

**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
March 02, 2020
6:00 PM**

Posted:

Pledge of Allegiance

Roll Call

Approval of Agenda

Recognition of Visitors

Communications, Requests, Informational Items & Consent Calendar

- 1.** A request from Safe Passage to hold their annual Wine Stroll benefit on August 29, 2020 from 3:00pm to 8:00pm.

Public Hearing and Receipt of Bids

Ordinances & Resolutions

- 2.** An Ordinance Authorizing The City Manager To Execute A Cooperative Agreement For Funding Of The Moberly Depot Park Shelter
- 3.** An Ordinance Authorizing The City Manager To Enter Into Task Order Number 12 With Bartlett & West Supplementing A Master Agreement Dated June 14, 2016 For Providing A Preliminary Engineering Report For Use In Applying For EDA Funding For Construction Of A Parking Garage And Associated Drainage/Detention Work
- 4.** An Ordinance Approving A Purchase Option Agreement With MGB Investments, LLC
- 5.** A Resolution Authorizing A Master Agreement For Professional Services With Bartlett & West, Inc.
- 6.** A Resolution Authorizing The Purchase Of Two Greens Mowers For The Parks And Recreation Department
- 7.** A Resolution authorizing Safe Passage Taste of Missouri Wine Strolls for August 29, 2020 on Public Sidewalks, Alleys and Public Grounds.
- 8.** A Resolution Approving An Employment Agreement Between The City Of Moberly, Missouri And Brian Crane And Authorizing The Mayor Of Moberly To Execute The Agreement On Behalf Of The City
- 9.** A Resolution appropriating money out of the Treasury of the City of Moberly, Missouri.

Official Reports

Anything Else to Come Before the Council

- 10.** Consideration for approval of a New Liquor Application.
- 11.** Consideration of a Motion to adjourn to a Work Session

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: #1.
 Department: Police
 Date: March 2, 2020

Agenda Item: A request from Safe Passage to hold their annual Wine Stroll benefit 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 4th Street Theater will also be used. Contact person is Kelly Pedigo, 660-269-8999.

Recommended

Action: Approve this request

Fund Name:

Account Number:

Available Budget \$:

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



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 29th 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 29th, 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 29, 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.

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

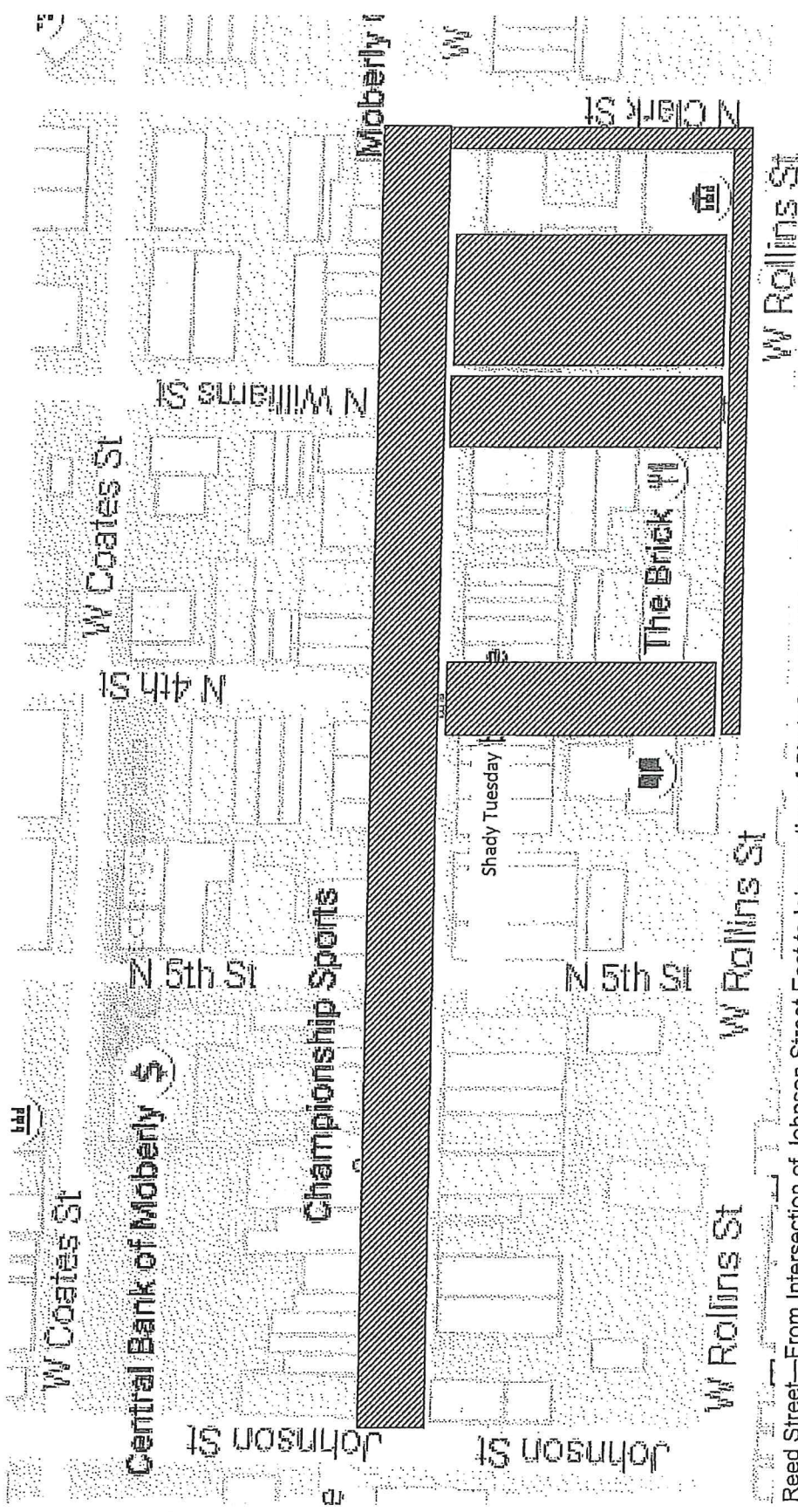
Catered Meal: will be available inside the Moberly Municipal Auditorium

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.

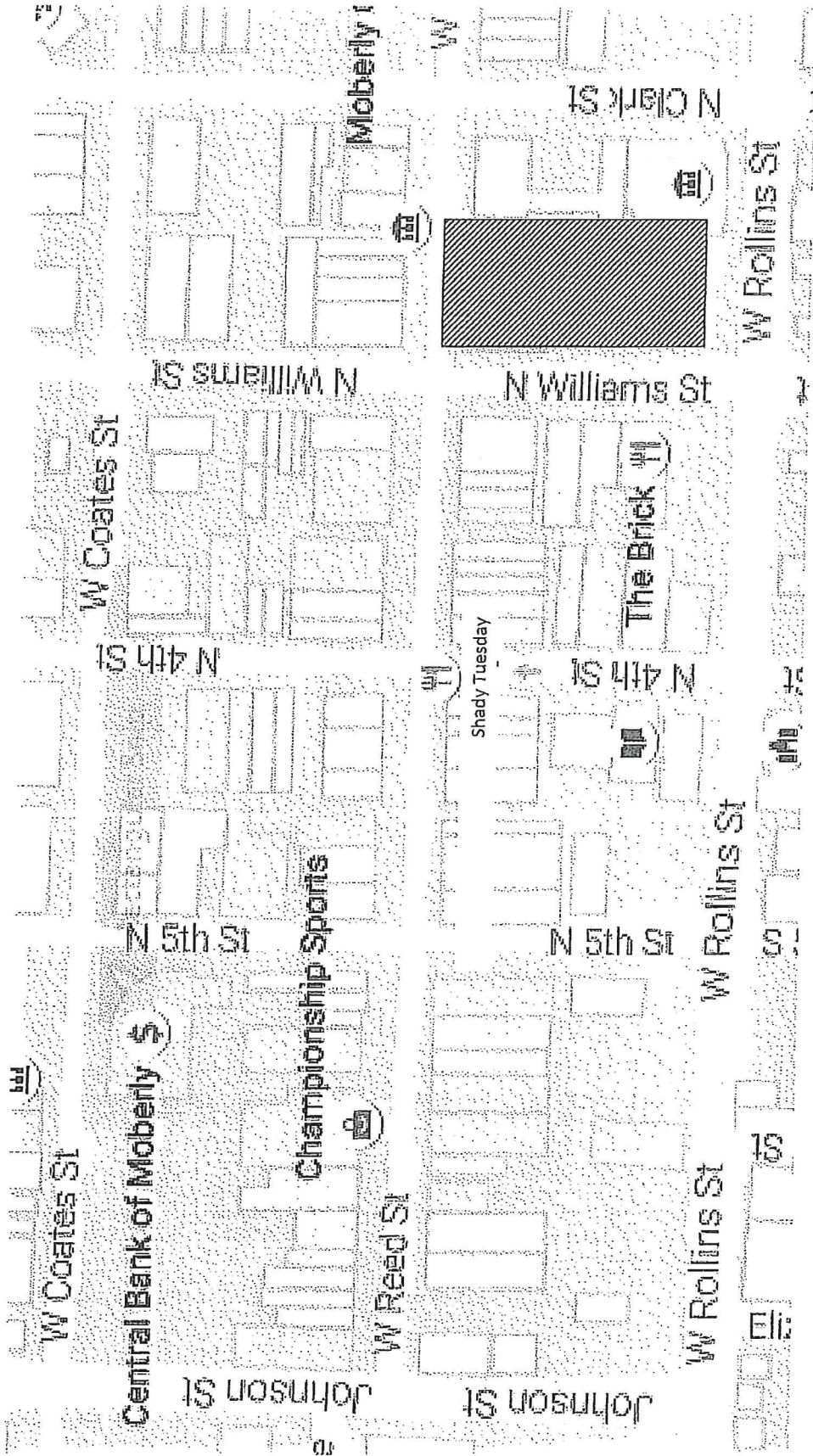
Taste of Missouri Stroll—August 15, 2020

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



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: #2.
 Department: Parks and Recreation
 Date: March 2, 2020

Agenda Item: An Ordinance Authorizing The City Manager To Execute A Cooperative Agreement For Funding Of The Moberly Depot Park Shelter

Summary: Attached is a copy of a revised agreement between the City of Moberly and the Moberly Rotary Club related to the Rotary contribution toward a Depot Park pavilion and restroom – a project in the 10 year project plan for Moberly Parks and Recreation.

The revised agreement has an adjusted financial contribution (from \$35,000 to \$40,000) to account for the increased cost over the last few years as well as a small grant the Rotary Club received.

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 AGREEMENT FOR FUNDING OF THE MOBERLY DEPOT PARK SHELTER.

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

SECTION ONE: The City of Moberly and the Rotary Club of Moberly desire to cooperative in the funding of a park shelter in Moberly Depot Park.

SECTION TWO: The City and the Rotary Club have negotiated a Cooperative Agreement (the “Agreement”) for such funding, a copy of which is attached hereto.

SECTION THREE: The Agreement is hereby approved and the City Manager or his designee is hereby authorized to execute the Agreement 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 2nd day of March, 2020.

ATTEST:

Presiding Officer at Meeting

City Clerk

**COOPERATIVE AGREEMENT
FOR FUNDING OF THE MOBERLY DEPOT PARK SHELTER**

Now comes the City of Moberly, Missouri, by and through the Moberly City Manager (hereafter referred to herein as the "City") and the Rotary Club #2336 of Moberly (hereafter referred to herein as "Rotary") and for their agreement to jointly fund the construction of a park shelter state as follows:

PROJECT DESCRIPTION

The parties desire to erect a park shelter in the Moberly Depot Park located on North Sturgeon Street in Moberly, Missouri. The parties contemplate having a steel frame structure on concrete pad with a seam metal roof structure and including a 2 unit restroom for an estimated cost of construction of not more than \$200,000.00.

The City will follow its purchasing policy in securing proposals for this public works project subject to Prevailing Wage and bonding requirements.

FUNDING AGREEMENT

Rotary agrees to contribute \$40,000.00 towards the cost of construction. One half of this amount \$20,000.00 shall be paid to the City upon execution of this Agreement. The remaining funds \$20,000.00 shall be paid to the City upon the completion of construction. The City shall notify Rotary that the construction is complete. The City shall be responsible for the payment of all funds over and above the contribution of Rotary.

GRANT FUNDING

Rotary may have grant funding available for this project through their International organization. If grant funding exceeds the \$40,000.00 contribution stated in the above funding agreement, then the entire amount of the grant will be applied to the park shelter construction costs.

CONSTRUCTION MANAGEMENT

The City will manage this public works project according to city code requirements.

NAMING RIGHTS

Rotary will be entitled to have certain signage or other forms of exposure of the park shelter placed in, on and around the park shelter. The appearance and location of all Signage will be mutually agreed upon by Rotary and the City.

SIGNATURE AUTHORITY

The signatories to this Agreement warrant and confirm that they have each been authorized by their respective governing bodies to execute and bind their respective organizations to the terms and conditions of this Agreement.

ENTIRE AGREEMENT

This Agreement is the complete agreement between the parties and may only be amended in a writing executed by the parties hereto.

City of Moberly, Missouri

Rotary Club of Moberly

David Egan

By Brian Crane, City Manager

President

ATTEST:

Kay Galloway, City Clerk

City of Moberly City Council Agenda Summary

Agenda Number: #3.
 Department: Public Works
 Date: March 2, 2020

Agenda Item: An Ordinance Authorizing The City Manager To Enter Into Task Order Number 12 With Bartlett & West Supplementing A Master Agreement Dated June 14, 2016 For Providing A Preliminary Engineering Report For Use In Applying For EDA Funding For Construction Of A Parking Garage And Associated Drainage/Detention Work

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: 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	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: _____

ORDINANCE NO: _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO TASK ORDER NUMBER 12 WITH BARTLETT & WEST SUPPLEMENTING A MASTER AGREEMENT DATED JUNE 14, 2016 FOR PROVIDING A PRELIMINARY ENGINEERING REPORT FOR USE IN APPLYING FOR EDA FUNDING FOR CONSTRUCTION OF A PARKING GARAGE AND ASSOCIATED DRAINAGE/DETENTION WORK.

WHEREAS, the City desires to seek grant assistance from the EDA for construction funding of a multi-level parking garage and the City is required to submit a preliminary engineering construction report with its EDA grant application; and

WHEREAS, Bartlett & West, Inc., in association with Walker Consultants is generally qualified to provide the necessary engineering expertise to prepare the engineering construction report and other services associated with the construction planning and analysis of a multi-level parking structure; and

WHEREAS Bartlett & West, Inc has proposed an addition to their Master Agreement dated June 14, 2016, entitled Task Order Number 12 for the Conceptual Design & Preliminary Engineering Report, Walker Alternative Analysis and Walker Supply/Demand and Shared Parking Analysis (Option) for an amount not to exceed \$39,600.00.

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

SECTION ONE. That the Task Order Number 12 is hereby approved in all respects.

SECTION TWO. That the City Manager is hereby directed to execute the agreement on behalf of the City.

SECTION THREE. That this ordinance will be in full force and effect upon passage by the City Council.

PASSED AND ADOPTED this 2nd day of March, 2020, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

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 600
Hoffman Estates, IL 60169

#3.

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

City of Moberly City Council Agenda Summary

Agenda Number: _____ #4.
 Department: City Manager
 Date: March 2, 2020

Agenda Item: An Ordinance Approving A Purchase Option Agreement With MGB Investments, LLC

Summary: Earlier this year, the city entered into an agreement with Mashburn Development to construct and develop a conference center and hotel located next to the Municipal Auditorium. As part of that agreement, the city was responsible for acquiring land adjacent to 220 W Reed known in the agreement as the West Parking Lot. After negotiations with the property owner, MGB Investments, LLC, an option to purchase the property is before the council. This option to purchase agreement is attached for review. It details the transaction as a sum of \$10 for the right to purchase the property in the future for \$110,000. This purchase will be executed in the event the hotel project moves forward.

Recommended

Action: Approve this ordinance.

Fund Name: N/a

Account Number: N/A

Available Budget \$: \$0

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

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A PURCHASE OPTION AGREEMENT WITH MGB INVESTMENTS, LLC.

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

SECTION ONE: On January 6, 2020, this Council adopted Ordinance No. 9573 which, among other things, obligated the City of Moberly to acquire the “West Parking Lot Area” as part of a Development Agreement for a downtown hotel.

SECTION TWO: The West Parking Lot Area is owned by MGB Investments, L.L.C. with whom the City desires to enter into a Purchase Option Agreement (the “Agreement”).

SECTION THREE: The Agreement is attached hereto and incorporated herein along with Exhibit A to said Agreement which contains the legal description to the West Parking Lot Area.

SECTION FOUR: The Agreement gives the City the irrevocable right to purchase the West Parking Lot Area for a term of eight (8) months.

SECTION FIVE: The City Council hereby approves the Agreement and hereby authorizes the Mayor of Moberly, Missouri to execute the Agreement on behalf of the City Council.

SECTION SIX: 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 2nd day of March, 2020.

ATTEST:

Presiding Officer at Meeting

City Clerk

PURCHASE OPTION AGREEMENT

THIS PURCHASE OPTION AGREEMENT (this “*Agreement*”), is made and entered into this ____ day of _____, 2020, by and between the CITY OF MOBERLY, a city of the third classification and Missouri municipal corporation, having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (“*Purchaser*”) and Matthew Brownfield, a natural person d/b/a MGB INVESTMENTS, L.L.C., a Missouri limited liability company having a principal office at 1415 Riley Industrial Drive, Moberly, Missouri 65270 (“*Seller*”).

RECITALS

A. Seller is the owner in fee of approximately 8,700 square feet of improved property located in the downtown area of the City of Moberly, Missouri, consisting of the real property depicted and legally described on Exhibit A, attached to and incorporated by reference in this Agreement (with the area, dimensions and square footage to be confirmed by survey, as provided in Section 1 of this Agreement) and known and numbered as a portion of 208 West Reed Street, Moberly, Missouri (the “*Optioned Property*”).

B. Purchaser desires to obtain an option to purchase the Optioned Property for the purpose of revitalizing the Optioned Property as part of a hotel/hospitality venue and Seller desires to assist Purchaser and to grant an option to purchase the Optioned Property on the following terms and conditions.

AGREEMENT

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

1. Grant of Option; Term; Partial Assignability. Seller hereby grants to Purchaser and Purchaser hereby accepts from Seller the exclusive and irrevocable right and option to purchase the Optioned Property at any time commencing on the date of execution of this Agreement (the “*Commencement Date*”) and terminating at 12:00 midnight on the date which is Eight (8) months from the Commencement Date (the “*Termination Date*;” the period from the Commencement Date to the Termination Date, inclusive, is hereinafter referred to as the “*Term of the Option*”) all of Seller’s right, title and interest in and to the Optioned Property on the terms and subject to the conditions of this Agreement (the “*Option*”). Upon full execution of this Agreement the Purchaser shall provide at Purchaser’s sole cost a survey and definitive legal description of the Optioned Property prepared by a licensed Missouri land surveyor (the “*Survey*”) which shall be dispositive of the area, dimensions and square footage to be optioned under this Agreement. Prior to completion of the Survey, the parties shall meet and cooperate to agree on the area to be described and included within such Optioned Property. Following full execution of this Agreement and completion of the Survey, Purchaser shall provide to Seller by certified check the sum of Ten Dollars and no cents (\$10.00) as payment in full for the grant of the Option (the “*Option Price*”). Purchaser may exercise the Option at any time during the Term

of the Option; *provided that* Purchaser may assign Purchaser's rights to option and purchase the Optioned Property subject to the terms of this Agreement, but not Purchaser's obligations under this Agreement at any time during the Term of the Option to one or more end-users in connection with the development and revitalization of the hotel/hospitality venue in Purchaser's sole and unfettered discretion. This Agreement shall terminate on the Termination Date and thereafter Purchaser and Seller shall have no further rights or obligations hereunder; *provided that* any provisions of this Agreement that by their terms provide for or contemplate obligations or duties of a party that are to extend beyond the expiration or termination of this Agreement (and the corresponding rights of the other party to enforce or receive the benefit of such obligations or duties) shall survive such expiration or termination of this Agreement for any reason.

2. **Exercise of Option.** The Option shall be exercised by Purchaser by delivering: (i) written notice thereof to Seller setting forth a date for closing on the purchase and sale of the Optioned Property pursuant to the terms of this Agreement (a "***Notice of Exercise***"); and (ii) an earnest deposit in the amount of Ten-Thousand Dollars and no cents (\$10,000.00) (the "***Earnest Deposit***") which shall be non-refundable and applied at Closing (as hereinafter defined) to the purchase price for the Optioned Property as set forth in Section 3 of this Agreement. The exercise of the Option shall be effective on the date notice is deemed effective pursuant to Section 13 of this Agreement. This Agreement shall constitute the entire agreement between the parties with respect to the purchase and sale of the Optioned Property.

3. **Purchase Price.** The total purchase price for the Optioned Property shall be One Hundred Ten-thousand Dollars and no cents (\$110,000.00) (the "***Purchase Price***"), subject to the adjustments provided in this Agreement and be payable by Purchaser to Seller as follows: (i) the Earnest Deposit by certified check, upon full delivery of the Notice of Exercise; and (ii) the balance of the Purchase Price, in cash, by wire transfer or by certified check, payable to the Seller on the Closing Date

4. **Closing Date; Place of Closing.** The purchase and sale of the Optioned Property shall be closed ("***Closing***") within Thirty (30) days after the date upon which the Notice of Exercise is delivered in accordance with this Agreement (the "***Closing Date***"). The Closing Date shall be further subject to being extended or accelerated by a written agreement of the parties or by any other provisions of this Agreement. The Closing shall be held at a title company selected by Purchaser (the "***Title Company***") having an office in Randolph County, Missouri or such other place as the parties may mutually agree in writing. Full possession of the Optioned Property, free of all tenants and occupants, shall be delivered at the time of the delivery of title and possession.

5. **Closing Adjustments and Prorations.** Real estate taxes, if any, and any assessments or charges levied against the Optioned Property shall be apportioned between Purchaser and Seller as of the Closing Date and shall be reflected on a closing statement to be signed by Purchaser and Seller at Closing. Such proration shall be determined on the basis of the most recent ascertainable assessed value and tax rate. All prorations will be on the basis of a 365 day year with the Closing Date being charged to the Purchaser.

6. **Expenses.** Purchaser shall pay for all costs of Purchaser’s inspection of the Optioned Property as provided in Section 7 of this Agreement, any title insurance Purchaser may desire, and the fees and expenses of Purchaser’s counsel. Seller shall pay the fees and expenses of its counsel. All other Closing costs shall be apportioned equally between Purchaser and Seller. In addition to the foregoing, within a reasonable time following Closing, Purchaser, at Purchaser’s sole cost and expense, shall remove all existing pole signage located on the Optioned Property and shall either, at Seller’s direction (i) relocate such signage on an adjacent location on Seller’s real property; or (ii) transport such signage to a local storage location designated by Seller.

7. **Due Diligence Period.** From the date hereof through the Termination Date, Purchaser may take the following actions with respect to the Optioned Property, all of which shall be at the sole cost and expense of Purchaser:

(a) Obtain and review a commitment for title insurance with respect to the Optioned Property (a “*Commitment*”) from the Title Company;

(b) Obtain and review a survey of the Optioned Property prepared by a licensed Missouri land surveyor; and

(c) Obtain such satisfactory inspections as Purchaser deems necessary or appropriate, specifically including, without limitation environmental hazard assessment and feasibility study. The delivery of the Notice of Exercise shall be deemed to be an acceptance of the results of such inspections and matters and a waiver of any objection by Purchaser as to all such matters.

While this Agreement is in effect: (i) Seller shall not enter into any agreements affecting the Optioned Property or any portion thereof without the prior written consent of Purchaser; (ii) Seller shall make all payments of principal and interest as they come due under any note or other evidence of indebtedness secured by a mortgage, deed of trust or other encumbrance on the Optioned Property or any portion thereof and otherwise perform the obligations of grantor thereunder; (iii) Seller shall not take any other action which would cause any representation, warranty or covenant set out herein to be untrue without the Purchaser’s prior written consent; and (iv) Seller shall not enter into any agreement or lease with or grant any option or right to any person other than Purchaser with respect to the sale, transfer or conveyance of the Optioned Property or any portion thereof.

8. **Access to Optioned Property.** From the date hereof, through the Termination Date, Purchaser and its agents are granted permission before or after the delivery of a Notice of Exercise to come upon the Optioned Property for the purpose of conducting the activities described in Section 7 of this Agreement at the sole cost, expense and risk of Purchaser. Any such entry onto the Optioned Property shall occur during normal business hours, after giving Seller reasonable advance notice and shall be conducted in a manner so as not to interfere with Seller’s lawful activities on and use of the Optioned Property which activities may continue, following any Notice of Exercise, subject to Purchaser’s reasonable rights to access and conduct of due diligence, until the Closing Date. Purchaser shall repair any damage to the Optioned Property caused by any such inspections. Purchaser shall not conduct any invasive testing of the Optioned Property without Seller’s prior written consent, which consent may be conditioned

upon such matters as Seller may reasonably require to protect Seller's interest in the Optioned Property.

9. Condition of Optioned Property. THE OPTIONED PROPERTY IS BEING SOLD IN "AS IS/WHERE IS" CONDITION WITH ALL FAULTS, LATENT AND PATENT. SELLER HEREBY DISCLAIMS ANY AND ALL WARRANTIES EXPRESS OR IMPLIED RELATIVE TO THE OPTIONED PROPERTY OR ANY PORTION THEREOF INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE; ANY WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY SITE CONDITION AT THE OPTIONED PROPERTY AS OF THE DATE HEREOF AND OF THE CONVEYANCE OF THE OPTIONED PROPERTY; EACH OF WHICH WARRANTIES IS EXPRESSLY DISCLAIMED BY SELLER. BY CLOSING ON THE OPTIONED PROPERTY, PURCHASER ACKNOWLEDGES THAT PURCHASER HAS HAD ADEQUATE OPPORTUNITY TO INSPECT, REVIEW AND CONSIDER ALL MATTERS AFFECTING THE USE, OWNERSHIP AND DEVELOPMENT OF THE OPTIONED PROPERTY AND THAT THE CONVEYANCE OF SAME BY OR ON BEHALF OF SELLER IS WITHOUT RECOURSE TO SELLER; OTHER THAN AS PROVIDED IN THIS AGREEMENT.

Purchaser further acknowledges and agrees that no representations or warranties other than those set forth in this Agreement have been made by Seller, or by any person, firm or agent acting or purporting to act on behalf of Seller, as to (i) the presence or absence on or in the Optioned Property or portion thereof of any particular materials or substances (including, without limitation, asbestos, hydrocarbons or hazardous or toxic substances); (ii) the condition of the Optioned Property or any portion thereof; (iii) the value, expense of operation or income potential of the Optioned Property; (iv) the accuracy or completeness of any title, survey, environmental, tax or other information provided to Purchaser by Seller or any other party relative to the Optioned Property; or (v) any other fact or condition which has or might affect the Optioned Property or the condition, repair, value, expense of operation or income potential thereof. Purchaser hereby represents and warrants to Seller that Purchaser will be relying solely on inspections performed by or on behalf of Purchaser on and at the Optioned Property in exercising the Option and Closing on the purchase of the Optioned Property.

10. Events of Closing. At Closing:

(a) Seller shall convey the Optioned Property to Purchaser by Special Warranty Deed in a form reasonably acceptable to Purchaser, subject to any lien for real property taxes and assessments for the year in which the Closing Date occurs and any subsequent year, building and zoning laws, ordinances and restrictions, utility easements, recorded easements, rights of way of record, deed restrictions and all other matters of record, use and occupancy restrictions, and rights to coal and other minerals with the right to mine and remove the same;

(b) Purchaser and Seller shall execute and deliver customary affidavits and such other reasonable documents as may be required by the Title Company conducting the Closing;

(c) Purchaser shall deliver to Seller the balance of the total Purchase Price for the Optioned Property;

(d) The parties shall make and pay applicable prorations, adjusted as hereinbefore provided; and

(e) Purchaser and Seller shall each deliver to the other such other documentation as is reasonably requested by such party.

Closing shall be through an escrow, with the Title Company acting as escrowee.

11. Re-purchase of the Optioned Property. Seller acknowledges that Purchaser intends to purchase the Optioned Property solely to provide necessary area for the proposed development of a new multi-story hotel building replicating the look of the historic “Merchants Hotel” together with ancillary dining and lounge facilities and the remodeling of the Kelly Hotel building as a hotel annex (the “*Development*”) all as set forth in that certain Purchase and Development Agreement among Purchaser, the Downtown Moberly Community Improvement District, and a certain end-user hotel developer (the “*Development Agreement*”) which Development, if and when completed, will enhance the value of Seller’s other downtown properties adjacent thereto. Accordingly, in the event for any reason the Development is not commenced as provided in the Development Agreement, notice of which event shall be provided in a writing by Purchaser to Seller, Seller, but only within that period which is One (1) year from the Closing Date, shall have the right and option exercisable in a writing to Purchaser to repurchase the Optioned Property from Purchaser at the Purchase Price less the Earnest Deposit amount. Closing on the aforesaid repurchase shall be as set forth in the notice exercising the right to require re-purchase and shall be further subject to all conditions and prorations set forth in paragraphs 9 and 10 of this Agreement.

12. Real Estate Brokers. Purchaser and Seller hereby state and warrant to each other that other than neither has dealt with any real estate broker, agent or salespersons in connection with this transaction and the option and sale of the Optioned Property. Purchaser and Seller each agree to indemnify and hold the other harmless to the full extent permitted by law 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 and shall survive termination of this Agreement for any reason.

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

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

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

If to Seller: MGB Investments, L.L.C.
1415 Riley Industrial Drive
Moberly, Missouri 65270
Attn: Matthew Brownfield

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

14. Seller’s Defaults; Purchaser’s Remedies. At any time during the Term of the Option Seller defaults in the performance of Seller’s obligations hereunder or if any representation or warranty of Seller in this Agreement is not true and correct in all material respects as of the Closing, then Purchaser shall have the right, at Purchaser’s option, to exercise any one or more of the following remedies:

- (a) the right to revoke the Option by giving written notice thereof to Seller and upon such revocation neither party shall have any further obligation hereunder; or
- (b) the right to consummate the Closing notwithstanding such default, by giving Seller written notice thereof in which event Seller shall complete the Closing; or
- (c) the right to specifically enforce Seller’s obligations under this Agreement; or
- (d) the right to exercise any other right or remedy available under applicable law.

15. Purchaser’s Defaults; Seller’s Remedies. If at any time after delivery by Purchaser of a Notice of Exercise as set forth in Section 2 of this Agreement Purchaser defaults in the performance of Purchaser’s obligations hereunder or if any representation or warranty of Purchaser in this Agreement is not true and correct in all material respects as of the Closing, then Seller shall have the right to retain the Option Price and any Earnest Deposit which has been delivered, which retainage shall constitute Seller’s sole remedies under this Agreement and upon the exercise of such remedies, neither party shall have any further obligation to the other under this Agreement or otherwise.

16. Purchaser’s Representation and Warranties. To induce Seller to execute, deliver and perform this Agreement, Purchaser hereby represents and warrants to Seller on and as of the date hereof and on and, if Purchaser exercises the Option hereunder, as of the Closing Date as follows:

(a) Purchaser intends to include the Optioned Property with the Development and in connection therewith Purchaser will use best efforts to make incentives and grants available in the Development Agreement; and

(b) The undersigned representative of Purchaser possesses the full right to execute and deliver this Agreement on behalf of Purchaser without the necessity of obtaining the consent of any person not a signatory to this Agreement and the same constitutes the legal, valid and binding obligation of Purchaser and is enforceable in accordance with the terms hereof.

17. Seller’s Representation and Warranties. To induce Purchaser to execute, deliver and perform this Agreement, Seller hereby represents and warrants to Purchaser on and as of the date hereof and on and the date of the Notice of Exercise, as of the Closing Date as follows:

(a) The undersigned representative of Seller possesses the full right to execute and deliver this Agreement on behalf of Seller without the necessity of obtaining the consent of any person not a signatory to this Agreement and the same constitutes the legal, valid and binding obligation of Seller and is enforceable in accordance with the terms hereof.

(b) There are no claims, causes of action or litigation or administrative proceedings pending, or to Seller’s actual knowledge threatened, in respect to the ownership, operation or condition of the Optioned Property or groundwater beneath the Optioned Property, including, without limitation, disputes of tenants, employees, government authorities, environmental groups, prior owners, utilities, contractors, adjoining landowners or suppliers of goods and services.

(c) Seller has good and marketable title to the Optioned Property free and clear of liens, security interests, encumbrances, leases, options, rights of first refusal and restrictions of every kind and description except for this Agreement and any liens pursuant to indebtedness for borrowed money which will be discharged at the Closing and those matters disclosed in the Commitment. Seller’s representation herein shall be merged into the Deed to be executed and delivered by Seller at the Closing.

(d) To Seller’s actual knowledge neither the Optioned Property nor the groundwater beneath the Optioned Property contains and is not affected by any hazardous substances, underground storage tanks, hydrocarbon contamination, radioactive materials, electromagnetic fields or other pollutants or contaminants.

(e) Seller has not received any notice from any federal, state, county or municipal governmental authority alleging any fire, health, safety, building, pollution, environmental, zoning or other violation of law, including, without limitation, any environmental laws, in respect to the Optioned Property or any part thereof which has not been entirely corrected and as

of the date of this Agreement and as of the Closing Date, to the actual knowledge of the Seller, the condition of the Optioned Property does not violate any applicable governmental laws, rules, regulations, ordinances or codes, including, without limitation, any environmental law.

Seller shall notify Purchaser if any of Seller's representations under this Agreement are or become untrue immediately upon Seller's discovery thereof and upon such notification, Purchaser shall have the right upon written demand, but not the obligation to recover from Seller the amount of the Option Price and any Earnest Deposit delivered pursuant to this Agreement. Purchaser's obligation to Close under this Agreement is expressly conditioned upon all of the foregoing representations and warranties being true and correct as of the Closing Date.

17. Miscellaneous.

(a) In the event either party to this Agreement commences a legal proceeding to enforce any of the terms of this Agreement or any rights under this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and costs from the other party.

(b) The section and section headings in this Agreement are solely for convenience and shall in no way be deemed to affect the meaning or construction of any part hereof. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Missouri without regard to its conflicts of law rules. If any term or provision of this Agreement shall be unlawful, then such term or provision of this Agreement shall be null and void, but the remainder of the Agreement shall remain in full force and effect and be binding on both parties.

(c) The parties hereto each agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri or in federal court of the Eastern District of Missouri and waive any objection based upon venue or *forum non conveniens* or otherwise.

(d) This Agreement constitutes the entire understanding between the parties and may not be amended, supplemented, or modified except by a writing executed by both of the parties hereto.

(e) This Agreement shall be binding upon the parties hereto and their successors and assigns.

(f) Time is of the essence of this Agreement.

(g) This Agreement may be executed in two or more identical counterparts which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Purchaser and Seller have each caused this Agreement to be executed in their respective names as of the date first above written.


CITY OF MOBERLY
("Purchaser")

By: _____
Mayor


ATTEST:

City Clerk

MGB INVESTMENTS, L.L.C.
("Seller")

By: 
Printed name: Matthew G. Brownfield
It's: Manager

ATTEST:


Printed name: Brian Conrad
Title: City Manager

ACKNOWLEDGEMENTS

STATE OF MISSOURI)
) SS.
COUNTY OF RANDOLPH)

On this ___ day of _____, 201__, before me appeared Jerry Jeffrey, to me personally known, who being by me duly sworn, did say that he is the duly elected Mayor of the City of Moberly, a political subdivision of the State of Missouri and that the seal affixed to the foregoing instrument is the official seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its City Council and said officer acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My commission expires:

STATE OF MISSOURI)
) SS.
COUNTY OF Randolph)

On this 24 day of February, 2010 before me appeared Matthew G. Brownfield, to me personally known, who being by me duly sworn, did say that he is the sole Member of MGB Investments, L.L.C., a Missouri limited liability company, and that said instrument was signed in behalf of said limited liability company and said person acknowledged said instrument to be the free act and deed of said limited liability company.

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

Carla Beal

Notary Public

My commission expires:



EXHIBIT A
THE OPTIONED PROPERTY – DEPICTION AND INITIAL LEGAL DESCRIPTION



Part of Lots 5 and 6, Block 1, Williams First Addition to Moberly, Randolph County, Missouri, described as follows: Commence at the Northeast corner of Lot 6, run West along the North line of Lot 6 for a distance of 55 feet; thence South 90 feet, more or less, to an alley; then East along the North side of such alley for a distance of 55 feet, more or less, to an alley running North and South; and then North along the East end of Lots 5 and 6 of a distance of 90 feet, more or less, to the point of beginning.

Beginning 44 feet East of the Northwest corner of Block One (1) of Williams First Addition to Moberly, Missouri, and run East along the line of Lot 6 in said Block, 22 feet, thence South 90 feet, thence West 22 feet, thence North 90 feet to the place of beginning, being 22 feet on West Reed Street, and being a part of Lot 5 and 6 in Block 1 of Williams First Addition to Moberly, Randolph County, Missouri.

Also, a 10 foot x 90 foot strip of land being a vacated alley described as: Begin at the Northeast corner of Lot 6, Block 1 of Williams First Addition to the City of Moberly, Missouri, thence East 10 feet, thence South 90 feet, thence West 10 feet, thence North 90 feet to the beginning.

Also, the South 10 feet of the East 77 feet of Lot 5 of Block 1 of Williams First Addition to the City of Moberly, Missouri being a vacated alley.

provided that, the area comprising the Optioned Property shall be subject to adjustment and confirmation by the Survey, which shall be dispositive all as provided in Section 1 of this Agreement.

City of Moberly City Council Agenda Summary

Agenda Number: _____ #5.
 Department: Public Works
 Date: March 2, 2020

Agenda Item: A Resolution Authorizing A Master Agreement For Professional Services With Bartlett & West, Inc.

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: 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"/> Correspondence	<input checked="" 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: _____

RESOLUTION NO: _____

A RESOLUTION AUTHORIZING A MASTER AGREEMENT FOR PROFESSIONAL SERVICES WITH BARTLETT & WEST, INC.

WHEREAS, Section 2-436(b) of the City Code provides for staff maintaining a roster of professional consultants interested in performing professional services as needed for the city; and

WHEREAS, Bartlett & West, Inc., desires to be included on the roster of engineering consultants providing professional services to the city and has submitted a Master Agreement for Professional Services (the “Agreement”) for consideration; and

WHEREAS, the Agreement is for a three (3) year term during which time city staff may use Bartlett & West, Inc., for specific tasks on an as-needed basis under individual task orders approved by the City Council.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves and authorizes the City Manager to execute the Agreement with Bartlett & West, Inc.

RESOLVED this 2nd day of March, 2020, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

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: #6.
 Department: Parks and Recreation
 Date: March 2, 2020

Agenda Item: A Resolution Authorizing The Purchase Of Two Greens Mowers For The Parks And Recreation Department

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: Approve this resolution.

Fund Name: Heritage Hills – Capital Improvement

Account Number: 114.000.5502

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

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"/> 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		Passed	Failed
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____			

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION AUTHORIZING THE PURCHASE OF TWO GREENS MOWERS FOR THE PARKS AND RECREATION DEPARTMENT.

WHEREAS, the Parks and Recreation Department received a national cooperative bid through Omnia Partners for two greens mowers and related equipment for use at Heritage Hills golf course to be purchased from Professional Turf Products, L.P. of Lenexa, KS for \$82,128.22; and

WHEREAS, pursuant to Section 2-435(4) of the City Code an exception to the city purchasing policy exists for cooperative purchases; and

WHEREAS, the bid is for two Toro Greensmaster TriFlex 3300 hydraulic mowers with blades, rollers, light accessories and a 400 hour maintenance kit for \$68,449.59 and Vibe V Roller and a used verticutter for \$13,678.63; and

WHEREAS, the Parks and Recreation Department and the staff of GreatLIFE recommend acceptance of the Omnia bid and the purchase of two Toro mowers and related equipment.

THEREFORE, the Moberly, Missouri, City Council accepts the bid of Omnia and authorizes the City Manager or his designee to purchase two Toro greens mowers and related equipment from Professional Turf Products, L.P. for the sum of \$82,128.22.

RESOLVED this 2nd day of March, 2020, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk



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 Exempt	
		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 Exempt	
		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: #7.
 Department: Police
 Date: March 2, 2020

Agenda Item: A Resolution authorizing Safe Passage Taste of Missouri Wine Strolls for August 29, 2020 on Public Sidewalks, Alleys and Public Grounds.

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 4th Street Theater will also be used. Contact person is Kelly Pedigo, 660-269-8999.

Recommended

Action: Approve this resolution

Fund Name:

Account Number:

Available Budget \$:

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 type="checkbox"/> Other _____		Passed	Failed

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION AUTHORIZING SAFE PASSAGE TASTE OF MISSOURI WINE STROLL FOR AUGUST 29, 2020 ON PUBLIC SIDEWALKS, ALLEYS AND PUBLIC GROUNDS.

WHEREAS, Safe Passage has sought permission to hold its annual Taste of Missouri Wine Stroll to benefit Safe Passage on August 29, 2020 and to permit public consumption of alcoholic beverages on the following public spaces:

- Sidewalks along Reed Street from Johnson Street to Clark Street;
- Sidewalks along 4th Street from Rollins Street to Reed Street;
- Sidewalks along Williams Street from Rollins Street to Reed Street;
- Sidewalks along Clark Street from Rollins Street to Reed Street (west side only);
- Sidewalks along Rollins Street from 4th Street to Clark Street (north side only);
- Municipal Auditorium parking lot;
- Alley west of Municipal Auditorium; and

WHEREAS, Section 6-5 of the City Code prohibits public consumption of alcoholic beverages on public spaces unless specifically authorized by the City for special events; and

WHEREAS, city staff has reviewed the application of Safe Passage to hold its special event and to authorize public consumption of alcoholic beverages on public spaces and recommends approval.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby authorizes Safe Passage’s special event and further authorizes the consumption of alcoholic beverages on the public spaces designated herein.

RESOLVED this 2nd day of March, 2020, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

City of Moberly City Council Agenda Summary

Agenda Number: _____ #8.
 Department: City Manager
 Date: March 2, 2020

Agenda Item: A Resolution Approving An Employment Agreement Between The City Of Moberly, Missouri And Brian Crane And Authorizing The Mayor Of Moberly To Execute The Agreement On Behalf Of The City

Summary: After four years as city manager, Brian Crane is entering his last year of his current contract, after discussions with the city council, it is desirous of both parties to enter into a new agreement. This agreement, if approved, will continue the relationship with the city and Brian Crane as city manager.

Recommended

Action: Approve this resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: \$0

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"/> 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 APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF MOBERLY, MISSOURI AND BRIAN CRANE AND AUTHORIZING THE MAYOR OF MOBERLY TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, the City Council and Brian Crane have come to terms on an Employment Agreement whereby Brian Crane will continue to serve the city as it’s City Manager in the form attached hereto; and

WHEREAS, the City Council believes it is in the best interest of the City of Moberly that it continues to retain the services of Brian Crane as City Manager based upon the high level of service and performance heretofore provided by Mr. Crane; and

WHEREAS, the Employment Agreement provides for a three-year term beginning on March 1, 2020 and ending on February 28, 2023.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves the Employment Agreement in the form attached hereto and hereby authorizes and directs the Mayor, Jerry Jeffrey, to execute the Agreement on behalf of the City of Moberly, Missouri.

RESOLVED this 2nd day of March, 2020, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

EMPLOYMENT AGREEMENT

#8.

THIS AGREEMENT, is hereby made and entered into this ____ day of _____, 2020, by and between the City of Moberly, Missouri, a Municipal Corporation, by its City Council, hereinafter referred to as the "CITY", or the "City Council", as the case may be, and Brian A. Crane, hereinafter referred to as the "EMPLOYEE", an individual who has the education training, and experience in local government management.

WHEREAS, it is the desire of the CITY to retain the services of the EMPLOYEE as City Manager for a term of three years and which may be renewed by the parties; and

WHEREAS, it is the desire of the CITY to provide a base salary and benefits, and to establish certain conditions of employment, for the EMPLOYEE; and

WHEREAS, the EMPLOYEE desires to continue employment as City Manager of the CITY OF MOBERLY.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

I. TERM

The term of this Agreement shall be for an initial period of three (3) years from March 1, 2020 to February 28, 2023. This Agreement shall automatically be renewed on its anniversary date for a one (1) year term unless notice that the Agreement shall terminate is given at least three (3) months before the expiration date. In the event the Agreement is not renewed, all compensation, benefits and requirements of the Agreement shall remain in effect until the expiration of the term of the Agreement unless EMPLOYEE voluntarily resigns. In the event that the EMPLOYEE is terminated, the terms of Section XII shall apply.

II. DUTIES

The City Council hereby agrees to retain the services of the EMPLOYEE as City Manager of the CITY to perform the functions and duties specified by Chapter 2, Division 2, Section 2-81 – 2-87 of the Moberly, Missouri Municipal Code as may be amended from time to time, and to perform such other legally permissible and proper duties and functions as the City Council shall assign.

III. COMPENSATION

(a) The City Council agrees to pay the EMPLOYEE for services rendered as City Manager a base annual salary of one hundred ten thousand (\$110,000) commencing March 1st, 2020, one hundred fifteen thousand dollars, five hundred dollars (\$115,500) commencing March 1, 2021, payable in installments at the same time as other employees of the CITY are paid from March 1, 2020 to February 28, 2023. March 1st, 2023 base salary of one hundred twenty one thousand, two hundred seventy five dollars (\$121,275.00).

(b) The City Council agrees to provide an automobile for City of Moberly business travel.

(c) The CITY agrees to increase the compensation of the EMPLOYEE dependent upon the results of the performance evaluation conducted on an annual basis.

(d) The CITY agrees to provide all retirement benefits to and for the EMPLOYEE including but not limited to participation in the LAGERS retirement plan equal to the amounts and/or percentages afforded to other full-time employees of the CITY. These benefits shall transfer ownership to succeeding employers upon the EMPLOYEE'S resignation or termination into a comparable and equal program.

IV. HEALTH, DISABILITY, AND LIFE INSURANCE BENEFITS

If not otherwise addressed in this Agreement, the EMPLOYEE shall have the same benefits as provided other regular employees of the CITY, except that the EMPLOYEE shall be provided with term life insurance at twice the base annual salary. The EMPLOYEE shall name the beneficiary of the life insurance policy. The EMPLOYEE shall

have the opportunity to increase the policy amount, but shall be financially responsible for the additional cost b
the twice the base annual salary cost.

#8.

V. VACATION AND MEDICAL LEAVE

(a) The EMPLOYEE shall earn vacation at the rate provided to all other employees of the City of Moberly.

(b) The EMPLOYEE shall be allowed to carry over at the rate provided to all other employees of the City of Moberly vacation days.

(c) The EMPLOYEE shall earn medical/sick leave at the regular rate per pay period as provided to other employees of the CITY and shall be allowed to carry over at the rate provided to all other employees of the City of Moberly medical days.

(d) In the event the EMPLOYEE separates from service, for any reason, vacation leave balances shall be provided and paid out to the EMPLOYEE. Any medical/sick leave balance shall be canceled and the EMPLOYEE shall not be entitled to receive reimbursement for any unused medical/sick leave balance.

VI. PERFORMANCE REVIEW AND RENEWAL

The Governing Body shall review and evaluate the performance of the City Manager no later than thirty (30) days prior to the anniversary date of the commencement of the City Manager's employment. Employer agrees to increase base salary and/or benefits of the Manager at time of said review, in such amounts and to such extent as the Governing Body may determine that it is desirable to do so, in light of performance by Brian A. Crane.

The Mayor shall provide the City Manager with a summary written statement of the findings of the Governing Body and provide an adequate opportunity for the City Manger to discuss the evaluation with the Governing Body.

Annually, the Governing Body and the City Manager shall jointly define such goals an performance objectives that they determine necessary for the proper operation of the City of Moberly, and in the attainment of the Governing Body's policy objectives and shall further establish a relative priority among those various goals and objectives; said goals and objective to be reduced to writing.

They shall generally be attainable within the time limitations as specified, and the annual operation budget and capital budget and appropriations provided.

VII. RESIGNATION

In the event that the EMPLOYEE voluntarily resigns his position with the CITY, the EMPLOYEE shall provide a minimum of 45 days notice unless the parties agree otherwise.

VIII. HOURS OF WORK

It is recognized that the EMPLOYEE must devote a great deal of time outside the normal office hours on business for the CITY, and to that end EMPLOYEE shall be allowed to establish an appropriate work schedule.

IX. OUTSIDE ACTIVITIES

The employment provided for by this Agreement shall be the EMPLOYEE'S sole employment.

X. RESIDENCY

The employee shall become a resident of the City of Moberly, MO within one (1) year from the execution of employment agreement.

XI. GENERAL BUSINESS EXPENSES

(a) The CITY agrees to budget for and to pay for professional dues and subscriptions of the EMPLOYEE necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the EMPLOYEE'S continued professional participation, growth, and advancement, and for the good of the CITY.

(b) The CITY agrees to budget for and to pay for travel and subsistence expenses of EMPLOYEE for professional and official travel, meetings, and occasions to adequately continue the professional development of EMPLOYEE and to pursue necessary official functions for the CITY, including but not limited to the MCMA Annual Conference, ICMA Annual Conference, the state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which EMPLOYEE serves as a member.

(c) The CITY also agrees to budget for and to pay for travel and subsistence expenses of EMPLOYEE for short courses, institutes, and seminars that are necessary for the EMPLOYEE'S professional development and for the good of the CITY.

(d) The travel and subsistence expenses referred to above shall be in accordance with the rate provided to all other employees of the City of Moberly.

(e) The CITY recognizes that certain expenses of a non-personal but job related nature are incurred by EMPLOYEE, and agrees to reimburse or to pay said general expenses upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

(f) The CITY acknowledges the value of having EMPLOYEE participate and be directly involved in local civic clubs or organizations. Accordingly, the CITY shall pay for the reasonable membership fees and/or dues to enable the EMPLOYEE to become an active member in Moberly civic clubs or organizations.

(g) The CITY shall provide EMPLOYEE with a computer, software, fax/modem and tablet required for the EMPLOYEE to perform the job and to maintain communication. All equipment remains property of the City of Moberly.

(h) The CITY shall provide EMPLOYEE with a full single membership to the city owned golf course known as Heritage Hills Golf Course for the EMPLOYEE as long as the course maintains city-owned and operational.

XII. SEPERATION AND SEVERANCE PAY

(a) In the event the City Council at any time during the term of this Agreement reduces the base salary of the EMPLOYEE in a greater percentage than an applicable across-the-board reduction for all employees of the CITY, or in the event the EMPLOYEE resigns at the written suggestion of a majority of the members of the City Council, then the EMPLOYEE may, at his option, be deemed to be "Terminated" as of the effective date of such reduction or as of the date of such written suggestion and the provisions of Section XII, Paragraph (e), shall apply.

(b) In the event the City Council breaches any other provision of this Agreement, then the EMPLOYEE shall provide written notice of the breach to the City Council, through the Office of the Mayor. The City Council shall then have thirty (30) days from the receipt of such notice in which to cure such breach. If the breach is not cured within thirty (30) day period, then the EMPLOYEE may, at his option, be deemed to be "Terminated" and the provisions of Section XII, Paragraph (e), shall apply.

(c) In the event the EMPLOYEE is terminated because of his conviction of any federal, state, or municipal offense, except for nonalcohol related traffic misdemeanors or infractions, then the provisions of Section XII, Paragraph (e) shall not apply.

(d) In the event the EMPLOYEE voluntarily resigns his position with the CITY, then the provisions of Section XII, Paragraph (e) shall not apply.

(e) In the event the Employee is terminated by the City Council, then the City Council shall pay the EMPLOYEE an amount equal to six (6) month's salary payable as other employees of the City are paid, as set forth in Section III, Paragraph (a), of this Agreement. EMPLOYEE shall also be compensated for all earned sick leave, vacation, and

holidays calculated at the rate of pay in effect upon termination based on City of Moberly Policy. In addition, t
EMPLOYEE shall receive six (6) months of his annual life, medical, dental, and disability insurances.

XIII. BONDING

The City Council shall bear the full cost of any fidelity or other bonds as required in the City of Moberly Municipal Code.

XIV. INDEMNIFICATION

Beyond that required under Federal, State or Local Law, the CITY shall defend, save harmless and indemnify EMPLOYEE against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of EMPLOYEE’S duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved intentional, willful or wanton conduct. The EMPLOYEE may request and the CITY shall not unreasonably refuse to provide independent legal representation at CITY’S expense and CITY may not unreasonably withhold approval. Legal representation, provided by CITY for EMPLOYEE, shall extend until a final determination of the legal action including any appeals brought by either party. The CITY shall indemnify EMPLOYEE against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such EMPLOYEE in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the CITY in order for indemnification, as provided in this Section, to be available. EMPLOYEE grants the CITY the right to compromise the claim, unless said compromise or settlement is of a personal nature to EMPLOYEE. Further, should litigation arise following EMPLOYEE’S employment with CITY, the CITY agrees to pay all reasonable litigation expenses of EMPLOYEE throughout the pendency of any litigation to which the EMPLOYEE is a party, witness or advisor to the CITY. Such expense payments shall continue beyond EMPLOYEE’S service to the CITY as long as litigation is pending. Further, CITY agrees to pay EMPLOYEE reasonable fees and travel expenses when EMPLOYEE serves as a witness, advisor or consultant to CITY regarding pending litigation. Notwithstanding the first paragraph of this Section, the CITY shall have no responsibility described herein should the CITY or EMPLOYEE be making a claim one against the other.

XV. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The City Council shall fix such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the EMPLOYEE; provided, however, that such terms and conditions are not inconsistent with, or in conflict with, the provisions of this Agreement, or federal, state or local law and further provided that such terms and conditions are set forth in writing as an Amendment or Addendum to this Agreement and executed by the Mayor and EMPLOYEE.

XVI. GENERAL PROVISIONS

- (a) The text herein shall constitute the entire Agreement between the parties and this Agreement may be amended or modified only in writing, executed by the Mayor and the EMPLOYEE.
- (b) This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the EMPLOYEE.
- (c) If any provision contained in this Agreement, or any portion thereof, is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- (d) This Agreement shall be governed by the laws of the State of Missouri

XVI. EFFECTIVE DATE

This Contract shall become effective (the “Effective Date”) on the date March 1st, 2020 after this Contract is signed by both Parties.

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

Jerry Jeffrey, Mayor

Brian Crane, City Manager

ATTEST:

APPROVED AS TO FORM

D.K. Galloway, City Clerk

City Attorney, Randall Thompson

City of Moberly City Council Agenda Summary

Agenda Number: _____
Department: City Clerk
Date: March 2, 2020

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
___ Memo	___ Council Minutes	Mayor		
___ Staff Report	___ Proposed Ordinance	M___ S___ Jeffrey	___	___
___ Correspondence	<u>x</u> 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. _____

RESOLUTION NO. _____

A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$375,927.42.

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 March 2, 2020 in the amount of \$83,277.53.

SECTION 2: There is hereby appropriated out of the **Non-Resident Lodging Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due March 2, 2020 in the amount of \$15,500.00.

SECTION 3: There is hereby appropriated out of the **Payroll Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due March 2, 2020 in the amount of \$25,041.59.

SECTION 4: There is hereby appropriated out of the **Solid Waste Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due March 2, 2020 in the amount of \$643.26.

SECTION 5: There is hereby appropriated out of the **Heritage Hills Golf Course Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due March 2, 2020 in the amount of \$47.49.

SECTION 6: There is hereby appropriated out of the **Parks and Recreation Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due March 2, 2020 in the amount of \$10,970.42.

SECTION 7: There is hereby appropriated out of the **Airport Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due March 2, 2020 in the amount of \$43,066.12.

SECTION 8: There is hereby appropriated out of the **Utilities OP & Maintenance Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due March 2, 2020 in the amount of \$57,328.39.

SECTION 9: There is hereby appropriated out of the **Capital Improvement Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due March 2, 2020 in the amount of \$3,982.50.

SECTION 10: There is hereby appropriated out of the **Utilities Consumer Security Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due March 2, 2020 in the amount of \$100.00.

SECTION 11: There is hereby appropriated out of the **2004B SRF Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due March 2, 2020 in the amount of \$37,639.16.

SECTION 12: There is hereby appropriated out of the **2006A SRF Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due March 2, 2020 in the amount of \$27,007.38.

SECTION 13: There is hereby appropriated out of the **2004C Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due March 2, 2020 in the amount of \$26,016.96.

SECTION 14: There is hereby appropriated out of the **2008A Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due March 2, 2020 in the amount of \$38,109.29.

SECTION 15: There is hereby appropriated out of the **Emergency Telephone Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due March 2, 2020 in the amount of \$1,099.31.

SECTION 16: There is hereby appropriated out of the **Transportation Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due March 2, 2020 in the amount of \$4,553.64.

SECTION 17: There is hereby appropriated out of the **Street Improvement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due March 2, 2020 in the amount of \$668.38.

SECTION 18: There is hereby appropriated out of the **Downtown CID Sales Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due March 2, 2020 in the amount of \$876.00.

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

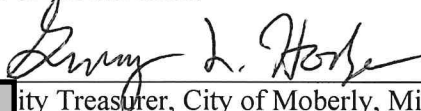
RESOLVED this 2nd day of March 2020 by the Council of the City of Moberly, Missouri.

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.



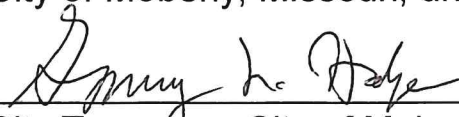
City Treasurer, City of Moberly, Missouri

**EXPENSES PAID FEBRUARY 14, 2020 - MARCH 2, 2019 FOR THE
FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE
MARCH 2, 2020 APPROPRIATION RESOLUTION TOTAL.**

General Fund	\$	83,277.53
Non-Resident Lodging Tax	\$	15,500.00
Payroll Fund	\$	25,041.59
Solid Waste Fund	\$	643.26
Heritage Hills Golf Course Fund	\$	47.49
Parks and Recreation Fund	\$	10,970.42
Airport Fund	\$	43,066.12
Utilities OP & Maintenance Fund	\$	57,328.39
Capital Improvement Trust Fund	\$	3,982.50
Utilities Consumers Security Fund	\$	100.00
2004B SRF Bonds Debt Service Fund	\$	37,639.16
2006A SRF Bonds Debt Service Fund	\$	27,007.38
2004C Bonds Debt Service Fund	\$	26,016.96
2008A Bonds Debt Service Fund	\$	38,109.29
Emergency Telephone Fund	\$	1,099.31
Transportation Trust Fund	\$	4,553.64
Street Improvement Fund	\$	668.38
Downtown CID Sales Tax Fund	\$	876.00

Total **\$ 375,927.42**

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

2/27/2020
Date

ACCOUNTS PAYABLE CHECK REGISTER

#9.

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
24 DISBURSEMENTS										
		82672	2/24/2020	2643	UNITED WAY	1,392.15				
		82673	2/24/2020	2646	VALIC	992.00				
*		82674	Thru	82682						
		82683	3/02/2020	2903	ABAN PEST CONTROL INC	215.00				
		82684	3/02/2020	1	ALTORFER INC	58.10				
		82685	3/02/2020	790	ARISTA INFORMATION SYSTEMS INC	2,801.83				
		82686	3/02/2020	9	ARTS APPLIANCE	39.00				
		82687	3/02/2020	17	AT&T 5001	1,099.31				
		82688	3/02/2020	15	AUSTIN COFFEE SERVICE	277.92				
		82689	3/02/2020	4729	BARTLETT & WEST	1,866.38				
		82690	3/02/2020	5984	BEAL CARLA	7.94				
		82691	3/02/2020	2975	BRENNTAG MID SOUTH INC	8,212.00				
		82692	3/02/2020	5004	CHAMPION BRANDS LLC	441.36				
		82693	3/02/2020	653	COE EQUIPMENT	269.72				
		82694	3/02/2020	3063	CONLEY FOREST DO	255.00				
		82695	3/02/2020	2645	CORE & MAIN LP	1,906.51				
		82696	3/02/2020	2908	CUNNINGHAM VOGEL & ROST PC	876.00				
		82697	3/02/2020	118	D & L TRENCHING INC	4,300.00				
		82698	3/02/2020	690	DIEBOLD INC	590.89				
		82699	3/02/2020	5981	DOMAIN REGISTRY	190.00				
		82700	3/02/2020	2806	DPC ENTERPRISES LP	819.00				
		82701	3/02/2020	3139	EVOQUA WATER TECHNOLOGIES LLC	11,323.00				
		82702	3/02/2020	3103	FASTENAL COMPANY	487.76				
		82703	3/02/2020	3882	ED M FELD EQUIPMENT	279.25				
		82704	3/02/2020	3147	FIREPROGRAMS	1,500.00				
		82705	3/02/2020	1344	FRED WEBER INC	3,177.68				
		82706	3/02/2020	633	GALLAGHER & KAISER, LLP	935.00				
		82707	3/02/2020	1495	GUFFEY CHAD J	146.00				
		82708	3/02/2020	5983	HERRON KYRA	100.00				
		82709	3/02/2020	5721	HOWE COMPANY LLC	6,747.39				
		82710	3/02/2020	5591	INOVATIA LABORATORIES LLC	831.75				
		82711	3/02/2020	4347	JOHN DEERE FINANCIAL	.00				VOID:
		82712	3/02/2020	4347	JOHN DEERE FINANCIAL	.00				VOID:
		82713	3/02/2020	4347	JOHN DEERE FINANCIAL	.00				VOID:
		82714	3/02/2020	4347	JOHN DEERE FINANCIAL	2,360.35				
		82715	3/02/2020	4776	KNOT AS IT SEEMS FLOWERS AND	75.00				
		82716	3/02/2020	5830	LANDIS+GYR TECHNOLOGY INC	2,540.48				
		82717	3/02/2020	1381	LEON UNIFORM COMPANY	296.90				
		82718	3/02/2020	1246	LOCHNER	40,628.67				
		82719	3/02/2020	801	BENN RYAN D	90.00				
		82720	3/02/2020	1688	MFA OIL COMPANY	8,668.90				
		82721	3/02/2020	1136	MFA PROPANE	3,748.86				
		82722	3/02/2020	1726	MIDWEST ENVIR CONSULTANTS INC	794.50				
		82723	3/02/2020	1756	MIRMA	105.00				
		82724	3/02/2020	195	MISSOURI WATER & WASTEWATER CO	35.00				
		82725	3/02/2020	1772	MO DEPT OF NATURAL RESOURCES	250.00				
		82726	3/02/2020	2740	MOBERLY AREA CHAMBER OF COMMER	15,000.00				
		82727	3/02/2020	1935	MOBERLY MONITOR INDEX	133.50				
		82728	3/02/2020	1954	MOBERLY MOTOR COMPANY	319.93				
		82729	3/02/2020	1954	MOBERLY MOTOR COMPANY	32,898.00				
		82730	3/02/2020	2152	NEMO ELECTRIC CO INC	315.00				

ACCOUNTS PAYABLE CHECK REGISTER

#9.

BANK# BANK NAME
CHECK# DATE ACCOUNT# NAME CHECK AMOUNT CLEARED MANUAL VOID REASON FOR VOID

82731	3/02/2020	2976	NEUMAYER EQUIPMENT CO INC	1,610.00				
82732	3/02/2020	2865	NEWMAN SIGNS INC	159.16				
82733	3/02/2020	5922	OLD DOMINION BRUSH	846.47				
82734	3/02/2020	2556	PETTY CASH	224.05				
82735	3/02/2020	2556	PETTY CASH	17.00				
82736	3/02/2020	4924	R P LUMBER COMPANY INC	65.93				
82737	3/02/2020	415	RANDOLPH AREA YMCA	1,295.00				
82738	3/02/2020	1350	RANDOLPH CO FAMILY COMM ED	500.00				
82739	3/02/2020	2589	RANDOLPH COUNTY CLERK	6,932.26				
82740	3/02/2020	5985	ROBINSON JACQUELINE	12.84				
82741	3/02/2020	5375	ROCKMOUNT RESEARCH & ALLOYS IN	248.72				
82742	3/02/2020	2613	SOLOMON BOILER WORKS INC	1,111.79				
82743	3/02/2020	1849	SPRINT	.00			VOID:	
82744	3/02/2020	1849	SPRINT	1,583.28				
82745	3/02/2020	5700	STAPLES	2,006.42				
82746	3/02/2020	4812	TIGER SECURITY SERVICE	2,360.00				
82747	3/02/2020	3134	TOX REVIEW LLC	175.00				
82748	3/02/2020	1562	UNITED FIRST AID & SAFETY,LLC	59.81				
82749	3/02/2020	2223	US CELLULAR	373.76				
82750	3/02/2020	2644	USA BLUE BOOK	1,083.97				
82751	3/02/2020	5800	VERIZON CONNECT NWF INC	21.95				
82752	3/02/2020	2742	WAL MART COMMUNITY	.00			VOID:	
82753	3/02/2020	2742	WAL MART COMMUNITY	.00			VOID:	
82754	3/02/2020	2742	WAL MART COMMUNITY	907.03				
82755	3/02/2020	2652	WATER & SEWER SUPPLY INC	694.92				
82756	3/02/2020	2772	WIRELESS USA	419.50				

*20190767								
20190768	2/17/2020	1800	MO LAGERS	22,184.44			E-PAY	
*20190769	Thru 20190771 (NOT IN SELECTED DATE RANGE)							
20190772	2/24/2020	2708	UMB BANK	128,772.79			E-PAY	
20190773	2/27/2020	6	AMEREN MISSOURI	41,863.30			E-PAY	

* See Check Summary below for detail on gaps and checks from other modules.

BANK TOTALS:			
OUTSTANDING		375,927.42	
CLEARED		.00	

BANK 24 TOTAL		375,927.42	
VOIDED		.00	

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
100	GENERAL FUND	83,277.53	83,277.53	.00
102	NON-RESIDENT LODGING TAX	15,500.00	15,500.00	.00
105	PAYROLL FUND	25,041.59	25,041.59	.00
110	SOLID WASTE FUND	643.26	643.26	.00
114	HERITAGE HILLS GOLF CRSE	47.49	47.49	.00
115	PARKS & RECREATION FUND	10,970.42	10,970.42	.00
120	AIRPORT FUND	43,066.12	43,066.12	.00
301	UTILITIES OP & MAINT	57,328.39	57,328.39	.00
304	CAPITAL IMPROVEMENT TRUST	3,982.50	3,982.50	.00
306	UTILITIES CONSUMERS SECUR	100.00	100.00	.00

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ACCOUNTS PAYABLE CHECK REGISTER

#9.

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON	FOR VOID
		377		2004B	SRF BONDS DEBT SERV	37,639.16		37,639.16		.00	.00
		378		2006A	SRF BONDS DEBT SERV	27,007.38		27,007.38		.00	.00
		379		2004C	BONDS DEBT SERVICE	26,016.96		26,016.96		.00	.00
		380		2008A	BONDS DEBT SERVICE	38,109.29		38,109.29		.00	.00
		400			EMERGENCY TELEPHONE FUND	1,099.31		1,099.31		.00	.00
		600			TRANSPORTATION TRUST FUND	4,553.64		4,553.64		.00	.00
		601			STREET IMPROVEMENT FUND	668.38		668.38		.00	.00
		911			DOWNTOWN CID SALES TAX	876.00		876.00		.00	.00

ACCOUNTS PAYABLE CHECK REGISTER
*** CHECK SUMMARY ***

#9.

BANK# BANK NAME
CHECK# DESCRIPTION

24 DISBURSEMENTS

82672 Thru	82673	Accounts Payable Checks
82674 Thru	82682	Utility Billing Checks
82683 Thru	82756	Accounts Payable Checks
20190768 Thru	20190769	Accounts Payable E-Pay
20190770		Gap in ACH
20190771 Thru	20190773	Accounts Payable E-Pay

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City of Moberly City Council Agenda Summary

Agenda Number: #10.
 Department: City Clerk
 Date: March 2, 2020

Agenda Item: Consideration for approval of a New Liquor Application.

Summary: Shady Tuesdays Bar & Grill, 400/402 W. Reed Street, Moberly, Missouri, submitted by Anna Haney.

Recommended

Action: Please approve this application.

ATTACHMENTS:		Role Call	Aye	Nay
___ Memo	___ Council Minutes	Mayor		
___ Staff Report	___ 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