

A G E N D A
WORK SESSION MEETING
City of Moberly
March 15, 2021
6:00 PM

Requests, Ordinances, and Miscellaneous

1. A Request from Lori Turk to hold their annual Mother's Day 5K Walk/Run on May 9, 2021.
2. Request to lift ordinance 6-5 for the Chamber of Commerce Banquet.
3. Discussion of a Contingency Adjustments #9 & #10 for the ESP Projects for the Purpose of Purchase of Mobile Data Collector and Material and Labor for Replumbs and the Installation of a new 6th Tower.
4. Appointment to the Electrical Board.
5. Discussion from Moberly Chamber of Commerce for Basketball Tournament.
6. A Proposal for the mowing and haying of the landfill.
7. Proposal from Tourism Advisory Commission.
8. Discussion of a Farm Lease Agreement.

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #1.

Department: Police

Date: March 15, 2021

Agenda Item: Mother's Day 5K Walk/Run on 05-09-2021

Summary: Lori Turk requests permission to hold the annual Mother's Day 5K Run/Walk on Sunday May 9th 2021. Race is to raise funds to financially assist community members with cancer. This 5k run/walk is a long-standing yearly event with approximately 500 participants annually. Race will start at 9:00am at Moberly Diagnostics at 1509 Union Ave, race will travel west on Union Ave to Mullen St, south on Mullen to Taylor St, west on Taylor to Bertley St, South on Bertley to Roberts St, west on Roberts to E Coates and west on E Coates into the parking lot of Sam's Health Mart. North in the parking lot to Farror St, East on Farror to Porter St. North on Porter to Union Ave, cross Union Ave and continue north on Porter St to Franklin Ave. East on Franklin Ave to St. Charles St, South on St Charles to Union Ave and East on Union Ave with race ending at 1309 Union Ave, Moberly Diagnostics. Contact person is Lori Turk, 660-651-2719, Turk expects 10-20 volunteers being available to help at intersections for traffic. LE is requested to provide traffic control as needed and lead the 5K. Race expected to be completed by 10:30 am and clean up completed by noon.

Recommended Action

Approve request

Fund Name:

Account Number:

Available Budget \$:

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input checked="" 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 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!

Police Department
 Troy Link
 Chief of Police
 223rd Session FBI Academy

300 N Clark Street
 Moberly, MO 65270
 Phone: 660-263-0346
 Fax: 660-263-8540

Walk/Run Application Permit

Application Date: 2-22-21
 (Note: Application Date must be received by staff sixty (60) days prior to the event)

Requested Date of event: 5-9-21

Purpose of event: Raise funds to financially assist community members with cancer

Name of event director: Lori Turk

Contact phone, & Address of director: 660-651-2719 1161 Oxbow Lane Moberly

Approximate number of participants: 500

Route requested, Begin & End Time: 9:00 am Start time @ Moberly Diagnostics

Finish walk/run by 10:30 am. (Clean up by noon)

see attached Route - Same as previous years

(Please include a map diagram showing start to finish)

Will the route/streets be marked? Yes: ☒ No: ☐

Will the organization furnish personnel to assist with the event?

Yes: ☒ No: ☐ If yes, how many? 10-20

Signature of applicant: Lori Turk

Approved: ☒ Declined: ☐

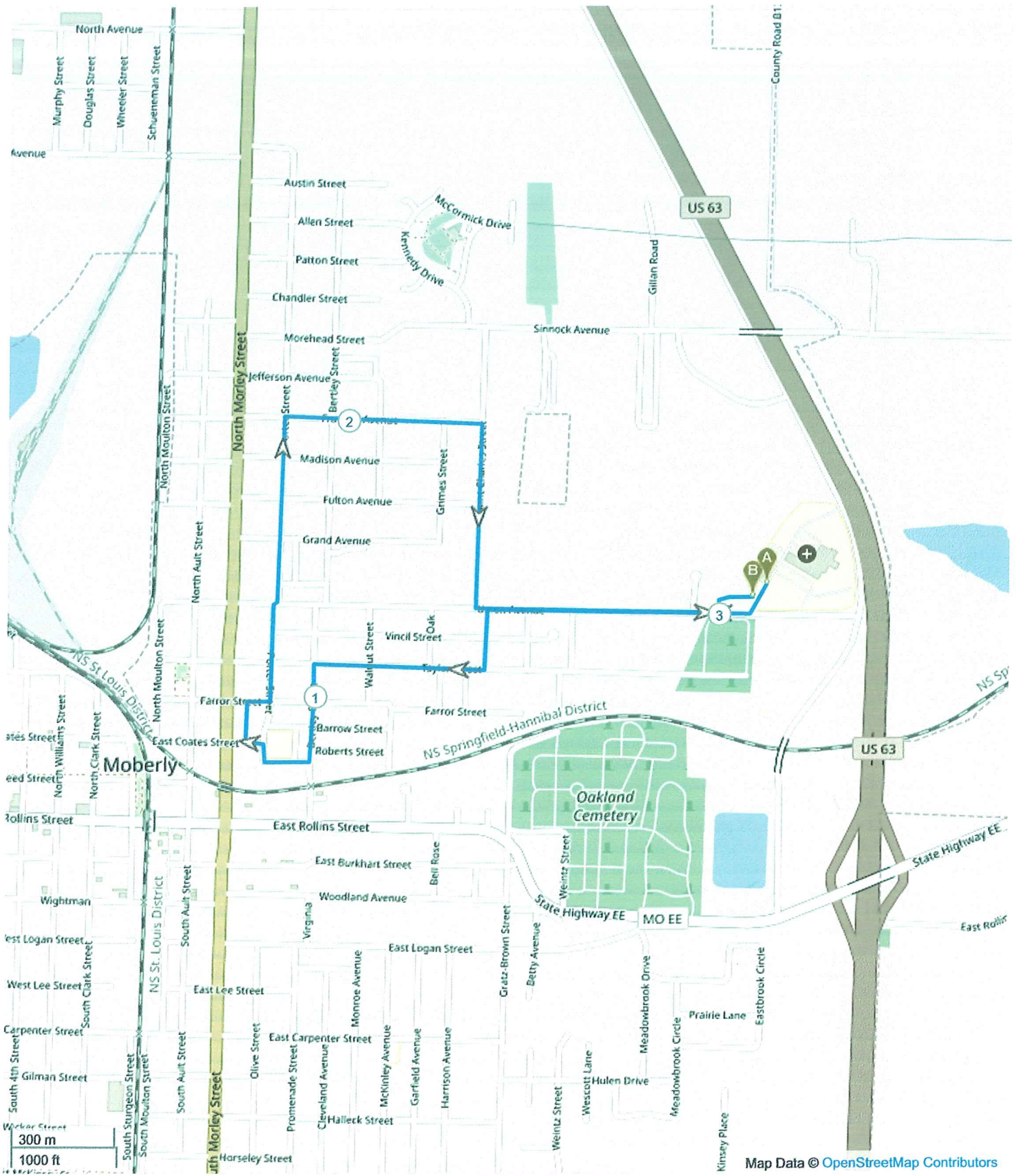
Authorizing Official: [Signature] Date: 022521

Emergency services assistance to monitor traffic may be provided for a period of time up to one (1) hour after the race begins.

❖ No permanent paint may be used on roads or trails. Only spray chalk or temporary paint with a life of not more than 30 days may be used.

Unnamed Route

WS #1.



Map Data © OpenStreetMap Contributors

ROUTE DIRECTIONS

No	Miles	Turn	Directions
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City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #2.

Department: Police

Date: March 15, 2021

Agenda Item: Request to lift ordinance 6-5 for the Chamber of Commerce Banquet

Summary: Executive director of the Moberly Area Chamber of Commerce, Megan Schmitt is requesting ordinance 6-5, Public Consumption of Alcohol, be lifted for the 100 block of N 4th Street for the Chamber Banquet on May 1, 2021 from 2:00pm to 7:00pm. The Chamber of Commerce Banquet is being held at the 4th Street Theater for 2021 and a tent is being set up in the street directly in front of the theater to help with social distancing and COVID precautions. The lifting of the ordinance will be for the tent area and the sidewalk between the tent and 4th Street Theater only. Alcoholic beverages will be available, and consumption will be occurring in both the theater and the tent.

Recommended Action

Approve request

Fund Name:

Account Number:

Available Budget \$:

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input checked="" 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 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



Moberly Area Chamber of Commerce

211 West Reed Street | Moberly, MO 65270

phone 660.263.6070 | fax 660.263.9443

www.MoberlyChamber.com

March 4, 2021

To: City of Moberly

RE: Annual Chamber Banquet, May 1, 2021

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

1. Permission to lift public consumption during the Chamber Banquet on May 1, 2021 from 2:00pm – 7:00 pm.

The Moberly Area Chamber of Commerce would like to be able to serve alcohol in the tent during our annual Chamber Banquet by a licensed bartending ser.

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

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink that reads "Megan Schmitt". The signature is written in a cursive, flowing style.

Megan Schmitt

Executive Director – Moberly Area Chamber of Commerce

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #3.

Department: Public Utilities

Date: March 15, 2021

Agenda Item: Discussion of a Contingency Adjustments #9 & #10 for the ESP Projects for the Purpose of Purchase of Mobile Data Collector and Material and Labor for Replumbs and the Installation of a new 6th Tower.

Summary: The attached Contingency Allocations are in the amount of \$42,894.75 are for the Mobile Data Collector (drive by meter reading collector) for areas of town that may not be reading for billing purposes, and for emergency use should we lose a data collector. There is also an allocation for replumbing of several large meters that was beyond the typical meter installation. Additionally, there is an allocation for the installation of a new 6th Tower for meter communications and gateways. This amount for extra material and labor was included in the original contract with ESP as a unit cost basis, as needed. The remaining contingency fund balance is \$86,843.10. There is no impact to the Utilities Fund Budgets.

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:

<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 CA #9

Roll Call

Aye

Nay

Mayor

M___ S___ Jeffrey

Council Member

M___ S___ Brubaker

M___ S___ Kimmons

M___ S___ Davis

M___ S___ Kyser

Passed

Failed



Contingency Allocation (CA)

Project Name: City of Moberly

CA Number: 9

CA Date: 3/2/2021

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:

- | | |
|--|--------------|
| 1. Material and Labor for Replumbs
(This was required replumbing of several large meters that was beyond the typical meter installation, involving different adapters, fittings, and pipe lengths. This work was approved and completed in June/July 2020). | \$ 2,935.23 |
| 2. Neptune MRX920 Mobile Data Collector (drive by system) | \$ 14,344.53 |

Total Contingency Allocation	\$ 17,279.75
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Original Contingency Allocation:	\$ 380,000.00
Sum of Previous Contingency Allocations:	\$ (250,262.15)
Contingency Allocation Prior to this CA:	\$ 129,737.85
Amount of this Contingency Allocation:	\$ (17,279.75)
Remaining Contingency	\$ 112,458.10
Revised Agreement substantial completion date (changed / unchanged):	4/9/2021

Energy Solutions Professionals, LLC

City of Moberly

Date signed

Date Signed



Contingency Allocation (CA)

Project Name: City of Moberly

CA Number: 10

CA Date: 3/12/2021

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-Calcano
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:

1. Install a new 6th Tower through the installation of a new pole at Six Mile and Urbandale. Details include: \$ 25,615.00
 - a. 75ft monopole or similar vertically set to meet 75ft tip of antenna.
 - b. Pull 120V power from existing siren and route to new pole, and run power to all new electrical devices.
 - c. Provide communications to antenna and gateway using waterproof connections.
 - d. Route 120v circuit from existing siren power supply to the Neptune UPS on the new pole
 - e. Mount previously purchased Neptune gear on the new pole
 - f. Install new telecommunications gear to enable Internet communications, provided by City.

Total Contingency Allocation \$ 25,615.00

Original Contingency Allocation:	\$ 380,000.00
Sum of Previous Contingency Allocations:	\$ (267,541.90)
Contingency Allocation Prior to this CA:	\$ 112,458.10
Amount of this Contingency Allocation:	\$ (25,615.00)
Remaining Contingency	\$ 86,843.10
Revised Agreement substantial completion date (changed / unchanged):	4/9/2021

Energy Solutions Professionals, LLC

City of Moberly

Date signed

Date Signed

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #4.

Department: Comm. Dev.

Date: March 15, 2021

Agenda Item: Application for Electrical Board.

Summary: One (1) term for the Electrical Board will expire in March. One application was received from Debra Derboven.

Recommended Action: Direct staff to bring forward to the April 5, 2021 regular City Council meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ Jeffrey

Council Member

M___ S___ Brubaker

M___ S___ Kimmons

M___ S___ Davis

M___ S___ Kyser

Passed Failed



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: City of Moberly Electrical Board Date: 2-26-21
 Your Name: Deb Derboven Street Address: 413 Greenbrier Rd
 Phone number(s): (evening) 6606515019 (day) same
 Email: dderboven@ameren.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? 57 years

Occupation: Electrical Design Engineer & Psychology Adjunct Prof Employer: Ameren Missouri & MACC

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 have been assigned to this board for several years. I have an AA in Gen Ed from MACC, a BS in Business Adm from Columbia College, an AA in Electrical Design Engineering from ICS Scranton and a Master of Psychology degree from Walden University.

I have been employed with Ameren Missouri for 37 1/2 years and have worked as a design engineer for the since July 1990.


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

I have taken several classes with the Electric Code Compliance department in St Louis.

I work directly with the Moberly city inspectors on a weekly basis

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. Rick Ridgway Phone: City of Moberly
2. Ed Haynes area electrician Phone: 651-2910
3. Jason Haynam, my supervisor Phone: 5734735060


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: _____

WS #5.

Department: Administration

Date: March 15, 2021

Agenda Item: Discussion from Moberly Chamber of Commerce for Basketball Tournament

Summary: See attached documents.

Recommended

Action: Direct staff how to proceed

Fund Name: N/A

Account Number: N/A

Available Budget \$: \$ unbudgeted

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

**Moberly Area Chamber of Commerce**

211 West Reed Street | Moberly, MO 65270

phone 660.263.6070 | fax 660.263.9443

www.MoberlyChamber.com**March 8, 2021****To: City of Moberly****RE: Gus Macker 3v3 Basketball Tournament Contract Funding**

Moberly Area Chamber of Commerce requests assistance in securing the funding needed for the contract with Gus Macker in order to be a host site for a 3v3 Basketball Tournament to be held on September 25 & 26, 2021.

The Gus Macker tournament is a nationally branded basketball tournament that has been traveling the country for 30 years. 2021 does not have a Missouri host site at this time, making Moberly the only location to potentially host a Gus Macker this year.

On the following page we have outlined more about the Gus Macker tournament. This event is a huge opportunity for Moberly to increase the awareness of our City. It is also a great opportunity for generating sales tax revenue. The Gus Macker tournament is a 3-year commitment with a 1-year out.

We request that the City assists with \$5000 to allow for the contract to be bound and plans to move forward.

If any specific department has additional questions or would like to meet directly with the planning committee, please contact Megan Schmitt by email director@moberly.com or phone 660.263.6070. Please keep us informed about the process to complete this request.

Thank you for your time and consideration.

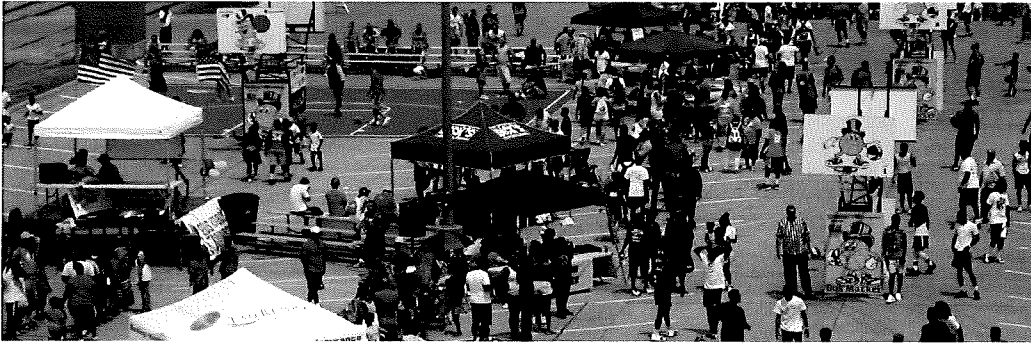
Sincerely,

A handwritten signature in black ink that reads "Megan Schmitt". The signature is written in a cursive, flowing style.

Megan Schmitt

Executive Director – Moberly Area Chamber of Commerce

Gus Macker - Moberly, Missouri — Sept 25-26, 2021



What is it?

- a nationally branded 3-on-3 basketball tournament played in the street
- the size event we are hosting (200 teams) usually brings 6,000 – 10,000 people
- 2-day event (Saturday, September 25th & Sunday, September 26th)
- Many of the attendees travel from tournament to tournament (WI, IL, MI, NM, etc)
- Would be the ONLY Gus Macker tournament in Missouri
- 3-year contract with a 1 year out

What we have secured?

- location approved by Chief Link (see page 2)
- Orscheln will truck the goals from the previous tournament location to Moberly
- 100 volunteers from CCCB
- Referees & volunteers from MACC
- scorekeepers from CCCB
- Moberly Public School volunteers (around 20-50 volunteers)
- Karie Flood is the Chair of the Event
- Walkie talkies & PA from Scott McGarvey

What we need?

- **\$12,000 to get them here**
 - We have \$1,000 committed from Tourism Commission
 - \$1,000 - \$2,000 committed from Main Street Moberly
 - Offer from Parks & Recreation to sponsor a portion of the contract (but they would need reimbursed)
- We have a meeting with the Y to discuss sponsorship
- Security from Randolph County Sheriff's department
- Traffic control/assistance request from the National Guard
- **We need \$5000 of City assistance to secure the contract.**



Orange Area 1:

Will hold 200 teams

Orange Area 2:

Is overflow in the event we get more than 200 teams

COOPERATIVE FUNDING AGREEMENT

THIS COOPERATIVE FUNDING AGREEMENT (this “**Agreement**”) is made and entered into as of the _____ day of _____, 2021, by and among MOBERLY COMMUNITY BETTERMENT, a Missouri not for profit corporation (“**MCB**”); the CITY OF MOBERLY, MISSOURI, acting by and through its Tourism Advisory Commission (the “**Commission**”); the CITY OF MOBERLY, MISSOURI, acting by and through its Parks and Recreation Board (the “**Park Board**”); the DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT, a community improvement district and Missouri political subdivisions (the “**District**”); MAIN STREET MOBERLY, INC., a Missouri nonprofit corporation (“**MSM**”); and the MOBERLY CHAMBER OF COMMERCE, INC., a Missouri not for profit corporation (the “**Chamber**” and, together with each of the foregoing, collectively, the “**Parties**”).

RECITALS

A. Macker Basketball, LLC, a Michigan limited liability company (“**Macker**”) engages in the business of promoting, organizing, and conducting annual three-on-three basketball tournaments (each a “**Tournament**”) in accordance with the terms and conditions set forth in a certain General Tournament Policy document, a copy of which is attached as Exhibit A to and incorporated by reference in this Agreement (the “**Tournament Policies**”).

B. The Parties are desirous of contributing to the sponsorship of a Tournament to be held at a location within the corporate limits of the District and providing for the promotion, organizing, and conduct such a Tournament in accordance with the Tournament Policies and to facilitate the aforesaid to cooperatively provide for reimbursement of certain fees associated with the Tournament, all subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and mutual covenants and agreements contained in this Agreement, and for the sum of One Dollar (\$1.00) paid in hand and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Costs; Sources of Funds; Cost-Sharing Arrangements Termination. Tournament fees to be cooperatively funded pursuant to this Agreement shall include and shall be limited to the following:

Service and Promotional Fees:	\$10,000.00
Travel Costs:	\$ 2,000.00

Subject to the terms and conditions set forth in this Agreement, each of the Parties shall make available toward the securing of a three-on-three basketball tournament to be held during calendar year 2021 at a location within the corporate limits of the District (the “**Downtown Tournament**”) to MCB as sponsor of the Downtown Tournament the following respective amounts (collectively, the “**Contributed Funds**”):

MSM.....	\$1,000.00
The Commission	\$1,000.00
The Park Board	\$2,000.00
The District	\$3,000.00
The Chamber	<u>\$5,000.00</u>
TOTAL:	\$12,000.00

In each case the Contributed Funds shall be sourced only from legally available monies; *provided that* amounts to be contributed by the Chamber may be a combination of the Chamber's own funds together with funds obtained from third-party party sponsors; and *provided further that*, Contributed Funds made available by Parties other than the Chamber shall be made as reimbursements to MCB upon and subject to actual completion of the Downtown Tournament. In the event for any reason the Downtown Tournament is not actually held by December 31, 2021, as provided in this Agreement, this Agreement shall automatically terminate, and no Party shall have any further obligation to any other Party hereunder.

(a) *Further Acknowledgements; Limitations.* The Parties hereby acknowledge that the Contributed Amounts may not represent the entire amount of costs and expenses required to realize the Downtown Tournament and that contractual arrangements with Macker may require that under certain circumstances the contracting party may bear various additional costs and expenses. The Parties hereby further acknowledge, intend, and agree that the foregoing Contributed Funds shall apply only to the first of a potential three-year Tournament schedule. Accordingly, the Parties hereby further agree that:

NOTHING IN THIS AGREEMENT SHALL REQUIRE ANY PARTY TO MAKE AVAILABLE OR CONTRIBUTE ADDITIONAL FUNDS OR RESOURCES OF ANY KIND OTHER THAN THE RESPECTIVE PORTIONS OF THE CONTRIBUTED FUNDS IN RESPECT OF THE DOWNTOWN TOURNAMENT OR ANY OTHER TOURNAMENT WHETHER OR NOT PART OF A THREE-YEAR TOURNAMENT SCHEDULE.

(b) *Contractual Arrangements.* The entity or entities contracting with Macker for services in conjunction with the Downtown Tournament shall be MCB and/or the Chamber (the "**Contracting Parties**") only and no other Party to this Agreement. Nothing in this Agreement shall require any Party other than the Contracting Parties to enter into any contract or agreement whether written or oral, other than this Agreement, in furtherance of the Downtown Tournament or any related activity or endeavor. The Parties further designate MCB to act on behalf of the Parties to administer the Contributed Funds if and when delivered as provided for in this Agreement. MCB agrees to accept such Contributed Funds and to maintain proper books and accounts through its existing staff and employees, all at no cost or expense to any other Party.

2. Further Understandings of the Parties; Future Tournaments. The Parties further understand that under current arrangements if, for any reason, the Contracting Parties decide not to conduct or sponsor future Tournaments, the Contracting Parties must so notify Macker in writing on or before October 1 of the year in which the Tournament occurs. The Parties hereby agree that the Contracting Parties remain free to act and make binding decisions respecting any such future Tournaments, but solely on behalf of themselves; and *provided further that* nothing in this Agreement shall grant agency or derivative authority to any Contracting Party to bind or obligate any other Party to this Agreement.

3. Release and Indemnification. In further consideration of the Parties agreeing to make available the Contributed Funds subject to the terms and conditions of this Agreement, the Contracting Parties jointly and severally hereby: (i) release each of the other Parties, their respective officers, directors, parent organizations, agents, employees, and attorneys, whether or not compensated, from and (ii) agree to indemnify, defend and hold harmless each of the foregoing from any and all claims, demands, actions, causes of action or other liabilities and/or damages, whether known or unknown, whether existing at law, by statute or in equity, arising in any way from the Downtown Tournament or any future Tournament, or from the actions or omissions of any kind of the Contracting Parties or by their respective officers, directors, parent organizations, agents, employees, and attorneys, whether or not compensated related to or arising from the Downtown Tournament or any future Tournament.

4. Further Representations. Each of the Parties to this Agreement hereby represents and warrants to the other Parties as follows: (i) that such Party has full power and authority to execute and deliver and perform the terms and obligations of this Agreement applicable to such Party; and (ii) that such Party and the signatory below has been authorized by all necessary action to execute and deliver this Agreement, which shall constitute the legal, valid and binding obligation of such Party, enforceable in accordance with its terms, subject to bankruptcy and other laws affecting creditors' rights generally and to general principles of equity.

5. Notices. All notices between or among the Parties hereto shall be in writing and shall be sent by certified or registered mail, return receipt requested, by personal delivery against receipt or by overnight courier, shall be deemed to have been validly served, given or delivered immediately when delivered against receipt or Three (3) business days after deposit in the mail, postage prepaid, or One (1) business day after deposit with an overnight courier, and shall be addressed as follows:

If to MCB:	Moberly Community Betterment 101 West Reed Street Moberly, Missouri 65270 Attention: President and Board of Directors
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If to the Commission or to the Park Board	City of Moberly 101 West Reed Street – City Hall Moberly, Missouri 65270 Attention: City Manager
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If to the District:	Downtown Moberly Community Improvement District 101 West Reed Street Moberly, Missouri 65270 Attention: Chair and Board of Directors
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with a copy to:	Cunningham, Vogel & Rost, P.C. 333 South Kirkwood Road, Suite 300 St. Louis, Missouri 63122 Attention: Thomas A. Cunningham, Esq.
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If to MSM: Main Street Moberly, Inc.
112 North 4th Street
Moberly, Missouri 65270
Attention: Executive Director

If to the Chamber: Moberly Area Chamber of Commerce
211 West Reed Street
Moberly, Missouri 65270
Attention: Executive Director

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

6. Termination. This Agreement may be terminated by any Party upon written notice to the remaining Parties received prior to the effective date of any agreement between the Contracting Parties and Macker.

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

8. No Waiver of Sovereign or Official Immunity. Nothing in this Agreement shall be deemed or give rise to a waiver of the sovereign or official immunity of the City of Moberly acting in any capacity, the Park Board, or the District.

9. Relationship of the Parties; No Third-Party Beneficiaries. Nothing contained in this Agreement nor any act of any Party shall be deemed or construed to create a partnership or agency relationship among the Parties or between any Party and any other Party or their agents or representatives unless otherwise expressly provided in this Agreement and this Agreement is and shall be limited to the specific purposes set out herein. This Agreement is not intended to and shall not create any rights enforceable by any third-party beneficiary.

10. Entire Agreement; Amendment. The Parties agree that this Agreement constitutes the entire agreement among the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties with respect to the subject matter hereof. This Agreement shall be amended only in writing and effective when signed by the duly authorized agents of each of the Parties.

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

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

IN WITNESS WHEREOF, the Parties have each caused this Agreement to be executed in their respective names and caused their respective seals to be affixed thereto and attested to as of the date first above written.

MOBERLY COMMUNITY BETTERMENT

By: _____

Printed name:

Title:

ATTEST:

By: _____

Title:

CITY OF MOBERLY, MISSOURI, acting by and
through its Tourism Advisory Commission

By: _____

Title:

ATTEST:

By: _____

Title:

CITY OF MOBERLY, MISSOURI, acting by and
through its Parks and Recreation Board

By: _____

Title:

ATTEST:

By: _____

Title:

**DOWNTOWN MOBERLY COMMUNITY
IMPROVEMENT DISTRICT**

By: _____

Chair

ATTEST:

By: _____
Secretary

MAIN STREET MOBERLY, INC.

By: _____
Printed name:
Title:

ATTEST:

By: _____
Title:

**MOBERLY CHAMBER OF COMMERCE,
INC.**

By: _____
Executive Director

ATTEST:

By: _____
Title:

EXHIBIT A
TOURNAMENT POLICY DOCUMENT

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #6.

Department: Public Works

Date: March 15, 2021

Agenda Item: Proposal for the mowing and haying of the landfill.

Summary: We advertised for proposals for mowing and haying at the landfill. We received one proposal from Donald J. Shelton. Mr. Shelton gets all the hay that he bales in exchange for mowing everything at the landfill.

Recommended Action: Direct staff to bring forward to the April 5, 2021 regular City Council meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input checked="" 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

Advertisement for Proposals

The City of Moberly is accepting proposals for the mowing and haying of the Moberly Landfill. There are approximately (30-40) acres that can be used for hay, and last year produced roughly 125-130 round bales. There is an additional (50) acres of ground that needs to be mowed in conjunction with the cutting of hay.

We welcome your proposal to complete these tasks at the Moberly landfill for three (3) years beginning in 2021.

Please observe the following requirements:

1. Envelope containing proposal shall be sealed and marked **"2021 Three (3) Year Landfill Mowing Proposal"**.
2. Proposals must be submitted by 9:00 a.m. **December 17, 2020** to the **City Clerk's Office** at City Hall.
3. The Community Development Director reserves the right to accept or reject any or all bids received and to waive any formalities and/or technicalities in the bids.
4. Proposals must be signed and dated by the authorized contractor that will be completing the work. Anyone helping with the work must be signed off and approved by the City.

CITY OF MOBERLY
2021 3yr landfill moving Proposal
"BID OPENING"

Date: 12.17.2020

Donald J. Shelton

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

To whom it may concern:

I agree to the terms
of the proposal for
mowing / haying of
landfill property.

Donald J Shelton

Donald J Shelton

Donald J Shelton

510 S. Allen

Macon Mo 63552

314-853-2432

Don Shelton
510 S Allen
Macon mo 63552

RECEIVED
DEC 10 2020 9:11am
OFFICE OF CITY CLERK
MOBERLY, MO

MISSOURI NO 680
COLUMBIA MO
DEC 2020 7 11



City Clerk
101 West Reed St
Moberly Mo 65070-1551

2021 (3) year landfill mowing proposal

Real Estate Lease Agreement

City of Moberly (hereafter "Lessor") and Donald J. Shelton (hereafter Lessee") hereby enter into a lease agreement under the following terms:

Lessor shall convey to Lessee use of the premises at:

Former Moberly Landfill, County Road 1257, Moberly, MO 65270

The term of this lease shall be for a **three (3) year**, from the date of this lease until **three years thereafter** at midnight on each date. The Lessee will retain a renewal option until **sixty (60) days** before the termination date.

CONSIDERATION:

The rental of the premises is intended solely for the production and maintenance of hay. The Lessee will cut and bale according to the state's established law. The Lessee has the right to mow and hay the full extent of the property. 100% of the resulting hay shall be retained by the Lessee. The Lessee shall mow the remainder of the acreage at the time of haying as depicted on Attachment "A". One (1) week advance notice to haying shall be provided to Lessor to assure any and all equipment is out of the way.

GENERAL PROVISIONS:

The Lessee shall indemnify and hold harmless the Lessor in case of liability, damages, drought, disease or blight. All liens or claims shall be dealt with at the Lessee's expense.

The Lessor shall carry their own liability insurance on the property.

The lessor shall spray annually for teasel.

The Lessee shall be responsible for the cost of tools, equipment farming and any associated pesticides.

The Lessee shall make no alterations without written consent of the Lessor and will obtain and maintain all necessary permits for equipment and business purposes.

The Lessee/Lessor shall have the right to terminate the lease with a **thirty (30) day** notice under the following condition:

- **Failure to perform, use of the land in a manner outside of what is approved.**

Upon expiration or termination of this lease, Lessee shall return the property to Lessor in substantially the same condition in which the property was received by Lessee.

In witness to their agreement to the terms of this agreement, the parties affix their signatures below:

Dated this 3 day of march, 2021.

Lessor

Brian Crane

City Manager

101 W. Reed Street

Moberly, MO 65270

Lessee

Donald J. Shelton

510 S Allen

Macon, MO 63552

City of Moberly

City Council Agenda Summary

Agenda Number: WS #7.

Department: Administration

Date: March 15, 2021

Agenda Item: Proposal from Tourism Advisory Commission.

Summary: The tourism commission received a request in the amount of \$6000 from the Moberly Area Chamber of Commerce for a 3 on 3 Gus Macker basketball tournament. After discussion it was decided that a request in the amount of \$4500 would be discussed with Brian Crane despite the commission's ability to approve more than \$1000 per request. Additionally, the tourism commission has recognized that this contribution will not be used for promotional or advertising purposes. The use of tourism allocated funds as defined per the bylaws are traditionally to be used for advertising purposes; however, the tourism commission has expressed a desire to help support securing this event in Moberly.

After discussion and review of bylaws the tourism commission is submitting a formal request to City Council in the amount of \$1000 to assist with the capital necessary to secure the Gus Macker tournament.

Recommended Action Direct staff to bring to the next City Council meeting on April 5th or how to proceed.

Fund Name: Tourism Advisory Commission

Account Number: 102.000.5420/102.000.5502

Available Budget \$: 2,450.00/3,055.95

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 type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution	Council Member		
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	M___ S___ Brubaker	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ Kimmons	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ Davis	<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			
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

City of

*Moberly!*Name of Organization: Moberly Community Betterment Date: 2/18/21Contact Person: Megan SchmittAddress: 211 W Reed St Moberly, MO 65270 Telephone: 660-263-6070Date of Event: 10/25-10/27 Name of Event: Gus Macker Tournament**How Event Promotes Tourism in Moberly**

What are the specific, measurable Tourism benefits your event or capital project produces?

This basketball tournament will bring in around 200-300 teams per one weekend. We are estimating around 4,000-10,000 coming to Moberly for this event. It will impact the community like never before.

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

This event will draw people from all over Missouri & from other states. It will be the only Gus Macker Tournament in MO. While people are here our hotels are going to be full, restaurants will be packed & shops.

How does your event attract non-residents?

Usually, these events draw people that follow everyone tournament. We are expecting participants from STL, KC Michigan, Wisconsin, Illinois and beyond. It will be the only one in Missouri.

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

We plan on using these funds to bring Gus Macker here. Tourism Commission paid \$5,000 for Big BAM to come in 2019 so we feel they should do the same for this event.

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): MEGAN SCHMITTSignature: Megan SchmittDate: 2/18/21 Title or Office Held: DIRECTOR

Detailed Budget

Event: Gus Macker Basketball Tournament

Date of Event: 9/24-9/26 2021

Date of Application:

2/18/21

Sponsor: Moberly Community Betterment

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)

Trophies, Awards

\$Attached in a ~~separate document~~

[illegible]

\$

\$

6,000

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)

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

***Omitting required information will disqualify your application**

Events will run from 9/24-9/26 2021

WS #7.

Gus Macker Sample Budget for Moberly			
	300 Team Budget	200 Team Budget	150 Team Budget
Revenues			
Team Entry Fee (\$160)	\$ 48,000.00	\$ 32,000.00	\$ 24,000.00
Presenting Sponsors	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
Court Sponsors (\$300 x 20)	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
Macker Basketball & left over shirts	\$ 300.00	\$ 250.00	\$ 200.00
Macker thread sales	\$ 600.00	\$ 550.00	\$ 500.00
Total:	\$ 66,900.00	\$ 50,800.00	\$ 42,700.00
Expenses:			
Marketing	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
5,000 Postcards?	\$ 500.00	\$ 500.00	\$ 500.00
Posters	Printing at home		
Banners & Signs?	\$ 500.00	\$ 500.00	\$ 500.00
Toilets?	Paid for by JJ		
Trash barrels & dumpsters	Donated from MFA		
Forklift	Donated by city if you need one		
Walkie Talkies	Donated		
Golf Carts	Donated		
Bleachers	Donated by MPRD		
PA System	Donated. Bobby Riley?		
Special Event Awards	\$ 200.00	\$ 150.00	\$ 100.00
Misc. Supplies	\$ 200.00	\$ 200.00	\$ 200.00
Trucking of Equipment	Donated by Orscheln F&H		
Security Services?	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Postage?	\$ 500.00	\$ 500.00	\$ 500.00
T-Shirts (\$3.75 each)	\$ 4,500.00	\$ 3,000.00	\$ 2,250.00
Volunteer Shirts?			
Official Shirts?	\$ 500.00	\$ 500.00	\$ 500.00
Trophies & Awards	\$ 1,500.00	\$ 1,000.00	\$ 500.00
GusBusters & Scorekeepers?	\$ -	\$ -	\$ -
Macker Fees			
Licensing Fee	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Consulting Fee	\$ 10,500.00	\$ 7,000.00	\$ 5,250.00
Travel	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Total:	\$ 32,900.00	\$ 27,350.00	\$ 24,300.00
Profit:	\$ 34,000.00	\$ 23,450.00	\$ 18,400.00

**Minutes of Meeting
Tourism Advisory Committee
March 2, 2021
6:00 PM**

The Tourism Advisory Commission for the City of Moberly met in a session on Tuesday, March 2, 2021 at 6:00 p.m. in the Council Chambers of City Hall. The meeting was called to order by Assistant Chairman, Emily Goyea-Furlong.

Members Present: **Janie Riley**
 Julie Sharp
 Tim Seidel
 John Kimmons-City Council

City Staff Attending: **Emily Goyea-Furlong, Grant Specialist/PR**
 Shirley Olney, Executive Assistant

Members Absent: **Stacie Hammontree**
 Janie Riley

Visitors: **Michelle Greenwell- Moberly Tourism Specialist**
 Megan Schmitt-Moberly Chamber of Commerce

Chair Emily opened the meeting at 6:00 PM. Two members were absent from the meeting.

The minutes from the October 20, 2020 meeting was reviewed. Emily asked if there were any corrections. Julie Sharp made a motion to approve the minutes. Janie Riley seconded the motion. Motion carried

The first proposal was from Moberly Chamber of Commerce for Gus Macker basketball tournament requesting \$6,000. Ms. Schmitt stated that that this tournament recently has been held in Quincy, Illinois and they are retiring from participation as they have hosted this event for the last 30 years. Ms. Schmitt noted she has meet with Troy Link, Police Chief; Tom Sanders, Dir of Public Works to discuss this possibility and the location for this event. Ms. Schmitt stated that this will cost \$12,000 annually pursuant to a standard 3-year contract with an opt-out after the first year. Ms. Schmitt estimated that this type of event could draw around 150 to 200 teams (at \$160 per team for registration). Ms. Schmitt would like to host this event in September during Junk Junktion and JROTC Car Show. Ms. Schmitt noted that she still has details to work out for this event, however, this event will be held in City Street and she is looking at Williams Street from Rollins to Coates and Municipal Auditorium Parking lot. The courts would be 35x81 feet. Mr. Kimmons did mention to the board that he was concerned that with all events happening that weekend and not having enough hotel space he would hate them going to Columbia to stay. Ms. Schmitt stated that she does share is concern and she is looking to have them stay in Macon at the hotels with then hopefully giving some funding back to Moberly for the stays. After a lengthy discussion a motion to allocate money from the capital improvement fund to the special events fund which would have allowed us to provide the Chamber \$4500; however Ms. Goyea-Furlong will speak with Brian Crane, and reviewing the tourism commission's by-laws, the commission cannot authorize more than \$1000 for this event. Janie Riley made a motion that \$4,500 of the \$6,000 request be approved. Total points received was 35 of a possible 35 points. Julie Sharp seconded the motion. Motion carried

The last item on the agenda is review the account balance.

Emily asked if there was anything else to be brought before the Commission. There being no other business Julie Sharp made a motion to adjourn. Janie Riley seconded the motion to adjourn. Meeting adjourned.

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #8.

Department: Administration

Date: March 15, 2021

Agenda Item: Discussion of a Farm Lease Agreement.

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 acreage, and length of time for this contract will be for 3-years. Modifications include edits to the number of acres farmed due to the Plumrose project. Mr. Sander has agreed to honor revised acreage.

Recommended

Action: Direct staff to bring to the April 5th Council meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: 0.00

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

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 81.81 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 15.25 acres of cropland owned by the city; and 32.30 acres of cropland owned by Moberly Holding Company for a total property consisting of approximately 47.55 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.

Total Owned by City -	126.92 Acres
Total Owned by Moberly Holding Company -	<u>62.26 Acres</u>
Total Leased Acres -	189.18 Acres

Term of Agreement: From January 1, 2021 to December 31, 2024. 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 189.180. 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 ____ day of _____, 2021 by:

Michael Bugalski, President
Moberly Holding Company

Date

Brian Crane, City Manager
City of Moberly

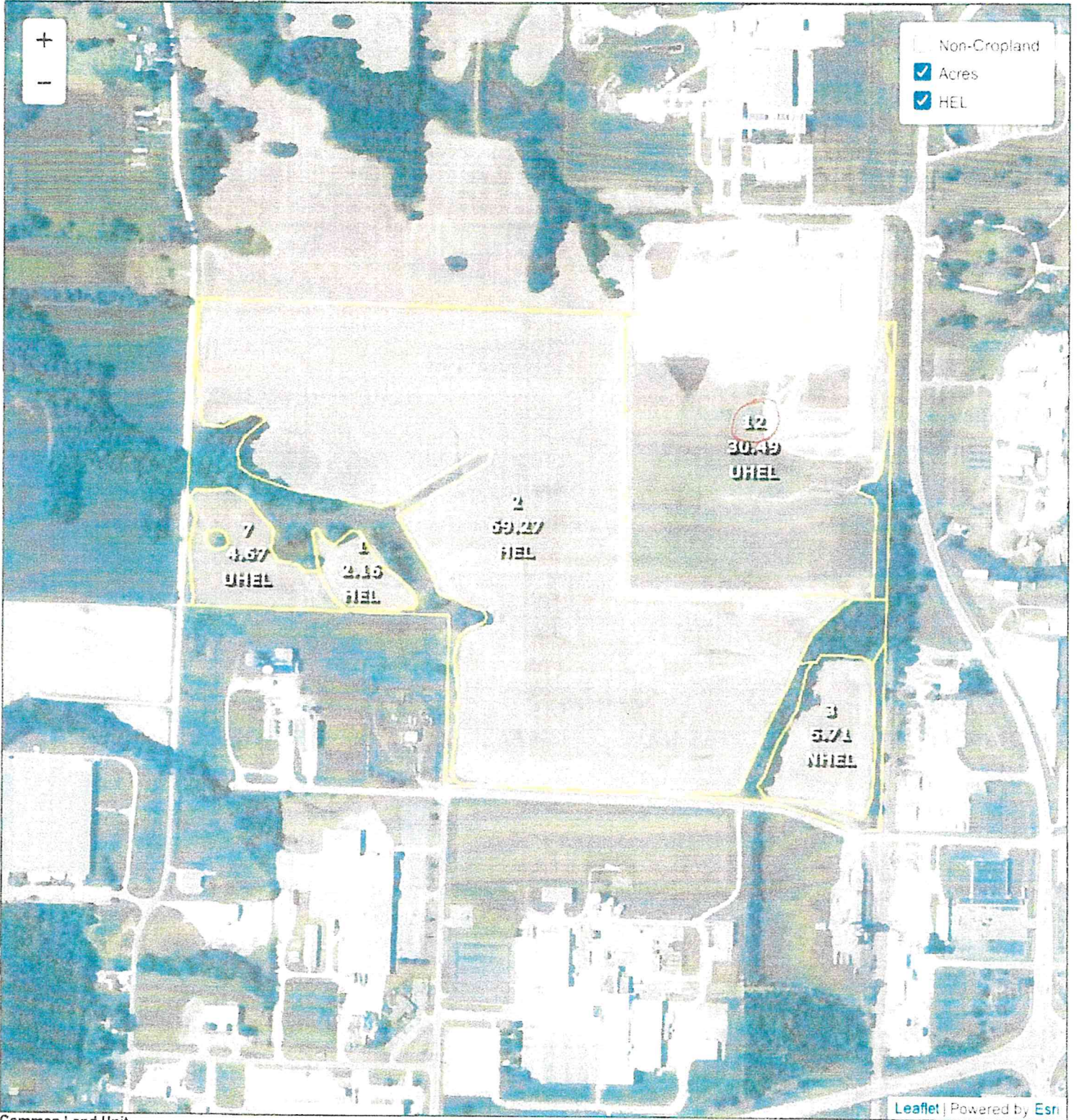
Lessee

Date

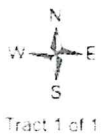
Jerry Jeffrey, Chairman
Joint Board of Control for MAIP

Date

3-10-21

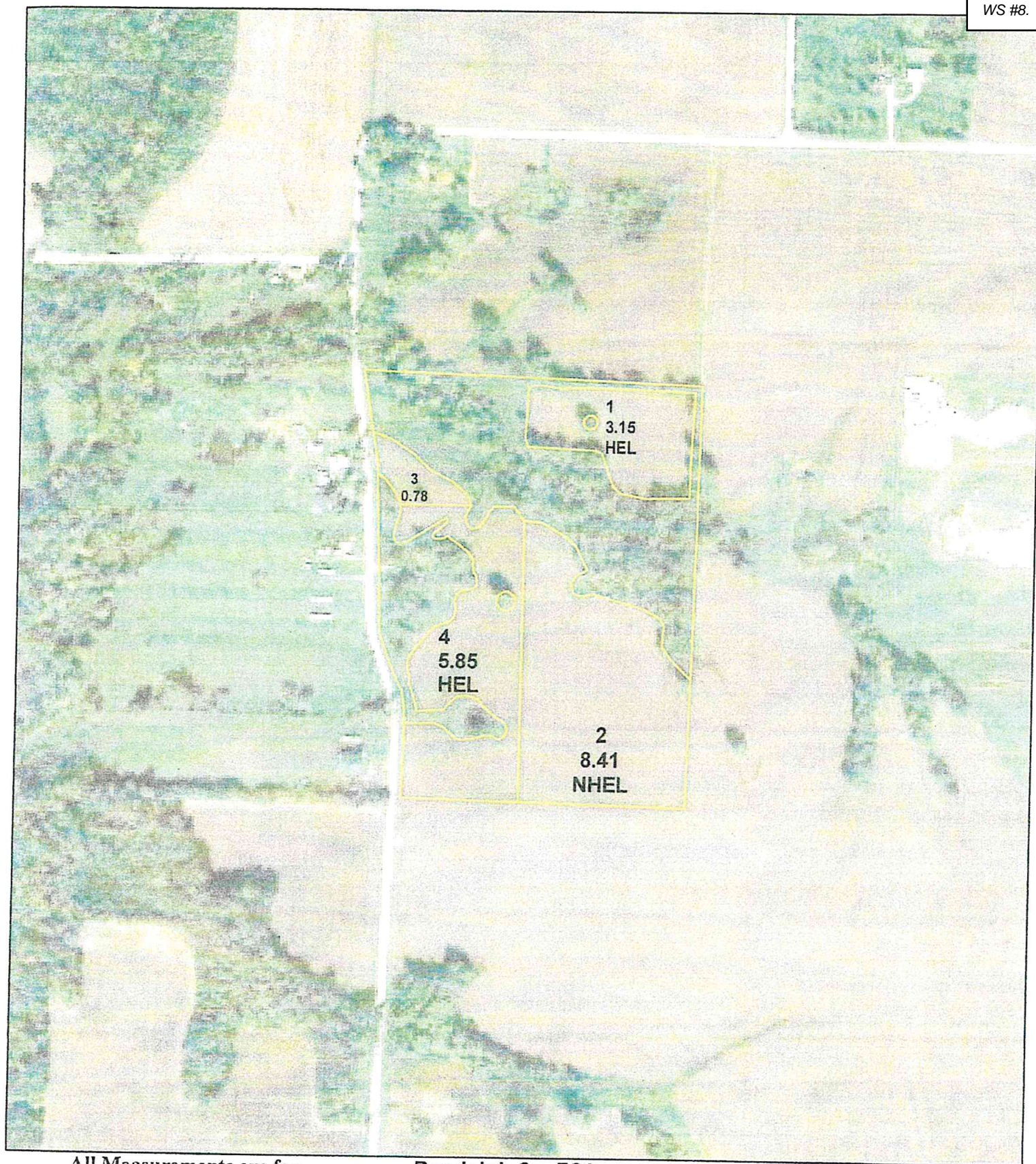


Farm 1616
Tract 1256



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 damage incurred 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 of wetlands (e.g., NRCS 226 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).



**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-FG; RYE=Rye-FG
GRP=GRP-GZ; 39 RSORG=Sorgh-GRS-GR
*Unless noted

1 inch equals 400 feet

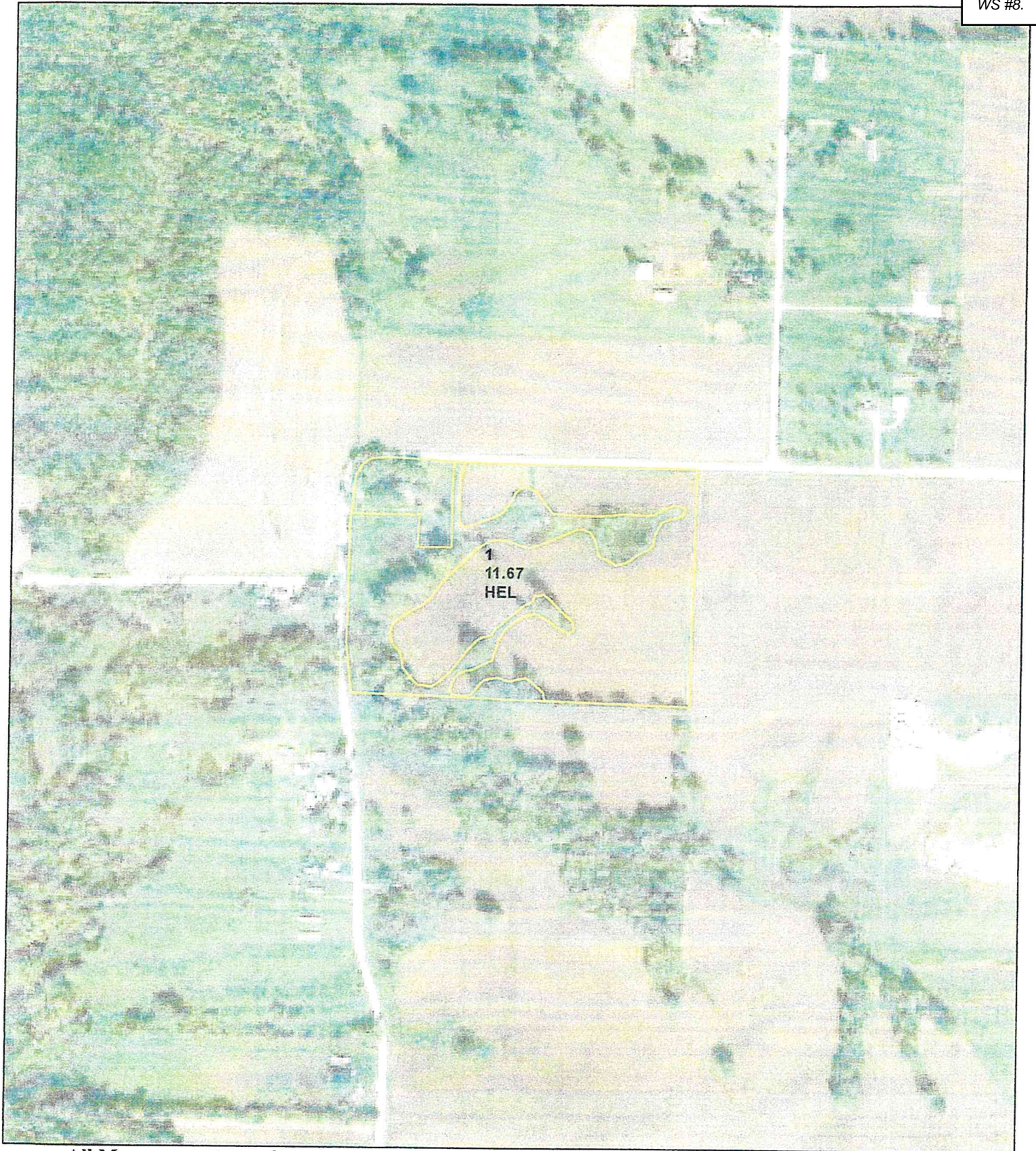
Program Year: 2019

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

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-FG; RYE=Rye-FG
GRP=GRP-GZ; RSORG=Sorgh-GRS-GR
*Unless noted

40

1 inch equals 400 feet

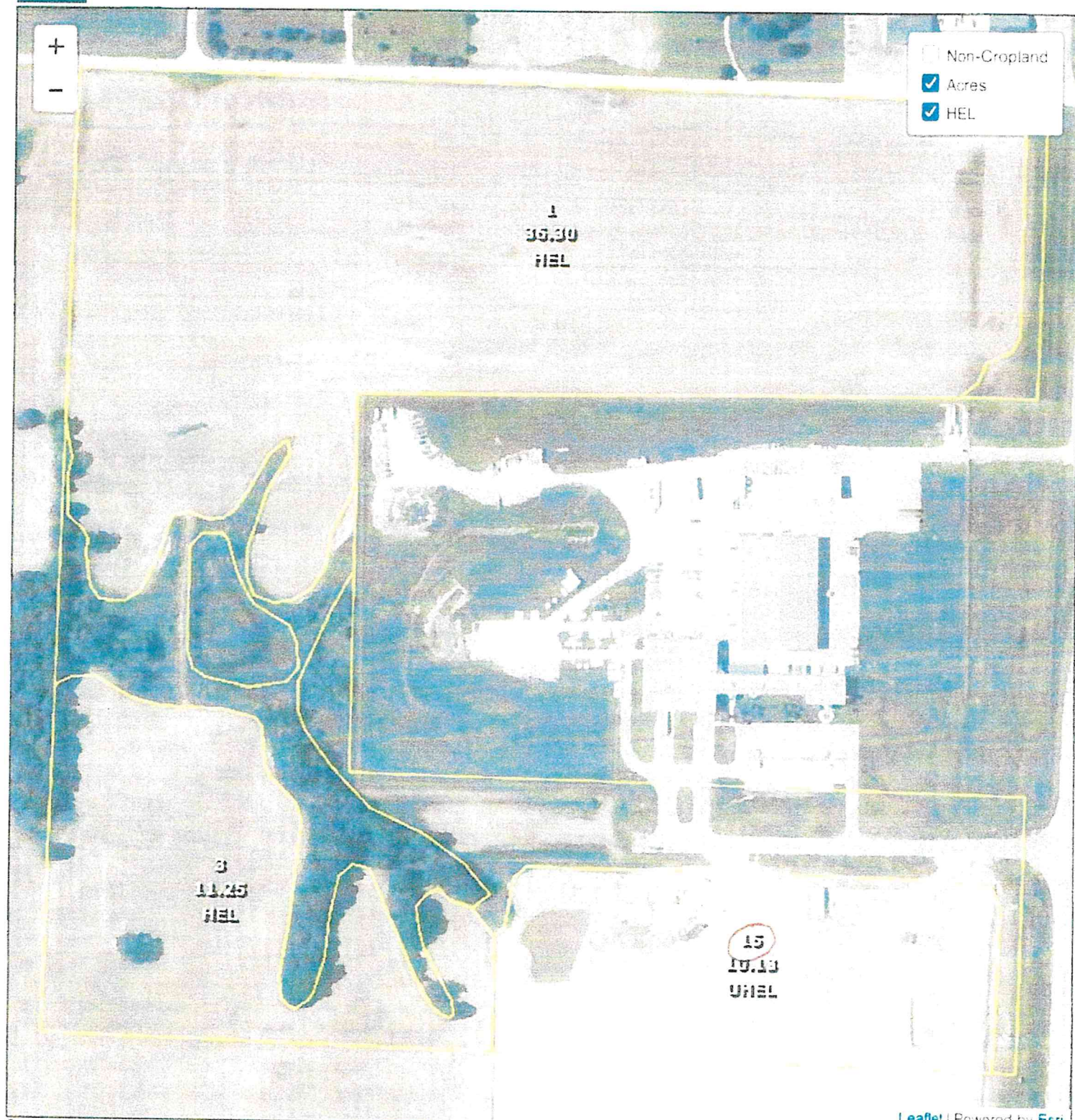
Program Year: 2019

Created: 4/25/2019

Flown: 2016-06-17



**Farm 2805
Tract 8170**



Common Land Unit
Cropland Non-cropland CRP

Leaflet | Powered by Esri

2021 Crop Year

Farm 5541
Tract 10028

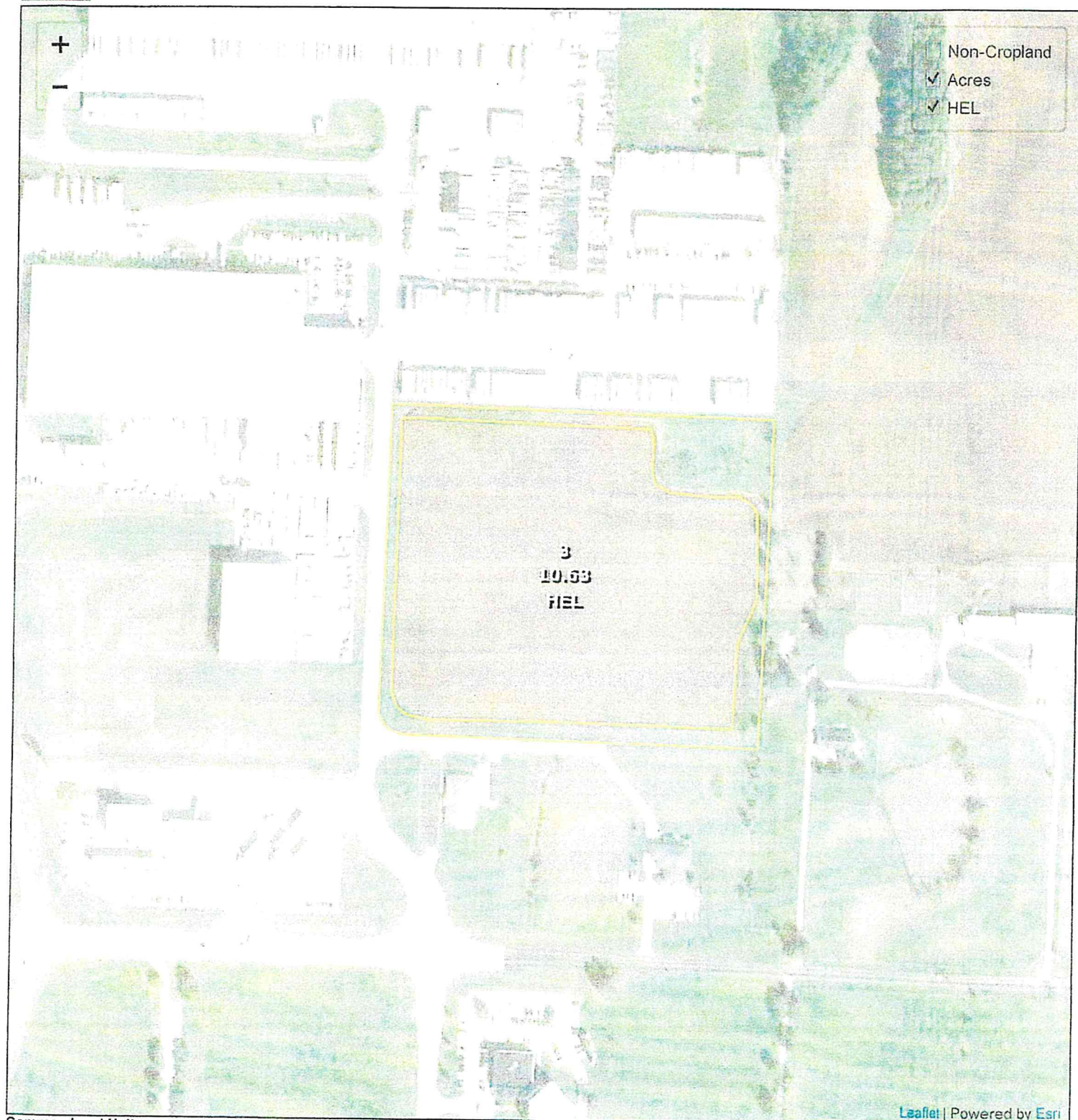
Wetland Determination Identifiers

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



Tract 1 of 1

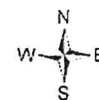
United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (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 damage incurred 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 (726 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).



Common Land Unit
 Cropland Non-cropland CRP

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

2020 Crop Year



Tract 1 of 1

Farm 6145
Tract 10730

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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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