

**NOTICE OF OPEN MEETING & VOTE TO
CLOSE PART OF THE MEETING
A G E N D A
COUNCIL MEETING
City of Moberly
City Council Room – Moberly City Hall
101 West Reed Street
July 01, 2019
6:00 PM**

Posted:

Pledge of Allegiance

Roll Call

Approval of Agenda

Recognition of Visitors

Communications, Requests, Informational Items & Consent Calendar

Public Hearing and Receipt of Bids

Ordinances & Resolutions

- 1.** An Ordinance Authorizing The City Manager To Execute A Cooperative Purchase And Development Agreement With Parker Mitchell Homes, LLC.
- 2.** An Ordinance Authorizing The City Manager To Execute A Project Administration Contract With Mark Twain Regional Council Of Governments For The City Of Moberly's CDBG Project Number 2017-PF-19.
- 3.** A Resolution Approving Grant Funding To Area Civic And Charitable Organizations And Authorizing The City Manager To Execute Annual Service Agreements With Area Civic And Charitable Organizations
- 4.** A Resolution appropriating money out of the Treasury of the City of Moberly, Missouri.

Official Reports

Anything Else to Come Before the Council

- 5.** Consideration of a Motion to adjourn to a Work Session followed by a Closed Session to discuss the status pending legal. (Closed Statues 610.021) (1)

Adjournment

The public is invited to attend the Council meeting. Representatives of the news media may obtain copies of this notice by contacting the City Clerk. If a special accommodation is needed as addressed by the Americans with Disabilities Act, please contact the City Clerk twenty-four (24) hours in advance of the meeting.

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Comm. Dev.
 Date: July 1, 2019

Agenda Item: An Ordinance Authorizing The City Manager To Execute A Cooperative Purchase And Development Agreement With Parker Mitchell Homes, LLC.

Summary: The Developer wishes to purchase and redevelop City 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 (506 Allen St.).

Recommended

Action: Approve this ordinance.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATIVE PURCHASE AND DEVELOPMENT AGREEMENT WITH PARKER MITCHELL HOMES, LLC.

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

SECTION ONE: Parker Mitchell Homes, LLC., (hereinafter “Parker”) desires to build a house at 506 Allen Street on property owned by the City of Moberly, Missouri.

SECTION TWO: The property located at 506 Allen Street is legally described as: All of Lot four (4) and the west twenty (20) feet of Lot five (5) of Block four (4) of Coates & Chandler’s 2nd Addition to the City of Moberly, Missouri.

SECTION THREE: Attached hereto and incorporated herein is a Cooperative Purchase and Development Agreement whereby Parker will purchase an option to purchase the above described real estate for \$1,000.00 which option may be exercised by Parker submitting building plans for a house located on the real estate. The purchase price for the real estate is \$1.00 and the house must be completed within 24 months of the closing of the sale.

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 1st day of July, 2019.

ATTEST:

Presiding Officer at Meeting

COOPERATIVE PURCHASE AND DEVELOPMENT AGREEMENT

THIS COOPERATIVE PURCHASE AND DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of this _____ day of _____, 2019 (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 Parker Mitchell Homes, LLC. A Missouri Limited Liability Company located at 223 S. Broadway, Salisbury, Missouri 65281 (the "Developer").

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 expend the Developer's funds to construct building(s) on the Property, all in accordance with the terms of this Agreement and building plans submitted to the City.

AGREEMENT

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

ARTICLE I. 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 described herein for a period of One Year from the Effective Date for the non-refundable sum of One Thousand Dollars (\$1,000.00) payable upon execution of this Agreement.

Section 1.2. The Property. The Property shall mean the generally vacant and unimproved lot numbered as 506 Allen Street, Moberly, Missouri and further depicted and legally described in **Exhibit A**, attached to and incorporated by reference in this Agreement.

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 one year 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 One Dollar (\$1.00) and other good and valuable consideration as stated herein.

Section 2.2. Deed. The conveyance of title shall be by Quit-Claim deed in which the City shall convey to Developer all the right, title and interest held by the City in the Property and not by Warranty Deed.

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 Quit-Claim Deed.

(b) Each Party shall execute, acknowledge, and deliver, after the closing, such further assurances, instruments and documents as the other may reasonable request in order to fulfill the intent of the Purchase 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 IMPLEMENTATION OF THE PROJECT

Section 3.1. Time for Completion; Delays; Notification Required; Developer's Control Over Construction. Promptly following the closing, the Developer at the Developer's sole cost and expense shall make all commercially reasonable efforts to obtain all applicable permits and approvals under the Building Regulations and shall commence and diligently pursue the construction of the Building(s) on the Property to completion. Developer shall receive a credit against the \$1,000.00 Option Price for building permit, water/sewer tap and other City related fees associated with the development. The Developer shall substantially complete construction of the Building(s) on the Property and obtain a Certificate of Occupancy(s) for the Property and the Building(s) not later than Twenty-Four (24) months from the Effective Date, all subject to Force Majeure as follows: the times within which the construction of the Building(s) is to commence and be completed as set forth in this section shall be automatically extended appropriately as a result of any event of actions or inactions not within the reasonable control of the Developer, including, without limitation, construction delays due to sustained inclement weather conditions, delays caused by competent legal authority, strikes, lockouts, labor disputes, riots, fire or other casualties, tornados, acts of God, acts of the public enemy, accidents, governmental restrictions, unanticipated or unusual site conditions, priorities regarding acquisition of or use of materials, litigation challenging any of the rights of the Developer under this Agreement, or delays caused by local, state, or federal governments.

(a) The time within which the construction of the Building on the Property is to commence and be completed as set forth herein shall be automatically extended appropriately as a result of any event of Force Majeure provided the Developer shall promptly notify the City in writing stating the nature of the delay which, in the reasonable opinion of the Developer, justifies the extension.

Section 3.2. Developer to Adhere to All Applicable Regulations. To the full extent that any applicable regulation applies to any aspect of construction of the Building(s) and the development and improvement of the Property or any portion thereof, the Developer, for himself and for any contractor or sub-contractor as agent of the Developer, covenants and agrees to take or cause to be taken all such actions as are necessary to fully comply with such applicable regulation, and the Property and the Building(s) shall be subject to all lawful regulatory inspections and to periodic inspections by the City at reasonable times with prior notice to the Developer to determine compliance with the terms and conditions of this Agreement.

Section 3.3. Covenants for Building and Site Maintenance; Survival. During construction of the Building(s):

(a) The Developer shall maintain or cause to be maintained the Building(s) and all portions of the Property at all times in an orderly and workmanlike manner and shall promptly haul away and lawfully dispose of any trash, debris and accumulated materials not to be used within a reasonable time in the construction.

(b) The Developer for himself and for any agent, heir and personal representative, hereby covenants and warrants to the City that Developer, at its sole cost and expense, shall maintain or cause

to be maintained the exterior of the Building and all exterior areas of the Property at all times in an orderly fashion and good state of maintenance.

(c) The agreements, covenants and warranties set forth in this section shall survive termination of this Agreement for any reason.

Section 3.4. Breach and Compliance; Right to Cure; Remedies Not Exclusive. In the event of substantial non-compliance with any of the terms of this Article III, written notice of same may be delivered to the Developer by the City, and, if the Developer shall not have corrected such substantial non-compliance within Forty-five (45) days after receipt of such notice the City may institute such proceedings as may be necessary or desirable in the City's sole opinion to cure and remedy such default including, without limitation, the remedy of specific performance. None of the foregoing remedies shall be exclusive or any other remedy otherwise available to the City at law or in equity and any and all such remedies may be exercised by the City individually, sequentially, collectively, or in the alternative, all at the City's sole discretion.

ARTICLE IV MISCELLANEOUS PROVISIONS

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

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

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

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

Developer: Adair Hathaway

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

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

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

Section 4.7. 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: _____
Curt Ramsey, Managing Member of Parker Mitchell Homes, LLC

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Public Works
 Date: July 1, 2019

Agenda Item: An Ordinance Authorizing The City Manager To Execute A Project Administration Contract With Mark Twain Regional Council Of Governments For The City Of Moberly's CDBG Project Number 2017-PF-19.

Summary: This is for the project administration contract with Mark Twain Regional Council of Governments on the CDBG Moberly Street project. Attached is a copy of the contract.

Recommended Action: Approve this ordinance.

Fund Name: CDBG Infrastructure Improvements

Account Number: 600.178.5408

Available Budget \$: \$16,500.00

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

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROJECT ADMINISTRATION CONTRACT WITH MARK TWAIN REGIONAL COUNCIL OF GOVERNMENTS FOR THE CITY OF MOBERLY'S CDBG PROJECT NUMBER 2017-PF-19.

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

SECTION ONE: The City of Moberly previously approved a street improvement project which included funding from a CDBG grant under Project Number 2017-PF-19.

SECTION TWO: At the time the grant was approved no provision was made for administration of the project.

SECTION THREE: Attached hereto and incorporated herein is a Community Development Block Grant Administrative Contract whereby Mark Twain Regional Council of Governments will perform professional administrative services on Project Number 2017-PF=19 for an amount not to exceed \$20,400 which contract is hereby approved and the city manager is hereby authorized to execute the contract on behalf of the city.

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 1st day of July, 2019.

ATTEST:

Presiding Officer at Meeting



mark twain regional
council of governments

Audrain

Macon

Marion

Monroe

Pike

Ralls

Randolph

Shelby

June 4, 2019

Dear Tom Sanders,

When reviewing the project file for the CDBG Moberly Street project it came to my attention that project administration contract was never drafted for this project. I apologize for this oversight. I have included our standard administration contract for the City's review. Please sign both copies and retain one for your records and return the other to my office.

Please let me know if you have any questions!

Sincerely,

Samantha Diffenderfer
Community Planner

Enclosures

(573) 565-2203

Fax (573) 565-2205

4211 Delaware Lane
Perry, MO 63462

**Community Development Block Grant
Administrative Contract**

**City of Moberly
and
Mark Twain Regional Council of Governments**

This agreement made as of _____, 2019 between the City of Moberly (**City**) and the Mark Twain Regional Council of Governments (**COG**). The **City** intends to perform a community development project, and the **City** and **COG** in consideration of their mutual covenants herein agree in respect of the performance of professional administrative services by the **COG** and the payment for those services as set forth below. The **COG** shall provide professional administrative services for owner in all phases of the project to which this agreement applies, serve as the **City's** representative for the project as set forth below, and shall provide professional consultation of services hereunder.

Section 1 - Basic Services for COG

The **COG** shall perform professional administrative services as hereinafter stated which include the administration of the **City of Moberly's** Community Development Block Grant Project Number 2017-PF-19. The specific services of the **COG** are indicated in Exhibit A, Scope of Services.

Section 2 City's Responsibilities

The **City** shall:

- 2.1 Provide all criteria and full information as to the **City's** requirements for the project and furnish copies of all documents related to the project.
- 2.2 Assist **COG** by placing at their disposal all available information pertinent to the project including previous reports and any other data relative to the project.
- 2.3 Give prompt written notice to **COG** whenever **City** observes or otherwise becomes aware of any development that affects the scope of timing of the **COG's** services.
- 2.4 Bear all costs incidental to compliance with the requirements of Section 2.

Section 3 - Period of Service

- 3.1 The provisions of Section 3 and the rates of compensation for the **COG's** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion.
- 3.2 The **COG** agrees to complete the project by the ending date identified in the **City's** Grant Agreement with the Missouri Department of Economic Development for the Community Development Block Grant program from which part of the project has been financed.
- 3.3 If the **City** has requested significant modifications or changes in the extent of the project, the time of performance of the **COG's** services and their rates of compensation shall be adjusted appropriately.

Section 4 - Payments to the COG

- 4.1 The maximum amount the owner shall pay the **COG** for performance of this Agreement shall not exceed \$20,400.

- 4.2 Invoices will be submitted to the **City** for approval and only for work completed by the COG. Payments will be requested by the **COG** as follows: 25% after Release of Grant Conditions; up to 50% upon award of bid; up to 75% upon 50% of completion; up to 90% prior to submission of final paperwork; and 100% upon project close-out (excluding audit).

Section 5 - General Conditions

- 5.1 The obligation to provide further services under this Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 5.2 The **COG** shall comply with all applicable rules, regulations, laws and requirements in relation to the Community Development Block Grant program as distributed by the Missouri Department of Economic Development.
- 5.3 The **City** and the **COG** each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations to this Agreement.
- 5.4 Neither **City** nor **COG** shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may come due or monies that are due) this Agreement without the written consent of the other, except as stated in paragraph 5.3 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to or assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the **COG** from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist them in the performance of the service hereunder.

Section 6: Special Provisions and Exhibits

- 6.1 The following exhibits are attached to and made a part of this Agreement.
- 6.1.1 Exhibit A Scope of Services consisting of A-1 pages
- 6.1.2 Part II - Terms and Conditions, consisting of 6 pages
- 6.2 This Agreement (consisting of 2 pages, inclusive), together with the exhibits identified above, constitute the entire Agreement between the **City and COG** and supersede all prior written or oral understandings. This Agreement and said exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

In witness whereof, the parties hereto have made and executed this Agreement as of the day and year first written above.

Jerry Jeffreys
Mayor

Cindy Hultz
Director

Exhibit A Scope of Services

The **COG** shall complete in a professional and timely manner, the following services relative to the **City of Moberly's** Community Development Block Grant. Such actions shall be performed in a manner prescribed by the Missouri Department of Economic Development.

Financial Management

File maintenance, cost documentation, Request for Funds (RFF) preparation, establishing check accounts

Environmental Review

Environmental Assessment, Historic Preservation and other State and Federal clearances, environmental publications and applicable forms

Labor Standards Compliance

Review of certified payrolls, request wage rates for contracts, employee interviews

Civil Rights Compliance

Fair Housing activities, Analysis of Impediments to Fair Housing, ADA Self-Evaluation, review civil rights compliance in contracts

Public Participation Requirements

Publish notices and attend required public hearings

Procurement

Assist in preparing contract documents, review contracts for required State/Federal documents, attend bid opening, determine eligibility of potential contractor, attend pre-construction conference

Miscellaneous

Complete close-out documents and required performance reports
Administration of relocation procedures and acquisition/easement requirements pursuant to the Uniform Act
Attend monitoring visits conducted by MO Department of Economic Development
Assist in resolution of any monitoring findings

Additional Terms and Conditions

1. Termination of Contract for Cause. If, through any cause, the **COG** shall fail to fulfill in a timely and proper manner their obligations under this Contract, or if the **COG** shall violate any of the covenants, agreements, or stipulations of this Contract, the **City** shall thereupon have the right to terminate this Contract by giving written notice to the **COG** of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, supplies, surveys, drawings, maps, models, photographs, and reports prepared by the **COG** under this Contract shall, at the option of the **City**, become its property and the **COG** shall be entitled to receive just and equitable compensation for any work satisfactorily completed thereunder.

Notwithstanding the above, the **COG** shall not be relieved of liability to the **City** for damages sustained by the **City** by virtue of any breach of Contract by the **COG**, and the **City** may withhold any payments to the **COG** for the purpose of set-off until such time as the exact amount of damages due the **City** from the **COG** is determined.

2. Termination for Convenience by the City. The **City** may terminate this Contract at any time by giving at least ten (10) days notice in writing to the **COG**. If the Contract is terminated by the **City** as provided herein, the **COG** will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the **COG**, Paragraph 1 hereof to termination shall apply.
3. Changes. The **City** may, from time to time, request changes in the scope of the services of the **COG** to be performed hereunder. Such changes, including any increase or decrease in the amount of the **COG's** compensation, which are mutually agreed upon by and between the **City** and the **COG**, shall be incorporated in written amendments to this Contract.
4. Personnel.
 - (a) The **COG** represents that they have, or will secure at their own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship to the **City**.
 - (b) All of the services required hereunder will be performed by the **COG** or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
 - (c) None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the **City**. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability. The **COG** shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or invitation), without prior written consent of the **City** thereto: Provided, however, that the claims for money by the **COG** from the **City** under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the **City**.
6. Reports and Information. The **COG**, at such times and in such forms as the **City** may require, shall furnish the **City** such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligation incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. Records an Audits. The **COG** shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the **City** to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the **City** or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the **City**.
8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the **COG** under this Contract are confidential and the **COG** agrees that they shall not be made available to any individual or organization without the prior written approval of the **City**.
9. Copyright. No reports, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the **COG**.
10. Compliance with Local Laws. The **COG** shall comply with all applicable laws, ordinances and codes of the State and local governments, and the **COG** shall save the **City** harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. Equal Employment Opportunity. During the performance of this Contract, the **COG** agrees as follows:
 - (a) The **COG** will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion or sex. The **COG** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion or sex. Such action shall include, but not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment of advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The **COG** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the **City** setting for the provisions of this non-discrimination clause.

- (b) The **COG** will, in all solicitation or advertisements for employees placed by or on behalf of the **COG**, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion or sex.
- (c) The **COG** will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- (d) The **COG** will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor.
- (e) The **COG** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the **City** and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (f) In the event the **COG's** noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the **COG** may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The **COG** will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The **COG** will take such action with respect to any subcontract or purchase order as the **City** may direct as a means of enforcing such provision including sanctions for noncompliance: Provided, however, that in the event the **COG** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the **City**, the **COG** may request the United States Government to enter into such litigation to protect the interests of the United States.

12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

13. Section 190(a) of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity.

14. Section 3 Compliance in the Provision of Training, Employment, and Business Opportunities.

- (a) The work to be performed under this Contract is on a project assisted under a program providing direct Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- (b) The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- (c) The **COG** will send to each labor organization or representative of workers, if applicable, with which they have a collective bargaining agreement or other contract or understanding, if any, a notice advising the labor organization or workers representative of their commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (d) The **COG** will include this Section 3 clause in every subcontract for work, if applicable, in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The **COG** will not subcontract with any subcontract where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- (e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

15. Section 503 of the Rehabilitation Act of 1973. As amended, provides for non-discrimination in contractor employment. All recipients of Federal funds must certify to following through all contracts issued.

Affirmative Action for Handicapped Workers

- (a) The **COG** will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The **COG** agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
- (b) The **COG** agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (c) In the event of the **COG's** non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (d) The **COG** agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the **COG's** officers. Such notices shall state the **COG's** obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, the rights of the applicants and employees.
- (e) The **COG** will notify each labor union or representative of workers, if applicable, with which it has a collective bargaining agreement or other contract understanding, that the **COG** is bound by terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment of physically and mentally handicapped individuals.

- (f) The **COG** will include the provisions of this clause in every subcontract, if applicable, or purchase order of \$2,500 or more unless exempt by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The **COG** will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
16. Section 504 of the Rehabilitation Act of 1973, as amended, provides for non-discrimination of an otherwise qualified individual solely on the basis of his/her handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.
17. Age Discrimination Act of 1975. No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.
18. Interest of Members of the City. No member of the governing body of the **City** and no other officer, employee, or agent of the **City** who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the **COG** shall take appropriate steps to assure compliance.
19. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the **COG** shall take appropriate actions to assure compliance.
20. Interest of COG and Employees. The **COG** covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The **COG** further covenants that in the performance of this Contract, no person having any such interest shall be employed.

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: City Manager
 Date: 7-1-2019

Agenda Item: A Resolution Approving Grant Funding To Area Civic And Charitable Organizations And Authorizing The City Manager To Execute Annual Service Agreements With Area Civic And Charitable Organizations

Summary: These are annual contracts that are done each year. Staff is recommending bring these agreements for the amount shown above to the next council meeting for final approval.

Moberly Area Council on the Arts	\$1,000
Moberly Area Chamber of Commerce	\$21,000
Senior Multipurpose Center	\$6,000
NOMO Foundation	\$1,000
Moberly Community Betterment	\$1,500

The agreement with Moberly Area Chamber of Commerce was increased to \$21,000 and NOMO Foundation was decreased to \$1,000. Currently, we are not renewing the Main Street Moberly agreement until they present a new contract to the City. At the next meeting we will have the Senior Multipurpose Center Agreement.

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION APPROVING GRANT FUNDING TO AREA CIVIC AND CHARITABLE ORGANIZATIONS AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANNUAL SERVICE AGREEMENTS WITH AREA CIVIC AND CHARITABLE ORGANIZATIONS.

WHEREAS, the city has received funding requests from various local civic and charitable organizations which provide valuable services to the city and its residents; and

WHEREAS, the City Council hereby authorizes funding of the following organizations in the amounts stated:

Moberly Area Council of the Arts	\$1,000.00
Moberly Area Chamber of Commerce	\$21,000.00
Senior Multipurpose Center	\$6,000.00
NOMO Foundation	\$1,000.00
Moberly Community Betterment	\$1,500.00; and

WHEREAS, annual service agreements with each named organization are to be executed prior to the transfer of any approved funding.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves funding of the named civic and charitable organizations in the amounts listed and further authorizes the City Manager to execute an annual service agreement with each organization prior to the transfer of any approved funding.

RESOLVED this 1st day of July, 2019, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

**PUBLIC SERVICE AGREEMENT
BY AND BETWEEN
MOBERLY COMMUNITY BETTERMENT AND THE CITY OF MOBERLY, MISSOURI**

This Agreement, made and entered into this ___ day of June 2019, is by and between Moberly Community Betterment (hereinafter referred to as the “Contractor”) and the City of Moberly, Missouri, (hereinafter referred to as the “City”).

WITNESSETH:

WHEREAS, Moberly Community Betterment helps Missouri communities enhance their life through overall community development, planning and implementation.

WHEREAS, the City is a major investor in the program due to its interest in community development and planning: and

WHEREAS, Moberly Community Betterment programs traditionally require public subsidy, and

WHEREAS, the City and Moberly Community Betterment have agreed that the City’s contribution shall be \$1,500.00 per fiscal year.

NOW THEREFORE, in consideration of mutual undertakings and mutual benefits from Moberly Community Betterment set forth, the Contractor and City agree as follows:

I. SCOPE OF SERVICES

The Contractor will provide the following services and improvements:

- A. Organizations-continue to facilitate promote and showcase meaningful community efforts for the community.
- B. Encouraging and participating in projects and events that improve the attractiveness of the area and which seek to enhance the quality of life for its citizens.
- C. Recruiting membership and soliciting volunteers who will seek creative partnerships and collaborations among civic, educational, religious, government as well as other entities in order to be successful.
- D. Initiating projects, when necessary, to meet the community’s vision and goals.

II. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be for one year with the City’s option to renew annually for an additional term. Exercise of the option to renew for an additional term shall be subject to the annual review of performance pursuant to the scope of services by the City Manager.

III. COMPENSATION AND METHOD OF PAYMENT

The City hereby agrees to compensate the Contractor for the services in Section I of this Agreement in the amount of \$1,500.00 annually. All compensation for Contractor services is subject to annual review and appropriation by the City Council.

IV. AUDIT, INSPECTION OF RECORDS, AND ANNUAL REVIEW

The Contractor shall permit an authorized representative of the City to inspect and audit all data and records of the Contractor related to their performance under this Agreement.

V. SUBCONTRACTS

The Contractor and City hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without prior written consent of the other party to the Agreement.

VI. NON-DISCRIMINATION PROVISIONS

The Contractor and its subcontractors will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed in good faith. The Contractor and its subcontractors will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.

VII. COMPLIANCE WITH THE LAW

All parties shall comply with all applicable federal, state, and local laws, ordinances, codes and regulations.

VIII. INTEREST OF LOCAL PUBLIC OFFICE

No member of the City Council of the City of Moberly, or any officer, employee, or agent of the City who exercises any functions or responsibilities in connection with review or approval of the work to which this Agreement pertains, shall have any personal interest, direct or indirect, in the Agreement or the proceeds thereof except as permitted by the laws of the State of Missouri.

IX. AMENDMENTS

In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both the City and the Contractor mutually agree, changes to the Agreement may be effected by placing them in written form and incorporating them in to this Agreement as an Amendment.

X. SEVERABILITY

It is mutually agreed that in case any provision of the Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of the Agreement shall remain in full force and effect.

XI. ENTIREMENT AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral, written, are hereby merged into and made part hereof, and are of no further force or affect.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the date and year first above written.

City of Moberly, Missouri
A Municipal Corporation

Moberly Community Betterment

Brian Crane, City Manager

President

ATTEST:

D. K. Galloway, City Clerk

Approved as to Form:

Randall Thompson, City Attorney

AGREEMENT FOR SERVICES TO BE RENDERED
BY
MOBERLY AREA COUNCIL ON THE ARTS

THIS AGREEMENT entered into this _____ day of _____, 20____, by and between the **CITY OF MOBERLY, MISSOURI**, hereinafter referred to as "**City**", acting by and through its City Council, hereinafter referred to as "**City Council**", and the **MOBERLY AREA COUNCIL ON THE ARTS**, a corporation formed and existing under the General Not For Profit Corporation Act of Missouri, hereinafter referred to as the "**MACA**".

RECITALS

1. Moberly Area Council On The Arts is organized for the purpose of promoting the arts and other cultural aspects of the community.
2. **City Council** is desirous of retaining and employing **MACA** and securing its services for the above stated purpose.

AGREEMENT

In consideration of the premises and the covenants and the promises hereinafter set forth, it is mutually agreed by the parties hereto as follows:

1. **MACA** will, and does, hereby undertake to carry out the following activities on behalf of **CITY** and to render the following services:
 - a. Promoting the arts and other cultural aspects of the community.
2. In consideration of the promises and of the services agreed to be performed by the **MACA**, the **CITY** agrees to pay the **MACA** the sum of **ONE THOUSAND DOLLARS AND NO CENTS (\$1,000.00)** annually.
3. The services of the **MACA** are to commence upon the 1st day of July, 2019 and shall be for a period expiring 30th day of June, 2020.

4. This agreement may be terminated by either party with just cause, provided that the terminating party shall give written notice to the other party at least three (3) months prior to termination of this agreement.

5. The execution and approval of this agreement by the **City Council** is not intended to and does not in any manner make the **MACA** an agent, agency, or servant of the City of Moberly, it being expressly understood that the **MACA** is in all respects an independent contractor, and the only liability of the **City Council** created by the terms of the agreement is the obligation to pay the **MACA** for services rendered.

6. **MACA** shall keep its books and records open for inspection at reasonable times by any persons or entities designated by the **CITY** to perform audits.

7. This agreement shall be effective upon execution by the parties herein.

The parties hereto have caused this agreement to be duly executed as of the _____ day of _____, 2019.

CITY OF MOBERLY

City Manager

ATTEST:

D.K. Galloway, City Clerk

MOBERLY AREA COUNCIL OF THE ARTS

By: Becky Kreek
Becky Kreek, President

Raey Gilmour
Raey Gilmour, Vice President

SENIOR AMERICANS MULTIPURPOSE CENTER
ANNUAL REPORT
JULY 1, 2018-JUNE 30, 2019

NUTRITION PROGRAM

SITE MEALS	14,462
HOME DELIVERED MEALS	<u>62,532</u>
TOTAL MEALS PROVIDED	76,994

ACTIVITIES AND VOLUNTEERS

	<u>UNITS PROVIDED</u>
PITCH	1490
PINOCHLE	2708
MUSIC FUN	130
HEALTH SCREENINGS	304
CHURCH	482
BINGO	712
STAMP-UP CLASS	70
RED HATS	130
EXERCISE CLASS	544
COOLING CENTER	275
GUESS WHAT SHOP	1250
SPECIAL ACTIVITIES	812
MOVIE NIGHT	36
BIBLE STUDY	316
VOLUNTEER HOURS	25601
TOTAL ACTIVITY UNITS	34,860

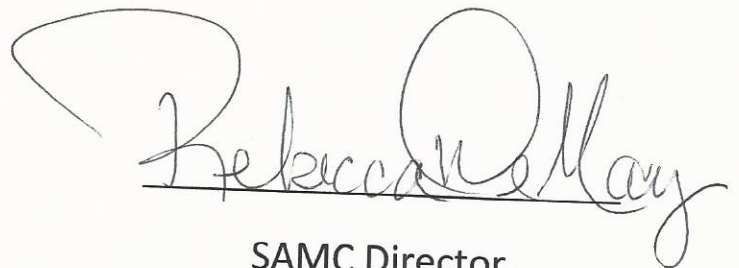
Contract

The Senior Americans Multipurpose Center, 205 Farror Street, Moberly, Missouri, will provide 801 meals, the actual cost being \$7.49 to the elderly and disabled in Moberly for \$6,000.00 for our projected year July 1st, 2019 through June 30th 2020.

In addition to the above, 15,000 units of social service or more, one hour constituting a unit of service, will be provided at no charge for the project year.

With this contract the elderly and disabled will be provided health and welfare services which is the goal of the Senior Americans Multipurpose Center.

One hot nutritious meal will be provided to the homebound elderly or disabled in order to help maintain them in their own home. The mobile elderly or disabled will receive a hot nutritious meal at our local nutrition site, and a program of social activities will also be available to add to their well being.



SAMC Director

6-26-2019

Date

City Representative

Date

Senior Americans Multipurpose Center

205 Farror Street

Moberly, Missouri 65270

June 26, 2019

City of Moberly

101 West Reed Street

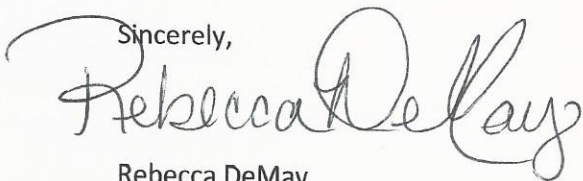
Moberly, Missouri 65270

Dear City Manager and Moberly City Council Members:

The Senior Americans Multipurpose Center Board of Directors, Volunteers, Participants and Staff wish to thank you for your continued support of our program. As you know, our Senior Center provides congregate and home delivered meals five days a week to the elderly and disabled of Randolph County. In addition, other services include social activities, medical screenings, pharmacy plans, exercise, etc. All of these services are free, and meals are provided on a contribution basis. No one is denied our services because of inability to pay.

Our program continues to make every effort in helping those in need of our services, and it is only through community assistance that we can successfully meet this challenge. We are again requesting support from The City of Moberly. We are grateful that you recognize the value of our program to our senior citizens and disabled, and hope that you will continue to partner with our organization by extending our contract for the 2019/20 fiscal year. Attached is a report giving a breakdown of meals served, and activity units provided during the 2018/19 fiscal year. If you have any questions, please give me a call.

Sincerely,



Rebecca DeMay

SAMC Administrator

AGREEMENT FOR SERVICES TO BE RENDERED
BY
MOBERLY AREA CHAMBER OF COMMERCE

THIS AGREEMENT entered into this _____ day of _____, 20____, by and between the **CITY OF MOBERLY, MISSOURI**, hereinafter referred to as "**City**", acting by and through its City Council, hereinafter referred to as "**City Council**", and the **MOBERLY AREA CHAMBER OF COMMERCE**, a corporation formed and existing under the General Not For Profit Corporation Act of Missouri, hereinafter referred to as the "**MACC**".

RECITALS

1. Moberly Area Chamber of Commerce is organized for the purpose, among others, of promoting and supporting business, promoting the increase and the availability of employment, promoting the general economic welfare in Randolph County and Moberly and improving communications among the communities of the County.

2. **City Council** is desirous of retaining and employing **MACC** and securing its services for the above stated purpose.

AGREEMENT

In consideration of the premises and the covenants and the promises hereinafter set forth, it is mutually agreed by the parties hereto as follows:

1. **MACC** will, and does, hereby undertake to carry out the following activities on behalf of **CITY** and to render the following services:

- a. The promotion, retention, and expansion of business presently operating in Moberly and Randolph County.
- b. The taking of necessary steps to attract new business to Moberly and Randolph County

- c. The implementation of research projects designed to achieve the objects states in paragraphs (a) and (b) above.
- d. The promotion of through advertising and/or other means, of the natural resources, human resources, and other basic advantages of Moberly and Randolph County.
- e. The promotion of the Moberly area through various means with the intent of attracting visitors for the purpose of tourism and as new residents with the expected result of increased economic activity for the community.

2. In consideration of the promises and of the services agreed to be performed by the **MACC**, the **CITY** agrees to pay the **MACC** the sum of **TWENTY-ONE THOUSAND AND NO CENTS (\$21,000.00)** annually which sum is attributable to the services provided to the **CITY** by **MACC** as follows:

The Moberly Area Chamber of Commerce is being called upon to engage in City activities at a higher level than ever before. From Community Improvement District management and economic and real estate development, to tourism promotion and facilitation of Community Betterment activities, the Chamber is meeting and exceeding its mission and expectations. This is due, in no small part, to the creative and energetic work of a powerful team.

Technology: \$8,000.00

While the Chamber is a member-driven organization and the membership financial structure is under review, a substantial annual dues increase is not practical. In order to continue to support the City's goals at ever increasing levels of involvement, the Chamber's preexisting

activities need to be streamlined. Investment in proven industry technology will make the organization even more effective.

Personnel Management: \$6,500.00

The Chamber is excited to serve the City's desire for increased tourism. While the Tourism Promotion Service Agreement entered into between the City and the Chamber provides funding for a Tourism Specialist and part-time administrative support, it did not address the management aspect required for personnel development or process improvement.

Ongoing Project Management: \$6,500.00

The Chamber's engagement at the City and Regional level has increased exponentially as investment in our city grows. The CID social media and marketing agreement does not include the management of the website or investor outreach. As new ideas are naturally generated through ongoing collaboration with the City Council, in downtown Moberly and with MAEDC, the project management load continues to increase.

3. The services of the **MACC** are to commence upon the 1st day of July, 2019 and shall be for a period expiring the 30th day of June, 2020.

4. This agreement may be terminated by either party with just cause, provided that the terminating party shall give written notice to the other party at least three (3) months prior to termination of this agreement.

5. The execution and approval of this agreement by the **City Council** is not intended to and does not in any manner make the **MACC** an agent, agency, or servant of the City of Moberly, it being expressly understood that the **MACC** is in all respects an independent

contractor, and the only liability of the **City Council** created by the terms of the agreement is the obligation to pay the **MACC** for services rendered.

6. **MACC** shall keep its books and records open for inspection at reasonable times by any persons or entities designated by the **CITY** to perform audits.

7. This agreement shall be effective upon execution by the parties herein.

The parties hereto have caused this agreement to be duly executed as of the _____ day of _____, 20_____.

CITY OF MOBERLY

City Manager

ATTEST:

D.K. Galloway, City Clerk

MOBERLY AREA CHAMBER OF COMMERCE

By: _____
Scott McGarvey, President

Chris Weathers, Vice President

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: City Clerk
 Date: July 1, 2019

Agenda Item: A Resolution appropriating money out of the Treasury of the City of Moberly, Missouri.

Summary: Appropriation Resolution.

Recommended Action: Please approve this Resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:		Role Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ Jeffrey	___	___
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution	Council Member		
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	M___ S___ Brubaker	___	___
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ Kimmons	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ Davis	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Kyser	___	___
<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 APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$578,904.49.

WHEREAS, the funds are to be disbursed as follows;

- SECTION 1: There is hereby appropriated out of the **General Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 1, 2019 in the amount of **\$351,384.96.**
- SECTION 2: There is hereby appropriated out of the **Parks and Recreation Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 1, 2019 in the amount of **\$52,934.29.**
- SECTION 3: There is hereby appropriated out of the **Airport Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 1, 2019 in the amount of **\$3,900.38.**
- SECTION 4: There is hereby appropriated out of the **Veteran Memorial Flag Project Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 1, 2019 in the amount of **\$42.00.**
- SECTION 5: There is hereby appropriated out of the **Utilities Collection Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 1, 2019 in the amount of **\$14.12.**
- SECTION 6: There is hereby appropriated out of the **Utilities OP & Maintenance Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 1, 2019 in the amount of **\$137,382.30.**
- SECTION 7: There is hereby appropriated out of the **Emergency Telephone Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 1, 2019 in the amount of **\$23,678.83.**
- SECTION 8: There is hereby appropriated out of the **Street Improvement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 1, 2019 in the amount of **\$6,958.61.**
- SECTION 9: There is hereby appropriated out of the **Downtown CID Prop. Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 1, 2019 in the amount of **\$2,609.00.**

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

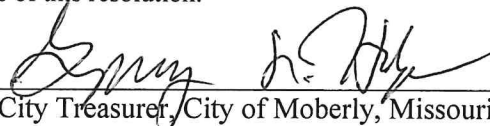
RESOLVED this 1st day of July 2019 by the Council of the City of Moberly, Missouri.

ATTEST:

Presiding Officer

City Clerk

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

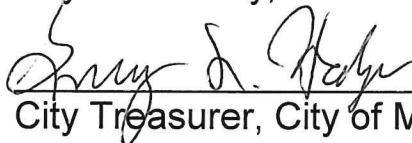


City Treasurer, City of Moberly, Missouri

**EXPENSES PAID JUNE 26, 2019 - JULY 1, 2019 FOR THE
FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE
JULY 1, 2019 APPROPRIATION RESOLUTION TOTAL.**

General Fund	\$	351,384.96
Parks and Recreation Fund	\$	52,934.29
Airport Fund	\$	3,900.38
Veteran Memorial Flag Project Fund	\$	42.00
Utilities Collection Fund	\$	14.12
Utilities OP & Maintenance Fund	\$	137,382.30
Emergency Telephone Fund	\$	23,678.83
Street Improvement Fund	\$	6,958.61
Downtown CID Prop. Tax Fund	\$	2,609.00
Total	\$	578,904.49

I hereby certify that there is sufficient money standing to the credit of the City of Moberly, Missouri, unappropriated to cover the above funds.



City Treasurer, City of Moberly, Missouri

6/28/2019
Date

BANK NO CHECK NO	BANK NAME DATE	VENDOR NO VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
24 DISBURSEMENTS						
80651	7/01/2019	5760 40 & 8 VETERANS ORGANIZATION	50.00			
80652	7/01/2019	2903 ABAN PEST CONTROL INC	40.00			
80653	7/01/2019	5816 AIRGAS USA LLC	201.65			
80654	7/01/2019	30 ARTDEP+BENTON	145.00			
80655	7/01/2019	9 ARTS APPLIANCE	60.25			
80656	7/01/2019	17 AT&T 5001	4,456.38			
80657	7/01/2019	5667 BERRY SONJA	100.00			
80658	7/01/2019	5176 BILLINGTON MARY	162.50			
80659	7/01/2019	5057 BOONE CONSULTING	7,050.72			
80660	7/01/2019	5810 BOSCH CLAYTON	45.00			
80661	7/01/2019	5818 BRATCHER FUEL	22.50			
80662	7/01/2019	2605 BRATCHER'S MARKET	22.50			
80663	7/01/2019	2975 BRENNTAG MID SOUTH INC	21,793.12			
80664	7/01/2019	591 CASON BUILDING MAINTENANCE INC	2,063.70			
80665	7/01/2019	594 BROOKS JIM	42.00			
80666	7/01/2019	653 COE EQUIPMENT	467.12			
80667	7/01/2019	3063 CONLEY FOREST DO	180.00			
80668	7/01/2019	2645 CORE & MAIN LP	6,437.40			
80669	7/01/2019	425 DISCOUNT AUTO GLASS AND MUFFLE	265.00			
80670	7/01/2019	470 DOUGLAS CATHERINE PAIGE	44.00			
80671	7/01/2019	5791 DOUGLAS SUMMER H	240.00			
80672	7/01/2019	3624 DREWERY CASEY	61.44			
80673	7/01/2019	5817 EQUIFAX	140.00			
80674	7/01/2019	3750 ENVIRONMENTAL SYSTEMS RESEARCH	1,515.00			
80675	7/01/2019	1527 ESRY DANIEL	132.50			
80676	7/01/2019	5801 FINNELL MADDI	220.00			
80677	7/01/2019	2501 FIRST ASSEMBLY OF GOD	25.00			
80678	7/01/2019	1649 FUGATE KIM	120.00			
80679	7/01/2019	2839 FUSION TECHNOLOGY LLC	3,939.39			
80680	7/01/2019	2839 FUSION TECHNOLOGY LLC	398.00			
80681	7/01/2019	5785 GEBHARDT ABIGAIL R	22.50			
80682	7/01/2019	5178 GEBHARDT JEREMIAH	517.50			
80683	7/01/2019	3720 GIBBS CHARLIE	500.00			
80684	7/01/2019	107 GRIMSLEY TIM	51.00			
80685	7/01/2019	5784 HARLAN KENNEDY	110.00			
80686	7/01/2019	1835 INDUSTRIAL PROCESS EQUIP GROUP	1,338.43			
80687	7/01/2019	5815 KENNETH SEARS	25.00			
80688	7/01/2019	4336 KEY EQUIPMENT & SUPPLY CO.	1,022.68			
80689	7/01/2019	992 KIWANIS OF MOBERLY	1,332.00			
80690	7/01/2019	66 LANDIS+GYR TECHNOLOGY, INC	5,106.43			
80691	7/01/2019	679 MARTECK	120.00			
80692	7/01/2019	4622 MATC-DECA	2,000.00			
80693	7/01/2019	1688 MFA OIL COMPANY	15,839.65			
80694	7/01/2019	1756 MIRMA	50.00			
80695	7/01/2019	1079 MISSION COMMUNICATIONS LLC	5,932.20			
80696	7/01/2019	72 MISSOURI PARK AND RECREATION A	350.00			
80697	7/01/2019	3085 MO DEPT OF REVENUE	14.12			
80698	7/01/2019	1770 MO VOCATIONAL ENTERPRISES	26.65			
80699	7/01/2019	1954 MOBERLY MOTOR COMPANY	271.27			
80700	7/01/2019	2907 MOBERLY READY MIX	5,645.07			
80701	7/01/2019	2735 NU WAY CONCRETE FORMS CENTRAL	1,313.54			

ACCOUNTS PAYABLE CHECK REGISTER

BANK NO CHECK NO	BANK NAME DATE	VENDOR NO VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
80702	7/01/2019	5814 PAULETTA WILKINS	25.00			
80703	7/01/2019	2822 PEPSI-COLA	2,109.73			
80704	7/01/2019	2556 PETTY CASH	8.40			
80705	7/01/2019	4805 RILEY ANNA	294.00			
80706	7/01/2019	3014 SAM'S CLUB	2,044.72			
80707	7/01/2019	1061 SCHOFIELD NANCY	100.00			
80708	7/01/2019	2959 SEVEN-UP/RC BOTTLING CO	110.00			
80709	7/01/2019	2610 BRENDLINGER ENTERPRISES INC	526.00			
80710	7/01/2019	5700 STAPLES	344.30			
80711	7/01/2019	5758 STARGUARD ELITE	30.00			
80712	7/01/2019	2640 THOMAS HILL PUBLIC WATER SUPPL	92.46			
80713	7/01/2019	4812 TIGER SECURITY SERVICE	2,075.00			
80714	7/01/2019	2223 US CELLULAR	321.81			
80715	7/01/2019	2742 WAL MART COMMUNITY	504.86			
80716	7/01/2019	2772 WIRELESS USA	1,530.00			
80717	7/01/2019	5298 ZAMKUS AND ASSOCIATES LLC	1,000.00			
80718	7/01/2019	5526 ZELADE MADDY	45.00			
20190518	7/01/2019	1756 MIRMA	431,965.00			**E-PAY**
20190519	7/01/2019	2591 MOBERLY AREA ECONOMIC DEVELOPM	43,750.00			**E-PAY**

BANK TOTAL	578,904.49
OUTSTANDING	578,904.49
CLEARED	.00
VOIDED	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
100 GENERAL FUND	351,384.96	351,384.96	.00	.00
115 PARKS & RECREATION FUND	52,934.29	52,934.29	.00	.00
120 AIRPORT FUND	3,900.38	3,900.38	.00	.00
140 VETERAN MEMORIAL FLAG PRJ	42.00	42.00	.00	.00
300 UTILITIES COLLECTION FUND	14.12	14.12	.00	.00
301 UTILITIES OP & MAINT	137,382.30	137,382.30	.00	.00
400 EMERGENCY TELEPHONE FUND	23,678.83	23,678.83	.00	.00
601 STREET IMPROVEMENT FUND	6,958.61	6,958.61	.00	.00
912 DOWNTOWN CID PROP TAX	2,609.00	2,609.00	.00	.00

REPORT TOTAL	578,904.49
OUTSTANDING	578,904.49
CLEARED	.00
VOIDED	.00