

A G E N D A
WORK SESSION
City of Moberly
January 17, 2023
6:00 PM

Requests, Ordinances, and Miscellaneous

1. A New Ordinance Regulating The Smoking of Marijuana In Public Places And Meetings.
2. An Ordinance Authorizing The City Manager Of Moberly, Missouri To Execute A Cooperative Agreement For Tourism Promotion Services With The Moberly Chamber Of Commerce.
3. A Request For The Closing of Certain Streets In The Downtown Are In Support Of The 2023 Junk Junktion & Gus Macker on September 9 and 10, 2023.
4. A Resolution Authorizing The City Manager To Enter Into An Agreement With Bricton Group, Inc., For Hotel Development Consulting Services
5. Discussion of accepting the Government Cost Share Funding

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #1.

Department: Administration

Date: January 17, 2023

Agenda Item: A new Ordinance regulating the smoking of marijuana in public places and meetings.

Summary: The new constitutional amendment for recreational marijuana allows cities to regulate the time and place where marijuana may be smoked. The proposed ordinance was drafted using the Missouri State Clean Indoor Air Law as a guide. The clean air act is found in Sections 191.765 to 776. Moberly has never enacted its own ordinance regulating tobacco although it is permitted under the state act.

Recommended Action: To discuss the parameters of an ordinance regulating smoking marijuana and to bring an ordinance to the February 6th for passage thereafter.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey**

Council Member

M___ S___ **Brubaker**

M___ S___ **Kimmons**

M___ S___ **Kyser**

M___ S___ **Lucas**

Passed Failed

BILL NO: _____

ORDINANCE NO: _____

AN ORDINANCE ADOPTING ARTICLE III TO CHAPTER 20 OF THE CITY CODE PROVIDING FOR NO SMOKING OF MARIJUANA IN A PUBLIC PLACE OR MEETING.

Whereas, on November 8, 2022, Missouri voters passed Amendment 3 which amended the state constitution to provide for the use of recreational marijuana; and

Whereas, Article XIV, Section 2.5(6) of the state constitution now provides that local political subdivisions may enact ordinances not in conflict with the constitution governing the time and place where marijuana may be smoked in public areas within the locality; and

Whereas, the Moberly City Council has determined that smoking marijuana in public places should be regulated to safeguard citizens who do not wish to be exposed to marijuana smoke; and

Whereas, the Moberly City Council hereby adopts this ordinance to prohibit smoking marijuana in public place or meeting.

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

SECTION ONE: Chapter 20 of the City Code is hereby amended by the adoption of Article III to prohibit smoking marijuana in public places and meetings as follows:

Chapter 20 – HEALTH AND SOCIAL SERVICES

ARTICLE III. – NO MARIJUANA SMOKING IN PUBLIC

Sec. 20-40. – Definitions. As used in sections 20-40 to 20-44, the following terms mean:

(1) *“Other person in charge”*, the agent of the proprietor authorized to give administrative directions to and general supervision of the activities within the public place, work place or public meeting at any given time;

(2) *“Proprietor”*, the party who ultimately controls, governs or directs the activities within the public place, work place or public meeting, regardless of whether he is the owner or lessor of such place or site. The term does not mean the owner of the property unless he ultimately controls, governs or directs the activities within the public place or public meeting. The term “proprietor” shall apply to a corporation as well as an individual;

(3) *“Public meeting”*, a gathering in person of members of a governmental body, whether an open or closed session, as defined in chapter 610;

(4) *“Public place”*, any enclosed indoor area used by the general public or serving as a place of work including, but not limited to:

(a) Any retail or commercial establishments.

(b) Health care facilities, health clinics or ambulatory care facilities including, but not limited to, laboratories associated with health care treatment, hospitals, nursing homes, physicians' offices and dentists' offices;

(c) Any vehicle used for public transportation including, but not limited to, buses, taxicabs and limousines for hire;

(d) Rest rooms;

(e) Elevators;

(f) Libraries, educational facilities, day care facilities, museums, auditoriums and art galleries;

(g) All public areas and waiting rooms of public transportation facilities including, but not limited to, bus and airport facilities.

(h) Any enclosed place used for entertainment or recreation including, but not limited to, gymnasiums, theater lobbies, concert halls, arenas and swimming pools;

(i) Any other enclosed indoor areas used by the general public including, but not limited to, corridors and shopping malls;

(j) "*Smoking*", possession of burning marijuana in any form or other smoking equipment.

Sec. 20-41 – Persons not to smoke in public places or meetings. A person shall not smoke marijuana in a public place or in a public meeting.

Sec. 20-42 – Areas not considered public places. The following areas are not considered a public place:

(1) An entire room or hall which is used for private social functions, provided that the seating arrangements are under the control of the sponsor of the function and not of the proprietor or other person in charge;

(2) Limousines for hire or taxicabs, where the driver and all passengers agree to smoking marijuana in such vehicle;

(3) Performers on the stage, provided that the smoking of marijuana is part of the production; and

(4) Private residences; and

(5) Any area licensed by the Missouri Department of Health and Senior Services ("DHSS") for the use of medical marijuana, including owners or entities in control of a public place which under DHSS rules choose to make a non-public place available where qualifying medical marijuana patients may consume medical marijuana. Such non-public place must meet all requirements of DHSS for an enclosed private space.

Sec. 20-43 – Person in control of public places or public meetings, duties. The person having custody or control of a public place or public meeting shall:

(1) Make reasonable efforts to prevent smoking in the public place or public meeting by posting appropriate signs indicating no marijuana smoking. These signs shall be placed at a height and location easily seen by a person entering the public place or public meeting and not obscured in any way;

(2) Make a reasonable request of persons smoking to leave the public place or public meeting.

Sec. 20-44 – Violators. The following persons shall be guilty of a violation of this Article:

(1) A person who smokes marijuana in those areas where smoking is prohibited pursuant to the provisions of sections 40-20 to 40-43;

(2) A proprietor or other person in charge of a public place or public meeting who permits, causes, suffers or allows a person to smoke marijuana in those areas where smoking is prohibited pursuant to sections 40-20 to 40-43;

(3) Persons found guilty of violating this Article shall pay a civil penalty not exceeding \$100.00.

SECTION TWO: This Ordinance shall take effect immediately upon passage by the Moberly City Council.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this day
of _____ , 2023.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #2.

Department: Administration

Date: January 17, 2023

Agenda Item: An Ordinance Authorizing The City Manager Of Moberly, Missouri To Execute A Cooperative Agreement For Tourism Promotion Services With The Moberly Chamber Of Commerce.

Summary: Attached is the Chamber's proposal for the 2023 Tourism Contract. We have a cost for services at \$85,200. These funds will be used to promote events and attractions. Our marketing plan also allows for radio and print advertising in addition to the social media ads. The Marketing Plan is still very heavy on social media advertising so that we can easily track engagement and see ROI on our advertising investment.

Recommended

Action: Direct staff to bring to the February 6th Council meeting for final approval

Fund Name: Non-Resident Lodging Tax Fund/Contract Services

Account Number: 102.000.5406

Available Budget \$:

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey**

Council Member

M___ S___ **Brubaker**

M___ S___ **Kimmons**

M___ S___ **Kyser**

M___ S___ **Lucas**

Passed Failed

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATIVE AGREEMENT FOR TOURISM PROMOTION SERVICES WITH THE MOBERLY CHAMBER OF COMMERCE.

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

SECTION ONE: The City and the Moberly Chamber of Commerce successfully joined forces in 2021 to bring tourism to Moberly by entering into a cooperative agreement which provided for such services.

SECTION TWO: Attached hereto is a Tourism Promotion Services Agreement whereby the Chamber of Commerce will provide tourism services to the city in exchange for the payment of \$85,200.00 for the calendar year of 2023.

SECTION THREE: The City Manager of Moberly, Missouri is hereby authorized to execute the attached Agreement and take such other and further steps as may be needed to effectuate the terms of the Agreement.

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 6th day of February 2023.

ATTEST:

Presiding Officer at Meeting

City Clerk

CITY OF MOBERLY
TOURISM PROMOTION SERVICES AGREEMENT

The City of Moberly ("City") and the Moberly Chamber of Commerce ("Chamber"), referred to collectively as the "Parties," enter into the following Agreement for Tourism Promotion services:

I. Scope: The Chamber shall provide tourism promotion services for the City. Tourism promotion shall mean activities and expenditures designed to increase tourism to the City. Tourism promotion activities may include, but are not limited to, advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists to the City. The Chamber shall annually provide to the City a marketing and work plan, setting forth its goals and objectives for successful tourism promotion. The Chamber shall contract for services of a professional destination consulting services to conduct a Tourism Strategic Plan for the City of Moberly as attached to this agreement.

II. Term: This agreement shall commence on the date of execution of this Agreement and shall continue in full force and effect until December 31, 2023 unless terminated earlier pursuant to Section IX of this Agreement.

III. Compensation: In consideration of the services provided pursuant to this Agreement the City shall pay the Chamber an amount of \$85,200 annually. These funds may be paid monthly in an amount equal to \$7,100.00 per month.

The Chamber shall submit periodic billing statements detailing activities and services performed by the Chamber specifically promoting tourism in the City of Moberly including measurable results. Upon receipt of a conforming billing statement, the City shall promptly process payment within 30 days. If a billing statement does not conform to this Agreement, the City may withhold payment until the statement is brought into compliance. Such withholding does not relieve the Chamber of its obligations under this Agreement.

The Chamber shall not perform work beyond the Scope of Work, nor shall be compensated for such work, unless the Scope of Work or amount of compensation is modified pursuant to this Agreement.

IV. Relationship of Parties: The Chamber represents that it is skilled in the matters addressed in the Scope of Work and is performing independent functions and responsibilities within its field of expertise. The Chamber and its personnel are independent contractors and not employees of the City. The Chamber and its personnel have no authority to bind the City or to control the City's employees and other contractors. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub consultants of the Chamber. The Chamber will be solely

and entirely responsible for its acts and for the acts of the Chamber's agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work.

As an independent contractor, the Chamber is responsible for its own management. The City's administration and enforcement of this Agreement shall not be deemed an exercise of managerial control over the Chamber or its personnel. As an independent contractor, the Chamber is responsible for payment of all taxes and licensing fees necessary to perform its obligations under this Agreement. These taxes and fees include but are not limited to State industrial insurance, Business & Occupation, State professional licensing, and City business licensing. If any taxes or fees due the City have been declared delinquent, the City may withhold the delinquent amount, plus any additional charges arising from the delinquency, from any payments due to the Chamber.

V. Indemnification: The Chamber shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the performance of this Agreement, except for that portion of the injuries and damages caused by the City's sole negligence.

The City's review or acceptance of any of the work when completed shall not be grounds to avoid any of these covenants of indemnification.

The provisions of this section shall survive the expiration or termination of this Agreement.

VI. Insurance: Prior to and during the performance of the work covered by this Agreement, the Chamber shall make available, upon request from the Director of Finance for the City, the evidence that it has obtained and maintains in full force and effect during the term of this Agreement comprehensive general liability insurance coverage. In the event the Chamber organizes, promotes or sponsors an event involving the sale or consumption of food or alcoholic beverages, the Chamber shall also provide evidence, upon request from the City, that it has obtained products liability and liquor liability insurance of at least \$1,000,000.00 per occurrence, for each event. The City shall be named as additional insured and a copy of the appropriate additional insured endorsement shall be provided to the City's Director of Finance. The Director of Finance shall be provided thirty (30) days written notice of any cancellation of said insurance.

VII. General Conditions:

A. Reports and Information: The Chamber shall attend all quarterly Moberly Tourism Commission meetings and provide a report on activities for the previous quarter. The Chamber shall furnish monthly reports and documents on matters covered by this Agreement to the City Council. The reports and documents shall be furnished in the time and form requested. Such reports and

documents shall include: list of all tourism activities conducted on behalf of the City, special events sponsored by the Chamber, the estimated number of tourists and/or persons traveling to the destination, and the estimated number of lodging stays generated per tourism-related event.

B. Work Performed at the Chamber's Risk: The Chamber shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Chambers own risk, and the Chamber shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

C. Place of Work: The Chamber shall perform the work authorized under this Agreement at its offices in Moberly, Missouri or at the offsite office of an independent contractor. Any necessary meetings with the City staff shall take place at the City's offices, or at locations mutually agreed upon by the parties.

D. Entire Agreement: This Agreement and its Exhibits constitutes the entire agreement between the Parties, and the Parties acknowledge that there are no other agreements, written or oral, that have not been set forth in the text of this Agreement.

E. Severability: Should any part of this Agreement be found void, the balance of the Agreement shall remain in full force and effect.

F. Modification: This Agreement may only be modified by written instrument signed by both Parties.

G. Written Notices: All communications regarding this Agreement shall be sent to the parties at the addresses listed below by registered or 1st class mail, or by personal service, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

ADDRESS:
City of Moberly
Attn: City Clerk
101 West Reed Street
Moberly, MO 65270

ADDRESS:
Moberly Chamber of Commerce
Attn: Executive Director
211 West Reed Street
Moberly, MO 65270

H. Waiver: Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

I. Non-Waiver of Breach: The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

J. Compliance with Laws: The Chamber shall comply with all applicable Federal, State, and local laws in performing its obligations under this Agreement.

K. Choice of Law and Venue: This Agreement shall be interpreted according to the laws of the State of Missouri. Any judicial action to resolve disputes arising out of this Agreement shall be brought in Randolph County District Court.

L. Attorneys' Fees: In the event of litigation to enforce any of the terms or provisions herein, each party shall pay all its own costs and attorney's fees.

M. Assignment: Any assignment of this agreement by the Chamber without the written consent of the City shall be void.

VIII. Nondiscrimination: The Chamber shall not discriminate in employment or services to the public on the basis of race, color, national origin, sex, religion, age, marital status, sexual orientation or disability, except for employment actions based on bona fide occupational qualification.

IX. Termination: This Agreement may be terminated by either party for convenience upon sixty (60) days written notice to the other party, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction within five (5) days of written notice and diligently completes the correction thereafter. Upon such termination, City will be entitled to reports showing the status of all services the Chamber is providing to the City as of the effective date of termination.

X. Termination of Other Contracts. This Agreement shall supersede all prior Agreements between the parties relating to the use of Hotel/Motel Tax.

CITY OF MOBERLY

By: _____

Name: Brian Crane

TITLE: City Manager

Date: _____

Attest: _____

City Clerk

MOBERLY CHAMBER OF COMMERCE

By: _____

Name: Tim Siedel

TITLE: President

Date: _____

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: Police
Date: January 17, 2023

Agenda Item: Resolution authorizing the closing of certain streets in the downtown are in support of the 2023 Junk Junction & Gus Macker on September 9 and 10, 2023.

Summary: Moberly Area Chamber of Commerce is requesting permission to hold the 2023 Junk Junction and Gus Macker Street basketball tournament on September 9 and 10, 2023 in the Depot District in downtown Moberly. They also request street closures, prohibited parking on some streets and parking lots beginning on Thursday Sept. 7 at 6:00pm through Sept 10 at 7:00pm, use of municipal parking lots and a beer garden on N 5th street for Sept. 8th at 6:00pm to Sep. 10th at 7:00pm and 18th, 2022. See attached request letter from Moberly Chamber of Commerce, Meghan Schmitt, and the attached map.

Recommended Action

Approve the request

Fund Name: CIP

Account Number:

Available Budget \$:

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey**

Council Member

M___ S___ **Brubaker**

M___ S___ **Kimmons**

M___ S___ **Davis**

M___ S___ **Kyser**

Passed Failed



Moberly Area Chamber of Commerce
 211 West Reed Street | Moberly, MO 65270
 phone 660.263.6070 | fax 660.263.9443
www.MoberlyChamber.com

January 3, 2022

To: City of Moberly

RE: Junk Junktion & Gus Macker – Saturday, September 9, 2022 & Sunday, September 10, 2022

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

1. Permission to hold:
 - The Gus Macker Basketball Tournament on North Williams from Rollins to Coates Street and the parking lot directly West of the Moberly Municipal Auditorium, the Moberly Municipal parking lot on Saturday, September 9th and Sunday, September 10th
 - Junk Junktion Vintage Vendor Market on the 100, 200, 300, 400 & 500 blocks of W Reed Street on Saturday, September 9th and Sunday, September 10th
 - Moberly Parks and Recreation parking lot on the corner of N Clark & W Reed Saturday, September 9th and Sunday, September 10th
 - JROTC Patriot Car Show on 4th Street Saturday, September 9th
 - Food & beer garden on North 5th Street Saturday, September 9th and Sunday, September 10th.
2. Permission to close the following streets from 6:00pm on Friday, September 8th to 7:00 pm on Sunday, September 10th at the following locations:
 - The 100, 200, 300, 400 & 500 blocks of W Reed Street
 - 4th Street from Rollins to Coates Street
 - 5th Street from Rollins to Coates Street
 - Moberly Parks and Recreation Parking Lot on the corner of N Clark & W Reed St
 - The Depot Park parking lot
3. Permission to close the following streets from 6:00pm on Thursday, September 7th through Sunday, September 10th at 7:00pm at the following locations:
 - N Williams from Rollins to Coates Street
 - The parking lot directly West of the Moberly Municipal Auditorium
4. Permission to close the following streets for emergency access only from 5:00am on Friday, September 8th to 7:00pm on Saturday, September 9th
 - N Clark Street from Coates to Rollins St
 - 200 & 300 blocks of W Coates Street
5. Permission to prohibit parking on the following streets from 6:00pm on Friday, September 8th to 7:00 pm on Sunday, September 10th:
 - In the 100, 200, 300, 400 & 500 blocks of Reed Street
 - 4th Street from Rollins to Coates Street
 - 5th Street from Rollins to Coates Street
 - Depot Park Parking Lot
 - Moberly Parks and Recreation parking lot on the corner of N Clark & W Reed
 - Food & beer garden on N 5th Street
6. Permission to prohibit parking on the following streets from Thursday, September 7th at 6:00pm through Sunday, September 10th at 7:00pm

- N Williams from Rollins to Coates Street
 - The parking lot directly West of the Moberly Municipal Auditorium
 - And the 200 & 300 blocks of W Coates Street
7. Public consumption ordinance to be lifted in the street and on the sidewalks starting at 9:00am on Saturday, September 9th through 5:00pm on Sunday, September 10th during Junk Junktion & Gus Macker for event participants using designated glassware and identifying wristbands:
 - On the 100, 200, 300, 400 & 500 blocks of Reed Street
 - 4th Street from Rollins to Coates Street
 - 5th Street from Rollins to Coates Street
 - North Williams from Rollins to Coates
 - The parking lot directly West of the Moberly Municipal Auditorium
 - In the 100, 200, 300, 400 & 500 blocks of W Coates St
 - Parking Lot across from the Moberly Parks and Recreation
 - Depot Park
 - N Clark Street from intersection of Franklin to Rollins
 8. Permission to place a tent at the intersection of Reed and 5th Street (on 5th Street) for civic organizations to serve food and alcohol in a covered area.
 9. Permission to hang a Junk Junktion & Gus Macker Event Banners on the Pedestrian Bridge over Rollins Street.
 10. Permission to use 220 and 219 Reed for Gus Macker Hospitality on September 7, 8, 9 & 10, 2023.

This event was established in 2018 to enhance MHS Homecoming weekend. Due to the lack of volunteers and students able to participate in Gus Macker we made the decision to move the weekend away from Homecoming in 2022. Today this event is now Moberly's largest tourism event, bringing in over 12,000 attendees from the weekend. Homecoming attendees an activity to do it is now the largest tourism event in Moberly. Not only does this event support businesses in the Depot District, but it supports businesses throughout town and surrounding counties in hotel stays. In 2022, 490 zip codes were received from 122 different counties in 13 different states with an estimate of around 13,000 people in attendance.

Vendors will again set up in the street to sell their items in the 100, 200, 300, 400 and 500 blocks of Reed Street and the car show will be held on 4th Street from Rollins to Coates Street. With concern for public safety in mind we request to close 4th Street, 5th Street and allow N Clark Street & the 200 & 300 blocks of Coates Street for emergency access only.

We would like to request that N Clark Street & the 200 & 300 block of Coates Street be closed to thru traffic and used for emergency access only. Vendor parking only will be allowed on N Clark Street so emergency vehicles can go through this street.

Volunteers will be stationed at the intersection of Coates and Clark as well as Clark and Rollins to direct vehicles around the closed streets. Barricades that the volunteers can easily move for emergency vehicles will also be placed at these intersections.

We will continue to space vendors further apart, have hand sanitizer stations and provide masks if the COVID-19 pandemic is still prevalent. Retail, restaurants, hotels/airbnbs and attractions throughout town will each be notified of the event. Residents and businesses in the road closure zones will be notified of the closure directly through mailed letters and posted signs.



Moberly Area Chamber of Commerce
211 West Reed Street | Moberly, MO 65270
phone 660.263.6070 | fax 660.263.9443
www.MoberlyChamber.com

In 2019, 2020, 2021 and 2022 we imitated the Taste of Missouri Wine Stroll by requesting enforcement of the ordinances regarding the open container and consumption of alcohol be lifted temporarily in Downtown Moberly. Attendees will again be able to purchase alcoholic beverages from licensed alcohol vendors and participating downtown restaurants in the 100, 200, 300, 400 and 500 blocks of both Reed and Coates and "sip and shop" during the event in the street and on the sidewalks. Alcohol vendors will be required to card and armband those attendees approved to drink alcohol during the event. Alcohol vendors will serve alcohol in designated cups to be used within the specified areas.

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

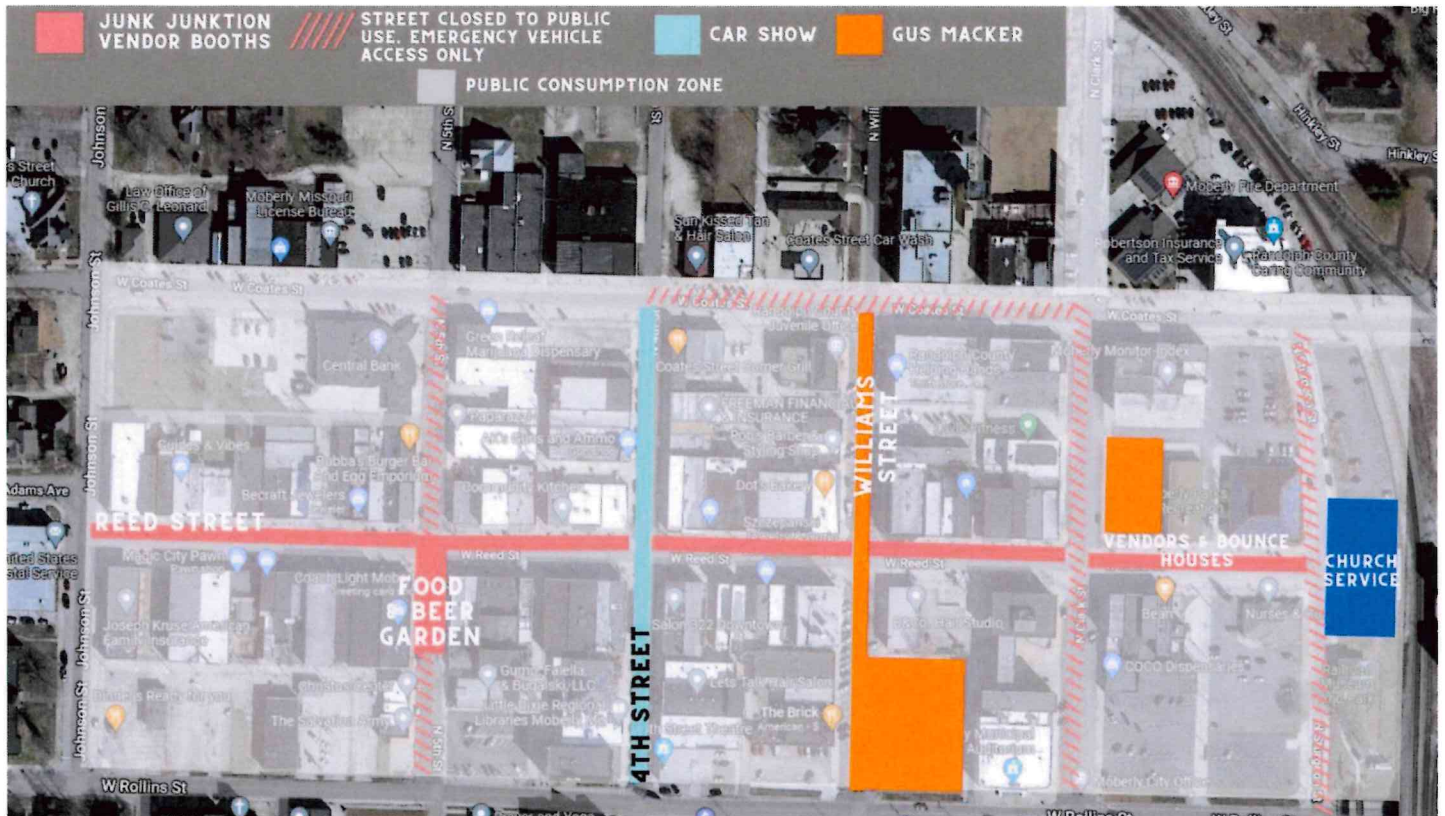
Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Megan Schmitt". The signature is fluid and cursive, with a long horizontal stroke at the end.

Megan Schmitt
Executive Director – Moberly Area Chamber of Commerce

Junk Junktion Street Closure Request
1.3.2023
Page 4



City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #4.

Department: City Manager

Date: January 17, 2023

Agenda Item: A Resolution Authorizing The City Manager To Enter Into An Agreement With Bricton Group, Inc., For Hotel Development Consulting Services

Summary: The City of Moberly, Downtown Moberly Community Improvement District has worked on a downtown hotel project for many years. After consulting various developers for the project, the Bricton Group was approached about a potential development and management agreement for a public/private partnership on a 55-room boutique, limited service hotel in downtown Moberly. This project will improve economic and tourism development for downtown, the city and our region as a destination for business and leisure travel. The Bricton Group work is identified in the scope of service, but will be a full service operator for a potential ownership group. A feasibility study was developed by Gray Hospitality showing a favorable approach for a successful development. Staff anticipates Bricton's efforts will leave to a flagged boutique hotel with a private label to elevate the property and revenues for the project. This agreement was approved for funding by the Downtown CID for the first two phases of the scope of services. After the first two phases are complete. The council and Downtown CID will decide if further forward progress is achievable

Recommended Action: Direct staff to bring to the February 6th Council meeting for final approval.

Fund Name:

Account Number:

Available Budget \$:

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

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BRICTON GROUP, INC., FOR HOTEL DEVELOPMENT CONSULTING SERVICES.

WHEREAS, the Downtown Moberly Improvement District and the City of Moberly are desirous of developing a downtown hotel as part of their continuing efforts to revitalize downtown Moberly; and

WHEREAS, Bricton Group, Inc., (“Bricton”) has valuable experience consulting with entities working to develop hotels and city staff and District staff believe they would be a valuable partner in the development of a downtown hotel; and

WHEREAS, attached hereto is a proposed Hotel Development Consulting Services Agreement (“Agreement”) submitted by Bricton outlining the general terms and conditions under which they will provide the services described above.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby authorizes the City Manager to enter into the attached Agreement with Bricton and further to take such other and necessary actions to effectuate the purposes of this resolution.

RESOLVED this 6th day of February, 2023, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk

HOTEL DEVELOPMENT CONSULTING SERVICES AGREEMENT

THIS HOTEL DEVELOPMENT CONSULTING SERVICES AGREEMENT (this “**Agreement**”), is made and entered into as of this _____ day of December, 2022 (the “**Effective Date**”), by and among the DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT, a community improvement district and political subdivision of the State of Missouri having a principal office at 101 West Main Street, Moberly, Missouri 65270 (the “**District**”); the CITY OF MOBERLY, MISSOURI, a city of the third class and Missouri municipal corporation having a principal office at 101 West Main Street, Moberly, Missouri 65270 (the “**City**”); and THE BRICTON GROUP, INC., an Illinois corporation having a principal office at 1250 Feehanville Drive, Mount Prospect, Illinois 60056 (the “**Consultant**”).

RECITALS

A. The District was formed as a political subdivision of the State of Missouri pursuant to the Community Improvement District Act, sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended (the “**CID Act**”) to undertake, facilitate and promote certain actions, projects and programs designed to revitalize the downtown area of the City (collectively, the “**Revitalization Project**”).

B. The City is the fee owner of certain improved real properties including the Kelly Hotel, the Parking Lot, and the Smith Building (collectively, the “**Properties**”) .which are located within a designated redevelopment area determined by the Moberly City Council to be a “blighted area” (as that term is used and defined in Chapter 353 of the Revised Statutes of Missouri, as amended) and which are currently economically underutilized.

C. The District and the City are each desirous of facilitating the development of a branded downtown hotel utilizing some portion of the Properties (the “**Project**”) and to this end the Consultant has agreed to provide certain selected and modified services based upon an original proposal dated October 18, 2022 by the Consultant (the “**Original Proposal**”), which modified services are summarized in Exhibit A attached to and incorporated by reference in this Agreement (collectively, and as further detailed in this Agreement, the “**Modified Services**”) all designed to obtain firm commitments by one or more recognized hotel operators to develop and operate the Project.

D. Subject to the limitations of this Agreement the District and the City wish to engage the Consultant to provide the Modified Services. all in accordance with 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 herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District, the City, and the Consultant each hereby agrees as follows:

1. Services to be Provided. The Consultant shall furnish all materials, tools, vehicles, supplies, labor, supervision, and all other incidentals which may be necessary to provide/perform each of the Modified Services specified below:

1.1. Phase 1 Modified Services. Utilizing existing City and District materials including, without limitation, various plans, layouts and construction budgets prepared by others such as Mashburn Development and Cobblestone Hotels; feasibility studies prepared by Grey Hospitality and others; and such other materials and information in the possession of the City and the District, the Consultant in consultation with City and District representatives shall determine and present in narrative and graphic form an appropriate and viable hotel development program specifying hotel type, i.e.. limited, select, or full service; number and types of rooms and layouts, proposed amenities, and franchise opportunities; and shall update and provide a preliminary construction budget based on the foregoing. Additionally, the Consultant shall work with Grey Hospitality to update and bring current the June 2021 study by Grey Hospitality, order such STR reports and gather necessary information to complete a project underwrite, and based upon the foregoing, develop a final financial model with capital stack, cash flow, and 10-yr operating proforma in a form suitable for presentation to potential lenders and investors and to potential hotel operators including, without limitation Wyndham Hotels and Resorts, Inc. (“**Wyndham**”).

1.2. Phase 2 Modified Services. Utilizing products and materials developed in Phase 1 as modified in Section 1.1 of this Agreement, the Consultant shall engage and negotiate a binding Letter of Interest with Wyndham, a branded affiliate of Wyndham, or another similar hotel operator for the development and operation of the Project. The Letter of Interest shall specify any ramp-up incentives, royalty fees, reserve percentages and other details required by Wyndham to undertake the Project which sums and costs shall be added to the pro forma developed by the Consultant. In the negotiations, the Consultant is hereby authorized to utilize and share with Wyndham (or other hotel operator so engaged) any of the information or materials including, without limitation, financial information, developed in the previous Phase and the City and the District shall each cooperate with and support the Consultant in the negotiations; *provided that* unless the Consultant is able to successfully negotiate and deliver to the City and the District a binding Letter of Interest in developing the Project within 360 days of the Effective Date, (unless this period is extended by mutual agreement of the parties) or unless the terms of the Letter of Interest so delivered are unacceptable to the City and the District (written notice of which shall be delivered to the Consultant within ten (10) days of delivery of the Letter of interest) in either event this Agreement shall terminate and neither party shall have any further obligation to the others; *provided that* the Consultant shall be entitled to full compensation related to the Phase 2 Modified Services. In the event an acceptable Letter of Interest is delivered within the time provided in this Section 1.2, the Consultant shall assist with paperwork required by Wyndham for corporate approval and work with Wyndham development personnel and the Project architect on Wyndham standards required. Any such standards shall be reflected in a finalized construction budget produced by the Consultant. During the period of negotiations, the Consultant shall additionally assist the City and the District in obtaining debt and or equity financing by engaging brokers to pursue possible project lenders to provide necessary construction and permanent financing and working to identify and engage potential local and regional investors.

2. Further Services; Modification of Agreement. At any time following and subject to the delivery of an acceptable binding Letter of Interest and its approval by applicable corporate authorities, the City and the District may engage the Consultant to provide further services based upon the scope of services in the Original Proposal or such other services as may be determined to be prudent and necessary (collectively, the “**Further Services**”). In such case this Agreement shall be amended and supplemented in a writing incorporating the Further Services to be provided, the compensation associated with each, and other customary details.

3. Compensation. The amounts specified below shall constitute the full and entire compensation to the Consultant under this Agreement for satisfactory provision by the Consultant of the Services.

3.1. Initial Engagement. Within fifteen (15) days of the full execution of this Agreement the District shall compensate the Consultant in the non-refundable amount of Twenty-Five Thousand Dollars and no cents (\$25,000.00) as a good faith engagement fee and as full compensation for services provided under Phase 1A, as set forth on Exhibit A.

3.2. Phase 1. For satisfactory provision of the Phase 1 Modified Services as set forth in section 1.1 of this Agreement, the District shall compensate the Consultant in the lump sum amount of Twenty-Eight Thousand Five Hundred Dollars and no cents (\$28,500.00).

3.3. Phase 2. For satisfactory provision of the Phase 2 Modified Services as set forth in section 1.2 of this Agreement, the District shall compensate the Consultant in the lump sum amount of Forty-One Thousand Five Hundred Dollars and no cents (\$41,500.00).

3.4. Reimbursements. In addition to Consultant’s professional fees in Sections 3.1 through 3.3 above, the District shall reimburse Consultant for any vendors / consultants we hire (with District’s prior approval) and all out-of-pocket travel and related expenses while traveling in performance of services provided under this Agreement.

3.5. Invoicing. For services provided in sections 3.2 through 3.4 of this Agreement, the Consultant shall invoice the District on a monthly basis specifying services provided during such period. Invoices shall be addressed to the District for payment and the District shall make each payment in a lump sum within sixty (60) days of receipt of a complete invoice.

4. Time for Performance; Force Majeure. This Agreement shall be effective upon the Effective Date. The Consultant shall commence providing the Services under this Agreement immediately upon execution of this Agreement and shall faithfully and substantially complete the Phase 1 Modified Services not later than December 31, 2023 (the “**Contract Time**”). It is understood that time is of the essence and that satisfactory completion of the Phase 1 Modified Services within the Contract Time are essential conditions of this Agreement; *provided that* neither the District, the City nor the Consultant shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended on a day-for-day basis, in the event of any delay directly resulting from causes beyond the parties’ reasonable control (“**Force Majeure**”).

5. Proprietary Rights; Confidential Information. The parties to this Agreement each agree that the work products from the Services, shall be owned by the District or the City, as applicable; *provided that* nothing contained in this section 5 shall be construed as prohibiting the Consultant from utilizing in any manner knowledge and experience of a general nature acquired in the performance of any Services or referencing the Services in any marketing materials of the Consultant, but subject to the provisions of the paragraphs below.

5.1. The term “Confidential Information” shall include all information whether in oral, written, electronic or other form acquired by or disclosed to the Consultant during the term of this Agreement which is identified or designated by the District or by the City as proprietary and confidential, which Confidential Information shall remain the sole property of the party so identifying or designating (each, as applicable, a “**Designating Party**”). Items will not be considered Confidential Information if: (a) available to public other than by a breach of an agreement by the recipient; (b) rightfully received from a third party not in breach of any obligation of any confidentiality; (c) independently developed by one party without access to the Confidential Information of the other; or (d) rightly known to the recipient at the time of disclosure as verified by its written records.

5.2. The Consultant agrees that other than as expressly provided in this Agreement, the Consultant shall not use for any purpose or disclose to any party not a named party to this Agreement any Confidential Information without the express written consent of the applicable Designating Party. The Consultant party agrees to safeguard the Confidential Information against use or disclosure other than as authorized by the Designating Party or pursuant to this Agreement through measures, and exercising a degree of care, which are at least as protective as those the Designating Party exercises in safeguarding the confidentiality of its own proprietary information, but no less than a reasonable degree of care under the circumstances. The Consultant shall permit access to the Confidential Information only to those officers, employees or agents of the Consultant who in the course of such employment require access in performance of their duties under this Agreement. The Consultant may also permit access, as necessary, to potential vendors or other consultants in soliciting bids and / or services to the Project.

6. Early Termination. The District or the City (each a “**Terminating Party**”), shall have the right to terminate this Agreement in whole or in part, as applicable at any time for any reason by giving the Consultant thirty (30) days prior written notice to such effect. In such event, the Terminating Party shall pay to the Consultant in full satisfaction and discharge of all amounts owing to the Consultant under this Agreement an amount equal to the cost of all Services performed by the Consultant up to such termination date, less all amounts previously paid to the Consultant. In the event of any such termination of this Agreement, the parties agree that neither the District nor the City shall be liable to the Consultant for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Services.

7. Right to Cure Preserved. In the event of any default in or breach of any term or conditions of this Agreement by any party, prior to instituting any action at law or in equity, the aggrieved party shall give written notice to the breaching or defaulting party specifying, in the opinion of the aggrieved party the nature of the breach, and the defaulting or breaching party shall, upon receipt of such written notice from the aggrieved party, proceed immediately to cure or remedy such

default or breach, and, shall, in any event, within thirty (30) days after receipt of notice, commence to cure or remedy such default. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may then institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching party.

8. No Agency Relationship; No Third Party Beneficiary. Nothing contained in this Agreement nor any act of any of the parties shall be deemed or construed to create a partnership or agency relationship between or among the parties. The Consultant shall be deemed an independent contractor hereunder. The Consultant shall have complete charge of the personnel engaged in the performance of the Services, and all persons employed by the Consultant shall be employees of the Consultant and not employees of the District or the City in any respect. Neither the District nor the City shall have any liability for the acts solely within control of the Consultant. The parties to this Agreement do not intend to confer any benefit under this Agreement on any other person or entity other than the named parties hereto.

9. Compliance with Laws. The Consultant shall at all times comply with all applicable local, state and federal laws and regulations.

10. 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 addresses set forth below, and transmitted by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified mail, return receipt requested:

(i) In the case of the District, to:

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.

(ii) In the case of the City, to:

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

(ii) In the case of the Consultant, to:

The Briction Group. Inc.

1250 Feehanville Drive
 Mount Prospect, Illinois 60056
 Attn: _____

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this section 10.

11. Mutual Cooperation. Each party to this Agreement hereby further agrees and covenants: (i) to allow access to the Properties or any portions thereof at all reasonable times; (ii) to cooperate in good faith with one another in each of the undertakings authorized by this Agreement; (iii) to promptly make and deliver such timely decisions as may be required to permit each of the other parties to perform its obligations under this Agreement; (iv) 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 (v) to otherwise aid and assist each other in carrying out the terms, provisions and intent of this Agreement.

12. Assignment. This Agreement shall not be assignable by any party without prior written consent of the other parties.

13. Entire Agreement; No Waiver by Prior Actions. This Agreement constitutes the entire agreement among the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of no further force or affect. This Agreement may be amended, changed or supplemented only by written agreement executed by each of the parties hereto. 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.

14. Governing Law; Forum Selection; Waiver of Objections. This Agreement and its performance shall be deemed to have been fully executed, made by the parties in, and governed by and construed in accordance with 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 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.

15. 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 and all documents attached as exhibits. 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 and the documents attached as exhibits hereto have 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.

16. Severability. The provisions of this Agreement shall be deemed severable. If any word, phrase, term, sentence, paragraph, or other portion of this Agreement shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected by such partial invalidity, and each remaining word, phrase, term, sentence, paragraph covenant, or other portion of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

17. 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 each of the parties hereto, notwithstanding that the 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 parties hereto have caused this Agreement to be executed as of the day and year first above written.

DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT
DISTRICT (the “**District**”)

By: _____
Brian Crane, Chair

ATTEST:

Secretary

CITY OF MOBERLY, MISSOURI (the “**City**”)

By: _____
Jerry Jeffrey, Mayor

ATTEST:

Shannon Hance, City Clerk

THE BRICTON GROUP, INC. (the “**Consultant**”)

By: _____

Title:

ATTEST:

EXHIBIT A

MODIFIED SCOPE OF SERVICES

- Phase 1 Scope:** **Tour / evaluate different buildings / sites as to theme, room count, function, and cost Already Completed; No Additional Charge.**
- A** **Develop proposed building layouts for rooms, meeting rooms, F&B, and back of house functions**
- B** Utilizing existing plans and layouts prepared by others, update and establish preliminary construction budget. Determine viable development program and appropriate hotel types and mix.
- Update the Project Feasibility Study based on proposed plan(s)**
- C** Update June 2021 study by Grey Hospitality. Order STR reports and gather necessary information to complete project underwrite
- Develop final financial model with capital stack, cash flow, and 10-yr operating proforma**
- D** Produce project underwrite which incorporates Grey study with supporting documentation to support sections E-F below.
- Phase 2 Scope:** **Negotiate Wyndham franchise agreement**
- E** Work with Owner and Wyndham representatives to provide necessary paperwork for binding LOI. When LOI is issued by Wyndham, negotiate ramp-up incentives, royalty fees, reserve percentages and other details.
- Assist with paperwork required by Wyndham for corporate approval.
- After application acceptance, work with Wyndham development personnel and architect on Wyndham standards required and incorporate same in finalized construction budget.
- Assist in obtaining debt and or equity financing**
- F** Engage brokers to pursue possible project lenders to provide necessary construction and permanent financing.
- Working with the City and the District, identify and engage potential local and regional investors

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #5.

Department: Public Works

Date: January 17, 2023

Agenda Item: Discussion of accepting the Government Cost Share Funding

Summary: See Attached memo for in-depth clarification.

Recommended Action: Bring forward to the February 6, 2023 regular City Council meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ Jeffrey

Council Member

M___ S___ Brubaker

M___ S___ Kimmons

M___ S___ Kyser

M___ S___ Lucas

Passed Failed

Date: January 13, 2023

From: Tom Sanders

Status and recommendation for (Gov. Cost Share) GCS

The City of Moberly applied for 100% GCS funding for approximately \$1.1M worth of road improvements in the industrial park. The improvements were to extend McKeown to the West to just past where a future extension of Robertson Rd would intersect, and to extend Fowler Rd. west to Buchanan. The estimated Engineering Design and Construction phases was \$333K, which we anticipated funding 100% out of pocket. Due to the extensive amount of GCS funding request received, the City of Moberly has been awarded 50% funding on the construction, or approximately \$550K. When combined with the engineering cost, that would bring the City's total cost for this as a standalone project to over \$883K. With the other work pending and annual sidewalk/street maintenance work, we would not be able to fund this and have funding set aside for the Cost Share that is on the books.

In talking with Shari Schenewerk with Mo DED/GCS advisor, I asked if we could accept the GCS funding and apply it as match funds towards the Industrial Site Grant (ISG) program (50/50 funding up to \$5M). Under the GCS, we applied for funds to complete partial street extensions, where under the ISG, we could potentially complete all of the streets in the industrial park and more. Shari didn't see why not, as it was not Federal funds. I also followed up with Mary Rajek, Mo DED/ISG advisor, and she felt like there was no reason the GCS funds couldn't be used as match for the ISG. Due to timing of the GCS awards, we can't sit on the offer until we know if we are awarded the ISG in April, so Shari suggested that we go ahead and accept the GCS funding now. If we are successful with the ISG, we will ask to roll the GCS funding into the match, along with the Industrial Park land, using its appraised value as part of the matching funds. If we are not successful on the ISG, we likely would have to turn down the GCS funding due to the extreme cash match required. Shari was aware of that, and this is how she recommended us proceeding.

How would the ISG work if successful;

Shyrock & Moore is working on the appraisal of the 206 acres of industrial park land (30 day turn around). We estimate the value will come in between \$2.5 - \$3.5M + \$550K from GCS, we are developing a project list of work that would total at least \$8M (\$4M ISG + \$4M match from land & GCS) that we can select from. Potential tasks include the following;

1. McKeown Parkway extension from existing W. termination to Buchanan St., Fowler Rd. extension from W. termination to Buchanan St., Robertson Rd extension from N. termination North to proposed connection with McKeown Pkwy.

(est. 2022 cost for Eng. Permits, contingency, construction \$4,231,148)

2. Relocation of high voltage power lines from middle of park to perimeter

3. Improvement to on-site rail & spur

(Est. cost in 2017 was \$1.7M)

4. Street lighting

5. Extend or install conduit for communication line

6. Construction of final build out detention basin

7. Look at expanding and developing perimeter roads, at least to points of connection with internal streets.

Bartlett & West

Engineer's Opinion of Probable Construction Costs

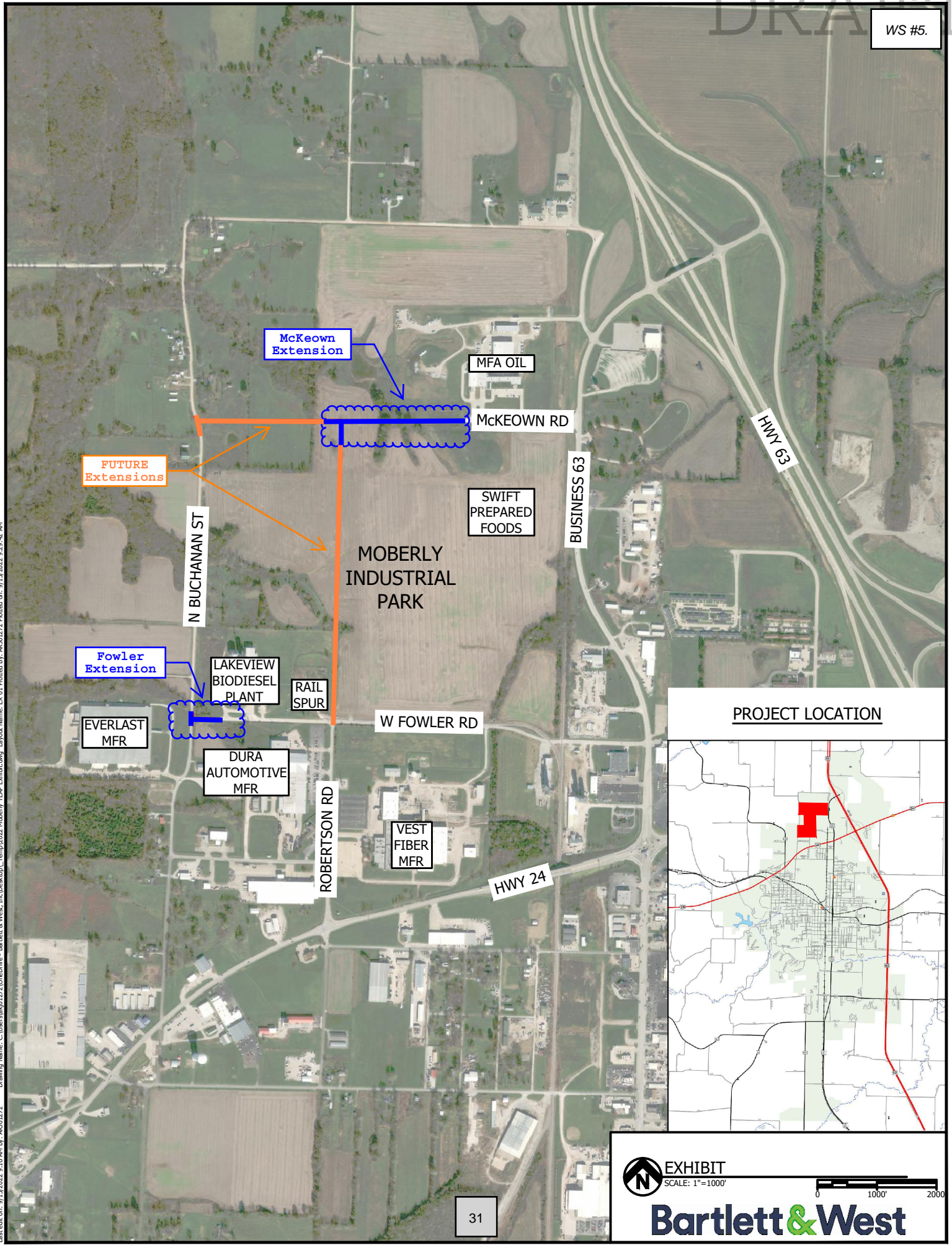
Moberly Industrial Park Roads Project

McKeown & Fowler Extensions
City of Moberly, Missouri

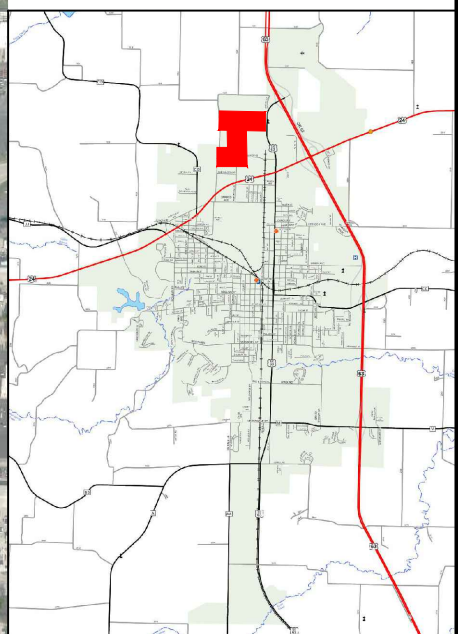
Date: September 29, 2022
Project No.: 19254.005

Item No.	Description	Quantity	Unit	Engineer's Estimate	
				Unit Price	Total Cost
KcKeown Road Extension					
201-30.00	Clearing and Grubbing	5	AC	2,500.00	\$12,500.00
202-20.10	Removal of Improvements	1	LS	5,000.00	\$5,000.00
203-99.01	Earthwork (assumes 5 CY/LF road)	6,750	CY	15.00	\$101,250.00
210-99.05	Geotextile Fabric for Stabilized Subgrade	1,400	SY	5.00	\$7,000.00
210-99.07	Shot Rock Subgrade Stabilization (18 in. Thick)	700	CY	50.00	\$35,000.00
304-05.04	Type 5 Aggregate for Base (6 in. Thick)	4,810	SY	10.00	\$48,100.00
611-30.20A	Furnishing Type 2 Rock Blanket (24 in. Thick) for 8'x4' RCB	190	CY	60.00	\$11,400.00
611-30.40A	Placing Type 2 Rock Blanket (24 in. Thick) for 8'x4' RCB	190	CY	30.00	\$5,700.00
608-99.01	Concrete Pavement, Non-Reinforced (10 in. Thick) (within 50 ft of Intersections)	470	SY	65.00	\$30,550.00
608-99.02	Concrete Pavement, Non-Reinforced (8 in. Thick) (Roadways)	4,340	SY	50.00	\$217,000.00
609-60.20	Furnishing Type 2 Rock Ditch Liner (6 in. Thick) (in ditches)	74	CY	50.00	\$3,700.00
609-60.42	Placing Type 2 Rock Ditch Liner (6 in. Thick) (in ditches)	74	CY	25.00	\$1,850.00
616-99.01	Traffic Control	1	LS	2,500.00	\$2,500.00
618-10.00	Mobilization	1	LS	39,000.00	\$39,000.00
627-40.00	Contractor Furnished Surveying and Staking	1	LS	5,000.00	\$5,000.00
703-40.41A	Class B-1 Concrete (Culvert) for 8'x4' RCB	64	CY	850.00	\$54,400.00
706-10.20A	Reinforcing Steel (Culvert) for 8'x4' RCB	14,400	LB	2.00	\$28,800.00
805-10.00A	Seeding and Mulch	4	AC	5,000.00	\$20,000.00
806-99.01	Erosion Control	1	LS	5,000.00	\$5,000.00
Fowler Road Extension					
201-30.00	Clearing and Grubbing	2	AC	2,500.00	\$5,000.00
202-20.10	Removal of Improvements	1	LS	7,500.00	\$7,500.00
203-99.01	Earthwork (assumes 5 CY/LF road)	2,000	CY	15.00	\$30,000.00
210-99.05	Geotextile Fabric for Stabilized Subgrade	1,056	SY	5.00	\$5,280.00
210-99.07	Shot Rock Subgrade Stabilization (18 in. Thick)	528	CY	50.00	\$26,400.00
304-05.04	Type 5 Aggregate for Base (6 in. Thick)	1,180	SY	10.00	\$11,800.00
608-99.01	Concrete Pavement, Non-Reinforced (10 in. Thick) (within 50 ft of Intersections)	550	SY	65.00	\$35,750.00
608-99.02	Concrete Pavement, Non-Reinforced (8 in. Thick) (Roadways)	630	SY	50.00	\$31,500.00
609-60.20	Furnishing Type 2 Rock Ditch Liner (6 in. Thick) (in ditches)	22	CY	50.00	\$1,100.00
609-60.42	Placing Type 2 Rock Ditch Liner (6 in. Thick) (in ditches)	22	CY	25.00	\$550.00
609-60.30	Furnishing Type 3 Rock Ditch Liner (12 in. Thick) (at pipes)	18	CY	50.00	\$900.00
609-60.43	Placing Type 3 Rock Ditch Liner (12 in. Thick) (at pipes)	18	CY	25.00	\$450.00
616-99.01	Traffic Control	1	LS	5,000.00	\$5,000.00
618-10.00	Mobilization	1	LS	13,000.00	\$13,000.00
627-40.00	Contractor Furnished Surveying and Staking	1	LS	5,000.00	\$5,000.00
726-10.48	48" Class III Reinforced Concrete Pipe Culvert	132	LF	145.00	\$19,140.00
805-10.00A	Seeding and Mulch	1	AC	5,000.00	\$5,000.00
806-99.01	Erosion Control	1	LS	5,000.00	\$5,000.00
	Contingency	20%			\$168,000
	Inflation	10%			\$101,000
Total Construction Cost					\$1,111,120.00
	Design Phase Engineering	15%			\$166,700
	Geotechnical Engineering Services	5%			\$55,600
	Construction Phase Engineering	10%			\$111,100
	Utility Impacts				\$1
	R/W Impacts				\$1
Total Project Cost					\$1,444,522.00

Drawing Name: C:\Users\j401272\OneDrive - Bartlett & West, Inc\Desktop\Temp\2022 Moberly T&E Exhibit.dwg Layout Name: EX 01 Plotted By: AK01272 Plotted on: 9/15/2022 5:25:42 AM
 Last self on: 9/15/2022 9:16 AM by: AK01272



PROJECT LOCATION



MoDOT Partnership Development Application Form**Governor's Transportation Cost Share Program*****SECTION A - Applicant Information***

App ID: 5543

Name of Applicant:

City of Moberly

Other Names Under Which Applicant Does Business:

n/a

Business Address:

101 West Reed Street, Moberly, MO 65270

Mailing Address (if different from above):**Contact Person Name:**

Brian Crane

Contact Person Title:

City Manager

Mailing Address for Contact Person (if different from above):**Telephone:**

(660) 269-8705

Fax:

n/a

E-Mail Address:

bcrane@cityofmoberly.com

Applicant Information:

Describe Applicant's organizational structure, history, ownership, and legal structure (e.g., individual, state governmental agency, local governmental agency, corporation, or partnership). Attach an annual financial report, if available.

The City of Moberly is a local governmental agency that was founded in 1866 and operates as a council-manager government.

SECTION B - Project Information

App ID: 5543

1. Project Name

Assign a short name to the project, for purposes of identification. Also include the MoDOT Job Number, if applicable.

Moberly Industrial Park Street Extension for New Manufacturing Capacity

2. Location

Describe the location of the project, including major intersecting highways and rail routes, cities, towns, metropolitan planning organizations or regional planning commissions. Attach a map as Exhibit I.

The project is off-system and located in Moberly, Missouri within or adjacent to the Moberly Industrial Park. It is generally located west of Business 63, north of Fowler Road, and east of Buchanan Street. The project includes extensions of McKeown, Fowler, and Robertson Roads

3. Description

Describe the purpose and need for the project, its basic design features and what it will accomplish. Include an assessment of the current condition of all transportation facilities relating to the project.

When the application is submitted, a Conceptual Plan is required. This includes the project's purpose and need stating what conditions will be addressed with the project solution or concept. Article 128 of MoDOT's Engineering Policy Guide (EPG) addresses Conceptual Studies for most projects.

If there is a possibility of a significant environmental impact with the project, then an Environmental Assessment (EA) or Environmental Impact Statement (EIS) is required. Article 126 of the EPG defines the requirement of these documents. If the project is within a 4 mile radius of an airport, indicate the name of the airport and name of the city.

These sections from the EPG can be downloaded from the following website: http://epg.modot.org/index.php?title=Main_Page.

Attach as Exhibit II the Conceptual Plan and EA or EIS, as applicable.

4. Significance and Need

Describe the extent to which the project is regionally significant. Describe the project's transportation need (including impacts to the state highway system) and public benefits. Describe if the project is identified by local or state officials in a recognized plan, such as Missouri's High Priority Unfunded Needs list, an MPO's Long Range Transportation Plan, an RPC's regional priority list, or a city's capital plan and provide necessary supporting documentation. Describe how the project will provide needed safety improvements. Provide crash history data for the project's location. Describe the project's ability to generate economic benefits, support commerce and create new jobs. Supporting documentation may be attached as Exhibit III.

Projects expanding the state highway system or increasing state maintenance costs must seek pre-approval by MoDOT's Chief Engineer prior to submittal of application.

Is the project included in a priority/needs list?

- ☐ Missouri's High Priority Unfunded Needs list
- ☐ MPO Long Range Transportation Plan
- ☐ RPC priority list
- ☐ City's capitol plan
- ☒ Other, please explain:

Additional Detail:

The project is part of the city's long range plan to develop the industrial park. The roadways have been platted by the city.

Does the project meet a safety need?

- ☐ More than 5 severe crashes in past 5 years
- ☐ 3-5 severe crashes in past 5 years
- ☐ Less than 3 severe crashes in past 5 years
- ☐ No severe crashes in past 5 years

Additional Detail:

5. Private Participation

Describe the extent to which the project fosters innovative public-private partnerships, if any, and attracts debt and/or equity investment from private capital. Identify private partners and provide evidence of commitments, joint venture agreements, lease or other supporting documents for the public-private partnerships as Exhibit IV. Also, describe the extent to which the project's debt repayment depends on user charges.

6. Timeline

Provide specific timeframes for project milestones, including a project schedule from beginning to completion. Show all major aspects of the project including preliminary engineering, right of way acquisition, utilities and construction. The project schedule should include necessary right of way, railroad, and environmental/historic preservation impacts. Supporting documentation may be attached as Exhibit V.

Project Information

Who is designing the project?	City of Moberly with the assistance of their consulting engineer
Who is letting the project?	City of Moberly with the assistance of their consulting engineer
What is the estimated letting date?	May of 2023
Current Average Daily Traffic (ADT)	n/a
Future ADT and Year	n/a
Length of project	
Is ROW acquisition required? If yes, who will be acquiring the ROW?	ROW Acquisition is not required.
Extent of preliminary work completed	The roadways have been platted by the city, and are ready for construction of the pavement.

SECTION C - Finance Plan

App ID: 5543

1. Estimated Project Cost

- A. Define what activities are included in the total project costs (e.g., preliminary engineering, environmental assessment, right of way (ROW) acquisition, ROW acquisition incidentals, utilities, construction contract and/or construction

engineering) and describe any costs or activities that may not be eligible.

Total project costs include preliminary engineering, construction contract, and construction engineering.

- B. For all eligible costs, provide a breakdown for the following items in the Project Estimates and Funding chart, if applicable: feasibility studies, preliminary engineering, environmental assessment, right of way (ROW) acquisition, ROW acquisition incidentals, utilities, construction contract, and construction engineering. Include other cost categories as necessary. All cost estimates should be expressed on a cash (fiscal year-of-expenditure July to June) basis and should include a narrative describing assumptions used to arrive at such estimates. All future costs should be adjusted for inflation to year-of-expenditure.

Cost estimates were prepared using the best available construction costs. As shown on the attached estimate there is a 20% Contingency and 10% Inflation factor included.

- C. For all eligible costs provided in B., include who will be providing and funding each item on the Project Estimate and Funding Chart. Funding sources may include federal funds, state grants, local grants, private investment (equity or debt), market value of right of way donations, bond proceeds (general obligation, revenue and others), other borrowing (specify), investment income, revenues, federal credit assistance proceeds or any other contributions. Federal funds (including earmarks) provided by the applicant as part of their portion of the project costs must, if applicable, also provide the cash for matching the federal funds. Applicant's funds are deposited with MoDOT as specified in the project agreement. For each funding source, describe the status (e.g., requested, committed or received).

Preliminary and construction engineering will be paid through the city's transportation trust fund.

Project Estimates and Funding Chart				
	Current Estimate	Services Provided By	Funded By	Funding Source
Feasibility Studies	n/a	n/a	n/a	n/a
Preliminary Engineering	\$222,300	City Consultant	Grant	City
Environmental Assessment	completed	completed	n/a	n/a
ROW Acquisition	completed	completed	n/a	n/a
ROW Acquisition Incidentals	completed	completed	n/a	n/a
Utilities	n/a	n/a	Grant	
Construction Contract	\$1,111,120	Contractor	Governor's Cost Share Grant / DED Set-Aside Funds	Governor's Cost Share Grant / DED Set-Aside Funds
Construction Engineering	\$111,102	City Consultant	Grant	City

Total	\$1,444,522
-------	-------------

Is the project requesting Set-Aside Funds (if yes, please include letter of support from the Department of Economic Development)?

- ☒ Yes
☐ No

Summary of Financial Responsibilities

MoDOT District Funds	\$0
Cost Share Funds	\$888,896.00
Local entity	\$333,402
Other	\$222,224.00 - DED Set Aside Funds
Total	\$1,444,522.00
Requesting MTFC loan?	No
If local entity's match includes STP or CMAQ funds, what year are these funds available?	n/a

The Governor's Transportation Cost Share Program can fund up to fifty percent (50%) of construction contract costs or up to one-hundred percent (100%) for projects that demonstrate economic development through job creation.

Applicants are responsible for any cost overruns.

Section D - Economic Impact

App ID: 5543

1. Summary of Impact to Existing or Future Businesses

Business Address:

McKeown Parkway

Contact Person Name/Title:

Brian Crane

Location of Project Site (If different than primary business address):

2. Overview of Historical and Current Operations

What type of "Eligible Industry" is the Applicant? (Check all that apply.)

- ☒ Manufacturing
- ☒ Processing
- ☒ Assembling
- ☐ Research and Development
- ☐ Services in Interstate Commerce
- ☐ Office Industry
- ☒ Agricultural Processing
- ☐ Leisure, Recreation or Entertainment">
- ☐ Other (Describe in Add'l Detail)

Additional Detail:

3. Project Description Narrative and Justification of Need (include both the direct impact as well as indirect impacts and potential opportunities, i.e. how does this transportation project position the community to succeed where it may have previously been unable to compete).

Type of Project: (Check all that apply.)

- ☐ Construction of New Infrastructure
- ☐ Acquisition of Real Estate
- ☒ Construction of New Facilities
- ☐ Acquisition of Existing Facilities
- ☒ Additions or Improvements to Existing Facilities
- ☒ Acquisition of Equipment

Additional Detail:

4. Project Schedule

Activity Dates (mm/dd/yyyy)

Estimated Date of location/relocation/expansion:	01/01/2023
Estimated date of start of new Construction/improvements to existing building:	07/01/2023
Estimated date of commencement of operations (project completion):	12/31/2023
Estimated date of hiring of first new jobs:	10/01/2023
Estimated date of purchase/lease of new machinery/equipment (if applicable):	01/01/2023

5. Project Budget with Identified Sources and Uses

New Capital Investment

	COMMITTED	UNCOMMITTED
Land purchase:	0	0
Building purchase:	0	0
New building construction:	0	1000000
Existing building improvements:	0	5000000
Building - annual lease (must be new/renewal):	0	0
New leasehold improvements:	0	0
New manufacturing machinery/equipment purchase:	0	130000000
New non-manufacturing machinery/equipment purchase:	0	0
New machinery/equipment annual lease:	0	0
Other Investment:	0	0

TOTAL: 0 136000000

6. Effect of the Project on Employment

Fill out one row for each NAICS code and type of job. You may add rows as necessary and remove or leave blank the ones that do not apply. Please refer to the instructions above for definitions of **committed** and **uncommitted**.

NAICS Code (6 digit)	Type of Job	# of Jobs	Avg Starting Annual Wage (including Overtime, Commission and Bonuses)	Job Start Year
	Committed ▼			
	Committed ▼			
	Committed ▼			
	Committed ▼			
	Committed ▼			
	Committed ▼			
	Committed ▼			
311612	Committed ▼	40		2023

7. Effect of the Project on Tourism

Describe the activities or events occurring at the facility(ies):

n/a

Describe how the project will increase events at, or visitors to, the facility(ies):

n/a

Events (for projects that mainly support entertainment facilities that mainly host or facilitate events, such as a stadium)

n/a	Annual Estimate
Average number of events held per year prior to project:	
Projected number of events held after the project:	
Average number of annual attendees prior to project:	
Projected number of annual attendees after the project:	
Average length of stay for out of state attendees (in days):	
Average cost of an event ticket (cost for one ticket for one event):	
% of attendees that are from outside of Missouri, if known:	

Tourist Facilities (for projects that mainly support entertainment facilities that do not mainly host events, such as a zoo)

n/a	Annual Estimate
Average number of annual attendees prior to project:	
Projected number of annual attendees after the project:	
Cost of ticket/attendance (price of admission for a single person for one day):	
% of attendees that are from outside of Missouri, if known:	

Additional Events Hosted (fill out only if applicable)

Average number of events prior to project:	
Projected number of events after the project:	
Average cost of ticket/attendance (price of admission for a single person):	
% of attendees that are from outside of Missouri, if known:	

Other Information

List other additional resources and funding sources or local forms of support and incentives in place to assist the project.

n/a

SECTION E - Applicant Certification

App ID: 5543

The appropriate District Office may assist in completing Section D

- 1. Federal Requirements.** This project complies with, and/or will comply with, the requirements of (check all that apply):

- ☒ Title 23 of the U.S. Code
☒ Chapter 53 of Title 49 of the U.S. Code
☒ Section 5333(a) of Title 49 of the U.S. Code

- 2. National Environmental Policy Act.** The project complies with, and/or will comply with, all provisions of the National Environmental Policy Act of 1969 (42 W.S.C. 4321 et seq.).

Yes ☒ No ☐

If no, please explain below.

The project (check all that apply):

- Yes ☐ No ☐ Received a Categorical Exclusion.
 Yes ☐ No ☐ Received a Finding of No Significant Impact (FONSI)
 Yes ☐ No ☐ Circulated a Draft Environmental Impact Statement.
 Yes ☐ No ☐ Circulated a Final Environmental Impact Statement.
 Yes ☐ No ☐ Received its Record of Decision. (If no, provide on an attached sheet the estimated date for receipt of the Record of Decision.)

- 3. Uniform Relocation.** This project complies with, and/or will comply with, all provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1070 (42 U.S.C. 4601 et seq.)

Yes ☒ No ☐

If no, please explain below.

- 4. Civil Rights.** This project complies with, and/or will comply with, all provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.).

Yes ☒ No ☐

If no, please explain below.

- 5. Buy America.** This project complies with, and/or will comply with, all provisions of Title 23 of the U.S. Code, Section 313, Buy America.

Yes ☒ No ☐

If no, please explain below.

- 6. Manual of Uniform Traffic Control.** This project complies with, and/or will comply with, all provisions of 23 Code of Federal Regulations, Part 655, Subpart F, Manual of Uniform Traffic Control.

Yes ☒ No ☐

If no, please explain below.

- 7. Other Requirements as Applicable.** This project complies with, and/or will comply with, all other applicable provisions of

federal law.

Yes ☒ No ☐

If no, please explain below.

- 8. Lobbying.** Section 1352 of Title 31, United States Code, provides that none of the funds appropriated by any Act of Congress may be expended by a recipient of a contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, or an employee of a Member of Congress in connection with the award or making of a federal contract, grant, loan, or cooperative agreement or the modification thereof. MoDOT interprets this provision to include the use of appropriated funds to influence or attempt to influence the funding of a transportation project supported or partially supported by federal funds.

SECTION F - Submission Acknowledgment

App ID: 5543

As the Applicant or as an authorized representative of the Applicant, I hereby submit this MoDOT Partnership Development Application and represent that the statements contained herein are true and correct to the best of my knowledge. We believe that the assumptions underlying the Financial Plan are reasonable and appropriate. Further, we have made available all significant information that we believe is relevant to the Financial Plan and, to the best of our knowledge and belief, the documents and records supporting the assumptions are appropriate. I also understand that the acceptance and consideration of this application does not constitute approval by the Missouri Highways and Transportation Commission.

Project Name: Moberly Industrial Park Street Extension for New Manufacturing Capacity

* A copy of the signature page is required for the completion of this application. Please print it, sign it and attach below. A signature must be provided by each party of the application.

<p>Signature</p> <p>City Manager</p> <p>Title</p>	<p>Brian Crane</p> <p>Typed or Printed Name</p> <p>9/30/2022</p> <p>Date</p>
---	--

**Application requires a letter of support from the MoDOT District Engineer and the Metropolitan Planning Organization or Regional Planning Commission.*

Submit application by clicking on "Submit to the Partnership Group" button below or to: Financial Services Division, Missouri Department of Transportation, P.O. Box 270, Jefferson City, MO 65102 (Phone 573-526-8106)