GZ; FG/HY=MIXFG-

IGS-FG ALF=Alfalfa-FG;

WW/LS=MIXFG-IGS-LS

WHT=Wheat -SRW-GR; Oats=Oats-

SPR-GR SUD/Sudan=Grass-SUD-FG;



WS #2.

FAL=Fallow CLV=Clover-Red-EG : RYE=Rye-EG

GRP=GRP-GZ ; Milo/GRSORG=Sorgh-GRS-GR
*Unless notated on Map

1 inch equals 400 feet

Program Year: 2019

Created: 4/25 /2019 Flown:
2016-06-17

Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS .

r-

clu

Farm 1539

r7

r,m

Tract 1254



**All Measurements are for
FSA Programs Only
Wetland Determination Identifiers**

Randolph Co. FSA

SB=Soybeans-COM-GR; C=Corn-YEL-GR
GZ=MIXFG-IGS-GZ; FG/HY=MIXFG-IGS-FG
ALF=Alfalfa-FG; WW/LS=MIXFG-IGS-LS
WHT=Wheat -SRW-GR; Oats=Oats-SPR-GR
SUD/Sudan=Grass-SUD-FG; FAL=Fallow
CLV=Clover-Red-FG; RYE=Rye-FG
GRP=GRP-G 31 GRSORG=Sorgh-GRS-GR
*Unless noted

1 inch equals 400 feet

Program Year: 2019

Created: 4/25/2019

Flown: 2016-06-17

Restricted Use

V Limited Restrictions

■ Exempt from Conservation Compliance Provisions

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area.

Refer to your original determination (CPA-026 and attached maps)

C clu

Farm 2805

for exact

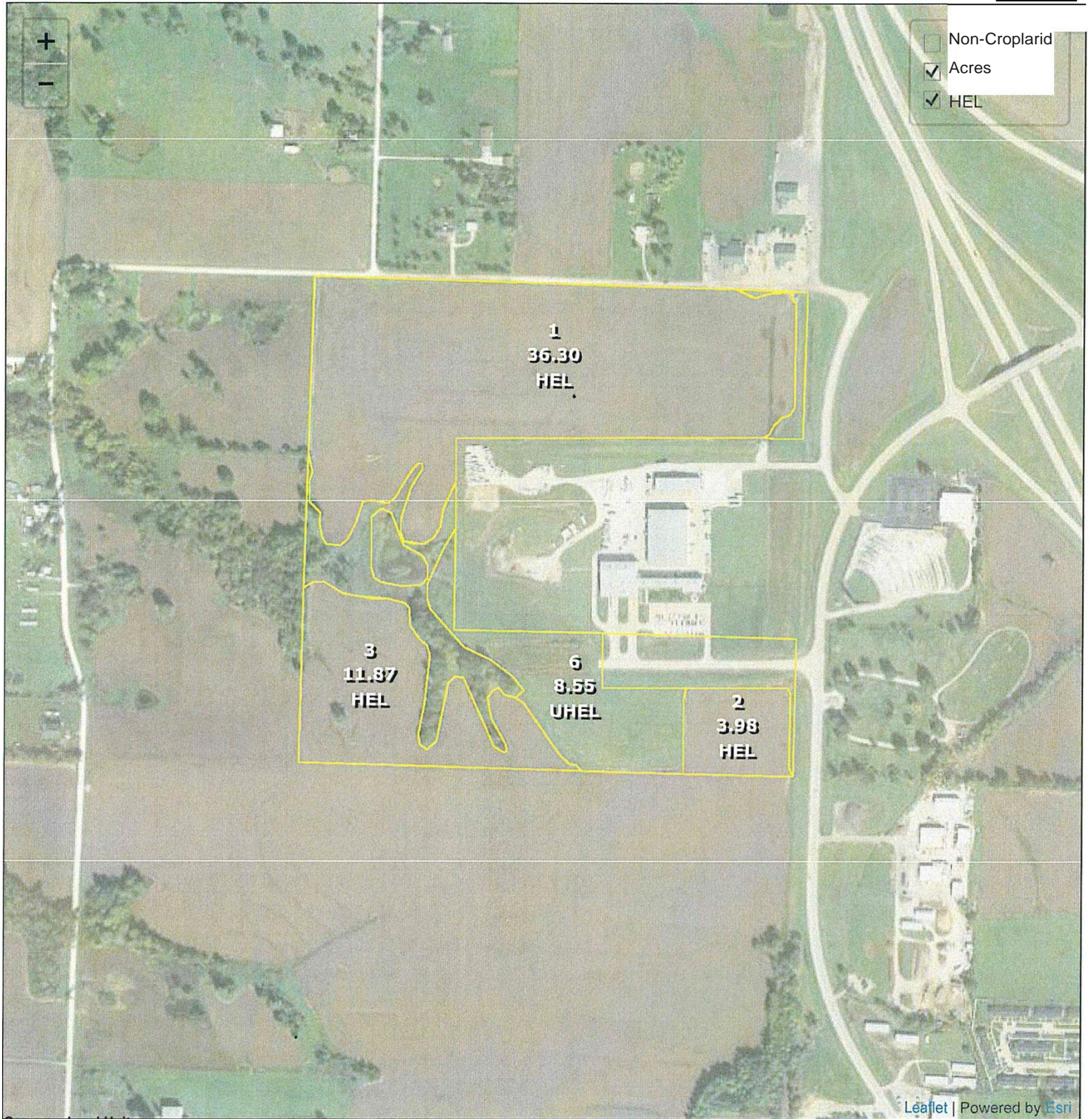
wetland boundaries and

determinations, or contact NRCS .

r7 cro Tract 8170

Randolph County, Missouri

WS #2.



Farm 5541
Tract 10028

Wetland Determination Identifiers

• **Restricted Use**

Limited Restrictions

■ **Exempt from Conservation Compliance Provisions**

2020 Crop Year

N

W E

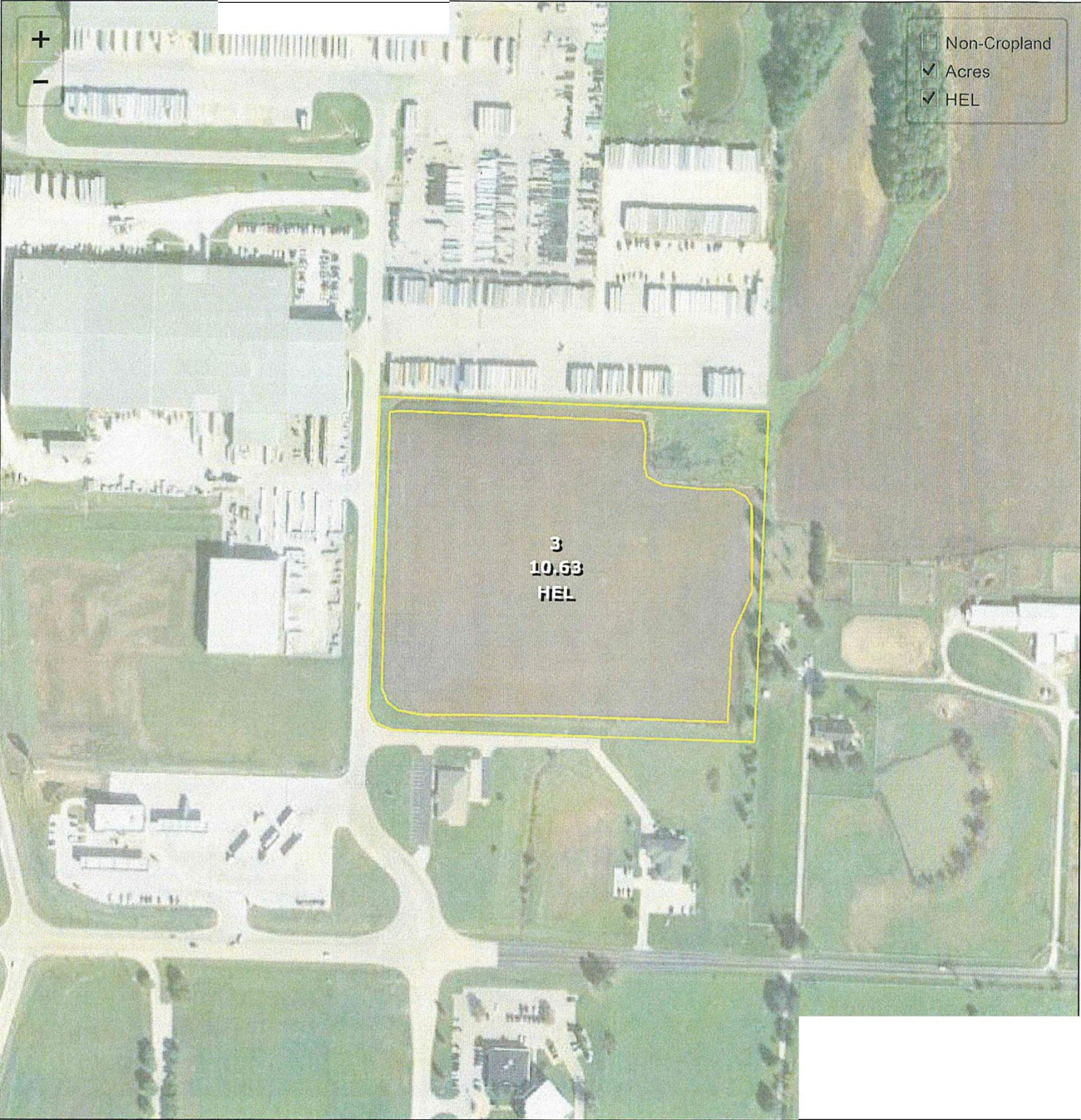
S

Tract 1 of 1

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Inventory Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (PA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

?
Randolph County, Missouri

WS #2.



Common Land Unit
Cropland Non-cropland CRP

Farm **6145**
Tract **10730**

Wetland Determination Identifiers
e Restricted Use
 Limited Restrictions
 Exempt from Conservation Compliance Provisions

Leaflet | Powered by Esri

2020 Crop Year



Tract 1 of 1

<https://intranet-apps.fsa.usda.gov/cars/setupReports.do?dispatchTo=report&repmi=fsa578Map&farmNu...> 12/20/2019

Randolph County, Missouri

WS #2.



Common Land Unit
Cropland Non-cropland CRP

2020 Crop Year

Farm 6345
Tract 10879

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions

Exempt from Conservation Compliance Provisions

N
W... E
S
Tract 1 of 1

<https://intranet-apps.fsa.usda.gov/cars/setUpReports.do?dispatchTo=report&report=fsa578Map&farmNum...> 12/20/2019

Larry Sander
Added by 5.0.0 conversion
City Ground
166.63 ac

Yield By Product 2020 -Soybeans

11/ 25/2020

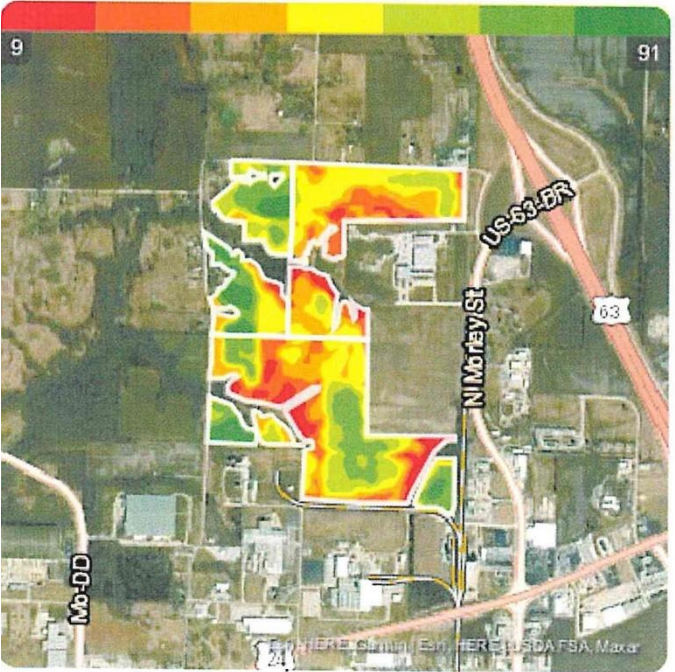
Event Date: 11/25/2020



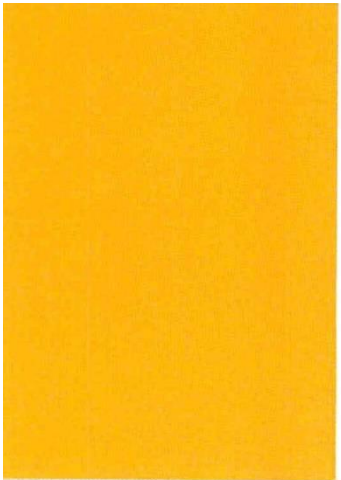
| Legend | Product | Avg Yield | Avg Moisture % |
|--------|-----------|-----------|----------------|
| | N/A | 48.14 | 10.54 |
| | 10.6-36-0 | 46.68 | 10.38 |
| | All | 47.37 | 10.45 |

| Acres | % of Avg |
|--------|----------|
| 65.66 | 101.64 |
| 74.73 | 98.56 |
| 140.39 | 100.00 |

FAAM #1610



Yield By Product



Larry Sander
Added by 5.0.0 conversion
City Ground
16 6.63 ac

Yield By Product

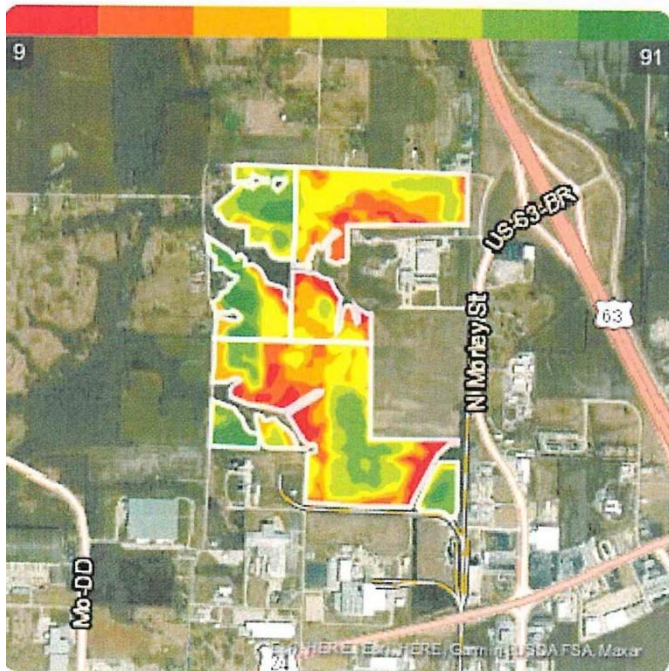
2020 - Soybeans

G R O L I N
S o l u t i o n s f o r A g r i c u l t u r e

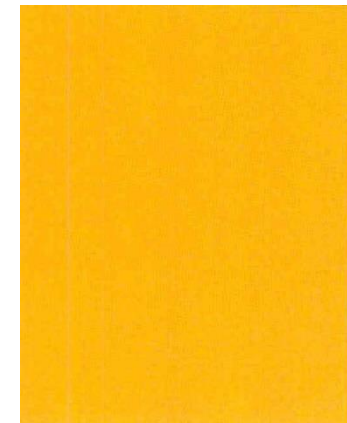


FARM# 5541

| Legend | Product | Avg Yield | Avg Moisture % | | Acres | % of Avg |
|--------|---------|-----------|----------------|--------|--------|----------|
| | N/A | 49.89 | 10.25 | 99.49 | 105.34 | |
| | 0-0-15 | 41.27 | 10.96 | 41.27 | 87.13 | |
| | All | 47.36 | 10.46 | 140.75 | 100.00 | |



Yield By Product





City of Moberly

City Council Agenda Summary

Agenda Number: WS #3.

Department: Administration

Date: December 21, 2020

Agenda Item: Review of Council Chambers Renovation

Summary: Council Chambers Renovation- As part of the CARES ACT Funding, the city applied for renovations to the Council Chambers. Unfortunately, we received the equipment upgrade for the chamber through Arts Appliance and Fusion Technology, but we were unsuccessful with the room renovation. The room renovation would have allowed the council chamber to build the room with the technology in the walls and remodel. If the council wants to move forward with the remodel, it needs to be done before technology is placed in the chamber. Depending on final design, we estimate the remodel to be around \$25,000 to \$40,000 that could be funded with received CARES Act Funding to the city. Some of the benefits to enclosing the council chamber are:

- Integrated Technology in the remodel
- Better sound and video technology
- Security for participants
- Crowd and Attendance Control
- Pandemic/Social Distancing Control

Additional Meeting Space to spread out during business hours.

Recommended

Action: Direct staff on how to proceed.

Fund Name: General Fund/ City Hall Department

Account Number: 100.011.5300

Available Budget \$:

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

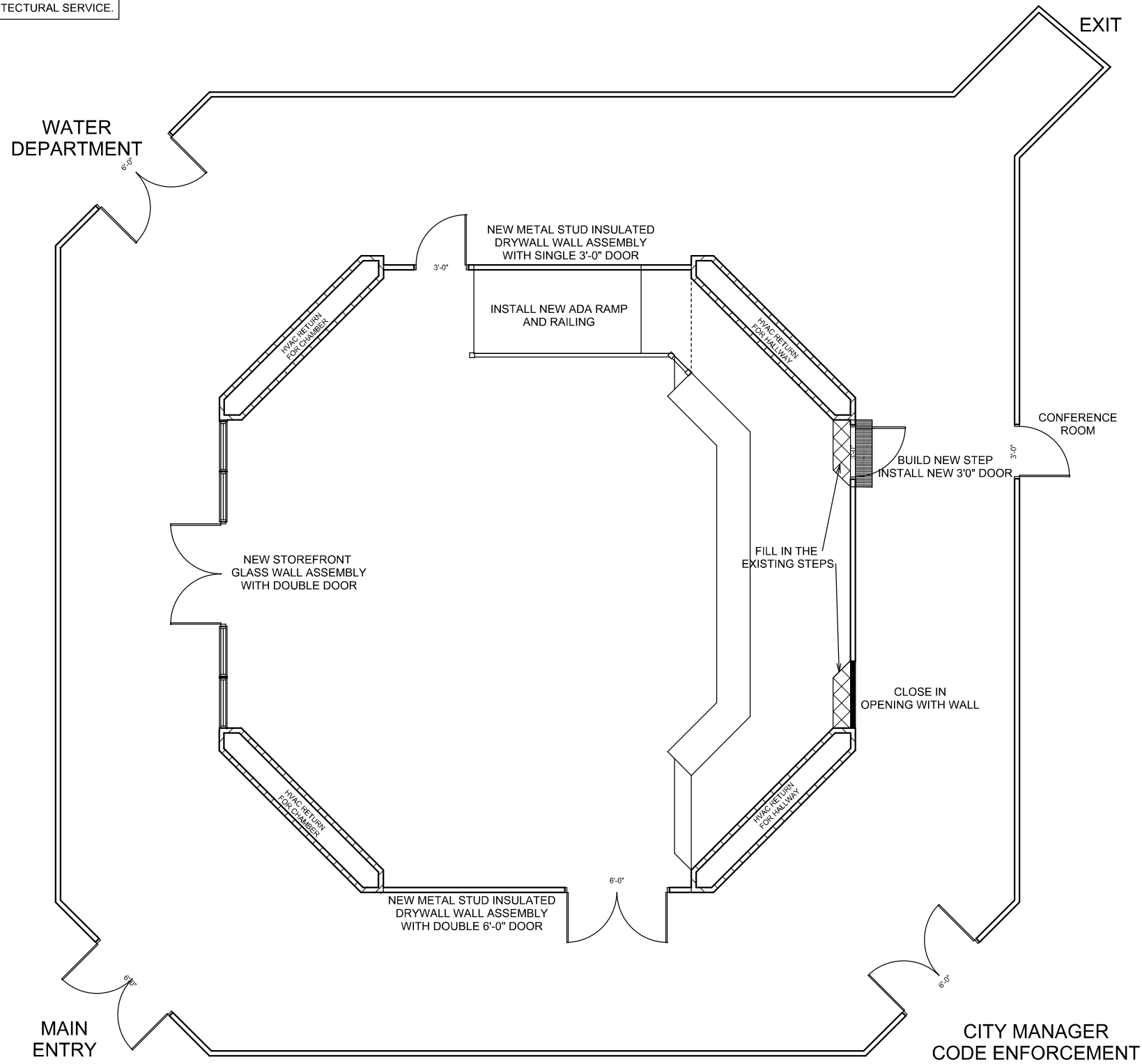
M___ S___ **Kimmons** ___ ___

M___ S___ **Davis** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

THESE DRAWINGS REPRESENT A BUILDER'S SET OF DRAWINGS
AND ARE TO BE USED AS A GUIDE TO THE CONSTRUCTION PROCESS.
THEY DO NOT REPRESENT A FULL OR COMPLETE ARCHITECTURAL SERVICE.



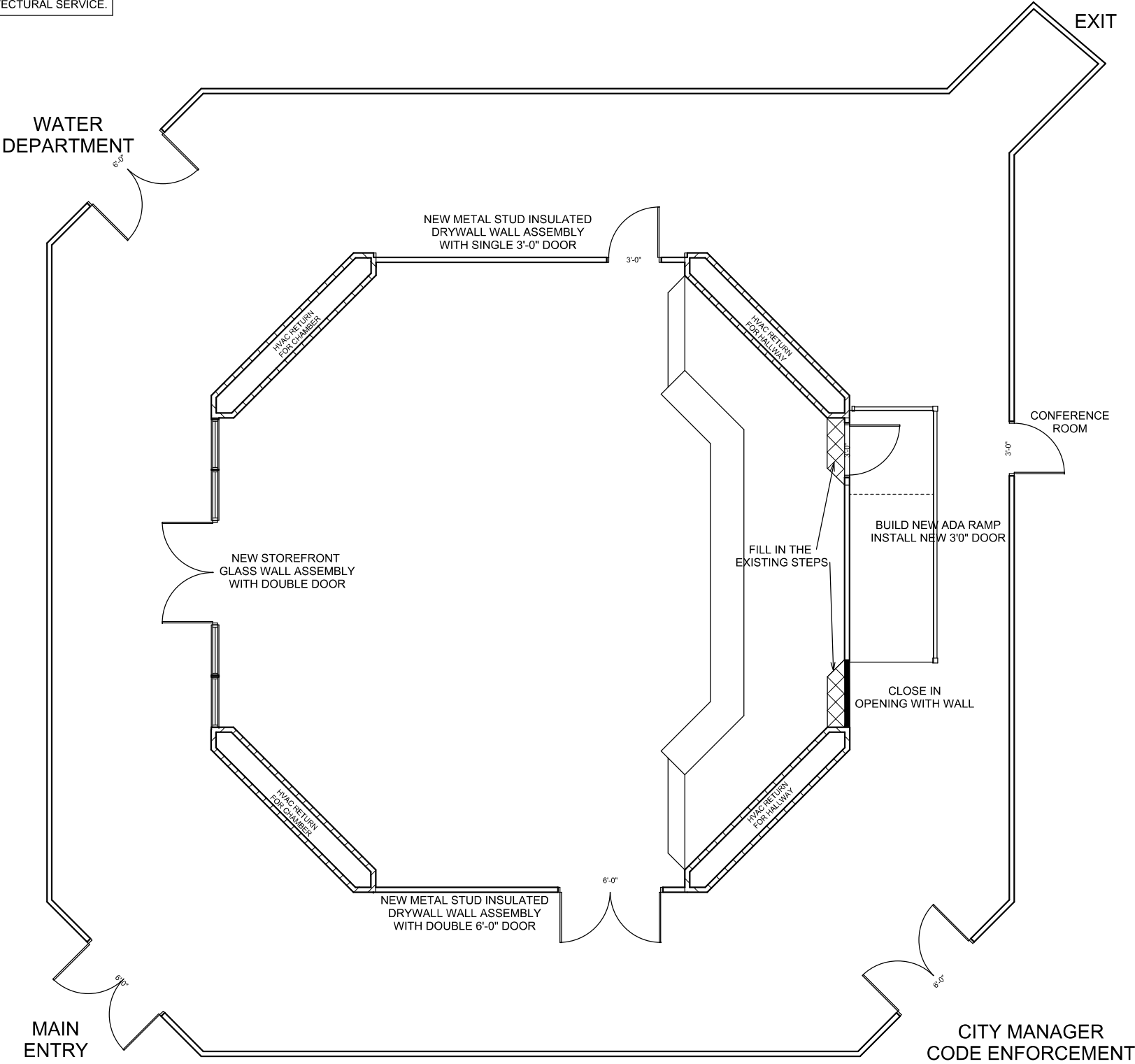
1ST FLOOR PLAN
SCALE: 1/8" = 1'-0"

L&J Development Inc

**CITY OF MOBERLY
101 WEST REED STREET
MOBERLY, MO 65270
COUNCIL CHAMBERS
RENOVATIONS**

| | | |
|-----------|----------|--|
| PAGE #: | | |
| DRAWN BY: | JWL | |
| SCALE: | 1/8"=1' | |
| DATE: | 09/07/20 | |

THESE DRAWINGS REPRESENT A BUILDER'S SET OF DRAWINGS
AND ARE TO BE USED AS A GUIDE TO THE CONSTRUCTION PROCESS.
THEY DO NOT REPRESENT A FULL OR COMPLETE ARCHITECTURAL SERVICE.



1ST FLOOR PLAN
SCALE: 1/8" = 1'-0"

L&J Development Inc

**CITY OF MOBERLY
101 WEST REED STREET
MOBERLY, MO 65270
COUNCIL CHAMBERS
RENOVATIONS**

PAGE #:

JWL

DRAWN BY:

1/8"=1

SCALE:

09/07/20

DATE:

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #4.

Department: Public Works

Date: December 21, 2020

Agenda Item: A Resolution Supporting A Transportation Alternative Program Grant Application.

Summary: The proposed TAP Project along South Morley Street will begin at the mobile home park approximately 750-feet south of Shepherd Brothers Boulevard and extend north. Depending on the level of funding available, the project could extend as far north as McKinsey Street. This section of sidewalk would serve to connect two mobile home parks to the city's newly constructed sidewalk along Shepherd Brothers Boulevard and to the overall sidewalk and trail system for Moberly. This will allow safe, ADA compliant access for these residences to the heart of town. This section was chosen specifically based on the number of individuals served by the connection and to work around phasing of other improvements along South Morley Street.

Recommended Action: Direct staff to bring forward to the January 4, 2021 regular City Council meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey**

Council Member

M___ S___ **Brubaker**

M___ S___ **Kimmons**

M___ S___ **Davis**

M___ S___ **Kyser**

Passed

Failed

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION SUPPORTING A TRANSPORTATION ALTERNATIVE PROGRAM GRANT APPLICATION.

WHEREAS, the City of Moberly has the opportunity to apply for Transportation Alternative Program (“TAP”) grant funds from the Missouri Department of Transportation; and

WHEREAS, TPA was authorized under Section 1122 of the Moving Ahead for Progress in the 21st Century Act and is reauthorized under the FAST Act; and

WHEREAS, the City Council wishes to apply for these grant funds for a new sidewalk along the east side of South Morley Street starting at the mobile home park entrance located 750 feet south of Shepherd Brothers Boulevard northward; and

WHEREAS, final construction bids are unknown, and total grant funds are unknown at this time, the final length of the sidewalk may not extend fully to its proposed northern terminus of East McKinsey Street.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS, TO-WIT:

SECTION ONE: The City of Moberly agrees to commit to the project’s development, implementation, construction, maintenance, management, and financing should they be approved for grant funding.

SECTION TWO: This Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED by the Moberly City Council this 21st day of December, 2020.

Presiding Officer at Meeting

ATTEST:

City Clerk

The plan would be to prepare a TAP application in a multi-phase approach with the first application (phase I) being a sidewalk along the East side of S. Morley between the trailer parks on the North and South side of Shepherd Brothers Boulevard (SBB) with an option extension as far North as McKinsey, if funding allowed. The goal here would be to provide off-street access for the occupants, with the kids being the main focus at this time, to provide off-street access to the new sidewalk down SBB to the schools. The future phases would fill in the remainder of sidewalks on both sides of S. Morley between EE & M.

The Cost Share application is focusing on a partnership with MoDOT to use the funds they already are scheduling for the repaving of S. Morley and applying for cost share funds to match City money and add a third lane, drainage improvement, access improvements, sidewalks and curb and gutter where necessary. The first phase of this would be focused on Rollins/EE to Carpenter with an alternate of extending it to McKinsey if funding allows.

Obviously, the cost share, if approved would address the sidewalks in the areas approved and therefore reduce some of the future phases of TAP project. This is why our initial phases of the two grants are not overlapping.

If approved, we would work with MTCOG to prepare and administer the Cost Share Grant and Bartlett & West for the TAP application.

This initial expense would provide the basis for the current and future phases of applications.

City of Moberly

City Council Agenda Summary

Agenda Number: WS #5.

Department: Public Utilities

Date: December 21, 2020

Agenda Item: Discussion of a Contingency Adjustment for the ESP Project for the Purpose of Purchase and Installation of Additional Meters

Summary: As part of the true-up of the meter installation project, an additional 449 5/8" meters need to be ordered. This shortfall was not unexpected as the cost of restocking meters if we over-ran the project would have increased project cost. The meters will be shipped and received shortly after the first of the year and the remaining installations will continue. Some of the meters are interior basement meters that require an exterior antenna different from the meters that are installed in the meter pits outside. The remaining contingency amount is \$129,737.85. It is anticipated that a small number of 1" meters may also need to be ordered. This will be addressed in a future contingency adjustment.

Recommended

Action: For discussion and information only, no formal action is required.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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



Contingency Allocation (CA)

Project Name: City of Moberly

CA Number: 8

CA Date: 12/8/2020

ESCO: Energy Solutions Professionals, LLC
c/o: Jeff Flathman
9218 Metcalf, Suite 274
Overland Park, KS 66212

Client: City of Moberly, MO
c/o: Mary West-Calcagno
101 W. Reed Street
Moberly, MO 65270

Original Contract Date: 9/10/2019

The following addition/deletion of scope shall be incorporated in the the Agreement dated as listed above. All of the terms and conditions of the Agreement remain in place unless explicitly described otherwise in this change order or previous change orders to the Agreement.

Additions:

| Qty | | Contract Rate | |
|-----|-----------------------------------|------------------|----------------|
| 64 | 5/8" Interior meters with antenna | \$ 537.72 | \$ 34,414.08 |
| 385 | 5/8" Exterior meters | \$ 537.72 | \$ 207,022.20 |
| 449 | | | \$ 241,436.28 |
| | | Discount | 5% |
| | | Discount | \$ (12,071.81) |

Total Contingency Allocation \$ 229,364.47

| | |
|--|-----------------|
| Original Contingency Allocation: | \$ 380,000.00 |
| Sum of Previous Contingency Allocations: | \$ (20,897.68) |
| Contingency Allocation Prior to this CA: | \$ 359,102.32 |
| Amount of this Contingency Allocation: | \$ (229,364.47) |
| Remaining Contingency | \$ 129,737.85 |
| Revised Agreement substantial completion date (changed / unchanged): | 4/9/2021 |

Energy Solutions Professionals, LLC

12-10-20

Date signed

City of Moberly

12-10-20

Date Signed

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #6.

Department: Public Utilities

Date: December 21, 2020

Agenda Item: Cooperative Agreement Between the City of Moberly and Charles and Belva Serio for Repair of an Emergency Spillway to Protect the City's Main Sewer Interceptor

Summary: Mr. and Mrs. Serio contacted the City regarding the repair of the emergency spillway for the lake on property they own just north of the railroad tracks east of Highway 63. The spillway drains directly across the City's main sewer interceptor that transports sewage to the wastewater treatment facility. Erosion in that area could damage the sewer lines. The Serios are willing to repair the spillway but asked for the City's consideration to cooperate in the payment of the repair.

Recommended Action: Direct staff to prepare a resolution allowing for execution of the agreement and payment of one-half of the repair cost as outlined in the attached Cooperative Agreement.

Fund Name: Sewer Line Maintenance

Account Number: 301.112.5314

Available Budget \$: 72,071.67

ATTACHMENTS:

| | |
|------------------------|-------------------------|
| ___ Memo | ___ Council Minutes |
| ___ Staff Report | ___ Proposed Ordinance |
| ___ Correspondence | ___ Proposed Resolution |
| ___ Bid Tabulation | ___ Attorney's Report |
| ___ P/C Recommendation | ___ Petition |
| ___ P/C Minutes | ___ Contract |
| ___ Application | ___ Budget Amendment |
| ___ Citizen | ___ Legal Notice |
| ___ Consultant Report | ___ Other _____ |

Roll Call

Aye

Nay

Mayor

M___ S___ Jeffrey

Council Member

M___ S___ Brubaker

M___ S___ Kimmons

M___ S___ Davis

M___ S___ Kyser

Passed Failed

Moberly, MO

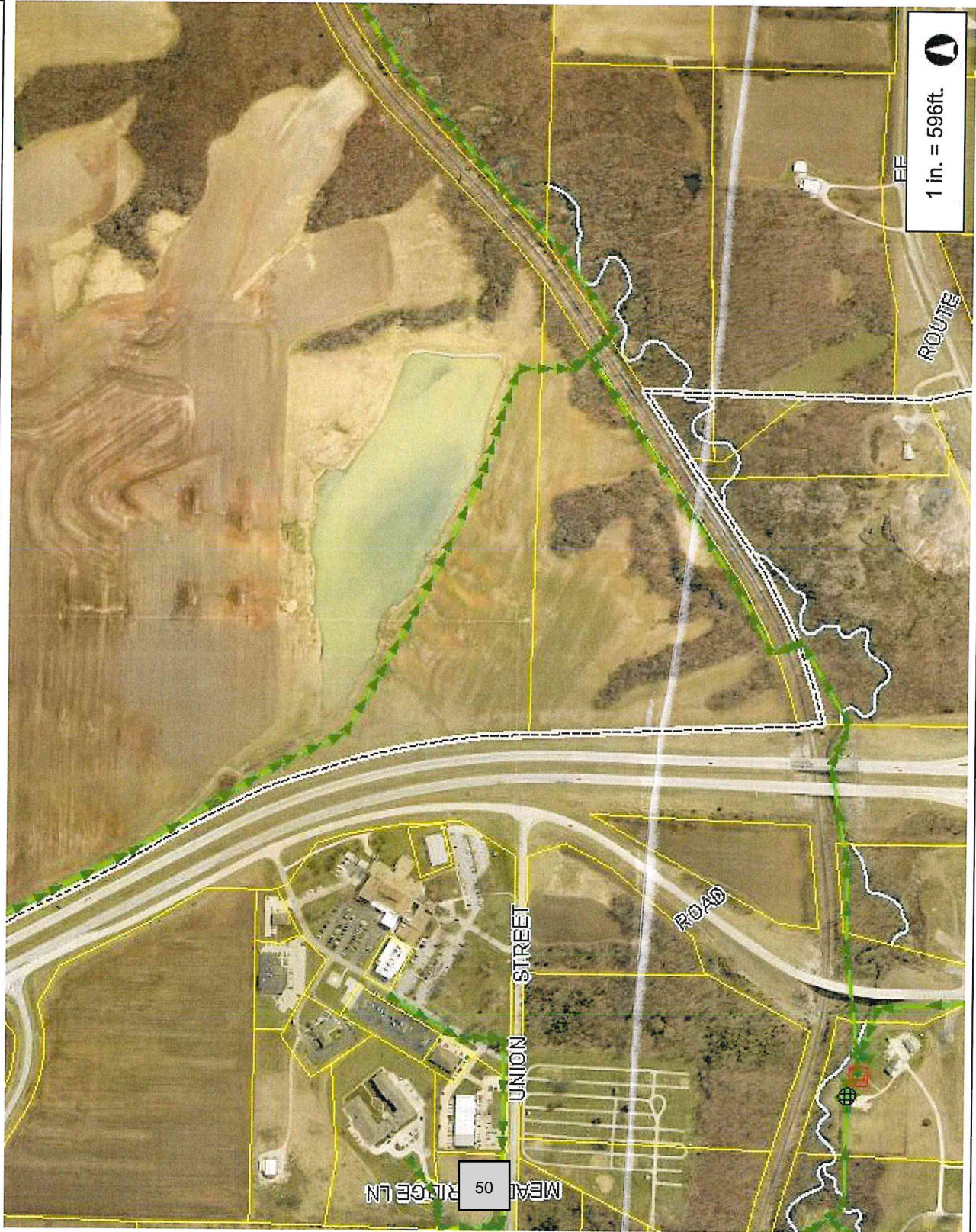
WS #6.



Legend

- Sewer Line Investigation Local
- Air Release Valve
- Lamphole
- Lift Station
- Other Sewer Feature
- Area Inlet
- Bar Screen
- Curb Inlet
- Grate Inlet
- Grit Chamber
- Storm Drain
- Tee
- Gravity Main
- Force Main
- Private Sewer Line
- LS_Electrical
- Roads
- Corporate Limit
- Parcel
- Stream
- Subdivision
- Lots
- South Ridge Lot Line

Notes



1,192.0 0 595.98 1,192.0 Feet

1 in. = 596ft.



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

D & L Trenching, Inc.

Billing Dept.
210 N. Ault
Moberly, MO 65270

INVOICE

WS #6.

Invoice Number: 20203234

Invoice Date: Oct 27, 2020

Page: 1

Duplicate

Voice:

Fax:

Bill To:

Charles Serio
1020 W. Burkhart
Moberly, MO 65270

Ship to:

| Customer ID | Customer PO | Payment Terms | |
|--------------|-----------------|---------------|----------|
| Serio | | Net 10 Days | |
| Sales Rep ID | Shipping Method | Ship Date | Due Date |
| | Courier | | 11/6/20 |

| Quantity | Item | Description | Unit Price | Amount |
|--|------|-----------------|------------|-----------------|
| 18.00 | | Hrs. Dump Truck | 75.00 | 1,350.00 |
| 14.00 | | Hrs. Loader | 140.00 | 1,960.00 |
| 10.00 | | Hrs. Trackhoe | 150.00 | 1,500.00 |
| <p>Send payments to: Billing Dept. 210 N. Ault Moberly, MO 65270 Invoices may not be credited otherwise!</p> | | | | |
| Subtotal | | | | 4,810.00 |
| Sales Tax | | | | |
| Total Invoice Amount | | | | 4,810.00 |
| Payment/Credit Applied | | | | |
| TOTAL | | | | 4,810.00 |

Check/Credit Memo No:

pd-
11/15/2020
\$4810.00

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (this "Agreement") is made and entered into as of this _____ day of _____, 2020 (the "Effective Date") by and between THE CITY OF MOBERLY, a city of the third class and a Missouri municipality having a principal office at 101 West Reed Street, Moberly, Missouri, 65270 (the "City") and _____ (the "Owner").

RECITALS

- A. The Owner owns a lake in Moberly, Missouri in close proximity to the City's main sewer line and has contacted the city about the impending failure of a pipe in the emergency spillway which could allow the lake to drain across an easement containing the interceptor sewer that transports all of the flow to the City's Wastewater Treatment Plant.
- B. The failure of the pipe could cause a failure of the City's main sewer line and the City desires to assist the Owner with repair of the lake spillway.
- C. The total amount for the repair is anticipated to be \$4,810.00.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and the mutual promises and covenants set forth in this Agreement, the City and Owner each hereby agrees as follows:

ARTICLE I. SPILLWAY REPAIR

Section 1.1. The Lake. Owner owns a lake located within the following description: All that part of the South half of Section 32, Township 54, Range 13, lying East of Highway 63 and South of County Road ex RR right of way and also three acres described as beginning at the Northeast Corner of the Southeast quarter thence South 200 feet, thence East 540 feet, thence North 200 feet, thence West to the Point of Beginning, less road right of way.

Section 1.2. The Repair. The Owner intends to repair the spillway to the lake to prevent damage to the City sewer main.

ARTICLE II. COST OF REPAIR

Section 2.1. Repair Cost. Owner has received a cost estimate from D&L Trenching for repairing the spillway of \$4,810.00

Section 2.2. City Contribution. The City agrees to pay one-half of the cost of repair based upon an invoice from D&L Trenching or another suitable contractor.

ARTICLE III IMPLEMENTATION OF THE PROJECT

Section 3.1. Time for Completion; Owner's Control over Repair. Promptly upon execution of this Agreement Owner shall contract with D&L Trenching (or some other suitable contractor) for the immediate repair of the spillway. Owner shall be responsible for all aspects of the repair and the City's only responsibility will be to promptly pay one-half of the repair cost, not to exceed \$3,000.00 within 30 days of completion of the repair and presentation of an invoice for the repair.

Section 3.2. Developer to Adhere to All Applicable Regulations. To the full extent that any applicable regulation applies to any aspect of the repair, the Owner, for itself and for any contractor or sub-contractor as agent of the Owner, covenants and agrees to take or cause to be taken all such actions as are necessary to fully comply with such applicable regulation, and the lake shall be subject to all lawful regulations.

Section 3.3. Breach. In the event the spillway repair is not completed within six (6) months of the date of this Agreement, the City shall be relieved from its responsibility to pay its share of the cost of repair.

ARTICLE IV MISCELLANEOUS PROVISIONS

Section 4.1. No Assignment. Neither Party shall be permitted to sell, assign or otherwise transfer its interest in the Agreement in whole or in part to any other individual or entity.

Section 4.2. Notices. Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice shall be in writing addressed to the addressees at the address set forth below, and transmitted by first class mail:

City: City of Moberly
 Attention: Mary West-Calcagno Moberly, Missouri 65270

Owner:

Section 4.3. Choice of Law; Venue; Waiver of Objections. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Parties agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri and waive any objection based upon venue or forum non conveniens or otherwise.

Section 4.4. Entire Agreement; Amendments; No Waiver by Prior Actions. The Parties agree that this Agreement constitutes the entire agreement between them and no other agreements or representations have been made by the Parties. This Agreement shall only be amended in writing and effective when signed by the duly authorized agents of the Parties. The failure of any Party to insist in any one or more cases upon the strict performance of any term, covenant or condition shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

Section 4.5. No Waiver of Sovereign Immunity; Public Liability Strictly Limited. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's Sovereign Immunity. The Parties agree that in no event shall the City, or any of its officials, officers, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to the Developer or any lessee, sublessee, assign, heir or personal representative of the Developer in respect of any suit, claim, or cause of action arising out of this Agreement.

Section 4.6. Execution in Counterparts. Each person executing this Agreement warrants and represents that he or she has authority to do so on behalf of the entity he or she represents. This Agreement may be executed in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and same instrument, binding on the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF MOBERLY

By: _____
Jerry Jeffrey, Mayor

ATTEST:

D.K. Galloway, City Clerk

OWNER

By: _____

City of Moberly

City Council Agenda Summary

Agenda Number: WS #7.

Department: Public Utilities

Date: December 21, 2020

Agenda Item: Downtown CSO Preliminary Engineering

Summary: Jacobs Engineering Group, Inc. provided the City of Moberly Professional Engineering Services to prepare for detailed design for the Downtown CSO Storage Facility. This scope of work provides for a hydraulic model of the combined sewers in town and of the downtown sewers specifically to determine flow rates, elevations, and existing conditions prior to the design for construction of the CSO storage basin.

Recommended Action: Direct staff to develop a Resolution for approval of this scope of work at the next regular Council meeting

Fund Name: Capital Improvement Sales Tax Fund, Design Engineering

Account Number: 304.000.5408.

Available Budget \$: \$73,900

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Davis** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

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501 North Broadway
St. Louis, Missouri 63102
United States
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F +1.314.335.5104
F +1.314.335.5141
www.jacobs.com

October 29, 2020

Mary West-Calcagno
Director of Utilities
City of Moberly
101 West Reed Street
Moberly, MO 65270

Subject: Downtown CSO Storage Facility Preliminary Engineering

Dear Mary:

Jacobs Engineering Group, Inc. (Jacobs) is pleased to present our proposal to provide the City of Moberly (City) with Professional Engineering Services for the Downtown CSO Storage Facility. The CSO Storage Facility is an underground facility containing 400,000 gallons of storage to help alleviate flooding and basement backups in the Downtown Moberly area.

SCOPE

This document presents a scope of work to provide engineering services consisting of sewer modeling and development of conceptual storage solutions to mitigate combined sewer flooding in the vicinity of Williams Street and Reed Street in Downtown Moberly.

Jacobs will provide services in two areas. The first is the creation of a SWMM model representing the combined sewer system in Moberly. The second is to conduct modeling in support of the conceptual design of a proposed storage facility to provide relief to an 18-inch sewer line between Williams Street and Clark Street and a 24-inch sewer line along Reed Street.

Task 1 –Kick-Off Meeting. Jacobs will meet with City staff for a kickoff meeting to review the project scope.

Task 2 – Hydrologic and Hydraulic (H&H) Model

- 1) Jacobs will utilize existing GIS data to develop the H&H model. It is assumed that this data will include structure type, inverts (structure and pipe), rim elevations, and pipe shape, diameter and material. Data gaps will be filled by utilizing interpolation techniques and available topographic data.

October 29, 2020

Subject: Downtown CSO Storage Facility Preliminary Engineering

- 2) DEM/topography data will be updated based on the latest LIDAR data available (2011 or 2014 if published in time). Other data such as impervious areas will be estimated based on publicly available mapping.

Task 3 – Design Support Modeling

- 1) Jacobs will simulate storms of increasing magnitude to understand the capacity limits of the proposed storage volume of the storage facility. This may include a range of rainfall events, such as 0.5 in, 1.0 in, 1-yr 24-hr, 2-yr 24-hr, 5-yr 24-hr, and 10-yr 24-hr or rainfall of varying durations.
- 2) Jacobs will develop and run up to 6 existing conditions rainfall events through the hydraulic model. Selected rainfall events will be approved by the City of Moberly prior to final modeling. This base model will provide a better understanding as to the extent of the flooding in the existing sewersheds. Results will be shown in PC-SWMM generated graphs and may be further visualized in GIS or Microsoft Excel.
- 3) Jacobs will prepare a conceptual report summarizing the modeling methodology and results. Three copies of the Draft TM will be delivered to the City of Moberly for review.
- 4) Based on review comments from the City, Jacobs will prepare a Final TM and deliver three copies to the City.

FEE PROPOSAL

Our proposed fee for the work described herein is a lump sum cost of \$25,465. This fee includes only those services outlined in our proposal. Additional services can be provided if requested by the City.

SCHEDULE

If the City agrees with this approach, we would provide a schedule upon notice of acceptance of our proposal. The schedule will take into account the final design schedule associated with the EDA grant.

ASSUMPTIONS / CLARIFICATIONS:

This proposal is based on the following assumptions and clarifications:

1. No topographical or sewer system survey is included.
2. The lump sum amount in this proposal will be transferred over from the remaining funds in the Project Emerald Booster Pump Station project.

| | |
|----------------------------|-----------------|
| Original Lump Sum Contract | \$65,500 |
| Jacobs Cost to Date | \$5,277 |
| This Proposal | \$25,465 |
| Remaining funds | \$34,758 |

October 29, 2020

Subject: Downtown CSO Storage Facility Preliminary Engineering

This work will be performed under the Professional Services Agreement dated October 5, 2021. If you have any questions, please let me know.

If you agree, please sign two copies of this letter and return them to us at your convenience. Thank you for the opportunity to continue our long standing support of the City.

Very truly yours,



Tobin Lichti

Project Manager

314.422.3336

Tobin.Lichti@Jacobs.com

Authorization to Proceed:

City of Moberly

By _____

Title _____

Date _____

Jacobs Engineering Group, Inc.

By _____

Title _____

Date _____