

A G E N D A
WORK SESSION MEETING
City of Moberly
August 01, 2022
6:00 PM

Requests, Ordinances, and Miscellaneous

1. A Discussion Regarding The Tannehill Water Line Construction Project For Public Utilities.
2. Receipt Of Bids For “Tannehill Water Line Construction” For Public Utilities.
3. A Discussion Regarding An Agreement For Services Associated With The Utility Bill Payment Kiosk With US Payments.
4. An Ordinance Establishing The Tax Levy For The City Of Moberly, Missouri For The Year 2022.
5. An Application For A Re-Zoning And Minor Subdivision Development Plan Submitted By Knox & Haynes Properties For The Property Located In The 300 Block Of Terrill Rd. This Location Is Currently Zoned B-3 (General Commercial District).
6. An application for a re-zoning submitted by Charles Johnston for the property located at and around 801 Myra Street. This is currently zoned B-3 (General Commercial District).
7. An Application For A Re-Zoning And Minor Subdivision Development Plan Submitted By JAD Properties LLC For The Property Located On North Buchanan And Surrounding 807 W Hwy 24. This Location Is Currently Zoned B-3 (General Commercial District) On The South Side And M-1 (Industrial District) On The North Side).
8. An Application For A Text Amendment Submitted By City Of Moberly For The Text In Section 46-140 (Private Storage Buildings) To Include Additional Provisions On Shipping Containers As Storage Buildings In Residential Districts.
9. A Request From VFW To Hold Their Annual Veterans Day Parade on November 12, 2022.
10. A Resolution Approving A Lease Agreement With Marine Toys For Tots Foundation For Property Located At 218 W Reed Street And Authorizing The City Manager To Execute The Lease.
11. An Ordinance Establishing The Annual Tax For The Imposition Of A 9-1-1 Tax For The Emergency Telephone Services Heretofore Imposed By Ordinance No. 6948 Passed And Adopted May 2, 1994.
12. Receipt of bids for Information Technology Administrator services.
13. Receipt Of Bids For Lease-Purchase Financing For A 2022 International HV507 Tandem Axle And A 2022 International HV507 Single Axle Dump Truck.
14. Receipt Of Bids For Lease-Purchase Financing For A Solar Pavilion Located At Rothwell Park.

City of Moberly

City Council Agenda Summary

Agenda Number: WS #1.
 Department: Public Utilities
 Date: August 1, 2022

Agenda Item: A Discussion Regarding The Tannehill Water Line Construction Project For Public Utilities.

Summary: The Public Utilities Department has received bids for the Tannehill Water Line Construction Project that was approved in the 2022-2023 budget in the capital improvement plan. This project is part of an ongoing water line replacement initiative identified within the Jacobs Water System Model Update of 2018 and includes approximately 650' of 16" PVC water main. This will replace a legacy cast iron main running between Tannehill Apartments and the US Post Office in a heavily congested corridor. The quote selected is the \$199,690 from Willis Bros Co. due to bid price and familiarity with Moberly's system. The original construction cost estimate was \$110,000 with construction cost inflation resulting in bids received ranging from this lowest bid of \$199,690 to the high bid of \$380,870.

Recommended

Action: Direct staff to develop a resolution for the next scheduled meeting.

Fund Name: Capital Improvement Plan

Account Number: 301.112.5412

Available Budget \$: \$115,000, remainder to be secured from O&M and reserve

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

DOCUMENT 005200 - AGREEMENT

THIS AGREEMENT is by and between the City of Moberly, Missouri (hereinafter called OWNER) and WILLIS BROS INC. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

- 1.01 CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Tannehill Water Main

ARTICLE 2 - THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Tannehill Water Main

ARTICLE 3 - ENGINEER

- 3.01 The Project has been designed by Jacobs Engineering Group Inc. (Jacobs), who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

- 4.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 Days to Achieve Substantial Completion and Final Payment

- A. The Work will be substantially completed within 180 days after the date when the Contract Times commence to run as provided in paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 210 days after the date when the Contract Times commence to run.

- 4.03 Liquidated Damages

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any

such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$250.00 for each of the first 30 days that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment. Thereafter, the CONTRACTOR shall pay OWNER \$500.00 for each of the next 15 days that expires until the Work is completed and ready for final payment. If the Work is not completed and ready for final payment after 45 days from the time specified in paragraph 4.02, the CONTRACTOR shall pay OWNER \$750.00 for each day that expires until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE.

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the unit prices in the Bid Form:

TANNEHILL WATER MAIN					
CITY OF MOBERLY, MISSOURI					
No.	Item	Unit	Estimated Quantity	Unit Price	Extension
1	MOBILIZATION	1	LS	\$18,000.00	\$18,000.00
2	16" PVC WATER MAIN	605	LF	\$178.00	\$107,690.00
3	16" PVC WATER MAIN IN CASING PIPE	40	LF	\$235.00	\$9,400.00
4	ASPHALT PVMT. REMOVAL & REPLACEMENT	370	LF	\$105.00	\$38,850.00
5	CONCRETE PVMT. REMOVAL & REPLACEMENT	10	LF	\$175.00	\$1,750.00
6	14" GATE VALVE & BOX	2	EA	\$10,000.00	\$20,000.00
7	6" GATE VALVE & BOX	1	EA	\$4,000.00	\$4,000.00
TOTAL PRICE BASE BID (Use Figures)					\$ 199,690.00

ARTICLE 6 - PAYMENT PROCEDURES.

6.01 Submittal and Processing of Payments

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. OWNER shall make progress payments in accordance with Section 34.057, RSMo, on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.05 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine or OWNER may withhold, in accordance with paragraph 15.01 of the General Conditions.
 - a. 90% of Work completed (with the balance being retainage). If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and
 - b. 90% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - 2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 15.01.C.5 of the General Conditions and less 100% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 15.06.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 15 of the General Conditions shall bear interest at the rate specified in Section 34.057, RSMo.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. <VOID>
- E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- F. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement
 2. Performance Bond
 3. Payment Bond
 4. General Conditions
 5. Supplementary Conditions
 6. Specifications as listed in the table of contents of the Project Manual
 7. Drawings with each sheet bearing the following general title: Tannehill Water Main, City of Moberly, Missouri
 8. Addenda (numbers 1 to 1, inclusive)
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed
 - b. CONTRACTOR's Bid
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award
 - d. MDNR Construction Permit
 10. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments
 - b. Work Change Directives
 - c. Change Orders
- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 11.01 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assign

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 11 - NON-DISCRIMINATION IN EMPLOYMENT

- 11.01 CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 11.02 CONTRACTOR will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - A. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
 - B. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONTRACTOR's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - C. CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - D. CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - E. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed

and remedies involved as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- F. CONTRACTOR will include the provisions of Article 11 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, 20__ (which is the Effective Date of the Agreement).

CITY OF MOBERLY

CONTRACTOR:

Mayor

By: _____

Attest _____
City Clerk

APPROVED AS TO FORM:

[CORPORATE SEAL]

City Counselor

Attest _____

Address for giving notices:

Address for giving notices:

If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.

License No. _____

Agent for service of process: _____

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign).

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

TANNEHILL WATER MAIN					
CITY OF MOBERLY, MISSOURI					
No.	Item	Unit	Estimated Quantity	Unit Price	Extension
1	MOBILIZATION	1	LS	18,000 ⁰⁰	18,000 ⁰⁰
2	16" PVC WATER MAIN	605	LF	178 ⁰⁰	107,690 ⁰⁰
3	16" PVC WATER MAIN IN CASING PIPE	40	LF	235 ⁰⁰	9,400 ⁰⁰
4	ASPHALT PVM. REMOVAL & REPLACEMENT	370	LF	105 ⁰⁰	38,850 ⁰⁰
5	CONCRETE PVM. REMOVAL & REPLACEMENT	10	LF	175 ⁰⁰	1,750 ⁰⁰
6	16" GATE VALVE & BOX	2	EA	10,000 ⁰⁰	20,000 ⁰⁰
7	6" GATE VALVE & BOX	1	EA	4,000 ⁰⁰	4,000 ⁰⁰
TOTAL PRICE BASE BID (Use Figures)					199,690 ⁰⁰

Unit prices have been computed in accordance with paragraph 13.03 of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents. Unit price definitions are included in the City's Standard Specifications for Water Main Construction, latest edition.

UNIT PRICE SCHEDULE DEFINITIONS

Unless noted below, Unit prices are defined in the City of Moberly's Standard Specifications for Water Main Construction.

1. Item 1. Mobilization: A lump sum payment not to exceed ten (10) percent of the total bid amount that will be made to the contractor with the first monthly progress payment as a reasonable amount to start project
- 6.01 Bidder agrees that the Work will be substantially complete within 180 calendar days after the date when the Contract Times commence to run as provided in paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with paragraph 15.06.B of the General Conditions within 210 calendar days after the date when the Contract Times commence to run.



Rev.	Date	Description	Drawn	Checked	Approved	Submitted

Jacobs

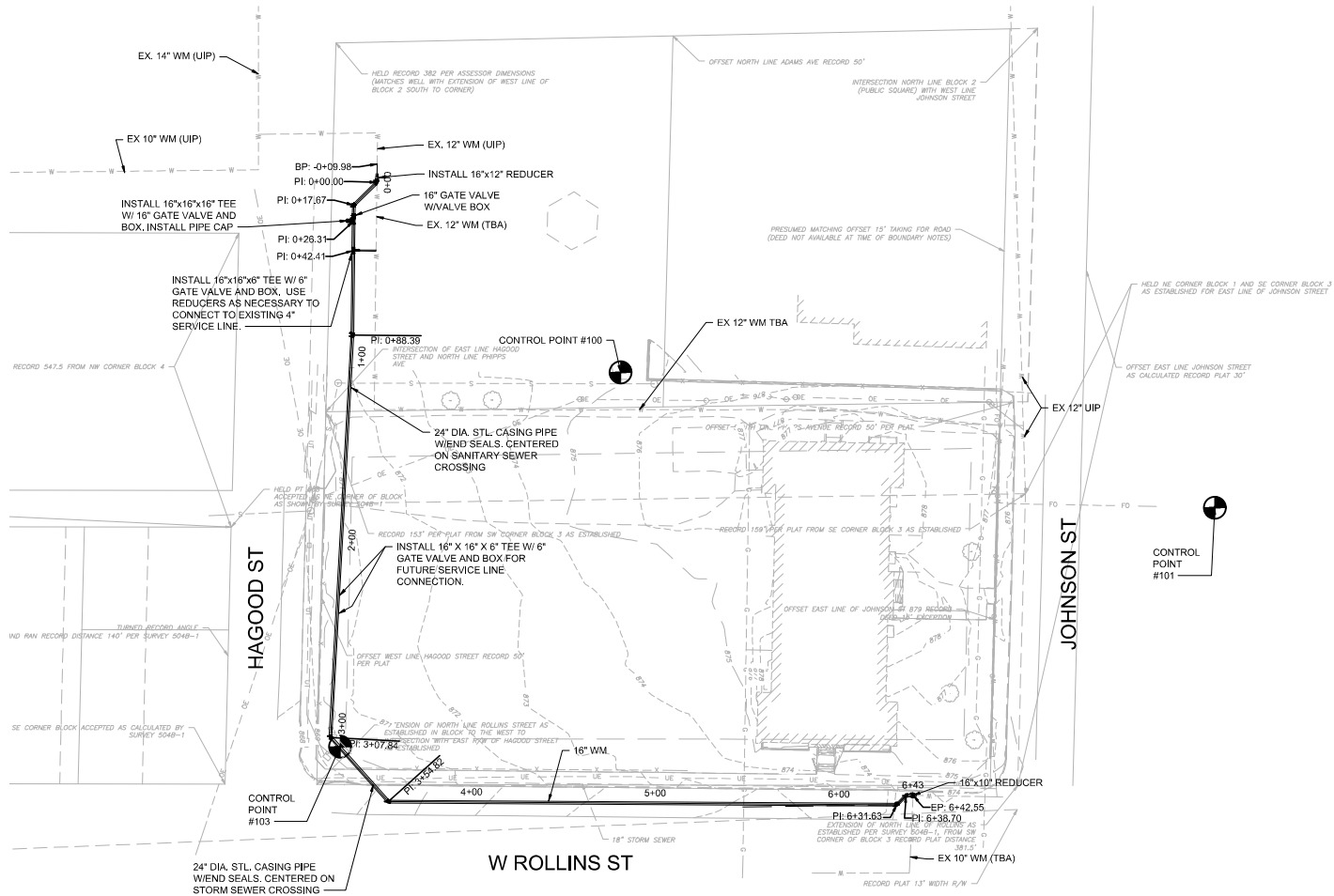
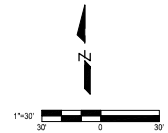
Tannehill Water Main Replacement
CITY OF MOBERLY, MISSOURI
Moberly, Missouri

Title: CIVIL
16" WM
PLAN
STA 0+00 TO 6+45

Date: MARCH 2022
Designed: W.H.A.G.
Drawn: KUMAR
Checked: T.LIGHT
Approved:
Submitted:
Drawing Number:

C-01

ISSUED FOR REVIEW



A1 PLAN - 16" WM
1" = 30'

FITTING NAME	STATION	NORTHING	EASTING
45° ELBOW	0+00.00	305873.71	656035.53
45° ELBOW	0+17.67	305861.31	656022.95
16"x16"x 16" TEE	0+26.31	305852.67	656022.79
16"x16"x 6" TEE	0+42.41	305836.58	656022.65
DEFLECTION POINT	0+88.39	305790.60	656022.10
45° ELBOW	3+07.84	305571.46	656010.34
45° ELBOW	3+54.82	305536.51	656041.73
45° ELBOW	6+31.63	305534.78	656318.54
45° ELBOW	6+38.70	305539.85	656323.46
CONN. PT TO EX. WM	6+42.55	305539.90	656327.31

POINT NO.	DESCRIPTION	NORTHING	EASTING	ELEVATION
100	REBAR	305770.18	656168.42	875.22
101	NAIL	305696.47	656491.63	876.45
103	REBAR	305566.39	656015.48	870.01

NOTE: DATUM IS A LOCAL COORDINATES SYSTEM.

City of Moberly

City Council Agenda Summary

Agenda Number: WS #2.

Department: Public Utilities

Date: August 1, 2022

Agenda Item: Receipt Of Bids For “Tannehill Water Line Construction” For Public Utilities.

Summary: The Public Utilities Department has received bids for the Tannehill Water Line Construction Project that was approved in the 2022-2023 budget in the capital improvement plan. This project is part of an ongoing water line replacement initiative identified within the Jacobs Water System Model Update of 2018. The quote selected is the \$199,690 from Willis Bros Co. due to bid price and familiarity with Moberly’s system. The original construction cost estimate was \$110,000 with construction cost inflation resulting in bids received ranging from this lowest bid of \$199,690 to the high bid of \$380,870.

Bidder	Price
Ryan Construction Co. LLC	\$380,870
M&M Landscaping & Construction	\$330,175
Flow Meter Construction	\$244,000
Willis Bros, Inc.	\$199,690

Recommended

Action: Accept this bid

Fund Name: Capital Improvement Plan

Account Number: 301.112.5412

Available Budget \$: \$115,000, remainder to be secured from O&M and reserve

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

INVITATION TO BID

Notice is hereby given that the City of Moberly, Missouri, the Owner, will receive sealed Bids in Council Chambers, City Hall, 101 West Reed Street, Moberly, MO 65270 until **11:00 A.M. local time** on the **23^h Day of June, 2022**, at which time Bids will be publicly opened and read aloud for the project, TANNEHILL WATER MAIN, City of Moberly, Missouri.

The work to be done generally consists installing approximately 645 linear feet of 16-inch water main and appurtenances.

A Bid security in the amount of five percent of the Bidder's maximum Bid Price is required.

Bidding Documents will be distributed on behalf of the City by Jacobs Engineering Group, Inc. Please contact Tobin Lichti at 314.422.3336 or tobin.lichti@jacobs.com to request Bidding Documents.

The Owner reserves the right to reject any or all Bids and to waive all informalities not involving price, time or changes in the Work.

CITY OF MOBERLY

Dana Ulmer
Public Utilities Director

Tannehill Water Main

WS #2.

CITY OF MOBERLY

"BID OPENING"

Sign-In Sheet

Date: 6/30/2022, 11:00 AM

Name

Shannon Hance

Samantha Scott

MARTY MASTERS

Adam Ryan

Noah Barnes

Tom With

Steve Wilson

DANA ULMER

TOBIN LICHT

Company

City of Moberly

Flowmaster Construction, LLC

MMEC

Ryan Construction

Ryan Construction

WILLIS BROS

city of moberly

" " "

JACOBS ENGINEERING

Tannehill Water Main

WS #2.

CITY OF MOBERLY

"BID OPENING"

Date: 6/30/2022, 11:00 AM

M & M Landscaping & Construction \$ 330,175

Ryan Construction Co. LLC \$ 380,870

Willis Bros. Inc \$ 199,690

Flow Master Construction \$ 244,000

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

TANNEHILL WATER MAIN					
CITY OF MOBERLY, MISSOURI					
No.	Item	Unit	Estimated Quantity	Unit Price	Extension
1	MOBILIZATION	1	LS	18,000 ⁰⁰	18,000 ⁰⁰
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6	16" GATE VALVE & BOX	2	EA	10,000 ⁰⁰	20,000 ⁰⁰
7	6" GATE VALVE & BOX	1	EA	4,000 ⁰⁰	4,000 ⁰⁰
TOTAL PRICE BASE BID (Use Figures)					199,690 ⁰⁰

Unit prices have been computed in accordance with paragraph 13.03 of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents. Unit price definitions are included in the City's Standard Specifications for Water Main Construction, latest edition.

UNIT PRICE SCHEDULE DEFINITIONS

Unless noted below, Unit prices are defined in the City of Moberly's Standard Specifications for Water Main Construction.

1. Item 1. Mobilization: A lump sum payment not to exceed ten (10) percent of the total bid amount that will be made to the contractor with the first monthly progress payment as a reasonable amount to start project
- 6.01 Bidder agrees that the Work will be substantially complete within 180 calendar days after the date when the Contract Times commence to run as provided in paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with paragraph 15.06.B of the General Conditions within 210 calendar days after the date when the Contract Times commence to run.

City of Moberly

City Council Agenda Summary

Agenda Number: WS #3.
 Department: Public Utilities
 Date: August 1, 2022

Agenda Item: A Discussion Regarding An Agreement For Services Associated With The Utility Bill Payment Kiosk With US Payments.

Summary: The utility office is seeking to install an advanced payment technology, frequently utilized by organizations throughout the world today. As part of this installation, the City of Moberly will need to enter into agreement with the kiosk provided, US Payments, for transaction services and reporting, along with O&M services associated with the unit. This agreement sets the terms, fees and service deliverables during periods of unit failures. Moberly legal counsel has reviewed this agreement.

Annual support costs are based upon # of transactions and a background annual service fee of \$1,200.00. Combined, monthly unit operation costs are anticipated to be at or around \$400, depending upon the # of transactions. Fees are as follows:

Annual Subscription Fee:	\$1,200
Per Transaction Check:	\$ 0.38
Per Transaction Cash:	\$ 0.38
Per Transaction Credit Card:	\$ 0.38

A full suite of data becomes available to staff to monitor and report system performance and customer utilization and the system is fully compliant with Caselle, the city's soon-to-be-used software for finance and utility payment collection.

Recommended

Action: Direct staff to develop a resolution for the next scheduled council meeting.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

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BILL PAYMENT SERVICES AND KIOSK PURCHASE CONTRACT

This *Bill Payment Services Contract* (the “Agreement”) is made, executed, delivered and to be effective this ____ day of **June**, 2022, (the “Effective Date”) by and between **U.S. Payments, LLC**, an Oklahoma limited liability company (“USP”) and the **City of Moberly**, a Missouri Municipality (“Client”).

RECITALS

- A. USP owns a proprietary electronic bill presentment and payment service system whereby customers of companies such as Client may pay their monthly bills electronically (hereafter sometimes the “PaySite System”);
- B. Client desires to utilize for its benefit and for the benefit of Client’s customers (hereafter sometimes the “Customers”) those portions of the PaySite System as hereafter described with particularity; and
- C. USP is willing to allow Client and Customers to utilize those portions of the PaySite System hereafter described with particularity, but only upon all of the terms and conditions herein contained; and
- D. In addition to utilization of the PaySite System, Client desires to purchase from USP certain Kiosks (the “Goods”) as specified and identified within and pursuant to “Attachment C” attached hereto and made a part hereof by this reference.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and which includes, but is not limited to the mutual covenants, rights and obligations herein contained, the parties do hereby agree as follows:

- 1. *The Services*—Subject to the terms and conditions of this Agreement, USP shall make available to Client those features of the PaySite System more particularly described in the *Scope of Services*, attached hereto as “Attachment A” and made a part hereof by this reference. The portions of the PaySite System made available to Client pursuant to this Agreement are sometimes herein collectively referred to as the “Services.” USP is responsible for providing and maintaining sufficient infrastructure and staffing to enable it to provide the Services.
- 2. *Term*—The initial term of this Agreement shall be three (3) years, commencing on the Effective Date, unless sooner terminated as herein provided. This Agreement shall automatically be extended for four (4) additional successive terms of one (1) year each, unless either USP or Client give written notice to the other at least ninety (90) days prior to the expiration date of the then current term that it will not extend this Agreement beyond the then applicable termination date.
- 3. *Service Name and Ownership*—Subject to the terms of this Agreement:
 - A. Client may market the Services by reference to the name PaySite;
 - B. Client acknowledges and agrees the PaySite System and the Services constitute valuable and

proprietary intellectual property of USP and that nothing in this Agreement is intended to affect nor shall ever be construed as affecting USP's ownership of or proprietary rights in and to any and all of USP's intellectual property, rights and licenses constituting the PaySite System or any component thereof including any copyrights, trade secrets, patents and other intellectual and proprietary rights therein. All proprietary rights of USP, including without limitation, all intellectual property, and all rights and licenses in the PaySite System and Services, and the programs, methods of processing, specific design and structure of individual programs and their interaction and the programming techniques employed therein, shall all remain the property of USP. It is expressly understood and agreed that no title to or ownership of the PaySite System or any part thereof are transferred to Client or its Customers; and

- C. USP warrants that it owns rights and licenses in the operating systems sufficient to perform and support the Services. USP further warrants that said rights and licenses do not infringe on any known copyright, patent, trade secret, trademark or proprietary right. USP agrees to defend and hold harmless Client from any suit brought against Client for any alleged infringement based upon Client's use of the Services or PaySite System *provided* that Client fully cooperates with USP, which cooperation shall include, but not be limited to: (i) notifying USP as soon as possible of any suit or threat of suit or similar claim; and (ii) granting USP complete control of the defense of all such claims including the right to settle all claims.
- 4. *Marketing*—USP shall make available to Client sufficient product descriptions and other materials that allow Client to adequately inform Client's Customers of the availability of the Services. Client, during the term hereof, shall market the Services. Such marketing obligations shall include not less than the following:
 - A. Client shall describe the Services on Client's web page and shall provide a link to USP's website; and
 - B. When appropriate, Client's customer service representatives shall direct Customers to the location of the PaySite terminals.

All costs attributable to Client's marketing obligations shall be the sole and exclusive expense of Client. Proposed marketing materials produced by either party shall be provided to the other party for approval before use.

- 5. *Pricing*—Client shall pay USP Fees as set forth in "Attachment B—Pricing" which is incorporated herein by this reference, and any expenses incurred by USP as a result of enhancements or customization as Client may request in writing, and which USP in its sole discretion chooses to implement.

Pricing shall be subject to change, increase, decrease, addition and deletion by USP. Notice of each such change will be given to Client sixty (60) days prior to implementation thereof. If Client does not agree to a price increase, Client may terminate the Agreement for cause, as provided in Section 7.

- 6. *Payment of Charges* —USP will invoice Client monthly, via email, at _____ (insert email billing address) for all sums which may become due USP from Client by virtue of this Agreement (except for Implementation Charges and costs set forth within *Attachment B—Pricing* which are payable upon the execution hereof, and except for the Goods, payment for which is governed by *Attachment C—Purchased Kiosk Terms and Conditions*).

Reimbursement of merchant fees, if applicable, shall be due within five (5) days of the date of each monthly invoice. All other monthly invoiced charges shall be due not later than thirty (30) days from the date of each monthly invoice. All invoices not paid when due shall accrue service charges at the rate of one and one half per cent (1.5%) per month from and after the due date thereof.

Payment of ongoing monthly invoiced charges is settled via ACH transfer from Client's Bank Account (and may be initiated by either Client or USP).

USP will settle and collect directly from Customers at the time of the transactions any convenience fees due from Customers (as set forth in *Attachment B—Pricing*).

7. *Termination of Services—*

- A. Client may terminate this Agreement at any time upon written notice to USP at least ninety (90) days prior to the desired termination date. If such termination is for cause (as hereafter defined), there shall be no early termination fee. If such termination is during the initial three year term hereof and without cause, the applicable early termination fee described hereafter shall apply and the notice of termination shall be accompanied by payment of an Early Termination Fee. Termination shall be deemed "*for cause*" only if such termination is due to: an increase in price as provided in Section 5; or a material default by USP of its obligations as set forth herein which USP fails to cure within thirty (30) days after notice thereof by Client to USP, or, if such default cannot reasonably be cured within said thirty (30) day period, if USP has failed to implement commercially reasonable measures to remedy the default within the thirty (30) day period and has further failed to continuously prosecute such remedy with due diligence; or a reason provided elsewhere in this Agreement. Termination hereof by Client for any other reason shall conclusively be deemed to be "*without cause*." The notice of termination from Client to USP shall detail the reason or reasons for such termination.
- B. Upon termination of this Agreement by Client without cause during the initial three (3) year term hereof pursuant to subpart A above, an Early Termination Fee shall be due in the sum of (\$1,000) to be adjusted *pro rata* monthly over the entire initial term of this Agreement and computed by reference to the number of months remaining in the initial term of this Agreement from the effective date of any early termination. It is specifically agreed that the Early Termination Fee herein provided is and shall be considered to be in the nature of reasonable liquidated damages, and not a penalty, the parties further agreeing that actual damages incurred by virtue of Client's early termination hereof without cause would be impractical or extremely difficult to ascertain.
- C. USP may terminate this Agreement upon notice to Client in the event of any one or more of the following occurrences:
 - i. Client's failure to timely remit any payment then due USP pursuant to any term or provision of this Agreement, in which case the Agreement may be terminated by USP immediately; or
 - ii. Client's breach of any other Client obligation arising under this Agreement unless Client cures such breach within 30 days of USP's notice of its intent to terminate this Agreement; or
 - iii. USP or USP's financial institution determines operating the Service for Client becomes high-risk relative to compliance with state or federal law.
- D. Either party may terminate for cause should an authority having jurisdiction to make such

determinations determines that any Service being provided hereunder or any fee being charged by virtue hereof is in violation of any federal or local law, statute, rule or regulation in which case this Agreement may be terminated immediately.

- E. Any termination of this Agreement by USP shall be without prejudice to any action by USP to recover delinquent or unpaid charges or for any other damages to which it may prove itself entitled.
 - F. Any termination of this Agreement shall be subject to the parties' completion and performance of obligations incurred by virtue of any transactions through the time of any such termination.
8. *Confidential Information*—All obligations imposed by this Agreement regarding confidentiality shall survive any termination of this Agreement for any reason whatsoever, and:
- A. Except for information in the public domain, or obtained through other sources without a violation of this Agreement, Confidential Information shall include, but not be limited to, information regarding each respective party's business, business plans, pricing, operations, data, (including Customer data), intellectual property, software, and ancillary information related to each party's business. The terms of this Agreement are considered confidential and it is the express intent of the parties that Confidential Information, as used herein, be defined, interpreted and construed as broadly and liberally as legally possible to include any and all information, facts or knowledge provided to or observed or derived by a party regarding, in any manner the other party's Confidential Information or any information ancillary or pertinent thereto.
 - B. Except as expressly authorized by prior written consent of the disclosing party, the receiving party shall limit access to Confidential Information to its employees who have a need-to-know, and advise those employees of the obligations set forth in this Agreement and use all Confidential Information of the disclosing party solely for purposes of carrying out the business transactions between the parties contemplated by this Agreement and for no other purpose whatsoever.
 - C. Following the termination of this Agreement for any reason and upon the request of the disclosing party, the receiving party shall, within twenty (20) days thereafter, surrender to the disclosing party all Confidential Information of the disclosing party and certify that no copies have been made or retained.
 - D. The parties acknowledge that the disclosing party may be irreparably harmed if the receiving party's obligations under this Section are not specifically enforced and that the disclosing party would not have an adequate remedy at law in the event of an actual or threatened violation by the receiving party of its obligations. Therefore, the receiving party agrees: (i) that the disclosing party is entitled to advance notice—commercially reasonable under the circumstances—of any request for Confidential Information so the party providing the Confidential Information may seek injunctive relief, if appropriate; and (ii) that the disclosing party may be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violation or breach by the receiving party, its employees or agents, without the necessity of the disclosing party showing actual damages or that monetary damages does not afford an adequate remedy. Such injunctive relief shall not preclude recovery for monetary damages sustained or for cost of the action including reasonable attorney fees.
9. *Anti-Money Laundering (AML) and Compliance*—both parties agree to cooperate with the other in a commercially reasonable manner to help prevent money laundering. Client acknowledges USP has a Bank Secrecy Act (BSA) Policy and is required to report to its financial institution, FinCEN,

and various state banking authorities regarding activity related to payment processing. Client agrees to provide USP with information requested from time to time to meet these regulatory obligations. If client chooses to not provide required information, USP, in its sole discretion, may choose to restrict any Customer of Client from using the PaySite service if USP determines that Customer engages in suspicious or fraudulent activity.

Client will not knowingly do business with, or create an account for, anyone on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals (SDN) and Blocked Persons list. Client is responsible for evaluating payments from Customers to identify money laundering activity through the various channels offered by Client.

10. *Force Majeure*—

- A. *Liability and Definition.* Except as otherwise provided herein, neither party shall be liable for any delay or performance of, or the inability to perform, any obligation required by this Agreement when such delay or inability is caused by a *force majeure* occurrence. *Force majeure*, as used herein shall mean the following: acts of God, wars, governmental or court orders, regulatory or legislative changes by any local, state or federal governmental agency, strikes, work stoppages, or other occurrences not within the control of the party affected thereby.
- B. *Action on Occurrence of Claimed Force Majeure.* Upon the occurrence of a claimed event of *force majeure*, the affected party claiming same shall: (i) promptly notify the other party in writing thereof, furnishing a full description of the pertinent circumstances and the basis and rationale of the claimed event of *force majeure*; and (ii) remedy to the extent practicable with all reasonable dispatch the cause or causes claimed as preventing it from carrying out this Agreement.
- C. *Termination of Agreement.* In the event that either party's performance under this Agreement is suspended or rendered impracticable by reason of a *force majeure* event for a period in excess of ninety (90) days, either party shall have the right to terminate this Agreement, upon ten (10) days written notice, without further obligation.

11. *Data Security*—USP is responsible for the security of cardholder data in USP's possession or otherwise stored, processed, or transmitted on behalf of the Client, or to the extent USP could impact the security of the client's cardholder data environment. As such, USP retains and logical control of the Goods during the term of this Agreement. Client shall not tamper with the computer or other applicable hardware or software in a way that might compromise USP's ability to maintain security of cardholder data.

12. *NACHA Compliance*—Pursuant to NACHA Operating Rules, subsection 2.2.2, Client agrees to the following:

- A. Authorization of the financial institution designated by USP to originate Automated Clearing House ("ACH") entries on behalf of the Client to the Client's Customers' accounts.
- B. To be bound by all NACHA Rules as may be applicable to the Agreement.
- C. Not to originate entries violating laws of the United States.
- D. To any restrictions on entry types that may be originated.
- E. That the financial institution designated by USP for purposes of this Agreement may terminate or suspend origination for breach of NACHA rules in a manner that allows the financial institution to comply with the NACHA rules.

F. That the financial institution designated by USP has the right to audit compliance with the Agreement and applicable NACHA rules.

13. *Relationship of the Parties*—This Agreement is entered into by the parties for the sole and express purpose of governing the relationship between them. USP is a limited agent of Client for the sole and limited purpose of accepting and delivering money or other monetary value from Customers of the Client for the purpose of paying the obligation owed by the Customer to Client. The payment of money or other monetary value to USP by the Customer of Client shall satisfy that portion of the customer's obligation to Client as provided by and otherwise in accordance with the terms of this Agreement. In performing the Services to be provided hereunder, USP is an independent contractor. Nothing in this Agreement shall be deemed or considered a joint venture, partnership, or franchise. Except as expressly provided herein, no party shall have the authority to legally bind the other party to any liability, contract, or expense.
14. *Notices*— All notices or other communications which may be given or which are required to be given by either party to the other and any exercise of a right provided by this Agreement shall be effective only in in a dated writing that is either: (i) personally delivered to the officer of the intended recipient at the office address specified below; (ii) sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the intended recipient at the office address specified below; or (iii) deposited into the custody of a nationally recognized overnight delivery service such as Federal Express or United Parcel Service, addressed to the intended recipient at the office address specified below. Notices shall be effective on the earlier of the date of: (a) delivery or receipt, or, (b) if notice is by certified or registered mail or overnight delivery service as provided above, on the third day after the date the notice or other communication is mailed or delivered to the custody of a nationally recognized overnight delivery service for delivery. For purposes of this Notice Section, the addresses of the parties for all notices shall be as follows (unless changed by the party whose address is to be changed in accordance with the provisions of this Notices Section):

If to Client:

City of Moberly

Attention: its _____
101 West Reed Street
Moberly, MO 65270

If to USP:

U.S. PAYMENTS, LLC
Attention: its President
7130 South Lewis Ave. Suite 1000
Tulsa, OK 74136

Neither email nor facsimile communications shall constitute notice.

15. *Assignment*— Neither this Agreement nor any of the rights or obligations under it may be assigned, delegated, sub-licensed or transferred (by operation of law or otherwise) by either party without the prior written consent of the other party except that USP may, at its sole discretion; subcontract performance of various components of its obligations under this Agreement; and assign its rights and obligations to (i) any subsidiary, affiliate or parent entity of USP and (ii) any purchaser or transferee of substantially all the stock or assets and liabilities of USP. Each party shall provide the other 60-day notice of any sale or transfer.

16. *Third Party Beneficiaries*— This Agreement is made solely and specifically between and for the benefit of the parties hereto and their respective successors and any permitted assigns. No other person, firm or entity whatsoever shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.
17. *Insurance*— USP shall, at its expense, during the term of this Agreement, keep in full force and effect General Comprehensive Liability Insurance. Client will insure or self-insure the Goods and cash in kiosks owned by Client and retain any associated risk of loss.
18. *Exclusion of Certain Damages*— USP specifically DISCLAIMS and the parties specifically and explicitly agree that *under no circumstances whatsoever* shall USP ever be liable for any SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, COSTS OF REPLACEMENTS AND OTHER ADDITIONAL EXPENSES, EVEN IF USP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES arising in connection with this Agreement or the alleged breach or violation hereof, and any damages recoverable by Client as the result of any alleged breach of any provision hereof shall never exceed the total fees actually paid to USP during the term hereof pursuant to this Agreement. The pricing for the Services stated in this Agreement is a material consideration in limiting USP's liability and Client's remedies.
19. *Disclaimer of Warranties*— **EXCEPT AS OTHERWISE EXPLICITLY SET FORTH HEREIN, USP SPECIFICALLY DISCLAIMS AND MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESSED OR IMPLIED AND THE SAME ARE HEREBY EXCLUDED FROM THE TERMS OF THIS AGREEMENT.**
20. *Compulsory Mediation*— If any dispute arises out of or relates to this Agreement, or any alleged breach hereof, and if the dispute is not promptly settled or resolved by agreement of the parties, it shall be a mandatory condition that the aggrieved party shall first by notice to the other party initiate a mediation. The parties hereto agree in such event to endeavor in good faith to settle any such dispute by a mediation to be administered by the American Arbitration Association under its Commercial Mediation Rules (or by such other mediation service and rules as to which the parties may then mutually agree). If a party refuses to mediate as required hereby (or fails within 7 days of written demand to mediate to agree thereto) then the aggrieved party shall be excused from this mandatory, condition precedent and may thereupon immediately initiate arbitration proceedings as hereafter provided.
21. *Entirety of Agreement*— This Agreement, together with all Attachments, constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings and negotiations between the parties, whether written or oral, with respect to such subject matter.

22. *Modification, Amendment, Supplement or Waiver*— No modification, amendment or supplement to this Agreement shall be binding upon the parties hereto unless made in writing and duly signed by an authorized representative of each party hereto. No waiver of any of the provisions of this Agreement shall be binding unless reduced to writing, dated and executed by the party sought to be charged therewith. A failure or delay of either party to this Agreement to enforce any provision hereof, to exercise any option which is herein provided or to require performance of any provision hereof shall in no way be construed to be a waiver of such provision. Pre-printed terms and conditions in order and acknowledgment documents issued pursuant to this Agreement by one party to the other are not binding.
23. *Severability*— In the event a court of competent jurisdiction shall determine that any of the provisions of this Agreement are invalid, illegal or unenforceable, the parties shall negotiate in good faith in an attempt to agree on a mutually acceptable valid, legal and enforceable substitute provision consistent with the original intention of the parties hereto. If the parties are unable to agree upon a substitute provision, then either party may terminate this Agreement upon ninety (90) days' notice to the other party.
24. *Attorneys' Fees*— In any litigation as may be required to enforce the terms of this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and all costs of such litigation through all trial and appellate levels and post-judgment proceedings.
25. *Attachments*— The terms and conditions of any and all attachments and exhibits hereto as amended from time-to-time by mutual agreement of the parties or in accordance with the terms of this Agreement, are incorporated herein by reference and shall constitute part of this Agreement as if fully set forth herein. This Agreement shall be construed and interpreted wherever possible to avoid conflict between the provisions hereof and any attachments hereto. Provided that, if any conflict shall arise, the specific provisions of this Agreement shall control.
26. *Headings*— The headings in this Agreement are for purposes of reference only and shall not in any way limit or otherwise affect the meaning or interpretation of any of the terms hereof.
27. *Counterparts*— This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Signatures submitted electronically shall be deemed to have the same force and effect as original signatures.
28. *Survival*— The following provisions of this Agreement shall survive the expiration or termination of this Agreement: (i) provisions relating to protection of Confidential Information; (ii) all obligations and liabilities incurred prior to the expiration or termination; (iii) provisions requiring and relating to mediation and arbitration; and (iv) provisions which by their express terms shall survive the expiration or termination.
29. *Binding Effect*— This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and any permitted assigns.
30. *Compliance with Laws*—Each party will perform its obligations under this Agreement in strict compliance with all applicable laws, orders or regulations of all appropriate jurisdictions.
31. *Execution Authority*—Every individual affixing his or her name hereto on behalf of a party warrants and represents they have all necessary and legal authority to bind their company to the obligations within this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective on the Effective Date.

City of Moberly (Client)

By: _____

(print full name of authorized signer)

Its _____ and duly authorized agent.
(print capacity in which signed)

U.S. Payments, LLC (USP)

By: _____

Tim Neece _____

Its President and duly authorized agent "USP."

Attachment A—Scope of Services

Summary of Services: USP will provide to Customers of Client the ability to pay their bill at the PaySite kiosk payment terminal. Customers will be given the option to pay their Client bill with a personal check (converted to ACH), cash, credit card and pinless debit card.

At the end of each processing day, a payment file will be forwarded to Client for processing. Support will be provided to Client and its Customers by USP.

PaySite Configuration:

- ┃ Touch Screen
- ┃ Audio: English and Spanish
- ┃ Kiosks are multi-biller
- ┃ Payment methods available: cash, check, credit/debit
- ┃ Kiosk does not provide change; overpayments are forwarded to Client
- ┃ Check payments are converted to an electronic transaction (ACH/POP)
- ┃ Each kiosk updates the USP database real-time
- ┃ Receipts are provided for each transaction in English or Spanish

PaySite Bill Payment Experience:

- ┃ Touch screen to exit attract loop
- ┃ User disclosure (Accept/Decline)
- ┃ Choose English or Spanish (choice provided on most screens throughout the process)
- ┃ Select a category
- ┃ Select a biller
- ┃ Customer enters account number (barcode or OCR; and manual input)
- ┃ Client provides an account number algorithm to validate numbers provided by Customers
- ┃ Enter last name
- ┃ Enter phone number and PIN (i.e., last 4 digits of SSN or Birth date)
- ┃ Select a payment method
- ┃ Fee disclosure (if applicable)
- ┃ Customer enters amount they wish to pay (check and credit/debit transaction only)
- ┃ Payment inserted (cash, check or card)
- ┃ Checks are marked “Electronically Presented” then returned to Customer (if applicable)
- ┃ Payment amount and fee are displayed
- ┃ Transaction is complete
- ┃ Receipt is printed

PaySite Receipt Information:

- † Date and time of transaction
- † PaySite terminal number
- † PaySite location
- † Payment method
- † Client name
- † Customer account number
- † Check (if applicable)
 - Serial number
 - Last 4 digits of account number
- † Card (if applicable)
 - Last 4 digits of card number
 - Authorization number
- † Bill payment amount
- † PaySite processing fee
- † Transaction total
- † Receipt reference number
- † Transaction ID#
- † USP toll free number for questions

If paying by check, the receipt will restate the Customer's authorization to convert their check to an electronic transaction.

Daily Processing:

- † USP will compile the Client transactions for the processing day
- † USP will provide Client a remittance file formatted as instructed by Client
- † USP will provide access to the daily remittance and reports files
- † Memo posts of transactions (if applicable) are sent 24x7x365
- † Real time posts of transactions (if applicable) are sent 24x7x365
- † USP will complete daily remittance, reports and deposits on all open business days (business days are defined as Monday through Friday)
- † Holiday processing and reports are provided on the next business after holidays.
- † Holiday schedule:
 1. New Year's Day
 2. Martin Luther King Jr. Day
 3. President's Day
 4. Memorial Day
 5. Independence Day
 6. Labor Day
 7. Columbus Day
 8. Veterans Day
 9. Thanksgiving Day
 10. Friday after Thanksgiving
 11. Christmas Eve
 12. Christmas Day

Daily Reports:

- † Daily Payment
- † Kiosk Payment Report
- † Chargeback Report
- † New Accounts

The Administrative Console provides additional access to reports.

Funds Settlement:

- † Client provides to USP bank account and routing number for settlement of payments
- † USP initiates credit to Client through the Federal Reserve the next business day after Customer(s) initiated payment(s); normally applied to Client account on day two
- † Client's account is charged (or netted) for charge backs and/or returns for ACH payments

Customer Care:

- † USP Customer Care is available Monday through Friday 7:00 a.m. to 6:00 p.m., CST
- † Voice Mail is available 24-hours a day, 7-days a week
- † USP will attempt to return voice mail messages the same day they are received
- † USP will provide Spanish speaking Customer Care support

Security/Compliance:

- † USP is responsible for system and application compliance to current and future versions of PCI DSS specifications.
- † USP provides IT/backend support for both the software at the kiosks and the connection to clients billing software (if applicable).
- † USP is responsible for keeping all software licensing and antivirus protection installed and up to date.
- † USP is responsible for adherence with all rules and regulations for processing payments (e.g. Credit Card, ACH, etc.) including but not limited to PCI, State and Federal regulations dealing with data breach and card security processes.

Cash Servicing for Office Kiosk:

- † Client personnel may remove cash from kiosks and make deposits to a USP account or USP will debit Client's designated account.
- † Client may contract with an armored car service for cash handling. Deposits shall be made to a USP account or USP will debit Client's designated account.
- † USP may contract with an armored car service. Client shall be invoiced monthly at cost for armored car service expense.

Maintenance for Office Kiosk:

- † USP technical staff is actively monitoring the network for cash levels, connectivity, and software/hardware errors.
- † USP support staff is on-call 24/7.

- 📌 Client may report problems by phone and/or email.
- 📌 During business hours, USP may request Client personnel to physically examine the status of office kiosks, Internet connection and/or on site troubleshooting (reboot kiosk, receipt paper jam, etc.).
- 📌 In the event of a complex issue or hardware malfunction, USP may dispatch a local technician.

Attachment B—PaySite Service Pricing

<i>Description of charges paid by Client</i>	<i>Cost/Unit Price</i>
--	------------------------

Client Office Kiosk Pricing

- | | |
|---|---------|
| 1. Implementation | \$0.00 |
| a. Training materials. | |
| b. Access to Administrative Console. | |
| c. Development of file formats. | |
| 2. Annual Subscription Fee | \$1,200 |
| 3. Transaction Fee Paid by Client at Office Location (cash, check, card)..... | \$0.38 |
| 4. Returned Items (NSF, Fraud, etc.) | \$3.00 |

Retail Kiosk Pricing

- | | |
|--|----------|
| 1. Monthly Kiosk Fee-Existing Retail Locations..... | \$0.00 |
| 2. Monthly Kiosk Fee-The Greater of ¹ (per <i>new</i> retail network location)..... | \$400.00 |
| 3. Transaction Fee Paid by Client at Retail Location (cash, check, card)..... | \$1.00 |
| 4. Returned Items (NSF, Fraud, etc.) | \$3.00 |
| 5. Merchant expenses associated to card payments are billed as a pass through. | |

† The fees set forth above do not include cash retrieval services (cash handling and/or armored services) or fees charged by retailers for placement of the kiosk at the retailer's establishment. These additional charges, if applicable, shall be negotiated between USP and Client on a case by case basis, outside of this agreement.

† If Client chooses to offer credit/debit as a payment option to end-users, USP will include the associated merchant fees on the monthly invoice.

† Client may choose to offset charges through convenience fees to end-users. Convenience fees are negotiated on a case-by-case basis.

† Some transactions may require USP to file reports as required by State and/or Federal law. In such instances, compliance filing fees may apply and will be negotiated on a case-by-case basis.

¹ Client pays the greater of the monthly fee or the sum of the transaction fees.

NOTE: The installation of Kiosks and all peripherals is the Client's responsibility, and completed at Client's sole cost and expense and in material conformity with USP's guidelines and specifications. Client responsibilities include, without limitation:

1. Internet connection and power for each machine.
2. Construction and construction costs associated for building modification and/or protective structure for hosting outdoor machine.

**Attachment C—Purchased Kiosks
Terms and Conditions**

Product	Unit Price	Quantity	Total
<i>Indoor Kiosk</i> Includes the following components: Barcode Scanner, Cash Acceptor, Cash Lock, Anti-Tampering Alarm Lock (not monitored), Check Reader, Computer, Credit Card Reader, Printer, Touchscreen, Speakers, and Surge Protector.	\$11,700.00	0	
<i>Outdoor Kiosk</i> Includes the following components: Alarm Lock, Barcode Scanner, Cash Acceptor, Cash Lock, Anti-Tampering Alarm Lock (not monitored), Computer, Credit Card Reader, Printer, Touchscreen, Speakers, and Surge Protector. This machine requires access to ventilation.	\$17,850	1	\$17,850
<i>Custom Vinyl Wrap</i>	\$700.00	1	
<i>3 Year Limited Warranty</i>	Included	1	Included
<i>Post-Warranty Service</i>	\$300.00 per service call +parts and shipping		

Subtotal \$ 18,550

Tax exempt

Shipping (to be
billed separately) TBD

Total \$18,550

1. *Sale of Goods.* USP agrees to sell, transfer and deliver the Kiosks specified herein (the “Goods”) to Client Buyer for the prices set forth herein, subject to all of the terms and conditions hereof. Client agrees to purchase the Goods subject to all of the covenants, terms and conditions hereof, and to pay Seller the purchase price set forth herein.
2. *Terms of Payment.* Client’s Payment of the purchase price for the Goods shall be due within 10 days of receiving an invoice. All sales, excise, or other forms of taxes, including tariffs, shall be paid by Client. Taxes shall at all times be the responsibility of the Client, whether calculated at the time of Buyer’s purchase or upon delivery to Client. Client acknowledges and agrees to pay any such taxes passed through to the Client.
3. *Shipment, Title and Risk.* The Goods shall be shipped F.O.B., USP’s Tulsa, OK facilities, freight prepaid, to Client at:

City of Moberly
101 West Reed Street
Moberly, MO 65270

Client shall be responsible for all shipping and insurance costs, including without limitation, packing, crating, cartage and freight costs. Except with respect to payment of amounts due by Client to Seller, time is not of the essence hereunder. Unless otherwise agreed, USP will choose the common carrier. Client must notify USP within thirty days of the date of USP’s invoice for the Goods if Client believes any part of the Goods is missing, wrong, or damaged. Client is responsible for inspecting the Goods upon delivery and must note any visible damage on the proof of delivery or other delivery receipt. USP is not responsible for any visible shipping damages not noted on the delivery receipt.

USP warrants it has and will convey good and marketable title to the Goods. Irrespective of any provisions concerning freight or price, title to the Goods and risk of loss or damage shall pass to Client upon USP’s delivery of the Goods to the carrier.

4. *USP’s Limited Express Warranty.* USP warrants to Client (this Limited Express Warranty not being assignable) that the Goods shall be free from defects in material and workmanship for 36 months from date of shipment. Written notice of any claim under this warranty must be given to USP within the time specified herein and the Client must afford USP a reasonable opportunity to inspect the Goods in unaltered condition and evaluate any warranty claims.

USP’s warranty of the Goods does not cover any conditions resulting from: (i) accident or neglect by Client or any third party; (ii) any third party items or services with which the Goods are used or other causes beyond USP’s control; (iii) installation, operation, or use not in accordance with USP’s instructions or applicable documentation; (iv) use in an environment, in a manner, or for a purpose for which the Goods were was not designed; (v) modification, alteration, or repair by anyone other than USP or its authorized representatives; or (vi) theft, vandalism, or force majeure.

There are NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BEYOND THE FOREGOING. The Limited Express Warranty herein is EXTENDED IN LIEU OF AND TO EXCLUSION OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL USP BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL OR EXEMPLARY DAMAGES, OR FOR ANY AMOUNT IN EXCESS OF THE PRICE FOR THE GOODS.

5. *Remedies.* Client's remedies shall be limited to repair or replacement by USP of Goods which do not conform to USP's Limited Express Warranty, or at USP's option, the return by USP to Client of the purchase price of any such Goods.
6. *Intellectual Property.* Client acknowledges and agrees that all patents and patentable ideas, trademarks, copyrights, mask work rights, molds and tools of USP shall be the sole and exclusive property of USP, and Client shall have no claim or right to the title or ownership of any such intellectual property created by USP. Further, to the extent that title or ownership to any such intellectual property may vest in Client by operation of law, Client hereby irrevocably agrees to assign to USP all right, title and interest in and to such intellectual property.
7. *Exclusive Terms and Conditions.* As to the sale of the Goods by USP to Client, these Terms and Conditions constitute the complete, exclusive, and fully integrated statement of terms and conditions.
8. *Export Restrictions:* Client shall never export or re-export any of the Goods in violation of any applicable laws or regulations of the United States.

City of Moberly

City Council Agenda Summary

Agenda Number: WS #4.
 Department: City Clerk
 Date: August 1, 2022

Agenda Item: An Ordinance Establishing The Tax Levy For The City Of Moberly, Missouri For The Year 2022.

Summary: This Ordinance follows Missouri State Statutes and must be adopted by September 1, of each year in order to collect taxes for the year. A public hearing was held on May 16, 2022.

Recommended

Action: Approve the Ordinance at the August 15, 2022, Council Meeting.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Role Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Kyser** _____

M___ S___ **Lucas** _____

Passed Failed

Date:	07/11/22			As required by Section 137.245.3 RSMo 2020	
District:	Moberly			Code: 2	
Valuations for 2022					
		07/19/22	BOE ADJ		FINAL
PROPERTY					
Local	Ag	119,500			0
	Res	67,841,510			0
	Com	51,485,180			0
TOTAL LOCAL RE		119,446,190			0
Local - Personal		56,713,857			0
TOTAL LOCAL		176,160,047			0
STATE ASSESSED	RE	7,334,122			0
	PER	1,219,156			0
TOTAL STATE ASSESSED		8,553,278			0
TOTAL VALUATION		184,713,325			0
The following data has been provided by the county assessor's office:					
NEW CONSTRUCTION AND IMPROVEMENTS:					
(these totals are included in the above figures)					
Related to real estate		988,730			0
Increase in Per Property					0
Total		988,730			0
Locally assessed now state assessed:					
IN WITNESS WHEREOF, I have hereunto set my hand and					
affixed the seal of the County Commission of Randolph County					
at my office in Huntsville this		13th	day of	July 2022	
<i>Jeri Madley</i>		, County Clerk			

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #5.

Department: Comm. Dev.

Date: August 1, 2022

Agenda Item: An application for a re-zoning and minor subdivision development plan submitted by Knox & Haynes Properties for the property located in the 300 block of Terrill Rd. This location is currently zoned B-3 (General Commercial District).

Summary: The proposed site is located in the 300 block of Terrill Rd and currently is zoned B-3 (General Commercial District). The proposed Minor Subdivision is for a residential use and requires a re-zoning of the lot to align with the remaining zoning along Terrill Rd. The developers are requesting a re-zoning of the lot to R-2 (One and Two Family Residential) to align with the lots to the east of the property. The parcel of land is surrounded on most sides by residential property.

The proposed minor subdivision is a new subdivision with utility services currently on site for the majority of the properties. The far west and east are both served by sewer lines and the middle lots are requiring an extension of the sewer service on the east to their locations for development. The developer has agreed to build this sewer extension at their cost and to the specifications of the City of Moberly. The water line is already present on the south side of Terrill Rd that will serve the property and the road for access is already paved. The size of the proposed lots ranges from 7800 sq ft to 8300 sq ft. All R-2 zoning regulations are able to be met with the current lot survey that has been provided.

The Planning & Zoning Commission recommended approval for the request of the rezoning and the minor subdivision.

Recommended Action: Direct Staff to bring forward to the August 15, 2022 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 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___ Kyser

M___ S___ Lucas

Passed Failed

City of *Moberly!*

Memorandum

To: *Planning and Zoning Commission*

From: *Planning Staff*

Subject: *Agenda item 1, Re-zoning and Minor Subdivision Plat Application*

Meeting: *July 25, 2022*

Public Hearing to consider:

Notice of a public hearing for a re-zoning and minor subdivision development plan submitted by Knox and Haynes Properties LLC for the property located in the 300 block of Terrill Rd. This location is currently zoned B-3 (General Commercial District).

Comments:

The proposed site is located in the 300 block of Terrill Rd and currently is zoned B-3 (General Commercial District). The proposed Minor Subdivision is for a residential use and requires a re-zoning of the lot to align with the remaining zoning along Terrill Rd. The developers are requesting a re-zoning of the lot to R-2 (One and Two Family Residential) to align with the lots to the east of the property. The parcel of land is surrounded on most sides by residential property.

The proposed minor subdivision is a new subdivision with utility services currently on site for the majority of the properties. The far west and east are both served by sewer lines and the middle lots are requiring and extension of the sewer service on the east to their locations for development. The developer has agreed to build this sewer extension at their cost and to the specifications of the City of Moberly. The water line is already present on the south side of Terrill Rd that will serve the property and the road for access is already paved. The size of the proposed lots ranges from 7800 sq ft to 8300 sq ft. All R-2 zoning regulations are able to be met with the current lot survey that has been provided.

City staff:

The re-zoning of the property presented to the Planning and Zoning Commission and the surrounding properties agree with the future land use map and can meet the demands of the zoning code adopted by the City of Moberly. The City of Moberly Staff recommends acceptance of the proposed re-zoning and Minor Subdivision Final Plat.

A Re-zoning approved by Planning & Zoning Commission will require the additional approval of the City Council.

A Minor Subdivision Final Plat approved by Planning & Zoning Commission will require the additional approval of the City Council.

Respectfully Submitted
Aaron Decker

CITY OF MOBERLY, MISSOURI REZONING APPLICATION

Return Form to:

Zoning Administrator
City of Moberly
101 West Reed Street
Moberly, MO 65270-1551
(660) 263-4420
(660) 263-9398 (fax)

For Office Use Only

Deposit: _____
Date Advertised: _____
Date Notices Sent: _____
Public Hearing Date: _____

APPLICANT INFORMATION:

Applicant: Knox and Haynes Properties Phone: 573 476 8903
Address: 2143 County Road 2635 Moberly Mo Zip: 65270
Owner: Scott Knox Joe Haynes Phone: 573 476 8903
Address: 2143 CR 2635 Moberly Mo 65270 Zip: 65270

PROPERTY INFORMATION:

Street Address or General Location of Property: Terrill Road / Lech Lane
Property is Located In (Legal Description): Attached

Present Zoning B-3 Requested Zoning: Residential Acreage: 1.96

Present Use of Property: open field (undeveloped)

Character of the Neighborhood: Single family homes

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

- | | | | |
|----|-------------------------------------|---|--|
| 1. | Appropriately Sized Lots? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. | Properly Sized Street Right-of-Way? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. | Drainage Easements? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4. | Utility Easements: | | |
| | Electricity? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| | Gas? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| | Sewers? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| | Water? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 5. | Additional Comments: _____ | | |

UNIQUE CHARACTERISTICS OF PROPERTY AND ADDITIONAL COMMENTS:

Flat undeveloped land

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Moberly.
3. Certified list of property owners within:
 - A. 185 feet of the property if the proposed PD is located within the city's municipal boundaries;
 - B. 1,000 feet of the property if the proposed PD is adjacent to the city's corporate limits.
4. If the proposed zoning requires a special use permit, the rezoning application shall be accompanied by a special use permit application defining the specifically requested use or list of uses.

Att L
Applicant's Signature

6/22/22
Date

DESCRIPTION: ADD TRACT

A TRACT OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 13, TOWNSHIP 53 NORTH, RANGE 14 WEST OF THE CITY OF MOBERLY, RANDOLPH COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 13 ALSO THE INTERSECTION OF THE CENTERLINE OF LEAH LANE AND TERRILL ROAD; THENCE N1°36'55"W ALONG SAID QUARTER SECTION LINE AND THE CENTERLINE OF LEAH LANE, 110.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE N1°36'55"E ALONG SAID QUARTER SECTION LINE AND THE CENTERLINE OF LEAH LANE, 30.00 FEET;

THENCE LEAVING SAID QUARTER SECTION LINE AND CENTERLINE, S89°12'00"E, 450.00 FEET;

THENCE CONTINUE S1°36'55"W ALONG THE WEST LINE OF SAID SECTION 13 AND THE CENTERLINE OF LEAH LANE, 30.00 FEET;

THENCE N89°12'05"W, 450.00 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 0.31 ACRES AND IS A PORTION OF THE SAME LAND DESCRIBED BY DEED RECORDED IN BOOK 836, PAGE 762 OF THE RANDOLPH COUNTY RECORDS. SUBJECT TO ANY EASEMENT OR RESTRICTION OF RECORD OR NOT OF RECORD, IF ANY.

Impact statement on the addition of Timber Springs Subdivision

We feel our proposed small subdivision, Timber Springs, will positively affect, not only the surrounding properties, but the entire city of Moberly. Over the last couple of years, we have built a multitude of affordable middle-class homes with no negative impact on the areas.

Our hopes are to continue building directly in line with Deer Creek Subdivision. Regarding Timber Springs subdivision's effect on traffic flow in and around the Terrill road area, we believe there will be very little negative impact with the addition of six new single-family homes. With the city paving the road all the way from Morley, out to Highway 63, citizens have the ability to comfortably and quickly access the Highway 63, Morley, or Highway A. Thus, reducing traffic in any one direction.

With fire hydrants located on Leah Lane as well as established hydrants in Deer Creek Subdivision, along with the strict safety codes set forth by the City of Moberly, we will continue building homes with the safety of the town's citizens in and around the proposed building sites as our top priority.

Terrill Road is quickly becoming one of the nicest areas in Moberly. The area is much desired by those whom love a "country feel" within the city limits. We propose to build upper middle-class homes, in the Timber Springs subdivision, that fit in very well with the beautiful homes already constructed in Deer Creek. Our plan is to simply continue where Deer Creek left off.

We propose to continue the beautiful transformation Terrill Road has been under the last 10 years. Our homes will help make the area one of the most coveted in all of Moberly.

**CITY OF MOBERLY, MISSOURI
RE-ZONING PERMIT
REASONS FOR DETERMINATION**

Submit Questions To:
Zoning Administrator
City of Moberly
101 West Reed Street
Moberly, MO 65270-1551
(660) 263-4420
(660) 263-9398 (fax)

For Office Use Only:

Date of Action: July 25, 2022
Action: APPROVAL

ON JULY 25, 20 22, THE CITY OF MOBERLY PLANNING AND ZONING COMMISSION AT ITS REGULAR MEETING, RECOMMENDED APPROVAL (ACTION: APPROVAL, CONDITIONAL APPROVAL, DENIAL) OF A RE-ZONING REQUEST FROM A(N) B-3 TO A (N) R-2 (ZONE) TO BE LOCATED AT 300 BLOCK OF TERRILL RD, MOBERLY, MISSOURI (ADDRESS OR LOCATION).

THE CITY COUNCIL WILL CONSIDER THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AT THE AUGUST 1, 20 22 MEETING OF THE MOBERLY CITY COUNCIL.

IN RECOMMENDING APPROVAL (ACTION) OF THIS RE-ZONING REQUEST, THE PLANNING AND ZONING COMMISSION CONSIDERED ALL STANDARDS LISTED IN THE ZONING REGULATION, AND ALL OTHER CONDITIONS LISTED FOR THAT USE IN OTHER SECTIONS OF THESE REGULATIONS. IN ADDITION, THE PLANNING AND ZONING COMMISSION FOUND THAT THE PROPOSED USE DID (DID/DID NOT) PROVIDE SAFEGUARDS TO ASSURE ITS COMPATIBILITY WITH THE SURROUNDING AREA.

CONDITIONS (IF ANY): _____


CHAIRPERSON

ZONING ADMINISTRATOR

CITY OF MOBERLY, MISSOURI
PROCEDURES MANUAL

CITY OF MOBERLY, MISSOURI
PRELIMINARY DEVELOPMENT PLAN APPLICATION

Return Form to:
Zoning Administrator
City of Moberly
101 West Reed Street
Moberly, MO 65270-1551
(660) 263-4420
(660) 263-9398 (Fax)

For Office Use Only

Deposit: _____
Date Advertised: _____
Date Notices Sent: _____
Public Hearing Date: _____

APPLICANT INFORMATION:

Applicant: Knock and Haynes Properties Phone: 573 476 8903
Address: 2143 CR 2635 Moberly Mo Zip: 65270
Owner: Scott Knock Joe Haynes Phone: 573 476 8903
Address: 2143 CR 2635 Moberly Mo Zip: 65270

PROPERTY INFORMATION:

Street Address or General Location of Property: Terrill Road / Leach Lane
Property is Located In (Legal Description) (If additional space is needed, please attach on additional sheet):
Attached

Present Zoning B-3

Present Use of Property: Undeveloped

Proposed Use(s) (All uses are permitted in the Planned Development District; however, each use included in a particular "PD" must be specified below as well as on the Preliminary and Final Development Plans). _____

Construction of Six Single Resident houses

What is the acreage for each of the following types of use within the Planed Unit Development?

Residential 1.13 acre

Commercial -

Industrial -

CITY OF MOBERLY, MISSOURI
PROCEDURES MANUAL

SURROUNDING LAND USE AND ZONING:

	<u>Land Use</u>	<u>Zoning</u>
North	<u>open land (undeveloped)</u>	<u>R 2</u>
South	<u>Residential</u>	<u>R 1</u>
East	<u>open land (undeveloped)</u>	<u>R 2</u>
West	<u>Residential</u>	<u>R 1</u>

RELATIONSHIP TO EXISTING ZONING PATTERN AND NEIGHBORING AREA:

1. Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes ☒ No ☐

If yes, explain: It's zoned commercial. We want to build six houses on the property

2. Describe how the proposed Planned Development will not have a substantial adverse affect on the neighboring area. We are just continuing "Deer Creek" subdivision all the way to Leash Lane. Our houses will line up exactly the way deer creek houses line up on the road front of Terrill Road.

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Is the proposed change consistent with the goals, objectives and policies set forth in the Comprehensive Plan? If yes, on a separate sheet of paper please explain how.

Yes ☒ No ☐ Single Family development has been planned in this location for several years.

2. Is the proposed Planned Development consistent with the types of land uses indicated on the Future Land Use Map for the applicable tract of land? If yes, on separate sheet of paper please explain how.

Yes ☒ No ☐ Single Family Development has been projected for this location & surrounding it in future land use map.

TRAFFIC CONDITIONS:

1. Identify the street(s) with access to the property: Terrill Road and Leash Lane
2. Identify the classification of those street(s) as Arterial, Collector or Local and each Right-of-Way width:

Street Name	Classification	Right-of-Way Width
<u>Terrill Road</u>	<u>Collector</u>	<u>60'</u>
<u>Leash Lane</u>	<u>Local</u>	<u>60'</u>

CITY OF MOBERLY, MISSOURI
PROCEDURES MANUAL

3. Will turning movements caused by the proposed use create an undue traffic hazard?
Yes _____ No ✓

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENTS:

Flat undeveloped land

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 2. One copy of a statement describing the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Moberly.
 3. Certified list of property owners located within:
 - A. 185 feet of the property if the proposed PD is located within the City's municipal boundaries;
 - B. 1,000 feet of the property if the proposed PD is adjacent to the city's corporate limits.
- X Fifteen (15) copies of the preliminary development plan for review and approval by the Planning and Zoning Commission, which said plan shall include the information as specified in the Zoning Regulations.

Att K

Applicant's Signature

6/22/22

Date

DESCRIPTION: ADD TRACT

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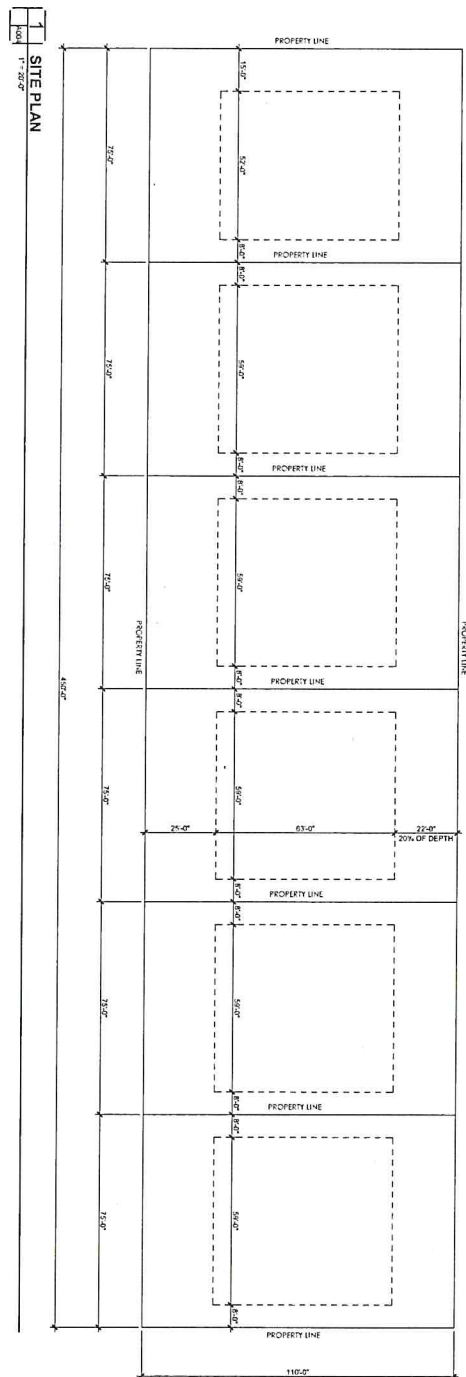
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We propose to continue the beautiful transformation Terrill Road has been under the last 10 years. Our homes will help make the area one of the most coveted in all of Moberly.

**CITY OF MOBERLY, MISSOURI
FINAL PLAT PERMIT
REASONS FOR DETERMINATION**

Submit Questions To:

Zoning Administrator

City of Moberly

101 West Reed Street

Moberly, MO 65270-1551

(660) 263-4420

(660) 263-9398 (fax)

For Office Use Only:Date of Action: JULY 25, 2022Action: APPROVAL

ON July 25, 2022, THE CITY OF MOBERLY PLANNING AND ZONING COMMISSION AT ITS REGULAR MEETING, RECOMMENDED APPROVAL (ACTION: APPROVAL, DENIAL) OF A REQUEST OF A CERTIFICATE OF SURVEY FOR FINAL PLAT FOR MINOR SUBDIVISION, 300 BLOCK OF TERRILL RD, MOBERLY, MO.

THE CITY COUNCIL WILL CONSIDER THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AT THE AUGUST 1, 2022 MEETING OF THE MOBERLY CITY COUNCIL.

IN RECOMMENDING APPROVAL (ACTION) OF THIS SUBDIVISION REQUEST, THE PLANNING AND ZONING COMMISSION CONSIDERED ALL STANDARDS LISTED IN THE ZONING REGULATION, AND ALL OTHER CONDITIONS LISTED FOR THAT USE IN OTHER SECTIONS OF THESE REGULATIONS.

CONDITIONS (IF ANY): _____


CHAIRPERSON

ZONING ADMINISTRATOR

City of Moberly

City Council Agenda Summary

Agenda Number: _____

Department: Comm. Dev.

Date: August 1, 2022

WS #6.

Agenda Item: An application for a re-zoning submitted by Charles Johnston for the property located at and around 801 Myra Street. This is currently zoned B-3 (General Commercial District).

Summary: The proposed site is located at 801 Myra St and currently is zoned B-3 (General Commercial District). The property was historically R-2 (one and two family residential). A previous owner in the area had this property and others surrounding it to be re-zoned to B-3 for future development that has never occurred. In reaching out to that property owner, they agreed to be in support of this re-zoning back to R-2 (one and two family residential). If approved, the City of Moberly will work with the surrounding property owners to re-zone their lots back to R-2 from their current B-3 zoning to assist with future residential development which is in demand in this area.

The following are the other properties that will be contacted and have initially agreed to a re-zoning from B-3 to R-2 in this area. 810 Sturgeon Street (has residential home on it), 809 Myra is currently vacant, and 805 Myra is currently vacant.

The Planning & Zoning Commission recommended approval for the request of the rezoning.

Recommended Action: Direct Staff to bring forward to the August 15, 2022 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 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___ **Kyser**

M___ S___ **Lucas**

Passed Failed

City of *Moberly!*

Memorandum

To: Planning and Zoning Commission

From: Planning Staff

Subject: Agenda item 3, Re-zoning Application for 801 Myra Street

Meeting: July 25, 2022

Public Hearing to consider:

Notice of a public hearing for a re-zoning submitted by Charles Johnston for the property located at 801 Myra St. This location is currently zoned B-3 (General Commercial District).

Comments:

The proposed site is located at 801 Myra St and currently is zoned B-3 (General Commercial District). The property was historically R-2 (one and two family residential). A previous owner in the area had this property and others surrounding it to be re-zoned to B-3 for future development that has never occurred. In reaching out to that property owner, they agreed to be in support of this re-zoning back to R-2 (one and two family residential). If approved, the City of Moberly will work with the surrounding property owners to re-zone their lots back to R-2 from their current B-3 zoning to assist with future residential development which is in demand in this area.

The following are the other properties that will be contacted and have initially agreed to a re-zoning from B-3 to R-2 in this area. 810 Sturgeon Street (has residential home on it), 809 Myra is currently vacant, and 805 Myra is currently vacant.

City staff:

The re-zoning of the property presented to the Planning and Zoning Commission and the surrounding properties agree with the future land use map and can meet the demands of the zoning code adopted by the City of Moberly. The City of Moberly Staff recommends acceptance of the proposed re-zoning at 801 Myra St.

A Re-zoning approved by Planning & Zoning Commission **will require the additional approval of the City Council.**

Respectfully Submitted
Aaron Decker

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

Article 10 – Planned Development Procedure

CITY OF MOBERLY, MISSOURI
REZONING APPLICATION

Return Form to:

Community Development Director

City of Moberly

101 West Reed Street

Moberly, MO 65270-1551

(660) 263-4420

(660) 263-9398 (fax)

For Office Use Only

Case ID.: _____

Date Advertised: _____

Date Notices Sent: _____

Public Hearing Date: _____

APPLICANT INFORMATION:

Applicant: Charles JohnstonPhone: 573 286-1870Address: 308 S 6th StZip: 65270Owner: Charles Johnston

Phone: _____

Address: 801 Myra StZip: 65270

PROPERTY INFORMATION:

Street Address or General Location of Property: 801 Myra (Include Rezoning)Property is Located In (Legal Description): Sec 35 Township 54 Range 14Present Zoning B-2Requested Zoning: R-2Acreage: .3Present Use of Property: VacantCharacter of the Neighborhood: Vacant lots

CITY OF MOBERLY, MISSOURI - PROCEDURES MANUAL

Article 10 - Planned Development Procedure

SURROUNDING LAND USE AND ZONING:

	<u>Land Use</u>	<u>Zoning</u>
North	<u>Residential Home</u>	<u>B-2 (non conforming)</u>
South	<u>Residential Home (Double lot)</u>	<u>R-2</u>
East	<u>Vacant lots (8)</u>	<u>B-2</u>
West	<u>Vacant lots</u>	<u>R-2 / B-2</u>

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would the proposed change create a small, isolated district unrelated to surrounding districts? Yes _____ No ✓

If yes, explain: _____

2. Are there substantial reasons why the property cannot be used in accordance with existing zoning? Yes _____ No X

If yes, explain: _____

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Is the proposed change consistent with the goals, objectives and policies set forth in the Comprehensive Plan?

Yes _____ No X

2. Is the proposed change consistent with the Future Land Use Map?

Yes _____ No X

TRAFFIC CONDITIONS:

1. Identify the street(s) with access to the property: Myra, Burkholder

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

Article 10 – Planned Development Procedure

2. Identify the classification of those street(s) as Arterial, Collector or Local and each Right-of-Way width:

Street Name	Classification	Right-of-Way Width
Myra	Local	60'
Burkholder	Local	60'

3. Will turning movements caused by the proposed use create an undue traffic hazard?
Yes _____ No X

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

- | | | |
|--|-----------|-------------|
| 1. Appropriately Sized Lots? | Yes _____ | No <u>X</u> |
| 2. Properly Sized Street Right-of-Way? | Yes _____ | No <u>x</u> |
| 3. Drainage Easements? | Yes _____ | No <u>x</u> |
| 4. Utility Easements: | | |
| Electricity? | Yes _____ | No <u>x</u> |
| Gas? | Yes _____ | No <u>y</u> |
| Sewers? | Yes _____ | No <u>y</u> |
| Water? | Yes _____ | No <u>y</u> |

5. Additional Comments: _____

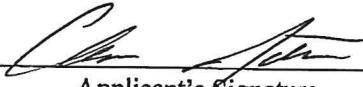
UNIQUE CHARACTERISTICS OF PROPERTY AND ADDITIONAL COMMENTS:

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

- One copy of a legal description of the property proposed to be rezoned.
- One copy of a statement describing the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Moberly.
- A list of property owners within 185 feet of the property.

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL***Article 10 – Planned Development Procedure***

4. If the proposed zoning requires a conditional use permit, the rezoning application shall be accompanied by a use permit application defining the specifically requested use or list of uses.



Applicant's Signature

6-22
Date

Thomas Smith
Jeff & Lara Lawrence
Josh Couture
Deeanne Griffin — 810 Sturgeon St.
Sterling Kitchen
Andrea Schnick
Philip Myers
Ron Bedford

Requesting the rezoning of 801 Myra from B-~~2~~ to R-2 to build a private storage facility with the intended purpose of warehousing building materials. The property is currently a vacant lot surrounded by vacant lots adjacent to the rail yard. With the availability of materials being uncertain, lead times being calculated in months, and the volatility of prices, being able to affordably warehouse materials would keep me more competitive with others in the trades.

**CITY OF MOBERLY, MISSOURI
RE-ZONING PERMIT
REASONS FOR DETERMINATION**

Submit Questions To:

Zoning Administrator
City of Moberly
101 West Reed Street
Moberly, MO 65270-1551
(660) 263-4420
(660) 263-9398 (fax)

For Office Use Only:Date of Action: July 25, 2022Action: APPROVAL

ON JULY 25, 20 22, THE CITY OF MOBERLY PLANNING AND ZONING COMMISSION AT ITS REGULAR MEETING, RECOMMENDED APPROVAL (ACTION: APPROVAL, CONDITIONAL APPROVAL, DENIAL) OF A RE-ZONING REQUEST FROM A(N) B-2H TO A (N) R-2 (ZONE) TO BE LOCATED AT 801 MYRA STREET, MOBERLY, MISSOURI. (ADDRESS OR LOCATION).

THE CITY COUNCIL WILL CONSIDER THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AT THE AUGUST 1, 20 22 MEETING OF THE MOBERLY CITY COUNCIL.

IN RECOMMENDING APPROVAL (ACTION) OF THIS RE-ZONING REQUEST, THE PLANNING AND ZONING COMMISSION CONSIDERED ALL STANDARDS LISTED IN THE ZONING REGULATION, AND ALL OTHER CONDITIONS LISTED FOR THAT USE IN OTHER SECTIONS OF THESE REGULATIONS. IN ADDITION, THE PLANNING AND ZONING COMMISSION FOUND THAT THE PROPOSED USE DID (DID/DID NOT) PROVIDE SAFEGUARDS TO ASSURE ITS COMPATIBILITY WITH THE SURROUNDING AREA.

CONDITIONS (IF ANY): _____


CHAIRPERSON

ZONING ADMINISTRATOR

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #7.

Department: Comm. Dev.

Date: August 1, 2022

Agenda Item: An application for a re-zoning and minor subdivision development plan submitted by JAD Properties LLC for the property located on North Buchanan and surrounding 807 W Hwy 24. This location is currently zoned B-3 (General Commercial District) on the south side and M-1 (Industrial district) on the north side).

Summary: The proposed site is located along North Buchanan and also along W Highway 24. The north half of the proposed Minor Subdivision is currently zoned M-1 (Industrial District). The south half of the proposed Minor Subdivision is currently zoned B-3 (General Commercial District). Based on the proposed lot layout of the proposed Minor Subdivision, it is necessary to align all lots with the same zoning. The developer has decided that B-3 (General Commercial District) is the most in agreement with the future land use map in that area. The current proposed subdivision has water access to the south on the south side of Highway 24 as well as along N Buchanan St. The lots also all have sewer access as shown on the survey provided. All lots are currently drawn with direct access to streets or highways and will not require any special easements for access other than the existing water and sewer installations to the existing buildings.

The proposed minor subdivision meets the requirements for the B-3 (General Commercial District) zoning regulations with respect to the size of the lots and layout to be able to meet the setback demands on the lots.

The Planning & Zoning Commission recommended approval for the request of the rezoning and the minor subdivision.

Recommended Action: Direct Staff to bring forward to the August 15, 2022 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 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___ **Kyser**

M___ S___ **Lucas**

Passed Failed

City of *Moberly!*

Memorandum

To: *Planning and Zoning Commission*

From: *Planning Staff*

Subject: *Agenda item 5, Re-zoning and Minor Subdivision Plat Application*

Meeting: *July 25, 2022*

Public Hearing to consider:

Notice of a public hearing for a re-zoning and minor subdivision development plan submitted by JAD Properties LLC for the property located on North Buchanan and surrounding 807 W Hwy 24. This location is currently zoned B-3 (General Commercial District) on the south side and M-1 (Industrial district) on the north side.

Comments:

The proposed site is located along North Buchanan and also along W Highway 24. The north half of the proposed Minor Subdivision is currently zoned M-1 (Industrial District). The south half of the proposed Minor Subdivision is currently zoned B-3 (General Commercial District). Based on the proposed lot layout of the proposed Minor Subdivision, it is necessary to align all lots with the same zoning. The developer has decided that B-3 (General Commercial District) is the most in agreement with the future land use map in that area. The current proposed subdivision has water access to the south on the south side of Highway 24 as well as along N Buchanan St. The lots also all have sewer access as shown on the survey provided. All lots are currently drawn with direct access to streets or highways and will not require any special easements for access other than the existing water and sewer installations to the existing buildings.

The proposed minor subdivision meets the requirements for the B-3 (General Commercial District) zoning regulations with respect to the size of the lots and layout to be able to meet the setback demands on the lots.

City staff:

The re-zoning of the property presented to the Planning and Zoning Commission and the surrounding properties agree with the future land use map and can meet the demands of the zoning code adopted by the City of Moberly. The City of Moberly Staff recommends acceptance of the proposed re-zoning and Minor Subdivision Final Plat.

A Re-zoning approved by Planning & Zoning Commission will require the additional approval of the City Council.

A Minor Subdivision Final Plat approved by Planning & Zoning Commission will require the additional approval of the City Council.

Respectfully Submitted
Aaron Decker

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

Article 10 – Planned Development Procedure

CITY OF MOBERLY, MISSOURI
REZONING APPLICATIONReturn Form to:

Community Development Director
City of Moberly
101 West Reed Street
Moberly, MO 65270-1551
(660) 263-4420
(660) 263-9398 (fax)

For Office Use Only

Case ID.: _____
Date Advertised: _____
Date Notices Sent: _____
Public Hearing Date: _____

APPLICANT INFORMATION:

Applicant: <u>JAD PROPERTIES, LLC</u>	Phone: <u>660-263-2022</u>
Address: <u>P.O. BOX 101 MOBERLY, MO. 65270</u>	Zip: <u>65270</u>
Owner: <u>DAVIN MONBLER</u>	Phone: <u>660-263-2022</u>
Address: <u>P.O. BOX 101 MOBERLY, MO. 65270</u>	Zip: <u>65270</u>

PROPERTY INFORMATION:

Street Address or General Location of Property: VACANT LOT ON NORTH BUCKANON NORTH OF 807
Property is Located In (Legal Description): _____ W. Hwy 24

Present Zoning M-1 Requested Zoning: B3 Acreage: _____

Present Use of Property: VACANT

Character of the Neighborhood: Business Commercial

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

Article 10 – Planned Development Procedure

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	<u>Tire shop/Sheltered workshop</u>	<u>M-1</u>
South	<u>Plumb Supply/white box</u>	<u>B-3</u>
East	<u>Vacant</u>	<u>B-3</u>
West	<u>Vacant</u>	<u>B-3</u>

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would the proposed change create a small, isolated district unrelated to surrounding districts? Yes _____ No X

If yes, explain: _____

2. Are there substantial reasons why the property cannot be used in accordance with existing zoning? Yes X No ~~_____~~

If yes, explain: The Minor Subdivision Needed to be all one zoning

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Is the proposed change consistent with the goals, objectives and policies set forth in the Comprehensive Plan?

Yes X No _____

2. Is the proposed change consistent with the Future Land Use Map?

Yes X No _____

TRAFFIC CONDITIONS:

1. Identify the street(s) with access to the property: N. Buchanan St.

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

Article 10 – Planned Development Procedure

2. Identify the classification of those street(s) as Arterial, Collector or Local and each Right-of-Way width:

Street Name	Classification	Right-of-Way Width
N. Buchanan St.	Collector	60'

3. Will turning movements caused by the proposed use create an undue traffic hazard?
Yes _____ No X

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

- | | | |
|--|--------------|-------------|
| 1. Appropriately Sized Lots? | Yes <u>X</u> | No _____ |
| 2. Properly Sized Street Right-of-Way? | Yes _____ | No <u>X</u> |
| 3. Drainage Easements? | Yes _____ | No <u>X</u> |
| 4. Utility Easements: | | |
| Electricity? | Yes _____ | No <u>X</u> |
| Gas? | Yes _____ | No <u>X</u> |
| Sewers? | Yes _____ | No <u>X</u> |
| Water? | Yes _____ | No <u>X</u> |

5. Additional Comments: Minor Subdivision to follow when aligned with vacant land to south.

UNIQUE CHARACTERISTICS OF PROPERTY AND ADDITIONAL COMMENTS:

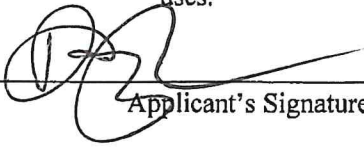
THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

- One copy of a legal description of the property proposed to be rezoned.
- One copy of a statement describing the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Moberly.
- A list of property owners within 185 feet of the property.

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

Article 10 – Planned Development Procedure

4. If the proposed zoning requires a conditional use permit, the rezoning application shall be accompanied by a use permit application defining the specifically requested use or list of uses.


Applicant's Signature

6/27/22
Date

**CITY OF MOBERLY, MISSOURI
RE-ZONING PERMIT
REASONS FOR DETERMINATION**

Submit Questions To:

Zoning Administrator

City of Moberly

101 West Reed Street

Moberly, MO 65270-1551

(660) 263-4420

(660) 263-9398 (fax)

For Office Use Only:Date of Action: July 25, 2022Action: APPROVAL

ON JULY 25, 20 22, THE CITY OF MOBERLY PLANNING AND ZONING COMMISSION AT ITS REGULAR MEETING, RECOMMENDED APPROVAL (ACTION: APPROVAL, CONDITIONAL APPROVAL, DENIAL) OF A RE-ZONING REQUEST FROM A(N) M-1 TO A (N) B-3 (ZONE) TO BE LOCATED ALONG NORTH BUCHANAN STREET JUST SOUTH OF 811 WEST HIGHWAY 24, MOBERLY, MISSOURI. (ADDRESS OR LOCATION).

THE CITY COUNCIL WILL CONSIDER THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AT THE AUGUST 1, 20 22 MEETING OF THE MOBERLY CITY COUNCIL.

IN RECOMMENDING APPROVAL (ACTION) OF THIS RE-ZONING REQUEST, THE PLANNING AND ZONING COMMISSION CONSIDERED ALL STANDARDS LISTED IN THE ZONING REGULATION, AND ALL OTHER CONDITIONS LISTED FOR THAT USE IN OTHER SECTIONS OF THESE REGULATIONS. IN ADDITION, THE PLANNING AND ZONING COMMISSION FOUND THAT THE PROPOSED USE DID (DID/DID NOT) PROVIDE SAFEGUARDS TO ASSURE ITS COMPATIBILITY WITH THE SURROUNDING AREA.

CONDITIONS (IF ANY): _____


CHAIRPERSON

ZONING ADMINISTRATOR

CITY OF MOBERLY, MISSOURI
PROCEDURES MANUALCITY OF MOBERLY, MISSOURI
PRELIMINARY DEVELOPMENT PLAN APPLICATION

Return Form to:
Zoning Administrator
City of Moberly
101 West Reed Street
Moberly, MO 65270-1551
(660) 263-4420
(660) 263-9398 (Fax)

For Office Use Only

Deposit: _____
Date Advertised: _____
Date Notices Sent: _____
Public Hearing Date: _____

APPLICANT INFORMATION:

Applicant: JAD PROPERTIES, LLC Phone: 660-263-2022
Address: P.O. BOX 101 MOBERLY, MO. Zip: 65270
Owner: DARIN MONBLOT Phone: _____
Address: P.O. BOX 101 MOBERLY Zip: _____

PROPERTY INFORMATION:

Street Address or General Location of Property: 817 W. HWY 24
Property is Located In (Legal Description) (If additional space is needed, please attach on additional sheet):

SEE ATTACHED

Present Zoning B3/M1 Present Use of Property: VACANT

Proposed Use(s) (All uses are permitted in the Planned Development District; however, each use included in a particular "PD" must be specified below as well as on the Preliminary and Final Development Plans).

FUTURE BUSINESS DEVELOPMENT

What is the acreage for each of the following types of use within the Planed Unit Development?

Residential _____ Commercial _____ Industrial NA

**CITY OF MOBERLY, MISSOURI
PROCEDURES MANUAL**

SURROUNDING LAND USE AND ZONING:

	<u>Land Use</u>	<u>Zoning</u>
North	<u>Tire Shop/Sheltered</u>	<u>M-1</u>
South	<u>Auto Sales</u>	<u>B-3</u>
East	<u>Altizer</u>	<u>B-3</u>
West	<u>Business</u>	<u>B-3</u>

RELATIONSHIP TO EXISTING ZONING PATTERN AND NEIGHBORING AREA:

1. Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes _____ No X

If yes, explain: _____

2. Describe how the proposed Planned Development will not have a substantial adverse affect on the neighboring area. NA

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Is the proposed change consistent with the goals, objectives and policies set forth in the Comprehensive Plan? If yes, on a separate sheet of paper please explain how.

Yes X No _____

2. Is the proposed Planned Development consistent with the types of land uses indicated on the Future Land Use Map for the applicable tract of land? If yes, on separate sheet of paper please explain how.

Yes X No _____

TRAFFIC CONDITIONS:

1. Identify the street(s) with access to the property: West Highway 24,
N. Buchanan St.
2. Identify the classification of those street(s) as Arterial, Collector or Local and each Right-of-Way width:

<u>Street Name</u>	<u>Classification</u>	<u>Right-of-Way Width</u>
<u>W. Hwy 24</u>	<u>Arterial</u>	<u>80'</u>
<u>N Buchanan St</u>	<u>Collector</u>	<u>60'</u>

CITY OF MOBERLY, MISSOURI
PROCEDURES MANUAL

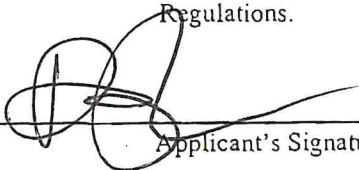
3. Will turning movements caused by the proposed use create an undue traffic hazard?
Yes _____ No X

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENTS:

None

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

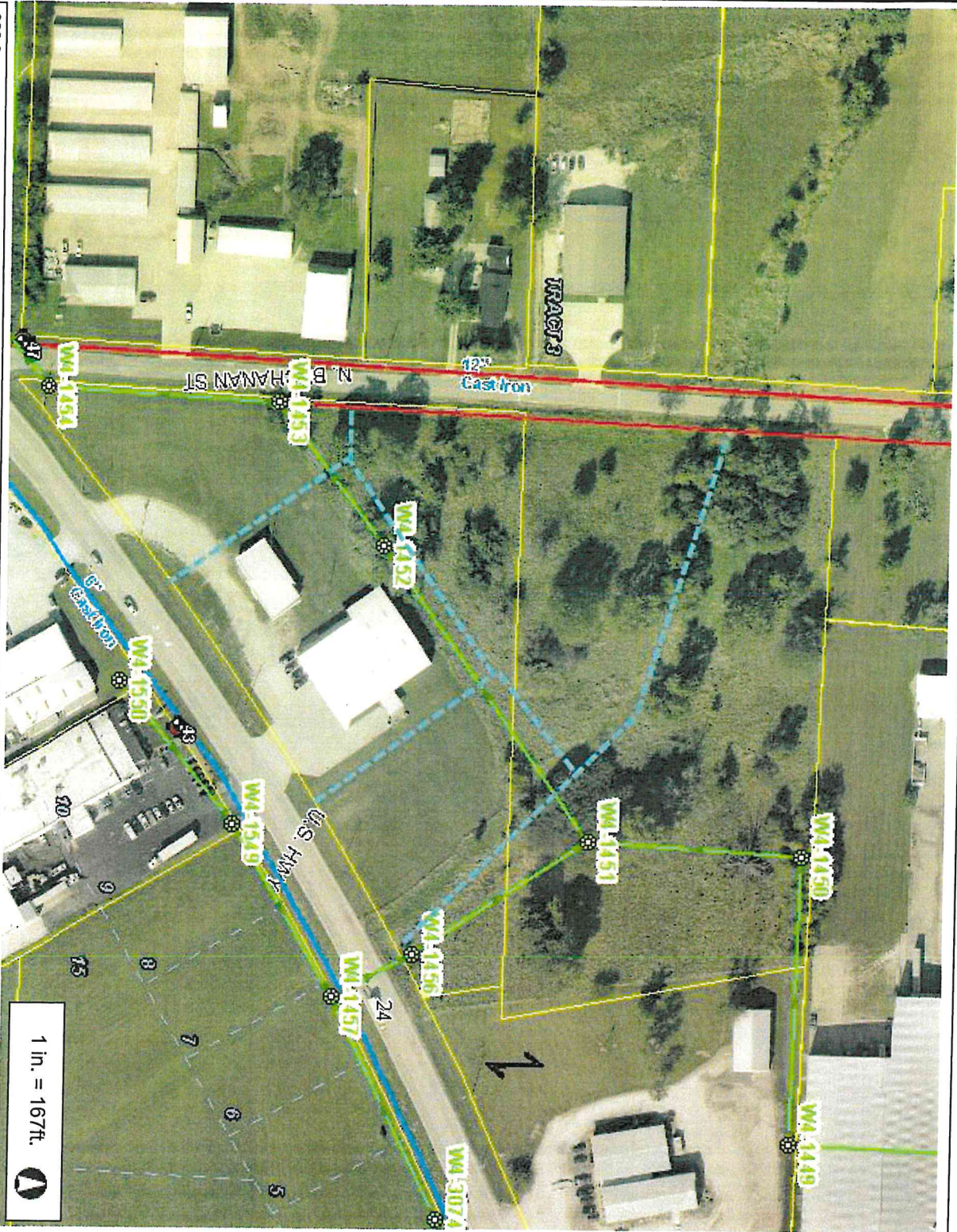
1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Moberly.
3. Certified list of property owners located within:
 - A. 185 feet of the property if the proposed PD is located within the City's municipal boundaries;
 - B. 1,000 feet of the property if the proposed PD is adjacent to the city's corporate limits.
4. Fifteen (15) copies of the preliminary development plan for review and approval by the Planning and Zoning Commission, which said plan shall include the information as specified in the Zoning Regulations.


Applicant's Signature

6/27/22
Date



Moberly, MO



1 in. = 167ft.



Legend

- Sewer Line Investigation Local
- Manhole
- 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
- System Valves
- + Hydrants
- + Water Main Break
- + Network Structure
- + Control Valves
- + Meter
- Water Main By size
- Unknown
- 1"
- 2"

Notes

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

**CITY OF MOBERLY, MISSOURI
FINAL PLAT PERMIT
REASONS FOR DETERMINATION**

Submit Questions To:

Zoning Administrator

City of Moberly

101 West Reed Street

Moberly, MO 65270-1551

(660) 263-4420

(660) 263-9398 (fax)

For Office Use Only:Date of Action: JULY 25, 2022Action: APPROVAL

ON July 25, 2022, THE CITY OF MOBERLY PLANNING AND ZONING COMMISSION AT ITS REGULAR MEETING, RECOMMENDED APPROVAL (ACTION: APPROVAL, DENIAL) OF A REQUEST OF A CERTIFICATE OF SURVEY FOR FINAL PLAT FOR MINOR SUBDIVISION, ALONG NORTH BUCHANAN STREET AND WEST HIGHWAY 24, MOBERLY, MO.

THE CITY COUNCIL WILL CONSIDER THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AT THE AUGUST 1, 2022 MEETING OF THE MOBERLY CITY COUNCIL.

IN RECOMMENDING APPROVAL (ACTION) OF THIS SUBDIVISION REQUEST, THE PLANNING AND ZONING COMMISSION CONSIDERED ALL STANDARDS LISTED IN THE ZONING REGULATION, AND ALL OTHER CONDITIONS LISTED FOR THAT USE IN OTHER SECTIONS OF THESE REGULATIONS.

CONDITIONS (IF ANY): _____


CHAIRPERSON

ZONING ADMINISTRATOR

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #8.

Department: Comm. Dev.

Date: August 1, 2022

Agenda Item: An application for a text amendment submitted by City of Moberly for the text in section 46-140 (Private Storage Buildings). To include additional provisions on shipping containers as storage buildings in residential districts.

Summary: With the increased demand for residential storage buildings in recent years, it is important to protect the integrity of residential neighborhoods with respect to the type of buildings allowed to include accessory structures. The recommended text addition to section 46-140 will regulate and apply standards to the use of storage shipping containers in residential neighborhoods for the purpose of accessory structures.

The Planning & Zoning Commission recommended approval for the request of this text amendment.

Recommended Action: Direct Staff to bring forward to the August 15, 2022 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 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___ Kyser

M___ S___ Lucas

Passed Failed

City of *Moberly!*

Memorandum

To: *Planning and Zoning Commission*

From: *Planning Staff*

Subject: *Agenda item 6, Text Amendment to Private Storage Buildings (46-140)*

Meeting: *July 25, 2022*

Public Hearing to consider:

Notice of a public hearing for a text amendment submitted by City of Moberly for the text in section 46-140 (Private Storage Buildings). To include additional provisions on shipping containers and storage buildings in residential districts.

Comments:

With the increased demand for residential storage buildings in recent years and the anticipation for the direction that the economy could develop, it is necessary to protect the integrity of residential neighborhoods with respect to the type of buildings allowed to include accessory structures. The recommended text addition to section 46-140 will prevent the use of storage shipping containers in residential neighborhoods for the purpose of accessory structures.

City staff:

City Staff recommends the addition of the additional text to section 46-140 with respect to Residential Private Storage Buildings and Accessory structures.

A text amendment by Planning & Zoning Commission **will require the additional approval of the City Council.**

Respectfully Submitted
Aaron Decker

**CITY OF MOBERLY, MISSOURI
ZONING & SUBDIVISION TEXT AMENDMENT APPLICATION**

Return Form to:

Zoning Administrator
City of Moberly
101 West Reed Street
Moberly, MO 65270-1551
(660) 263-4420
(660) 263-9398 (fax)

For Office Use Only:

Filing Fee: _____
Date Advertised: _____
Date Notices Sent _____
Public Hearing Date: _____

APPLICANT INFORMATION:

Applicant: City of Moberly Phone: 268-7642
Address: 101 W Reed St Zip: 65270
Owner: _____ Phone: _____
Address: _____ Zip: _____

TEXT AMENDMENT PROPOSED:

Amendment Proposed to (Check One):

☒ City Zoning Regulations _____ City Subdivision Regulations
_____ Growth Area Subdivision Regulations

Section to Be Amended:

Article III Section 46-140

Present Text: 46-140 Private Storage buildings are allowed in all residential zones as an accessory to the primary residential structure. A private storage building shall be permitted as a primary use in an R-2, or R-3 district where they adjoin a commercial or industrial property or zone. As a primary structure in the R-2 or R-3 district, there can be no outside storage around the structure and no business may be conducted in these structures.

Proposed Text: 46-140

Add the Following: Private Storage buildings in the Residential districts are prohibited from using shipping containers as a structure.

Reason for Amendment: To include additional provisions on shipping containers in Residential zones.

Attach additional sheets as needed.

IMPACT OF AMENDMENT:

Does the amendment add language to the Regulations?

Yes XNo

Does the amendment supplement an existing section?

Yes No X

Does the amendment modify an existing section?

Yes XNo

Does the amendment repeal a section?

Yes No X
Applicant's Signature6-27-2022
Date

**CITY OF MOBERLY, MISSOURI
ZONING & SUBDIVISION TEXT AMENDMENT PERMIT
REASONS FOR DETERMINATION**

Submit Questions To:

Zoning Administrator
City of Moberly
101 West Reed Street
Moberly, MO 65270-1551
(660) 263-4420
(660) 263-9398 (fax)

For Office Use Only:Date of Action: JULY 25, 2022Action: APPROVAL

ON JULY 25, 20 22, THE CITY OF MOBERLY PLANNING AND ZONING COMMISSION AT ITS REGULAR MEETING, RECOMMENDED APPROVAL (ACTION: APPROVAL, DENIAL) OF A TEXT AMENDMENT REQUEST MODIFIED FROM A(N) FORMER TEXT OF PRIVATE STORAGE BUILDINGS TO A (N) PRESENT TEXT OF PREVENT SHIPPING CONTAINERS TO BE USED AS ACCESSORY STRUCTURES IN RESIDENTIAL NEIGHBORHOODS.

THE CITY COUNCIL WILL CONSIDER THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AT THE AUGUST 1, 2022 MEETING OF THE MOBERLY CITY COUNCIL.

IN RECOMMENDING APPROVAL (ACTION) OF THIS ZONING & SUBDIVISION TEXT AMENDMENT REQUEST, THE PLANNING AND ZONING COMMISSION CONSIDERED ALL STANDARDS LISTED IN THE ZONING REGULATION, AND ALL OTHER CONDITIONS LISTED FOR THAT USE IN OTHER SECTIONS OF THESE REGULATIONS.

CONDITIONS (IF ANY): _____


CHAIRPERSON

ZONING ADMINISTRATOR

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: Police
Date: August 1, 2022

Agenda Item: A Request From VFW To Hold Their Annual Veterans Day Parade on November 12, 2022.

Summary: VFW Post 2654 requests permission to hold the 2022 Veterans Day Parade on November 12, 2022. Parade starts at 1:00 pm. Parade line up will be in the 600 block of Adams and west down the seven and eight hundred blocks of W Reed. Parade starts at Adams and Johnson Street, travels east onto W Reed to Clark Street, south on Clark Street and disbands in the 100 block of N Clark Street. VFW expects 84-94 units in the parade and 10-15 volunteers to help. VFW requests law enforcement to lead the parade and provide traffic assistance at intersections. Contact person is VFW Commander Chris Wertz, 660-651-3869.

Recommended Action Direct staff to bring to the August 15, 2022 Council meeting for final approval.

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___ **Kyser** _____

M___ S___ **Lucas** _____

Passed Failed

Submit completed form with
any attachments to:
Moberly Police Department
ATTN: Chief of Police

APPLICATION FOR PARADE PERMIT
City of Moberly, Missouri

Date: 7-12-2022

1. Organization/Agency requesting permit: VFW Post 2654

2. Name of Person making Application: Chris Wertz - Commander

Contact Person: Chris Wertz Phone: 660-651-3864

Address: 1347 S. Morley St. Moberly, MO 65270

3. Date of Parade: Nov. 13, 2022 Start Time: 1pm

4. Staging Area: Adams street next to Post office then W. Reed-
starting behind post office - west to College Ave.

5. Approximate Number of Units Participating in Parade:

A. Bands 30 D. Foot Units 6

B. Motorized Units 70-80 E. Animal Units unk.

C. Floats Maybe 5 F. Others unk.

Total Number of Units: 84-94

6. Parade Route and ending point: Start at Johnson & Reed St. east
on Reed St. to Clark St. (south-right) on Clark St.
& disband.

7. Will organization or parade participants be dispersing any items during the parade? Yes ☒ No ☐ If yes, what? May give out small flags &/or
Buddy Poppers

8. Will organization or agency furnish personnel to assist the police with security or traffic along the parade route? Yes ☒ No ☐ If so, how many? 10-15 Hopefully

9. Have read and agree to the rules outlined in the parade permit. Yes ☒ No ☐

10. Signature of Applicant: [Signature]

11. Approved: [Signature] Disapproved

12. By authority of: [Signature] Date 071522
(Chief of Police)

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #10.

Department: Administration

Date: August 1, 2022

Agenda Item: A Resolution Approving A Lease Agreement With Marine Toys For Tots Foundation For Property Located At 218 W Reed Street And Authorizing The City Manager To Execute The Lease.

Summary: Toys for Tots has requested the use of 218 W. Reed for their 2022 collection, and distribution, campaign. They have agreed to enter into a lease with the city beginning October 1, 2022 through December 31, 2022. The lease agreement presented sets forth the rights and liabilities of the participating parties. Toys for Tots is agreeable to paying \$1 for each month the unit is rented.

Recommended Action Direct staff to bring to the August 15th Council meeting for final approval.

Fund Name:

Account Number:

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___ Kyser

M___ S___ Lucas

Passed

Failed

OFFICE LEASE
CITY OF MOBERLY, MISSOURI
218 WEST REED STREET

THIS LEASE is made this ____ day of _____, 2022, between the City of Moberly, Missouri, (hereinafter "City") a municipal corporation and Marine Toys for Tots Foundation (hereinafter "Lessee").

RECITALS

- A. City is a Third-Class statutory city duly organized and validly existing under the laws of the state of Missouri with the power to conduct municipal business pursuant to Missouri law and the Ordinances duly enacted by the Moberly City Council.
- B. City is the owner of various downtown retail buildings which are available to local businesses to rent.
- C. City leases office space in a building at 218 W Reed Street and desires to lease said space to Lessee.
- D. Lessee is desirous of operating a charitable holiday fundraising venture.

AGREEMENT

SECTION 1. RECITALS

The above stated Recitals are true and correct and are incorporated herein and made a part of this Lease agreement (hereinafter "Agreement").

SECTION 2. PREMISES

City hereby leases to Lessee, and Lessee hereby leases from City, the office space located at 218 W. Reed Street, Moberly, Missouri 65270 (hereinafter the "Premises"). Lessee accepts the Premises "As Is," subject to all applicable municipal, state and federal laws, ordinances, regulations and policies governing and regulating the use of the Premises, and any covenants or restrictions of record. Lessee acknowledges that City has made no representations or warranties as to the physical state of the Premises, or any suitability of the Premises.

2.1 Waiver. Lessee hereby waives any claims for damages for any injury or inconvenience or interference with Lessee's use and occupancy of the Premises, any loss of occupancy or quiet enjoyment of the Premises or any other loss occasioned by City's exercise of its rights under this Agreement or by the City's actions taken for management and protection of the City's property resources and visitors.

2.2 Ownership of Premises. This Agreement does not vest in Lessee any fee interest in the Premises. Title to the Premises at all times is with and shall remain solely with City.

SECTION 3. TERM

3.1 The term of the lease shall be from October 1, 2022 to December 31, 2022.

3.2 Renewal. This lease shall not be automatically renewed.

3.3 Abandonment. Lessee shall occupy the Premises during the entire Lease Term, as described herein. If it fails to do so, Lessee may be determined as in default for abandoning the Premises.

SECTION 4. RENTAL AMOUNT

4.1 Monthly. Lessee shall pay One Dollar each month during the term of this lease.

SECTION 5. LESSEE'S PERMITTED USE AND ACTIVITY

5.1 Use. Lessee may utilize the Premises only for the purposes necessary to conduct its usual business operations. Lessee intends to operate a charitable fundraising venture.

5.2 Access and Key. Lessee shall be issued a key. Lessee shall be charged \$20 to replace a door key.

5.3 Alterations. Lessee shall not make any alterations of any nature to the Premises without the written permission of the City.

SECTION 6. CITY'S OBLIGATIONS

6.1 City Inspection. City shall, at all reasonable times, have the full and unrestricted right to enter the Premises for the purpose of inspecting the leased area, for maintenance and to determine compliance with the terms of this Agreement.

6.2 Maintenance. City agrees to maintain the leased Premises in the same condition as when leased, ordinary wear and tear excepted, during the term of this Agreement.

6.3 Trash Disposal. Lessee shall be responsible for set up and payment of trash service.

6.4 Utilities. Lessee shall be responsible for set up and payment of all utilities used at the premises including internet or phone service.

SECTION 7. ASSIGNMENT

7.1 Lessee shall not assign, hypothecate, or in any manner transfer any interest in this Agreement to any person or entity directly or indirectly, by operation of law or otherwise, without first securing City's express written approval of such transfer.

SECTION 8. LIABILITY

8.1 To the extent governed by applicable state law, each party will be responsible for its own acts and results arising from those actions, and shall not be responsible for the acts of the other party and results arising from those actions.

8.2 Each party agrees, to the extent allowed by law, that it will assume all risk and liability to itself and its agents and employees for any cause of action resulting from any operations or conduct of its agents or employees under this Agreement. Each party's liabilities shall be governed by applicable state law.

8.3 Lessee agrees to indemnify and hold the city harmless for any claim, causes of action, or judgement resulting from Lessee's use of the property or injury or damage to any third party.

SECTION 9. INSURANCE

9.1 Lessor. Lessee agrees to maintain Commercial General Liability coverage for the structure in an amount not less than \$1,000,000 per occurrence.

9.2 Lessee. Lessee shall be responsible for maintaining renter's insurance or business interruption coverage, if desired.

9.3 Immunities. The parties hereto understand and agree that City is relying on and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other applicable sovereign, governmental, or official immunities and protections provided by the state of Missouri, from time to time as amended, or otherwise available to City, or its elected officials or employees.

SECTION 10. DAMAGE OR DESTRUCTION

If the Premises or any portion thereof are damaged or destroyed at any time during the lease term, the City, as promptly as reasonably practicable and with all due diligence, shall repair or replace the damaged or destroyed Premises to the condition that existed prior to the damage or destruction and the Lessee's rent obligation during that time shall be abated. Or the City may terminate this Agreement without liability and the Lessee's rental obligation shall terminate.

SECTION 11. DEFAULTS

The occurrence of any one or more of the following events shall constitute a material default and breach of this lease Agreement by Lessee:

- A. The failure by Lessee to make any payment of Rent; or any other payment required to be made by Lessee hereunder, as and when due, where such failure shall continue for a period of ten (10) calendar days after written notice from City to Lessee.
- B. The failure by Lessee to comply with Section 5.3 of this Agreement.
- C. An unapproved or unauthorized transfer of any interest acquired under this Agreement.
- D. The occurrence of any other event described as constituting an "Event of Default" elsewhere in this Agreement.

- E. The discovery by City that any material information provided by Lessee related to this Agreement is materially false.

SECTION 12. REMEDIES

In the event of any material default or breach by Lessee, City may at any time thereafter, with or without notice or demand and without limiting City in the exercise of any right or remedy which City may have by reason of such default or breach, avail itself of the following remedies, which are cumulative and not exclusive:

- A. City may recover possession of the leased Premises by any lawful means available to it, including self-entry, in which case this lease Agreement shall terminate immediately and Lessee shall immediately remove all personal property from the Premises. If, after thirty days' notice in writing, Lessee shall fail to remove personal property City may remove such property to another location with Lessee assuming any risk of loss or damage to such property.

SECTION 13. TERMINATION

This lease Agreement is terminable with or without cause by either party upon thirty (30) calendar days written notice setting forth a date of termination of the Agreement. Upon notice of termination, Lessee shall be obligated to pay immediately any Rent, obligations or other fees due and owing to City. By the date given for termination, Lessee shall vacate the Premises and immediately remove all personal property.

If Lessee fails to vacate the Premises or fails to remove all personal property from the Premises, City may enter and recover possession. City may also, at its election, dispose of any remaining personal property and charge all costs associated with such disposal to Lessee. City shall deem any personal property remaining on the Premises as having been abandoned by Lessee.

SECTION 14. NOTICES

All notices, demands, requests or approvals to be given under this lease Agreement shall be given in writing and shall be by hand delivery, overnight mail service, registered or certified mail, or regular first-class mail. All notices, demands, requests or approvals from Lessee to City shall be addressed to:

Brian Crane
City Manager
101 West Reed Street
Moberly, MO 65270

All notices, demands, requests or approvals from City to Lessee shall be addressed to:

SECTION 15. MUNICIPAL AUTHORITY

City may only act through its City Council to approve this Agreement therefore execution of this Agreement is contingent upon approval by the Moberly City Council.

SECTION 16. GOVERNING LAW

This lease Agreement has been made and shall be construed and interpreted in accordance with the laws of the State of Missouri. Venue may be appropriate in the Randolph County Circuit Court.

SECTION 17. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

Lessee agrees to comply with Missouri Revised Statute Section 285.530 in that Lessee shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

SECTION 18. PUBLIC RECORDS ACT

City is subject to the Missouri Sunshine Law. The Parties agree that this Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law.

SECTION 19. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Parties relative to the lease. All previous or contemporaneous contracts, representations, promises and conditions relating to the lease are superseded.

SECTION 15. COUNTERPARTS

This lease Agreement may be executed in several counterparts, each of which is an original, and all of which together constitute but one and the same document.

SECTION 16. NO PROMISE OF FUNDING

Other than as specifically set forth herein, this Agreement is not an obligation or commitment of funds, nor a basis for transfer of funds. Each party shall bear its own costs in relation to this Agreement. Expenditures by each party will be subject to applicable budgetary processes and to availability of funds pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that this in no way implies that any appropriation, tender, or allocation of funds for such expenditures.

IN WITNESS WHEREOF, the parties have executed this lease Agreement on the date set forth above.

APPROVED AS TO FORM:

CITY OF MOBERLY, MISSOURI

Randall D. Thompson
City Attorney

By:

Brian Crane
City Administrator

ATTEST:

City Clerk

LESSEE


Marine Toys for Tots Foundation

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: Police
Date: August 1, 2022

Agenda Item: An Ordinance Establishing The Annual Tax For The Imposition Of A 9-1-1 Tax For The Emergency Telephone Services Heretofore Imposed By Ordinance No. 6948 Passed And Adopted May 2, 1994.

Summary: Each year the annual 911 tax for the City of Moberly requires review and renewal. After review of the financial reports, its recommended the 911 tariff remain at fourteen and one half percent (14.5%)

Recommended Action: Direct Staff to bring to the August 15th Council meeting for final approval.

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___ **Kyser** _____

M___ S___ **Lucas** _____

Passed Failed

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE ANNUAL TAX FOR THE IMPOSITION OF A 9-1-1 TAX FOR THE EMERGENCY TELEPHONE SERVICES HERETOFORE IMPOSED BY ORDINANCE NO. 6948 PASSED AND ADOPTED MAY 2, 1994.

WHEREAS: RsMO 190.310 (3) requires at least once each calendar year, the City Council establish a tax rate, not to exceed the amount authorized, that together with any surplus revenues carried forward will produce sufficient revenue to fund the expenditures authorized by Section 190.300-190.320 RsMO; and

WHEREAS: the City Council did on May 2, 1994 adopted Ordinance No. 6948 imposing a 9-1-1 tax commencing July 1, 1994 and did further require annual review no later than September 1, to establish a new tax rate; and

WHEREAS: the City did review said tax rate to determine necessary revenues to fund the expenditures for the next year; and

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

SECTION ONE: That the emergency telephone tax rate is reaffirmed in the amount of fourteen and half percent (14.5%) of the tariffed local service rate as defined by RsMO 190.300.

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

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 15th day of August 2022.

Presiding Officer at Meeting

ATTEST:

City Clerk

City of Moberly

City Council Agenda Summary

Agenda Number: _____
 Department: Finance
 Date: August 1, 2022

WS #12.

Agenda Item: Receipt of bids for Information Technology Administrator services.

Summary: The City has utilized Fusion Technology for Information Technology (IT) administration services since 2012 for all facilities except the Police Department. Due to the election of owner Brandon Lucas to the Moberly City Council in April 2022 plus the expiration of the current Fusion contract 9/1/2022, state law requires that these services be placed for bid. The City Attorney recommends that these services be rebid annually while Mr. Lucas remains on the City Council.

Bids for a one-year term of service were advertised in the Moberly Monitor-Index, posted on the City website and Facebook page, and directly solicited from 5 IT firms. 4 proposals were received, and a tabulation of them is attached for your review. Additionally, an analysis of the two lowest bids is presented to bring these two vendors to comparable levels.

Recommended Action: Direct staff to prepare a resolution to accept the low bid.

Fund Name: General Fund.

Account Number: 100.013.5403, Data Processing.

Available Budget : \$38,700

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___ Kyser ___ ___

M___ S___ Lucas ___ ___

Passed Failed

City of Moberly - IT Administrator Bids - Annual Cost Basis
7/27/2022 10:00 AM

Bidder	All Facilities Except PD	Data backup	24/7 support	Antivirus	Office 365 & Exchange	Comments
Computerized Business Systems	\$ 50,000	Software no cost, City pays storage cost	Included	Not included	Not included	Software & hardware purchases are cost + sales tax + 8%; City must purchase a disaster recovery server to be stored offsite; Special projects billed at \$80-\$125 per hour; Additional computers above 65 add one-time charge of \$2,500 per 10 units
Fusion Technology	\$ 42,169	Included	Included	Not included	Not included	Emergency backup server hardware is provided at no extra cost; City must provide Fusion opportunity to bid on equipment, software, and services
Marco	\$ 106,800	Included	Included	Not included	Not included	3-year contract required plus \$17,000 onboarding fee first year
Midwest Computech	\$ 52,234	Included, up to 3 TB	Monitor only	Included	Not included	All help desk service requests and on-site service is billed at \$125 per hour.

City of Moberly IT Administration Service Bid Analysis Fusion Technology and Midwest Computech		
<i>Description</i>	<i>Fusion Technology</i>	<i>Midwest Computech</i>
Basic maintenance & administration services (includes monitoring, administration, & maintenance of server, workstations, & all network equipment; server data backup services, no data backup for remote facilities; Office 365 management; firewall administration)	\$ 37,500.00	
BitDefender anti-virus	\$ 2,928.00	
Watchguard MultiFactor Authentication software, 100 users	\$ 1,741.00	
Basic maintenance & administration services (includes monitoring, administration, maintenance, & Sophos antivirus with InterceptX for server & workstations; server data backup services; data backup services for remote facilities; Office 365 management; two-factor authentication for user logins)		\$ 30,720.00
TruCloud firewall & administration		\$ 5,100.00
Onboarding & configuration of services		\$ 1,600.00
Network switch management		\$ 345.00
Wireless access point management		\$ 69.00
Unlimited remote support fee, \$20 per user per month x 60 users		\$ 14,400.00
ANNUAL COST	\$ 42,169.00	\$ 52,234.00

Alternative to unlimited remote support fee

Estimated annual service call hours, 175 @ \$125 per hour		\$ 21,875.00
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City of Moberly City Council Agenda Summary

Agenda Number: _____

WS #13.

Department: Finance

Date: August 1, 2022

Agenda Item: Receipt Of Bids For Lease-Purchase Financing For A 2022 International HV507 Tandem Axle And A 2022 International HV507 Single Axle Dump Truck.

Summary: The Public Works Department ordered and took delivery of two International HV507 dump trucks in June of 2022. Bids for a 3-year lease-purchase financing term were solicited on July 15th, 2022.

Replies were received from five banks: Central Bank, Commerce Bank, County Bank, First State Community Bank and Regional Missouri Bank. A tabulation of which is included here. County Bank submitted the low bid of 2.90% for three years. Staff recommends accepting this bid. Annual payments will be made in arrears from the Street Improvement Fund.

Recommended

Action: Accept the bids.

Fund Name: General Fund

Account Number: 601.000.5502, Capital Improvement Plan

Available Budget \$: 134,485.50

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___ **Kyser**

M___ S___ **Lucas**

Passed

Failed

City of Moberly 2022 International HV507 Tandem Axle & 2022 International HV507 Single Axle Lease-Purchase Financing Bids 3-Year Term (\$322,702 Financed)				
Bidder	Bid	Annual Payment	Other Expenses	Comments
County Bank	2.90%	\$ 113,871.60	\$ -	
Commerce Bank (Clayton Holdings)	3.17%	\$ 114,458.18	\$ -	
Central Bank of Moberly	3.36%	\$ 114,985.02	\$ 500.00	Origination fee
First State Community Bank	3.74%	\$ 115,877.10	\$ -	Includes \$120 UCC filing fee
Regional Missouri Bank	4.40%	\$ 117,169.22	\$ -	

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #14.

Department: Finance

Date: August 1, 2022

Agenda Item: Receipt Of Bids For Lease-Purchase Financing For A Solar Pavilion Located At Rothwell Park.

Summary: The Parks and Recreation Department is in the process of building a solar pavilion located at 111 Rothwell Park. The contracted cost of the project is \$446,174. Bids for lease-purchase financing with a maximum annual payment of \$35,376 were solicited on July 15th, 2022.

Replies were received from five banks: Central Bank, Commerce Bank, County Bank, First State Community Bank and Regional Missouri Bank. A tabulation of which is included here. Central Bank submitted the low bid of 3.78% for twenty years. Staff recommends accepting this bid. Annual payments will be made in arrears from the Parks and Recreation Fund.

Recommended Action: Accept the bids.

Fund Name: Parks and Recreation

Account Number: 115.041.5502, Capital Improvement Plan

Available Budget \$: 550,524.30

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___ Kyser

M___ S___ Lucas

Passed Failed

City of Moberly Solar Pavilion Lease-Purchase Financing Bids					
20-year Maximum Term, \$35,376 Maximum Annual Payment (\$446,174 Financed)					
Bidder	Rate	Lease Term	Annual Payment	Other Expenses	Comments
Central Bank of Moberly	3.78%	20 years	\$ 32,353.15	\$ 500.00	Origination Fee
Regional Missouri Bank	4.60%	20 years	\$ 34,598.00	\$ -	
First State Community Bank	4.62%	20 years	\$ 34,869.19	\$ -	Includes \$120 UCC filing fee
County Bank	No Bid				
Commerce Bank (Clayton Holdings)	No Bid				