

A G E N D A
WORK SESSION
City of Moberly
February 18, 2020
6:00 PM
AMENDED AGENDA

Requests, Ordinances, and Miscellaneous

1. Discussion of On-Call Engineering Agreement with Bartlett & West.
2. 2020 Safe Passage Wine Stroll to benefit Safe Passage on August 29, 2020 from 3:00pm to 8:00pm.
3. Heritage Hills Mower Replacement
4. Discussion of Task Order #12 for the engineering proposal for the multi-level parking garage.

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Public Works WS #1.
 Date: February 18, 2020

Agenda Item: Discussion of On-Call Engineering Agreement with Bartlett & West.

Summary: This is simply a renewal of the current on-call contract for an additional 3-year term. We are not obligated to use this firm in anyway, but it allows us to utilize them for project that are small or quick turn around without going through a full RFQ process and scoring for every little job. Most grants require an RFQ process and on larger jobs staff would likely evaluate multiple firms for the specific service.

Staff recommends approving this renewal.

Recommended Action: Direct staff to bring forward to March 2, 2020 regular City Council meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input checked="" type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ Jeffrey	___	___
<input type="checkbox"/> Correspondence	<input 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	

BARTLETT & WEST, INC.

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

This is a Master Agreement effective as of _____, 2020 between the City of Moberly, MO ("CLIENT"), located at 101 West Reed Street, Moberly, MO 65270 and Bartlett & West, Inc. ("CONSULTANT"), located at 1719 Southridge Drive, Suite 100, Jefferson City, MO 65109.

WHEREAS, the CLIENT intends to engage the CONSULTANT in a variety of projects, per forming certain professional services. Details of the projects will be included in individual Task Orders to be attached to and made a part of this Master Agreement.

The CLIENT and CONSULTANT therefore agree as follows:

ARTICLE I - DEFINITIONS AND RULES OF INTERPRETATION

- A. The agreement between the CLIENT and the CONSULTANT consists of this Master Agreement for Professional Services, the Standard Provisions of Agreement for Professional Services attached as Exhibit A, and any subsequent executed Task Orders. All such items together shall be referenced herein as the "Agreement."
- B. Task Orders will describe the specific services requested by the CLIENT, the budget, and the time. Each Task Order will be sequentially numbered and will be considered as an exhibit to this Agreement. The Task Order shall be executed by both the CLIENT and the CONSULTANT before any work proceeds. A sample Task Order is attached as Exhibit B.
- C. In the event of any conflict in the language of this Agreement with the Standard Provisions of Agreement attached hereto the language of the Standard Provisions of Agreement shall control unless this Agreement specifically provides to the contrary. In the event of any conflict in the language of any Task Order attached hereto with said Standard Provisions of Agreement, the language of the Task Order shall control.
- D. This Agreement, including any Task Orders, represents the entire and integrated agreement between the CLIENT and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and the CONSULTANT
- E. This Agreement shall be governed by the laws of the state of Missouri.

ARTICLE II - SCOPE OF WORK

- A. CONSULTANT'S services will be detailed in a duly executed Task Order for each Specific Project. Each Task Order will indicate the specific tasks and functions to be performed and deliverables to be provided.
- B. CONSULTANT shall not be obligated to perform any prospective Task Order unless and until CLIENT and CONSULTANT agree to the particulars of the Specific Project,

CONSULTANT'S services, CONSULTANT' S compensation, and all other appropriate matters.

ARTICLE III - CLIENT'S RESPONSIBILITIES

In addition to other responsibilities which may be set forth in this agreement, the CLIENT shall:

- A. Provide CONSULTANT with all criteria and full information as to CLIENT'S requirements for the PROJECT, including design objectives, capacity, performance requirements, and budgetary limitations upon which the CONSULTANT may rely.
- B. Furnish available information pertinent to the PROJECT including reports and data relative to previous designs, or investigation at or adjacent to the site.
- C. Arrange for safe access to and make all provisions for CONSULTANT to enter upon public and private property as required to perform services under this Agreement.
- D. Examine alternative solutions, reports, drawings, specifications, and other documents presented by the CONSULTANT and render timely decisions pertaining to the documents.
- E. Provide timely reviews, approvals, and permits from all governmental authorities having jurisdiction over elements or phases of the PROJECT.
- F. Participate in conferences, meetings, bid openings, and other similar aspects of the PROJECT as requested by the CONSULTANT.

ARTICLE IV - TIME OF PERFORMANCE FOR SERVICES

- A. The services under each Task Order have been agreed to in anticipation of the orderly progress through completion. Unless a specific time of performance for services is specified in a Task Order, CONSULTANT'S obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services. If a specific time of performance is provided in a Task Order, and if the CLIENT has requested changes in the scope or character of the project, the time of performance shall be adjusted equitably.

ARTICLE V - PAYMENT PROVISIONS

- A. CLIENT shall pay the CONSULTANT for services as described in each individual Task Order.
- B. Fees will be billed monthly based upon the form of compensation selected and described under each individual Task Order.

ARTICLE VI - INSURANCE

- A. CONSULTANT shall purchase and maintain insurance as set forth below:
 - 1. Commercial General Liability insurance with a limit of \$1,000,000 for each occurrence and \$2,000,000 general aggregate.
 - 2. Automobile Liability insurance with a limit of \$1,000, 000 for each accident, combined single limit for bodily injury and property damage.

3. Workers Compensation and Employer's Liability insurance in accordance with statutory requirements, with a limit of \$1,000,000 for each accident.
4. Professional Liability insurance on a claim made basis in the amount of \$3,000,000 per claim and annual aggregate.
5. Commercial Umbrella, with a limit of \$5,000,000 each occurrence and aggregate.
6. Technology E&O with a limit of \$1,000,000 each claim and aggregate.

Certificates of insurance evidencing the coverages indicated above will be provided to CLIENT upon request.

ARTICLE VII - DISPUTE RESOLUTION

- A. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration if it involves a total claim amount and anticipated costs including attorney's fees and expenses of less than \$200,000. Claims in excess of \$200,000 shall be brought only in the circuit court of Randolph County, Missouri and the parties agree to this venue and to jurisdiction by this court. Prior to arbitration or litigation, the parties shall endeavor to resolve disputes by mediation in accordance with paragraph 10 of the standard provisions of agreement attached as Exhibit A.
- B. Unless the parties mutually agree otherwise, arbitration shall be in accordance with the construction industry arbitration rules of the American Arbitration Association then in effect. The demand for arbitration shall be filed in writing with the other party to the agreement and with the American Arbitration Association.
- C. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
- D. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in the state having jurisdiction thereof.

ARTICLE VIII - ALLOCATION OF RISKS

- A. Percentage Share of Negligence. To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by through, or under the other party for any cost, loss, or damage caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of the CLIENT, CONSULTANT, and all other negligent entities and individuals.

ARTICLE IX - INDEMNITY

- A. Indemnity by CONSULTANT. The CONSULTANT agrees to indemnify and hold harmless the CLIENT from and against damages, losses, costs or expenses (including reasonable attorney's fees) actually incurred by CLIENT but only to the extent caused by the negligent performance of the CONSULTANT. In the event that the CLIENT and

CONSULTANT are both at fault for certain damages, then each party shall bear liability for its own respective percentage of fault.

- B. CONSULTANT will not be required to indemnify the CLIENT for claims caused or alleged to be caused in whole or in part by the acts or omissions of the CLIENT or other third parties for whom the CONSULTANT is not responsible.
- C. The CONSULTANT's obligation to indemnify the CLIENT is limited by Article X Design Contingency provisions.
- D. Under no circumstances shall the CONSULTANT be required to pay the defense costs of the CLIENT, unless the CONSULTANT is adjudged to be negligent by a court of law, and such defense costs are included as damages in the award. The CONSULTANT's obligation to pay defense costs, if awarded by a court, is limited by Article X. Design Contingency provisions, if any such provisions are part of this Agreement.

ARTICLE X - DESIGN CONTINGENCY

- A. DESIGN CONTINGENCY CONSULTANT makes no warranty, express or implied, that its design is free of errors. CLIENT and CONSULTANT agree that certain increased costs and changes may be required and are anticipated due to omissions, errors or inconsistencies in drawings and specifications prepared by CONSULTANT. Therefore, CLIENT agrees to set aside a reserve in the amount of 10 percent (10%) of the estimated total Specific Project cost as a contingency to be used, as needed, to pay for any such increased costs and changes. The percentage is intended to be for the whole project cost and not applied as a percentage to individual segments or quantities of a construction project. CLIENT agrees to make no claim against CONSULTANT with respect to any increased cost within this contingency amount. If costs due to changes resulting from design errors, omissions or inconsistencies exceed the contingency, then CONSULTANT shall be responsible for damages incurred by CLIENT above that sum but only to the extent caused by CONSULTANT's negligent performance. Cost increases as a result of CLIENT requests made after construction documents are issued for permit, changes in governmental agency requirements after previous approval, or unforeseen conditions are not costs due to errors, omissions or inconsistencies. In no event shall CONSULTANT be responsible for direct costs that CLIENT would have incurred in the construction contract, including actual installed quantities during construction, but for the CONSULTANT's error or omission.
- C. The CLIENT and CONSULTANT agree that specific and adequate consideration has been given for this limitation of liability.

ARTICLE XI - TERM OF AGREEMENT

- A. This Agreement shall be effective and applicable to Task Orders issued here under for three (3) years from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the effective date of which is indicated on page 1.

CLIENT:
CITY OF MOBERLY, MO

CONSULTANT:
BARTLETT & WEST, INC.

By: _____

By: _____

Printed Name: _____

Print Name: _____

Title: _____

Title _____

Date Signed: _____

Date Signed: _____

EXHIBIT A
STANDARD PROVISIONS OF AGREEMENT FOR PROFESSIONAL SERVICES

The Client and Bartlett & West, Inc. (referred to as the Consultant), agree that the following provisions shall be part of this Agreement.

- 1. Payment. Unless stated otherwise in this Agreement, fees and all other charges will be billed monthly as the work progresses, and the net amount shall be due at the time of billing. In the event Client fails to pay the Consultant within ninety (90) days after invoices are rendered, then Client agrees that the Consultant shall have the right to consider such failure as a substantial breach of this Agreement and the duties of the Consultant under this Agreement may be terminated at the election of the Consultant upon five (5) days written notice. Interest not exceeding the maximum rate allowable by law will be payable on any amounts not paid within 30 days of the billing date, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. If Client fails to pay Consultant the amount due under this Agreement in a timely manner pursuant to this section, Client shall be liable for and shall reimburse Consultant for expenses incurred by Consultant in connection with or in any way relating to Client's failure to pay. Such expenses shall include, without limitation, reasonable attorneys' fees, legal expenses, and court costs.
- 2. Taxes. Compensation payable to the Consultant pursuant to this agreement shall be in addition to taxes that may be assessed against the Consultant by any state or political subdivision directly on services performed or payments for services performed by the Consultant. Such taxes that the Consultant may be required to collect or pay shall be added by the Consultant to invoices submitted to the Client pursuant to this agreement.
- 3. Suspension. In the event all or any portion of the work prepared or partially prepared by the Consultant is suspended, abandoned, or terminated, the Client shall pay the Consultant for the work performed on an hourly basis, not to exceed any maximum contract amount specified herein.
- 4. Termination. This Agreement may be terminated by either Client or the Consultant upon thirty (30) days written notice in the event of substantial failure of the other party to perform in accordance with the terms of this agreement. Client expressly agrees to hold the Consultant harmless from any liability arising out of the Consultant's termination of its services hereunder due to Client's failure to perform and/or pay in accordance with the provisions of this agreement. In the event of termination of this Agreement, Client shall then promptly pay the Consultant for all of the fees, charges and services performed by the Consultant in accordance

with the compensation arrangements under this agreement or on an agreed hourly basis. If the Consultant files suit for breach of contract, all attorney fees, court costs, and other related costs will be paid by the Client if a Court finds the Client has breached its contract with the Consultant.

- 5. Delay. All agreements on the Consultant's part are contingent upon, and Consultant shall not be responsible for damages or be in default, or be deemed to be in default, by reason of delays in performance of others by reason of strikes, lock-outs, accidents, acts of God and other delays unavoidable or beyond Consultant's reasonable control, or due to shortages or unavailability of labor at established area wage rate or delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove Consultant's work promptly, or due to late or slow, or faulty performance by Client, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of Consultant's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.
- 6. Client Changes. In the event that any changes are made in the work to be performed hereunder, by the Client or persons other than the Consultant, and which affect the Consultant's work, any and all liability arising out of such changes is waived as against the Consultant and the Client assumes full responsibility for such changes unless Client has given the Consultant prior notice and has received from the Consultant written consent for such changes.
- 7. Third Party Information. The Consultant is not responsible, and liability is waived by Client as against the Consultant, for use by Client or any other person of any data, reports, plans or drawings not prepared by the Consultant.
- 8. Waiver of Consequential Damages. In no event shall the Consultant be liable for consequential damages, including lost profits, loss of investment or other incidental damages.
- 9. Completion. In no event shall any statute of limitations commence to run any later than the date when the Consultant's services are substantially completed and any cause of action against the Consultant arising from or pertaining to this Agreement must be initiated no later than two (2) years after the date when the Consultant's services are substantially completed.
- 10. Disputes. Any claim, dispute or other matter in question arising out of or related to this agreement shall

be subject to mediation as a condition precedent to the institution of litigation. The mediator shall be jointly selected by the Client and the Consultant. If the parties are unable to agree, the Consultant shall present a list of three prospective mediators to the Client, who shall choose the mediator. In the event of failure on the part of the Client to do so within ten (10) days of receipt of the list, the Consultant shall choose the mediator. The mediator's fees shall be shared equally and shall be held at the offices of the Client or the Consultant as selected by the mediator.

11. Waiver of Subrogation. To the extent any damage or claim is covered by property insurance during construction, the Client and the Consultant waive all rights against each other and against the contractors, consultants, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Client or the Consultant, as applicable, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

12. Standard of Care. The Consultant's services shall be performed in a manner consistent with that degree of skill and care exercised by practicing professionals performing similar services under the same or similar circumstances and conditions. The Consultant makes no other representations or any warranties, whether expressed or implied, with respect to the services rendered hereunder.

13. Consultant Data. All reports, plans, specifications, computer files, data resulting from laser scanning, tracings, survey notes, and other original documents are instruments of service and shall remain the property of the Consultant. Consultant may sell said instruments of service to third party sources.

14. Ownership. Consultant has and will retain all ownership rights in any software developed under this agreement, including all patent rights, copy rights, trade secrets, trademarks, service marks, related goodwill and confidential and proprietary information, except as explicitly stated in this agreement.

15. Ownership. Products of work shall be defined as any deliverable provided to the Client as a result of services under this agreement, including but not limited to software applications, databases, specifications, and documentation. All products of work delivered are proprietary to the Consultant and contain trade secrets, inclusive of unpublished specifications. The products of work are owned by Consultant and are protected by United States copyright laws, trademark laws and applicable international treaties and/ or conventions. In consideration of the rights granted herein, Client agrees to retain all software, related materials, and information delivered or provided to it in strict confidence. All rights,

title, and ownership in patents, trademarks, copyrights, trade secrets, know-how, or any other proprietary rights in the products of work remains exclusively with Consultant. Client shall not sell, transfer, lease, lend, assign, time-share, sublicense, publish, disclose, display, or otherwise make available the products of work in any form, including, but not limited to, flowcharts, logic diagrams, executable code, object code, source code, or technical documentation, to any other person or entity without the express written permission of Consultant. Client shall secure and protect the products of work in the same manner and to the same degree it protects its own proprietary information, using no less than a reasonable standard of care. Client shall not de compile or reverse engineer any of Consultant's software. Client shall not make any modifications or derivative works to the products of work.

16. Ownership. All error corrections, enhancements, new releases, and any other products of work created by Consultant in connection with the services provided under this agreement are and shall remain the exclusive property of Consultant, regardless of whether the Client, its employees, or agents may have contributed to the conception, joined in its development, or paid Consultant for the development or use of said products of work.

17. Confidentiality. All information relating to the Client that is known to be confidential or proprietary, or which is clearly marked as such, shall be held in confidence by Consultant and shall not be disclosed or used by Consultant except to the extent that such disclosure or use is reasonably necessary to the performance of Consultant's work. All information relating to Consultant that is known to be confidential or proprietary, or which is clearly marked as such, shall be held in confidence by Client. These obligations of confidentiality shall extend after the termination of this agreement, but shall not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

18. Fees. When applicable to the project(s), the Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial photography fees, and all other fees, permits, bond premiums, title company charges, and reproductions, and all other charges not specifically covered by the terms of this Agreement.

19. Construction Costs. If any opinion is prepared by the Consultant as to anticipated construction costs, such opinion represents a judgment as a professional and is supplied for the general guidance of the Client. Since the Consultant has no control over the cost of labor and material, or over competitive bidding or market

conditions, the Consultant does not guarantee the accuracy of such opinion as compared to contractor bids or actual cost to the Client.

20. Job Site. If the work involves construction services, the Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required by the Client to assume sole and complete responsibility for job site conditions during the course of construction of the project(s), including safety of all persons and property and that this requirement shall be made to apply continuously and not be limited to normal working hours. The Consultant does not assume responsibility for the safety of persons or property on or about the project site(s).

21. Construction Site Visits. If applicable, the Consultant shall make periodic visits to the project site(s) to observe the progress and quality of the executed work and to generally review whether the work is proceeding in accordance with plans and specifications. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work and does not assume responsibility for construction techniques, procedures, sequences and schedules or for the conduct, action, errors or omissions of any construction contractor, subcontractor, or material supplier, their agents or employees.

22. Resident Project Representation. When applicable, and by separate attachment executed by the Client and the Consultant, the Consultant may provide resident project representation under the Consultant's supervision that will be paid for by the Client as indicated in such separate agreement and that will be intended to give the Client further assurance with regard to the finished work but will not involve the Consultant in the construction means, methods, techniques, sequences or procedures or safety precautions or programs nor provide to the Client any guarantee by the Consultant of the accuracy, quality or timeliness of performance by any contractor, subcontractor, or material supplier.

23. Hazardous Materials. When applicable, and unless otherwise provided by specific agreement, the Consultant and the Consultant's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances at the project sites(s).

24. Assignment/Third Party Reliance. Neither the Client nor the Consultant shall assign its interest in this agreement without the written consent of the other. The services to be provided pursuant to this Agreement are being performed solely for the benefit of the Client, and no benefit is meant to be conferred upon any person or entity not a party to this Agreement, and no such person or entity should rely upon Consultant's performance of those services to the Client; and no claim against Consultant shall accrue to, any contractor, subcontractor, consultant, engineer, supplier, fabricator, manufacturer, lender, tenant, surety, home-owner's association or any other third-party as a result of this Agreement or the performance or non-performance of services on the project(s).

25. Client Representative. The Client shall designate an individual with authority to act on behalf of the Client as to all aspects of the project(s), shall examine and respond promptly to submissions from the Consultant, shall give prompt written notice to the Consultant if the Client becomes aware of any defect in the project(s), and shall otherwise fully cooperate as may be required or appropriate in connection with the project(s)

26. Equal Opportunity. The Consultant shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.S(a), and 60-741.S(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability

27. Severability. Should any provision herein be found or deemed to be invalid, this agreement shall be construed as not containing such provision and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Police
 Date: February 18, 2020

WS #2.

Agenda Item: 2020 Safe Passage Wine Stroll to benefit Safe Passage on August 29, 2020 from 3:00pm to 8:00pm.

Summary:

If approved the 2020 Safe Passage Wine Stroll to benefit Safe Passage will be on August 29, 2020 and lift ordinance 6-5 to allow for the consumption of alcohol within the designated area. The requested area is the sidewalks on Reed Street from Johnson to Clark Street. Sidewalks of 4th Street from Williams Street north to Reed Street. Sidewalks for Williams Street from Rollins north to Reed Street. Sidewalks of Clark Street north to Reed Street, west side only. Sidewalks of Rollins Street from 4th to Williams Street, north side only. Municipal Auditorium parking lot and alley west of the Municipal Auditorium. Event planning committee and volunteers will ID check participants to ensure legal drinking age and provide event glasses or cups for the consumption in the designated areas. Each legal drinking age participant will be issued an armband to help with compliance. Event approval and licensing will be completed as required. No issues have arisen with past wine strolls. No street closures are requested but cones to close off the Municipal Auditorium parking lot are requested. Approximately 700 to 1100 participants are expected to attend. Approximately 15 wineries and 7-10 breweries are expected to attend. The Municipal Auditorium and its parking lot and multiple stores along Reed Street will be utilized for this event. The Forth Street Theater will also be used. Contact person is Kelly Pedigo, 660-269-8999.

Recommended

Action: Direct staff to bring to council for approval

Fund Name:

Account Number:

Available Budget \$:

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



660-269-8999 PO Box 456 Moberly, MO 65270 spassage@sbcglobal.net www.safepassagemoberly.org

To: City of Moberly

RE: Safe Passage Taste of Missouri Event Saturday August 15th 2020

Safe Passage Domestic Violence Shelter would like to request the following:

- 1) Permission to hold the Taste of Missouri Stroll event the specified areas in Downtown Moberly on Saturday August 15, 2020.
- 2) Enforcement of the open alcohol container and public consumption ordinances to be lifted for the following areas during the Taste of Missouri Stroll for event participants using designated glassware. (see attached map)

Reed Street- from intersection of Johnson Street East to Intersection of Clark Street Sidewalks.

4th Street- From Intersection of Rollins Street North through Intersection of Reed Sidewalks

Williams Street- From Intersection of Rollins Street North through Intersection of Reed Street Sidewalks.

Rollins Street- from Intersection of 4th Street to East Intersection of Clark Street. Northern Sidewalks only.

Clark Street- From Intersection of Rollins Street North to Intersection of Reed Street- Western Sidewalk only

City Parking lot and Alley West of the Municipal Auditorium

Other:

The Event Planning Committee and volunteers will card participants and provide a designated armband to those that are approved to drink. The event approval and licensing will be completed as required and we will continue to carry liability insurance for the event. The Planning Committee will provide designated glassware to be used within the specified areas.

If the city of Moberly 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 members of the Planning Committee, please contact Kelly Pedigo- Co-Director at Safe Passage.

660-269-8999 spassage@sbcglobal.net

Thank you for your time and consideration.

Kelly Pedigo

Additional Event Details

Date: Saturday August 15, 2020

Time: Stroll- 3-8pm Activities may continue at the Auditorium until 9pm.

Anticipated # of guests: 750-1100

Activities:

Wine stroll: 11-15 wineries set up at the Moberly Municipal Auditorium and various locations downtown. All wineries will be set up inside of specific addresses.

Event guests will have the option of purchasing wine by the glass or bottle, depending on the winery's current license.

Basement Brews: 7-10 breweries will sample out product in the lower level of the Moberly Municipal Auditorium

Craft/Food vendors: Will be set up in the Moberly Municipal Auditorium Parking Lot.

Tent and Seating area will be in the Moberly Municipal Auditorium Parking Lot.

(Note: we will not have outdoor stage this year)

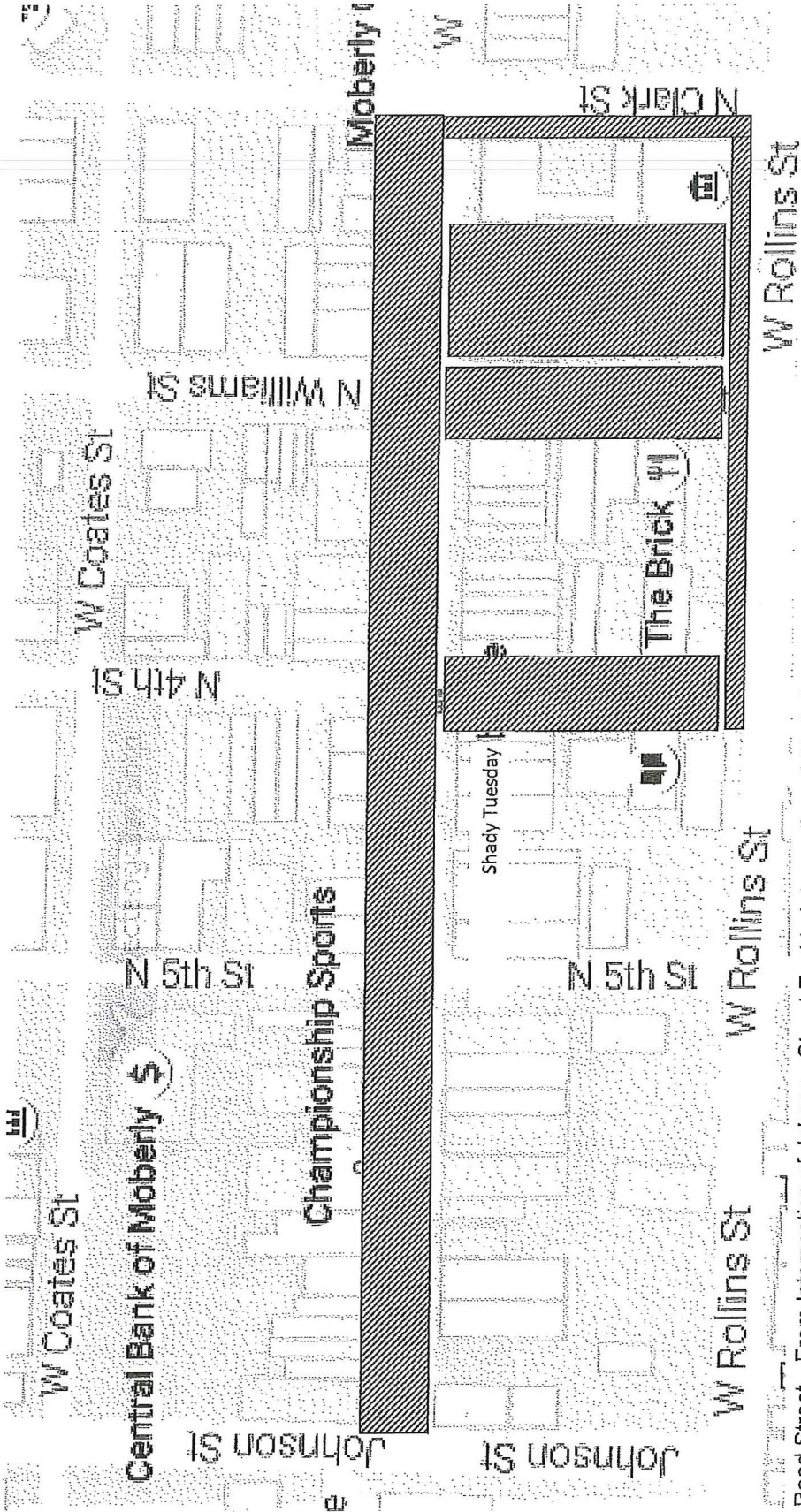
Silent Auction: Will be set up inside the Moberly Municipal Auditorium

Catered Meal: will be available inside the Moberly Municipal Auditorium

Mobile Photo Booth: Located in the Moberly Municipal Auditorium Parking Lot.

We will have paid staff and volunteers monitoring the 4th Street Theatre, Moberly Municipal Parking Lot and the inside of the Moberly Municipal Auditorium.

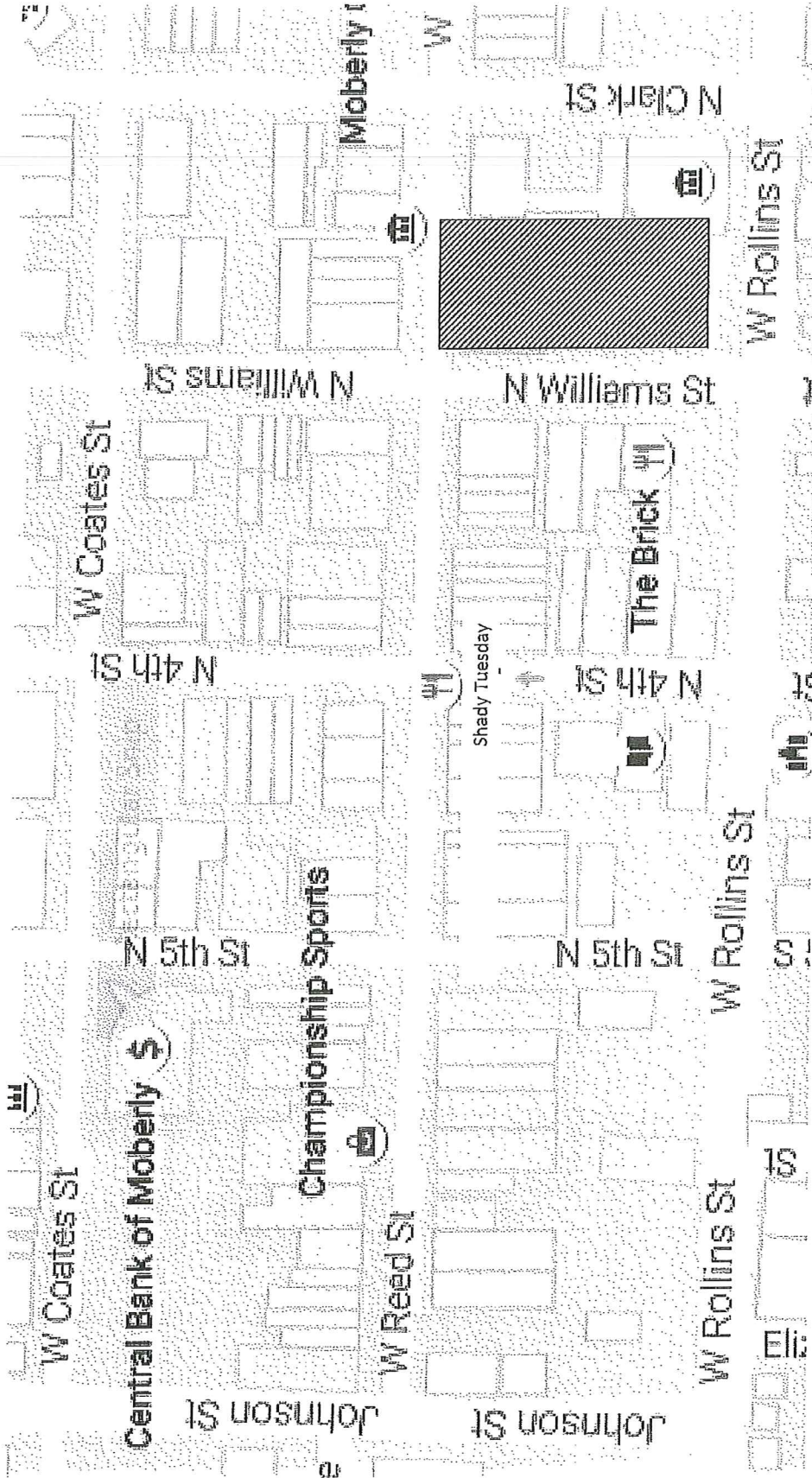
Taste of Missouri Stroll—August 15, 2020
Requested Area to Lift Enforcement of Open Alcohol Container Ordinance During Event



- Reed Street—From Intersection of Johnson Street East to Intersection of Clark Street—Sidewalks
- 4th Street—From Intersection of Rollins Street North through Intersection of Reed Street—Sidewalks
- Williams Street—From Intersection of Rollins Street North through Intersection of Reed Street—Sidewalks
- Rollins Street—From Intersection of 4th Street to East intersection of Clark Street—Northern Sidewalk Only
- Clark Street—From Intersection of Rollins Street North to intersection of Reed Street—Western Sidewalk Only
- City Parking Lot and Alley West of the Municipal Auditorium

Taste of Missouri Stroll—August 15, 2020

Requested Area to Lift Enforcement of Open Alcohol Consumption Ordinance During Event



City Parking Lot and Alley West of the Municipal Auditorium

We would like to close the Parking Lot for public parking during the event and utilize it for vendor tents, a seating area, and entertainment area.

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Parks and Rec WS #3.
 Date: February 18, 2020

Agenda Item: Heritage Hills Mower Replacement

Summary: Attached is a cooperative bid (Omnia Partners:bid through a national cooperative) for two greens mowers and related reels and equipment. This is the first step in equipment replacement as most of the equipment at the golf course is 10-20 years old.

The total for the equipment listed is \$82,128.22. As noted in the proposal, the cooperative pricing is far below MSRP, hence the benefit of national cooperative pricing.

New is cheaper per year of life than used mowers, particularly with cooperative pricing and, since Heritage Hills is known for its greens, it is particularly important that we get new, high quality mowers in the case of greens mowers. The units are hydraulic driven. Hydraulic equipment tends to be more durable and easier to do maintenance on in-house. Toro's equipment is preferred by previous and current Heritage Hills staff as well as GreatLIFE corporate – almost universally in the golf industry due to durability, longevity, and ease of maintenance, saving money in the long run. The reels release quickly allowing for quick removal for maintenance, etc., saving staff time. Attached are additional notes from General Manager Eric Brown.

The units are built into staff's draft 2020-2021 budget. Toro is allowing delivery as soon as April with payment deferred until July, allowing it to fall in the new budget year.

Recommended Action: Direct staff to bring a resolution to the March 2, 2020 meeting to approve purchase of the mowers.

Fund Name: Heritage Hills – Capital Improvement

Account Number: 114.000.5502

Available Budget \$: \$85,000 (2020-2021 budget)

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



Professional Turf Products, L.P.
 10935 Eicher Dr.
 Lenexa, Kansas 66219
 Brad Davisson
 (913) 449-8238
 davissonb@proturf.com



Ship To	City of Moberly, MO - Heritage Hills Golf Course	Date:	2/11/2020
Bill To	NAT'L IPA - Credit Cards Not Accepted	Tax Rate	
Contact	Troy Bock	Destination	
Address	3534 State Hwy JJ, Moberly 65270	Trade-In	
		Finance	
Phone	660-998-0139	Account Type	STD
Email	tbock@cityofmoberly.com	QMS: ID	Q31556
Comments:	Omnia Partners/City of Mesa Contract #2017025; Participating Agency #5000472. Terms: April/May 2020 Delivery; July 15th, 2020 Payment.		

New Equipment Proposal

Qty	Model #	Description	Unit	Extended	Toro MSRP
2	04510	Greensmaster TriFlex 3300 Hydraulic			
6	04653	11 Blade Cutting Unit			
6	115-7377	Narrow Wiehle Roller Scraper Brush			
2	04626	Narrow Wiehle Roller (.200 Inch Spacing) (Set of 3)			
2	04554	Light Kit - LED			
2	30042	400 Hour Maintenance Kit: GR3300			
Greensmaster TriFlex 3300 Hydraulic				\$ 68,449.59	\$ 114,076.45
SubTotal			\$	68,449.59	
Destination Tax (Estimated)				Included	
TOTAL			\$	68,449.59	
1	31F-VR5TTF	VIBE V - VIBRATORY ROLLERS - TORO 3300 TRI FLEX True Surface		\$ 10,091.13	\$ 10,091.13
1	04720	USED 2015 VERTICUTTERS - TORO 3300 TRI FLEX Pre-Owned		\$ 3,587.50	\$ 17,183.10
SubTotal			\$	13,678.63	
Destination Tax (Estimated)				Included	
TOTAL			\$	13,678.63	

Comments:

Terms & Conditions:

1. Orders are considered contractual. Order cancellations are subject to fees up to 10% of the original order value
2. New equipment delivery time is estimated at six weeks from the time credit is approved & documents are executed
3. Pricing, including finance options, valid for 30 days from time of quotation.
4. After 30 days all prices are subject to change without notice.
5. Used and Demo equipment is in high demand and availability is subject to change.
 - A. Upon firm customer commitment to purchase, said equipment availability will be determined and "locked".
 - B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
 - C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
6. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:

1. All returns are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.
4. Professional Turf Products will have sole discretion as to the resalable condition of the product.
5. This policy does not apply to items that are defective, or shipped incorrectly by PTP or one of its vendors.

Payment:

1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
 - A. PTP will work with third party financial institutions to secure leases when requested to do so.
 - B. When using third party financiers, documentation fees & advance payments may be required.
 - C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
 - D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default.

This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: _____

Date: _____

Notes from General Manager Eric Brown
Re: Equipment Related to Greens Mower Purchase

Roller Units: These units are vibratory rollers, used to smooth out the putting surface and make for a true roll of putts. The biggest complaint on golf courses is usually that the greens are rolling slow. By using the old units we have, the greens @ HHGC were above and beyond numerous courses around us. They are very also useful during the hot season when we don't want to mow the greens due to stress. We usually mow one day and roll the next and keep that schedule until the heat settles down. The rollers are also very beneficial during aerification time to smooth out the disruption from pulling plugs and for vibrating sand back down in the holes, which makes a faster process for golfers to be able to play the course. If conditions are dry, rollers can be used to level out new seeded areas as well as any sod that we may strip in.

Verticutting Units: These units can be set at different depths and are used to cut the thatch out of the top surface of any area of the course (greens, tees & areas in fairways). These units are not used all the time but are a key item during the early spring, during aerification time and very helpful with any areas we may want to seed . The huge benefit is they eliminate grass blades on the greens from overlapping, which doesn't allow the sufficient water to go down to the root system. By verticutting small strips, the grass will be able to stand and collect the proper sunlight and oxygen for good growth.

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Public Works
 Date: February 18, 2020

WS #4.

Agenda Item: Discussion of Task Order #12 for the engineering proposal for the multi-level parking garage.

Summary: This proposal from Bartlett & West is in response to the proposed multi-level parking garage that would be in support of the downtown hotel project. These parking garages are a unique and specific design that most engineering firms are set up to deal with specifically. Bartlett & West have submitted the proposal as a partnership with Walker Engineering, who specializes in multi-level parking facilities and evaluating the demands. As part of the proposed garage would have underground stormwater detention, the project is potentially eligible for specific EDA funding. The components of this contract are a Conceptual Design & Preliminary Engineering Report (\$7,500, this is required for the grant application), an Alternative Analysis by Walker (\$9,800) and an Optional supply/demand and shared parking analysis (22,300). The study, while expensive, is important to be able to justify the need for the proposed parking. For a reference, each space in an elevated parking structure costs about \$25,000, so the supply/demand study is roughly equivalent to one parking space. We believe it is imperative that we pursue the EDA funding to subsidize the construction of the parking structure, and timing is critical to get the application in by early March.

Recommended Action: Direct staff to bring forward to the March 2, 2020 regular City Council meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BARTLETT & WEST, INC.
TASK ORDER NUMBER 12

This task order No. 12 is issued relative and in accordance with the Master Agreement (hereafter referred to as the “Agreement”) for professional Services between the City of Moberly, Missouri and Bartlett & West, Inc. (“Consultant”) as dated June 14, 2016 and as further modified herein.

The Provisions of this Task are as follows:

- A. Definitions and Rules of Interpretation. For purposes of this Task Order, definitions and rules of interpretation and outlined within the Agreement, or within preceding Task Orders, shall apply unless exception or redefinition to any previously provided terms are expressly noted by this Task Order.
- B. Scope of Work. The Consultant shall perform services under the Task Order for providing a preliminary engineering report for use by the City in applying for EDA funding for the construction of a parking garage and associated drainage/detention work at the northeast corner of Williams Street and Rollins Street.
- C. Time of Performance for Services. Services will be completed within 60 days of a notice to proceed from the client.
- D. Compensation for Services. The services shall be performed hourly for an estimated fee of
 - 1. **B&W Conceptual Design & Preliminary Engineering Report: \$7,500.00**
 - 2. **Walker Alternative Analysis: \$9,800.00**
 - 3. **Walker Supply/Demand and Shared Parking Analysis (Option): \$22,300.00**

The overall project will have an upper limit of \$17,300.00 for completion of the alternative analysis by Walker Consultants and completion of a preliminary engineering report by Bartlett & West. If the optional services are selected, Walker Consultants will perform a supply/Demand and Shared Parking Analysis for an additional \$22,300.00 bringing the upper limit to \$39,600.00 for all work.

E. Scope of Services and Activities:

- 1. Bartlett & West Conceptual Design and PER
 - 1.1. Perform one site visit to review stormwater drainage near the proposed parking garage location.
 - 1.2. Review grant requirement with the City and the Mark Twain Regional Council of Governments via phone.
 - 1.3. Review drainage information to determine the conceptual limits of the drainage system improvements. No hydrology or hydraulics are included in this scope of work.

- 1.4. Create up to three 8.5"x11" exhibits showing the project location and the extent of the drainage improvements and associated infrastructure reconstruction required by the project. (these are assumed to be very conceptual in nature and created in Google Earth or a similar program).
 - 1.5. Create a construction cost estimate for drainage improvements and associated reconstruction of adjacent infrastructure.
 - 1.6. Create a schedule for construction for the overall project based on information provided by the subconsultant.
 - 1.7. Assess impacts to adjacent properties and utilities as part of the project.
 - 1.8. Review permits anticipated for construction activities. Coordinate permits with subconsultant. No permits will be completed or submitted as part of this scope of work – only a review of anticipated permits required will be done.
 - 1.9. Prepare a preliminary engineering report to summarize the conceptual design for the drainage improvements. Include sections provided by subconsultant for parking improvements.
 - 1.10. Submit report to the City and Mark Twain Regional Council of Governments for review and incorporation into grant application.
 - 1.11. Administration of the project contract and subconsultant contracts.
 - 1.12. QA/QC of the project report.
- 2. Walker Consultants Alternative Analysis
 - 2.1. See attached proposal for detailed scope.
 - 3. Walker Consultants Supply/Demand and Shared Parking Analysis
 - 3.1. See attached proposal for detailed scope.

Client's Responsibilities.

- 1.1. Client's responsibilities in the completion of this Task Order are as follows. If no responsibilities are listed, then responsibilities are as outlined in the Agreement. Client to provide:
 - 1.1.1. Provide timely reviews

F. Special Items. Special Items relative to this Task Order are as follows:

- 1. Consultant and Client agree that the Agreement and this Task Order may be changed by mutual written consent of both Consultant and Client.

G. Authorization Acknowledgement and Acceptance. All services herein offered are subject to the terms of the Agreement, unless otherwise specifically provided for herein. Signature hereto by both Parties constitutes an offer by Consultant to perform such services listed herein and an authorization by Client for Consultant to proceed with the services.

Client:

CITY OF MOBERLY, MISSOURI

Consultant:

BARTLETT & WEST, INC.

By: _____

Print Name: _____

Title: _____

Date Signed: _____

By: Steve Schultz

Print Name: Steve Schultz

Title: Sr. Project Manager

Date Signed: 2/13/2020



2895 Greenspoint Pkwy., Suite
Hoffman Estates, IL 60169

WS #4.

Office: 847.697.2640
Fax: 847.697.7439
www.walkerconsultants.com

February 10, 2020
Revised February 12, 2020

Mr. Steve Schultz, P.E.
Bartlett & West, Inc.
1719 Southridge Drive, Suite 100
Jefferson City, MO 65109

*Re: Proposal for Consulting Services
Conceptual Structured Parking Alternatives and Shared Parking Analysis
Moberly, Missouri*

Dear Steve:

Thank you for the opportunity to submit a proposal for consulting services relative to the proposed New Merchant Hotel Downtown Redevelopment project in Moberly, Missouri. The enclosed proposal is based upon our recent conversation and the conceptual drawings developed by SLN Architect dated May 22, 2019.

PROJECT UNDERSTANDING

The project is located in downtown Moberly, Missouri on the block bound by W. Reed Street to the north, E. Rollins Street to the South, N. Clark Street to the east, and N. Williams Street to the west. The proposed development site includes the construction of the New Merchant Hotel, renovations to the existing conference center and Merchant Hotel Annex, and a potential parking structure (the "Development"). The new Hotel will include approximately 68 total guest rooms and will be located on the northwest corner of the block. At full-build, the study area will include a total of six (6) blocks bound by E. Coates Street to the north, E. Rollins Street to the south, N. Sturgeon Street to the east, and N. 4th Street to the west.

The services proposed for the engagement are detailed in the enclosed section entitled "Scope of Services", and the professional fees and expenses are described in the "Professional Fees" section. The proposal assumes that a lump sum fee will be charged for the consulting services needed to develop conceptual alternatives for structured parking and provide a Supply/Demand and Shared Parking analysis that projects the approximate parking demand associated with the study area.

SCOPE OF SERVICES

ALTERNATIVES ANALYSIS

- A. Review existing vehicular and pedestrian access and circulation patterns for their relationship to existing and proposed parking facilities.
- B. Review the City of Moberly, Missouri building code and zoning ordinance as they relate to off-street parking.
- C. Develop up to two (2) preliminary conceptual design alternatives for the proposed parking structure site. The drawings will be produced in AutoCAD and illustrate:
 1. Location and number of entrance and exit lanes.
 2. Internal traffic flow.

3. Parking layouts including bay sizes, parking stall size, and accessible parking.
4. Vehicular circulation system, ramp locations, general slopes, transitions and clearance.
5. Vehicle turning movements.
6. General floor and ramp slopes.
7. Preliminary parking equipment location and layout, if applicable.

Note: Alternatives will not include architectural renderings or 3-dimensional modeling to illustrate massing relative to surrounding buildings. These can be provided as an additional service for any of the parking alternatives developed.

- D. Prepare a conceptual design narrative describing the function of each alternative.
- E. Provide a preliminary opinion of probable construction cost and preliminary opinion of probable construction schedule for each option. Costs will be presented as a range, on a cost per space basis, using Walker's internal database of costs and industry data on similar projects.
- F. Issue conceptual design alternatives, narratives, cost, and schedule documents to the Project Team for review.
- G. Participate in a conference call with the Project Team to review the conceptual design documents.
- H. Assist the Project Team with preparing a preliminary engineering report (PER) for the project. We understand the PER will be produced and submitted by Bartlett & West with select sections provided by Walker.

SUPPLY/DEMAND AND SHARED PARKING ANALYSIS

- A. Attend one (1) meeting in Moberly to meet with the Project Team representatives, City representatives, and selected stakeholders to confirm study objectives, boundaries, procedures, and schedule.
- B. Obtain from the City current land use program data for existing buildings within the study area. Data shall include, at a minimum, square footage of buildings, designated types of land use, and building leased occupancy data.
- C. Obtain current inventory of both the on-street and off-street parking supply within the study area. Inventory provided will be field verified during parking occupancy counts.
- D. Categorize the observed inventory on a block-by-block basis including block identification, parking capacity, public vs. private designations, parking rates (if applicable), and time restrictions.
- E. Perform one (1) day of occupancy counts to capture parking occupancy data for a typical design day (City will select occupancy count date and data collection times).
- F. Prepare a Supply/Demand and Shared Parking model using Urban Land Institute's Shared Parking methodology, plus historic data gathered by Walker when completing other similar type analyses.
- G. Compare the projected peak hour parking demand (Design Day) to the estimated available future parking supply to calculate parking adequacy within the study area.
- H. Based on future growth and development programming information provided by the City, determine future parking adequacy for the study area. Future parking adequacy models will be developed for a 5 and 10-year planning horizon.
- I. Prepare a draft report that includes the following:
 1. Description of the study methodology;
 2. Charts, graphs, and tables with key information;
 3. Executive Summary with a synopsis of Walker's findings and conclusions.



- J. Submit the draft report to the Project Team for review, comment and discussion.
- K. Participate in a conference call with the Project Team to present and discuss the draft report.
- L. Issue a final report to the Project Team incorporating comments received regarding the draft document.

PROFESSIONAL FEES

We propose to perform the consulting services described herein in accordance with the attached General Conditions of Agreement for the lump sum fee of Twenty-Nine Thousand Six Hundred Dollars (\$29,600.00), plus any reimbursable expenses. Following is a breakdown of the professional fee and estimated expenses by project task. We understand our services will be authorized by project task and have provided an authorization section for each on the following page.

Project Task	Professional Fee	Estimated Expenses
Alternatives Analysis	\$9,600	\$200
Supply/Demand and Shared Parking Analysis	\$20,000	\$2,300
Total	\$29,600	\$2,500

ADDITIONAL SERVICES

The following services are not included in the proposed scope of work, but can be provided as an additional service:

1. Development of preliminary conceptual alternative options over the number proposed;
2. Additional occupancy count days over the number proposed;
3. Meetings in Moberly, Missouri over the number stated in the scope of work; and
4. Massing models, Revit models, or renderings of the parking structure.

Walker provides our clients with consulting services that meet or exceed project requirements. To achieve this goal, we are available to review our proposal with you at your convenience and adapt the scope of work as deemed necessary.

In closing, we truly appreciate the opportunity to be of service to the Bartlett & West and the City of Moberly. We look forward to working with you and City staff members on the project.

Sincerely,

WALKER CONSULTANTS

David W. Ryan, P.E.
Senior Vice President

Enclosures General Conditions of Agreement for Consulting Services