

**NOTICE OF OPEN MEETING & VOTE TO
CLOSE PART OF THE MEETING**

A G E N D A

COUNCIL MEETING

City of Moberly

City Council Room – Moberly City Hall

101 West Reed Street

September 05, 2023

6:00 PM

AMENDED AGENDA

Posted:

Pledge of Allegiance

Roll Call

Approval of Agenda

Approval of Minutes

1. Approval Of The City Council Meeting Minutes For August 21, and August 23, 2023.

Recognition of Visitors

2. A Presentation From Jason Zamkus, Zamkus & Associates.

Communications, Requests, Informational Items

3. A Request To Hold The 2023 Moberly Homecoming Parade On September 22, 2023, In Downtown Moberly.

Public Hearing and Receipt of Bids

4. Receipt Of Proposal For In-Fill Housing.

5. Receipt Of Bids For A New Spreader For Tandem Axle.

6. Receipt Of Bids For A New Track Loader.

7. Receipt Of Bids For Technology Services For The Police Department.

Consent Agenda

8. A Resolution Authorizing The City Manager To Execute A Paving Extension Agreement With Smartlock Management, LLC, D/B/A Smartlock Self-Storage.

9. A Resolution Accepting The Bid And Authorizing Contracting With Viking-Cives Midwest, Inc., For The Purchase Of A Spreader For A Tandem Axle Dump Truck For Public Works.

10. A Resolution Accepting The Bid And Authorizing Contracting With Martin Equipment For The Purchase Of A Compact Track Loader For Public Works.

11. A Resolution Authorizing The City Manager Of Moberly, Missouri To Execute A Managed Services Agreement With The Tech Shop, LLC To Provide Information Technology Administrative Services To The Moberly Police Department.

12. A Resolution Authorizing Two Mutual Lease Termination Agreements And Approving New Lease Agreements With Titus Chupp And ExcelAir8, LLC For Property Located At Omar N. Bradley Airport And Authorizing The City Manager To Execute The Agreements And Leases.

Ordinances & Resolutions

13. An Ordinance Approving A Cooperation Agreement For Funding Of Placer.AI Services With The Moberly Chamber Of Commerce, Inc., And The Downtown Moberly Community Improvement District.

- [14.](#) An Ordinance Repealing Ordinance #9134 Adopted January 19, 2016, Appointing Brian Crane As City Manager And Appointing Randall Thompson As Interim City Manager Of Moberly, Missouri Effective September 15, 2023.
- [15.](#) An Ordinance Accepting And Approving The Report Of The Director Of Community Development Relative To 425 East Rollins Street Within The City Of Moberly Which Required Nuisance Abatement By The City Of Moberly Pursuant To Article I And Article II Of Chapter 26 Of The Moberly City Code, Certifying The Cost Of Abatement And Directing The City Clerk Pursuant To Section 26-2 And Section 26-6 To Cause A Special Tax Bill To Be Issued Thereon.
- [16.](#) An Ordinance Accepting And Approving The Report Of The Director Of Community Development Relative To 115 Hurley Street Within The City Of Moberly Which Required Nuisance Abatement By The City Of Moberly Pursuant To Article I And Article II Of Chapter 26 Of The Moberly City Code, Certifying The Cost Of Abatement And Directing The City Clerk Pursuant To Section 26-2 And Section 26-6 To Cause A Special Tax Bill To Be Issued Thereon.
- [17.](#) An Ordinance Authorizing Three Cooperative Agreements For Infill Development With R & D Properties, A Missouri Limited Liability Company.
- [18.](#) An Ordinance Approving A Cooperative Agreement For Demolition And Sale Of Real Estate With SSEGT Rentals, LLC.
- [19.](#) 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.
- [20.](#) A Resolution Approving A Telecommunications Service Contract With Socket For The Moberly Police Department.
- [21.](#) A Resolution Recording The Destruction Of Certain Local Government Records.
- [22.](#) A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

Anything Else to Come Before the Council

- [23.](#) Consideration For Approval Of A New Liquor Application.
- [24.](#) Proposals From The Tourism Advisory Commission.
25. Public Comments.

Adjournment

26. Consideration Of A Motion To Adjourn To A Work Session Followed By A Closed Session To Discuss The Status Of Litigation, Personnel And A Negotiated Contract. §(610.021)(1,3,12) RSMo.

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

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#1.

Department: City Clerk

Date: September 5, 2023

Agenda Item: Approval Of The City Council Meeting Minutes For August 21, and August 23, 2023.

Summary: Please find minutes from the last regular meeting on 8/21, and special meeting on 8/23, in the packet for review.

Recommended

Action: Please approve the minutes for the permanent records of the City of Moberly.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Jeffrey**

M___ S___ **Kimmons**

M___ S___ **Kyser**

Passed

Failed



**MINUTES OF THE
CITY OF MOBERLY, MISSOURI
CITY COUNCIL MEETING
August 21, 2023**

The Moberly City Council met in regular session at 6:00 p.m. in the City Hall Council Chambers, 101 West Reed Street, Moberly, MO, with Mayor Brubaker presiding.

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

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

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

A motion was made by Lucas and seconded by Kyser to approve the minutes of the August 7, 2023, Council meeting as presented. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

The following bids were received for a culvert jet flushing machine: **HWC Jettters**, \$8,840.90; **Tool Experts**, \$8,884.00; **DCD**, \$9,495.00. A motion was made by Jeffrey and seconded by Kyser to accept the bids. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

The following bid was received for a concrete roller screed and attachments: **Marshalltown**, \$1,595.33. A motion was made by Kimmons and seconded by Lucas to accept the bid. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

The following bids were received to replace the communication recorder for joint communications: **A&W Communications, Inc**, \$28,095.00; **Wireless USA**, \$15,975.00. A motion was made by Jeffrey and seconded by Kyser to accept the bids. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

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

Bill No. R1508: “A RESOLUTION AUTHORIZING THE PURCHASE OF A CULVERT JET FLUSHING MACHINE FOR THE PUBLIC WORKS DEPARTMENT”

Bill No. R1509: “A RESOLUTION AUTHORIZING THE PURCHASE OF A CONCRETE ROLLER SCREED FOR THE PUBLIC WORKS DEPARTMENT”

Bill No. R1510: “A RESOLUTION ACCEPTING THE BID OF WIRELESSUSA, INC., FOR AN EVENTIDE NEXLOG 740DX BASE RECORDER SYSTEM FOR THE MOBERLY POLICE DEPARTMENT”

Bill No. R1511: “A RESOLUTION AUTHORIZING AND ACCEPTING A CHANGE ORDER TO THE STURGEON AND ROLLINS WATER MAIN CONTRACT WITH WILLIS BROTHERS, INC”

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

Kyser introduced a bill for an ordinance entitled: **“AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT FOR PURCHASE OF A SYNTHETIC ICE RINK WITH THE CITY OF GLADSTONE, MISSOURI”** and moved that the bill be read two times by title for passage. Jeffrey seconded the motion, and upon said motion the vote was as follows: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Jeffrey seconded the motion. The presiding officer, having called for a vote on the motion, the vote was as follows: Roll Call: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Jeffrey introduced a bill for an ordinance entitled: **“AN ORDINANCE APPROVING A SIGN LIGHTING UPDATE REIMBURSEMENT AGREEMENT”** and moved that the bill be read two times by title for passage. Lucas seconded the motion, and upon said motion the vote was as follows: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Lucas seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Roll Call: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Kimmons introduced a bill for an ordinance entitled: **“AN ORDINANCE ESTABLISHING THE TAX LEVY FOR THE CITY OF MOBERLY, MISSOURI FOR THE YEAR 2023”** and moved that the bill be read two times by title for passage. Jeffrey seconded the motion, and upon said motion the vote was as follows: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The bill having previously been made available for public inspection was read by title two times. Lucas moved that the bill be enacted into an ordinance. Kyser seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Roll Call: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Lucas introduced a bill for an ordinance entitled: **“AN ORDINANCE AUTHORIZING TWO COOPERATIVE AGREEMENTS FOR INFILL DEVELOPMENT WITH R & D PROPERTIES, A MISSOURI LIMITED LIABILITY COMPANY”** and moved that the bill be read two times by title for passage. Jeffrey seconded the motion, and upon said motion the vote was as follows: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kyser moved that the bill be enacted into an ordinance.

Jeffrey seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Roll Call: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Kyser introduced a bill for an ordinance entitled: **“AN ORDINANCE REFUSING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION TO DENY THE RE-ZONING APPLICATION OF ROB AND PAM DOLICH FOR PROPERTY LOCATED AT 121 S. MORLEY STREET AND APPROVING SAID APPLICATION”** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The bill having previously been made available for public inspection was read by title two times. Lucas moved that the bill be enacted into an ordinance. Kimmons seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Roll Call: Ayes: none. Nays: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. This bill did not pass.

Jeffrey introduced a bill for an ordinance entitled: **“AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING FOR SCHOOL RESOURCE OFFICER BETWEEN THE CITY OF MOBERLY AND THE MOBERLY SCHOOL DISTRICT NO. 81”** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Lucas seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Roll Call: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Kimmons a bill for an ordinance entitled: **“AN ORDINANCE DECLARING THE NEED TO ACQUIRE CERTAIN INTEREST IN REAL PROPERTY FOR A PERMANENT UTILITY EASEMENT FOR CURRENT AND FUTURE WATER AND SEWER LINES; AUTHORIZING ACQUISITION BY NEGOTIATION OR, IF NECESSARY, BY CONDEMNATION; AUTHORIZING THE CITY MANAGER TO OBTAIN AND EXECUTE ALL INSTRUMENTS NECESSARY FOR ACQUISITION OF SUCH LAND; AND FIXING THE TIME WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE”** and moved that the bill be read two times by title for passage. Lucas seconded the motion, and upon said motion the vote was as follows: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The bill having previously been made available for public inspection was read by title two times. Jeffrey moved that the bill be enacted into an ordinance. Lucas seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Roll Call: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Lucas introduced **“A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI TO PAY EXPENSES DUE BETWEEN AUGUST 3, 2023 AND AUGUST 17, 2023, IN THE AMOUNT OF \$1,090,600.96”** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Lucas to adopt the Resolution. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Monthly reports were received from various departments.

Colin Schowe, KWIX/KRES Radio Station, was present from the Media.

A motion was made by Kimmons and seconded by Kyser to adjourn to a work session followed by a closed session to discuss the status of real estate and personnel. Closed Statute §(610.021)(2,3) RSMo. Roll call vote: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

A closed session was held.

Mayor Brubaker reopened the meeting.

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

Work Session

The Following Was Discussed At The Work Session:

Proposals From The Tourism Advisory Commission.

Proposed Revised Tourism Advisory Commission Guidelines.

Review Of A Cooperative Agreement For Funding Of Placer AI Services.

Issuance Of A Special Tax Bill For Demolished Property At 425 E Rollins St.

Issuance Of A Special Tax Bill For Abatement After A House Fire Property At 115 Hurley St.

Review Of A Paving Agreement With Smart Lock Self Storage.

Receipt Of Proposal For In-Fill Housing.

Receipt Of Bids For A New Spreader For Tandem Axle.

Receipt Of Bids For A New Track Loader.

Voluntary Termination Of Hangar Leases At Omar N. Bradley Airport From Titus Chupp And ExcelAir8 And Approval Of New 15-Year Leases At A New Rate Of \$0.17 Per Square Foot By Both Parties Due To Interest In Swapping Hangar Locations.

Receipt Of Bids For Technology Services For Police Department.



**MINUTES OF THE
CITY OF MOBERLY, MISSOURI
CITY COUNCIL MEETING
August 23, 2023**

The Moberly City Council met in special session at 12:00 p.m. in the City Hall Council Chambers, 101 West Reed Street, Moberly, MO, with Mayor Brubaker presiding.

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

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

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

Kyser introduced **"A RESOLUTION AUTHORIZING SUBMISSION OF A TRANSPORTATION ALTERNATIVE PROGRAM GRANT APPLICATION FOR SIDEWALK CONSTRUCTION ALONG A PORTION OF NORTH MORLEY"** and made a motion for it to be read. Jeffrey seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kyser and seconded by Kimmons to adopt the Resolution. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

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

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: Police
Date: September 5, 2023

Agenda Item: A Request To Hold The 2023 Moberly Homecoming Parade On September 22, 2023, In Downtown Moberly.

Summary: The Moberly Senior High School requests permission to hold the 2023 Homecoming Parade in downtown Moberly on September 22, 2023, beginning at 3:00 p.m. The parade route is as follows: line up for parade will be in the 600 block of Adams Street and continue west into the 700 and 800 blocks of W Reed Street. The parade will travel east from Adams Street and Johnson Street onto W Reed Street, continue east on W Reed Street to Clark Street, turn left and travel north on Clark Street to Coates Street, turn left onto Coates Street and then travel west to Coates Street and Johnson Street and disband. Approximately 70 entries are expected. Moberly Schools request traffic assistance along the parade route and request that law enforcement lead the parade. The contact person is Jenifer Monckton: (660) 269-2660.

Recommended Action Please approve the request.

Fund Name:

Account Number:

Available Budget \$:

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker** _____

Council Member

M___ S___ **Jeffrey** _____

M___ S___ **Kimmons** _____

M___ S___ **Lucas** _____

M___ S___ **Kyser** _____

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: Aug 24, 2023

1. Organization/Agency requesting permit: MHS Homecoming

2. Name of Person making Application: Jenifer Monckton

Contact Person: Jenifer Monckton Phone: 660-269-2660 - or cell 660-833-6703

Address: _____

3. Date of Parade: Sept 22, 2023 Start Time: 3:00 pm

4. Staging Area: Starting on corner of Johnson & Reed Street all the way down west Reed to MCCC

5. Approximate Number of Units Participating in Parade:

A. Bands 3 D. Foot Units _____
B. Motorized Units _____ E. Animal Units _____
C. Floats 4 or more F. Others _____

Total Number of Units: 70 - plus

6. Parade Route and ending point: Starting line up on the corner of Johnson and Reed by the post office

7. Will organization or parade participants be dispersing any items during the parade? Yes ☒ No ☐ If yes, what? Not sure will depend on entries and what they do.

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? _____

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

10. Signature of Applicant: Jenifer Monckton

11. Approved: ☒ Disapproved: _____

12. By authority of: [Signature] Date 082423
(Chief of Police)

City of Moberly

City Council Agenda Summary

Agenda Number: #4.
 Department: Community Development
 Date: August 21, 2023

Agenda Item: Receipt Of Proposal For In-Fill Housing.

Summary: Attached is the proposal that was received on August 16, 2023, for the in-fill housing on 728 Benson from R&D Properties. This was the only proposal received on the ad for proposals.

Recommended Action: Direct staff to bring forward to the September 5, 2023, regular City Council meeting for final approval.

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___ Brubaker	<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___ Lucas	<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___ Jeffrey	<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 <u>Proposal</u>		Passed	Failed

CITY OF MOBERLY
In-Fill Housing
"BID OPENING"

Date: 8/16/2023
10AM

B & D Properties

\$ 7094711 Benson.

\$ _____

\$ _____

\$ _____

\$ _____

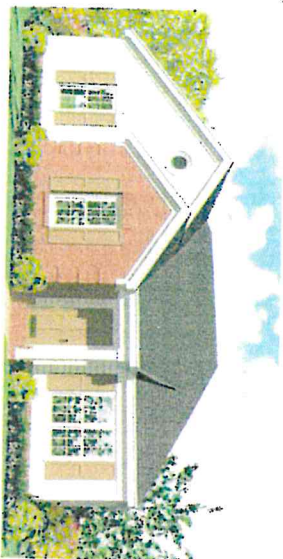
\$ _____

\$ _____

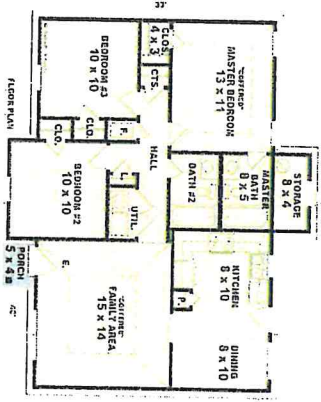
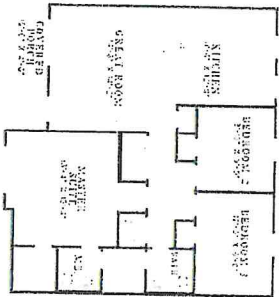
In-Fill Development Proposal | 728 Benson, Moberly, Missouri

R&D Properties, LLC is submitting this proposal for in-fill housing development on the lot located at 728 Benson, Moberly, MO.

Below are two examples of potential housing designs we are proposing for this lot if our proposal is accepted and approved.



Potential Elevations / Floorplans for 728 Benson, Moberly, MO.



- All proposed plans for this location are in the range of 1000-1100 sq ft

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#5.

Department: Public Works

Date: September 5, 2023

Agenda Item: Receipt Of Bids For A New Spreader For Tandem Axle.

Summary: This is a MoDOT Bid. Their contract is with Viking-Cives Midwest, Inc. The bid of \$26,926.00 is attached.

Recommended

Action: Please accept this bid.

Fund Name: Street CIP

Account Number: 601.000.5502

Available Budget \$: 252,675.97

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___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Kimmons**

M___ S___ **Jeffrey**

M___ S___ **Kyser**

Passed

Failed



22956 Hwy 61
PO Box 295
Morley, MO 63767
Phone: 573-262-3545
Fax: 573-262-3369

Quote

Quote #	Date
170252	07/28/23

Customer			
CITY OF MOBERLY			
*****email invoices*****			
101 WEST REED ST			
MOBERLY	MO	65270	

Ship To			
CITY OF MOBERLY			
101 WEST REED ST			
MOBERLY	MO	65270	

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
quote tim	NET 30	DALE	07/28/23			

Item	Description	Ordered	UOM	Price Per	Total Price
SALES	per MODOT Spreader contract (60521C001600)	1.00	EA	0.00	0.00
MO18SCSPR128	13' Viking-Cives VCM-C-13-82-54 201SS drag chain spreader per MoDOT specification / includes tanks	1.00	EA	22,954.00	22,954.00
MSRP4395	Viking DOT upgrade package, which includes: manual rear-opening tailgate to allow quick dumping, removable poly floor, and remote chain tensioner (single axle)	1.00	EA	3,582.00	3,582.00
MSRP4400	Stainless steel tailgate latch bar	1.00	EA	390.00	390.00

Prepared By: dwillis@vikingcivesmidwest.com

Memo:

Customer must fill out the information below before the order can be processed.

Sub-Total	26,926.00
Shipping	0.000
Discount	0.00
Taxes	0.00
Total	26,926.00

Accepted by: _____ Date: _____ P.O.#: _____

*Quoted price does not include any applicable taxes.

*Terms are Due Upon Receipt unless prior credit

*Terms for established accounts: NET 30 days

*Please note if chassis is furnished, it is as a convenience and terms are on Receipt of Chassis

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#6.

Department: Public Works

Date: September 5, 2023

Agenda Item: Receipt Of Bids For A New Track Loader.

Summary: This is a Sourcewell Municipal Discount Bid. Their contract is with Martin Equipment and there will be a trade in amount of \$30,000.00 deducted from the \$78,500.00 price bringing the total price to \$48,500.00. The bid is attached.

Recommended

Action: Please approve this bid.

Fund Name: Street CIP

Account Number: 601.000.5502

Available Budget \$: 252,675.97

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___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Kimmons**

M___ S___ **Jeffrey**

M___ S___ **Kyser**

Passed

Failed



Martin Equipment
6787 County Road 312
Palmyra, MO 63461

Quote Issued To : CITY OF MOBERLY

MOBERLY CITY HALL
MOBERLY , MO , 65270
6602698705

Quote Issued By : Bird, Chris

QUOTATION

Quote # : 9013508
Issue Date : 8/3/2023
Expire Date : 9/23/2023
Est Delivery : 3/5/2024
FOB :

ITEMS LISTED FOR SALE

Item #	Year	Make	Model	Serial #	Hours	List Price	Sale Price
	2023	JD	325G	(TBD)	0	106,808.00	78,500.00

325G COMPACT TRACK LOADER
Cab/Heat/AC, Power QT, Hi Flow, SL & RC, 2Spd, LED Lights, Rev Fan, Chrome,
Heat Seat, Radio
Engine - Turbocharged - FT4
Cold Start Package
Engine Air Precleaner
English Operator's Manual and Decals
JDLink
Zig-Zag Bar Tread Pattern - 15.8 in. (400mm) Tracks
ISO-H Switchable Controls and EH Joystick Performance Package
Air Suspension Seat (Cloth with Heat)
2-Inch Seat Belt with Shoulder Harness
Rear View Camera
Footrest with Floormat
78 in Heavy Duty Construction Bucket (19.4 cu ft) w/ Serrated Edge
Counterweight, (Triple Set)
HD Rear Grille
Cab Severe Duty Polycarbonate Door

*****WARRANTY*****

2 YEAR OR UP TO 2000 HOUR FULL MACHINE COMPREHENSIVE WARRANTY
TRAVEL TIME AND MILEAGE ARE COVERED FOR THE FIRST 12 MONTHS
FOR WARRANTY RELATED ISSUES ONLY.

THIS MACHINE IS BEING SOLD USING THE SOURCEWELL MUNICIPAL
DISCOUNT. ACCOUNT NUMBER 94169

THANK YOU FOR THE OPPORTUNITY,
CHRIS BIRD

Total: 78,500.00

TRADE ALLOWANCES

TIV #	Year	Make	Model	Serial #	Trade Allowance
JAFTR270LDM462325	2013	CASE	TR270	JAFTR270LDM462325	30000.00
Total Trade Allowances :					30,000.00

QUOTE SUMMARY

Total Sale Price :	78,500.00
Less Trade Allowance :	30,000.00
Additional Taxable Items :	0.00
Subtotal:	48,500.00
Sales Tax :	0.00
Additional Nontaxable Items :	0.00
Total :	48,500.00

Acceptance Signature: _____ Date: _____

All quotations contingent upon strikes, delays, and conditions beyond our control. Prices subject to change with or without notice.
All prices are subject to expiration of any current sales programs and incentives.

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: Police
Date: September 5, 2023

Agenda Item: Receipt Of Bids For Technology Services For The Police Department.

Summary: The Moberly Police Department requested bids to provide technology services to the Moberly Police Department. Requests for bids were sent to 43Tc, ISG Technology, InfiniCare, and The Tech Shop, all in Columbia, MO, and Lammtech, Sedalia MO. Bids were received from InfiniCare and The Tech Shop. 43Tc did not respond to repeated requests for a bid proposal. ISG Technology and Lammtech both declined to provide an RFP at this time.

The bid from **InfiniCare** is \$54,600 per year and a \$4,000 set up fee, totaling **\$58,600**.

The bid from **The Tech Shop** is \$16,800 per year for IT services, \$6,240 a year for back-up services and \$8,160 for Office 365 per year. The total yearly cost is **\$31,200**. The Tech Shop is our current provider for our technology needs and our Office 365 email and off-site records back-up.

Both InfiniCare and The Tech Shop proposals are for a 36-month term, and both include the email and off-site back-up costs. The Tech Shop provided the lowest bid.

Recommended Action: Please accept the bids.

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 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___ **Brubaker** _____

Council Member

M___ S___ **Jeffrey** _____

M___ S___ **Kimmons** _____

M___ S___ **Lucas** _____

M___ S___ **Kyser** _____

Passed Failed

InfiniCare™ Managed IT Services Proposal

Prepared for:

**Bobbie Smith
City of Moberly
101 West Reed
Moberly, MO 65270
United States**

Prepared by:

**Eric Dippoliti
edippoliti@trustinfinitech.c
om
573-234-6540
InfiniTech Consulting LLC**

Date Prepared:



Statement of Confidentiality & Non-Disclosure

This document contains a proposal of services by InfiniTech Consulting LLC. The information in this proposal is confidential and should only be shared with those responsible for the evaluation and execution of this document. Neither the document nor its contents may be disclosed outside of the organization without the expressed consent InfiniTech Consulting LLC.



Corporate Headquarters
2401 Bernadette Dr, Ste 101, Columbia, MO 65203
573-234-6540 P

InfiniCare™ Managed IT Services Proposal

About InfiniTech

Providing technology solutions beyond the limits of traditional IT vendors

Who Are We?

InfiniTech Consulting, LLC is an experienced Managed IT Services provider and IT Systems integrator centrally headquarter in Columbia, MO serving clients throughout the Midwest. InfiniTech delivers a wide array of technology solutions, managed security services, and business applications designed to help our clients meet the demands of today's competitive marketplace and achieve a higher level of business success.

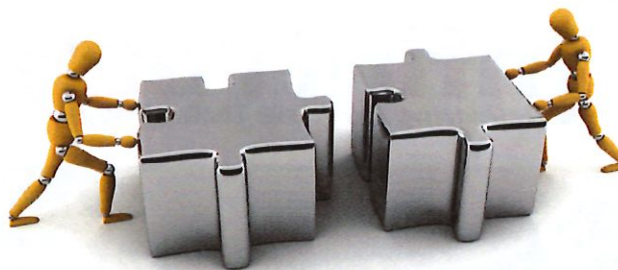


We believe in hiring the most talented and committed staff, providing expertise best practices, and actively working to understand our clients' businesses and how we can leverage our technology to maximize IT investment and produce better business outcomes. InfiniTech has developed a unique platform for service delivery that can meet all of your IT essentials: data protection, network security, communication and collaboration, business applications and support.

Our Advantage

At InfiniTech, our focus is to act as your trusted technology consultant, delivering solutions that assist business owners and IT Managers to maximize their IT investments. Our extensive experience within the Industry allows us to bring innovative ideas and the latest technologies to your organization producing better outcomes for your business.

We understand how vital Information Technology is for business in today's world. It's impossible for a business to be successful without taking the proper steps to manage, store and protect their information. By putting the professional experience of InfiniTech to work for your organization, you can take the focus off your technology problems and put it back on what matters, your business.



InfiniCare™ Managed IT Services Proposal

Managed Services Offering

InfiniCare™ TotalCare Bundle is our comprehensive IT management program providing proactive monitoring, and maintenance of your technology infrastructure. The TotalCare package covers and all-inclusive support package that includes remediation of all end user support requests for one low, predictable, monthly payment.

Specific Features of our System Include:

Monitoring and Maintenance Services

Standard break/fix services offered by many IT service providers leave much to be desired. You must wait until a problem materializes (and you report it) before the issue is addressed. The reliability improvements with proactive monitoring and maintenance of your IT systems result in a meaningful reduction of downtime and more productive outcomes for our organization.

Asset Tracking	<ul style="list-style-type: none"> ✓ Detailed inventory tracking of servers, workstations, and software ✓ Compiles and reports detailed configuration information
Routine Safety Checks	<ul style="list-style-type: none"> ✓ Verify status of backup and antivirus systems ✓ Monitor unauthorized login attempts ✓ System vulnerability check
Routine Health Check	<ul style="list-style-type: none"> ✓ Comprehensive scan of your systems and logs ✓ Checks extensive list of applications and services ✓ Identifies potential problems in advance
24/7 Monitoring	<ul style="list-style-type: none"> ✓ Checks all network and Internet connections ✓ Delivers information quickly about errors ✓ Highlights problems that need fixing
Proactive Maintenance	<ul style="list-style-type: none"> ✓ Provides patching and security updates to the operating system ✓ Manage and install all software updates ✓ Automated system cleanup and optimization

Security Services

Cyber-attacks aimed at small business are increasing at an alarming rate. A breach in your network's security can paralyze your business for days and even risk the loss of critical information. This is why InfniTech takes a serious approach to device and user security by bundling comprehensive security solutions with all of our managed services agreements.

Device Security	✓ Automated removal of unauthorized/malicious software from workstations.
Server Security	✓ Cybersecurity services for servers including automated removal of unauthorized/malicious software and rollback to previous clean state.
Web/DNS Security	✓ Web Security blocks access to known phishing and malicious sites
Mail Security	✓ Managed Email Security with real-time threat intelligence to stop ransomware, phishing attempts, and email fraud before it reaches your inbox.
Dark Web Monitoring	✓ Proactively monitor the Dark Web for any compromised login credentials and personally identifiable information like name, address, SSN, etc. and alert the Client if compromised credentials are found.

InfiniCare™ Managed IT Services Proposal

Support Services

Solve technical issues and get users back to productivity with the expertise of our professional, responsive Help Desk team. Additionally, gain piece of mind with our advanced systems engineers actively managing and supporting your back end server and network infrastructure.

Online Support Portal	<ul style="list-style-type: none"> ✓ Quickly and easily submit support tickets for common issues ✓ Review and monitor open support tickets and review technicians' notes
Unlimited Support Desk **	<ul style="list-style-type: none"> ✓ Tier 1/Tier 2 support of end users including workstations & laptops. ✓ Adds, moves, and changes for email and active directory systems. ✓ Includes support assistance of 3rd party software applications, client must maintain support agreements with the vendors. ✓ Remote and Onsite Services included
IT Systems Administration **	<ul style="list-style-type: none"> ✓ Troubleshooting, maintenance, and repair of data networks and firewall ✓ Troubleshooting, maintenance, and repair of server, storage, and virtualization infrastructure
Weekly Reporting	<ul style="list-style-type: none"> ✓ Deliver a detailed report via email each week covering the health and security of the IT systems and infrastructure.
Routine Assessments	<ul style="list-style-type: none"> ✓ Our Systems Alignment Engineer will come onsite one to four times per year for a physical inspection of your infrastructure, perform a Network and Security assessment, and ensure your technology is properly aligned to best practices and your business goals.

** Unlimited IT Support does not include services to implement new IT infrastructure changes such as new laptops, servers, networking equipment, or major application deployments. These activities are not would require a separate billable service ticket or statement of work. Normal service hours are Monday through Friday 7 a.m. to 6 p.m. Service includes access to afterhours emergency support services. Clients will be provided an afterhours support number and leave a message about an issue. InfiniTech Service Engineers will make a "best efforts" attempt to return the call and work on the issue. All remediation services performed outside of services hours will be invoiced separately at after-hours rates. Routine maintenance and patching performed outside of normal business hours is covered.

Data Protection Services

InfiniTech's **InfiniVault™** managed backup solution provides end-to-end protection of your information preventing unnecessary downtime associated with a computer crash, malicious software, or other data corruption. With centralized monitoring and management by our team of data protection experts, we guarantee consistent backup and recovery success.

Managed Data Backup Service *	<ul style="list-style-type: none"> ✓ Complete data protection services that backs up your data and your critical applications. All data on protected servers will be copied and stored in an encrypted format to a local storage appliance owned and managed by the InfiniTech Data Protection team. Backup service includes rapid file-level recovery with multiple restore points and a 30-day retention policy. A second copy of the Client's backed up data will be transferred across the Internet and stored in a secure, certified data center offsite from the Client premise.
Data Protection for Office 365*	<ul style="list-style-type: none"> ✓ The solution helps protect your critical information from accidental deletion, security threats, and retention policy gaps. All information in Exchange Online, SharePoint Online, OneDrive for Business and Microsoft Teams will be backed up to our secure data center with a 30-day retention policy.

* Backup includes up to 250GB of data per server (or 50GB per Workstation for Serverless Environments) and 50GB per user of Office365 data. Additional backup data may incur additional charges. Note: Serverless environment include offsite backup only.

InfiniCare™ Managed IT Services Proposal

Client Onboarding Statement of Work

Moving your organization's IT management and support to a new outside provider can be a little like living through a home renovation. There can be very unpleasant surprises along the way if the process isn't carefully detailed in advance, and if the people you contract with are not highly detail oriented, and technically top-tier.

Upon execution of the agreement, InfiniTech will assign a dedicated technical resource to oversee the Client onboarding process, including the deployment, setup, and configuration of applicable hardware and software needed to provide the contracted services.

The following migration map is one that we have perfected over the years at InfiniTech. It keeps surprises to a minimum, and guarantees a high level of involvement, and understanding, for each of our clients.

1. Project Scope and Evaluation

Before we set off on a journey, we need to know where you are headed. Our Client Services Manager will review your project with our implementation engineers to ensure the project plan aligns with your organizations needs and business goals. You may be contacted by the Client Service Manager to clarify any questions or to provide specific preferences relating to the implementation.

2. Pre-Discovery Provisioning

This is where we begin creating the building blocks of a successful onboarding and deployment. Our transition team will start building your company profile in our monitoring and support system and setting up any needed integrations. Prep work will also start on creating your Client Run Book, that will be the baseline for all your future IT documentation. During this phase our Client Services Manager or your Account Manager will contact you to schedule a specific date for the Onsite Discovery and Onboarding Meeting.

3. Discovery and Analysis

Once we know where we're headed, we need to know where you presently stand. To answer that question, we execute a comprehensive IT environment inventory. We note such things as the scope of your IT assets—servers, data, printers, applications—where they're currently housed, how they are configured, what their interdependencies are, and their level of stability. The discovery process is launched during the Onsite Discovery and Onboarding Meeting.

The Discovery and Onboarding Meeting is a critical step. It's essential that it be handled in a detailed and systematic fashion, and your involvement is invaluable. This meeting will involve two distinct activities:

- **System Discovery** will be performed by a system engineer. They will gather information on and access to network equipment and firewalls, server and domains, email platforms, backup systems, etc. The engineer will also install our discovery tools and perform an initial security risk assessment.
- **Onboarding Discussion** will be led by our Client Services Manager and include your Account Manager. During this conversation we will present our Welcome Packet, Support/Billing Portal Instructions, and InfiniCare End User Guides. We will also review the migration plan discuss how best to accommodate your particular needs throughout the transition. Whatever your concerns, whatever your priorities, everything is noted and built into our approach. There are always questions, not only during our Team Launch meeting, but throughout the entire migration process. No question is too small or unimportant. The more you know, the more comfortable you'll be. The more we know, the smoother things will go.

InfiniCare™ Managed IT Services Proposal

Additional Options

InfiniTech offers a host of complementary services and solutions to our core InfiniCare offerings.

✓ **Microsoft 365 and Azure**

Cloud computing drives workplace efficiency, productivity, and collaboration. Microsoft's M365 packages include: Simplified licensing and perpetual updates for Office Applications; Secure, Online Document Sharing with SharePoint and OneDrive; Communication and collaboration tools with Exchange Online and MS Teams; and a host of other tools for enhancing organizational innovation and security. Modern enterprises can digitally transform their organizations by pushing critical applications to Microsoft Azure and utilize the latest technology in Identity management with Azure Active Directory.

✓ **Device-as-a-Service (DaaS)**

Are you tired of managing refresh schedules and capital expenses associated with replacing laptops, desktops, and servers? InfiniTech offers a simple DaaS model. For an affordable, flat monthly fee per device, we will provide an appropriately sized system guaranteeing its performance and serviceability. By outsourcing the hardware, software, and management of the equipment to InfiniTech, DaaS eases your IT asset management and allows your organization to scale up and down physical devices on an as-needed basis. Further, we can easily swap out devices and/or update to newer hardware quickly.

✓ **Managed Network Services**

Upgrade to the latest network infrastructure technology without the upfront costs and licensing fees associated with a capital purchase. InfiniTech can provide: An appropriately sized, scalable firewall fully licensed with Advanced Threat Protection; Wireless Access Points with appropriate coverage for the locations and density needs of your site; and Network Switching to support the Wireless Access Points and any wired devices.

Systems will be properly designed, and expertly configured by the InfiniTech network security team based on presales assessment interviews. All equipment shall be delivered, installed, and maintained by InfiniTech. Our network security team will monitor and maintain the systems, applying security patches and handling change management.

✓ **Enhanced Security Services**

InfiniTech offers a variety of enhanced IT security solutions providing enterprise-level security to IT systems. Options include: centralized Multi-factor authentication (MFA) for workstations and applications; enhanced threat detection and response with our managed SIEM and/or EDR platforms; Document and/or full desktop encryption; External vulnerability testing; and security awareness training and phishing tests for users.

✓ **VoIP Telephony Services**

Our Managed VoIP phone system offers a complete Unified Communications solution offering advanced features that help keep employees reachable, efficient, and productive. The solution includes a cloud-based digital PBX system; robust modern handsets; softphone application; hardware replacement warranty; and managed support and system maintenance.

Additional Services included in your proposal will be detailed out after the pricing page in this document.

InfiniCare™ Managed IT Services Proposal

4. Pre-Deployment Provisioning

Here is where the solution is built. Once our system engineers have had a chance to review the assessment information and have confirmed our proposed solutions, we begin moving forward with ordering needed hardware or software licensing and preparing our back-end monitoring systems.

Your user accounts created in our Online Portal and ticketing systems. We prepare the initial security system configurations and any data backup solutions being deployed. We stage and prepare any networking, server, or computers that we might be deploying as part of the onboarding. We may reach out to you to ask about specific user permissions or data access such as who should receive alerts or asset summary reports, etc.

5. Implementation and Cutover

Once all of your systems and equipment are fully provisioned our Client Service Manager will schedule the final onsite onboarding. During the onsite onboarding we will apply final security policy and configurations; deploy any networking, server, or computers that are part of the project; install and configure applications that are in scope; and setup data protection software and equipment and seed initial backups.

If email or cloud migrations are included with this initial deployment, they will be performed at this time. Depending on the nature of the transition, it may be important to ensure all affected End Users are present during this onboarding cutover to ensure there are no surprises waiting on them upon their return to the office.

6. Post Onboarding Review

Our engineering team will perform post deployment configurations, tweak backup schedules and security policies, flesh out asset and support documentation, and finalize pertinent customizations for integrated applications. As we start to collect usage metrics, we will be able to fine tune system to maximize performance.

Once the support team and Client Services Manager have had a chance to review your business workflows, support needs, and system performance, we like to follow up with a client Systems Review meeting with key stakeholders. This is where we can discuss long term IT objects and make recommendations to get the most from your IT systems.

Client Obligations and System Requirements

- **Internet Bandwidth:** Client will be required to procure and maintain Internet access with minimum bandwidth capability as determined by InfiniTech personnel. Failures of daily backup jobs stemming from issues with the Client's Internet connectivity does not constitute a failure of InfiniTech's SLAs.
- **Targeted Data Set:** The Client will provide InfiniTech with a complete and accurate list of computers and data targeted for backup, if applicable. InfiniTech will not be held liable for failure to backup any data not specified by the client.
- **Equipment Co-location:** If applicable, the Client will provide a suitable operating environment at their location for the mounting, cabling, and powering of the onsite storage appliance.
- **Software Agent(s):** The Client must provide InfiniTech personnel reasonable access to the targeted computers to install the required software agent(s).
- **User Information:** The Client will provide InfiniTech with a complete and accurate list of Users, Computers, and Email Address.
- **Workspace:** The Client will cooperate with InfiniTech and provide reasonable access for InfiniTech personnel to the physical location and physical access to IT systems as well as provide reasonable workspace for InfiniTech personnel.
- **Point of Contact:** The Client will assign a designated point of contact for InfiniTech to assist with communication and execution of the onboarding process.

InfiniCare™ Managed IT Services Proposal

Solution Summary

QTY	DESCRIPTION - RECURRING MANAGED SERVICES	UNIT PRICE	TOTAL PRICE
40	InfiniCare TotalCare Bundle - Seat includes 1 user and 1 computer/device or 1 Server O/S Includes: Device Monitoring & Maintenance, Email, EndPoint, and User Security, Data Backup., Unlimited help desk support, and IT Systems Administration.	\$95.00	\$3,800.00
40	Microsoft 365 Business Standard	\$12.50	\$500.00
1	After Hours Upgrade	\$250.00	\$250.00
1	InfiniCare Initial Setup Fee	\$4,000.00	\$4,000.00
		SUBTOTAL (ONE TIME)	\$4,000.00
		SALES TAX (ONE TIME)	\$0.00
		TOTAL (ONE TIME)	\$4,000.00
		ONGOING MONTHLY COMMITMENT (WITH TAX)	\$4,550.00 per month

Based on a 36-month term paid monthly via ACH

* Pricing for InfiniCare TotalCare bundled services is based on a per seat basis. A "seat" consists of one computer-using employee + one endpoint device or one server operating system instance. Additional, endpoint devices may be covered by our Essentials Bundle. Device and Seat counts covered that exceed the contracted amount will be invoiced to the Client accordingly.

InfiniCare™ Managed IT Services Proposal

InfiniCare Service Level Agreements (SLAs)

Definitions

"Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the services were active. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any InfiniTech SLA Exclusion (defined below).

"Scheduled Maintenance" shall mean any maintenance to the Services of which a Client is notified at least forty-eight (48) hours in advance

A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

Service Commitments and Service Credits

InfiniTech will guarantee serviceability and warranty of the InfiniCare software applications provided for remote support, monitoring, anti-virus, health checks, and data backup as well as any IT systems hardware provided under this agreement (backup storage appliances, managed networking equipment, HWaaS workstations/Servers) for the duration of this agreement. Failed or corrupted software deployments and/or defective or failed hardware will be replaced, reinstalled, and reconfigured at no cost to the Client.

InfiniTech will guarantee the discovery and removal of all known computer viruses and virus strains available and provide the industry best practices against zero-day threats using artificial intelligence and machine learning. InfiniTech will guarantee notification to the client within 8 business hours of any compromised credentials discovered in Dark Web locations.

InfiniTech will guarantee a daily backup success rate of 90% or greater within any given 30-day windows. InfiniTech will guarantee any failed backups will retry within the next backup window with no more than 2 consecutive failed backups.

InfiniTech will guarantee a minimum four (4) business hour response time to priority support requests and data restoration requests. A response by InfiniTech is defined as the ticket is assigned to a support technician who begins reviewing and working to resolve the issue. The user who submitted the ticket will be notified by email with the ticket number and name of the technician working on the issue.

In the event the services do not meet the Service Commitment, the Client will be eligible to receive a Service Credit. Service Credits are calculated as a percentage of the total charges paid by the Client (excluding one-time payments such as startup fees) associated to the unavailable service or services defined within the Schedule of Services.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.95% but equal to or greater than 99.0%	10%
Less than 99.0%	25%

InfiniTech will apply any Service Credits only against future Services payments otherwise due from you. Service Credits will not entitle you to any refund or other payment from InfiniTech. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Client's sole and exclusive remedy for any unavailability, non-performance, or other failure is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

Credit Request and Payment Procedures

To receive a Service Credit, the Client must submit a claim by emailing support@trustinfinitech.com. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

- ✓ the words "SLA Credit Request" in the subject line;
- ✓ the dates and times of each Unavailability incident that you are claiming;
- ✓ the affected Services; and
- ✓ your request logs that document the errors and corroborate your claimed outage.

If the Monthly Uptime Percentage of such request is confirmed by InfiniTech and is less than the Service Commitment, then InfiniTech will issue the Service Credit to the Client within one billing cycle following the month in which the request is confirmed.

InfiniTech SLA Exclusions

The Service Commitment does not apply to any service unavailability, suspension performance issues: (1) caused by factors outside of InfiniTech's reasonable control, including any Internet access or related problems beyond the demarcation point of InfiniTech's data center presence; (2) that result from any actions or inactions of the Client or any third party acting on the Client's behalf; (3) that result from the Client's equipment, software, or other technology and/or third party equipment, software or other technology not under InfiniTech's direct control (5) that result from any Scheduled Maintenance performed by InfiniTech.

InfiniCare™ Managed IT Services Proposal

Support Services Agreement – Schedule of Services

This Schedule of Services outlines the products and services ("Services") provided under the Managed Services and Hosting Agreement (the "Agreement") executed between InfiniTech Consulting, LLC, a Missouri corporation ("we", "us", "InfiniTech", or "MSP"), and City of Moberly as a Client ("you", "Client", or "Customer") and is made and entered into as of the latest date shown in the signature blocks below (the "Effective Date").

As such, this Schedule of Services outlines the additional terms and conditions amended to the Agreement specific to the services proposed in this document

All Service Commitments, also referred to as Service Level Agreement(s) ("SLA(s)") shall be in effect beginning two (2) months after commencement of the Services ("Burn-In Period" or "Onboarding Period").

This Agreement sets forth the terms and conditions upon which MSP will provide services (the "Services") to Customer.

1. SUPPORT SERVICES AGREEMENT

1.1. Services. MSP shall provide Client with the "Services" as described in this Agreement Schedule and as described in any additional schedules attached hereto (the "Schedules"). All such Services shall be subject to the terms and conditions of this Agreement and any terms or conditions printed on the Schedules. The term "Services", when used within a Schedule attached hereto, shall refer to the services to be provided under that Schedule only. MSP shall provide Client with 30 days advance written notice of any changes to the terms and conditions of this agreement. Client may choose to opt out of such changes with written notification to MSP within 30 days of receiving the initial change notification and terminate the agreement without penalty. Customer agrees to pay any outstanding charges on the agreement up and until the date of termination.

1.2. Remote Access. MSP will attempt to resolve issues over the phone or via remote access. If an issue is unable to be resolved in the manner, MSP will schedule an engineer for an on-site visit. MSP reserves the right to dispatch an engineer for any phone support exceeding 30 minutes or at the sole discretion of MSP should common practice dictate it would be more efficient to address the issue onsite.

1.3. Unsupported Platforms. MSP reserves the right to refuse to provide support services for unsupported platforms, defined as equipment hardware, software applications and versions, cloud services or other IT systems that: (a) are considered End of Life and no longer supported by the original manufacturer and/or software developer; (b) lack a covered support subscription by the original manufacturer or software developer; (c) are installed or configured in a manner unsupported by the system's vendor; (d) not originally provided or procured through the MSP; (e) unlicensed, illegal, or pirated software; (f) consumer grade equipment/software not designed for commercial use.

2. SERVICE FEES AND PAYMENT SCHEDULE

2.1. Initial Setup Fee. MSP will perform the INSTALLATION as detailed herein or in any attached schedules. Customer agrees to pay any installation fees defined herein.

2.2. Monthly Fee. MSP will provide the services to the Client as detailed herein or in any additional schedules attached to this agreement. The monthly service invoices will be send on or about the 15th day of each month prior to the month in which services are provided, allowing you time to review your billing. For services based on a per-unit charge, customer agrees to pay any differences in fees arising

from an increase in the units billed, whether they be devices, storage, bandwidth, or any other defined unit. Payment is made automatically via ACH on the first day of each calendar month.

2.3. Late Payment. Late Payment is defined: (a) for ACH payments, payments refused by the issuing bank, (b) for credit card payments, payments not received (including, for instance, if payment is refused by the credit card issuer or credit card is expired and no new expiration date is provided) within 3 calendar days of the due date; and (b) for invoiced payments, payments not received within standard terms following our sending it via e-mail to your billing liaison. There is a late payment penalty of 5% of the amount past due. In addition, all past due amounts, including the late charge, shall bear interest at the lower of two percent per month or the applicable maximum legal rate. If there is any late payment(s) on your account, MSP, at its sole discretion and without waiving other rights it may have, may suspend, interrupt, or disconnect the Services on your account, without notice to you.

2.4. Hourly Rate. The hourly rates are defined for all system engineers and are billable for services outside the scope specifically defined in this agreement or any attached schedule(s) and may be changed with 60-days written notice. Current hourly rates and billable minimums are provided upon request. Client agrees to verify current rates and minimum charges prior to requesting any billable service. The hourly rate is for time worked and is not tied to a resolution.

2.5. After-Hours. All rates in this Agreement are based upon services provided during normal business hours defined as Monday through Friday, 8:00 AM to 5:00 PM CST.

2.6. Travel Expenses. MSP reserve the right to invoice for any additional travel expenses including but not limited to fuel surcharges, technician travel time, parking, and tolls not to exceed a \$100 round trip for service activities within a 150 miles radius of MSP's corporate headquarters.

2.7. Terms. All invoices and payments are due NET15 unless other terms are approved by MSP.

2.8. Annual Rate Increase. MSP reserves the right to increase the rates for services performed under this agreement annually by a percentage increase up to the percentage increase in the Consumer Price Index as published by the federal Bureau of Labor Statistics.

3. TERM AND TERMINATION

3.1. TERM. The initial term for Services provided is three years from date of deployment starting at the beginning of the calendar month in which services are deployed. This Agreement shall automatically renew for successive one year terms for the life of the Client relationship. Customer may choose not to renew services for successive terms with a sixty (60) day written notice to MSP.

3.2. MSP will provide services in a competent manner, comparable to industry standards supported by the Service Level Agreement. If MSP does not provide services in such manner and cannot rectify the problem(s), within sixty (60) days from Client written notice in which Client identifies the problem(s), Client will have the right to terminate the respective Schedule only.

3.3. In the case of default by either party under this Agreement, the defaulting party will reimburse the non-defaulting party for all costs and expenses arising from the default, including reasonable attorney fees if the non-defaulting party engages in legal counsel to preserve or enforce such rights under this Agreement,

InfiniCare™ Managed IT Services Proposal

including the collection of any payments due.

3.4. Termination of this Agreement will not adversely affect any right existing as of the effective date of termination. The rights and remedies provided under this Agreement are cumulative and in addition to any other rights or remedies available at law and in equity, and any other contract instrument or paper.

4. OWNERSHIP OF DATA. Backup data being stored both on provided equipment and at the Data Center remains the sole property of the Client. If Client chooses to terminate services, MSP will assist Client in the orderly termination of services at its current rate structure. This could involve copying the backup image to an external drive. Client agrees to pay MSP the actual costs of rendering such assistance to include hardware if necessary.

5. LICENSED EQUIPMENT. Client agrees that certain items, including but not limited to the storage appliance utilized by MSP in the execution of the backup service, user devices and peripherals provided under the DaaS service, switches and wireless equipment provided under the managed network service, and the firewall used in the managed firewall service shall remain the property of MSP, and must be returned if requested. Client further agrees to cease the use of any technology that remains the property of MSP upon termination of this agreement. If any equipment at the Client site owned by MSP is damaged or lost **due to theft, negligence, intentional acts, unauthorized acts or other causes within the reasonable control of Client, its agents or employees.** Client must pay the equivalent of the current retail replacement value of the device within 15 days of said event.

5.1. Client Responsibilities. Client will be responsible for preparing its site for installation, for providing adequate space, foundations, heating and cooling, and electrical power, and for affording InfiniTech or its agent reasonable access to the premises for installation and maintenance. Except as provided in an Order, Client is responsible for any special interface equipment or facilities necessary to ensure compatibility between the Licensed Equipment and Client Equipment.

5.2. Client Licensed Equipment Usage. Client shall have the right to use the Licensed Equipment in a commercially reasonable manner in connection with the other Services provided by InfiniTech to Client for the term set forth in the agreement. Client shall not remove, alter, or destroy in any way any Licensed Equipment, or any label thereon, without the prior written consent of InfiniTech. Client may not affix or install any accessory, addition, upgrade, equipment, or device on to the Licensed Equipment (other than electronic data) unless expressly approved in writing by InfiniTech.

5.3. Warranties; Disclaimer Client acknowledges that the Licensed Equipment and provided software applications are manufactured by third parties and that, in addition to the terms in the Agreement, use and possession of the Licensed Equipment and software by Client shall be subject to and controlled by the terms of any manufacturer's or, if appropriate, supplier's warranty and terms of use. InfiniTech agrees to use commercially reasonable efforts to enforce all warranties made by any manufacturer or supplier with respect to the Licensed Equipment. In the event of any mechanical or service failure of the Licensed Equipment that cannot be resolved within thirty (30) days after Client has notified InfiniTech (via InfiniTech's Client support system), InfiniTech may, at its sole election, either (i) replace the Licensed Equipment; or (ii) terminate this Schedule and the Hardware Services described herein immediately upon written notice to Client, in which case InfiniTech will refund to Client any pre-paid and unused subscription fees with respect to the Hardware Services that relate to the period after the date of notice of such failure. **CLIENT'S SOLE REMEDY, AND INFINITECH'S ENTIRE LIABILITY, FOR ANY MECHANICAL OR SERVICE FAILURE WITH RESPECT TO THE LICENSED EQUIPMENT ARE THE REMEDIES OF REPLACEMENT, TERMINATION AND REFUND SET FORTH IN THIS**

SECTION. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THE TERMS AND INFINITECH'S OBLIGATIONS UNDER THE ABOVE, THE LICENSED EQUIPMENT IS PROVIDED EXCLUSIVELY ON AN "AS IS" BASIS, AND INFINITECH AND ITS SUPPLIERS DISCLAIM ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES WITH RESPECT TO THE LICENSED EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE.

6. INDEMNITY. Each party hereby agrees to indemnify and hold the other party harmless from and against any and all third-party claims, demands, actions, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or resulting from the performance, or lack of performance, of each party's activities under this Agreement except to the extent caused by either party's negligence or willful misconduct.

7. FORCE MAJEURE. MSP shall not be liable for failure to perform any of its obligations under this Agreement during any period in which such performance is delayed by accidents beyond MSP's reasonable control, such as, but not limited to fire, flood, or other natural disasters, or, embargo, court order, riot, or other intervention of any government authority, provided that MSP immediately notifies Client of such delay. If MSP's performance is delayed for these reasons for a cumulative period of forty-five (45) days or more from the date of such notice, Client may terminate this Agreement by giving MSP written notice.

8. ADDITIONAL CLIENT RESPONSIBILITIES Client must provide MSP with all appropriate usernames and passwords required to access network resources (i.e. Administrator usernames and passwords, router telnet passwords) and maintain all necessary media, license keys, and vendor contact numbers and provide access to that information when needed.

By signing below, you acknowledge and agree that, prior to signing, you read the entire Agreement, consulted with legal counsel of your choice (or had the opportunity to consult with legal counsel of your choice but declined to do so), you are authorized to enter such agreement, and you are willfully bound by all the terms and conditions set forth in this Agreement. Further, by our signature below, we likewise agree to be legally bound by the Agreement and by all the terms and conditions set forth in it.

Client

City of Moberly
101 West Reed
Moberly, MO 65270
United States

Signature

Printed Name/Title

MSP

Signature

Printed Name/Title

Date

Date

THE TECH SHOP

SIMPLIFYING TECHNOLOGY

MANAGED SERVICES AGREEMENT TERMS AND CONDITIONS

The Tech Shop's Managed Services agreement is our comprehensive IT management program providing proactive IT monitoring, support services, and maintenance of your technology infrastructure. We will install an agent that operates in the background of each protected computer and server which will allow for centralized reporting, management, and remote support from our professional technical team.

Features of our Agent Include:

Service	What it Does	Benefits
Daily Safety Checks	<ul style="list-style-type: none"> -Verifies status of backup/antivirus systems -Monitors unauthorized login attempts -System vulnerability checks 	<ul style="list-style-type: none"> -Provides added layer of protection -Enhances Security -Provides peace of mind
Daily Health Checks	<ul style="list-style-type: none"> -Comprehensive scan of your system and logs -Checks extensive list of applications and services -Identifies potential problems in advance 	<ul style="list-style-type: none"> -Less downtime -Provides improved insight into your systems health and performance
Weekly Reporting	<ul style="list-style-type: none"> -Delivers a detailed report to your inbox each week 	<ul style="list-style-type: none"> -Helps you keep informed on the health and security of your critical IT assets
24/7 Monitoring	<ul style="list-style-type: none"> -Checks all network and internet connections -Delivers information quickly about errors -Highlights problems that need fixed 	<ul style="list-style-type: none"> -Identifies a comprehensive range of issues before damage is done -Maximizes system performance
Proactive Maintenance	<ul style="list-style-type: none"> -Provides patching and security updates to the OS -Manage and installs all software updates -Manages other automated tasks 	<ul style="list-style-type: none"> -Improves system performance and uptime -Helps you work smarter and faster -Cost effective solution
Managed Antivirus	<ul style="list-style-type: none"> -Finely tuned Antivirus protection policies -Managed quarantined system -Zero day threat protection 	<ul style="list-style-type: none"> -Reduces downtime and needless IT service calls due to PC infections

Remote Access

One great benefit of our managed services program is the world class remote access support. This allows our technicians to amend most problems remotely. This provides a much more rapid response time compared to a service call. This also eliminates additional expenses associated with unnecessary on-site service calls.

Management Fee Includes:

- Agent licensing fee, which INCLUDES truly managed antivirus, daily safety checks, and weekly reports.
- Unlimited Remote Support of end users including desktops, workstations, laptops, and tablets.
- Adds, moves, and changes for email and active directory systems.
- Remote troubleshooting, maintenance, and repair of data networks.
- Remote troubleshooting, maintenance, and repair of server, storage, and virtual infrastructure
- Consultation on new technology available and recommendations on technology upgrades.

Items Not Covered:

- The cost of any hardware or software
 - Examples include hardware upgrades, hardware required to repair covered equipment, software upgrades, and new hardware/software
- Implementation of significant infrastructure (Servers, networking, storage, firewall, etc.) changes and/or new applications. These new deployments will be performed on a project basis with a clear, concise price and statement of work defining the requirements and expectations prior to commencement.
- Physical Wiring
- Any onsite assistance not covered by the terms of this agreement

Overview

This agreement covers just about everything including antivirus, server management, workstation management, and more. In essence, the only things not covered by this are required hardware for repairs, any future purchases or changes to the infrastructure, and onsite assistance. We strive to have a <1-day response time to all of our contract clients, and have been very successful at meeting that goal thus far.

Terms

This agreement between **The Tech Shop** and **Moberly Police Department** shall commence on September 1, 2023 and shall continue until August 31, 2026 for a three year term at the predetermined rate of **\$16800** per **year**, paid on or prior to the beginning of the term. A contract buyout is available for **Moberly Police Department** if they so choose. The buyout will be for the sum of the remainder of the contract, or the sum of 6 months of service, whichever is less. 60 days prior to the termination of this agreement, terms will be revisited for the next agreement. Services provided that go beyond the scope of this agreement will be billed at a flat hourly rate, or per job if a bid is required; See above for items not covered. Signature below acknowledges these terms.

The Tech Shop

_____ Date:_____

Michael Triebsch, Owner

Moberly Police Department

_____ Date:_____

Name (Printed):_____ Title:_____

The Tech Shop

PO Box 676

Columbia, MO 65205

5736150555

Support@TheTechShopMO.com

www.thetechshopmo.com

THE TECH SHOP
SIMPLIFYING TECHNOLOGY

#7.

INVOICE

BILL TO

Moberly Police Department

INVOICE # 4867**DATE** 09/01/2023

ACTIVITY	QTY	RATE	AMOUNT
Service Agreement	1	16,800.00	16,800.00
Fully Managed IT Service Agreement (BILLED ANUALLY)			
-24\7 Monitoring/Management			
-Managed Anti-Virus			
-Remote Patch Management			
-Office 365 Account Management			
-Consultation on Future Technology Projects			
-Vendor Management			

BALANCE DUE

\$16,800.00

The Tech Shop

PO Box 676

Columbia, MO 65205

5736150555

Support@TheTechShopMO.com

www.thetechshopmo.com

THE TECH SHOP
SIMPLIFYING TECHNOLOGY

#7.

INVOICE

BILL TO

Moberly Police Department

INVOICE # 4868**DATE 09/01/2023**

ACTIVITY	QTY	RATE	AMOUNT
Service Agreement Hybrid Onsite / Cloud Backup Plan (BILLED ANNUALLY) -Full Image Backup -Cloud and Onsite Storage for Redundancy -5TB Allowance -Encrypted -Server Images, Full NAS Backups -Includes Onsite Storage for Backups	1	6,240.00	6,240.00

BALANCE DUE

\$6,240.00

The Tech Shop

PO Box 676

Columbia, MO 65205

5736150555

Support@TheTechShopMO.com

www.thetechshopmo.com

THE TECH SHOP
SIMPLIFYING TECHNOLOGY

#7.

INVOICE

BILL TO

Moberly Police Department

INVOICE # 4869

DATE 10/01/2023

ACTIVITY	QTY	RATE	AMOUNT
Microsoft Office 365 Office 365 Business License - Yearly (Billed at \$17 / user / month)	40	204.00	8,160.00

BALANCE DUE

\$8,160.00

City of Moberly

City Council Agenda Summary

Agenda Number: #8.

Department: Community Development

Date: September 5, 2023

Agenda Item: A Resolution Authorizing The City Manager To Execute A Paving Extension Agreement With Smartlock Management, LLC, D/B/A Smartlock Self-Storage.

Summary: The following is a paving agreement for the property located at 1317 S Morley St. The owners of the property are nearing completion of the buildout and occupancy and are not satisfied with the installation of the Tru-Grid permeable surface. They seek to submit a bond for completing the paving of the front parking area in compliance with City of Moberly regulations and would like to obtain temporary occupancy while completing this part of the project.

Recommended

Action: Please approve this Resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ Brubaker	<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___ Lucas	<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___ Jeffrey	<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 checked="" type="checkbox"/> Other Agreement		Passed	Failed

BILL NO._____

RESOLUTION NO._____

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAVING
EXTENSION AGREEMENT WITH SMARTLOCK MANAGEMENT, LLC, D/B/A
SMARTLOCK SELF-STORAGE.**

WHEREAS, Smartlock Management, LLC, d/b/a Smartlock Self-Storage (“Smartlock”) is establishing a business at 1317 S. Morley Street and desire to obtain occupancy, but the paving of their parking area is not yet complete per city code Sec. 46-175; and

WHEREAS, attached hereto is a Paving Extension Agreement between Smartlock and the City whereby the City will grant an occupancy permit to Smartlock provided Smartlock provides a cash bond to the City for completion of the parking required by city code no later than April 10, 2024; and

WHEREAS, city staff recommends acceptance of the Agreement.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves and authorizes the City Manager or his designee to execute the attached Agreement and to take such other and further actions necessary to effectuate the purpose of this Resolution.

RESOLVED this 5th day of September, 2023, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk

PAVING EXTENSION AGREEMENT

THIS AGREEMENT BY AND BETWEEN the CITY OF MOBERLY, MISSOURI hereinafter referred to as “City” and **Smartlock Self-Storage** hereinafter referred to as “Owner”;

WHEREAS, Section 46 of Article IV of the City’s Zoning Ordinance requires paving at the time of occupancy around a commercial business that is new, newly acquired or a change of use and property that has more than two family dwelling units located on said property (Multi-Family or Multi-Unit and Single Family and duplex residences). All new single and duplex residential properties shall be required to improve no more than 75 feet of drive from edge of the paved street onto their lot or parcel with an all-weather material, such as asphalt* or concrete as specified by the city; and

WHEREAS, the City is willing to extend the time for completing the paving until **April 10, 2024**.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. “Owner” shall be granted an extension to complete required paving and shall be issued forthwith a “**Temporary Certificate of Occupancy**” **once a bond is in place with the City**. A structure may not be occupied without a bond in place or paving completed.
2. “Owner” shall deposit with the “City” a cash deposit of **\$6,480.00** which shall be refunded to “Owner” when pavement is completed within the time allotted. Further, in the event paving is not completed within the allotted time period, said cash deposit shall be forfeited by “Owner” and “**Owner’s Temporary Certificate of Occupancy**” shall be revoked.
3. *Pavement within the right-of-way shall be required to be at a minimum of 3,500 psi Portland cement concrete pavement, six inches (6”) with reinforcement, or seven inches (7”) without, and a minimum of four inches (4”) of compacted rock base.

Agreed to this 5th day of September, 2023.

City of Moberly
By: Brian Crane, City Manager

Owner

City of Moberly

City Council Agenda Summary

Agenda Number: #9.
 Department: Public Works
 Date: September 5, 2023

Agenda Item: A Resolution Accepting The Bid And Authorizing Contracting With Viking-Cives Midwest, Inc., For The Purchase Of A Spreader For A Tandem Axle Dump Truck For Public Works.

Summary: This is a MoDOT Bid. Their contract is with Viking Cives. The bid is attached.

Recommended

Action: Please accept this resolution

Fund Name: Street CIP

Account Number: 601.000.5502

Available Budget \$: 252,675.97

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Brubaker** ___ ___

Council Member

M___ S___ **Lucas** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Jeffrey** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE BID AND AUTHORIZING CONTRACTING WITH VIKING-CIVES MIDWEST, INC., FOR THE PURCHASE OF A SPREADER FOR A TANDEM AXLE DUMP TRUCK FOR PUBLIC WORKS.

WHEREAS, City staff identified the need for replacement of a spreader for a tandem axle dump truck used by the Public Works department; and

WHEREAS, pursuant to Sec. 2-435 (4) of the city code providing for cooperative purchasing through state agencies a spreader was located through a MoDOT contract; and

WHEREAS, attached hereto is the bid of Viking-Cives Midwest, Inc., (“Viking”) for a 13’ Viking-Cives VCM-C-13-82-54 201SS Drag chain spreader per MoDOT specifications with an upgrade package and stainless steel tailgate latch bar for a total cost of \$26,926.00; and

WHEREAS, City staff recommends accepting the bid of Viking and authorizing the purchase of the spreader as described herein.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts the bid of Viking for the spreader in the amount of \$26,926.00 and authorizes the City Manager to purchase the spreader and further authorizes the City Manager to take such other and further action necessary to accomplish the purpose of this Resolution.

RESOLVED this 5th day of September, 2023, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk



22956 Hwy 61
PO Box 295
Morley, MO 63767
Phone: 573-262-3545
Fax: 573-262-3369

Quote

Quote #	Date
170252	07/28/23

Customer			
CITY OF MOBERLY			
*****email invoices*****			
101 WEST REED ST			
MOBERLY	MO	65270	

Ship To			
CITY OF MOBERLY			
101 WEST REED ST			
MOBERLY	MO	65270	

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
quote tim	NET 30	DALE	07/28/23			

Item	Description	Ordered	UOM	Price Per	Total Price
SALES	per MODOT Spreader contract (60521C001600)	1.00	EA	0.00	0.00
MO18SCSPR128	13' Viking-Cives VCM-C-13-82-54 201SS drag chain spreader per MoDOT specification / includes tanks	1.00	EA	22,954.00	22,954.00
MSRP4395	Viking DOT upgrade package, which includes: manual rear-opening tailgate to allow quick dumping, removable poly floor, and remote chain tensioner (single axle)	1.00	EA	3,582.00	3,582.00
MSRP4400	Stainless steel tailgate latch bar	1.00	EA	390.00	390.00

Prepared By: dwillis@vikingcivesmidwest.com

Memo:

Customer must fill out the information below before the order can be processed.

Accepted by: _____ Date: _____ P.O.#: _____

*Quoted price does not include any applicable taxes.

*Terms are Due Upon Receipt unless prior credit

*Terms for established accounts: NET 30 days

*Please note if chassis is furnished, it is as a convenience and terms are on Receipt of Chassis

Sub-Total	26,926.00
Shipping	0.000
Discount	0.00
Taxes	0.00
Total	26,926.00

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#10.

Department: Public Works

Date: September 5, 2023

Agenda Item: A Resolution Accepting The Bid And Authorizing Contracting With Martin Equipment For The Purchase Of A Compact Track Loader For Public Works.

Summary: This is a Sourcewell Bid. Their contract is with Martin Equipment and there will be a trade in amount deducted from the price. The bid is attached.

Recommended

Action: Please approve this Resolution.

Fund Name: Street CIP

Account Number: 601.000.5502

Available Budget \$: 252,675.97

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Kimmons**

M___ S___ **Jeffrey**

M___ S___ **Kyser**

Passed Failed

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION ACCEPTING THE BID AND AUTHORIZING CONTRACTING WITH MARTIN EQUIPMENT FOR THE PURCHASE OF A COMPACT TRACK LOADER FOR PUBLIC WORKS.

WHEREAS, city staff identified the need for replacement of a compact track loader used by the Public Works department; and

WHEREAS, pursuant to Sec. 2-435 (4) of the city code providing for cooperative purchasing, city staff sought a bid through a Sourcewell Cooperative Purchasing contract with Martin Equipment (“Martin”); and

WHEREAS, attached hereto is the bid of Martin for a 2023 JD 325 G Compact Track Loader with a trade-in allowance of \$30,000.00 for a total cost of \$48,500.00; and

WHEREAS, city staff recommends accepting the bid of Martin and authorizing the purchase of the track loader as described herein.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts the bid of Martin for the track loader in the amount of \$48,500.00 and authorizes the city manager to purchase the track loader and further authorizes the City Manager to take such other and further action necessary to accomplish the purpose of this resolution.

RESOLVED this 5th day of September, 2023, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk



Martin Equipment
6787 County Road 312
Palmyra, MO 63461

Quote Issued To : CITY OF MOBERLY

MOBERLY CITY HALL
MOBERLY , MO , 65270
6602698705

Quote Issued By : Bird, Chris

QUOTATION

Quote # : 9013508
Issue Date : 8/3/2023
Expire Date : 9/23/2023
Est Delivery : 3/5/2024
FOB :

ITEMS LISTED FOR SALE

Item #	Year	Make	Model	Serial #	Hours	List Price	Sale Price
	2023	JD	325G	(TBD)	0	106,808.00	78,500.00

325G COMPACT TRACK LOADER
Cab/Heat/AC, Power QT, Hi Flow, SL & RC, 2Spd, LED Lights, Rev Fan, Chrome,
Heat Seat, Radio
Engine - Turbocharged - FT4
Cold Start Package
Engine Air Precleaner
English Operator's Manual and Decals
JDLink
Zig-Zag Bar Tread Pattern - 15.8 in. (400mm) Tracks
ISO-H Switchable Controls and EH Joystick Performance Package
Air Suspension Seat (Cloth with Heat)
2-Inch Seat Belt with Shoulder Harness
Rear View Camera
Footrest with Floormat
78 in Heavy Duty Construction Bucket (19.4 cu ft) w/ Serrated Edge
Counterweight, (Triple Set)
HD Rear Grille
Cab Severe Duty Polycarbonate Door

*****WARRANTY*****

2 YEAR OR UP TO 2000 HOUR FULL MACHINE COMPREHENSIVE WARRANTY
TRAVEL TIME AND MILEAGE ARE COVERED FOR THE FIRST 12 MONTHS
FOR WARRANTY RELATED ISSUES ONLY.

THIS MACHINE IS BEING SOLD USING THE SOURCEWELL MUNICIPAL
DISCOUNT. ACCOUNT NUMBER 94169

THANK YOU FOR THE OPPORTUNITY,
CHRIS BIRD

Total: 78,500.00

TRADE ALLOWANCES

TIV #	Year	Make	Model	Serial #	Trade Allowance
JAFTR270LDM462325	2013	CASE	TR270	JAFTR270LDM462325	30000.00
Total Trade Allowances :					30,000.00

QUOTE SUMMARY

Total Sale Price :	78,500.00
Less Trade Allowance :	30,000.00
Additional Taxable Items :	0.00
Subtotal:	48,500.00
Sales Tax :	0.00
Additional Nontaxable Items :	0.00
Total :	48,500.00

Acceptance Signature: _____ Date: _____

All quotations contingent upon strikes, delays, and conditions beyond our control. Prices subject to change with or without notice.

All prices are subject to expiration of any current sales programs and incentives.

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: Police
Date: September 5, 2023

Agenda Item: A Resolution Authorizing The City Manager Of Moberly, Missouri To Execute A Managed Services Agreement With The Tech Shop, LLC To Provide Information Technology Administrative Services To The Moberly Police Department.

Summary: The Moberly Police Department requested bids to provide technology services to the Moberly Police Department. Requests for bids were sent to 43Tc, ISG Technology, InfiniCare, and The Tech Shop, all in Columbia, MO, and Lammtech, Sedalia MO. Bids were received from InfiniCare and The Tech Shop. 43Tc did not respond to repeated requests for a bid proposal. ISG Technology and Lammtech both declined to provide an RFP at this time.

The bid from **InfiniCare** is \$54,600 per year and a \$4,000 set up fee, totaling **\$58,600**.

The bid from **The Tech Shop** is \$16,800 per year for IT services, \$6,240 a year for back-up services and \$8,160 for Office 365 per year. The total yearly cost is **\$31,200**. The Tech Shop is our current provider for our technology needs and our Office 365 email and off-site records back-up.

Both InfiniCare and The Tech Shop proposals are for a 36-month term, and both include the email and off-site back-up costs. The Tech Shop provided the lowest bid.

Recommended

Action: Please approve the Resolution.

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___ **Brubaker** ___ ___

Council Member

M___ S___ **Jeffrey** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Lucas** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER OF MOBERLY, MISSOURI TO EXECUTE A MANAGED SERVICES AGREEMENT WITH THE TECH SHOP, LLC TO PROVIDE INFORMATION TECHNOLOGY ADMINISTRATIVE SERVICES TO THE MOBERLY POLICE DEPARTMENT.

WHEREAS, the Moberly Police Department requires the use of a technology support provider and requested bids for a three-year term from five technology companies and received two responses; and

WHEREAS, attached hereto are invoices or proposals from The Tech Company and Infini Care for the requested services; and

WHEREAS, The Tech Shop LLC, bid of \$16,800.00 per year for IT services, \$6,240.00 per year for cloud back-up services and \$8,160.00 per year for Office 365 was the lowest responsible bid; and

WHEREAS, the terms and conditions of the invoice/agreement with The Tech Shop, LLC are attached hereto and incorporated herein.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves the bid of The Tech Shop, LLC and authorizes the City Manager to execute the Agreement on behalf of the City and to take such other and further action necessary to accomplish the purpose of this Resolution.

RESOLVED this 5th day of September, 2023, by the Council of the City of Moberly, Missouri.

 Presiding Officer at Meeting

ATTEST:

 Shannon Hance, MRCC, City Clerk

THE TECH SHOP

SIMPLIFYING TECHNOLOGY

MANAGED SERVICES AGREEMENT TERMS AND CONDITIONS

The Tech Shop's Managed Services agreement is our comprehensive IT management program providing proactive IT monitoring, support services, and maintenance of your technology infrastructure. We will install an agent that operates in the background of each protected computer and server which will allow for centralized reporting, management, and remote support from our professional technical team.

Features of our Agent Include:

Service	What it Does	Benefits
Daily Safety Checks	<ul style="list-style-type: none"> -Verifies status of backup/antivirus systems -Monitors unauthorized login attempts -System vulnerability checks 	<ul style="list-style-type: none"> -Provides added layer of protection -Enhances Security -Provides peace of mind
Daily Health Checks	<ul style="list-style-type: none"> -Comprehensive scan of your system and logs -Checks extensive list of applications and services -Identifies potential problems in advance 	<ul style="list-style-type: none"> -Less downtime -Provides improved insight into your systems health and performance
Weekly Reporting	<ul style="list-style-type: none"> -Delivers a detailed report to your inbox each week 	<ul style="list-style-type: none"> -Helps you keep informed on the health and security of your critical IT assets
24/7 Monitoring	<ul style="list-style-type: none"> -Checks all network and internet connections -Delivers information quickly about errors -Highlights problems that need fixed 	<ul style="list-style-type: none"> -Identifies a comprehensive range of issues before damage is done -Maximizes system performance
Proactive Maintenance	<ul style="list-style-type: none"> -Provides patching and security updates to the OS -Manage and installs all software updates -Manages other automated tasks 	<ul style="list-style-type: none"> -Improves system performance and uptime -Helps you work smarter and faster -Cost effective solution
Managed Antivirus	<ul style="list-style-type: none"> -Finely tuned Antivirus protection policies -Managed quarantined system -Zero day threat protection 	<ul style="list-style-type: none"> -Reduces downtime and needless IT service calls due to PC infections

Remote Access

One great benefit of our managed services program is the world class remote access support. This allows our technicians to amend most problems remotely. This provides a much more rapid response time compared to a service call. This also eliminates additional expenses associated with unnecessary on-site service calls.

Management Fee Includes:

- Agent licensing fee, which INCLUDES truly managed antivirus, daily safety checks, and weekly reports.
- Unlimited Remote Support of end users including desktops, workstations, laptops, and tablets.
- Adds, moves, and changes for email and active directory systems.
- Remote troubleshooting, maintenance, and repair of data networks.
- Remote troubleshooting, maintenance, and repair of server, storage, and virtual infrastructure
- Consultation on new technology available and recommendations on technology upgrades.

Items Not Covered:

- The cost of any hardware or software
 - Examples include hardware upgrades, hardware required to repair covered equipment, software upgrades, and new hardware/software
- Implementation of significant infrastructure (Servers, networking, storage, firewall, etc.) changes and/or new applications. These new deployments will be performed on a project basis with a clear, concise price and statement of work defining the requirements and expectations prior to commencement.
- Physical Wiring
- Any onsite assistance not covered by the terms of this agreement

Overview

This agreement covers just about everything including antivirus, server management, workstation management, and more. In essence, the only things not covered by this are required hardware for repairs, any future purchases or changes to the infrastructure, and onsite assistance. We strive to have a <1-day response time to all of our contract clients, and have been very successful at meeting that goal thus far.

Terms

This agreement between **The Tech Shop** and **Moberly Police Department** shall commence on September 1, 2023 and shall continue until August 31, 2026 for a three year term at the predetermined rate of **\$16800** per **year**, paid on or prior to the beginning of the term. A contract buyout is available for **Moberly Police Department** if they so choose. The buyout will be for the sum of the remainder of the contract, or the sum of 6 months of service, whichever is less. 60 days prior to the termination of this agreement, terms will be revisited for the next agreement. Services provided that go beyond the scope of this agreement will be billed at a flat hourly rate, or per job if a bid is required; See above for items not covered. Signature below acknowledges these terms.

The Tech Shop

_____ Date:_____

Michael Triebsch, Owner

Moberly Police Department

_____ Date:_____

Name (Printed):_____ Title:_____

The Tech Shop
PO Box 676
Columbia, MO 65205
5736150555
Support@TheTechShopMO.com
www.thetechshopmo.com



#11.

INVOICE

BILL TO
Moberly Police Department

INVOICE # 4869
DATE 10/01/2023

ACTIVITY	QTY	RATE	AMOUNT
Microsoft Office 365 Office 365 Business License - Yearly (Billed at \$17 / user / month)	40	204.00	8,160.00
BALANCE DUE			\$8,160.00

The Tech Shop

PO Box 676

Columbia, MO 65205

5736150555

Support@TheTechShopMO.com

www.thetechshopmo.com

THE TECH SHOP
SIMPLIFYING TECHNOLOGY

#11.

INVOICE

BILL TO

Moberly Police Department

INVOICE # 4868**DATE 09/01/2023**

ACTIVITY	QTY	RATE	AMOUNT
Service Agreement	1	6,240.00	6,240.00
Hybrid Onsite / Cloud Backup Plan (BILLED ANNUALLY)			
-Full Image Backup			
-Cloud and Onsite Storage for Redundancy			
-5TB Allowance			
-Encrypted			
-Server Images, Full NAS Backups			
-Includes Onsite Storage for Backups			

BALANCE DUE

\$6,240.00

City of Moberly

City Council Agenda Summary

Agenda Number: #12.

Department: Public Works

Date: September 5, 2023

Agenda Item: A Resolution Authorizing Two Mutual Lease Termination Agreements And Approving New Lease Agreements With Titus Chupp And ExcelAir8, LLC For Property Located At Omar N. Bradley Airport And Authorizing The City Manager To Execute The Agreements And Leases.

Summary: ExcelAir8 needs the offices and extra capacity of the 80'x100'. We have people switch around hangars from time to time when someone gets more planes or downsizes. Titus Chupp just needs storage for his planes, and the bigger hanger will be better for ExcelAir8's business purposes.

Recommended

Action: Please approve this Resolution.

Fund Name: Airport

Account Number: 120.000.

Available Budget \$: 10,088.00 & 17,000.00

ATTACHMENTS:

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

Roll Call

Aye Nay

Mayor

M___ S___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Kimmons**

M___ S___ **Jeffrey**

M___ S___ **Kyser**

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING TWO MUTUAL LEASE TERMINATION AGREEMENTS AND APPROVING NEW LEASE AGREEMENTS WITH TITUS CHUPP AND EXCELAIR8, LLC FOR PROPERTY LOCATED AT OMAR N. BRADLEY AIRPORT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS AND LEASES.

WHEREAS, Titus Chupp (“Chupp”) entered into a lease agreement with the City for property located at Omar Bradley Airport on September 6, 2022, and ExcelAir8, LLC (“Excel”) entered into a lease agreement with the City for property located at Omar Bradley Airport on May 10, 2023; and

WHEREAS, Chupp and Excel desire to switch lease locations and requested that the City agree to terminate both existing leases and to enter into new fifteen year leases at their new locations; and

WHEREAS, attached hereto are two Mutual Lease Termination Agreements between the City and Chupp and Excel which will serve to terminate their existing leases and all obligations thereunder; and

WHEREAS, new lease agreements are attached hereto which provide for fifteen-year lease terms for both Chupp and Excel beginning upon acceptance by the City Council and setting forth the rights and liabilities of the parties.

NOW, THEREFORE, the Mutual Lease Termination Agreements are hereby authorized and the two new lease agreements with Chupp and Excel are hereby approved and the City Manager or his designee is hereby authorized to execute the Agreements and the leases on behalf of the City of Moberly, Missouri and to take such other action as may be necessary to carry out the purpose of this Resolution.

RESOLVED this 5th day of September, 2023, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

MUTUAL LEASE TERMINATION AGREEMENT

This Mutual Lease Termination Agreement (the "Agreement") is entered into this ____ day of _____, 2023, by and between Titus Chupp, (the "Lessee") and the City of Moberly, Missouri, (the "Lessor"). Lessee and Lessor will sometimes be collectively referred to within this Agreement as the Parties.

RECITALS

WHEREAS, on or about September 6, 2022, Lessor and Lessee entered into a Lease (the "Lease") for premises described as Lots One (1) through Six (6) of the Omar Bradley Airport, First Addition of Moberly or more commonly known as 3570 East Outer Road, Moberly, MO.

WHEREAS, the lease is for a term of fifteen (15) years from and after the 13th of September, 2022, at the rate of \$.15 sq. ft. per year for an 8,000 sq. ft. structure.

WHEREAS, Lessor and Lessee desire to enter into this Agreement for the purpose of terminating the Lease; establishing their relative rights, duties and obligations under the Lease up through and including the Termination Date; and establishing their relative rights, duties and obligations following the termination of the Lease.

NOW, THEREFORE, the parties hereby agree as follows:

LEASE TERMINATION.

Lessor and Lessee each acknowledges and agrees that the Lease and all of the Parties' right, title and interest under the Lease and any estate created thereby shall be deemed terminated effective on the date this Agreement is approved by a Resolution of the Moberly City Council; provided, however, that the following obligations of the Lessee shall not be released and shall survive termination of the Lease; (i) Lessee's obligation to return the premises in good operating condition and state of repair, ordinary wear and tear excepted; (ii) tenant's obligation to pay all rent and other amounts due under the Lease through termination date.

RETURN OF POSSESSION.

Lessee will surrender and return possession of the premises to Lessor upon execution of this Agreement in the same condition as exists at the time of leasing, ordinary wear and tear excepted, and free and clear of all Lessee's personal property, trash and other removable items and free and clear of any leasehold occupants.

NEW LEASE EXECUTION.

It is understood and agreed that consideration for this Agreement includes Lessee's agreement to enter into a new lease agreement at a different location at the Omar Bradley Airport immediately upon the termination of the existing lease. Lessee is familiar with the terms of the new lease and intends to enter into the new lease.

BINDING EFFECT.

This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns, estates and personal representatives of the Parties.

ENTIRE AGREEMENT.

This Agreement is entered into by each of the parties without reliance upon any statement, representation, promise, inducement, or agreement not expressly contained within this Agreement. This Agreement constitutes the entire agreement between the Parties.

MODIFICATIONS.

This Agreement shall not be amended or modified except in a writing signed by each of the Parties affected by such amendment or modification.

AUTHORITY.

Any person executing this Agreement on behalf of a corporation, municipality, partnership or estate warrants that he or she has been duly authorized by such entity or estate to execute this Agreement on its behalf pursuant to duly adopted resolutions, order or some other document or agreement empowering him or her to do so.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

LESSOR

CITY OF MOBERLY, MISSOURI

LESSEE

TITUS CHUPP

By: Brian Crane, City Manager

Titus Chupp

MUTUAL LEASE TERMINATION AGREEMENT

This Mutual Lease Termination Agreement (the "Agreement") is entered into this ____ day of _____, 2023, by and between ExcelAir8, LLC, (the "Lessee") and the City of Moberly, Missouri, (the "Lessor"). Lessee and Lessor will sometimes be collectively referred to within this Agreement as the Parties.

RECITALS

WHEREAS, on or about May 10, 2023, Lessor and Lessee entered into a Lease (the "Lease") for premises described as All of Lots 17, 18, 19, 20, 21 and 22 of Block 1 of the Omar Bradley Airport, First Addition to the City of Moberly, Missouri, as recorded in Book 529B at Page 1, subject to a 25 foot building setback from the North line of said Lots and those parts within the runway threshold or more commonly known as 3555 East Outer Road, Moberly, MO.

WHEREAS, the lease is for a term of fifteen (15) years from and after the 10th day of May, 2023, at the rate of \$.15 sq. ft. per year for an 6,400 sq. ft. structure.

WHEREAS, Lessor and Lessee desire to enter into this Agreement for the purpose of terminating the Lease; establishing their relative rights, duties and obligations under the Lease up through and including the Termination Date; and establishing their relative rights, duties and obligations following the termination of the Lease.

NOW, THEREFORE, the parties hereby agree as follows:

LEASE TERMINATION.

Lessor and Lessee each acknowledges and agrees that the Lease and all of the Parties' right, title and interest under the Lease and any estate created thereby shall be deemed terminated effective on the date this Agreement is approved by a Resolution of the Moberly City Council; provided, however, that the following obligations of the Lessee shall not be released and shall survive termination of the Lease; (i) Lessee's obligation to return the premises in good operating condition and state of repair, ordinary wear and tear excepted; (ii) tenant's obligation to pay all rent and other amounts due under the Lease through termination date.

RETURN OF POSSESSION.

Lessee will surrender and return possession of the premises to Lessor upon execution of this Agreement in the same condition as exists at the time of leasing, ordinary wear and tear excepted, and free and clear of all Lessee's personal property, trash and other removable items and free and clear of any leasehold occupants.

NEW LEASE EXECUTION.

It is understood and agreed that consideration for this Agreement includes Lessee's agreement to enter into a new lease agreement at a different location at the Omar Bradley Airport immediately upon the termination of the existing lease. Lessee is familiar with the terms of the new lease and intends to enter into the new lease.

BINDING EFFECT.

This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns, estates and personal representatives of the Parties.

ENTIRE AGREEMENT.

This Agreement is entered into by each of the parties without reliance upon any statement, representation, promise, inducement, or agreement not expressly contained within this Agreement. This Agreement constitutes the entire agreement between the Parties.

MODIFICATIONS.

This Agreement shall not be amended or modified except in a writing signed by each of the Parties affected by such amendment or modification.

AUTHORITY.

Any person executing this Agreement on behalf of a corporation, municipality, partnership or estate warrants that he or she has been duly authorized by such entity or estate to execute this Agreement on its behalf pursuant to duly adopted resolutions, order or some other document or agreement empowering him or her to do so.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

LESSOR

CITY OF MOBERLY, MISSOURI

LESSEE

EXCELAIR8, LLC

By: Brian Crane, City Manager

By: Cameron Phillips, President

LEASE

THIS LEASE made this the _____ day of _____, 20 _____ by and between the **City of Moberly, Missouri, a municipal corporation**, hereinafter called the “Lessor” and **ExcelAir8**, hereinafter called “Lessee”.

WITNESSETH:

The Lessor leases to the Lessee premises located in the County of Randolph and State of Missouri, as follows:

Lots One (1) through Six (6) of the Omar Bradley Airport, First Addition of Moberly or more commonly known as 3570 East Outer Road, Moberly, MO.

1. To have and to hold the premises, containing **8,000 sq. ft.** of structure for a term of fifteen (15) years from and after the _____ day of _____, 20 _____.
2. It is further understood and agreed by and between the parties that in addition to the payment by the Lessee of the cost of the construction of the airport hangar building located on the above described premises Lessee will pay as a rental fee per square foot of structure upon the above described lands to the City during the term hereof, at the rate of \$.17 sq. ft. per year, payable annually in advance, the first of said payments being due upon the execution of this lease, and the remaining payments being due on the third day of January thereafter during the primary terms hereof. It is understood and agreed by and between the parties that time is of the essence of this contract and Lessee does hereby bind him/her to pay promptly said rental payments for the full term hereof. Failure to make timely rental payments will be grounds for default. Also if Lessee shall violate any of the restrictions in this lease, or shall fail to keep any of its covenants after written notice to cease such violation and shall fail to correct such violation within thirty days, the Lessor may at once, if it so

elects, terminate the same and take possession of the premises. It is further understood and agreed that there shall be a mandatory site lease rent cost review by the airport advisory committee every fifth year, for the duration of the lease, for possible rent adjustment, based on inflation factors, not to exceed CPI, and airport improvements.

3. The Lessee shall have the right to erect, maintain and alter buildings or structure upon said premises providing such buildings or structures conform to the Building Code requirements of the City of Moberly, now or hereafter in effect. All plans for such buildings or structures shall be reviewed and approved by the said Airport Committee. Title to the building(s) erected by the Lessee shall remain with the Lessee and shall be transferable during the term of the lease (see item #9). Lessee agrees to comply with all city building code, inspection and permit requirements during the construction of the hangar building.

4. The building upon the premises shall be maintained in all respects by the Lessee during the term of this lease. The Lessee shall not make any substantial alteration in the external elevation or architectural design of the building after the same is constructed or injure or remove any of the principal walls or supporting timbers thereof without the consent in writing of the Lessor. The building upon the premises herein leased shall be used solely for the purpose of storage, repair and maintenance of aircraft and other purposes incidental to general aviation. The Lessor shall have the privilege of terminating this lease upon sixty (60) days' notice to Lessee that such lease will be terminated unless necessary repairs are made.

5. In the event of fire or any other casualty, the owner of such structure so affected shall either repair or replace the building to its original condition or return site to original condition. Such action must be accomplished within 90 days of the date the damage occurred. Upon petition by the Lessee, the Lessor may grant an extension of time if it appears such extension is warranted.

6. It is understood that the Lessor will maintain the apron and provide snow removal for the apron and ramps providing access to the leased premises.

7. Lessor agrees that following termination of this lease that Lessee shall have the right of first refusal to rent or lease the subject realty at the then prevailing rate and upon the then currently acceptable conditions. At the termination of this lease, whether the same be at the end of the lease or prior termination for cause, the Lessee shall surrender the premises, with all buildings erected thereon and additions thereto to the Lessor. Any building erected upon the premises herein leased or any fixture of a permanent nature placed upon said premises, including driveway, runways, or aprons, shall at the termination of this lease become the property of the Lessor without payment of any nature whatsoever to the Lessee, provided the Lessee does not wish to sell the facility or renew the lease.

8. The Lessee shall not suffer the premises or any improvements thereon to become subject to any lien, charge or any encumbrance whatsoever; it is being expressly agreed that the Lessee shall have no authority express or implied to create any lien, charge, or encumbrance upon the premises or the improvements thereon.

9. The Lessee shall not assign this lease, except with the Lessor's written consent.

10. Lessee agrees during the term of this lease not to interfere with the normal operations of the airport.

11. Lessee agrees that said hanger will be used only for the storage maintenance and operation of the Lessee's private aircraft and no services are provided to the general public, unless a business license is acquired and all other requirements of a commercial property are met, and the business is wholly aviation related. Final determination for "Aviation Related" will be made by the Airport Board.

12. It is agreed that the Lessor and its agents and servants at all reasonable times shall have the right to enter upon the premises leased to view the condition of the premises and the building.

13. The Lessee shall indemnify and hold harmless the City and all of its officers, agents, and employees from all suits or claims of any character brought for or on account of any injuries received by any person or property resulting from the lease, except to the extent such suit, action or claim is caused by the sole negligence or willful misconduct of the City, its officers, employees or agents.

14. The Lessee agrees to indemnify Lessor against all costs and expenses lawfully and reasonably incurred in or about the premises in the defense of action or proceedings, or in the discharge of the premises for any charge, lien or encumbrance or in obtaining possession after default of the Lessee, or the termination of this lease.

15. The Lessee agrees to remove any buildings on the premises that the Lessor determines to be a detriment to the premises at the sole expense of the Lessee. Lessor reserves the right (but shall not be obligated to Lessee) to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.

16. Lessor reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance.

17. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the airport which in the opinion of Lessor would limit the usefulness of the airport or constitute a hazard to aircraft.

18. During time of war or national emergency Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area,

the publicly-owned air navigation facilities and/or other area or facilities of the Airport. If any such agreement is executed, the provision of the agreement with the Lessor shall be suspended.

19. It is understood and agreed that the rights granted by this agreement will not be exercised in such a way to interfere with or adversely affect the use, operation, maintenance or development of a federally obligated Airport.

20. No official, officer, agent, attorney, employee, or representative of the City shall be personally liable to the Lessee or any other third party or their successors, assigns, heirs or personal representatives in the event of any default or breach by any party under this Lease.

21. Nothing contained in this Lease nor any act of Lessee or the City shall be deemed or construed to create a partnership, joint venture or agency relationship between the parties, or their agents or representatives and this lease is solely for the purpose of leasing the described property. The parties do not intend to confer any benefit under this Lease on any person or entity other than the parties named hereto.

22. All covenants, stipulation and agreements to this lease shall extend to and bind the successors and assigns of the parties respectively by and to whom the same have been made.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first above written.

CITY OF MOBERLY, MISSOURI
A Municipal Corporation

BY _____
Thomas E Sanders, Public Works Director

ATTEST:

BY _____
Cameron Phillips

STATE OF MISSOURI)
) SS
COUNTY OF RANDOLPH)

On this _____ day of _____, 20 _____, before me personally appeared Thomas E. Sanders, to me personally known, who, being by me duly sworn, did say that he is the Public Works Director of the City of Moberly, Missouri, a municipal corporation, and that the seal affixed to the foregoing instrument is the seal of said municipality and that said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Public Works Director, Thomas E. Sanders acknowledged said instrument to be the free act of deed of said municipality.

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

My Commission expires _____.

Notary Public

STATE OF MISSOURI)
) SS
 COUNTY OF RANDOLPH)

On this _____ day of _____, 20 _____, before me personally appeared Cameron Phillips, to me personally known, who, being by me duly sworn, did say that he is the President of ExcelAir8, and that the seal affixed to the foregoing instrument is the corporation seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Cameron Phillips acknowledged said instrument to be the free act of deed of said corporation.

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

My Commission expires _____.

Notary Public

LEASE

THIS LEASE made this the _____ day of _____, 2023 by and between the **City of Moberly, Missouri, a municipal corporation**, hereinafter called the “Lessor” and DBS Investments, hereinafter called “Lessee”.

WITNESSETH:

The Lessor leases to the Lessee premises located in the County of Randolph and State of Missouri, as follows:

All of Lots 17, 18, 19, 20, 21 and 22 of Block 1 of the Omar Bradley Airport, First Addition to the City of Moberly, Missouri, as recorded in Book 529B at Page 1. Subject to a 25-foot building setback from the North line of said Lots and those parts within the runway threshold or more commonly known as 3555 East Outer Road, Moberly, MO.

1. To have and to hold the premises, containing 6,400 sq. ft. of structure for a term of fifteen (15) years from and after the _____ day of _____, 2023.

2. It is further understood and agreed by and between the parties that in addition to the payment by the Lessee of the cost of the construction of the airport hangar building located on the above described premises Lessee will pay as a rental fee per square foot of structure upon the above described lands to the City during the term hereof, at the rate of \$.17 sq. ft. per year, payable annually in advance, the first of said payments being due upon the execution of this lease, and the remaining payments being due on the third day of January thereafter during the primary terms hereof. It is understood and agreed by and between the parties that time is of the essence of this contract and Lessee does hereby bind him/her to pay promptly said rental payments for the full term hereof. Failure to make timely rental payments will be grounds for default. Also if Lessee shall violate any of the restrictions in this lease, or shall fail to keep any of its covenants after written notice to cease such

violation and shall fail to correct such violation within thirty days, the Lessor may at once, if it so elects, terminate the same and take possession of the premises. It is further understood and agreed that there shall be a mandatory site lease rent cost review by the airport advisory committee every fifth year, for the duration of the lease, for possible rent adjustment, based on inflation factors, not to exceed CPI, and airport improvements.

3. The Lessee shall have the right to erect, maintain and alter buildings or structure upon said premises providing such buildings or structures conform to the Building Code requirements of the City of Moberly, now or hereafter in effect. All plans for such buildings or structures shall be reviewed and approved by the said Airport Committee. Title to the building(s) erected by the Lessee shall remain with the Lessee and shall be transferable during the term of the lease (see item #9). Lessee agrees to comply with all city building code, inspection and permit requirements during the construction of the hangar building.

4. The building upon the premises shall be maintained in all respects by the Lessee during the term of this lease. The Lessee shall not make any substantial alteration in the external elevation or architectural design of the building after the same is constructed or injure or remove any of the principal walls or supporting timbers thereof without the consent in writing of the Lessor. The building upon the premises herein leased shall be used solely for the purpose of storage, repair and maintenance of aircraft and other purposes incidental to general aviation. The Lessor shall have the privilege of terminating this lease upon sixty (60) days' notice to Lessee that such lease will be terminated unless necessary repairs are made.

5. In the event of fire or any other casualty, the owner of such structure so affected shall either repair or replace the building to its original condition or return site to original condition. Such

action must be accomplished within 90 days of the date the damage occurred. Upon petition by the Lessee, the Lessor may grant an extension of time if it appears such extension is warranted.

6. It is understood that the Lessor will maintain the apron and provide snow removal for the apron and ramps providing access to the leased premises.

7. Lessor agrees that following termination of this lease that Lessee shall have the right of first refusal to rent or lease the subject realty at the then prevailing rate and upon the then currently acceptable conditions. At the termination of this lease, whether the same be at the end of the lease or prior termination for cause, the Lessee shall surrender the premises, with all buildings erected thereon and additions thereto to the Lessor. Any building erected upon the premises herein leased or any fixture of a permanent nature placed upon said premises, including driveway, runways, or aprons, shall at the termination of this lease become the property of the Lessor without payment of any nature whatsoever to the Lessee, provided the Lessee does not wish to sell the facility or renew the lease.

8. The Lessee shall not suffer the premises or any improvements thereon to become subject to any lien, charge or any encumbrance whatsoever; it is being expressly agreed that the Lessee shall have no authority express or implied to create any lien, charge, or encumbrance upon the premises or the improvements thereon.

9. The Lessee shall not assign this lease, except with the Lessor's written consent.

10. Lessee agrees during the term of this lease not to interfere with the normal operations of the airport.

11. Lessee agrees that said hanger will be used only for the storage maintenance and operation of the Lessee's private aircraft and no services are provided to the general public, unless a business license is acquired and all other requirements of a commercial property are met, and the business is wholly aviation related. Final determination for "Aviation Related" will be made by the Airport Board.

12. It is agreed that the Lessor and its agents and servants at all reasonable times shall have the right to enter upon the premises leased to view the condition of the premises and the building.

13. The Lessee shall indemnify and hold harmless the City and all of its officers, agents, and employees from all suits or claims of any character brought for or on account of any injuries received by any person or property resulting from the lease, except to the extent such suit, action or claim is caused by the sole negligence or willful misconduct of the City, its officers, employees or agents.

14. The Lessee agrees to indemnify Lessor against all costs and expenses lawfully and reasonably incurred in or about the premises in the defense of action or proceedings, or in the discharge of the premises for any charge, lien or encumbrance or in obtaining possession after default of the Lessee, or the termination of this lease.

15. The Lessee agrees to remove any buildings on the premises that the Lessor determines to be a detriment to the premises at the sole expense of the Lessee. Lessor reserves the right (but shall not be obligated to Lessee) to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.

16. Lessor reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance.

17. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the airport which in the opinion of Lessor would limit the usefulness of the airport or constitute a hazard to aircraft.

18. During time of war or national emergency Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other area or facilities of the Airport. If any such agreement is executed, the provision of the agreement with the Lessor shall be suspended.

19. It is understood and agreed that the rights granted by this agreement will not be exercised in such a way to interfere with or adversely affect the use, operation, maintenance or development of a federally obligated Airport.

20. No official, officer, agent, attorney, employee, or representative of the City shall be personally liable to the Lessee or any other third party or their successors, assigns, heirs or personal representatives in the event of any default or breach by any party under this Lease.

21. Nothing contained in this Lease nor any act of Lessee or the City shall be deemed or construed to create a partnership, joint venture or agency relationship between the parties, or their agents or representatives and this lease is solely for the purpose of leasing the described property. The parties do not intend to confer any benefit under this Lease on any person or entity other than the parties named hereto.

22. All covenants, stipulation and agreements to this lease shall extend to and bind the successors and assigns of the parties respectively by and to whom the same have been made.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first above written.

CITY OF MOBERLY, MISSOURI
A Municipal Corporation

BY _____
Thomas E. Sanders, Public Works Director

ATTEST:

BY _____
Titus Chupp

STATE OF MISSOURI)
) SS
COUNTY OF RANDOLPH)

On this _____ day of _____, 20 _____, before me personally appeared Thomas E. Sanders, to me personally known, who, being by me duly sworn, did say that he is the Public Works Director of the City of Moberly, Missouri, a municipal corporation, and that the seal affixed to the foregoing instrument is the seal of said municipality and that said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Public Works Director, Thomas E. Sanders acknowledged said instrument to be the free act of deed of said municipality.

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

My Commission expires _____.

Notary Public

STATE OF MISSOURI)
) SS
 COUNTY OF RANDOLPH)

On this _____ day of _____, 20, before me personally appeared Titus Chupp, to me personally known, who, being by me duly sworn, did say that he is the Owner of DBS Investments, and that the seal affixed to the foregoing instrument is the corporation seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Titus Chupp acknowledged said instrument to be the free act of deed of said corporation.

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

My Commission expires _____.

Notary Public

City of Moberly

City Council Agenda Summary

Agenda Number: #13.

Department: Administration

Date: September 5, 2023

Agenda Item: An Ordinance Approving A Cooperation Agreement For Funding Of Placer.AI Services With The Moberly Chamber Of Commerce, Inc., And The Downtown Moberly Community Improvement District.

Summary: Recently, the Tourism Commission reviewed a tracking system through Placer and another company to help with understanding visitors and traffic for events and programs in Moberly. After the review, it was determined this would be a great tool for determining and quantifying tourism efforts in the area. The Chamber, as tourism contractor, reached out to various entities that would benefit from access to this information. The attached agreement outlines the amounts each entity would contribute to this service. This service will help these entities learn how residents and employees are moving into and out of our community. This will assist in seeing how migration affects the local economy by exploring demographic changes.

Recommended Action: Approve this Ordinance.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye Nay

Mayor

M___ S___ **Brubaker** ___ ___

Council Member

M___ S___ **Lucas** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Kyser** ___ ___

M___ S___ **Jeffrey** ___ ___

Passed Failed

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A COOPERATION AGREEMENT FOR FUNDING OF PLACER.AI SERVICES WITH THE MOBERLY CHAMBER OF COMMERCE, INC., AND THE DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT.

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

SECTION ONE: Attached hereto is a Cooperation Agreement for Funding of Placer.AI Services (the “Agreement”) with the Moberly Chamber of Commerce, Inc. (“Chamber”) and the Downtown Moberly Community Improvement District (“CID”) which agreement will allow the Chamber to contract with Placer Labs, Inc., for a service known as Placer.AI and to administer said contract for a term of two years.

SECTION TWO: The Agreement provides for the City to contribute Two Thousand Dollars (\$2,000.00) annually for a period of two years toward the cost of the Placer.AI service.

SECTION THREE: The City Council hereby approves the Agreement and hereby authorizes the Mayor of the City of Moberly to execute said Agreement on behalf of the City.

SECTION THREE: This Ordinance shall be in full force and effect from and after its passage and adoption by the Council of the City of Moberly, Missouri, and its signature by the officer presiding at the meeting at which it was passed and adopted and further the Council authorizes the City Manager to take such other and further action as may be required to accomplish the purposes of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 5th day of September, 2023.

ATTEST:

Presiding Officer at Meeting

Shannon Hance, MRCC, City Clerk

COOPERATION AGREEMENT FOR FUNDING OF PLACER.AI SERVICES

THIS COOPERATION AGREEMENT FOR FUNDING OF PLACER.AI SERVICES (this “**Agreement**”) is made and entered into as of the _____ day of _____, 2023, (the “**Effective Date**”) by and among the MOBERLY CHAMBER OF COMMERCE, INC., a Missouri not for profit corporation having a principal office at 211 West Reed Street, Moberly Missouri 65270 (the “**Chamber**”); the CITY OF MOBERLY, MISSOURI, a city of the third classification and Missouri municipal corporation having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**City**”); the DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT, a community improvement district and Missouri political subdivision established pursuant to sections [67.1401 through 67.1571](#) of the Revised Statutes of Missouri, as amended and having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**District**”); and the COUNTY OF RANDOLPH, by and through the Randolph County Commission, a Missouri county of the third class having a principal office at 372 HWY JJ, Huntsville, Missouri 65259 (the “**County**” and, collectively with each of the foregoing, the “**Parties**”).

RECITALS

A. Sections 70.210 through 70.320 of the Revised Statutes of Missouri, as amended, authorize municipalities and other political subdivisions to contract and cooperate with other municipalities and political subdivisions and with any private person, firm, association or corporation for the planning, development, or operation of any public service, the subject and purposes of which are within the scope of the powers of such municipality or political subdivision, including without limitation the promotion of tourism.

B. The Chamber has tested certain demographic and consumer counting, location, and data services available from Placer Labs, Inc. through a service known as Placer.ai and then distributed samples of such data to the City, the District, and the County, and all parties desire to secure a contract for the Placer.ai service, which is expected to further the purposes of the District and to aid in further promotion of tourism for the region.

C. The Chamber negotiated a potential service contract for such service at a cost of \$12,000 per year for a period of two years, for a total cost of \$24,000, with the Chamber hosting and contracting directly for such service.

D. The parties desire to contribute funding for such service, subject to annual appropriation, in the amounts set forth below, all as further provided in and subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

1. **Undertakings by Chamber.** The Chamber shall contract for and administer services through the Placer.ai platform that will substantially include, without limitation, the capability of generating tourism and demographic reports on the following:

- Accurate foot traffic counts and dwell time
- Displays of frequent-visitors-density by home and work locations
- Customers' demographics, interests, and time spent at relevant locations
- Where customers are coming from and going to, and the routes they take
- Benchmarking of foot traffic, market share, audiences, and other key metrics
- Competitive insights

The Chamber shall contract for such services for a period not to exceed two (2) years at a total cost not to exceed twelve thousand dollars (\$12,000.00) per year. The Chamber shall further work cooperatively with the other Parties to promptly provide information available from such contracted services to the other Parties as may be reasonably requested.

2. **Funding Obligations.**

- a. The Parties agree to provide the following annual funding amounts to support securing the services described above:

District:	\$4,000 per year
City (through its Parks & Rec. Dept.):	\$2,000 per year
Chamber (from Tourism funds):	\$4,000 per year
County:	\$2,000 per year

- b. The Chamber shall invoice each Party for its respective funding contribution and each Party shall pay the Chamber for the amount of such invoice promptly.

3. **Term.** Subject to an Event of Non-Appropriation as defined below, the term of this Agreement shall commence on September 1, 2023 or the date the final party hereto executes said Agreement, whichever is later (the "Effective Date") and remain in force and effect for a period of Two (2) years following the Effective Date. This Agreement shall not renew without further written agreement of the Parties.

4. **Subject to Annual Appropriations.** In the event that any Party fails to appropriate or otherwise allocate funds sufficient to satisfy the obligations of such Party under this Agreement for the succeeding fiscal year of such party (an "**Event of Non-Appropriation**"), then the funding obligations of such Party shall terminate as of the last day of the then current fiscal year of such party. If an Even of Non-Appropriation occurs, the Party failing to make such appropriation or allocation shall promptly provide written notice to the other Parties, and the other Parties shall then promptly meet and confer to develop a plan for proceeding under this Agreement without the participation of the Party causing the Event of Non-Appropriation. Subject to the possibility of an

Event of Non-Appropriation, each Party hereby affirms its intention to continue funding its obligations under this Agreement in its second year.

5. **Mutual Cooperation.** Each Party to this Agreement hereby agrees and covenants: (i) to cooperate in good faith with one another in each of the undertakings authorized by this Agreement; (ii) to promptly make and deliver such timely decisions as may be required to permit the other Parties to perform their obligations under this Agreement; (iii) to take such actions and execute and deliver such further documents and instruments as may be reasonably necessary to facilitate the undertakings authorized by this Agreement and which do not impair the rights of the acting or signing Party as they exist under this Agreement; and (iv) to otherwise aid and assist each other in carrying out the terms, provisions and intent of this Agreement.

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

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

If to the Chamber: Moberly Chamber of Commerce, Inc.
101 West Reed Street
Moberly, Missouri 65270
Attention: President and Board of Directors

If to the City City of Moberly
101 West Reed Street – City Hall
Moberly, Missouri 65270
Attention: City Manager

If to the County County of Randolph
County Administration Building
Huntsville, Missouri 65259
Attention: Presiding Commissioner

If to the District: Downtown Moberly Community Improvement District
101 West Reed Street
Moberly, Missouri 65270
Attention: Chair and Board of Directors

with a copy to: Cunningham, Vogel & Rost, P.C.
 3660 South Geyer Road, Suite 340
 St. Louis, Missouri 63127
 Attention: Greg H. Dohrman, Esq.

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

8. **Limited Assignment.** This Agreement shall not be assignable by any Party without prior written consent of the other Parties.

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

10. **No Waiver of Sovereign or Official Immunity.** Nothing in this Agreement shall be deemed or give rise to a waiver of the sovereign or official immunity of the City, County, or the District.

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

12. **Entire Agreement; Amendment; Counterparts.** The Parties agree that this Agreement constitutes the entire agreement among the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties with respect to the subject matter hereof. This Agreement shall be amended only in writing and effective when signed by the duly authorized agents of each of the Parties. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

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

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

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

**MOBERLY CHAMBER OF COMMERCE,
INC.**

By: _____
Printed name:
Title:

ATTEST:

By: _____
Title:

CITY OF MOBERLY, MISSOURI,

By: _____
Mayor

ATTEST:

By: _____
Shannon Hance, City Clerk

THE COUNTY OF RANDOLPH

By: _____
Presiding Commissioner

ATTEST:

By: _____
County Clerk

**DOWNTOWN MOBERLY COMMUNITY
IMPROVEMENT DISTRICT**

By: B. C.
Chair

ATTEST:

By: Doug Sharp
Secretary

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: Administration
Date: September 5, 2023

Agenda Item: An Ordinance Repealing Ordinance #9134 Adopted January 19, 2016, Appointing Brian Crane As City Manager And Appointing Randall Thompson As Interim City Manager Of Moberly, Missouri Effective September 15, 2023.

Summary: This ordinance will appoint Randall Thompson as Interim City Manager for the City of Moberly, Missouri due to Brian Crane tendered his resignation effective September 15, 2023.

Recommended Action: Approve this Ordinance.

Fund Name: N/A

Account Number: N/A

Available Budget \$: \$0.00

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Brubaker** _____

Council Member

M___ S___ **Lucas** _____

M___ S___ **Kimmons** _____

M___ S___ **Jeffrey** _____

M___ S___ **Kyser** _____

Passed Failed

BILL NO: _____

ORDINANCE NO: _____

AN ORDINANCE REPEALING ORDINANCE #9134 ADOPTED JANUARY 19, 2016, APPOINTING BRIAN CRANE AS CITY MANAGER AND APPOINTING RANDALL THOMPSON AS INTERIM CITY MANAGER OF MOBERLY, MISSOURI EFFECTIVE SEPTEMBER 15, 2023.

WHEREAS, Brian Crane was appointed City Manager on January 19, 2016; and

WHEREAS, Brian Crane tendered his resignation as City Manager effective September 15, 2023; and

WHEREAS, the City Council of the City of Moberly, Missouri desires to appoint Randall Thompson as Interim City Manager effective September 15, 2023.

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

SECTION ONE: The City Council accepts the resignation of Brian Crane and hereby repeals Ordinance #9134, effective September 15, 2023.

SECTION TWO: That Randall Thompson is duly qualified to serve as the Interim City Manager and he is hereby appointed Interim City Manager of Moberly, Missouri effective September 15, 2023, for an indefinite term, subject to revocation at any time by the City Council of the city of Moberly, Missouri.

SECTION THREE: That before entering upon the duties as the Interim City Manager as provided by this Ordinance, the said Randall Thompson shall take the official oath of office as required by law.

SECTION FOUR: This ordinance shall be in full force and effect upon passage and adoption, and its signature by the officer presiding at the meeting at which it was adopted.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 5th day of September 2023.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

City of Moberly

City Council Agenda Summary

Agenda Number: #15.
 Department: Community Development
 Date: September 5, 2023

Agenda Item: An Ordinance Accepting And Approving The Report Of The Director Of Community Development Relative To 425 East Rollins Street Within The City Of Moberly Which Required Nuisance Abatement By The City Of Moberly Pursuant To Article I And Article II Of Chapter 26 Of The Moberly City Code, Certifying The Cost Of Abatement And Directing The City Clerk Pursuant To Section 26-2 And Section 26-6 To Cause A Special Tax Bill To Be Issued Thereon.

Summary: The Community Development Department has sent notifications regarding nuisance's abatement for the property located at 425 East Rollins Street. No action was taken, and the City Staff had to clean up the dilapidated property. City Staff has been sending invoices to the property owner for the charges occurred and has received no acknowledgement from the property owner. With this ordinance, special tax bills will be issued for the unpaid charges + recording fees (\$27,635.38).

Recommended

Action: Approve this ordinance.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Staff Report	<input checked="" type="checkbox"/> Proposed Ordinance	M___ S___ Brubaker	<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___ Lucas	<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___ Jeffrey	<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 <u>Proposal</u>		<input type="checkbox"/>	<input type="checkbox"/>
			Passed	Failed

BILL NO: _____

ORDINANCE NO: _____

AN ORDINANCE ACCEPTING AND APPROVING THE REPORT OF THE DIRECTOR OF COMMUNITY DEVELOPMENT RELATIVE TO 425 EAST ROLLINS STREET WITHIN THE CITY OF MOBERLY WHICH REQUIRED NUISANCE ABATEMENT BY THE CITY OF MOBERLY PURSUANT TO ARTICLE I AND ARTICLE II OF CHAPTER 26 OF THE MOBERLY CITY CODE, CERTIFYING THE COST OF ABATEMENT AND DIRECTING THE CITY CLERK PURSUANT TO SECTION 26-2 AND SECTION 26-6 TO CAUSE A SPECIAL TAX BILL TO BE ISSUED THEREON.

WHEREAS, pursuant to Section 26-1 through Section 26-45 of the Moberly City Code 425 East Rollins Street, Moberly, MO, 65270 was determined to be a nuisance and detrimental to the health, safety, and welfare of the residence of the City of Moberly, Missouri; and

WHEREAS, the listed property owner Beth Key, after notice of such nuisance failed to abate the same hereby causing the City of Moberly to Abate said nuisances and further causing the City of Moberly to expend labor and monies abating said nuisances.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBERLY, MISSOURI.

SECTION ONE: pursuant to Article I and Article II of Chapter 26 of Moberly City Code, the City Clerk is authorize and directed to cause a special tax bill to be issued against the property located at 425 East Rollins Street in the specific amount of \$27,635.38 against this parcel of property:

E 90' of S 167' of W 727' Block Nine (9), ex 11' for New R/W of Hunt Godfrey & Porter 1st Addition of Moberly, Randolph County, Missouri or more commonly known as 425 East Rollins Street.

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 5th day of September, 2023.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

Report of Director of Community Development

To: The Honorable Mayor and City Council

Ladies and Gentlemen:

The demolition of a structure located on **Hunt Godfrey & Porters 1st Addition of Moberly: E 90' Of S 167' Of W 727' Blk 9, Ex 11' For New R/W or more commonly known as 425 E. Rollins Street** in the City of Moberly, Missouri has been completed.

According to County records, this property is owned by Beth Key of Moberly, Missouri

I find that said demolition has been completed in accordance with the Ordinances of the City of Moberly.

Wiedeman Dozing of Leonard, MO was contracted to do the work.

Demolition fees	\$ 6,800.00
Materials, hauling fees & surcharges	\$ 5,373.38
Asbestos testing & abatement	\$13,779.00
Utility Disconnect	\$ 550.00
Recording fees & O&E report	\$ 133.00
Newspaper Public Notice Fee	\$ 1,000.00

The total cost(s) to be charged against the properties was heretofore determined to be **\$27,635.38**

Director of Community Development

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#16.

Department: Community Development

Date: September 5, 2023

Agenda Item: An Ordinance Accepting And Approving The Report Of The Director Of Community Development Relative To 115 Hurley Street Within The City Of Moberly Which Required Nuisance Abatement By The City Of Moberly Pursuant To Article I And Article II Of Chapter 26 Of The Moberly City Code, Certifying The Cost Of Abatement And Directing The City Clerk Pursuant To Section 26-2 And Section 26-6 To Cause A Special Tax Bill To Be Issued Thereon.

Summary: The Community Development Department has sent notifications regarding nuisance's abatement for the property located at 115 Hurley Street. No action was taken, and the City Staff had to clean up the dilapidated property. City Staff has been sending invoices to the property owner for the charges occurred and has received no acknowledgement from the property owner. With this ordinance, special tax bills will be issued for the unpaid charges + recording fees (\$9,538.07).

Recommended

Action: Approve this ordinance.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO: _____

ORDINANCE NO: _____

AN ORDINANCE ACCEPTING AND APPROVING THE REPORT OF THE DIRECTOR OF COMMUNITY DEVELOPMENT RELATIVE TO 115 HURLEY STREET WITHIN THE CITY OF MOBERLY WHICH REQUIRED NUISANCE ABATEMENT BY THE CITY OF MOBERLY PURSUANT TO ARTICLE I AND ARTICLE II OF CHAPTER 26 OF THE MOBERLY CITY CODE, CERTIFYING THE COST OF ABATEMENT AND DIRECTING THE CITY CLERK PURSUANT TO SECTION 26-2 AND SECTION 26-6 TO CAUSE A SPECIAL TAX BILL TO BE ISSUED THEREON.

WHEREAS, pursuant to Section 26-1 through Section 26-45 of the Moberly City Code 115 Hurley Street, Moberly, MO, 65270 was determined to be a nuisance and detrimental to the health, safety, and welfare of the residence of the City of Moberly, Missouri; and

WHEREAS, the listed property owner Paul Allaire, after notice of such nuisance failed to abate the same hereby causing the City of Moberly to Abate said nuisances and further causing the City of Moberly to expend labor and monies abating said nuisances.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBERLY, MISSOURI.

SECTION ONE: pursuant to Article I and Article II of Chapter 26 of Moberly City Code, the City Clerk is authorize and directed to cause a special tax bill to be issued against the property located at 115 Hurley Street in the specific amount of \$9,538.07 against this parcel of property:

Block Four (4): W 20' of Lot Forty-six (45) and All of Lot Forty-seven (47), Block Four (4), Also a Tract 95' N & S by 170' E & W Adjoining on North of Buchanan's 2nd Addition of Moberly, Randolph County, Missouri, or more commonly known as 115 Hurley Street.

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 5th day of September, 2023.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

Report of Director of Community Development

To: The Honorable Mayor and City Council

Ladies and Gentlemen:

The demolition of a structure located on **Buchanan's 2nd Addition of Moberly: Block Four (4): W 20' of Lot Forty-six (46) and all of Lot Forty-seven (47), Block Four (4), Also a Tract 95' N & S by 170' E & W Adjoining on North or more commonly known as 115 Hurley Street** in the City of Moberly, Missouri has been completed.

According to County records, this property is owned by Robert J. Little of Moberly, Missouri

I find that said abatement has been completed in accordance with the Ordinances of the City of Moberly.

Wiedeman Dozing of Leonard, MO was contracted to do the work.

Demolition fees	\$ 6,500.00
Materials, hauling fees & surcharges	\$ 2,930.07
Recording fees & O&E report	\$ 33.00
Newspaper Public Notice Fee	\$ 75.00

The total cost(s) to be charged against the properties was heretofore determined to be **\$9,538.07**

Director of Community Development

City of Moberly

City Council Agenda Summary

Agenda Number: #17.
 Department: Community Development
 Date: September 5, 2023

Agenda Item: An Ordinance Authorizing Three Cooperative Agreements For Infill Development With R & D Properties, A Missouri Limited Liability Company.

Summary: Attached are the three (3) agreements for R&D Properties for 728 Benson Street, 12 Windsor Place and 211 Brinkerhoff Street. They want to start development as soon as possible. These will be single family homes that will be for sale.

Recommended

Action: Approve this ordinance.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Staff Report	<input checked="" type="checkbox"/> Proposed Ordinance	M___ S___ Brubaker	<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___ Lucas	<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___ Jeffrey	<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 checked="" type="checkbox"/> Other <u>Agreement</u>		Passed	Failed

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THREE COOPERATIVE AGREEMENTS FOR INFILL DEVELOPMENT WITH R & D PROPERTIES, A MISSOURI LIMITED LIABILITY COMPANY.

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

SECTION ONE: The City of Moberly has adopted a policy and practice of encouraging infill development of housing on property acquired by the City.

SECTION TWO: R & D Properties, a Missouri Limited Liability Company, (“R & D”) has agreed to build residences at 12 Windsor Place, 211 Brinkerhoff Street and 728 Benson Street which will comply in all respects with city codes and development plans.

SECTION THREE: R & D has negotiated three cooperative agreements with city staff to develop the addresses listed above for infill development as provided in the attached Cooperative Agreements for Infill Development and said Cooperative Agreements are hereby authorized and the City Manager is hereby authorized to execute said Cooperative Agreements.

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

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 5th day of September, 2023.

ATTEST:

Presiding Officer at Meeting

COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT

THIS COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT (this "Agreement") is made and entered into as of this _____ day of _____, 2023 (the "Effective Date") by and between THE CITY OF MOBERLY, a city of the third class and a Missouri municipality having a principal office at 101 West Reed Street, Moberly, Missouri, 65270 (the "City") and R&D Properties, a Missouri Limited Liability Company, having a business office at 2745 County Road 1430, Cairo, Missouri, 65239 (the "Developer").

RECITALS

A. The Developer wishes to acquire and redevelop Property which is currently vacant and underutilized and which activities by the Developer the City recognizes will facilitate the City's economic development goals and improve property values in the area where the Property is located.

B. The City is willing to convey the Property to the Developer pursuant to the terms of this Agreement in exchange for the Developer's promise to expend the Developer's funds to construct a residence on the Property, all in accordance with the terms of this Agreement and building plans submitted to the City.

AGREEMENT

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

ARTICLE I. THE PROPERTY AND CONSTRUCTION

Section 1.1. Conveyance of the Property. Subject to the terms and conditions of this Agreement, the City agrees to convey vacant infill property zoned for residential use in exchange for Developer's agreement to construct a residence in conformance with building plans submitted and approved by the City.

Section 1.2. The Property. The Property shall mean the generally vacant and unimproved lots legally described as the N 52' of S 156' of Lot Eleven (11); the N 25' of S104.5' of W 80' of Lot Eleven (11); also begin 208' S of NE Cor of Lot Eleven (11) TH NE 65', TH N 104', TH SW 65', TH S 104' to POB in Perrys Addition of Moberly, Randolph County, Missouri or more commonly known as 12 Windsor Place.

Section 1.3. Construction. The Developer shall deposit \$1,000.00 (the "deposit") within thirty (30) days of the Effective Date. The Developer shall pay for all permitting fees and other standard construction costs. Developer shall submit building plans and make application for a building permit within six (6) months of the Effective Date. Developer agrees to initiate construction within thirty (30) days of receipt of the building permit. Developer agrees to complete construction of the residence within eighteen (18) months of the Effective Date. Developer agrees to abide by all construction standards required under city Building Regulations and Inspections.

ARTICLE II. CONVEYANCE AGREEMENT

Section 2.1. Transfer of the Property. Subject to the terms and conditions of this Agreement and within thirty (30) days of the acceptance by the City of the site and building plan(s) and issuance of the building permit, the City agrees to convey the Property at closing. The purchase price for the Property shall be One Dollar (\$1.00) and other good and valuable consideration as stated herein.

Section 2.2. Deed. The conveyance of title shall be by Quit-Claim deed in which the City shall convey to Developer all the right, title and interest held by the City in the Property and not by Warranty Deed. City makes no warranties as to the merchantability of title. Developer agrees to record the Quit-Claim deed contemporaneously with delivery of the deed.

Section 2.3. Events of Closing.

(a) Each Party shall execute, acknowledge, and deliver, after the closing, such further assurances, instruments and documents as the other may reasonably request in order to fulfill the intent of the Purchase Agreement and the transactions contemplated hereby.

(b) If Developer desires a Title Commitment be issued prior to closing, Developer shall pay the costs of any title commitment and for premiums on any owner's policy of title insurance, and any title endorsements to any such policy, issued by the Title Company that the Developer elects to obtain on the Property. All outstanding real estate taxes, and all other public or governmental charges and public or private assessments against the Property which are or may be payable on an annual basis (including liens or encumbrances for sewer, water, drainage or other public improvements whether completed or commences on or prior to the Effective Date or subsequent thereto), shall be paid by Developer. All other costs of closing shall be borne by the Developer including, without limitation, any applicable state, county and municipal transfer taxes, closing costs and recording fees charged by the Title Company.

(c) **BY CLOSING ON THE PROPERTY, THE DEVELOPER ACKNOWLEDGES THAT THE DEVELOPER HAS HAD ADEQUATE OPPORTUNITY TO INSPECT, REVIEW AND CONSIDER ALL MATTERS AFFECTING THE USE, OWNERSHIP AND DEVELOPMENT OF THE PROPERTY AND THAT THE CONVEYANCE OF SAME BY THE CITY IS TO BE MADE ON AN "AS IS/WHERE IS" BASIS AND WITHOUT RECOURSE TO THE CITY. THE CONVEYANCE OF THE PROPERTY SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION: (i) ANY IMPLIED WARRANTY OR MERCHANTABILITY, FITNESS OR HABITABILITY, GOOD OR FAIR CONDITION OR REPAIR OR GOOD AND WORKMANLIKE CONSTRUCTION AND (ii) ANY WARRANTIES OR REPRESENTATIONS WITH RESPECT TO SITE CONDITIONS AS OF THE EFFECTIVE DATE AND OF THE CLOSING AND CONVEYANCE OF THE PROPERTY OR POTENTIAL LIABILITIES UNDER OR WITH RESPECT TO ANY FEDERAL, STATE OR LOCAL ENVIRONMENTAL LAW OR REGULATION, ALL OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY THE CITY AND EACH OF WHICH DISCLAIMERS IS HEREBY AGREED TO AND ACCEPTED BY THE DEVELOPER.**

Section 2.4. Real Estate Brokers. The City and Developer hereby state and warrant to each other that neither has dealt with any real estate broker, agent or salespersons in connection with this transaction and the sale of the Property. To the full extent permitted by law, the City and Developer each agree to indemnify and hold the other harmless against any claims for real estate commissions or consultant fees claiming representation of such party in this transaction. Such obligations to indemnify and hold harmless shall include, without limitation, all costs and attorneys' fees relating to litigation and other proceedings.

ARTICLE III BREACH

Section 3.1. Breach and Compliance; Right to Cure; Remedies Not Exclusive. In the event of substantial non-compliance with any of the terms of this Agreement, written notice of same may be delivered to the Developer by the City, and, if the Developer shall not have corrected such substantial non-compliance within Forty-five (45) days after receipt of such notice the City may institute such proceedings as may be necessary or desirable in the City's sole opinion to cure and remedy such default including, without limitation, the remedy of specific performance. If Developer fails to correct any such substantial non-compliance as herein provided it shall forfeit the deposit. None of the foregoing remedies shall be exclusive or any other remedy otherwise available to the City at law or in equity and any and all such remedies may be exercised by the City individually, sequentially, collectively, or in the alternative, all at the City's sole discretion.

ARTICLE IV MISCELLANEOUS PROVISIONS

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

Section 4.2. Term of Agreement. This Agreement shall continue in force until the date of the issuance of the last Certificate of Occupancy for any Building(s) on the Property. The rights and privileges granted to and the duties and obligations imposed on the Developer by this Agreement shall apply only to the Property.

Section 4.3. Notices. Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice shall be in writing addressed to the addressees at the address set forth below, and transmitted by first class mail:

City:	City of Moberly Attention: Tom Sanders	Moberly, Missouri 65270
Developer:	R & D Properties 2745 County Road 1430	Cairo, Missouri 65239

Section 4.4. Choice of Law; Venue; Waiver of Objections. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Parties agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri and waive any objection based upon venue or forum non conveniens or otherwise.

Section 4.5. Entire Agreement; Amendments; No Waiver by Prior Actions. The Parties agree that this Agreement constitutes the entire agreement between them and no other agreements or representations have been made by the Parties. This Agreement shall only be amended in writing and effective when signed by the duly authorized agents of the Parties. The failure of any Party to insist in any one or more cases upon the strict performance of any term, covenant or condition shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

Section 4.6. No Waiver of Sovereign Immunity; Public Liability Strictly Limited. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's Sovereign Immunity. The Parties agree that in no event shall the City, or any of its officials, officers, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to the Developer or any lessee, sublessee, assign, heir or personal representative of the Developer in respect of any suit, claim, or cause of action arising out of this Agreement.

Section 4.7. Deposit Refund. Upon issuance of an Occupancy Permit for the completed residence the City agrees to account for and refund the deposit.

Section 4.8. Execution in Counterparts. Each person executing this Agreement warrants and represents that he or she has authority to do so on behalf of the entity he or she represents. This Agreement may be executed in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and same instrument, binding on the Parties hereto.

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

CITY OF MOBERLY

By: _____
Brian Crane, City Manager

ATTEST:

Shannon Hance, City Clerk

DEVELOPER

By: _____
Raymond Magruder, R&D Properties,

ACKNOWLEDGEMENTS

STATE OF MISSOURI)
)SS
 COUNTY OF RANDOLPH)

On this ____ day of _____, 2023, before me appeared Brian Crane, to me personally known, who being by me first duly sworn, did say that he is the City Manager of the City of Moberly, Missouri, and that said instrument was signed on behalf of said City by authority of its City Council and said City Manager acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY THEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

 Notary Public

My commission expires:

Seal:

STATE OF MISSOURI)
)SS
 COUNTY OF RANDOLPH)

On this ____ day of _____, 2023, before me appeared R&D Properties, Raymond Magruder, to me personally known, who being by me first sworn, did say that he is the Manager/Member of Stuart Custom Homes, and that said instrument was signed on behalf of said LLC by authority of the LLC and he acknowledged said instrument to be the free act and deed of said LLC.

IN TESTIMONY THEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

 Notary Public

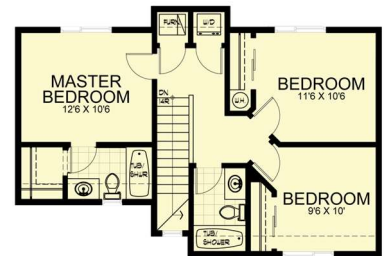
My commission expires:

Seal:

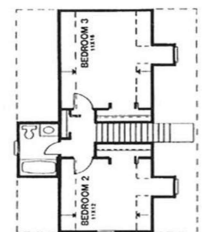
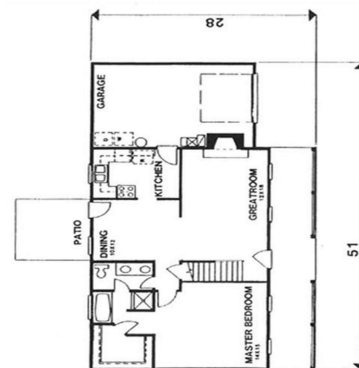
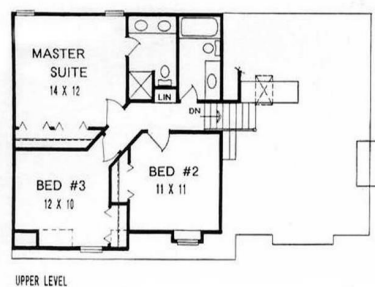
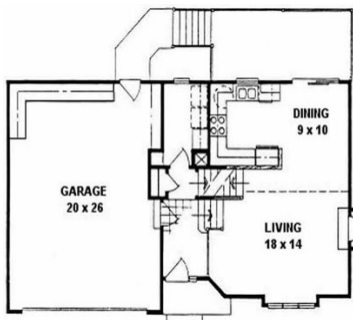
In-Fill Development Proposal | 12 Windsor Place, Moberly, Missouri

R&D Properties, LLC is submitting this proposal for in-fill housing development on the lot located at 12 Windsor Place, Moberly, MO.

Below are various examples of potential housing designs we are proposing for this lot if our proposal is accepted/approved.



Potential Elevations / Floorplans for 12 Windsor Place, Moberly, MO.



- All proposed plans for this location are in the range of 1200 – 1400 sq ft

R&D Properties believes the proposed housing structure(s) meet the character of the neighborhood (scale, setback, stories) and comply with zoning regulations. Therefore, we would like to begin work as soon as possible to get this single-family residential home for re-sale purposes, **not for rental**, underway.

Due to the limited lot size that is “buildable” at 12 Windsor Place, the type of home that can be constructed at this location is restricted to a smaller footprint of a home, with greater width versus depth.

R&D Properties would contract with Squibb Custom Homes to build the structure at 12 Windsor Place as well as various other in-fill projects throughout Moberly, MO. Squibb Custom Homes would obtain a license from the City of Moberly as per the City’s requirements, and would complete the work using trades (including electrical and plumbing contractors) primarily from the Hannibal, MO area.

Both R&D Properties and/or Squibb Custom Homes have pursued and successfully completed multiple:

1. New Construction Homes [Texas | Missouri]
2. Remodels / Renovations [Texas | Missouri]
3. Development Plans [Missouri]

The projected start date for construction on the above-mentioned lot is anticipated to be early 2024, and the timeline for completion is approximated to take 9-10 weeks after initiating construction.

The estimated end value/sales price for the property we are proposing for 12 Windsor Place would range from \$190,000 - \$220,000.

R&D Properties is grateful for the opportunity to provide this proposal and would appreciate your consideration for approval.

Should you have questions, I have included my contact information below.

Respectfully,
 Ray & Diane Magruder
 R&D Properties, LLC
 Cell: 660.651.6911
 E-Mail: RandDPropertyDevelopment@GMail.com

COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT

THIS COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT (this "Agreement") is made and entered into as of this _____ day of _____, 2023 (the "Effective Date") by and between THE CITY OF MOBERLY, a city of the third class and a Missouri municipality having a principal office at 101 West Reed Street, Moberly, Missouri, 65270 (the "City") and R&D Properties, a Missouri Limited Liability Company, having a business office at 2745 County Road 1430, Cairo, Missouri, 65239 (the "Developer").

RECITALS

A. The Developer wishes to acquire and redevelop Property which is currently vacant and underutilized and which activities by the Developer the City recognizes will facilitate the City's economic development goals and improve property values in the area where the Property is located.

B. The City is willing to convey the Property to the Developer pursuant to the terms of this Agreement in exchange for the Developer's promise to expend the Developer's funds to construct a residence on the Property, all in accordance with the terms of this Agreement and building plans submitted to the City.

AGREEMENT

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

ARTICLE I. THE PROPERTY AND CONSTRUCTION

Section 1.1. Conveyance of the Property. Subject to the terms and conditions of this Agreement, the City agrees to convey vacant infill property zoned for residential use in exchange for Developer's agreement to construct a residence in conformance with building plans submitted and approved by the City.

Section 1.2. The Property. The Property shall mean the generally vacant and unimproved lots legally described as the N 54' of Lot One (1) and E 13' N 54' of Lot Two (2), Block Four (4), in Brinkerhoff 2nd Addition of Moberly, Randolph County, Missouri or more commonly known as 211 Brinkerhoff Street.

Section 1.3. Construction. The Developer shall deposit \$1,000.00 (the "deposit") within thirty (30) days of the Effective Date. The Developer shall pay for all permitting fees and other standard construction costs. Developer shall submit building plans and make application for a building permit within six (6) months of the Effective Date. Developer agrees to initiate construction within thirty (30) days of receipt of the building permit. Developer agrees to complete construction of the residence within eighteen (18) months of the Effective Date. Developer agrees to abide by all construction standards required under city Building Regulations and Inspections.

ARTICLE II. CONVEYANCE AGREEMENT

Section 2.1. Transfer of the Property. Subject to the terms and conditions of this Agreement and within thirty (30) days of the acceptance by the City of the site and building plan(s) and issuance of the building permit, the City agrees to convey the Property at closing. The purchase price for the Property shall be One Dollar (\$1.00) and other good and valuable consideration as stated herein.

Section 2.2. Deed. The conveyance of title shall be by Quit-Claim deed in which the City shall convey to Developer all the right, title and interest held by the City in the Property and not by Warranty Deed. City makes no warranties as to the merchantability of title. Developer agrees to record the Quit-Claim deed contemporaneously with delivery of the deed.

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(a) Each Party shall execute, acknowledge, and deliver, after the closing, such further assurances, instruments and documents as the other may reasonably request in order to fulfill the intent of the Purchase Agreement and the transactions contemplated hereby.

(b) If Developer desires a Title Commitment be issued prior to closing, Developer shall pay the costs of any title commitment and for premiums on any owner's policy of title insurance, and any title endorsements to any such policy, issued by the Title Company that the Developer elects to obtain on the Property. All outstanding real estate taxes, and all other public or governmental charges and public or private assessments against the Property which are or may be payable on an annual basis (including liens or encumbrances for sewer, water, drainage or other public improvements whether completed or commences on or prior to the Effective Date or subsequent thereto), shall be paid by Developer. All other costs of closing shall be borne by the Developer including, without limitation, any applicable state, county and municipal transfer taxes, closing costs and recording fees charged by the Title Company.

(c) **BY CLOSING ON THE PROPERTY, THE DEVELOPER ACKNOWLEDGES THAT THE DEVELOPER HAS HAD ADEQUATE OPPORTUNITY TO INSPECT, REVIEW AND CONSIDER ALL MATTERS AFFECTING THE USE, OWNERSHIP AND DEVELOPMENT OF THE PROPERTY AND THAT THE CONVEYANCE OF SAME BY THE CITY IS TO BE MADE ON AN "AS IS/WHERE IS" BASIS AND WITHOUT RECOURSE TO THE CITY. THE CONVEYANCE OF THE PROPERTY SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION: (i) ANY IMPLIED WARRANTY OR MERCHANTABILITY, FITNESS OR HABITABILITY, GOOD OR FAIR CONDITION OR REPAIR OR GOOD AND WORKMANLIKE CONSTRUCTION AND (ii) ANY WARRANTIES OR REPRESENTATIONS WITH RESPECT TO SITE CONDITIONS AS OF THE EFFECTIVE DATE AND OF THE CLOSING AND CONVEYANCE OF THE PROPERTY OR POTENTIAL LIABILITIES UNDER OR WITH RESPECT TO ANY FEDERAL, STATE OR LOCAL ENVIRONMENTAL LAW OR REGULATION, ALL OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY THE CITY AND EACH OF WHICH DISCLAIMERS IS HEREBY AGREED TO AND ACCEPTED BY THE DEVELOPER.**

Section 2.4. Real Estate Brokers. The City and Developer hereby state and warrant to each other that neither has dealt with any real estate broker, agent or salespersons in connection with this

transaction and the sale of the Property. To the full extent permitted by law, the City and Developer each agree to indemnify and hold the other harmless against any claims for real estate commissions or consultant fees claiming representation of such party in this transaction. Such obligations to indemnify and hold harmless shall include, without limitation, all costs and attorneys' fees relating to litigation and other proceedings.

ARTICLE III BREACH

Section 3.1. Breach and Compliance; Right to Cure; Remedies Not Exclusive. In the event of substantial non-compliance with any of the terms of this Agreement, written notice of same may be delivered to the Developer by the City, and, if the Developer shall not have corrected such substantial non-compliance within Forty-five (45) days after receipt of such notice the City may institute such proceedings as may be necessary or desirable in the City's sole opinion to cure and remedy such default including, without limitation, the remedy of specific performance. If Developer fails to correct any such substantial non-compliance as herein provided it shall forfeit the deposit. None of the foregoing remedies shall be exclusive or any other remedy otherwise available to the City at law or in equity and any and all such remedies may be exercised by the City individually, sequentially, collectively, or in the alternative, all at the City's sole discretion.

ARTICLE IV MISCELLANEOUS PROVISIONS

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

Section 4.2. Term of Agreement. This Agreement shall continue in force until the date of the issuance of the last Certificate of Occupancy for any Building(s) on the Property. The rights and privileges granted to and the duties and obligations imposed on the Developer by this Agreement shall apply only to the Property.

Section 4.3. Notices. Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice shall be in writing addressed to the addressees at the address set forth below, and transmitted by first class mail:

City:	City of Moberly Attention: Tom Sanders	Moberly, Missouri 65270
-------	---	-------------------------

Developer:	R & D Properties 2745 County Road 1430	Cairo, Missouri 65239
------------	---	-----------------------

Section 4.4. Choice of Law; Venue; Waiver of Objections. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Parties agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri and waive any objection based upon venue or forum non conveniens or otherwise.

Section 4.5. Entire Agreement; Amendments; No Waiver by Prior Actions. The Parties agree that this Agreement constitutes the entire agreement between them and no other agreements or representations have been made by the Parties. This Agreement shall only be amended in writing and effective when signed by the duly authorized agents of the Parties. The failure of any Party to insist in any one or more cases upon the strict performance of any term, covenant or condition shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

Section 4.6. No Waiver of Sovereign Immunity; Public Liability Strictly Limited. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's Sovereign Immunity. The Parties agree that in no event shall the City, or any of its officials, officers, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to the Developer or any lessee, sublessee, assign, heir or personal representative of the Developer in respect of any suit, claim, or cause of action arising out of this Agreement.

Section 4.7. Deposit Refund. Upon issuance of an Occupancy Permit for the completed residence the City agrees to account for and refund the deposit.

Section 4.8. Execution in Counterparts. Each person executing this Agreement warrants and represents that he or she has authority to do so on behalf of the entity he or she represents. This Agreement may be executed in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and same instrument, binding on the Parties hereto.

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

CITY OF MOBERLY

By: _____
Brian Crane, City Manager

ATTEST:

Shannon Hance, City Clerk

DEVELOPER

By: _____
Raymond Magruder, R&D Properties,

ACKNOWLEDGEMENTS

STATE OF MISSOURI)
)SS
 COUNTY OF RANDOLPH)

On this ____ day of _____, 2023, before me appeared Brian Crane, to me personally known, who being by me first duly sworn, did say that he is the City Manager of the City of Moberly, Missouri, and that said instrument was signed on behalf of said City by authority of its City Council and said City Manager acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY THEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

 Notary Public

My commission expires:

Seal:

STATE OF MISSOURI)
)SS
 COUNTY OF RANDOLPH)

On this ____ day of _____, 2023, before me appeared R&D Properties, Raymond Magruder, to me personally known, who being by me first sworn, did say that he is the Manager/Member of Stuart Custom Homes, and that said instrument was signed on behalf of said LLC by authority of the LLC and he acknowledged said instrument to be the free act and deed of said LLC.

IN TESTIMONY THEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

 Notary Public

My commission expires:

Seal:

In-Fill Development Proposal | 211 Brinkerhoff Street, Moberly, Missouri

R&D Properties, LLC is submitting this proposal for in-fill housing development on the lot located at: 211 Brinkerhoff St., Moberly, MO.

Below is an example of a potential housing design we are proposing for this lot if our proposal is accepted and approved.



Elevations / Floorplan for 211 Brinkerhoff, Moberly, MO.

- The proposed plan for this location is 950 - 1000 sq ft

R&D Properties believes the proposed housing structure meets the character of the neighborhood (scale, setback, stories) and complies with zoning regulations. Therefore, we would like to begin work as soon as possible in order to get this single-family residential home for re-sale purposes, **not for rental**, underway.

R&D Properties would contract with Squibb Custom Homes to build the structure at 211 Brinkerhoff as well as various other in-fill projects throughout Moberly, MO. Squibb Custom Homes would obtain a license from the City of Moberly as per the City's requirements and would complete the work using trades (including electrical and plumbing contractors) primarily from the Hannibal, Missouri area.

Both R&D Properties and/or Squibb Custom Homes have pursued and successfully completed multiple:

1. New Construction Homes [Texas | Missouri]
2. Remodels / Renovations [Texas | Missouri]
3. Development Plans [Missouri]

The projected start date for construction on the above-mentioned lot is anticipated to be early-mid 2024, and the timeline for completion for this home is approximated to take 9-10 weeks.

The estimated end value/sales price for the property we are proposing for 211 Brinkerhoff Street would range from \$139,000 - \$160,000. (We are deciding if we would include additional stone and/or brick to this house at this location)

R&D Properties is grateful for the opportunity to provide this proposal and would appreciate your consideration for approval.

Should you have questions, I have included my contact information below.

Respectfully,

Ray & Diane Magruder

R&D Properties, LLC

Cell: 660.651.6911

E-Mail: RandDPropertyDevelopment@GMail.com

COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT

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RECITALS

A. The Developer wishes to acquire and redevelop Property which is currently vacant and underutilized and which activities by the Developer the City recognizes will facilitate the City's economic development goals and improve property values in the area where the Property is located.

B. The City is willing to convey the Property to the Developer pursuant to the terms of this Agreement in exchange for the Developer's promise to expend the Developer's funds to construct a residence on the Property, all in accordance with the terms of this Agreement and building plans submitted to the City.

AGREEMENT

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

ARTICLE I. THE PROPERTY AND CONSTRUCTION

Section 1.1. Conveyance of the Property. Subject to the terms and conditions of this Agreement, the City agrees to convey vacant infill property zoned for residential use in exchange for Developer's agreement to construct a residence in conformance with building plans submitted and approved by the City.

Section 1.2. The Property. The Property shall mean the generally vacant and unimproved lots legally described as the North 120' of Lot Six (6), Block Five (5), in Porter, Hatcher & Tannehills Addition of Moberly, Randolph County, Missouri or more commonly known as 728 Benson Street.

Section 1.3. Construction. The Developer shall deposit \$1,000.00 (the "deposit") within thirty (30) days of the Effective Date. The Developer shall pay for all permitting fees and other standard construction costs. Developer shall submit building plans and make application for a building permit within six (6) months of the Effective Date. Developer agrees to initiate construction within thirty (30) days of receipt of the building permit. Developer agrees to complete construction of the residence within eighteen (18) months of the Effective Date. Developer agrees to abide by all construction standards required under city Building Regulations and Inspections.

ARTICLE II. CONVEYANCE AGREEMENT

Section 2.1. Transfer of the Property. Subject to the terms and conditions of this Agreement and within thirty (30) days of the acceptance by the City of the site and building plan(s) and issuance of the building permit, the City agrees to convey the Property at closing. The purchase price for the Property shall be One Dollar (\$1.00) and other good and valuable consideration as stated herein.

Section 2.2. Deed. The conveyance of title shall be by Quit-Claim deed in which the City shall convey to Developer all the right, title and interest held by the City in the Property and not by Warranty Deed. City makes no warranties as to the merchantability of title. Developer agrees to record the Quit-Claim deed contemporaneously with delivery of the deed.

Section 2.3. Events of Closing.

(a) Each Party shall execute, acknowledge, and deliver, after the closing, such further assurances, instruments and documents as the other may reasonably request in order to fulfill the intent of the Purchase Agreement and the transactions contemplated hereby.

(b) If Developer desires a Title Commitment be issued prior to closing, Developer shall pay the costs of any title commitment and for premiums on any owner's policy of title insurance, and any title endorsements to any such policy, issued by the Title Company that the Developer elects to obtain on the Property. All outstanding real estate taxes, and all other public or governmental charges and public or private assessments against the Property which are or may be payable on an annual basis (including liens or encumbrances for sewer, water, drainage or other public improvements whether completed or commences on or prior to the Effective Date or subsequent thereto), shall be paid by Developer. All other costs of closing shall be borne by the Developer including, without limitation, any applicable state, county and municipal transfer taxes, closing costs and recording fees charged by the Title Company.

(c) **BY CLOSING ON THE PROPERTY, THE DEVELOPER ACKNOWLEDGES THAT THE DEVELOPER HAS HAD ADEQUATE OPPORTUNITY TO INSPECT, REVIEW AND CONSIDER ALL MATTERS AFFECTING THE USE, OWNERSHIP AND DEVELOPMENT OF THE PROPERTY AND THAT THE CONVEYANCE OF SAME BY THE CITY IS TO BE MADE ON AN "AS IS/WHERE IS" BASIS AND WITHOUT RECOURSE TO THE CITY. THE CONVEYANCE OF THE PROPERTY SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION: (i) ANY IMPLIED WARRANTY OR MERCHANTABILITY, FITNESS OR HABITABILITY, GOOD OR FAIR CONDITION OR REPAIR OR GOOD AND WORKMANLIKE CONSTRUCTION AND (ii) ANY WARRANTIES OR REPRESENTATIONS WITH RESPECT TO SITE CONDITIONS AS OF THE EFFECTIVE DATE AND OF THE CLOSING AND CONVEYANCE OF THE PROPERTY OR POTENTIAL LIABILITIES UNDER OR WITH RESPECT TO ANY FEDERAL, STATE OR LOCAL ENVIRONMENTAL LAW OR REGULATION, ALL OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY THE CITY AND EACH OF WHICH DISCLAIMERS IS HEREBY AGREED TO AND ACCEPTED BY THE DEVELOPER.**

Section 2.4. Real Estate Brokers. The City and Developer hereby state and warrant to each other that neither has dealt with any real estate broker, agent or salespersons in connection with this

transaction and the sale of the Property. To the full extent permitted by law, the City and Developer each agree to indemnify and hold the other harmless against any claims for real estate commissions or consultant fees claiming representation of such party in this transaction. Such obligations to indemnify and hold harmless shall include, without limitation, all costs and attorneys' fees relating to litigation and other proceedings.

ARTICLE III BREACH

Section 3.1. Breach and Compliance; Right to Cure; Remedies Not Exclusive. In the event of substantial non-compliance with any of the terms of this Agreement, written notice of same may be delivered to the Developer by the City, and, if the Developer shall not have corrected such substantial non-compliance within Forty-five (45) days after receipt of such notice the City may institute such proceedings as may be necessary or desirable in the City's sole opinion to cure and remedy such default including, without limitation, the remedy of specific performance. If Developer fails to correct any such substantial non-compliance as herein provided it shall forfeit the deposit. None of the foregoing remedies shall be exclusive or any other remedy otherwise available to the City at law or in equity and any and all such remedies may be exercised by the City individually, sequentially, collectively, or in the alternative, all at the City's sole discretion.

ARTICLE IV MISCELLANEOUS PROVISIONS

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

Section 4.2. Term of Agreement. This Agreement shall continue in force until the date of the issuance of the last Certificate of Occupancy for any Building(s) on the Property. The rights and privileges granted to and the duties and obligations imposed on the Developer by this Agreement shall apply only to the Property.

Section 4.3. Notices. Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice shall be in writing addressed to the addressees at the address set forth below, and transmitted by first class mail:

City:	City of Moberly Attention: Tom Sanders	Moberly, Missouri 65270
-------	---	-------------------------

Developer:	R & D Properties 2745 County Road 1430	Cairo, Missouri 65239
------------	---	-----------------------

Section 4.4. Choice of Law; Venue; Waiver of Objections. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Parties agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri and waive any objection based upon venue or forum non conveniens or otherwise.

Section 4.5. Entire Agreement; Amendments; No Waiver by Prior Actions. The Parties agree that this Agreement constitutes the entire agreement between them and no other agreements or representations have been made by the Parties. This Agreement shall only be amended in writing and effective when signed by the duly authorized agents of the Parties. The failure of any Party to insist in any one or more cases upon the strict performance of any term, covenant or condition shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

Section 4.6. No Waiver of Sovereign Immunity; Public Liability Strictly Limited. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's Sovereign Immunity. The Parties agree that in no event shall the City, or any of its officials, officers, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to the Developer or any lessee, sublessee, assign, heir or personal representative of the Developer in respect of any suit, claim, or cause of action arising out of this Agreement.

Section 4.7. Deposit Refund. Upon issuance of an Occupancy Permit for the completed residence the City agrees to account for and refund the deposit.

Section 4.8. Execution in Counterparts. Each person executing this Agreement warrants and represents that he or she has authority to do so on behalf of the entity he or she represents. This Agreement may be executed in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and same instrument, binding on the Parties hereto.

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

CITY OF MOBERLY

By: _____
Brian Crane, City Manager

ATTEST:

Shannon Hance, City Clerk

DEVELOPER

By: _____
Raymond Magruder, R&D Properties,

ACKNOWLEDGEMENTS

STATE OF MISSOURI)
)SS
 COUNTY OF RANDOLPH)

On this ____ day of _____, 2023, before me appeared Brian Crane, to me personally known, who being by me first duly sworn, did say that he is the City Manager of the City of Moberly, Missouri, and that said instrument was signed on behalf of said City by authority of its City Council and said City Manager acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY THEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

 Notary Public

My commission expires:

Seal:

STATE OF MISSOURI)
)SS
 COUNTY OF RANDOLPH)

On this ____ day of _____, 2023, before me appeared R&D Properties, to me personally known, who being by me first sworn, did say that he is the Manager/Member of Stuart Custom Homes, and that said instrument was signed on behalf of said LLC by authority of the LLC and he acknowledged said instrument to be the free act and deed of said LLC.

IN TESTIMONY THEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

 Notary Public

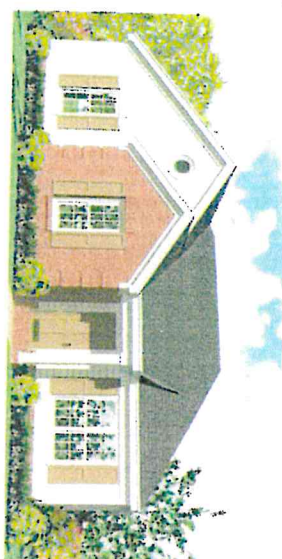
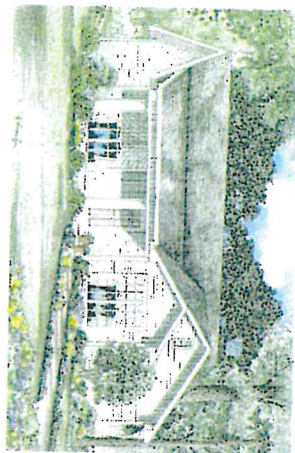
My commission expires:

Seal:

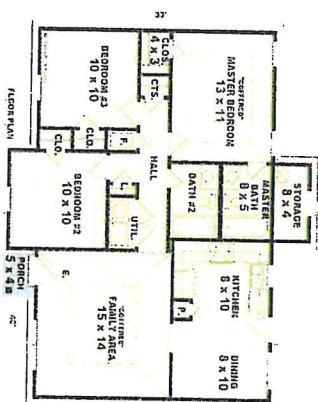
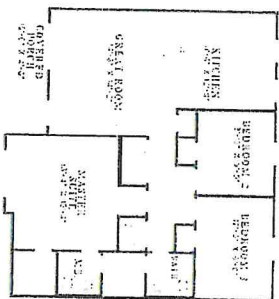
In-Fill Development Proposal | 728 Benson, Moberly, Missouri

R&D Properties, LLC is submitting this proposal for in-fill housing development on the lot located at 728 Benson, Moberly, MO.

Below are two examples of potential housing designs we are proposing for this lot if our proposal is accepted and approved.



Potential Elevations / Floorplans for 728 Benson, Moberly, MO.



- All proposed plans for this location are in the range of 1000-1100 sq ft

City of Moberly

City Council Agenda Summary

Agenda Number: #18.

Department: Public Works

Date: September 5, 2023

Agenda Item: An Ordinance Approving A Cooperative Agreement For Demolition And Sale Of Real Estate With SSEGT Rentals, LLC.

Summary: This agreement is for the demolition and sale of the real estate located at 125 S 5th St. to SSEGT Rentals, LLC.

SSEGT Rentals has paid the \$1,000.00 deposit when they signed the agreement. Upon approval they will pay the \$10,000.00 for the property.

Recommended

Action: Approve this ordinance.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Brubaker** ___ ___

Council Member

M___ S___ **Lucas** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Jeffrey** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT FOR DEMOLITION AND SALE OF REAL ESTATE WITH SSEGT RENTALS, LLC.

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

SECTION ONE: Attached hereto is a Cooperative Agreement for Demolition and Sale of Real Estate with SSEGT Rentals, LLC., which agreement will make possible the demolition of a dangerous building by the city and return valuable real estate to the local economy.

SECTION TWO: The City Council hereby approves the Cooperative Agreement and hereby authorizes the City Manager of Moberly to execute said Agreement on behalf of the City.

SECTION THREE: This Ordinance shall be in full force and effect from and after its passage and adoption by the Council of the City of Moberly, Missouri, and its signature by the officer presiding at the meeting at which it was passed and adopted and further the Council authorizes the City Manager to take such other and further action as may be required to accomplish the purposes of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 5th day of September, 2023.

ATTEST:

Presiding Officer at Meeting

Shannon Hance, MRCC, City Clerk

COOPERATIVE AGREEMENT FOR DEMOLITION AND SALE OF REAL ESTATE

THIS COOPERATIVE AGREEMENT FOR DEMOLITION AND SALE OF REAL ESTATE (this “**Agreement**”) is made and entered into as of the ____ day of _____ 2023 (the “Effective Date”) by and between the **CITY OF MOBERLY, MISSOURI** a third-class city and a Missouri municipal corporation having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**City**”) and the **SSEGT Rentals, LLC**, a Missouri Limited Liability Company, (“**SSEGT**” and together with the “**City**” the “**Parties**”).

RECITALS

A. Sections 70.210 through 70.320 of the Revised Statutes of Missouri, as amended, authorize Missouri municipalities to contract with any private person, firm, association or corporation for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service, provided, that the subject and purposes of any such contract or cooperative action are within the scope of the powers of such municipality.

B. City owns property described as follows:

Begin Fourteen (14) feet North of the Southeast corner of Lot Six (6) in Block Seven (7) in Williams Addition to Williams Third Addition to Moberly, Missouri, and run Fifty (50) feet North, thence West One Hundred Ten (110) feet, thence South Fifty (50) feet, thence East One Hundred Ten (110) feet to place of beginning and being the North Fifty (50) feet of the South Sixty-four (64) feet of the East One Hundred Ten (110) feet of Lot Six (6) in Block Seven (7) of Williams Addition to Williams Third Addition to Moberly, Missouri. Hereinafter the “**Property**”).

C. The Property is burdened with a dangerous building situated thereon which has been declared such by the City and which the City intends to demolish and remove from the Property if SSEGT agrees herein to purchase the property for not more than Ten Thousand Dollars (\$10,000.00).

D. SSEGT desires to purchase the Property once the dangerous building is removed and agrees to do so subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. The Project. The City agrees to undertake the demolition of the dangerous building contemporaneously with the execution of this Agreement. The demolition contractor will be selected by the City and paid by the City upon the successful completion of the demolition. Once the demolition vendor has been paid SSEGT shall purchase the Property for an amount not to exceed \$10,000.00 or the

actual amount paid by the City to the demolition vendor, whichever amount is less as provided for herein.

2. Purchase and Sale. Subject to the terms and conditions of this Agreement the City agrees to sell, and SSEGT agrees to purchase the Property. The purchase price of the Property shall be \$10,000.00 or the cost of demolition, whichever amount is less. SSEGT shall pay a One Thousand Dollar (\$1,000.00) deposit toward the purchase price upon execution of this Agreement. Said deposit will be refunded to SSEGT in the event the City refuses to complete the transaction or fails to demolish and remove the dangerous building or fails to provide marketable title to the Property. At closing the deposit shall be credited against the remaining purchase price.

In consideration of the foregoing undertakings and covenants, the City, at City's sole cost and expense shall convey to SSEGT by special warranty deed the Property above described in paragraph D. SSEGT may obtain at SSEGT's sole cost and expense, a commitment for an ATLA Owner's Policy of title insurance for the Property in the amount of the consideration stated herein. City for itself and for any successor, assign, agent or representative of City hereby represents and warrants to SSEGT that as of the date of this Agreement and as of the Closing Date (as herein defined) City owns unencumbered fee title to the Property and has full and lawful authority to convey the Property to SSEGT as provided in this Agreement.

3. *dm*
2.

Events of Closing.

(a). The closing shall take place on a date mutually determined by the Parties but in no event later than sixty (60) days after the Effective Date. The closing shall occur at the Title Company during normal business hours or at such other locations as the Parties may mutually agree. At closing, and upon payment of the purchase price less the deposit amount by SSEGT, the City shall transfer and convey all of the City's right, title and interest in the Property by Special Warranty Deed.

(b). Each Party shall execute, acknowledge, and deliver, after the closing, such further assurances, instruments and documents as the other party may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated hereby.

(c). If SSEGT desires a Title Commitment be issued prior to closing, SSEGT shall pay the costs of any title commitment and for premiums on any owner's policy of title insurance, and any title endorsements to any such policy, issued by the Title Company that SSEGT elects to obtain on the Property. All other costs of closing shall be borne by SSEGT including, without limitation, any applicable state, county and municipal taxes, closing costs and recording fees charged by the Title Company.

(d). **BY CLOSING ON THE PROPERTY, SSEGT ACKNOWLEDGES THAT IT HAS HAD ADEQUATE OPPORTUNITY TO INSPECT, REVIEW AND CONSIDER ALL MATTERS AFFECTING THE USE, OWNERSHIP AND DEVELOPMENT OF THE PROPERTY AND THAT THE CONVEYANCE OF SAME BY THE CITY IS TO BE MADE ON AN "AS IS/WHERE IS" BASIS AND WITHOUT RECOURSE TO THE CITY. THE CONVEYANCE OF THE PROPERTY SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION ANY WARRANTIES OR REPRESENTATIONS WITH RESPECT TO SITE**

CONDITIONS AS OF THE EFFECTIVE DATE AND OF THE CLOSING AND CONVEYANCE OF THE PROPERTY OR POTENTIAL LIABILITIES UNDER OR WITH RESPECT TO ANY FEDERAL, STATE OR LOCAL ENVIRONMENTAL LAW OR REGULATION, ALL OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY THE CITY AND EACH OF WHICH DISCLAIMERS IS HEREBY AGREED TO AND ACCEPTED BY SSEGT.

4. No Waiver of Sovereign Immunity; Limited Public Liability; No Personal Liability.

Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's sovereign immunity. The parties hereto agree that in no event shall the City or any of its officials, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to SSEGT or any successor, assign, heir or personal representative of SSEGT in respect of any suit, claim, or cause of action arising out of this Agreement and SSEGT hereby waives any such claim. No official, officer, agent, attorney, employee, or representative of the City shall be personally liable to SSEGT or the successors, assigns, heirs or personal representatives of SSEGT in the event of any default or breach by any party under this Agreement.

5. Notices. Any Notice required by this Agreement shall be deemed given if deposited in the United States Mail, first class, postage prepaid and addressed as hereinafter specified.

If to the City: City of Moberly
 101 West Reed Street – City Hall
 Moberly, Missouri 65270
 Attn: City Manager

If to SSEGT: Sue Ellen Morris
 707 Rutland Drive
 Columbia, MO 65203

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

6. Entire Agreement; Amendment. The parties agree that this Agreement constitutes the entire agreement between them and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties and when authorized and approved by the Moberly City Council.

7. Relationship of the Parties; No Third Party Right. Nothing contained in this Agreement nor any act of SSEGT or the City shall be deemed or construed to create a partnership or agency relationship between the parties, or their agents or representatives and this Agreement is and shall be limited to the specific purposes set out in this Agreement. Other than as expressly provided in this Agreement, no party shall be the agent of, or have any rights to create any obligations or liabilities binding on, the other party. The parties do not intend to confer any benefit under this Agreement on any person or entity other than the named parties hereto.

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

9. Binding Effect. Except as otherwise expressly provided in this Agreement, the covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of SSEGT, the City, and their respective successors and permitted assigns.

10. Choice of Law; Venue. This Agreement and its performance shall be governed by and construed by the laws of the State of Missouri applicable to contracts made and to be performed wholly within such state, without regard to choice or conflict of laws provisions. The parties hereto agree that any action at law, suite in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri or in the Federal District Court for the Eastern District of Missouri and waive any objections based upon venue or *forum non conveniens* or otherwise.

11. Execution; Counterparts. Each person executing this Agreement in a representative capacity warrants and represents that he or she has authority to do so, and upon request by the other party, proof of such authority will be furnished to the requesting party. This Agreement may be executed at different times and in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and the same instrument, binding on the parties hereto, notwithstanding that both parties may not have executed the same counterpart. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.

IN WITNESS WHEREOF, the City and SSEGT have each caused this Agreement to be executed in multiple original counterparts in their respective names and attested to as of the date first above written.


CITY OF MOBERLY, MISSOURI
(the "City")

By: _____
City Manager

ATTEST:

By: _____
Shannon Hance, MRCC, City Clerk

SSEGT RENTALS, LLC

By:  _____
Member

ATTEST:

By: One Ellen Morris
Member

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: Police
Date: September 5, 2023

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, it is recommended the 911 tariff remain at fourteen- and one-half percent (14.5%)

Recommended Action: Please approve this ordinance.

Fund Name:

Account Number:

Available Budget \$:

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker**

Council Member

M___ S___ **Jeffrey**

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 5th day of September 2023.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: Police
Date: September 5, 2023

Agenda Item: A Resolution Approving A Telecommunications Service Contract With Socket For The Moberly Police Department.

Summary: Replacement of copper T-1 lines between dispatch and radio base at the Rollins Street water tower is mandated by ATT. Current agreement with ATT extends the current agreement to no more than one year and the monthly cost for copper lines will increase to exceed \$3,000 dollars per month. Switching to fiber optic lines from ATT will cost about \$1,000 dollars per month. Socket will install lines to the water tower and have a monthly charge of \$695. Socket currently provides phone services to the City of Moberly.

Recommended Action Please approve the Resolution.

Fund Name:

Account Number:

Available Budget \$:

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

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROVING A TELECOMMUNICATIONS SERVICE CONTRACT WITH SOCKET FOR THE MOBERLY POLICE DEPARTMENT.

WHEREAS, the Police Department is mandated by ATT to replace copper T-1 lines between dispatch and the radio base; and

WHEREAS, Socket has proposed installing fiber bandwidth certified intrastate and intraLATA – 10Mbps/10Mbps in exchange for a monthly service fee of \$695.00 which will accomplish the ATT mandate; and

WHEREAS, attached hereto is a Telecommunications Service Contract from Socket for the monthly service of the fiber optic lines which staff recommends be approved by the City Council.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves the Telecommunications Service Contract with Socket and the \$695.00 monthly charge for fiber optic lines and authorizes the City Manager to execute the contract on behalf of the City and to take such other and further action as may be necessary to accomplish the purpose of this Resolution.

RESOLVED this 5th day of September, 2023, by the Council of the City of Moberly, Missouri.

 Presiding Officer at Meeting

ATTEST:

 Shannon Hance, MRCC, City Clerk



Socket Summary

Location	Pricing	Term
101 W Reed Public Utilities Moberly, MO 65270	\$347.50	monthly charge
	\$0.00	non-recurring charge
	\$640.00	non-recurring charge (waived)
303 E Rollins Moberly, Mo 65270	\$347.50	monthly charge
	\$0.00	non-recurring charge
	\$2,915.00	non-recurring charge (waived)

Contract Total

Location	Pricing	Term
Charges For All Packages	\$695.00	monthly charge
	\$0.00	non-recurring charge
	\$3,555.00	non-recurring charge (waived)

Notices

- * Pricing is valid for thirty days.
- * Pricing does not include applicable taxes and surcharges.
- * Socket will provide service to the point of demarcation at the customer premise. Any wiring beyond this point will be the responsibility of Customer.
- * Customer will be responsible for cancelling current services. Socket will notify Customer when services with prior service provider can be cancelled.

Location Summary

101 W Reed Public Utilities Moberly, MO 65270 Dedicated Point to Point

Data Services	Qty	Pricing	Term
Fiber Bandwidth Certified Intrastate and IntraLATA - 10Mbps/10Mbps	1	\$347.50	monthly charge
Other Fees	Qty	Pricing	Term
Waived Setup Fee	1	\$640.00	non-recurring charge (waived)



Location Summary

303 E Rollins Moberly, Mo 65270 Dedicated Point to Point

Data Services	Qty	Pricing	Term
Fiber Bandwidth Certified Intrastate but InterLATA - 10Mbps/10Mbps	1	\$347.50	monthly charge
Other Fees	Qty	Pricing	Term
Waived Setup Fee	1	\$2,915.00	non-recurring charge (waived)

This Telecommunications Service Contract ("TSC") sets out the Terms and Conditions for regulated telecommunications services and non-regulated data and ancillary services ("Services"). This contract is made by and between Socket Telecom, LLC ("Socket" or "Seller") and City of Moberly ("Customer" or "Buyer").

1. Term - This contract shall be effective as of date the TSC is approved and accepted by Seller (the "Effective Date") as reflected on the Contract: Summary of Service. The contract shall remain effective for a period of 36 months after the Service Delivery Date. The Service Delivery Date shall be the date upon which service is ready to be activated. At the end of the Term, unless previously terminated by either party by providing 30 days prior written notice, the terms and conditions contained in this contract will remain in full force and effect until terminated by either party by providing at least thirty (30) days prior written notice to the other party.
2. Socket will provide the Services specified in the Contract: Summary of Service. Socket may provide some or all of the specified Services through an affiliate, subsidiary, or subcontractor. Socket shall use reasonable efforts to provision necessary facilities to provide the specified Services. In the event suitable facilities are unavailable or special construction is required, the Seller reserves the right to refuse service or assess additional non-recurring construction charges beyond normal installation charges. In the event the Seller seeks to assess special construction charges, the Customer will have the option of paying the charges or declining service prior to any work taking place.
3. Customer agrees to pay special construction, installation, non-recurring, and recurring charges as specified in the Contract: Summary of Service. Socket will bill in full monthly increments with no proration for partial service periods when service ends in the middle of a billing cycle.
4. Services will be invoiced monthly. Payment is due 20 days after date of invoice. Accounts are in default if payment is not received within 45 days after date of invoice. If Customer's payment is returned to Socket, unpaid customer is immediately in default and subject to a \$25 return check charge from Socket. Accounts in default may have their service interrupted. Such interruption does not relieve customer from the obligation to pay the monthly charge. Accounts in default are subject to an interest charge of 1.5% per month on the outstanding balance. If customer's state law does not allow an interest rate of 1.5% per month, the maximum allowable rate of customer's state will be charged. If customer defaults, customer agrees to pay Socket its reasonable expenses, including attorney and collection agency fees, incurred in enforcing its rights under these Terms and Conditions.
5. In the event the Customer terminates Services prior to the end of the Term, the customer agrees on the next monthly bill to pay Socket, as liquidated damages and not as a penalty, the amounts set forth as follows:
 - * For all non-hosted Services, customer agrees to pay an amount equal to 75% of the monthly payments remaining on the term period and all previously waived and/or unpaid set up and installation charges.
 - * For Hosted Services, customer agrees to pay an amount equal to 100% of the monthly payments remaining on the term period for the Hosted Services.The customer agrees that the actual damage to Socket is difficult to ascertain and that the amounts fixed for liquidated damages are a reasonable estimate of the actual reduction in value of this TSC that Socket will sustain. Any modification or changes in Services requires the written approval of Seller. Customer must provide cancellation notice in writing.
6. All regulated services are provided subject to the terms of the applicable tariff or tariffs and Socket's Acceptable Use Policy ("AUP"), which are herein incorporated by reference. In the event the rate or rates for a regulated service or services specified in the applicable tariff is changed, Socket will provide advance notice of the increase to the Customer. In the event that Socket increases the rate charged to the Customer for a regulated service during this Term, the Customer will have the option to terminate the services without incurring any early termination charges. Customer must exercise such option within 30 days of the date of the first invoice applying the increased rate. In the event of a conflict between tariffs and this TSC, the terms of the tariff shall prevail.

7. All transport services will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) by requesting to designate them as such in this Order above, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Carrier-provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only, and will apply to all Intrastate Services stated in this Order.
8. Customer agrees to provide sixty (60) days advance notice to Socket if Customer seeks to move Services to a different location. Socket may either (a) allow Customer to provide 60 days advance notice to move Services to new location and pay any applicable installation charges or (b) terminate affected Services if Customer is moving to location where Socket does not provide Services. If Customer moves services, Customer will be required to enter into a new TSC for such new location for a Term equal to or greater than the Term of the original TSC. Monthly charges may also be affected. In the event Socket terminates affected Services or customer does not enter into a new TSC for a Term equal to or greater than the Term of the original TSC, Socket will apply the liquidated damages set forth in Section 5 for the terminated location. Customer agrees to pay the cost and expenses, if any, incurred by Socket to cancel the terminated circuit, including without limitation, any applicable third-party terminating liability charges.
9. All taxes and government-approved fees will be added to Customer's bill. Any customer Exemption from any taxes or government fees requires proper documentation before the Exemption can apply. Exemptions for billing prior to proper documentation being provided will not be credited.
10. The services provided under this contract may only be used for lawful purposes. Transmission of any material in violation of any International, U.S., or state law or regulation is prohibited. This includes, but is not limited to, transmission of materials in violation of copyright protections, material legally judged to be threatening or obscene, or material in violation of trade laws or trade secret protections. Customer agrees to indemnify, defend, and hold harmless Socket from any claims resulting from customer's use of the service or breach of these Terms and Conditions or Socket's Acceptable Use Policy which result in damage to Customer or another party.
11. In compliance with FCC rules, Socket will not release a customer's Customer Proprietary and Network Information to any non-affiliated company without the customer's consent and will take appropriate measures to safeguard that information from unauthorized disclosure.
12. Socket shall use reasonable efforts to make Services available by the estimated Service Delivery Date. Socket shall not be liable for any damages whatsoever for late delivery, including delays incurred for reasons beyond the reasonable control of Socket such as casualty, condemnation, loss of rights-of-way, delays in obtaining necessary regulatory approvals, and weather related delays in actual construction work (Force Majeure Events). If Customer is not ready to accept Socket Services on the actual Service Delivery Date, Socket shall nevertheless commence billing.
13. Socket disclaims all express or implied warranties, obligations, or liabilities, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, except for any limited warranties expressly set forth herein or in the applicable tariffs. The products, including software, are provided as is without warranty of any kind, either express or implied. Socket does not warrant that equipment sold, if any, including software and security software, will be uninterrupted or error free in its operation or prevent third party hacking or access to customer's networks. Socket shall not be liable for loss of data, the inability to use data, or damage or expense arising from the use or inability to use the service, either separately or in combination with any other system, whether or not Socket has received notice of the possibility of such damages.



14. Customer is responsible for returning Customer Premise Equipment furnished by Socket in good working condition upon the termination of service. In the event the Customer does not return Customer Premise Equipment, Customer will be billed by Socket for the cost of Customer Premise Equipment. In the event Customer Premise Equipment is damaged or destroyed, Customer is responsible for the cost of replacing Customer Premise Equipment. Customer Premise Equipment that Socket uses in the normal course of business is subject to a 10% restocking fee while Customer Premise Equipment that Socket does not stock in the normal course of business will be subject to a 25% restocking fee in the event Customer cancels service prior to the turn up of service.
15. These Terms and Conditions supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted. The signed contract constitutes acceptance of the Terms and Conditions. This Agreement constitutes a legally enforceable contract between the Buyer and Seller hereto and shall be construed, interpreted, and governed by, the laws of the State of Missouri, with Boone County as the proper and accepted Venue.
16. Customer gives Socket, its vendors, or contractors all necessary rights of access and entry to the property to install, provide, maintain, repair, and upgrade Services. In the event that Socket, its vendors, or contractors install fiber-optic facilities and related equipment to serve Customer, Customer gives Socket permission to place such facilities in existing conduits and riser facilities if Socket determines such existing conduits and riser facilities have sufficient capacity. Customer also gives Socket the right to connect to and use existing customer-owned cabling. Customer may not modify, move, remove, alter, use, occupy, or damage Socket's facilities, including Socket installed conduits, without the prior written consent of Socket.

Customer hereby agrees to the Terms and Conditions, Authorization to Change Service Provider(s) and other provisions of this Agreement.

Customer Authorization

Socket Authorization

Customer Signature

Socket Signature

Customer Printed Name/Title

Carson Coffman,
President/COO

Date

Date

City of Moberly

City Council Agenda Summary

Agenda Number: #21.

Department: Purch. & Personnel

Date: September 5, 2023

Agenda Item: A Resolution Recording The Destruction Of Certain Local Government Records.

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

Recommended

Action: Please approve the Resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Brubaker**

Council Member

M___ S___ **Jeffrey**

M___ S___ **Kimmons**

M___ S___ **Kyser**

M___ S___ **Lucas**

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION RECORDING THE DESTRUCTION OF CERTAIN LOCAL GOVERNMENT RECORDS.

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

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

WHEREAS, the listed records shall be destroyed by shredding.

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

RESOLVED this 5th day of September 2023, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

Exhibit A**Employment Eligibility Verification Forms: GS 031****City of Moberly, Missouri**

(This form documents the destruction of Employment Eligibility Verification Forms GS 031 in accordance with the State of Missouri Records Retention Schedule).

Minimum Retention: 3 years from date of hire or 1 year after date of separation, whichever is later. August 19, 2003; Revised August 24, 2017

DescriptionDate RangeCorrespondence General

Employment Eligibility Verification 2019-2021

92 pages

Please see the following attachment for description detail.

Jackie Robinson, Administrative Assistant

Date of destruction

08-23-2023



GS 028*Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Time and Attendance Records**

Time sheets, Time Cards, Attendance reports, Absence reports, Sign in/Sign out cards, Work Assignment Schedule, Work Schedule, Work Assignment File

Records documenting hours worked and leave hours accrued or taken by employees on a daily, weekly, or monthly basis. Also documents hours of court ordered community service completed by non-employees.

May include: name, social security number, hours worked, type and number of leave hours taken or accrued, total hours, dates, signatures and related data.

3 years plus completion of audit

Destroy securely

See also: Leave Requests

August 19, 2003

GS 029*Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Leave Requests**

Leave Applications

Records documenting an employee's request for sick, vacation, compensatory, or other leave time.

May include: employee's name, department, date, type of leave requested, leave dates, hours, related information, signature of individual authorizing leave and approval date.

3 years plus completion of audit

Destroy securely

See also: Time and Attendance Records

August 19, 2003

GS 030*Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Equal Employment Opportunity (EEO) Records**

Affirmative Action Records

Records documenting the adoption, administration and compliance with US Equal Employment Opportunity Commission regulations.

Records may include: policies, plans, procedures, work place analyses, EEO-4 reports and related records and complaint records (which may include reports, exhibits, withdrawal notices, copies of decision, hearing and meeting records, and related documentation and correspondence).

Plans, policies and updates: Permanent; Complaint records: 3 years after final decision;

Other records: 3 years

Destroy securely

August 19, 2003

GS 031*Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Employment Eligibility Verification Forms**

I-9 Forms

Documents the filing of US Immigration and Naturalization Service form I-9, which verifies that an applicant or employee is eligible to work in the United States.

3 years from date of hire, or 1 year after date of separation, whichever is later

Destroy securely

This form is not part of the Employee Personnel Record and should be filed separately.

August 19, 2003; Revised August 24, 2017

GS 032*Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Employee Benefit Records**

County Employee Retirement Fund (CERF) Records; LAGERS; Supplemental Insurance Documents an individual employee's benefit information such as selection of insurance plans, retirement, pension and disability plans, deferred compensation plans, and other benefit information.

Records may include but are not limited to: plan selection and application forms, enrollment records, contribution and deduction summaries, personal data records, authorizations, beneficiary information, year-end leave balance reports, and related documentation.

Retain year-end leave balance reports and a copy of retirement enrollment records 75 years after date of hire. Retain other records 3 years after employee separation or eligibility expired.

Destroy securely

August 19, 2003; Revised August 28, 2012

Exhibit A

Employee Benefit Records: GS 032

City of Moberly, Missouri

(This form documents the destruction of Employee Benefit Records GS 032 in accordance with the State of Missouri Records Retention Schedule). Minimum Retention: 3 years after employee separation or eligibility expires. August 19, 2003; Revised August 28, 2012

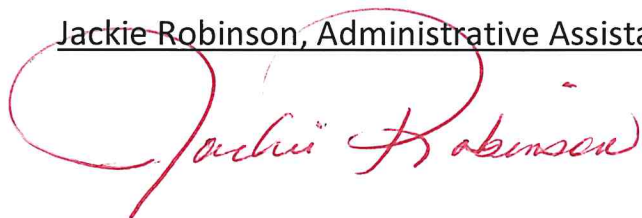
<u>Description</u>	<u>Date Range</u>	<u>Correspondence General</u>
<u>Employee Benefit Records</u>	2018-2020	87 pages

Please see the following attachment for description detail.

Jackie Robinson, Administrative Assistant

Date of destruction

08-23-2023



GS 028*Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Time and Attendance Records**

Time sheets, Time Cards, Attendance reports, Absence reports, Sign in/Sign out cards, Work Assignment Schedule, Work Schedule, Work Assignment File

Records documenting hours worked and leave hours accrued or taken by employees on a daily, weekly, or monthly basis. Also documents hours of court ordered community service completed by non-employees.

May include: name, social security number, hours worked, type and number of leave hours taken or accrued, total hours, dates, signatures and related data.

3 years plus completion of audit

Destroy securely

See also: Leave Requests

August 19, 2003

GS 029*Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Leave Requests**

Leave Applications

Records documenting an employee's request for sick, vacation, compensatory, or other leave time.

May include: employee's name, department, date, type of leave requested, leave dates, hours, related information, signature of individual authorizing leave and approval date.

3 years plus completion of audit

Destroy securely

See also: Time and Attendance Records

August 19, 2003

GS 030*Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Equal Employment Opportunity (EEO) Records**

Affirmative Action Records

Records documenting the adoption, administration and compliance with US Equal Employment Opportunity Commission regulations.

Records may include: policies, plans, procedures, work place analyses, EEO-4 reports and related records and complaint records (which may include reports, exhibits, withdrawal notices, copies of decision, hearing and meeting records, and related documentation and correspondence).

Plans, policies and updates: Permanent; Complaint records: 3 years after final decision;

Other records: 3 years

Destroy securely

August 19, 2003

GS 031*Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Employment Eligibility Verification Forms**

I-9 Forms

Documents the filing of US Immigration and Naturalization Service form I-9, which verifies that an applicant or employee is eligible to work in the United States.

3 years from date of hire, or 1 year after date of separation, whichever is later

Destroy securely

This form is not part of the Employee Personnel Record and should be filed separately.

August 19, 2003; Revised August 24, 2017

GS 032*Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Employee Benefit Records**

County Employee Retirement Fund (CERF) Records; LAGERS; Supplemental Insurance Documents an individual employee's benefit information such as selection of insurance plans, retirement, pension and disability plans, deferred compensation plans, and other benefit information.

Records may include but are not limited to: plan selection and application forms, enrollment records, contribution and deduction summaries, personal data records, authorizations, beneficiary information, year-end leave balance reports, and related documentation.

Retain year-end leave balance reports and a copy of retirement enrollment records 75 years after date of hire. Retain other records 3 years after employee separation or eligibility expired.

Destroy securely

August 19, 2003; Revised August 28, 2012

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#22.

Department: City Clerk

Date: September 5, 2023

Agenda Item: A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

Summary: Through the course of regular City operations, debts to various vendors and agencies are incurred. The majority are charged to the City through invoices, other debts are incurred through contractual arrangements for services, financing of purchases, and long-term debt. This resolution approves payment of two types of items; (1) those with due dates within the next two weeks, and (2) for payments that have been made for items with due dates that occurred since the previous appropriation.

Recommended

Action: Approve this resolution.

Fund Name: N/A

Account Number: N/A

Available Budget : N/A

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Brubaker** _____

Council Member

M___ S___ **Lucas** _____

M___ S___ **Jeffrey** _____

M___ S___ **Kimmons** _____

M___ S___ **Kyser** _____

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI TO PAY EXPENSES DUE BETWEEN AUGUST 18, 2023 AND AUGUST 31, 2023. IN THE AMOUNT OF \$485,781.75.

WHEREAS, the funds are to be disbursed as follows:

General Fund	\$	94,316.23
Non-Resident Lodging Tax Fund	\$	7,100.00
Payroll Fund	\$	44,335.03
Solid Waste Fund	\$	34.62
Parks and Recreation Fund	\$	57,747.43
Airport Fund	\$	1,787.28
Perpetual Care Cemetery Sales Fund	\$	81.00
Utilities Operating & Maintenance Fund	\$	104,470.68
2004B SRF Bonds Debt Service Fund	\$	38,112.13
2006A SRF Bonds Debt Service Fund	\$	27,276.65
2004C Bonds Debt Service Fund	\$	26,448.94
2008A Bonds Debt Service Fund	\$	37,553.33
Emergency Telephone Fund	\$	2,231.28
Transportation Trust Fund	\$	6,645.04
Street Improvement Fund	\$	16,805.86
Downtown CID Property Tax Fund	\$	20,836.25
Total:	\$	485,781.75

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

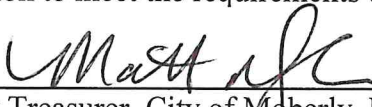
RESOLVED the 5th day of September 2023 by the Council of the City Of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

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



City Treasurer, City of Moberly, Missouri

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

Check Number	Check Issue Date	Vendor Number	Payee	Amount
94388	08/24/2023	10560	WIEDEMAN DOZING LLC	18,957.00- V
94391	08/25/2023	10013	ABAN PEST CONTROL INC	215.00
94392	08/25/2023	10018	AFLAC GROUP INSURANCE	1,049.03
94393	08/25/2023	10034	ARAMARK UNIFORM SERVICES	1,064.30
94394	08/25/2023	10055	B & D LOCK & KEY	360.00
94395	08/25/2023	10066	BARTLETT & WEST	770.00
94396	08/25/2023	94468	BOTKINS TRUCKING LLC	763.05
94397	08/25/2023	10087	BRENDLINGER ENTERPRISES INC	617.00
94398	08/25/2023	10095	BUTLER SUPPLY INC	131.11
94399	08/25/2023	94819	CFS INSPECTIONS	1,075.00
94400	08/25/2023	10750	CITY OF GLADSTONE	20,000.00
94401	08/25/2023	10197	GALLS LLC	67.99
94402	08/25/2023	10751	HWC ENTERPRISES	8,840.90
94403	08/25/2023	10294	MARTECK	100.00
94404	08/25/2023	10297	MARTINS FLAG CO INC	973.93
94405	08/25/2023	10316	MFA OIL COMPANY	1,143.22
94406	08/25/2023	10322	MIDWEST ENVIR CONSULTANTS INC	276.00
94407	08/25/2023	10325	MISSION COMMUNICATIONS LLC	6,687.60
94408	08/25/2023	10375	NEMO ELECTRIC CO INC	2,410.27
94409	08/25/2023	10399	PETTY CASH	13.75
94410	08/25/2023	10410	PRO PUMPING & HYDROJETTING LLC	2,970.00
94411	08/25/2023	10519	UNIFIRST CORPORATION	43.73
94412	08/25/2023	10525	UNITED WAY	1,090.32
94413	08/25/2023	10749	UNTIEDT, LESLIE	185.92
94414	08/25/2023	99809	WIEDEMAN, DAVID	18,957.00
94415	08/25/2023	10569	WIRELESS USA	557.35
94433	08/31/2023	10015	ADVANCED TURF SOLUTIONS	3,091.76
94434	08/31/2023	10020	AHRENS STEEL & WELDING INC	627.00
94435	08/31/2023	94018	ALLDATA LLC	1,995.00
94436	08/31/2023	10027	AMAZON CAPITAL SERVICES	496.36
94437	08/31/2023	10028	AMEREN MISSOURI	260.23
94438	08/31/2023	10028	AMEREN MISSOURI	17.44
94439	08/31/2023	10041	ARTS APPLIANCE & FURNITURE INC	10,421.90
94440	08/31/2023	10044	AT&T 5001	1,695.25
94441	08/31/2023	94181	AXON ENTERPRISE INC	32,278.48
94442	08/31/2023	10055	B & D LOCK & KEY	20.00
94443	08/31/2023	10061	BANNER FIRE EQUIPMENT INC	442.00
94444	08/31/2023	10066	BARTLETT & WEST	4,697.10
94445	08/31/2023	10748	BLACK RAIN ORDNANCE, INC	1,272.00
94446	08/31/2023	10659	BLEIGH CONSTRUCTION COMPANY	33,931.59
94447	08/31/2023	10695	BLUE CARDINAL CHEMICAL LLC	236.31
94448	08/31/2023	94448	BOONE, ANTHONY G.	3,577.58
94449	08/31/2023	10087	BRENDLINGER ENTERPRISES INC	150.00
94450	08/31/2023	10088	BRENNTAG MID SOUTH INC	2,197.90
94451	08/31/2023	10095	BUTLER SUPPLY INC	1,291.25
94452	08/31/2023	10097	CAPITAL MATERIALS LLC	856.80
94453	08/31/2023	10098	CAPITAL ONE	1,766.03
94454	08/31/2023	10105	CASON BUILDING MAINTENANCE INC	2,463.70
94455	08/31/2023	94990	COMPLETE FAMILY MEDICINE	157.00
94456	08/31/2023	10125	CONTROLLED AIRE LLC	100.00
94457	08/31/2023	10127	CORE & MAIN LP	22.38
94458	08/31/2023	10155	DMC CONCRETE CONSTRUCTION	6,645.04
94459	08/31/2023	10162	ELEVATE EQUIPMENT & CONCRETE	112.00

Check Number	Check Issue Date	Vendor Number	Payee	Amount
94460	08/31/2023	10752	EMBREE CONCRETE SOLUTIONS LLC	1,040.00
94461	08/31/2023	95564	ENNIS PAINT INC	1,788.75
94462	08/31/2023	10176	FASTENAL COMPANY	489.34
94463	08/31/2023	10179	FEHLING SMALL ENGINE LLC	1,007.97
94464	08/31/2023	10194	FUSION TECHNOLOGY LLC	214.97
94465	08/31/2023	10207	GREEN HILLS VETERINARY CLINIC LLC	2,001.40
94466	08/31/2023	10210	GULF STATES DISTRIBUTORS	660.00
94467	08/31/2023	96184	HAUSER ELECTRIC CO INC	1,999.00
94468	08/31/2023	10223	HAWKINS INC	6,127.75
94469	08/31/2023	10229	HEIMAN FIRE EQUIPMENT INC	342.81
94470	08/31/2023	10234	HILLYARD - COLUMBIA	396.58
94471	08/31/2023	10241	HUTCHINSON COMMUNITY COLLEGE	11,403.00
94472	08/31/2023	96553	INTOXIMETERS INC	235.75
94473	08/31/2023	10270	LAND/CHARITON COUNTY CONCRETE	1,249.50
94474	08/31/2023	10274	LEES LAWN CARE & EQUIPMENT LLC	396.62
94475	08/31/2023	97069	LITTLE SPARTAN FOOTBALL	150.00
94476	08/31/2023	10294	MARTECK	40.00
94477	08/31/2023	10326	MISSISSIPPI LIME CO	3,718.08
94478	08/31/2023	10330	MISSOURI DEPARTMENT OF CORRECTIONS	750.00
94479	08/31/2023	10353	MO DEPARTMENT OF NATURAL RESOURCES	200.00
94480	08/31/2023	10357	MOBERLY AREA CHAMBER OF COMMERCE	7,100.00
94481	08/31/2023	10362	MOBERLY MONITOR INDEX	40.00
94482	08/31/2023	10376	NEUMAYER EQUIPMENT CO INC	411.00
94483	08/31/2023	10378	NFM BUYER LLC	3,957.91
94484	08/31/2023	10381	NORFOLK SOUTHERN RAILWAY CO	300.00
94485	08/31/2023	10731	ON TARGET AMMUNITION LLC	3,208.69
94486	08/31/2023	10389	PALMATORY'S	110.00
94487	08/31/2023	10394	PEPCO INC	1,785.00
94488	08/31/2023	10395	PEPSI-COLA	490.34
94489	08/31/2023	10401	PLUMB SUPPLY COMPANY-MOBERLY	55.62
94490	08/31/2023	10424	RANDOLPH COUNTY RECORDER	81.00
94491	08/31/2023	10440	ROTARY CLUB OF MOBERLY	836.25
94492	08/31/2023	10446	SAFETY-KLEEN CORPORATION	114.26
94493	08/31/2023	10459	SCHULTE SUPPLY INC	5,247.10
94494	08/31/2023	10464	SELF, CHARLES E	343.51
94495	08/31/2023	10466	SENTINEL EMERGENCY SOLUTIONS	26.65
94496	08/31/2023	10485	STAPLES	1,245.62
94497	08/31/2023	10493	SWALLOW TROPHY & ENGRAVING	32.00
94498	08/31/2023	10501	THOMAS HILL PUBLIC WATER SUPPLY	90.76
94499	08/31/2023	10607	T-MOBILE	1,666.30
94500	08/31/2023	10519	UNIFIRST CORPORATION	393.91
94501	08/31/2023	10520	UNITED FIRST AID & SAFETY LLC	102.97
94502	08/31/2023	10749	UNTIEDT, LESLIE	70.00
94503	08/31/2023	10527	US CELLULAR	418.64
94504	08/31/2023	10529	USA BLUE BOOK	1,378.74
94505	08/31/2023	10534	VANDEVANter ENGINEERING INC	19,505.80
94506	08/31/2023	10548	WATER & SEWER SUPPLY INC	4,252.50
94507	08/31/2023	99809	WIEDEMAN, DAVID	9,155.00
94508	08/31/2023	10573	WOOGEDY LLC	1,804.50
94509	08/31/2023	10578	ZAMKUS AND ASSOCIATES LLC	1,000.00
94510	08/31/2023	10579	ZERO9 SOLUTIONS	193.25
20230824	08/24/2023	10028	AMEREN MISSOURI	52,338.61 M
202302315	08/25/2023	10517	UMB BANK	129,391.05
202302316	08/31/2023	10336	MISSOURI LAGERS	42,195.68
Grand Totals:				485,781.75

Summary by General Ledger Account Number

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
100.000.1600	895.62	.00	895.62
100.000.1601	702.78	.00	702.78
100.000.2000	18,957.00	113,273.23-	94,316.23-
100.000.2305	5,058.40	.00	5,058.40
100.001.5211	35.97	.00	35.97
100.002.5211	35.97	.00	35.97
100.003.5200	18.90	.00	18.90
100.003.5211	35.97	.00	35.97
100.003.5404	40.00	.00	40.00
100.003.5406	1,000.00	.00	1,000.00
100.003.5806	100.00	.00	100.00
100.004.5211	12.67	.00	12.67
100.005.5200	55.81	.00	55.81
100.005.5211	179.85	.00	179.85
100.005.5406	770.00	.00	770.00
100.005.5418	28,108.00	18,453.00-	9,655.00
100.005.5806	40.00	.00	40.00
100.006.5211	35.97	.00	35.97
100.007.5107	224.36	.00	224.36
100.007.5200	729.12	.00	729.12
100.007.5209	1,144.60	.00	1,144.60
100.007.5211	143.88	.00	143.88
100.007.5217	102.97	.00	102.97
100.007.5220	3,880.96	.00	3,880.96
100.007.5307	467.85	.00	467.85
100.007.5308	498.75	.00	498.75
100.007.5403	359.66	.00	359.66
100.007.5406	35.00	.00	35.00
100.007.5502	32,278.48	.00	32,278.48
100.008.5107	471.81	.00	471.81
100.008.5200	609.84	.00	609.84
100.008.5203	31.13	.00	31.13
100.008.5206	58.00	.00	58.00
100.008.5209	1,187.57	.00	1,187.57
100.008.5211	138.86	.00	138.86
100.008.5307	89.50	.00	89.50
100.008.5309	1,274.50	.00	1,274.50
100.008.5402	11,403.00	.00	11,403.00
100.008.5406	50.00	.00	50.00
100.009.5200	235.52	.00	235.52
100.009.5205	247.60	.00	247.60
100.009.5211	143.88	.00	143.88
100.009.5217	73.98	.00	73.98
100.009.5300	8.34	.00	8.34
100.009.5309	498.75	.00	498.75
100.009.5406	445.00	.00	445.00
100.010.5200	1,072.94	.00	1,072.94
100.010.5209	148.51	.00	148.51
100.010.5211	35.97	.00	35.97
100.010.5406	375.00	.00	375.00
100.011.5200	37.27	.00	37.27
100.011.5204	254.30	.00	254.30
100.011.5300	150.00	.00	150.00
100.011.5406	2,323.70	.00	2,323.70
100.012.5209	68.00	.00	68.00
100.012.5211	35.97	.00	35.97

GL Account	Debit	Credit	Proof
100.013.5209	301.54	.00	301.54
100.013.5210	13,079.43	.00	13,079.43
100.013.5806	182.00	.00	182.00
100.013.5808	76.92	.00	76.92
100.014.5204	70.41	.00	70.41
100.017.5300	504.00	504.00-	.00
100.019.5209	14.75	.00	14.75
100.020.5204	51.50	.00	51.50
100.020.5209	232.20	.00	232.20
100.020.5406	175.00	.00	175.00
100.021.5300	100.00	.00	100.00
100.021.5406	25.00	.00	25.00
102.000.2000	.00	7,100.00-	7,100.00-
102.000.5406	7,100.00	.00	7,100.00
105.000.2000	.00	44,335.03-	44,335.03-
105.000.2603	2,139.35	.00	2,139.35
105.000.5102	42,195.68	.00	42,195.68
110.000.2000	.00	34.62-	34.62-
110.033.5209	34.62	.00	34.62
115.000.2000	133.52	57,880.95-	57,747.43-
115.040.5200	121.98	.00	121.98
115.040.5204	439.64	.00	439.64
115.040.5209	1,758.63	.00	1,758.63
115.040.5211	35.97	.00	35.97
115.040.5300	95.54	.00	95.54
115.040.5311	68.51	.00	68.51
115.040.5406	275.00	.00	275.00
115.041.5200	1,399.41	.00	1,399.41
115.041.5204	942.38	133.52-	808.86
115.041.5209	2,315.93	.00	2,315.93
115.041.5211	71.94	.00	71.94
115.041.5305	763.05	.00	763.05
115.041.5311	613.20	.00	613.20
115.041.5406	180.00	.00	180.00
115.041.5502	4,697.10	.00	4,697.10
115.042.5200	1,041.19	.00	1,041.19
115.042.5204	13.75	.00	13.75
115.042.5214	26.99	.00	26.99
115.042.5311	506.60	.00	506.60
115.042.5406	134.95	.00	134.95
115.043.5200	44.92	.00	44.92
115.043.5204	14.97	.00	14.97
115.043.5214	430.00	.00	430.00
115.044.5204	118.42	.00	118.42
115.044.5209	232.21	.00	232.21
115.044.5211	71.94	.00	71.94
115.044.5212	89.00	.00	89.00
115.044.5406	360.00	.00	360.00
115.044.5500	300.00	.00	300.00
115.045.5215	507.90	.00	507.90
115.048.5207	2,050.76	.00	2,050.76
115.048.5209	111.51	.00	111.51
115.048.5211	35.97	.00	35.97
115.048.5305	2,020.00	.00	2,020.00
115.048.5311	1,999.00	.00	1,999.00
115.048.5406	61.00	.00	61.00
115.048.5502	33,931.59	.00	33,931.59

GL Account	Debit	Credit	Proof
120.000.2000	.00	1,787.28-	1,787.28-
120.000.5200	262.12	.00	262.12
120.000.5204	56.60	.00	56.60
120.000.5209	745.59	.00	745.59
120.000.5211	35.97	.00	35.97
120.000.5311	411.00	.00	411.00
120.000.5406	276.00	.00	276.00
125.000.2000	.00	81.00-	81.00-
125.000.4814	81.00	.00	81.00
301.000.2000	.00	104,470.68-	104,470.68-
301.110.5201	72.48	.00	72.48
301.110.5206	1,182.50	.00	1,182.50
301.110.5211	229.57	.00	229.57
301.110.5306	184.98	.00	184.98
301.110.5403	29.99	.00	29.99
301.110.5406	10,421.90	.00	10,421.90
301.112.5200	28.69	.00	28.69
301.112.5201	50.90	.00	50.90
301.112.5204	56.98	.00	56.98
301.112.5206	135.88	.00	135.88
301.112.5209	25.71	.00	25.71
301.112.5211	219.10	.00	219.10
301.112.5213	4,319.00	.00	4,319.00
301.112.5217	29.82	.00	29.82
301.112.5309	399.00	.00	399.00
301.112.5313	970.52	.00	970.52
301.112.5314	77.58	.00	77.58
301.112.5406	122.00	.00	122.00
301.113.5200	236.31	.00	236.31
301.113.5206	255.92	.00	255.92
301.113.5207	12,043.73	.00	12,043.73
301.113.5209	5,522.16	.00	5,522.16
301.113.5211	44.47	.00	44.47
301.113.5216	1,378.74	.00	1,378.74
301.113.5309	199.50	.00	199.50
301.113.5311	4,252.50	.00	4,252.50
301.113.5316	20.00	.00	20.00
301.114.5200	627.00	.00	627.00
301.114.5204	125.98	.00	125.98
301.114.5209	25,769.19	.00	25,769.19
301.114.5211	109.42	.00	109.42
301.114.5303	21,151.62	.00	21,151.62
301.114.5304	10,274.60	.00	10,274.60
301.114.5309	199.50	.00	199.50
301.114.5406	35.00	.00	35.00
301.114.5455	3,577.58	.00	3,577.58
301.115.5201	40.00	.00	40.00
301.115.5209	14.89	.00	14.89
301.115.5211	35.97	.00	35.97
377.000.2000	.00	38,112.13-	38,112.13-
377.000.5500	38,112.13	.00	38,112.13
378.000.2000	.00	27,276.65-	27,276.65-
378.000.5500	27,276.65	.00	27,276.65
379.000.2000	.00	26,448.94-	26,448.94-
379.000.5500	26,448.94	.00	26,448.94
380.000.2000	.00	37,553.33-	37,553.33-
380.000.5500	37,553.33	.00	37,553.33

GL Account	Debit	Credit	Proof
400.000.2000	.00	2,231.28-	2,231.28-
400.000.5107	63.00	.00	63.00
400.000.5200	112.21	.00	112.21
400.000.5211	1,695.25	.00	1,695.25
400.000.5307	360.82	.00	360.82
600.000.2000	.00	6,645.04-	6,645.04-
600.143.5502	6,645.04	.00	6,645.04
601.000.2000	.00	16,805.86-	16,805.86-
601.000.5302	7,964.96	.00	7,964.96
601.000.5502	8,840.90	.00	8,840.90
912.000.2000	.00	20,836.25-	20,836.25-
912.000.5502	20,836.25	.00	20,836.25
Grand Totals:	523,962.79	523,962.79-	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

City of Moberly

City Council Agenda Summary

Agenda Number: #23.
 Department: City Clerk
 Date: September 5, 2023

Agenda Item: Consideration For Approval Of A New Liquor Application.

Summary: • **C&H Café Pub & Grub**, 111 E Coates St, Moberly, MO 65270, submitted by Heather Davis. Retail sale of all kinds of intoxicating liquor by drink, including package sales and retail sale of all kinds of intoxicating liquor by drink on premises Sunday only (restaurant bar).

This application has gone through the approval process with all required departments, and we recommend approval.

Recommended Action: Please approve this application.

Action:

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

City of Moberly

City Council Agenda Summary

Agenda Number: #24.

Department: Administration

Date: September 5, 2023

Agenda Item: Proposals From The Tourism Advisory Commission.

Summary: At the August 1, 2023, Moberly Tourism Commission meeting the following proposals were reviewed and recommended for approval by the Commission.

A proposal from Moberly Chamber of Commerce for Junk Junktion event. They are requesting \$1,000 for social media marketing and commercial ads. A proposal from Moberly Community Betterment for Gus Macker event. They are requesting \$1,000 for social media and commercial ads. After a brief discussion, the board made a motion to approve the sponsorship of \$1,000 for each event.

Recommended

Action: Please approve these proposals.

Fund Name: Non-Resident Lodging Tax Fund

Account Number: 102.000.5502

Available Budget \$: 1,500.00

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Brubaker** ___ ___

Council Member

M___ S___ **Lucas** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Jeffrey** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed



Name of Organization: Moberly Community Betterment | **Date:** 7/27/23

Contact Person: Megan Schmitt

Address: 211 West Reed St Moberly, MO 65270 | **Telephone:** 660-263-6070

Date of Event: September 9 & 10, 2023 | **Name of Event:** Gus Macker

How Event Promotes Tourism in Moberly

1. What are the specific, measurable tourism benefits your event or capital project produces?

Gus Macker is also the county's largest tourism event. This event is parked on Junk Junktion weekend to further drive visitation. Gus Macker is a nationally followed 3-on-3 basketball tournament. It was started in 2021 and last year we had 15,000 people from 12 states. We had a little over 412 players last year from Michigan, Iowa, Illinois, Minnesota, Florida, and beyond. We know these details as registrants have to sign up online and we toured a cell phone data tracking software where they reported 15,000 people were in attendance on Saturday only. The economic impact is estimated to be over \$3 million dollars. We have heard personal stories where many businesses receive record sales.

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

We specifically work with the hotels, restaurants & shops for this event. All the hotels are always full and last year we saw overflow in Glasgow Airbnbs, Jefferson City and Brookfield. This is three other counties besides Moberly that we are affecting due to our shortage of hotel rooms. This data was from the cell-phone data tracking software. We ask the restaurants and shops to give us measurable data to compare and they are always hitting record sales.

3. How does your event attract non-residents?

This event has had a tremendous following in the Midwest and we saw players from those regions. This is a branded event that has had a 49th year history, which is why it's so followed by basketball fan.

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

The funds will be used for social media advertising. This year, we want to do a lot of ads targeting towards Michigan and Illinois, this grant will assist with that.

Financial Statement (See Attached)

Statement of Assurances

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

Name (Please Print):

Megan Schmitt

Signature:

Megan Schmitt

Date:

8-1-2023

Title or Office Held: Executive Director

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

Item	Description	Total Cost	Grant
Commercial	Commercial with KOMU marketing the event	\$1,500	500
Facebook Ads	FB & IG ads targeting the event	1500	500
Stickers		400	
Friday Folders		500	
Yard Signs		400	
Aframes		500	
Postcards		300	
	TOTAL		\$1,000

City of

Proberly!

Name of Organization: _____

Contact Person: _____	146	Phone: _____
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Gus Macker 2023 | September 9 & 10, 2023

Expenses	2022 Budget	2023 Budget	Notes
Facebook Ads	\$ 500.00	\$ 1,000.00	
Friday Folders Printing	\$ 500.00	\$ 500.00	
2500 Postcards	\$ 215.00	\$ 215.00	
Envelopes	\$ 51.71	\$ 60.00	
Postcard Mailing	\$ 800.00	\$ 1,000.00	
Sponsor Banners	\$ 3,059.49	\$ 3,100.00	
Presenting Sponsor Signs	\$ 500.00	\$ 500.00	
Step & Repeat Banner	\$ 179.00	\$ 179.00	
Aframe Inserts	\$ 504.00	\$ 515.00	
Yard Signs & Stickers	\$ 353.17	\$ 400.00	
Travel 2 Conference	\$ 1,206.70	\$ 1,300.00	
Toilets	\$ 1,300.00	\$ 1,300.00	
Posts & Cement	\$ 330.00	\$ 330.00	
Forklift	\$ 196.69	\$ 200.00	
Tables & Chairs	\$ 480.00	\$ 480.00	
Slam Dunk Contest	\$ 500.00	\$ 500.00	
Security	\$ 640.00	\$ 640.00	
Player Tshirts	\$ 2,100.00	\$ 2,100.00	
Volunteer Shirts	\$ 1,033.45	\$ 1,300.00	
Trophies & Awards	\$ 5,831.00	\$ 6,000.00	
Striped Shirts	\$ 300.00	\$ 300.00	
Refs	\$ 1,500.00	\$ 1,500.00	
Trash Bags, etc	\$ 292.19	\$ 300.00	
Waiver Printing	\$ 75.00	\$ 75.00	
Licensing Fees	\$ 5,000.00	\$ 5,000.00	
Travel for Macker Staff	\$ 2,000.00	\$ 2,000.00	
Stickers	\$ 119.97	\$ 119.97	
	\$ 29,567.37	\$ 30,913.97	
Income			
Team Entry Fees	\$18,000.00	\$20,000.00	Macker takes 30% of registration
Sponsors	\$ 15,000.00	\$14,500.00	
		\$ 250.00	
Tourism Commission	\$1,000.00	\$1,000.00	
Total Income	\$34,000.00	\$35,750.00	
Overall Income	\$5,105.00	\$ 6,000.00	

Proceeds are distributed to
area schools



Name of Organization: Moberly Area Chamber of Commerce | **Date:** 7/27/23

Contact Person: Megan Schmitt

Address: 211 West Reed St Moberly, MO 65270 | **Telephone:** 660-263-6070

Date of Event: September 9 & 10, 2023 | **Name of Event:** Junk Junktion Vintage Market

How Event Promotes Tourism in Moberly

1. What are the specific, measurable tourism benefits your event or capital project produces?

This event is Moberly's largest tourism event and largest county event. It was started in 2018 as a way to drive tourism traffic to Moberly. The first year it only had 17 vendors and this year it has almost 100. We have 95 as of July. Due to the scale of this event, type of event and location of the event it encourages visitor spending and visitors drive from several hours away to attend. Last year, visitors were estimated to be around 15,000 people from 12 states. We know these details as we track vendors and toured a cell phone data tracking software where they reported 15,000 people were in attendance on Saturday only. The economic impact is estimated to be over \$3 million dollars. We have heard personal stories where many businesses receive record sales.

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

We specifically work with the hotels, restaurants & shops for this event. All the hotels are always full and last year we saw overflow in Glasgow Airbnbs, Jefferson City and Brookfield. This is three other counties besides Moberly that we are affecting due to our shortage in hotel rooms. This data was from the cell-phone data tracking software. We ask the restaurants and shops to give us measurable data to compare and they are always hitting record sales.

3. How does your event attract non-residents?

Many people, women especially, love vintage markets and will bring their friends in for a weekend of fun. This is such a unique event to Missouri and further draws visitors. It has now grown so large that it is something Moberly is known for.

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

The funds will be used for a commercial & with social media advertising. Commercials are extremely expensive, but we have had really good luck with KOMU advertising. We also would like to do a really large push towards social media as well for all of the events and activities happening on that weekend.

Financial Statement (See Attached)

Statement of Assurances

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

Name (Please Print): Megan Schmitt

Signature: Megan Schmitt

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Date: Aug 1, 2023 Title or Office Held: Executive Director

Itemized Budget of Marketing Grant Funds

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

Item	Description	Total Cost	Grant
Commercial	Commercial with KOMU marketing the event	\$1,500	\$750
Facebook Ads	FB & IG ads targeting the event	\$750	\$250
Radio Ads	Radio ads targeting event attendees	\$500	0
Postcards	Postcards passing out to businesses & vendors	\$400	0
Stickers for Signs		\$400	0
Rack Cards		\$200	0
	TOTAL		\$1,000

Junk Junktion 2023 | September 9 & 10

Expenses	2022 Budget	2023 Budget	Notes
Porta Potty	\$ 2,100.00	\$ 2,100.00	
Handwash Stations	\$ 800.00	\$ 800.00	
Cups	\$ 631.86	n/a	We had so many left year that we didn't n for this year
Postcards	\$ 349.00	\$ 400.00	
Yard Sign Stickers	\$ 392.67	\$ 400.00	
Tshirts & Staff Tshirts	\$ 75.00	\$ 75.00	
Music	\$ 1,750.00	\$ 1,000.00	
Commercial	\$ 1,500.00	\$ 1,500.00	
Kwix Kres Radio Ads	\$ 300.00	\$ 500.00	
Insurance	\$ 1,800.00	\$ 2,000.00	
Facebook Ads	\$ 500.00	\$ 750.00	
Postage & Envelopes	\$ 150.00	\$ 150.00	
Paper & Toner	\$ 200.00	\$ 250.00	
Ad Design Costs		\$ 50.00	
Drone Videographer	\$ 500.00	\$ 500.00	
	\$ 10,548.53	\$ 10,475.00	
Income			
Vendor Income	\$8,533.71	\$11,295.00	
Food/Alcohol Vendor	Bundled into one above	\$5,175.00	
Tshirt Sales	\$197.58	\$ 250.00	
Tourism Commission	\$1,000.00	\$1,000.00	Estimate
Presenting Sponsor		\$1,500.00	
Music Sponsor	\$1,000.00	n/a	
Total Income	\$14,481.29	\$19,220.00	
Overall Income	\$4,582.76	\$ (8,745.00)	

MOBERLY TOURISM COMMISSION

GRANT APPLICATION

PROJECT SCORE SHEET

Date: 8/2/23

Name: Michelle Westhues

Name of Event: Junk Junktion

Name of Organization: Moberly Area Chamber of Commerce

Evaluation Factors	Possible Points	Score
Quantify expansion of tourism in Moberly	5	5
Positive Community Impact to Moberly	5	5
Quality and Uniqueness of proposed Project	5	5
Positive Economic Impact to Moberly	5	5
Stability of Management and capacity	5	5
Evidence of Community Support	5	4
Overnight Hotel Stays, Retail, Restaurant	5	5
Total	35	34

The following values are assigned to each numeric spread:

Outstanding - 5 points

Excellent - 4 points

Good - 3 points

Marginal - 2 points

Poor - 1 point

MOBERLY TOURISM COMMISSION

GRANT APPLICATION

PROJECT SCORE SHEET

Date: 8/2/23

Name: Michelle Westhues

Name of Event: Gus Macker

Name of Organization: Moberly Community Betterment

Evaluation Factors	Possible Points	Score
Quantify expansion of tourism in Moberly	5	5
Positive Community Impact to Moberly	5	5
Quality and Uniqueness of proposed Project	5	5
Positive Economic Impact to Moberly	5	5
Stability of Management and capacity	5	5
Evidence of Community Support	5	4
Overnight Hotel Stays, Retail, Restaurant	5	5
Total	35	34

The following values are assigned to each numeric spread:

Outstanding - 5 points

Excellent - 4 points

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**Minutes of Meeting
Tourism Advisory Committee
July 11, 2023
9:00 AM**

The Tourism Advisory Commission for the City of Moberly met in a regular session on Tuesday, August 1, 2023, at 9 :00 a.m. in the Conference Room at City Hall. The meeting was called to order by Chairman, Tom Sanders.

Members Present: **Janie Riley
Jonique Barnett
Sarah Graff**

City Staff Attending: **Tom Sanders, Dir. Of Comm. Dev.
Shirley Olney, Executive Assistant**

Members Absent: **John Kimmons-City Council liaison.
Ryan Blackwell
Mark Fischer**

Visitors: **Michelle Westhues**

Tom Sanders opened the meeting at 9:00 AM. 3 members were absent from the meeting.

The minutes from the June 13 and July 11, 2023, were reviewed. Tom Sanders asked if there were any corrections. Janie Riley made a motion to approve these minutes as presented. Sarah Graff seconded the motion. Motion carried.

Mr. Sanders asked if there was any new business. There being none for discussion Mr. Sanders moved onto the next item on the agenda.

Mr. Sanders moved to the first item on the agenda "Review of Proposals". Ms. Westhues presented a proposal from Moberly Chamber of Commerce for the Junk Junktion event being held in September 2023. Ms. Westhues noted that businesses in the downtown area had record sales in those days. Ms. Westhues stated that they performed a zip code tracker and cell phone data tracking and people are traveling a long distance to attend this event. Ms. Westhues also presented a proposal from Moberly Community Betterment for the Gus Macker event being held in September 2023. Ms. Westhues noted that registration for the event is online so the tracking of location of participants is easy. After a brief discussion from the board, a motion was made by Janie Riley to approved both applications for the \$1,000. Jonique Barnett seconded the motion.

Mr. Sanders moved to the second item on the agenda "Update from Moberly Chamber of Commerce on Tourism Activities". Ms. Westhues presented to the board the July report for social media stats.

Mr. Sanders moved to the third item on the agenda "information on Account Balance of the Lodging Tax". Mr. Sander reviewed the amount of funds in the two accounts with the board.

Mr. Sanders moved to the fourth item on the agenda "discussion of guidelines". Mr. Sanders and the board reviewed the edits received from Michelle Westhues, after a brief discussion Ms. Westhues will make the recommended changes for review by the City Council.

Tom Sanders asked if there was anything else to be brought before the Commission. Ms. Westhues stated to the board that the Downtown CID board has approved the purchase of a synthetic ice rink to be placed at the Fennel Complex. They are looking for this to be open from November through

January each year. Mr. Sanders asked if there was anything else. There being no other business Sarah Graff made a motion to adjourn. Janie Riley seconded the motion to adjourn. Meeting adjourned.

#24.

Next meeting scheduled for September 12, 2023, at 9 AM.