

**A G E N D A**  
**AMENDED WORK SESSION**  
**City of Moberly**  
**July 20, 2020**  
**6:00 PM**

**Requests, Ordinances, and Miscellaneous**

1. Renewal of the IT support and service agreement with The Tech Shop for the Police Department.
2. A Resolution Supporting MDL Development Co.'s Application For Low Income Tax Credits For Senior Housing In Moberly, Missouri.
3. Receipt of bids for the utility disconnect for residential properties for the next three (3) years (2020-2023).
4. A Resolution Approving A Cooperative Purchase And Development Agreement With Tannehill Apartments LP and Authorizing The City Manager To Execute The Agreement.
5. A Resolution expressing support for Tannehill Apartments LP intended application for low income tax credits.
6. Discussion of an Intergovernmental Cooperation Agreement between the City of Moberly and Downtown Community Improvement District regarding the Depot Park Project.
7. A Resolution Approving A Lease Agreement With The Randolph County Democrats For Property Located At 220 W. Reed Street And Authorizing The City Manager To Execute The Lease.
8. Discussion regarding change order #1 for Morley Street Improvement Project, S & A Equipment & Builders, LLC

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_  
 Department: Police  
 Date: July 20, 2020

WS #1.

**Agenda Item:** Renewal of the IT support and service agreement with The Tech Shop for the Police Department.

**Summary:**

Resolution authorizing the renewal of the IT support and services agreement between the Moberly Police Department and The Tech Shop for 2020-2021. The current agreement expires at the end of August 2020. Cost is 1400.00 per month, for a total of 16,800 dollars.

**Recommended Action:** Approve this request

**Fund Name:**

**Account Number:**

**Available Budget \$:**

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

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

**THE TECH SHOP**  
SIMPLIFYING TECHNOLOGY

# INVOICE

**BILL TO**  
Moberly Police Department

**INVOICE #** 3569  
**DATE** 07/13/2020

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ACTIVITY	QTY	RATE	AMOUNT
<b>Service Agreement</b> Yearly Service Agreement	1	16,800.00	16,800.00

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BALANCE DUE **\$16,800.00**

# 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
<b>Daily Safety Checks</b>	-Verifies status of backup/antivirus systems -Monitors unauthorized login attempts -System vulnerability checks	-Provides added layer of protection -Enhances Security -Provides peace of mind
<b>Daily Health Checks</b>	-Comprehensive scan of your system and logs -Checks extensive list of applications and services -Identifies potential problems in advance	-Less downtime -Provides improved insight into your systems health and performance
<b>Weekly Reporting</b>	-Delivers a detailed report to your inbox each week	-Helps you keep informed on the health and security of your critical IT assets
<b>24/7 Monitoring</b>	-Checks all network and internet connections -Delivers information quickly about errors -Highlights problems that need fixed	-Identifies a comprehensive range of issues before damage is done -Maximizes system performance
<b>Proactive Maintenance</b>	-Provides patching and security updates to the OS -Manage and installs all software updates -Manages other automated tasks	-Improves system performance and uptime -Helps you work smarter and faster -Cost effective solution
<b>Managed Antivirus</b>	-Finely tuned Antivirus protection policies -Managed quarantined system -Zero day threat protection	-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.
- 20 hrs per month On-site Support / Helpdesk instances
- Unlimited Remote Support of end users including desktops, workstations, laptops, and tablets.
- Deployment and imaging of new workstations and laptops.
- Adds, moves, and changes for email and active directory systems.
- Troubleshooting, maintenance, and repair of data networks.
- 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

**Overview**

This comprehensive IT agreement covers every base. Instead of multiple invoices for different services designed to confuse you, we like to bundle it all into one flat rate so that you know exactly what you will be paying. We have found that this method really assists with budgeting for the fiscal year. 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 and any future purchases or changes to the infrastructure. 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, 2020 and shall continue until August 31, 2021 for a one year term at the predetermined rate of **\$1400** per **month**. 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. There will be no fees for onsite or remote service, both of which are unlimited. 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 Triebisch, Owner

Moberly Police Department

\_\_\_\_\_ Date: \_\_\_\_\_

Name (Printed): \_\_\_\_\_ Title: \_\_\_\_\_

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_

WS #2.

Department: Community Development  
Date: July 20, 2020

**Agenda Item:** A Resolution Supporting MDL Development Co.’s Application For Low Income Tax Credits For Senior Housing In Moberly, Missouri.

**Summary:** The attached resolution of support to MHDC for Country Villas, Phase II Senior Housing. This proposed expansion would be the East of the current facilities off Silva Lane. This new addition would be for 38 units to compliment the existing 44 units. The road was extended a few years ago to support these facilities and the lots platted and zoned properly.

Attached, please find diagrams of the proposed development. This would be MBL’s third housing project in Moberly. His first project, Ravenwood Apartments will be completely remodeled this year and following remodel, they will no longer be rent subsidized apartments.

As in the past, Mr. Lingle is requesting support letters individually from the Mayor and council. I have those drafted and attached for your review and consideration.

**Recommended Action:** Direct staff to bring forward to the August 3, 2020 regular City Council meeting for final approval.

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** N/A

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

**BILL NO:** \_\_\_\_\_

**RESOLUTION NO:** \_\_\_\_\_

**A RESOLUTION SUPPORTING MBL DEVELOPMENT CO.’S APPLICATION FOR LOW INCOME TAX CREDITS FOR SENIOR HOUSING IN MOBERLY, MISSOURI.**

**WHEREAS**, MBL Development Co. (“MBL”) has submitted plans to the City of Moberly for Country Villas II, a senior housing development project; and

**WHEREAS**, the project located at the north end of Silva Lane will be an additional 38-unit development to an already existing and successful senior housing development:

**WHEREAS**, the Missouri Housing Development Commission will consider awarding low income tax credits for funding of housing developments in the state and MBL would be a worthy recipient.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby expresses its support for the award of low-income tax credits to MBL.

**RESOLVED** this \_\_\_\_ day of \_\_\_\_\_, 2020, by the Council of the City of Moberly, Missouri.

\_\_\_\_\_  
Presiding Officer at Meeting

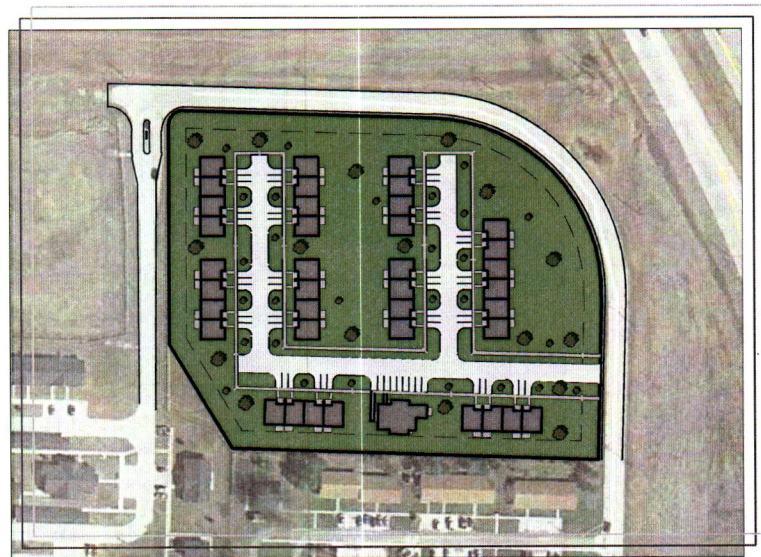
**ATTEST:**

\_\_\_\_\_  
City Clerk

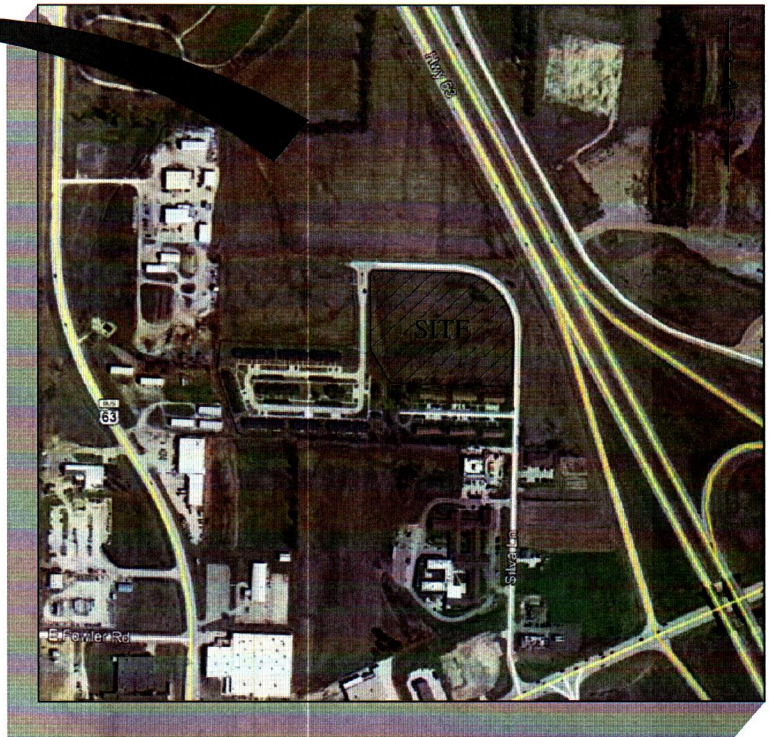
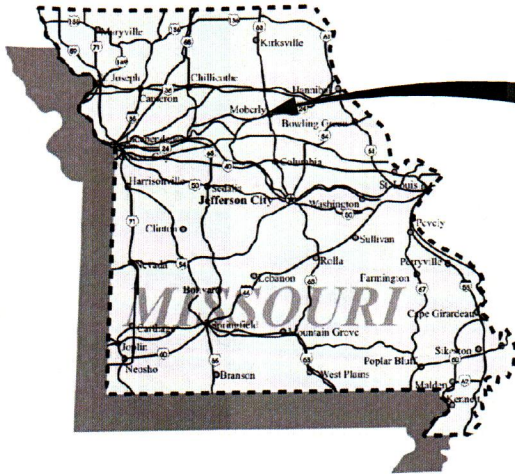




COUNTRY  
VILLAS II,  
Moberly, Missouri



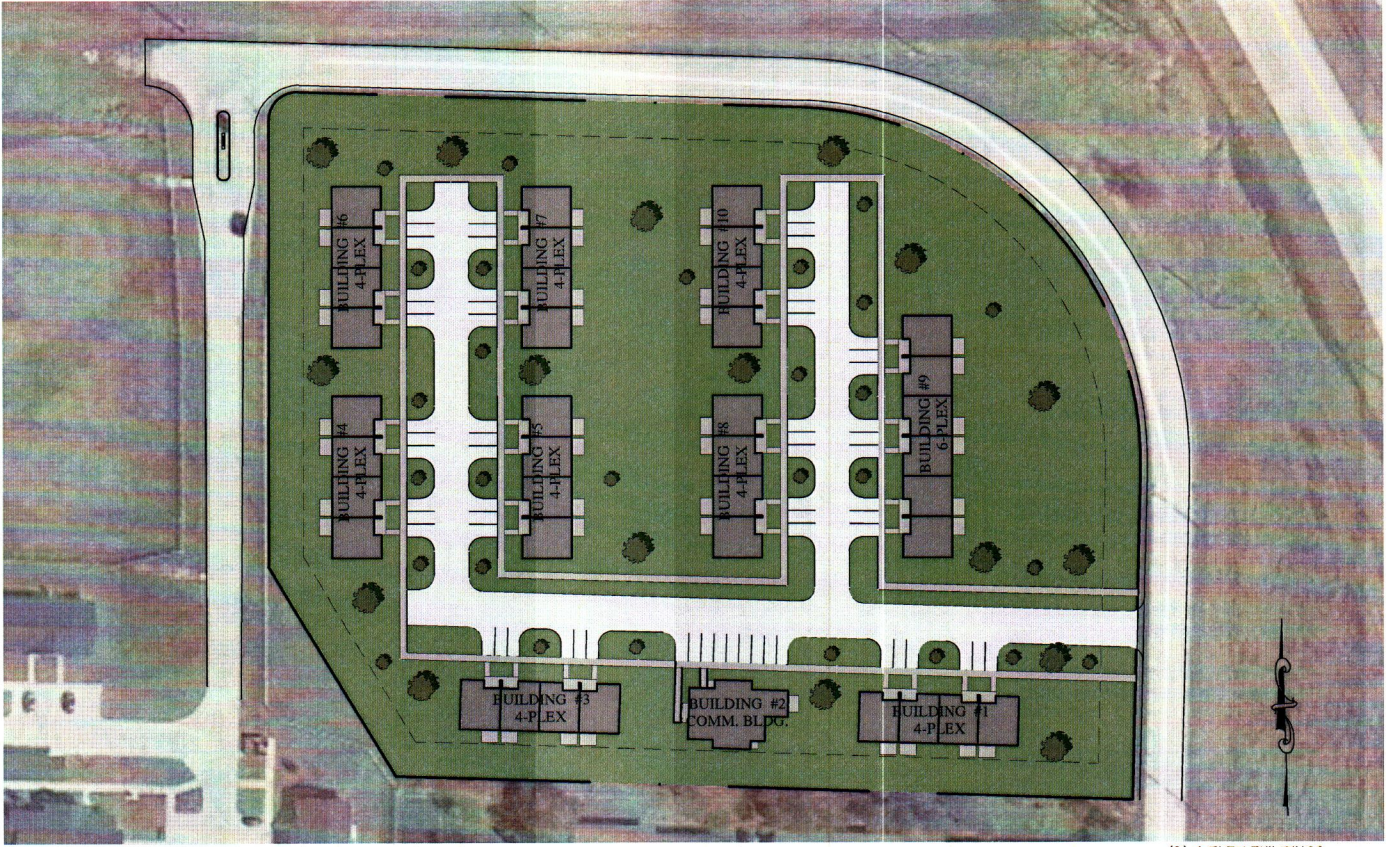
JUNE 2020



GPS WAYPOINT  
N 39° 26' 51"  
W 92° 25' 43"

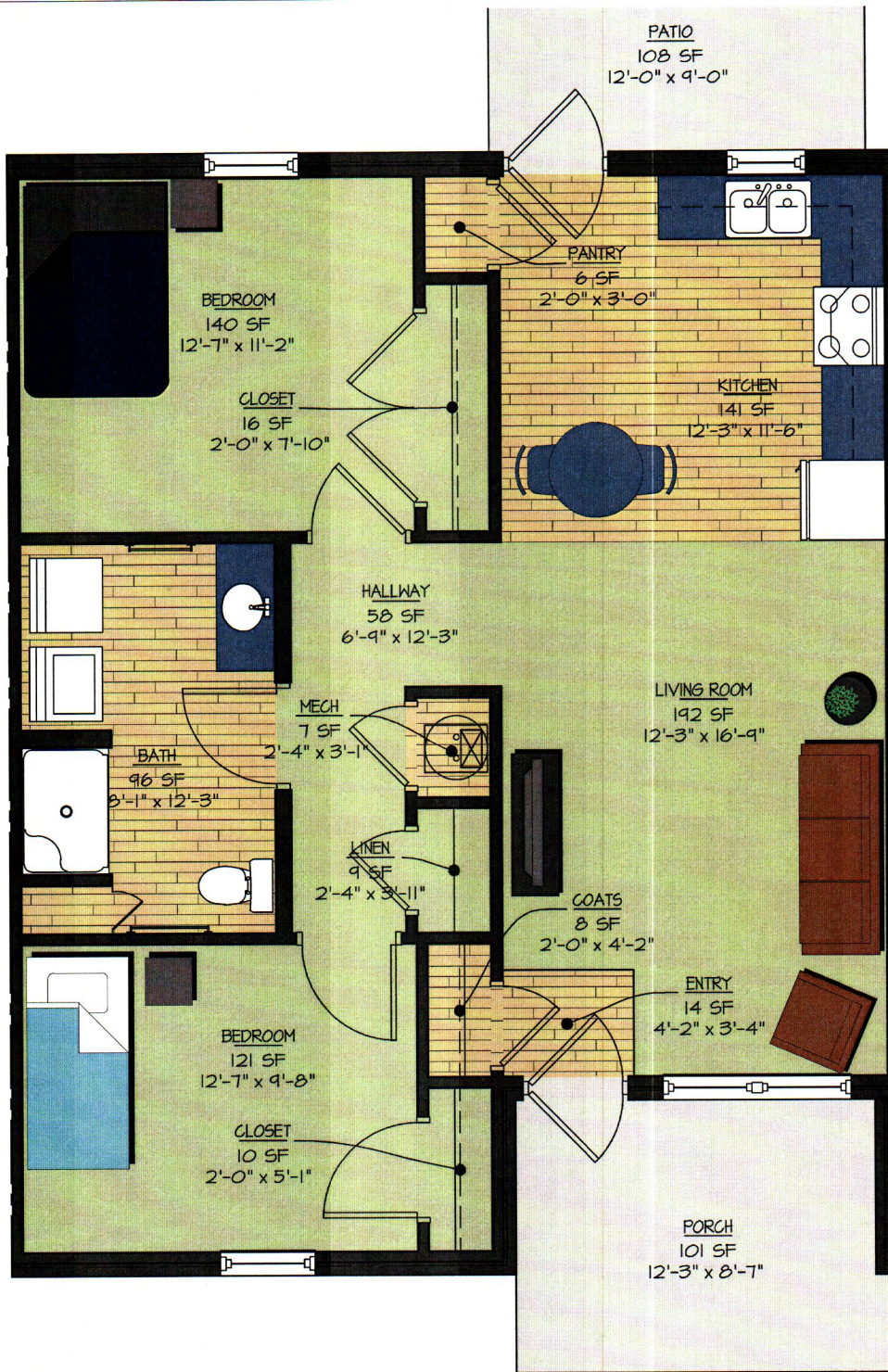
### SITE LOCATION MAP

JUNE 2020



### SITE PLAN

(8) 4-PLEX BUILDINGS  
(1) 6-PLEX BUILDING  
(38) UNITS TOTAL  
(15) PARKING SPACES PER UNIT  
SCALE: 1" = 100'-0"  
JUNE 2020



# TYPICAL 2-BR UNIT

908 SF MEASURED  
 OUTSIDE OF STUD WALL  
 AND CENTERLINE OF  
 PARTY WALL  
 SCALE: 3/16" = 1'-0"

JUNE 2020

City Hall  
660-263-4420

City Manager  
660-269-8705  
x2062

City Clerk  
660-269-8705  
x2053

Code Enforcement/  
Building Inspection  
660-269-8705  
x2042

Community  
Development  
660-269-8705  
x2044

Finance  
660-269-8705  
x2037

Fire Non-  
Emergency  
660-263-4177

Fire Emergency  
911

Parks & Recreation  
660-263-6757

Personnel/  
Purchasing  
660-269-8705  
x2070

Police Non-  
Emergency  
660-263-0346

Police Emergency  
911

Public Works  
660-269-8705  
x2044

Sanitation/  
Street Maintenance  
660-269-9450

Utility Billing  
660-263-4420

Water/  
Wastewater  
660-269-8705  
x2046

July 15, 2020

Frank Quagraine  
Director of Rental Production  
MHDC  
920 Main Street Suite 1400  
Kansas City MO 64105

Re: Letter in Support of MHDC for Country Villas, Phase II Senior Housing

Dear Mr. Quagraine,

I am writing to express the City of Moberly's strong support of MBL Development and Mr. Kim Lingle's proposal to utilizing Low Income Housing Tax Credits for Country Villas II. This second phase of the project will provide much needed affordable senior housing for the area

Housing for seniors that is clean, safe and affordable is both needed and welcomed within the Moberly community. This project will help alleviate this shortage and begin to eliminate housing barriers for our area's families.

It is my understanding that the development will consist of an additional 38-unit development and related support space for senior services and enrichment. The site is located at the north end of Silva Lane, just East of the current facilities and is ideal for the proposed development to our community.

With all of these factors in mind, I am pleased to support the Country Villas II application to the Missouri Housing Development Commission for Low Income Housing Tax Credit to finance affordable housing in the Moberly, MO community. I hope that MHDC will support this project as well.

Sincerely,

Councilmember

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_

WS #3.

Department: Community Development  
Date: July 20, 2020

**Agenda Item:** Receipt of bids for the utility disconnect for residential properties for the next three (3) years (2020-2023).

**Summary:** We advertised for bids in the newspaper and sent letters to ten (10) licensed plumbers. Bids were opened July 15, 2020 and one (1) bid was received.

**Recommended Action:** Direct staff to bring forward to the August 3, 2020 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	<b>Mayor</b>		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ <b>Jeffrey</b>	___	___
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution	<b>Council Member</b>		
<input checked="" type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	M___ S___ <b>Brubaker</b>	___	___
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ <b>Kimmons</b>	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ <b>Davis</b>	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ <b>Kyser</b>	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice			
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

## Advertisement of Bids for Utility Disconnects

The City of Moberly will receive sealed bids for the removal of water and sewer services for not less than twenty (20) residential structures within the City of Moberly over the next three years July 2020 until June 30, 2023. Sealed bids marked “**Residential Utility Disconnects 2023**” are due by **10:00 AM on July 15, 2020** and submitted to the **City Clerk’s Office** here at City Hall, 101 W. Reed Street, Moberly, Missouri 65270. Submit a per unit property bid price for the disconnection of Sewer and Water lateral service lines as close to the property line as possible. Unit bid price to be effective for three years for any ordered disconnects by the City of Moberly. The City of Moberly reserves the right to accept or reject any or all bids. For more information call (660)269-7638.

SUBMITTED BY THOMAS E. SANDERS  
CITY OF MOBERLY  
Director of Community Development

PLEASE PUBLISH ONE (1) TIME IN THE FOLLOWING EDITION OF THE MONITOR  
INDEX: **Weekend, June 27, 2020**

<b>Company</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
Agee Plumbing	9466 Highway BB	Huntsville	MO	65259
Magic City Plumbing	1907 Darwood Cir	Moberly	MO	65270
Moberly Plumbing	PO Box 585	Moberly	MO	65270
Top Hand Plumbing	1614 County Rd 1510	Moberly	MO	65270
Tucker Plumbing	34179 St. Hwy PP	Macon	MO	63552
England Plumbing	4151 N Rivera Dr	Columbia	MO	65202
Mr. Fix It	215 Terrill Rd	Moberly	MO	65270
Self Plumbing	100 Fulton	Moberly	MO	65270
Brooks Plumbimg	PO Box 134	Renick	MO	65278
D&G Plumbing	1211 Enterprise Rd	Macon	MO	63552



CITY OF MOBERLY

“BID OPENING”  
Sign-In Sheet

Date: 7/15/2020

Name

Company

Carla Buel

City of Moberly

Shannon Hance

City of Moberly

[Signature]

ii



**Agee Plumbing**  
**9466 HWY BB**  
**Huntsville, MO 65259**

7/13/2020

This bid is for removal of water and sewer service lines from properties the city has for disconnect. Federated Insurance on file at city hall.

Each address	TOTAL BID	\$550.00
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Thank You

Carl Agee



JP # 73

Installer ID #30606

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ WS #4.

Department: City Manager

Date: July 20, 2020

**Agenda Item:** A Resolution Approving A Cooperative Purchase And Development Agreement With Tannehill Apartments LP and Authorizing The City Manager To Execute The Agreement.

**Summary:** Tannehill Apartments LP is still interested in the housing project and applying for tax credits. Staff has also prepared a Purchase Agreement with Tannehill to sell the Junior High Building.

**Recommended**

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

**BILL NO:** \_\_\_\_\_

**RESOLUTION NO:** \_\_\_\_\_

**A RESOLUTION APPROVING A COOPERATIVE PURCHASE AND DEVELOPMENT AGREEMENT WITH TANNEHILL APARTMENTS LP AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.**

**WHEREAS,** The City of Moberly owns the former Moberly Junior High School building and wishes to develop the building for senior citizen housing; and

**WHEREAS,** Tannehill Apartments LP (“Tannehill”) wishes to enter into an option contract to purchase the former Junior High building from the City of Moberly for senior citizen housing; and

**WHEREAS,** attached hereto is a certain Cooperative Purchase and Development Agreement (“Agreement”) giving Tannehill the option to purchase the Junior High School building if Tannehill is successful in obtaining low income tax credits from the Missouri Housing Development Commission.

**NOW, THEREFORE,** the Moberly, Missouri, City Council hereby approves the attached Agreement and authorizes the Moberly City Manager to execute the Agreement on behalf of the city.

**RESOLVED** this \_\_\_\_ day of \_\_\_\_\_, 2020, by the Council of the City of Moberly, Missouri.

\_\_\_\_\_  
Presiding Officer at Meeting

**ATTEST:**

\_\_\_\_\_  
City Clerk

## COOPERATIVE PURCHASE AND DEVELOPMENT AGREEMENT

THIS COOPERATIVE PURCHASE AND DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020 ( the "Effective Date") by and between the **CITY OF MOBERLY**, a city of the third class and a Missouri municipality having a principal office at 101 West Reed Street, Moberly, Missouri, 65270 (the "**City**") and **TANNEHILL APARTMENTS LP** a Missouri Limited Partnership having a principal place of business at 1425 S. 18<sup>th</sup> Street, St. Louis, Missouri, 63104 (the "**Developer**"). ("**City**" together with "**Tannehill**", the "**Parties**")

### RECITALS

- A. The Developer wishes to purchase 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 sell the Property to the Developer for the Option/Purchase price in exchange for the Developer's promise to pursue, along with ND Consulting Group, an application with the Missouri Housing Development Commission for low income tax credits for development of senior citizen housing units.

### 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. OPTION AGREEMENT

**Section 1.1. Option of the Property.** Subject to the terms and conditions of this Agreement, the City hereby grants Developer an Option to purchase the Property for One Hundred Dollars (\$100.00) if the developer is successful at applying and receiving 2021 Missouri Housing Development Commission, Low-income Housing Tax Credits funding. The option amount is due upon execution of this Agreement and is non-refundable. The anticipated funding announcement for the funding application will be December of 2020.

**Section 1.2. The Property.** The Property shall mean a parcel of real estate known and numbered as 101 North Johnson Street on which is situated a building formerly serving as the Moberly Junior High School and which is legally described on the attached **Exhibit 1**, attached to and incorporated by reference in this Agreement (hereinafter referred to as the "**Property**").

**Section 1.3. Option Conditions.** The Developer may exercise its option to purchase by submitting a site plan and building plans for development of the Property within two years of the Effective Date. Once the site plan and building plans have been accepted and approved by the City and building permits issued the City shall convey title to the Property.

### ARTICLE II. PURCHASE AND SALE

**Section 2.1. Purchase of the Property.** Subject to the terms and conditions of this Agreement and upon exercise of the Option and the acceptance by the City of the site and building plan(s), the City agrees to sell, and Developer agrees to purchase the Property. The purchase price for the Property shall be a sum not to exceed \$20,000.00 and other good and valuable consideration as stated herein.

**Section 2.2. Conveyance of the Property.** In consideration of the foregoing undertakings and covenants the Parties, City at City's sole cost and expense shall convey to Tannehill by special warranty deed the Property as described on the attached Exhibit 1. Tannehill may obtain at Tannehill'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 Tannehill 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 Tannehill as provided in this Agreement.

**Section 2.3. Events of Closing.**

(a) The closing shall take place on a date mutually determined by the City and the Developer but in no event later than thirty (30) days after the City's issuance of building permits for the subject Property. The closing shall occur at the Title Company during normal business hours or at such other location as the Developer and the City may mutually agree. At the closing, and upon payment of the purchase price by the Developer, 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 may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated hereby.

(c) 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.

(d) **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  
MISCELLANEOUS PROVISIONS**

**Section 3.1. 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 3.2. Notices.** Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice shall be in writing addressed to the addressees at the address set forth below, and transmitted by first class mail:

City: City of Moberly  
Attention: Brian Crane  
101 West Reed Street  
Moberly, Missouri 65270

Developer: Kenneth Nuernberger  
1425 S. 18<sup>th</sup> Street  
St. Louis, Missouri 63104

**Section 3.3. Choice of Law; Venue; Waiver of Objections.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Parties agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri and waive any objection based upon venue or forum non conveniens or otherwise.

**Section 3.4. Entire Agreement; Amendments; No Waiver by Prior Actions.** The Parties agree that this Agreement constitutes the entire agreement between them and no other agreements or representations have been made by the Parties. This Agreement shall only be amended in writing and effective when signed by the duly authorized agents of the Parties. The failure of any Party to insist in any one or more cases upon the strict performance of any term, covenant or condition shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

**Section 3.5. No Waiver of Sovereign Immunity; Public Liability Strictly Limited.** Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City’s Sovereign Immunity. The



Parties agree that in no event shall the City, or any of its officials, officers, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to the Developer or any lessee, sublessee, assign, heir or personal representative of the Developer in respect of any suit, claim, or cause of action arising out of this Agreement.

**Section 3.6. Execution in Counterparts.** Each person executing this Agreement warrants and represents that he or she has authority to do so on behalf of the entity he or she represents. This Agreement may be executed in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and same instrument, binding on the Parties hereto.

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

**CITY OF MOBERLY**

By: \_\_\_\_\_  
Jerry Jeffrey, Mayor

**ATTEST:**

\_\_\_\_\_  
D.K. Galloway, City Clerk

**DEVELOPER**

By: \_\_\_\_\_  
Kenneth Nuernberger

**EXHIBIT 1***The Property*

All of Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten, (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14) and Fifteen (15), all in Block Three (3), Tannehill's First Addition to Moberly, Randolph County, Missouri, **EXCEPT** starting at the Northwest Corner of the intersection of Johnson and Rollins Streets; thence North along said West line of Johnson Street to a concrete marker on the line between the Tannehill Park property and the school property; thence West 15 feet; thence South to the North line of Rollins Street, thence East along the North line of Rollins Street to the place of beginning and **EXCEPTING** the West 183.5 feet of Lot One (1), Block 3 of the above described property.

# How we got here:

- Sugar Creek Capital was approached by the previous Owners who were looking for an entity to Donate the Building to.
- Horizon Housing Foundation was asked to accept the donation of the Building.
- Tim Barry of Horizon Housing & Ken Nuernberger of ND Consulting Group have known and worked together since 1990 on Low Income Housing Projects.
- ND Consulting was able to analyze the previous Owner's Application and Market Study to know that we had good bones for a positive impact in both the rehabilitation of the school and an impact on the community.
- Fresh Start to the application: Market the project towards Senior Housing, New team including the Architect, General Contractor, Lenders and Development Team.
- Moberly Support – The City of Moberly and the residents & business support is important and the love the community shares for the school will help to further our Application.

# Where we are now ...

- **Our first Tannehill Apartments submission was excellent but MHDC asked for changes.**
- **Gym/Theatre renovation was VERY expensive although would have made beautiful apartments.**
- **Thru partnership with City of Moberly gymnasium was demolished and new housing wing with grade level entry was designed.**
- **Traded land with the City to improve the neighboring Tannehill Park.**
- **We continued to preserve and reuse the main school building.**
- **Added more units and changed connection to the Historic Building last year to further reduce cost.**
- **City continues to provide strong support through property tax incentives and anything MHDC or we have asked for.**
- **More local support for services every year as required by MHDC.**

## 2020 Application

- **Partnership with NECAC as Non-Profit Partner & Property Manager. MHDC says it will help make the project a higher priority, especially for HOME funds.**
- **With NECAC co-managing with their other development in Moberly, it lowers operating costs.**
- **Add 5-7 market rate units as suggested by MHDC.**
- **Add 3 very low income units per MHDC. Tenant will need a housing choice voucher that is administered by NECAC.**
- **NECAC will work with Horizon Housing to provide community services including:**
  - UM Extension Services : Health & Wellness classes
  - Oasis Institute: Weekly Exercise Program and computer skills courses
  - OATS Magic City Shuttle Service passes (20 passes a month)
  - Randolph County Caring Community: Monthly Food Boxes, Cooking classes, Access to Community Health Workers

# Tannehill Apartments

## ND Consulting Group

- Develop Comprehensive Master Plan
- Manage Development Process
- Solicit Proposals and Select Team Members
- Prepare Applications
- Financial Analysis
- Secure Loans and Equity
- Provide Compliance and Management Advice

## NECAC and Horizon Housing Foundation

NECAC has an existing presence in the Moberly Community

Non-Profit Partnership in project

Will serve as Property Manager

Will provide & support senior services onsite by Horizon Housing Foundation including:

- Bus passes, health and wellness classes
- food boxes, computer training and more

## St. Louis Design Alliance

- Develop Comprehensive Master Plan for site & building
- Experience with Senior Housing and Historic Rehabs
- Draft Project Scopes of Work
- Solicit Proposals and Select Team Members
- Monitor Construction

## Altman Charter Company

- Provide Building Options / Life Cycle Studies
- Select Product That Best Serves Residents and Client
- Establish Budget
- Bid Construction Work
- Manage Construction
- Manage Compliance Reporting: Prevailing Wage, M/W/DBE, etc.

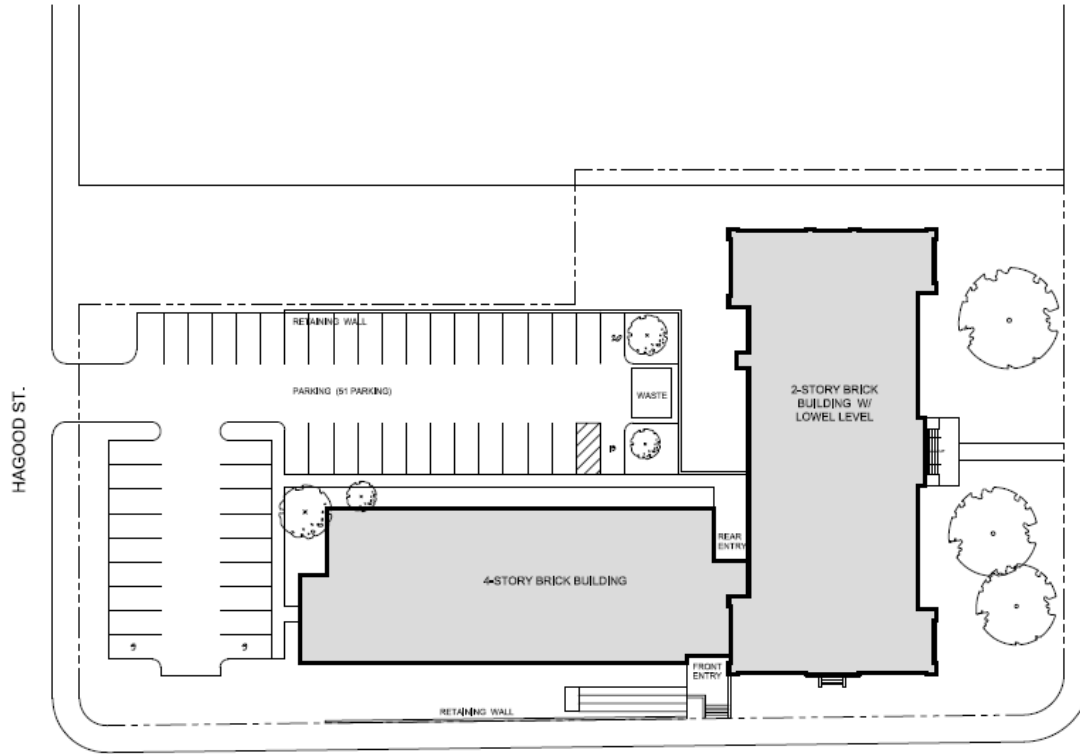


# Tannehill Apartments is a great project!

- ADAPTIVE REPURPOSING OF AN HISTORIC ASSET
- GREAT NEIGHBORHOOD AND COMMUNITY SUPPORT SURROUNDING THE SCHOOL
- NEXT TO TANNEHILL CITY PARK
- EASY ACCESS TO TRANSPORTATION, GOODS & SERVICES
- HELPS IN MEETING THE DEMAND FOR SENIORS HOUSING IN MOBERLY & THE GREATER COMMUNITY



# 10: 1 Bedroom Units & 38: 2 Bedroom Units = 48 Units Total



W. ROLLINS ST.

JOHNSON ST.

PARKING	
48 UNITS x 0.75 SPACES	36 SPACES
2 OFFICES x 1 SPACE	2 SPACES
GUEST PARKING	13 SPACES
<b>TOTAL</b>	<b>51 SPACES</b>

	UNIT MIX				TOTAL
	1st FL.	2nd FL.	3rd FL.	4th FL.	
1 BEDROOM UNIT	2	3	3	2	10
2 BEDROOM UNIT	6	13	13	6	38
<b>TOTAL</b>	<b>8</b>	<b>16</b>	<b>16</b>	<b>8</b>	<b>48</b>

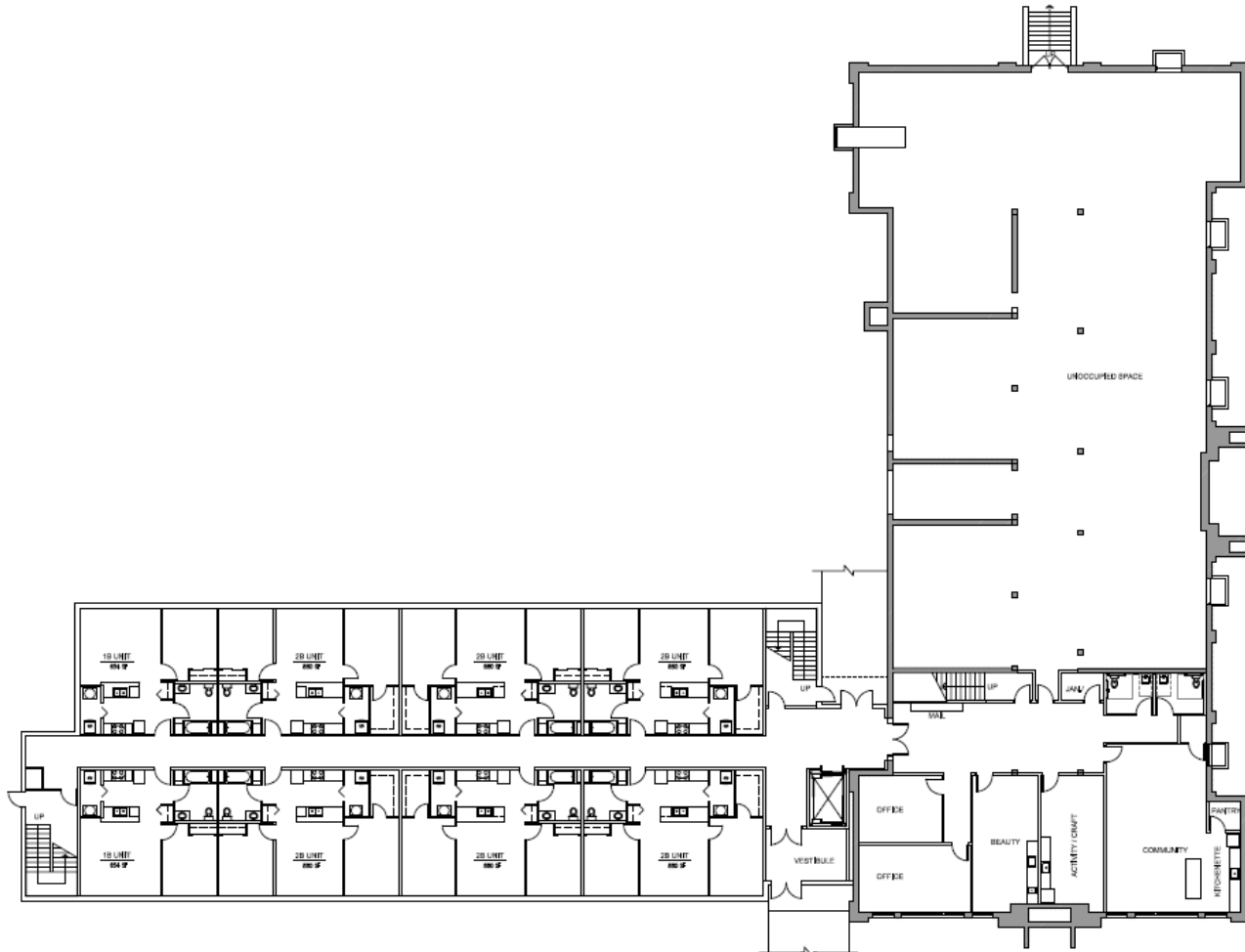
 **SITE PLAN**  
SCALE: 1"=20'

**TANNEHILL APARTMENTS**  
101 NORTH JOHNSON STREET MOBERLY, MO 65270

SAINT LOUIS DESIGN ALLIANCE  
8014 DELMAR BLVD.  
ST. LOUIS, MO 63112  
www.sldalliance.com

**DESIGN ALLIANCE**  
ARCHITECTS

A0.1




**FIRST FLOOR PLAN**  
 SCALE: 1"=10'-0"

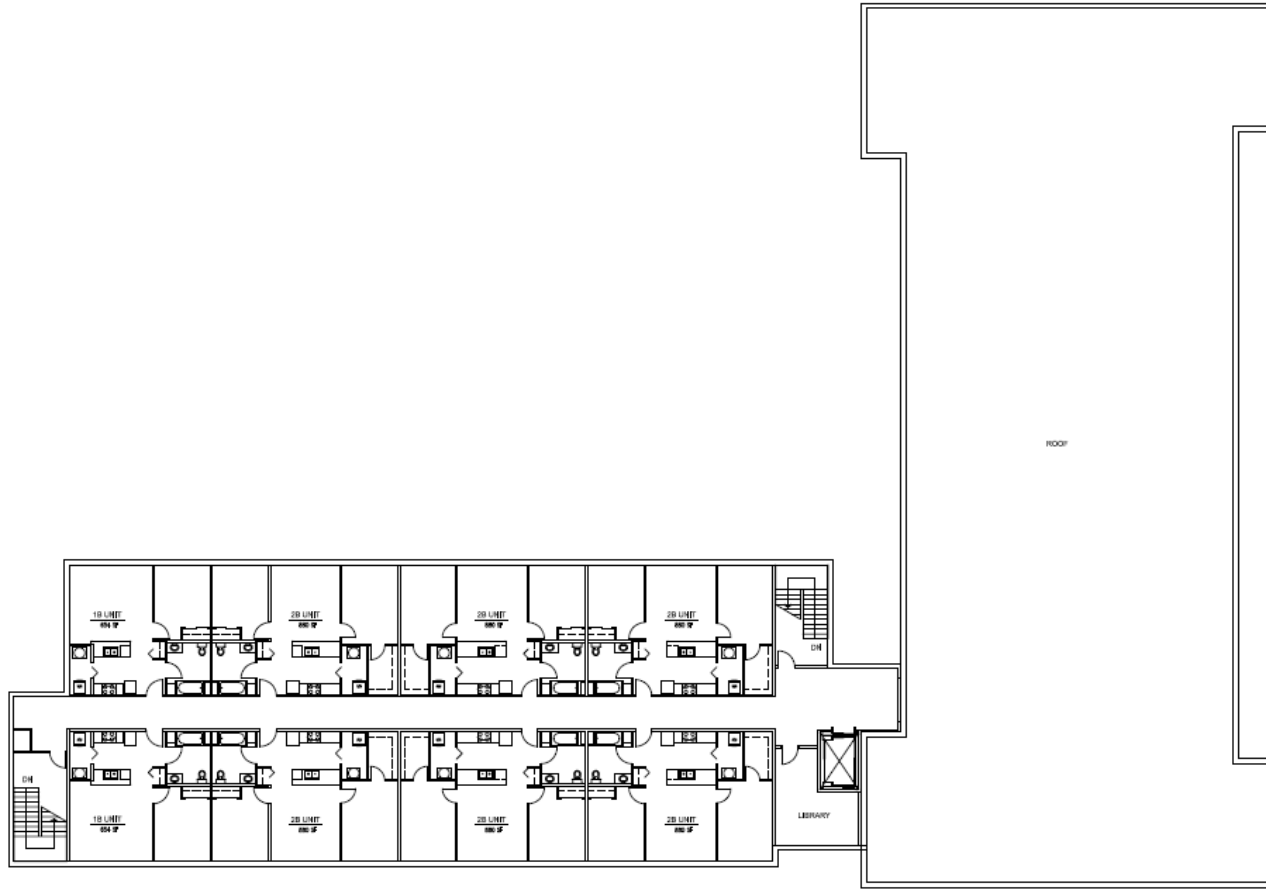




 **SECOND FLOOR PLAN**  
SCALE: 1"=10'-0" 20,195 sf (gross)



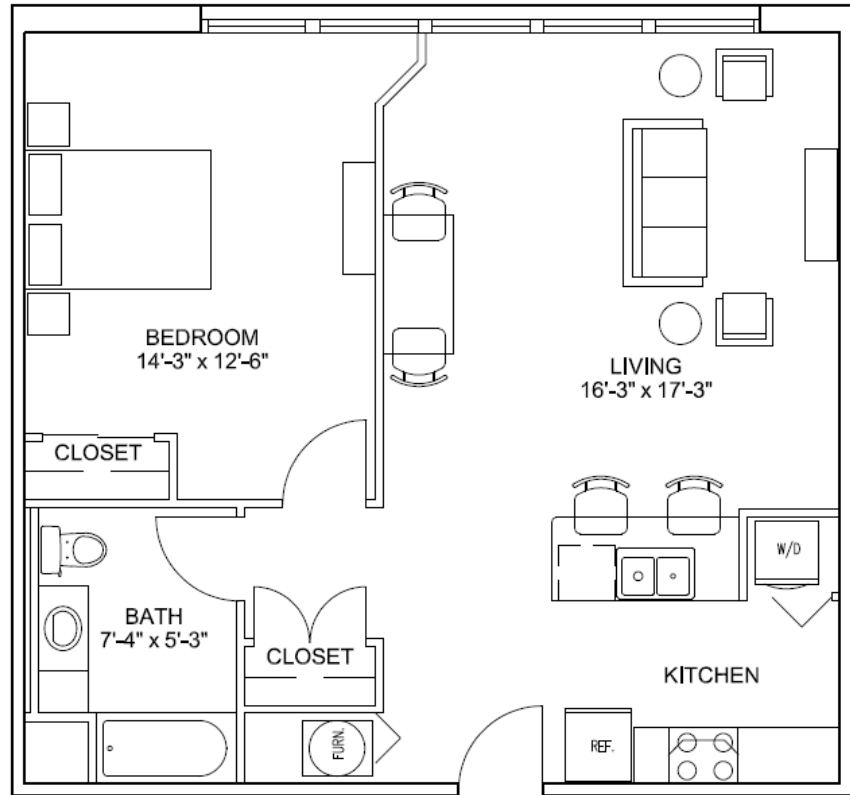
● THIRD FLOOR PLAN  
SCALE: 1"=10'-0"



● FOURTH FLOOR PLAN  
 SCALE: 1"=10'-0"

**UNIVERSAL DESIGN COMPONENTS**

- 1. ACCESSIBLE ROUTE OF TRAVEL TO DWELLING ENTRANCE.
- 2. NO-STEP ENTRY (1/2" OR LESS THRESHOLD) AT MAIN ENTRANCE.
- 3. ACCESSIBLE ROUTE FROM GRAGE/PARKING TO PRIMARY ENTRY.
- 4. MINIMUM 32" CLEAR PRIMARY ENTRY DOORWAY AT VESTIBULE OR UNIT ENTRY.
- 5. 42" WIDE HALLWAYS/MANEUVERING CLEARANCE WITH 32" CLEAR DOORWAYS ON ACCESSIBLE ROUTE.
- 6. NONSLIP CARPET/FLOORING FOR ACCESSIBLE ROUTE;(E LOW PILE CARPET LESS THAN 1/2" THICK)
- 7. SINGLE-HANDLE LEVER FAUCET
- 8. AT LEAST ONE FULL BATHROOM ON ACCESSIBLE ROUTE OF TRAVEL.
- 9. STANDARD HEIGHT TOILET WITH GRAB BAR REINFORCEMENT.
- 10. DINING ROOM ON ACCESSIBLE ROUTE OF TRAVEL.
- 11. LIVING ROOM ON ACCESSIBLE ROUTE OF TRAVEL.
- 12. ONE BEDROOM ON ACCESSIBLE ROUTE OF TRAVEL.



**ONE BEDROOM - REHAB. UNIT**

832 SQUARE FEET



\*Approximate square footage



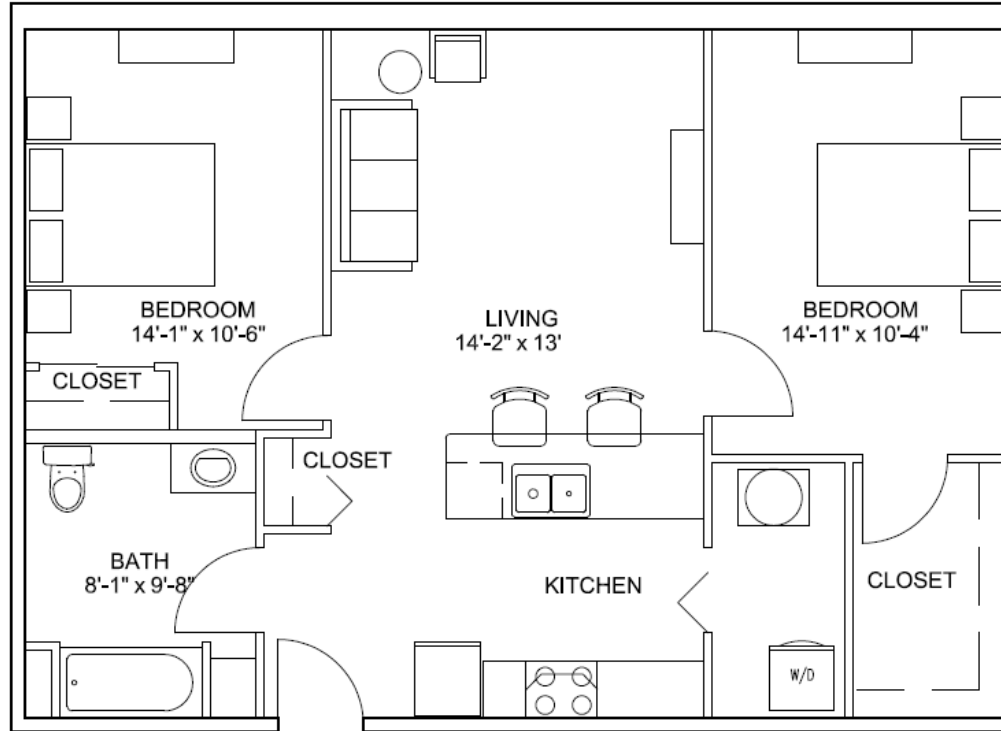
**SAINT LOUIS DESIGN ALLIANCE**

6014 DELMAR BLVD.  
314.863.1313

SANIT LOUIS, MO 63112  
www.slka.com

UNIVERSAL DESIGN COMPONENTS

1. ACCESSIBLE ROUTE OF TRAVEL TO DWELLING ENTRANCE.
2. NO-STEP ENTRY ( $\frac{1}{4}$ " OR LESS THRESHOLD) AT MAIN ENTRANCE.
3. ACCESSIBLE ROUTE FROM GRAVE/PARKING TO PRIMARY ENTRY.
4. MINIMUM 32" CLEAR PRIMARY ENTRY DOORWAY AT VESTIBULE OR UNIT ENTRY.
5. 42" WIDE HALLWAYS/MANEUVERING CLEARANCE WITH 32" CLEAR DOORWAYS ON ACCESSIBLE ROUTE.
6. NONSLIP CARPET/FLOORING FOR ACCESSIBLE ROUTE,(I,E LOW PILE CARPET LESS THAN  $\frac{1}{4}$ " THICK)
7. SINGLE-HANDLE LEVER FAUCET
8. AT LEAST ONE FULL BATHROOM ON ACCESSIBLE ROUTE OF TRAVEL.
9. STANDARD HEIGHT TOILET WITH GRAB BAR REINFORCEMENT.
10. DINING ROOM ON ACCESSIBLE ROUTE OF TRAVEL.
11. LIVING ROOM ON ACCESSIBLE ROUTE OF TRAVEL.
12. ONE BEDROOM ON ACCESSIBLE ROUTE OF TRAVEL.



**TWO BEDROOM - TYP. & ACCESSIBLE NEW UNITS**

880 SQUARE FEET



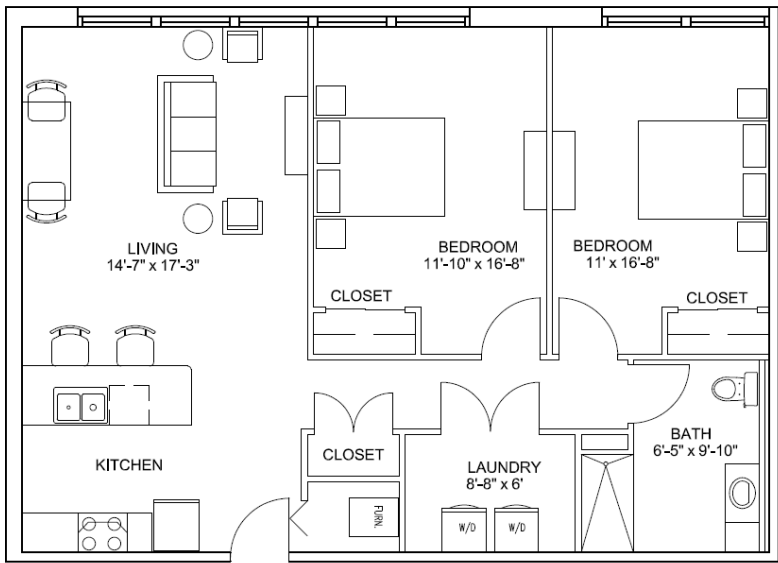
\*Approximate square footage



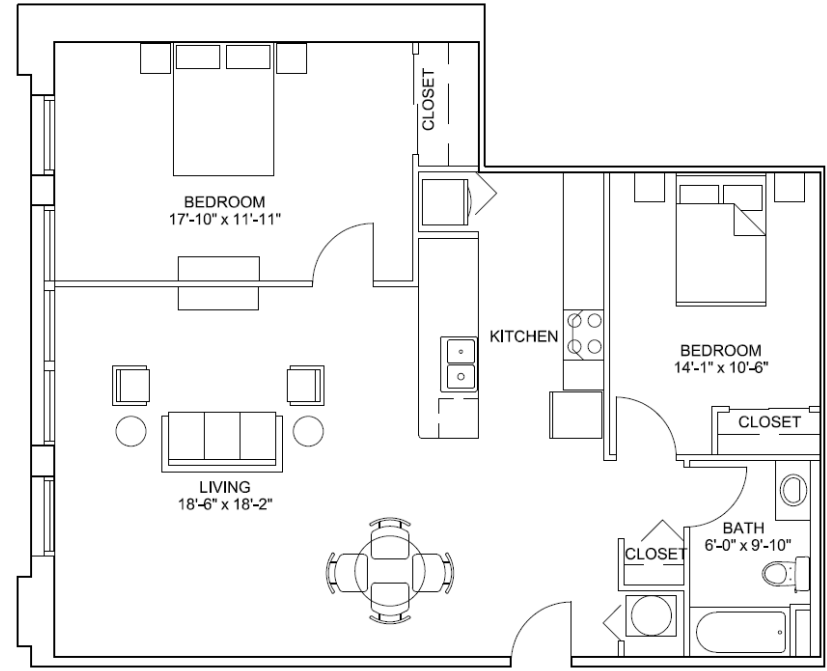
SAINT LOUIS DESIGN ALLIANCE

6014 DELMAR BLVD.  
314.863.1313

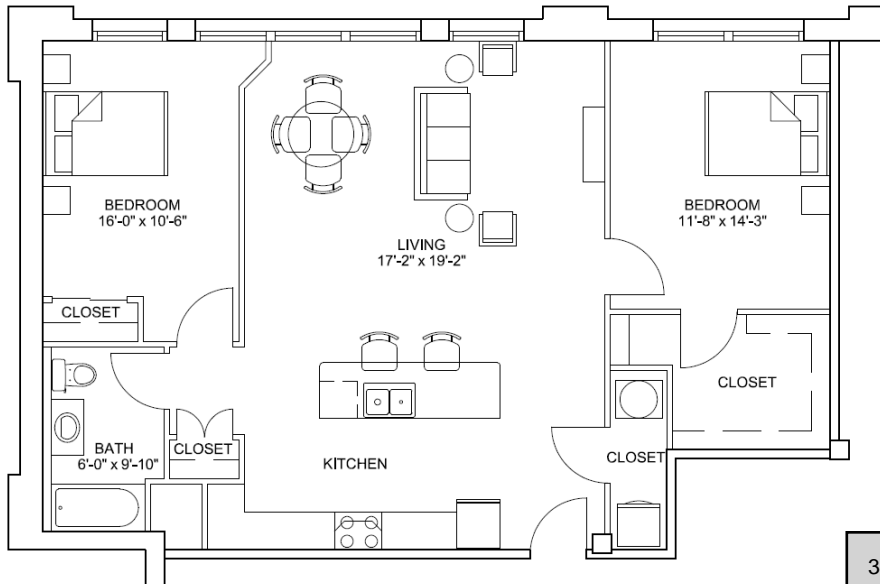
SAINT LOUIS, MO 63112  
www.stkia.com



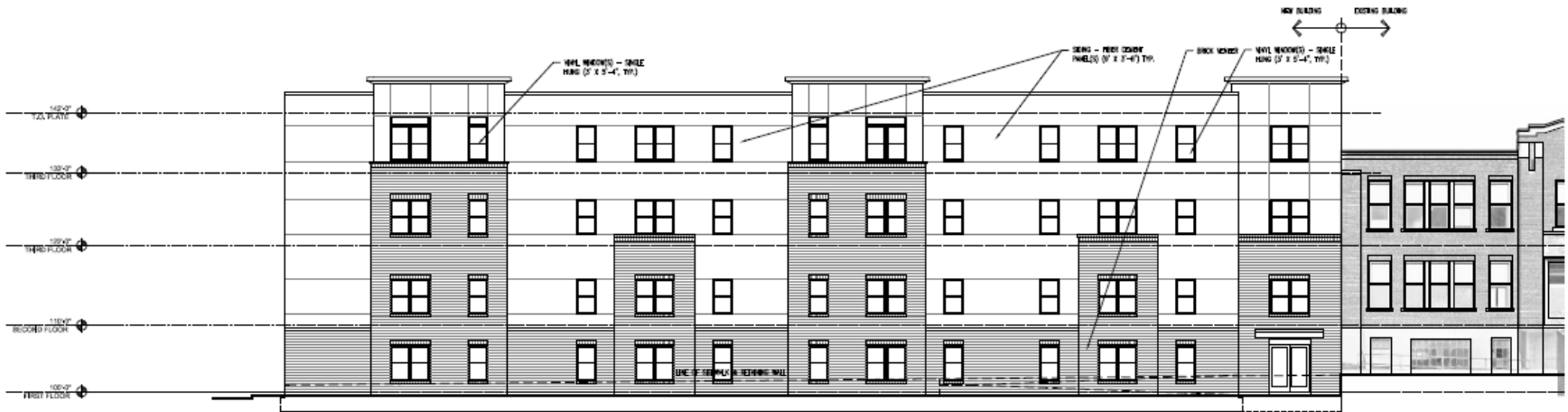
**TWO BEDROOM - REHAB. UNIT**  
1050 SQUARE FEET



**TWO BEDROOM - REHAB. UNIT**  
1177 SQUARE FEET



**TWO BEDROOM - REHAB. UNIT**  
1198 SQUARE FEET



● SOUTH ELEVATION

# Sample Unit Interiors:

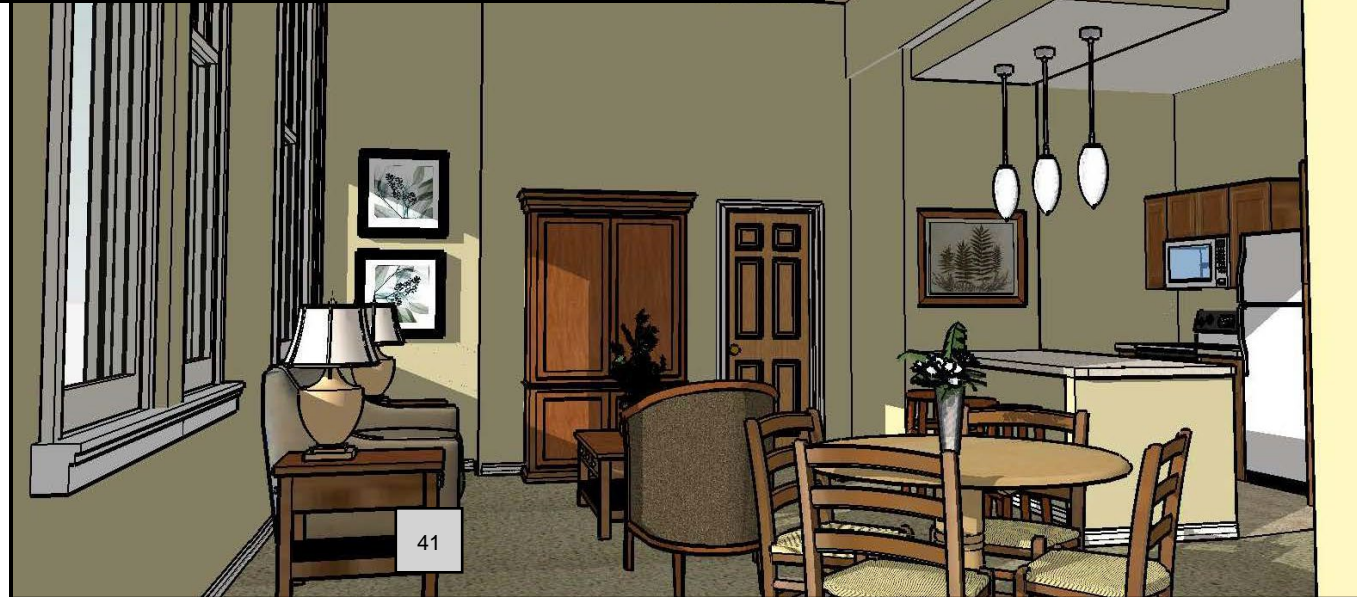
WS #4.





# Sample Unit Interiors:

WS #4.



# Green Certification is required

## We Seek to Integrate the Following:



- Reduction of Water Consumption
- Energy Conservation
- Recycling and/or Reuse of Construction Waste
- High Indoor Air Quality

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_

WS #5.

Department: Administration

Date: March 20, 2020

**Agenda Item:** A Resolution expressing support for Tannehill Apartments LP intended application for low income tax credits.

**Summary:** The city has supported low income tax credits to develop the old junior high building into senior citizen housing. Previously the city has removed the gymnasium to enhance the application and most recently approved a purchase contract to buy the building from Horizon Housing Foundation. Tannehill Apartments LP will enter into a contract with the city purchase the building if they successfully obtain tax credits. If Tannehill does not develop the building into senior citizen housing there may not be another use for the property.

**Recommended**

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

**BILL NO:** \_\_\_\_\_

**RESOLUTION NO:** \_\_\_\_\_

**A RESOLUTION SUPPORTING TANNEHILL APARTMENTS LP APPLICATION FOR LOW INCOME TAX CREDITS FOR SENIOR HOUSING IN MOBERLY, MISSOURI.**

**WHEREAS**, Tannehill Apartments LP (“Tannehill”) has actively sought to develop the former Moberly Junior High into a senior housing development project for the last several years; and

**WHEREAS**, Tannehill has entered into an option contract to purchase the former Junior High building from the City of Moberly if Tannehill is successful in obtaining tax credits;

**WHEREAS**, the Missouri Housing Development Commission will consider awarding low income tax credits for funding of housing developments in the state and Tannehill would be a worthy recipient.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby expresses its support for the award of low income tax credits to Tannehill.

**RESOLVED** this \_\_\_\_ day of \_\_\_\_\_, 2020, by the Council of the City of Moberly, Missouri.

\_\_\_\_\_  
Presiding Officer at Meeting

**ATTEST:**

\_\_\_\_\_  
City Clerk

# City of Moberly City Council Agenda Summary

Agenda Number: WS #6.  
 Department: Parks and Recreation  
 Date: July 20, 2020

**Agenda Item:** Discussion of an Intergovernmental Agreement

**Summary:** Park Board and City Council have already approved contracts for a restroom and pavilion to be constructed in Depot Park. As noted when the project was processed, CID funding was sought to turn what was a seasonal restroom into a year-round restroom that would serve downtown and community events throughout the year. This amounted to a contribution of \$7,000, a great investment for the CID considering the additional 6 months per year of utility. The CID recommended approval of the funding and attached is the related intergovernmental cooperation agreement.

**Recommended**

**Action:** Direct staff to bring to the August 3<sup>rd</sup> Council meeting for final approval.

**Fund Name:** Parks Capital Improvement

**Account Number:** 115.041.5502

**Available Budget \$:** \$190,000 (Most recent staff budget revision for 2020-2021).

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

## INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (this “**Agreement**”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT, a community improvement district and Missouri political subdivision having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**District**”) and THE CITY OF MOBERLY, a city of the third class and Missouri municipal corporation having a principal office at 101 West Reed Street – City Hall, Moberly, Missouri 65270 (the “**City**”).

### 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 or political subdivisions for the planning, development, construction, acquisition, or operation of any public improvement or service, the subject and purposes of which are within the scope of the powers of such municipality or political subdivision.

**B.** Pursuant to a proper petition submitted to and approved by the Council of the City (the “**Petition**”), the District was established as a political subdivision of the State of Missouri authorized to exercise the powers provided under the Community Improvement District Act, sections 67.1401 through 67.1571 the Revised Statutes of Missouri, as amended (the “**CID Act**”).

**C.** Under the CID Act, the District is empowered, among other things, (i) to make and enter into contracts with public and private entities necessary or convenient to exercise its powers under the CID Act; (ii) to make expenditures and use its revenues as necessary to carry out its powers under the provisions and purposes of the CID Act; and; (iii) to provide assistance to construct, install, maintain, and equip within District boundaries certain public improvements including, without limitation, restrooms.

**D.** The City has obtained an itemized estimate, a copy of which is attached as Exhibit A to and incorporated by reference in this Agreement (the “**Estimate**”), to allow the placement and installation of public restrooms at Depot Park within the boundaries of the District and the City wishes to obtain supplemental funding to provide heating and air conditioning components allowing for year round operation of the aforesaid facilities and the Board of Directors of the District (the “**Board of Directors**”) is willing to contribute funds to the City to support the year round operation of the restroom facilities, subject to the terms and conditions of and as further set forth in this Agreement.

### AGREEMENT

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

**1. Confirmation of Findings and Determinations.** The Board of Directors hereby confirms its finding and determination that the installation of restroom facilities at Depot Park will serve the needs of businesses and residents of the District and is in furtherance of the goals and objectives of the Revitalization Program set forth in the Petition and that the expenditures by the District provided for in this Agreement are within the scope of the District’s powers pursuant to the CID Act and are for a public purpose.

2. **Undertakings by the District; Indemnification by City.** Upon notice by the City of execution by the City of a binding contract for the installation of public restroom facilities at Depot Park (the “**Installation Contract**”) in accordance with the scope of work provided in the Estimate, the District shall pay to the City from then lawfully available funds within Thirty (30) days of the receipt of such notice an amount not to exceed Seven Thousand Dollars and no cents (\$7,000.00), which amount shall be used by the City to supplement the City’s expenditures in respect of the installation of the aforesaid public restroom facilities. In the event such payment occurs in any subsequent year, the aforesaid payment shall be subject to annual appropriation by the Board of Directors for the applicable year. To the full extent lawful, the City hereby agrees to indemnify, defend and hold harmless the District, its officials, officers, agents, attorneys, employees or representatives from and against any claim, action, proceeding, demand or award initiated at any time by or on behalf of any party other than a named Party to this Agreement and directed to the District or any of its officials, officers, agents, attorneys, employees or representatives and arising out of this Agreement, the expenditure of funds authorized hereunder, the installation and maintenance of the aforesaid public restroom facilities, failure or deficiency of any payment to contractors or subcontractors of the City, personal injury or property damage related to the installation or maintenance of the public restroom facilities, or any actions taken or omitted by an agent or employee of or contractor or subcontractor to the City involved in any way in connection with the installation or maintenance of the public restroom facilities or any portion thereof.

3. **Undertakings by the City; Acknowledgement of the District a Pre-condition.** The City in the City’s own name shall contract with such private contractors and service providers as may be required to install the public restroom facilities at Depot Park in accordance with the scope of work set forth in the Estimate. During and upon completion of the installation of the public restroom facilities the City shall visibly acknowledge by appropriate signage at or near the location of the restroom facilities the financial support of the District which acknowledgement shall be a pre-condition for any obligation to make payments pursuant to this Agreement. The City shall be solely responsible for the timeliness of completion and the furnishing of each and all of the components set forth in the Estimate in connection with the installation of the public restroom facilities at Depot Park. The City shall promptly pay when and as due all such costs incurred or contracted for in connection with the aforesaid installation.

4. **Mutual Cooperation.** Each party to this Agreement hereby further agrees and covenants: (i) to cooperate in good faith with one another in each of the undertakings authorized by this Agreement; (ii) to take such actions 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 (iii) to otherwise aid and assist each other in carrying out the terms, provisions and intent of this Agreement.

5. **Notices.** All notices between 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 City:                   City of Moberly  
   101 West Reed Street – City Hall  
   Moberly, Missouri 65270  
   Attention: City Manager

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

With a copy to:           Cunningham, Vogel & Rost, P.C.  
                                   333 South Kirkwood Road, Suite 300  
                                   St. Louis, Missouri 63122  
                                   Attention: Thomas A. Cunningham, 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.

6.     **Term of Agreement; Assignment.** This Agreement shall terminate upon the final payment by the City under the Installation Contract; *provided that* the indemnification obligations of the City shall survive expiration or termination for any reason of this Agreement. This Agreement shall not be assignable by any party without prior written consent of the other party.

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

8.     **No Waiver of Sovereign Immunity.** Nothing in this Agreement shall constitute or be deemed to be a waiver by the City or the District of that party's sovereign immunity.

9.     **No Third Party Beneficiaries.** This Agreement is not intended to create or result in any third party beneficiary and shall not create any rights enforceable by any third party.

10.    **Entire Agreement; Amendment; No Waiver by Prior Actions.** The parties hereto agree that this Agreement shall constitute the entire agreement between the parties in respect of the undertakings specified herein and 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 duly authorized agents of the parties. The failure of any party hereto to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Agreement to be performed or observed by another party shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

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

12.    **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 the City, the District, and their respective successors and permitted assigns.

13.    **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.

14. **Headings; No Presumption; Agreement Preparation.** The headings and captions of this Agreement are for convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement of any provision thereof and shall in no way be deemed to explain, modify, amplify or aid in the interpretation or construction of the provisions of this Agreement. Each party to this Agreement and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Agreement. This Agreement shall be construed without regard to any presumption or other rule of construction whereby ambiguities within this Agreement or such other document would be construed or interpreted against the party causing the document to be drafted. The parties hereto each further represent that the terms of this Agreement has been completely read by them and that those terms are fully understood and voluntarily accepted by them. In any interpretation, construction or determination of the meaning of any provision of this Agreement, no presumption whatsoever shall arise from the fact that the Agreement was prepared by or on behalf of any party hereto.

15. **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 another 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 DISTRICT and the CITY have caused this Agreement to be executed in their respective names and attested to as of the date first above written.

**DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT**

By :   
Brian Crane, Chair

ATTEST:  
By:   
Secretary

**THE CITY OF MOBERLY**

By: \_\_\_\_\_  
Jerry Jeffrey, Mayor

**ATTEST:**

\_\_\_\_\_  
D. K. Galloway, CMC/MRCC, City Clerk

## EXHIBIT A PUBLIC RESTROOM COST ESTIMATE

BUDGET COST ESTIMATE

# L&J Development Inc

1513 Union Avenue Suite 1200  
Moberly, Missouri 65270  
(660) 269-8008  
[www.ljdevelopment.com](http://www.ljdevelopment.com)

Date: May 27, 2020

Project No. L&J Job #1260  
Project: City of Moberly  
Parks and Recreation - Depot Park Bathrooms  
West Reed Street  
Moberly, MO 65270

Materials Taxable: No  
Project Sq. Ft. 170 Sq. Ft.

\*Equal Electrical

68,000 box  
7,200 HVAC  
5,000 electrical

- bid  
\*Range west  
side  
(Down town)

- local sourcing

\*Hole in  
early bid

(Handwritten stamp)  
Stamped  
plans on  
restroom

Description	Quantity	Unit	Division Sub-Totals	Notes:
<b>1.000 General Conditions</b>				
1.030 - Professional Fees				
Architect	1	LS		David L. Mackey, Architect
1.040 - Project Supervision	1	MTH		L&J Development Inc
1.060 - Permits				Waived by the City of Moberly
1.511 - Temporary Electricity- By Owner				
1.512 - Temporary Lighting- By Owner				
1.514 - Temporary Water- By Owner				
1.515 - Temporary Toilet	2	MTH		Apollo Porta Potties
1.560 - Temp. Barriers & Enclosures	1	LS		Vinyl Fencing of Ditches and Footings
1.700 - Clean-up				
Daily Cleaning	12	HR		L&J Development Employees
1.708 - Dumpster / Dump Fee				
6 Yrd. Dumpster	2	TRIP		Dump Trailer
Dump Fee (Solid Waste)				Transfer Station
<b>Division 1.000 General Conditions Total:</b>			<b>\$5,021.40</b>	
<b>2.000 Sitework</b>				
2.250 - Layout	2	HR		L&J Development Employees
2.310 - Grading - Finish & Rough				
Skid Loader w/Operator	4	HR		L&J Development Employees
2.510 - Water Distribution	1	LS		Magic City Plumbing
2.530 - Sewer Distribution	1	LS		- Per Information provided by City Magic City Plumbing - Per Information provided by City
<b>Division 2.000 Sitework Total:</b>			<b>\$8,650.15</b>	
<b>3.000 Concrete</b>				
3.100 - Footing System, Concrete				
16"x 30" Trench Footing	58	LF		Moberly Ready Mix L&J Development Employees
3.300 - S.O.G. System, Concrete				
Sub-Contract	1	LS		Moberly Ready Mix L&J Development Employees
4" Conc./4" Base, Reinf., Forming, VB & Labor				
<b>Division 3.000 Concrete Total:</b>			<b>\$6,056.80</b>	

Description	Quantity	Unit	Division Sub-Totals	Notes:
<b>4.000 Masonry</b>				
4.100 - Masonry				
Sub-Contract	1	LS		Harrison Masonry
<b>Division 4.000 Masonry Total:</b>			<b>\$18,752.35</b>	
<b>6.000 Wood &amp; Plastics</b>				
6.100 - Misc. Wood Framing				Moberly Lumber
2x4x92 5/8" Stud	60	EA		
2x4x10', No.2	4	EA		
2x4x16', No.2	4	EA		
2x6x92 5/8" Stud	20	EA		
2x6x10', No.2	4	EA		
2x8x10' DF	15	EA		
2x4x10', Treated	2	EA		
2x4x16', Treated	2	EA		
2x6x10', Treated	2	EA		
7/16"x4'x8' OSB	40	EA		
3/4"x4'x8' OSB	6	EA		
Fasteners & Adhesives	1	LS		
Labor to Frame	40	HR		L&J Development Employees
<b>Division 6.000 Wood &amp; Plastics Total:</b>			<b>\$4,051.34</b>	
<b>7.000 Thermal &amp; Moisture Protection</b>				
7.200 - Insulation				Moberly Lumber
House Wrap ( 100' )	1	EA		
R-13 Batt (Unfaced)	640	SF		
R-30 Batt (Unfaced)	200	SF		
Sales Tax		LS		
Labor to Install	8	HR		L&J Development Employees
7.500 - Membrane Roof System	1	LS		Jeff Reed Roofing
7.900 - Joint Sealants	1	LS		L&J Development Employees
<b>Division 7.000 Thermal &amp; Moisture Protection Total:</b>			<b>\$3,114.13</b>	
<b>8.000 Doors &amp; Windows</b>				
8.100 - Hollow Metal Doors & Frames				
IHM-1 Door, Insulated HM, 18 Ga./90 min. Primed	3	EA		Negwer Materials
HM-1 Frame (Exterior) 16 Ga. Welded, Primed	3	EA		
Labor to Install	12	HR		L&J Development Employees
8.710 - Door Hardware				
LO-1 Lockset - Cylinder, Keyed / Thumb Operator	3	EA		Negwer Materials
H-1 Hinges (Exterior)	9	EA		
CL-1 Closer - Negwire	3	EA		
GA-1 Weatherstripping, Vinyl Seal	3	LF		
TH-1 Threshold, 1/2"x5"x36"	3	EA		
ST-3 Door Stop, Floor Mount (3" High)	3	EA		
SW-1 Sweeps, 36"	3	EA		
KP-1 Kickplate, 10" x 34"	3	EA		
Labor to Install	6	HR		L&J Development Employees
<b>Division 8.000 Doors &amp; Windows Total:</b>			<b>\$3,543.64</b>	
<b>9.000 Finishes</b>				
9.200 - Drywall				
5/8" Gypsum	200	SF		Lowe's
Labor to Hang & Tape	200	SF		Marc Bales Construction

Description	Quantity	Unit	Division Sub-Totals	Notes:
9.250 - FRP	1	LS		Negwer Materials
				L&J Development Employees
9.651 - Rubber Base				
4" High Johnsonite	80	LF		Art's Appliance - L&J Development
9.900 - Painting & Staining				
Paint Interior Walls (Drywall)	200	SF		Lowe's - L&J Development Employees
<b>Division 9.000 Finishes Total:</b>			<b>\$4,360.44</b>	
<b>10.000 Specialties</b>				
10.800 - Toilet Accessories				
TA-1, 18" Grab Bar	2	EA		Negwer Materials
TA-2, 35" Grab Bar	2	EA		
TA-3, 42" Grab Bar	2	EA		
TA-6, Dual, Surface Mount Toilet Paper Disp.	2	EA		
TA-9, Surface Mount Soap Disp.	2	EA		
TA-10, No-Touch Hand Dryer (White)	2	EA		
TA-17, Sanitary Napkin Disposal	1	EA		
TA-21, Mirror - 24" x 36"	2	EA		
TA-23, Baby Changing Station	2	EA		
OT-3, ADA Restroom Sign - (Men)	1	EA		
OT-4, ADA Restroom Sign - (Women)	1	EA		
Labor to Install	8	HR		L&J Development Employees
<b>Division 10.000 Specialties Total:</b>			<b>\$2,719.75</b>	
<b>15.000 Mechanical</b>				
15.100 - Plumbing				
Sub-Contract	1	LS		Magic City Plumbing
Fixture, Waste, and Supply (No. of Fixtures)				
15.700 - HVAC				Controlled Aire
Sub-Contract-Mini Split systems				(ADD \$7,287.26)
<b>Division 15.000 Mechanical Total:</b>			<b>\$11,330.00</b>	
<b>16.000 Electrical</b>				
16.100 - Electrical				
Sub-Contract-Out of Contract				Told that NEMO Electric will take care of out of Contract.
<b>Division 16.000 Electrical Total:</b>			<b>\$0.00</b>	
			<b>\$67,600.00</b>	
			<b>\$397.65</b>	

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ WS #7.

Department: Comm. Dev.

Date: July 20, 2020

**Agenda Item:** A Resolution Approving A Lease Agreement With The Randolph County Democrats For Property Located At 220 W. Reed Street And Authorizing The City Manager To Execute The Lease.

**Summary:** Randolph County Democrats have requested the use of 220 W. Reed for their 2020 campaign headquarters. They have agreed to enter into a lease with the city beginning August 1, 2020 through October 31, 2020. The lease agreement presented sets forth the rights and liabilities of the participating parties. Randolph County Democrat Club is agreeable to paying \$500 for each month the unit is rented.

**Recommended**

**Action:** Direct staff to bring to the August 3, 2020 Council meeting for final approval.

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** 0.00

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

**BILL NO:** \_\_\_\_\_

**RESOLUTION NO:** \_\_\_\_\_

**A RESOLUTION APPROVING A LEASE AGREEMENT WITH THE RANDOLPH COUNTY DEMOCRATS FOR PROPERTY LOCATED AT 220 W. REED STREET AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE.**

**WHEREAS**, Randolph County Democrats is desirous of renting retail office space from the city at 220 W Reed Street for a campaign headquarters; and

**WHEREAS**, it is desirable to the city to have tenants using retail business space in the downtown Moberly and to assist charitable fundraising; and

**WHEREAS**, the lease agreement attached hereto provides for a lease term beginning August 1, 2020 and ending October 31, 2020 and sets forth the rights and liabilities of the parties.

**NOW, THEREFORE**, the lease agreement with Randolph County Democrats is hereby approved and the City Manager is hereby authorized to execute the Agreement on behalf of the City of Moberly, Missouri.

**RESOLVED** this \_\_\_\_\_ of \_\_\_\_\_, 2020, by the Council of the City of Moberly, Missouri.

\_\_\_\_\_  
Presiding Officer at Meeting

**ATTEST:**

\_\_\_\_\_  
City Clerk

OFFICE LEASE  
CITY OF MOBERLY, MISSOURI  
220 WEST REED STREET

THIS LEASE is made this \_\_\_\_ day of \_\_\_\_\_, 2020, between the City of Moberly, Missouri, (hereinafter "City") a municipal corporation and Randolph County Deomcrats (hereinafter "Lessee").

**RECITALS**

- A. City is a Third-Class statutory city duly organized and validly existing under the laws of the state of Missouri with the power to conduct municipal business pursuant to Missouri law and the Ordinances duly enacted by the Moberly City Council.
- B. City is the owner of various downtown retail buildings which are available to local businesses to rent.
- C. City leases office space in a building at 220 W Reed Street and desires to lease said space to Lessee.
- D. Lessee is desirous of operating a memorabilia/collectables retail business at said location.

**AGREEMENT**

**SECTION 1. RECITALS**

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

**SECTION 2. PREMISES**

City hereby leases to Lessee, and Lessee hereby leases from City, the office space including a bathroom located at 220 W Reed Street, Moberly, Missouri 65270 (hereinafter the "Premises"). Lessee accepts the Premises "As Is," subject to all applicable municipal, state and federal laws, ordinances, regulations and policies governing and regulating the use of the Premises, and any covenants or restrictions of record. Lessee acknowledges that City has made no representations or warranties as to the physical state of the Premises, or any suitability of the Premises.

2.1 Non-Exclusive Use. The building which includes 220 W Reed Street has other retail lessees who operate businesses in Moberly, MO.

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

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

**SECTION 3. TERM**



3.1 Three Months. The initial term of this lease shall be for three months beginning on August 1, 2020 and ending on October 31, 2020.

3.2 Renewal. This lease may be renewed on a month-to-month basis following the end of the initial three-month term until terminated by either party. Termination shall be in writing and delivered thirty (30) days prior to the termination date. Renewals shall be on the same terms and conditions stated herein unless amended in writing prior to the start date of the renewal term.

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

#### **SECTION 4. RENTAL AMOUNT**

4.1 Monthly. Lessee shall pay Five Hundred Dollars (\$500.00) per month during the term of this lease. Payment is due no later than the first business day of each month. Lessee may prepay any amount at any time.

#### **SECTION 5. LESSEE'S PERMITTED USE AND ACTIVITY**

5.1 Use. Lessee may utilize the Premises only for the purposes necessary to conduct its usual business operations. Lessee intends to operate a campaign headquarters on the premises.

5.2 Access and Key. Lessee shall be issued a key and permitted free access for ingress and egress. Lessee shall be charged \$20 to replace a door key.

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

#### **SECTION 6. CITY'S OBLIGATIONS**

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

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

6.3 Trash Disposal. City agrees to pay for trash service at the leased premises.

6.4 Utilities. City shall provide all utilities necessary for the business operations of the Lessee except Lessee shall provide internet and cable if desired.

#### **SECTION 7. ASSIGNMENT**

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

#### **SECTION 8. LIABILITY**

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

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

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

## **SECTION 9. INSURANCE**

9.1 Lessor. Lessor maintains Commercial General Liability coverage for the structure.

9.2 Lessee. Lessee shall be responsible for maintaining renter's insurance, business interruption coverage and Commercial General Liability coverage in an amount not less than \$1,000,000.

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

## **SECTION 10. DAMAGE OR DESTRUCTION**

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

## **SECTION 11. DEFAULTS**

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

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

## **SECTION 12. REMEDIES**

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

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

### **SECTION 13. TERMINATION**

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

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

### **SECTION 14. NOTICES**

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

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

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

### **SECTION 15. MUNICIPAL AUTHORITY**

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

### **SECTION 16. GOVERNING LAW**

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

### **SECTION 17. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

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

**SECTION 18. PUBLIC RECORDS ACT**

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

**SECTION 19. ENTIRE AGREEMENT**

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

**SECTION 15. COUNTERPARTS**

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

**SECTION 16. NO PROMISE OF FUNDING**

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

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

APPROVED AS TO FORM:

CITY OF MOBERLY, MISSOURI

\_\_\_\_\_  
Randall D. Thompson  
City Attorney

By: \_\_\_\_\_  
Brian Crane  
City Administrator

ATTEST:

\_\_\_\_\_  
City Clerk

LESSEE

\_\_\_\_\_

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ WS #8.

Department: Public Utilities

Date: July 20, 2020

**Agenda Item:** Discussion regarding change order #1 for Morley Street Improvement Project, S & A Equipment & Builders, LLC

**Summary:** The attached change order reflects additional quantities to connect properties to the water main on the east side of North Morley Street. The net change in price is an increase of \$20,798.72.

**Recommended Action:** Direct Staff to draft a resolution approving the change order at the next regular City Council Meeting

**Fund Name:** Capital Improvement Sales Tax

**Account Number:** 304.000.5502

**Available Budget \$:** \$1,260,500.00

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

**CHANGE ORDER No. 1**

CONTRACTOR: S&A Equipment & Builders, LLC  
 PROJECT NAME: Morley Street Improvement Project

LPA: City of Moberly  
 PROJECT NO.: STP-4500(207) & STIP 2P3220

WS #8.

**The Contractor is hereby directed to make the following changes from the contract:**

**1. DESCRIPTION AND REASON FOR CHANGE:**

**Item 902.88-11 pull box, preformed class 2** - The unit listed in the contract bid item list for the unit bid item pull box, preformed class 2 was incorrectly specified as CY but instead should be specified as EA. This is a no cost change.

The line item adjustments below, all non-participating items (Base Bid B), address water meter reconnect changes and additions from the original plans per requirements of the City of Moberly. These changes also include additional cutting and capping of the City's abandoned 2" water main along Morley Street that are necessary for project completion. Details regarding line items changes are as follows:

**Item 603.99.02A Service Line - 1 in HDPE** - Added 75 LF for connecting to meter at Partial 13, eliminated 80 LF due to connecting to one meter in lieu of two meters at Partial 19, added 80 LF for connecting to meter at Partial 20, added 80 LF for connecting to second meter at Partial 29, and added 30 LF to complete the meter connection to Morley St at Partial 30, resulting in a total additional 185 LF of Service Line - 1 in HDPE.

**Item 603-99.02B Service Line - 1 in Copper** - Added 9 LF for completing connection to meter at Partial 36, resulting in a total additional 9 LF of Service Line 1 in Copper.

**Item 603-99.02D 3 in HDPE Bored Crossing** - Added 80 LF of smaller diameter bore due to connecting to one meter in lieu of two meters at Partial 19, added 80 LF due to connecting to meter at Partial 20, and added 80 LF for connecting to second meter at Partial 29, resulting in a total additional 240 LF of 3 in HDPE Bored Crossing.

**Item 603.99.02E 4 in HDPE Bored Crossing** - Eliminated 80 LF of larger diameter bore due to connecting to one meter in lieu of two meters at Partial 19, resulting in a total reduction of 80 LF of 4 in HDPE Bored Crossing

**Item 603-99.02O Cut and Cap 2 in Main** - Added 1 EA to cap abandoned 2" main near Sta 32+50 (Fulton Ave - west), added 2 EA to cap abandoned 2" main near approximate Sta 44+25 to 44+50, Jefferson St (west), and added 2 EA to cap abandoned 2" main near approximate Sta 55+40 to 56+05, parking lot approach (west), resulting in a total additional 5 EA of Cut and Cap 2 in Main.

**Item 603.99-02R 3" Bored Crossing, Uncased** - Contingent item added at agreed price of \$33.00/LF for adding 75 LF for connecting to meter at Partial 13, resulting in a total 75 LF of 3" Bored Crossing, Uncased.

**2. COST OF WORK AFFECTED BY THIS CHANGE ORDER.**

EST. LINE NO.	CONTRACT ITEM NO.	ITEM DESCRIPTION	UNITS PREVIOUSLY PROVIDED FOR	UNITS TO BE CONSTRUCTED	UNITS OVERRUN, UNDERRUN, CONTINGENT	UNIT PRICE	CONTRACT OR AGREED UNIT PRICE	AMOUNT OF OVERRUN OR PLUS CONTINGENT	AMOUNT OF UNDERRUN OR MINUS CONTINGENT
	603.99.02A	Service Line - 1 in HDPE	951.00	1136.00	185.00	LF	\$21.50	\$3,977.50	
	603-99.02B	Service Line - 1 in Copper	18.00	27.00	9.00	LF	\$434.23	\$3,908.07	
	603-99.02D	3 in HDPE Bored Crossing	951.00	1191.00	240.00	LF	\$42.69	\$10,245.60	
	603-99.02E	4 in HDPE Bored Crossing	367.00	287.00	80.00	LF	\$54.08		\$4,326.40
	603-99.02O	Cut and Cap 2 in Main	8.00	13.00	5.00	EA	\$903.79	\$4,518.95	
	603.99-02R	3" Bored Crossing, Uncased	0.00	75.00	75.00	LF	\$33.00	\$2,475.00	
<b>TOTALS:</b>								<b>\$25,125.12</b>	<b>\$4,326.40</b>




**3. SETTLEMENT FOR COST OF THE ABOVE CHANGE TO BE MADE AT CONTRACT UNIT PRICES, EXCEPT AS NOTED:**  
 N/A

**4 COMMENTS:**

**5 COST ADJUSTMENTS TO THE CONTRACT:**

1. CONTRACT AMOUNT	\$1,274,320.22
2. OVERRUN THIS ORDER	\$25,125.12
3. OVERRUN PREVIOUS	\$0.00
4. UNDERRUN THIS ORDER	\$4,326.40
5. UNDERRUN PREVIOUS	\$0.00
6. PROJECT TOTAL	\$1,295,118.94

**THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO:**

APPROVED: (OWNER)	DATE		
		APPROVED: (CONTRACTOR)	DATE
			7/17/2020
APPROVED: (CONSTRUCTION ENGINEER)	DATE		