

A G E N D A
WORK SESSION MEETING
City of Moberly
March 01, 2021
6:00 PM

Requests, Ordinances, and Miscellaneous

1. A request from Nicole Soendker with Unfinished Pieces to hold a 5k on April 3, 2021.
2. A request from Greg Carroll with Harrier Track Club to hold a 5k on July 4, 2021.
3. Discussion of an Assignment of GreatLIFE Management Agreement.
4. An application submitted by Bradley Kennedy for a re-zoning of 410 Johnson Street and 500 Franklin Street from an B-2H (Central Business District/Historic Overlay) to an R-2 (Two-Family Residential District).
5. An application submitted by Terrell Fugate for a re-zoning of 401 and 411 Patton Street from an R-1 (Single-family Residential District) to an R-3 (Multi-family Dwelling District).
6. Receipt of bids for the lease of a new postage machine for City Hall.
7. Receipt of bids for a New 2021 Model 729B Grasshopper Mower.
8. Amendment to Boone Consulting contract dated March 6, 2017 for development of specifications and project management to clean Taylor Street Swirl Concentrator and Phase I of Wastewater Treatment Plant Farm Site Improvements.

City of Moberly

City Council Agenda Summary

Agenda Number: WS #1.
 Department: Parks and Recreation
 Date: March 1, 2021

Agenda Item: A Request from Unfinished Pieces to a 5K on April 3, 2021.

Summary: Nikki is requesting to host a 5K on April 3rd, to raise funds for Unfinished Pieces, an organization whose Mission is "To help improve the lives of individuals and families affected by Autism Spectrum Disorder." Unfinished Pieces has rented the Riley Pavilion for their 5K. The race will begin at 10:00 a.m. at the Lodge parking lot next to Meinert Field. The route will follow Rothwell Park Road, going past the James Youth Center, the Dam, taking runners by the War Memorial, running past Candy Cane City, past the Klein Shelter and Shelter Three, continuing until Shelter 1 Tennis courts where runners take a right and go around the circle drive area in the back. The runners will follow the same route back to the Lodge parking lot.

Recommended Action: Staff recommends the request move forward to the March 15th Council meeting for approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Davis** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

City of

Moberly!

Police Department
Troy Link
Chief of Police
223rd Session FBI Academy

300 N Clark Street
Moberly, MO 65270
Phone: 660-263-0346
Fax: 660-263-8540

Walk/Run Application Permit

Application Date: February 19, 2021
(Note: Application Date must be received by staff sixty (60) days prior to the event)

Requested Date of event: April 3, 2021

Purpose of event: Autism Awareness

Name of event director: Nikki Joender

Contact phone, & Address of director: 460-998-5757

Approximate number of participants: 100+

Route requested, Begin & End Time: Start at Riley pavilion,
turn right down Rothwell Park Road
and follow to Park Drive, loop around
bathrooms at Old Skate park and follow
back to the Riley Pavilion.

(Please include a map diagram showing start to finish)

Will the route/streets be marked? Yes: X No: _____

Will the organization furnish personnel to assist with the event?

Yes: X No: _____ If yes, how many? _____

Signature of applicant: Nicole Jander

Approved: _____ Declined: _____

Authorizing Official: _____ Date: _____

Emergency services assistance to monitor traffic may be provided for a period of time up to one (1) hour after the race begins.

❖ No permanent paint may be used on roads or trails. Only spray chalk or temporary paint with a life of not more than 30 days may be used.

Unfinished Pieces 5k Run/Walk

Date: April 3, 2021

Start/Finish: Riley Pavilion

109 Rothwell Park Road

Moberly, MO 65270

Distance: 3.1 Miles

Start Time: 10:00 am



City of Moberly

City Council Agenda Summary

Agenda Number: WS #2.
 Department: Parks and Recreation
 Date: March 1, 2021

Agenda Item: 4th of July 5K

Summary: Greg Carrol is requesting to host the annual 4th of July 5K (previously requested by Todd Beaverson), to raise funds for the Harrier Track Club. Route from previous years has changed, using similar route to the Frosty 5K. Please see map for description.

Recommended Action: Staff recommends the request move forward to the March 15th Council meeting for approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Davis** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

City of

Moberly!

Police Department
Troy Link
Chief of Police
223rd Session FBI Academy

300 N Clark Street
Moberly, MO 65270
Phone: 660-263-0346
Fax: 660-263-8540

Walk/Run Application Permit

Application Date: FEBRUARY 22, 2021
(Note: Application Date must be received by staff sixty (60) days prior to the event)

Requested Date of event: SUNDAY JULY 4, 2021

Purpose of event: HARRIER TRACK CLUB INDEPENDENCE 5K

Name of event director: GREGORY Q CARROLL

Contact phone, & Address of director: 660 263 4947 1649 CR 2285, MOBERLY

Approximate number of participants: 150

Route requested, Begin & End Time: ON THE ROAD, RILEY PAVILLION
TO LOST HILLS LOOP AND RETURN. REGISTRATION
STARTS AT 7:00 AM. RACE BEGINS AT 8:30 AM,
OFF COURSE BY 10 AM.

(Please include a map diagram showing start to finish)

Will the route/streets be marked? Yes: X No: _____

Will the organization furnish personnel to assist with the event?

Yes: X No: _____ If yes, how many? 12

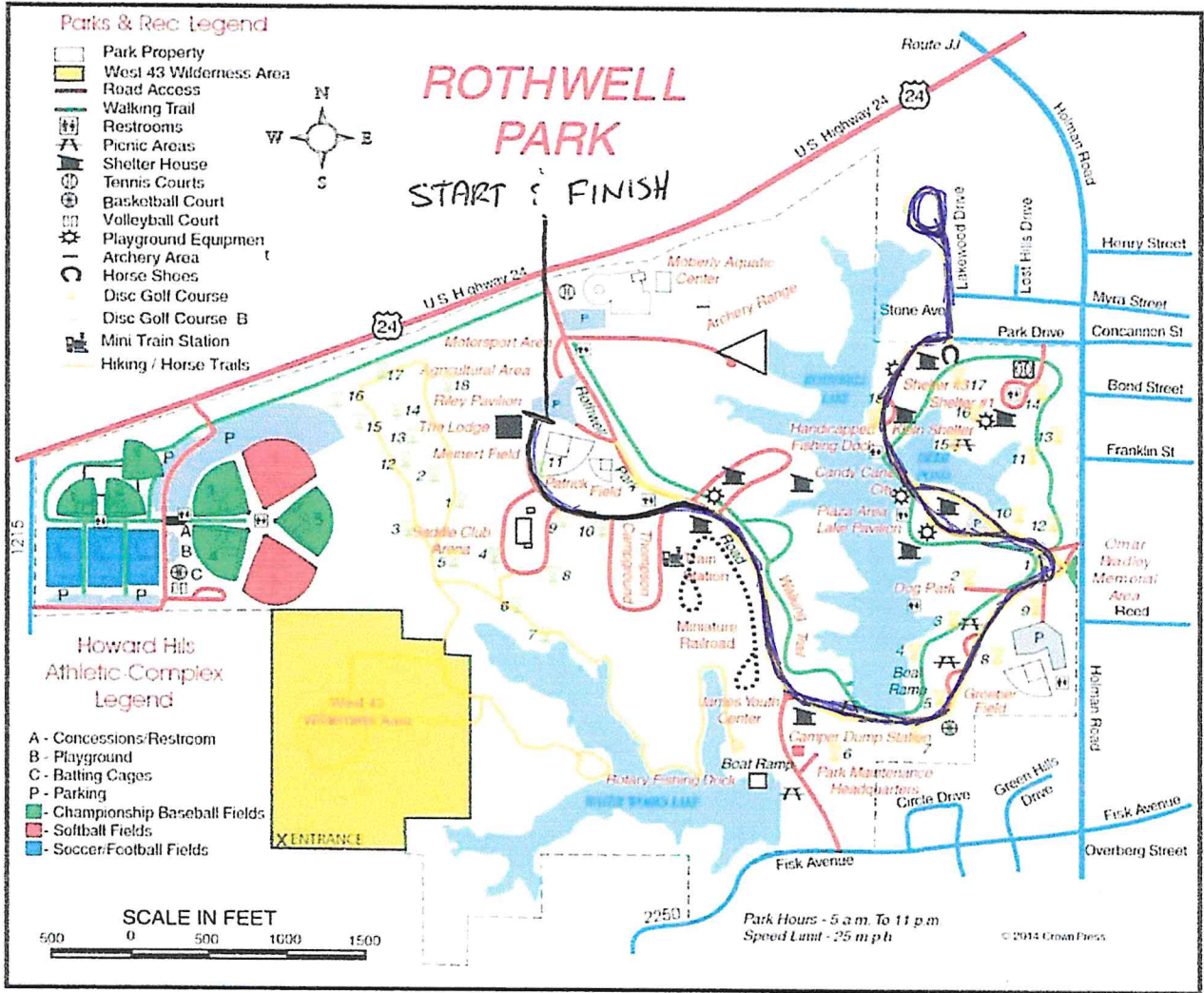
Signature of applicant: Gregory Q Carroll

Approved: _____ Declined: _____

Authorizing Official: _____ Date: _____

Emergency services assistance to monitor traffic may be provided for a period of time up to one (1) hour after the race begins.

❖ No permanent paint may be used on roads or trails. Only spray chalk or temporary paint with a life of not more than 30 days may be used.



CHANGE START/FINISH TO SPOT BY THE LODGE LIKE FROSTY SK. DOES NOT GO AROUND RODEO ARENA. THEN EAST TO PARK ROAD. THE REST OF THE COURSE IS SAME AS BEFORE.

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #3.

Department: Parks & Recreation

Date: March 1, 2021

Agenda Item: Assignment of GreatLIFE Management Agreement

Summary: GreatLIFE Kansas City, who the City currently contracts management services with, approached the City this winter about a new structure. They requested to assign the contract to a new company – GreatLIFE MidMO, LLC.

The City has been in discussions with both entities since to ensure the formula would work within the confines of the current agreement provisions, with GreatLIFE Kansas City providing high level oversight as requested, and with provisions allowing the parties to reevaluate the relationship in an ongoing fashion.

The management fee schedule and other provisions of the original agreement would remain.

Recommended

Action: Direct staff to bring a resolution to the March 15, 2021 meeting.

Fund Name: Recreation – Contract Services

Account Number: 114.000.5406

Available Budget \$: \$30,258

ATTACHMENTS:		Roll 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	<u>X</u> Contract	M___ S___ Kimmons	___	___
___ Application	___ Budget Amendment	M___ S___ Davis	___	___
___ Citizen	___ Legal Notice	M___ S___ Kyser	___	___
___ Consultant Report	<u>X</u> Other _____		Passed	Failed

ASSIGNMENT OF MANAGEMENT AGREEMENT

This Assignment of Management Agreement (hereinafter “Assignment”) is made and entered into this ____ day of _____, 2021, (the “Effective Date”) by and between The City of Moberly, Missouri (hereinafter “City”), Great Life Kansas City, LLC (hereinafter “Assignor”) and Great LIFE MidMO, LLC (hereinafter “Assignee” referred to collectively herein as the “Parties”).

WHEREAS, City and Assignor entered into a Golf Course Management Agreement/Heritage Hills Golf Course, attached hereto and incorporated herein, on the 13th day of March, 2019 (hereinafter the “Agreement”)

WHEREAS, the Parties desire that Assignor assign its interests, rights and obligations under the Agreement and that Assignee assume such interests, rights and obligations under the Agreement pursuant to the terms of this Assignment.

THE PARTIES hereby agree as follows:

ASSIGNMENT. Assignor hereby assigns and Assignee hereby assumes all the contractual and management responsibilities and agreements undertaken by Great Life Kansas City, LLC, in the attached Agreement and City hereby consents to said assignment as of the Effective Date.

DEFAULT BY ASSIGNEE. In the event Assignee should default, as provided in Section 9 of the Agreement, in the performance of its assumed obligations then City, in addition to the default provisions of the Agreement, shall have the right to demand that Assignor resume performance of the Agreement. Such a demand by City shall be in writing giving at least thirty (30) days’ notice to Assignor to resume performance. Upon such notice Assignor agrees to resume performance of the Agreement for the original term of the Agreement.

RECISSION BY CITY. City is hereby granted the right to rescind this Assignment, with or without cause upon its own volition, at least one year after the Effective Date herein by giving Assignor and Assignee at least sixty (60) days’ written notice of such recission. Upon such recission Assignor agrees to resume performance of the Agreement or to terminate the Agreement pursuant to the following provision.

TERMINATION. In the event City rescinds this Assignment as provided herein and Assignor chooses not to resume performance of the Agreement then Assignor may terminate the Agreement and the Parties shall abide by the Transfer Upon Termination provisions of Section 11 of the Agreement to wind up operations under the Agreement.

MISCELLANEOUS PROVISIONS.

- (a) *Notices.* Whenever notice is called for in this Assignment to be given or is otherwise given, such notice shall be in writing and addressed to the addressee set forth below:

If to the City:

Brian Crane
101 West Reed Street
Moberly, Missouri 65270

If to the Assignor:

Jason Farrant
913 SE 29th Street
Topeka, KS 66605

with a copy to:

Bret Klausman
bklausman@midwest_health.com

If to the Assignee:

Bryan Minnis
5757 East Eagle Knoll Drive
Hartsburg, Missouri 65039

(b) *Further Assistance.* The Parties to this Assignment each agree to take such actions and execute such documents and instruments, all as may be reasonably necessary or appropriate to carry out the terms, provisions and intent of this Assignment and to aid and assist each other in carrying out said terms, provisions and intent.

(c) *Choice of Law.* This Assignment and its performance shall be deemed to have been fully executed, made by the Parties in, and governed by and construed in accordance with the laws of the State of Missouri applicable to contracts made and to be performed wholly within such state, without regard to choice of laws provisions. The Parties hereto each agree that any action at law, suit in equity, or other judicial proceeding arising out of this Assignment 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) *Entire Agreement.* The Parties hereto agree that this Assignment and the attached Agreement shall constitute the entire agreement among the parties and no other agreements or representations other than those contained in this Agreement have been made by the Parties. The failure of any party hereto to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Assignment to be performed or observed by another party shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

(e) *No Waiver of Sovereign Immunity; Personal Liability.* Nothing in this Assignment shall be construed or deemed to constitute a waiver of the City's sovereign immunity. No official, officer, agent, attorney, employee or representative of the City shall be personally liable to any other party in the event of any breach under this Assignment.

(f) *Binding Effect.* Except as otherwise expressly provided in this Assignment, the covenants, conditions and agreements contained in this Assignment shall bind and inure to the benefit of the named parties hereto and their respective successors and permitted assigns.

(g) *Execution; Counterparts.* Each person executing this Assignment in a representative capacity warrants and represents that he or she has authority to do so, and upon request by another party, proof of such authority will be furnished to the requesting party. This Assignment may be executed at different times and in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and the same instrument, binding on the parties hereto, notwithstanding that all of the parties may not have executed the same counterpart. In proving this Assignment, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the day and year first above written.

CITY OF MOBERLY, MISSOURI

By: _____
Brian Crane, City Manager

ATTEST:

Shannon Hance, City Clerk

GREAT LIFE KANSAS CITY, LLC

By: _____
Bret Klausman

GREAT LIFE MIDMO, LLC

By: _____
Bryan Minnis

GOLF COURSE MANAGEMENT AGREEMENT

HERITAGE HILLS GOLF COURSE

This Golf Course Management Agreement (the "Agreement") is made and entered into as of the 13 day of March, 2019, by and between the City of Moberly, Missouri (the "City") and Great Life Kansas City, LLC, a Missouri limited liability company, ("GreatLIFE").

Recitals

1. The Moberly, Missouri Public Building Corporation (the "corporation") holds nominal legal title to an eighteen-hole golf course facility known as Heritage Hills Golf Course (the "Facility") which includes a clubhouse, pro shop, maintenance building, parking lot, grounds and appurtenances. The corporation entered into a Management and Operating Agreement with the City on February 19, 2019 in which the City agreed to manage and operate the facility.
2. GreatLIFE is a professional golf course, fitness, and recreation management company whose principals have experience and expertise related to golf course, fitness, and recreation management and promotion.
3. The City desires to retain GreatLIFE to manage and operate the Facility on behalf of the City pursuant to the terms and conditions of this Agreement.

Agreement

The parties agree as follows:

1. **TERM OF AGREEMENT.** The term of this Agreement shall begin 12:00 a.m. on April 1, 2019 (the "Start Date") and end at 11:59 p.m. on March 31, 2024, subject to the termination provisions stated herein. If on or before the expiration of the original term of this Agreement, the parties shall agree to mutually acceptable terms for a new Schedule of Fixed and Contingent Management Fees, then this Agreement shall be extended for an additional one year, and all terms and conditions of the Agreement, other than the terms and conditions set forth in paragraph 7. c. or otherwise agreed upon shall remain as set forth herein. In no event shall the term of the Agreement exceed six (6) years.
 - a. **Appropriation.** This Agreement is specifically conditioned upon an annual appropriation by City and in the event that the City shall, in its sole and exclusive discretion, determine not to make an annual appropriation of funds necessary for this Agreement, then this Agreement shall terminate and be null and void as of the last day of the fiscal year for which the golf course operation was funded. In the even this Agreement is terminated for non-appropriation of funds then City shall pay GreatLIFE its applicable Monthly Management Fee for three months thereafter, provided that such three-month period remains within the term of this Agreement.
 - b. **Sale of facility.** In the event that the City shall enter into a written contract with another to sell the Facility or the real estate upon which the facility is located, then the City shall give GreatLIFE notice of the same and intended date of closing the sale within seven (7) calendar days of its complete execution and this Agreement shall

terminate upon the closing of the sale of the facility or real estate. In such event there shall be no payment of termination or cancellation fees, only liability for fees earned for services performed prior to termination.

- 2. MANAGEMENT SERVICES.** During the term of this Agreement, GreatLIFE shall operate the Facility, which shall include, but not be limited to, the processing of refunds to existing members of the Heritage Hills Golf Course as of the date of this Agreement or converting existing members to current membership status, the collection and disbursement of all revenues (as described in section 3, below), the employment of all Facility employees, the promotion and management of the golf course, the purchase and sale of food, beverages, merchandise, supplies and services, the purchase and maintenance of insurance coverage for its operations and equipment, the handling of disputes with third parties, the collection and payment of all appropriate taxes, the securing of all appropriate licenses, permits and approvals and the performance of all other day-to-day activities related to the facility. With respect to the operation of the facility, the parties agree as follows:

- a. City authorization. The City hereby grants and delegates to GreatLIFE the authority and the responsibility necessary to permit GreatLIFE to perform its duties under this Agreement and agrees to take such additional steps as are necessary to authorize such delegation as may be reasonably requested from time to time. City grants to GreatLIFE the exclusive right to manage the Facility according to the terms of this Agreement for the term of this Agreement.
- b. Major expenditures. GreatLIFE shall submit any proposal for major expenditures or capital improvements for the Facility to the City prior to July 1, each year. GreatLIFE shall secure City's prior approval for all expenditures in which the anticipated cost is in excess of \$5,000.00.
- c. Operating guidelines. GreatLIFE shall develop a set of written guidelines ("Operational Guidelines") for the Facility. The Operational Guidelines shall include information necessary for the operation of the Facility, including but not limited to, pricing of membership fees, cart fees, daily greens fees, clubhouse rental fees, operation and maintenance of the golf course, the maintenance facility, the clubhouse, the pro shop, the days and hours of operation and other policies relating to the operation of the Facility. Upon development of the Operational Guidelines, same shall be submitted to the City for approval and shall become effective upon approval by City, which approval shall not be unreasonable withheld or delayed.
- d. Annual budget. The City's fiscal year runs from July 1 to June 30. Not later than May 1 of each year during the term of this Agreement, GreatLIFE shall submit a proposed operating budget (the "proposed annual budget") to City for the City's next fiscal year. The proposed annual budget shall include a statement of all anticipated revenue, operating expenses and capital expenses. City shall approve or reject the proposed annual budget by July 1, annually. City shall specify, in writing, the basis for any rejected item in the proposed annual budget. In the event that the parties are unable to reach agreement on the annual budget, then either party may notify the other of their intent to terminate and this Agreement shall terminate on the last day of the term for which there was a budget approved by the City. In such event GreatLIFE shall be compensated as described in Section 1. a. above.
- e. Promotion. GreatLIFE shall coordinate with City for all work done in promotion, advertisement and public relations for the Facility. GreatLIFE shall coordinate the

creation or modification of graphics, logos and other visual materials for letterheads, envelopes, temporary and permanent signs, brochures, information profiles, progress reports, press releases, digital media, website, and bulletins. GreatLIFE will use reasonable efforts (as provided for in annual budgets) to assure that the Facility will be favorably presented in print and communications media. All materials or items developed pursuant to this subsection shall be the exclusive property of the City and shall be approved by a city representative prior to dissemination.

- f. Facility personnel. GreatLIFE shall hire all staff employed at the Facility. Staff may include all personnel which, in the discretion of GreatLIFE, are necessary and may include on-site management, golf professional staff, assistant golf professional staff, golf course superintendents, food and beverage staff, house and grounds maintenance personnel, janitorial staff and others necessary for the efficient operation of the Facility. The city shall have the right to approve the selection or removal of the golf course head professional, general manager, and golf course superintendent, such approval not to be unreasonably withheld or delayed. All Facility personnel shall be hired by and be employees of GreatLIFE, except that GreatLIFE may, in its discretion, elect to use independent contractors rather than employees for routine service needs. Upon termination of this Agreement GreatLIFE consents to City offering employment to GreatLIFE employees at the Facility.
- g. Food, beverage and merchandise. To the extent permitted by law, City shall permit the sale of food, beer, wine and liquor at the Facility. GreatLIFE shall apply for and obtain required State and local licenses, permits and approvals. City shall cooperate and assist with GreatLIFE in seeking such licenses, permits and approvals. GreatLIFE shall comply with all laws relating to the sale of alcoholic beverages. GreatLIFE shall determine the pricing for all food, beverages and merchandise sold at the Facility.
- h. Vendor contract. City will transfer and GreatLIFE shall assume responsibility for all existing vendor contracts in existence at Facility upon execution of this Agreement as are included on Exhibit 1, attached hereto and made a part hereof.

3. REVENUES, EXPENSES, APPROVED CAPITAL EXPENDITURES & APPROVE RESERVES.

- a. Revenues. "Revenues" shall mean all cash receipts of any kind from operation of the Facility, including, but not limited to, membership fees, greens fees, cart rentals, clubhouse rentals, tournament fees, and proceeds from the sale of food, beverage and merchandise. Revenues shall not include fees collected for golf lessons if the fees are paid directly to the professional providing such lessons. City may use the Facilities to conduct events and activities and any fees paid by City to GreatLIFE for such activities shall be included as "Revenues." Utility reimbursements, tax collections, Advances from City pursuant to Section 4, below, insurance proceeds, gifts or charitable contributions made to the Facility shall not be included in the calculation of "Revenues."
- b. Expenses. "Expenses" shall mean all necessary, reasonable and ordinary cash expenditures included in GreatLIFE's annual budget and approved by City and incurred in connection with the Facilities, including but not limited to:
 - Payroll, payroll taxes, employee benefits (including without limitation, insurance, health and welfare benefits), unemployment insurance and taxes, and sales, rental

and other taxes and governmental fees and charges assessed against the Facility operations;

- Payments for food, beverage, merchandise and supplies;
 - Insurance costs for insurance coverage specified in Section 13, below, and approved in the annual budget;
 - Payments for advertising and promotion of the Facilities as approved in the annual budget;
 - Acquisition costs, lease payments, and debt service payments for the Facility, equipment, furniture, fixtures and other capital items as included in the annual budget;
 - License fees, dues and subscriptions;
 - Expenses of hiring and training personnel, except expenses of training GreatLIFE management personnel;
 - Costs of maintaining and improving the golf course, pro shop, and other assets of the Facility;
 - Fees of outside consultants and third-party contractors retained by GreatLIFE in connection with the operation of the Facility, such as accountants, attorneys, tax advisers, and marketing public relations consultants, if approved in advance by City;
 - Management Fees (as defined in Section 7, below) paid to GreatLIFE in accordance with this Agreement, including the Fixed Management Fee;
 - Expenses associated with an annual audit of the Facility by a City designated auditor; and
 - Expenses not specifically authorized by the annual budget, but which are approved in advance by the City.
- c. **Approved Capital Expenditures.** "Approved Capital Expenditures" shall mean all cash payments for equipment, furniture, fixtures, Facility improvements or other capital items approved by City, which approval shall be included in the annual budget or other separate form of approval.
- d. **Approved Reserves.** "Approved Reserves" shall mean the amount of cash approved by City to be held by GreatLIFE for future operations of the Facility.

4. ADVANCES FROM CITY. If at any time the Approved Reserves and Revenues from the operation of the Facility are not sufficient to meet the Expenses or Approved Capital Expenditures as they become due, City shall advance, unless such advance is prohibited by law, to GreatLIFE the amount of cash necessary to meet such obligations (such amount being referred to as an "Advance"). Such Advances may require a budget amendment on the part of the City or the City Park Board.

5. BANK ACCOUNTS. All Revenues, Advances and Approved Reserves shall be held by GreatLIFE in a local bank account separate and apart from any other business operations of GreatLIFE Kansas City, LLC and titled in the name of Heritage Hills Golf Course. At no time shall any funds held by GreatLIFE for operations of the facility be comingled with or deposited with any other funds or accounts of any other business operated by GreatLIFE. Money will only be withdrawn from the Heritage Hills Golf Course account to make

payments for Approved Capital Expenditures and Expenses as set forth in this Agreement. GreatLIFE shall not purchase goods or services from an entity affiliated with GreatLIFE unless such purchase is on terms reasonably competitive with terms available from non-affiliated sources. GreatLIFE shall provide City with monthly bank statements for all Facility operations. If possible GreatLIFE shall also provide City access to the bank account via the internet so that City may, without notice, review transaction activity on the account.

6. **CASH ON HAND.** GreatLIFE shall only keep enough cash on hand at the Facility to provide for anticipated daily needs and will in no event have more than One thousand Dollars (\$1,000.00) at the Facility at any one time. All cash on hand shall be deposited daily at the close of business in the Heritage Hills Golf Course bank account maintained by GreatLIFE.

7. **MANAGEMENT FEES.** In exchange for services rendered by GreatLIFE under this Agreement, GreatLIFE shall be paid from the bank account described in Section 5, above, a Fixed Management Fee and a Contingent Management Fee as provided for hereafter. If on any date when any of the foregoing Fees is owing to GreatLIFE and the Facility bank account contains insufficient funds to pay GreatLIFE the amounts owing, City, unless prohibited by law, shall make an Advance in described in Section 4, above in an amount to cover the Fee due.
 - a. **Fixed Management Fee.** A "Fixed Management Fee" shall be paid to GreatLIFE for each month this Agreement is in effect in the applicable amount described in subsection 7. c. For any partial month, the Fixed Management Fee shall be prorated. The Fixed Management Fee shall be due and payable on the first day of each month beginning April 1, 2019.
 - b. **Contingent Management Fee.** A "Contingent Management Fee" shall accrue and be payable to GreatLIFE at the end of the first month following a fiscal year (City fiscal year) in which Revenues equal or exceed Revenues Base set forth in subsection 7. c., provided, however, that no such Fee shall be due and owing unless and until the City has received the audited financial statements referenced in Section 8, hereof, and as hereinafter provided. Within thirty (30) days of receipt of the unaudited annual financial statements for the Facility that are in form and substance satisfactory to the City, said City will make a provisional payment of the Contingent Management Fee equal to seventy-five percent (75%) of the Contingent Management Fee as calculated based upon the unaudited financial statements. Upon receipt of the audited financial statements for the Facility, the Contingent Management Fee will be recalculated based upon the audited financial statements, and the balance paid or refunded as the case may be. If the City does not exercise its option to conduct an audit of the Facility annual financial statements, then the balance of the Contingent Management Fee shall be paid within thirty (30) days of the provisional payment. The amount of the Contingent Management Fee shall be determined by multiplying the Contingent Management Fee Percent set forth in subsection 7. c. by the amount by which Revenues for such year exceeds the Revenues Base for the applicable year as set forth in subsection 7. c. For purposes of determining the Contingent Management Fee,

“Revenues” shall mean the total sum of all Revenues generated by the operation of the Facility as specifically defined in Section 3.a. However, Revenue for purposes of this subsection shall not include interest, proceeds for the sale of major assets, insurance proceeds, owner subsidies or advances or other revenues not attributable to the operation of the Facility.

c. **Schedule of Fixed and Contingent Management Fees.**

Fiscal Year	Fixed Monthly Fee	Contingent Fee%	Revenues Base
2019	\$3,433	10%	\$510,000
2020	\$3,459	11%	\$520,000
2021	\$3,584	12%	\$530,000
2022	\$3,709	13.5%	\$540,000
2023 & Beyond	\$3,834	15%	\$550,000

If this Agreement is terminated prior to the end of any fiscal year (City fiscal year), for purposes of determining the Contingent Management Fee the dollar amount of Revenue Base for that year set forth above shall be adjusted downward, based upon reasonable proration, as determined by utilizing the monthly average of the preceding two fiscal years. If Revenues for any calendar year are less than Adjusted Revenues Base, City may, in City’s sole discretion, consent to the payment of all or any portion of the Contingent Management Fee for that period.

8. **ACCOUNTING.** GreatLIFE shall maintain books and records relating to the business activities of the Facility separate from its other books and records. GreatLIFE shall prepare an opening balance sheet listing assets and liabilities used or incurred in the operation of the Facility. Thereafter, GreatLIFE shall have monthly financial statements prepared which shall include unaudited balance sheets and income statements (each month’s records shall be referred to separately as the “Monthly Financial Statements”) prepared as if the operation of the Facility is a business entity separate from GreatLIFE and City. GreatLIFE shall deliver to owner a copy of each month’s Monthly Financial Statements by the twentieth day of the following month except where circumstances beyond the reasonable control of GreatLIFE delay delivery of such statements. City agrees that if the deadline set forth in the preceding sentence is impractical or impossible for GreatLIFE to meet, City shall agree to modify such requirements. In addition, GreatLIFE shall deliver to City, not later than July 1 of each year during the term of this Agreement, a copy of fiscal year-end financial statements for the Facility for the preceding fiscal year prepared in accordance with Generally Accepted Accounting Principles. At any time during the term of this Agreement and for three (3) years thereafter, City shall be entitled to inspect and make copies of the books and records of the Facilities maintained by GreatLIFE, and City may conduct a separate audit of the Facility and/or include the Facility within the audit of City conducted by City’s independent auditors, all Monthly Financial Statements and all annual financial statements. At Facility’s expense, GreatLIFE shall comply with City’s audit recommendations. Additionally, at the request of the City, GreatLIFE will provide any and all supporting documentation that substantiates the monthly/annual Financial Statements.

9. OWNER'S OPTION TO TERMINATE FOR DEFAULT. At any time during the term of this Agreement, City shall have the option of terminating this Agreement upon the occurrence of an event of Default, as defined in subsection 9. a. below. At any time during this Agreement, GreatLIFE shall have the option of terminating this Agreement for cause upon the occurrence of a material breach by City of any material term or provision of this Agreement, which breach remains uncured following notice and opportunity to cure as provided elsewhere in this Agreement.

- a. **Events of Default.** Any one or more of the following events shall, unless cured in accordance with subsection 9. b. below, constitute a default of this Agreement by GreatLIFE:
 - i. Any breach by GreatLIFE or City of the obligations under the terms of Section 5 of this Agreement;
 - ii. A discontinuance by GreatLIFE or City of its business or abandonment of its activities at the Facility;
 - iii. A material breach by GreatLIFE or City of any material term or provision of this Agreement; or
 - iv. The filing of a voluntary or involuntary action by GreatLIFE, City or its creditors seeking to declare it as bankrupt.
- b. **Cure.** GreatLIFE and City shall each have thirty (30) days after receipt of written notice from the other specifying the nature of its Default within which to cure such Default, or such longer period of time as may be reasonably required to cure such Default, provided that the party promptly commences the remedying of such Default and is continuing diligently to complete such cure. GreatLIFE will not discontinue performing services under this Agreement in the event that City disputes, in good faith, that it is in Default until the parties have resolved the dispute.
- c. **Exercise of Termination Option.** In the event of a Default, the City may terminate this Agreement upon expiration of the cure period described above by giving GreatLIFE written notice of its election to terminate this Agreement, provided that GreatLIFE has not timely cured the Default. Should Termination Option be exercised, City would pay to GreatLIFE the Management Fee and Contingent Fee through the date of termination less damages caused by the breach. For purposes of this subsection, the date of termination is the date specified by City in its notice to GreatLIFE. In the event of a Default by City, GreatLIFE may terminate this agreement upon expiration of the cure Period described above by giving City written notice of its election to terminate this agreement, provided that City has not timely cured the Default, or is not diligently attempting to cure said default.

10. OPTION OF EARLY TERMINATION. City shall have the option to terminate this Agreement if any of the following occur without City's approval: (1) GreatLIFE or substantially all of its assets are sold without City's prior consent; (2) GreatLIFE's management team or executive officers significantly change; (3) there is a change in control of GreatLIFE or City finds evidence of fraud or defalcation of its funds or assets by employees or agents of GreatLIFE. City may exercise the option for a period of six (6)

months after receipt of notice that the respective event has occurred by notifying GreatLIFE in writing. Unless otherwise agreed by the parties, the effective date of termination shall be thirty (30) days from the date City give notice to GreatLIFE except for evidence of theft of defalcation, in which City's Notice may be immediate. Early termination shall not absolve the parties from any obligations of accounting and reimbursement for actions occurring prior to termination.

- a. **City's Asset Purchase Sale Agreement with Heritage Hills Golf Course, LLC,** provides the City with a six (6) month period following closing (set for 4/1/19) of the agreement to rescind the agreement in City's sole and absolute discretion. Should City elect to rescind its agreement with Heritage Hills Golf Course, LLC then this Agreement shall also be terminated. Upon rescission under this provision the City agrees to continue payment of GreatLIFE's monthly management fee until March 31, 2020. City shall also assist GreatLIFE in closing down its management operation of the Facility during the transition from City ownership back to ownership of the Facility by Heritage Hills Golf Course, LLC.

11. TRANSFER UPON TERMINATION. Upon termination of this Agreement, GreatLIFE shall immediately transfer and assign to City any and all interest of GreatLIFE in the Facility if any, including the assets set forth in subsection 11. a. below, and City shall assume and agree in writing to indemnify GreatLIFE against all liabilities set forth subsection 11. b. below, and any existing obligations and liabilities relating to the Facility authorized by the annual budget or approved by City. However, City shall have no obligation to indemnify GreatLIFE for tort liabilities or other claims against GreatLIFE that result from the negligence, intentional malfeasance, gross negligence or other misconduct of GreatLIFE or its agents.

- a. **Assets to be transferred.** Assets to be transferred and assigned to City shall include, but not be limited to, all of GreatLIFE's right, title and interest in and to any of the following arising out of activities of the Facility or purchased by GreatLIFE from Advances from City or Revenues of the Facility (other than insurance proceeds relating to liabilities not required to be assumed by City, which proceeds will be assigned by City to GreatLIFE):
 - i. Cash in all Facility Accounts;
 - ii. Accounts Receivable;
 - iv. Inventories of merchandise, food, beverages and supplies;
 - v. All equipment, furniture and fixtures;
 - vi. Prepaid accounts and deposits;
 - vii. Contract Rights;
 - viii. Trade names;
 - ix. Books and records relating to the Facility;
 - x. Goodwill; and
 - xi. Operational guidelines and procedures.
- b. **Liabilities assumed by City.** Liabilities City shall assume, or against which City shall indemnify GreatLIFE, shall be all debts and other contractual obligations arising out of the operation of the Facility. Provided however, City shall have no obligation to indemnify GreatLIFE for a debt or contractual obligation incurred by GreatLIFE that was not authorized under the terms of this Agreement.

- c. Closing. The rights and responsibilities of management of the Facility shall transfer to City on the effective date of any termination of this Agreement unless the parties agree otherwise.

12. WAIVER, INDEMNITY AND HOLD HARMLESS.

- a. Waiver. The Parties agree that GreatLIFE is not an agent or employer of City, and all activities of GreatLIFE relating to the facility shall be in GreatLIFE's capacity as a Independent Contractor to City. GreatLIFE hereby waives any cause of action or claim for damages it may have against the City, its agents, servants, elected officials or employees as a result of operating the Facility except for any claims what may arise as a breach of this Agreement.
- b. Indemnity and Hold Harmless. GreatLIFE shall defend, indemnify and hold harmless the City from all damages, injuries, claims and lawsuits arising from operations of the Facility and the actions of its employees, agents and contractors in operating the Facility. GreatLIFE shall bear all expenses of any litigation as well as any damages or attorneys fees that may arise as a result of any action brought against the City arising out of operations of the Facility during the term of this Agreement.
- c. GreatLIFE and City shall provide each other with prompt written notice of any claims arising from operations of the Facility.

13. INSURANCE. As an expense of the Facility, GreatLIFE shall obtain insurance of the types and in the amounts set forth below from an insurer licensed to do business in the State of Missouri. GreatLIFE shall furnish to City certificates of insurance or copies of policies, evidencing the required insurance, on or before April 1, 2019, and thereafter shall furnish new certificates upon request.

- a. General Liability. GreatLIFE shall procure and maintain as an expense of the facility during the duration of this Agreement, insurance against claims for injury or death to persons or damages to property that may arise from or in connection with the operation of the Facility. Such general liability insurance shall provide limits of no less than \$2,000,000 per occurrence or \$3,000,000 combined and shall include the following endorsements:
 - i. City of Moberly, Missouri and its City Council, its officers, officials and employees are covered as additional insureds;
 - ii. GreatLIFE's general liability insurance shall be primary as respects the City of Moberly, Missouri its City Council, its officers, officials and employees. Any insurance maintained by the City shall be excess of GreatLIFE's insurance and shall not contribute to it.
- b. Workers Compensation and Employer's Liability coverage for employees of GreatLIFE employed at the Facility in amounts required by law. Employer's Liability shall not be less than:
 - i. Bodily Injury by accident \$1,000,000 each accident

Bodily Injury by disease	\$1,000,000 policy limit
Bodily Injury by disease	\$1,000,000 each employee

- c. Comprehensive Automobile Liability for vehicles used only for operation of the Facility to include coverage for a) owned/leased vehicles, b) non-owned vehicles and c) hired vehicles. Limits of \$1,000,000 Liability for Bodily Injury and/or Property Damage.
- d. Commercial crime coverage to include:

Forgery or alteration	\$25,000	\$1,000 ded.
Theft, Disappearance & Destruction	\$15,000	\$100 ded.
Employee Dishonesty		
Per Loss	\$300,000	\$10,000 ded.

14. ENVIRONMENTAL/WATER MANAGEMENT. A three-cell wastewater lagoon system serves Heritage Hills Golf Course and the Clubhouse. The lagoon is permitted by the Missouri Department of Natural Resources. The permit requires monitoring of effluent for environmental compliance. City shall be responsible for all compliance measures as may be required or necessary for continuance of the permit. GreatLIFE agrees to cooperate and/or assist, as requested by City, in performing monitoring or maintenance of the lagoon as part of the maintenance of the golf course property.

15. COVENANT OF COOPERATION. GreatLIFE shall provide City with prompt written notice of any material injuries suffered at the Facility, significant complaints in reference to service or conditions, whether written or otherwise, about the Facility or its management, and actual or anticipated disputes with or claims by third parties, including, but not limited to, adjacent landowners. GreatLIFE further covenants to cooperate with City in resolving any such complaints, disputes or claims and City covenants to cooperate with GreatLIFE in resolving any such complaints, disputes or claims.

16. CITY'S REPRESENTATIONS AND WARRANTIES. To induce GreatLIFE to enter into this Agreement, City makes the following representations and warranties to GreatLIFE:

- a. Each of the Recitals set forth in this Agreement are true and correct.
- b. City has the power and authority and legal right to enter into and perform this Agreement. The officers of City executing this Agreement are duly and properly in office and fully authorized to execute this Agreement based upon a Resolution of the City's City Council. This Agreement, when duly executed, ratified and delivered by the City, shall create a valid and binding obligation on the part of City, enforceable against City in accordance with its terms.

17. GREATLIFE'S REPRESENTATIONS AND WARRANTIES. To induce City to enter into this Agreement, GreatLIFE makes the following representations and warranties to City:

- a. Each of the Recitals set forth in this Agreement are true and correct.
- b. GreatLIFE Kansas City, LLC is a duly organized and validly existing company in good standing under the laws of the State of Missouri. Its signatory hereto is authorized to execute this Agreement on behalf of the LLC.
- c. GreatLIFE has full power and authority and all legal rights to enter into and perform this Agreement and any other agreement referred to herein or contemplated by this Agreement. This Agreement, when duly executed and delivered by the parties hereto, shall create a valid and binding obligation on the part of GreatLIFE, enforceable against GreatLIFE in accordance with its terms.
- d. GreatLIFE has sufficient knowledge, training, expertise, skill and resources to enable it to operate the Facility in a competent and prudent business manner.
- e. During the term of this Agreement, GreatLIFE warrants that it will prevent the introduction of any hazardous substances or materials into the Facility, whether contained in barrels, tanks, equipment or other containers deposited or located in land, water, sumps or any other part of the Facility or incorporated into any structure on the Facility. GreatLIFE will hold City harmless from and indemnify City from any damages and expenses which City may incur as a result of GreatLIFE's failure to comply with this warranty. City acknowledges that some substances necessary for performance of this Agreement may be deemed "hazardous." City agrees that the warranty provided herein shall not apply to such necessary substances, provided that GreatLIFE uses the manufacturer's recommended care and application instructions.

18. CITY'S EQUIPMENT AND PROPERTY. Attached hereto and incorporated herein as Exhibit 2 is an inventory of equipment and property in existence at the Facility provided by the City to GreatLIFE for use at the Facility. The City owns the personal property included in Exhibit 2. GreatLIFE does not assume any ownership interest in the personal property by entering into this Agreement and agrees to account for all the property in the event this Agreement is terminated or upon request by the City.

- a. In the event GreatLIFE desires to temporarily use City property at another of GreatLIFE's golf course facilities, GreatLIFE shall obtain the City's written permission to do so. GreatLIFE warrants that the equipment shall be returned to the Facility in the same condition and agrees to repair the equipment if damaged while being used at another location. Any cost of repair will not be an Expense of the Facility and will paid for by GreatLIFE.

19. RELATIONSHIP OF THE PARTIES. The Relationship between City and GreatLIFE shall be and at all time remain that of client and Independent Contractor, respectively. Neither party shall be construed or held to be a partner, limited partner, associate or agent of the other, or be joint ventures with the other. Neither GreatLIFE nor City shall be authorized by the other to contract any debt, liability or obligation for or on behalf of the other.

20. CONFIDENTIALITY. Each party agrees that GreatLIFE will provide its knowledge and advice concerning marketing, equipment, financial models, membership retention and other expertise to the City ("Proprietary Information"). Except as expressly allowed herein, the City will hold in confidence and not use or disclose any Proprietary Information of GreatLIFE and shall take reasonable protective measures to insure same. GreatLIFE understands and acknowledges that City is a public body subject to the Open Records ("Sunshine Law") law of the State of Missouri. If City believes it is required to disclose protected information pursuant to a Sunshine Law request, then it shall notify GreatLIFE of the request. GreatLIFE shall then be responsible for seeking any judicial order to prohibit disclosure.

- a. The following information is not considered to be Proprietary Information:
 - i. Information which has become readily publicly available without restriction through no fault of the City or its employees or agents;
 - ii. Information received from a third party lawfully in possession of such information and lawfully empowered to disclose such information;
 - iii. Information rightfully in the possession of the City without restriction prior to its disclosure by the City;
 - iv. Information that was independently developed by employees or consultants of the City without access to such Proprietary Information; or
 - v. Information required to be disclosed by law.
- b. If City breaches its obligation with respect to confidentiality, or if such a breach is likely to occur, then GreatLIFE shall be entitled to equitable relief, including specific performance or an injunction, in addition to any other rights or remedies, including money damages, provided by law.
- c. The obligation to keep Proprietary Information confidential shall continue indefinitely during the term and following termination of this Agreement.

21. GOVERNANCE. The parties agree to attempt informal dispute resolution before proceeding with further action. Specifically, should either party believe that a dispute has arisen, then that party shall meet and confer with a designated representative of the other party.

22. NOTICES. Except as otherwise specifically provided herein, any and all notices required or permitted under this Agreement shall be in writing and shall be deemed delivered upon personal delivery or upon mailing thereof when properly addressed and deposited in the United States Mail, first-class postage prepaid, registered or certified mail, or when properly addressed upon deposit with Federal Express, Express Mail or other overnight courier service. Notices shall be properly addressed if addressed to the parties as follows:

If to the City:	Brian Crane City Manager 101 West Reed Street Moberly, MO 65270
-----------------	--

If to GreatLIFE: Bryan Minnis
 Chief Operating Officer
 8200 Hillcrest Road
 Kansas City, MO 64132

Addresses for notices may be changed by written notice given to the other party as provided above.

23. **FURTHER ACTS AND COMPETITION.** Each party to this Agreement agrees to execute and deliver all documents and instruments and to perform all further acts and to take any and all further steps that may be reasonably necessary to carry out the provisions of this Agreement and the transactions contemplated herein. During the term of this Agreement GreatLIFE will not directly or indirectly invest in nor provide services, whether or not for fees or other consideration, to another entity that owns or operates a golf course located in Randolph County, Missouri, unless agreed to in writing by the parties hereto.
24. **SECTION HEADINGS.** The Section heading in this Agreement are for convenience of reference only and shall in no way define, limit, extend or interpret the scope of this Agreement or of any particular section contained herein.
25. **INTERPRETATION.** Unless the context requires otherwise, works used in the singular number shall include the plural and vice-versa; words used in the masculine shall include the feminine and vice-versa.
26. **AMENDMENTS AND WAIVERS.** This Agreement shall be modified only by written instrument executed by the parties hereto. Any waiver of any provision of this Agreement shall be made in writing executed by the party who could demand fulfillment of such waived provision.
27. **ASSIGNMENT.** This Agreement shall not be assigned by GreatLIFE without the express written consent of the City.
28. **SUCCESSORS AND ASSIGNS.** The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
29. **GOVERNING LAW AND VENUE.** The Agreement shall be construed under and in accordance with the laws of the State of Missouri and the parties hereby consent to jurisdiction and venue of any legal dispute in the Circuit Court of Randolph County, Missouri.
30. **COUNTERPARTS.** This Agreement and all amendments and supplements to it may be executed in counterparts and all such counterparts shall constitute one agreement binding on both of the parties.
31. **SEVERABILITY.** Should one or more provisions of this Agreement be determined to be illegal or unenforceable, the other provisions nonetheless shall remain in full force and effect.

The illegal or unenforceable provision or provisions shall be deemed amended to conform to applicable laws so as to be valid and enforceable if such an amendment would not materially alter the intention of the parties.

32. ENTIRE AGREEMENT. This Agreement together with the attached Exhibits constitutes the entire agreement between the parties concerning the subject matter of this Agreement, and supersedes all prior agreements, arrangements, understanding, restrictions, representations or warranties, whether oral or written, between the parties relating to the subject matter of this Agreement.


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

CITY OF MOBERLY, MISSOURI

By: 

Jerry Jeffrey, Mayor
101 West Reed Street
Moberly, Missouri 65270

ATTEST:



Kay Galloway, City Clerk

GREAT LIFE KANSAS CITY, LLC

By: 

Bryan Mannis
Chief Operating Officer
8200 Hillcrest Road
Kansas City, Missouri 64132

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #4.

Department: Comm. Dev.

Date: March 1, 2021

Agenda Item: An application submitted by Bradley Kennedy for a re-zoning of 410 Johnson Street and 500 Franklin Street from an B-2H (Central Business District/Historic Overlay) to an R-2 (Two-Family Residential District).

Summary: The Planning & Zoning Commission recommended approval for the request of the re-zoning of 410 Johnson St. and 500 Franklin St.

Recommended Action: Bring forward to the March 15, 2021 regular City Council meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

City of *Moberly!*

Memorandum

To: Planning and Zoning Commission

From: Planning Staff

Subject: AGENDA ITEM NO. 1

Meeting: February 22, 2021

Public Hearing to consider:

Public Hearing for a request submitted by Bradley Kennedy for a zoning change from a B-2 H (Central Business District / Historical overlay) to R-2 (Two-family Residential) for the properties know as 500 Franklin St and 410 Johnson St.

Report #1:

The property is currently owned by Martin Concrete and is under contract to Bradley Kennedy, Bob Martin has given his consent to change the current zoning. The combined properties are approximately 140' X 125' or 17,500 square feet. The proposed change will allow for the construction of single-family residences.

The property bordered on the North by Ameren UE storage yard, (M-1) to the West is an old abandoned grocery store, (B-2 H) to the South is nonconforming residences, (B-2 H) and to the East is an existing Church. (B-2 H)

The Future land use map of the City comprehensive plan shows this property as Central Business District use.

City Staff review: Based on recent housing study and the demand for more multi-family residential structures City staff is recommending to change the parcel to an R-3 (Multifamily Dwelling District) along with this we will be recommending to change the remaining block around this parcel to an R-3 in March, along with the South half of the 500 Block of Johnson St. creating a transitional area between the down town district and the residential districts.

Respectfully submitted Rick Ridgway

CITY OF MOBERLY, MISSOURI REZONING APPLICATION

Return Form to:

Zoning Administrator

City of Moberly

101 West Reed Street

Moberly, MO 65270-1551

(660) 263-4420

(660) 263-9398 (fax)

For Office Use OnlyDeposit: \$ 150.00

Date Advertised: _____

Date Notices Sent: _____

Public Hearing Date: _____

APPLICANT INFORMATION:Applicant: Bradley KennedyPhone: 573 239-1125Address: 22331 W. Everett Carr, Clark MoZip: 65243Owner: Bob Martin

Phone: _____

Address: _____

Zip: _____

PROPERTY INFORMATION:Street Address or General Location of Property: 500 Franklin StProperty is Located In (Legal Description): Trimbles 1st Add to Moberly, lots 1 & 2, Block 1 and all of tract 40 & the W 30' of N 125' of tract 42Present Zoning: B-2Requested Zoning: R-2Acreage: .41Present Use of Property: vacant lotCharacter of the Neighborhood: mixed residential and business

SURROUNDING LAND USE AND ZONING:

	<u>Land Use</u>	<u>Zoning</u>
North	<u>Ameren storage lot</u>	<u>M-1</u>
South	<u>residential</u>	<u>B-2</u>
East	<u>church</u>	<u>B-2</u>
West	<u>commercial</u>	<u>B-2</u>

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would the proposed change create a small, isolated district unrelated to surrounding districts?
 Yes _____ No ☒

If yes, explain: _____

2. Are there substantial reasons why the property cannot be used in accordance with existing zoning?
 Yes ☒ No _____

If yes, explain: _____

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Is the proposed change consistent with the goals, objectives and policies set forth in the Comprehensive Plan?
 Yes _____ No _____

2. Is the proposed change consistent with the Future Land Use Map?
 Yes _____ No _____

TRAFFIC CONDITIONS:

1. Identify the street(s) with access to the property: CORNER OF JOHNSON & FRANKLIN ST.

2. Identify the classification of those street(s) as Arterial, Collector or Local and each Right-of-Way width:

Street Name	Classification	Right-of-Way Width
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____	_____	_____
_____	_____	_____
_____	_____	_____

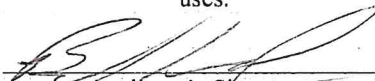
3. Will turning movements caused by the proposed use create an undue traffic hazard?
 Yes _____ No ☒

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

- | | | | |
|----|-------------------------------------|---------------|--------------|
| 1. | Appropriately Sized Lots? | Yes <u>✓</u> | No <u> </u> |
| 2. | Properly Sized Street Right-of-Way? | Yes <u>✓</u> | No <u> </u> |
| 3. | Drainage Easements? | Yes <u> </u> | No <u>✓</u> |
| 4. | Utility Easements: | | |
| | Electricity? | Yes <u>✓</u> | No <u> </u> |
| | Gas? | Yes <u>✓</u> | No <u> </u> |
| | Sewers? | Yes <u>✓</u> | No <u> </u> |
| | Water? | Yes <u>✓</u> | No <u> </u> |
| 5. | Additional Comments: _____ | | |

UNIQUE CHARACTERISTICS OF PROPERTY AND ADDITIONAL COMMENTS:**THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:**

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Moberly.
3. Certified list of property owners within:
 - A. 185 feet of the property if the proposed PD is located within the city's municipal boundaries;
 - B. 1,000 feet of the property if the proposed PD is adjacent to the city's corporate limits.
4. If the proposed zoning requires a special use permit, the rezoning application shall be accompanied by a special use permit application defining the specifically requested use or list of uses.


Applicant's Signature

2-2-21
Date

2/2/1

500 Franklin St & 410 Johnson St:

By requesting a zoning change from B-2 H to R-2 it will allow for the construction of single-family homes. With the current neighbor mixed with run down residential and commercial properties this would improve the area. It should not have any effect on traffic in the area and will help with the cleanup of this part of town.

Thank you for your consideration,

Moberly, MO



Legend

- Roads
- Corporate Limit
- Parcel
- Original Lot
- Stream
- Subdivision
- Lots
- South Ridge Lot Line
- Zoning
 - B-1
 - B-2/H
 - B-3
 - B-3(PD)
 - M-1
 - M-P
 - N-1
 - R-1
 - R-1(PD)
 - R-2
 - R-2(PD)
 - R-3
 - R-3(PD)

Notes

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



1 in. = 225ft.

**CITY OF MOBERLY, MISSOURI
RE-ZONING PERMIT
REASONS FOR DETERMINATION**

Submit Questions To:
Zoning Administrator
City of Moberly
101 West Reed Street
Moberly, MO 65270-1551
(660) 263-4420
(660) 263-9398 (fax)

For Office Use Only:

Date of Action: February 22, 2021

Action: APPROVAL

ON FEBRUARY 22, 20 21, THE CITY OF MOBERLY PLANNING AND ZONING COMMISSION AT ITS REGULAR MEETING, RECOMMENDED APPROVAL (ACTION: APPROVAL, CONDITIONAL APPROVAL, DENIAL) OF A RE-ZONING REQUEST FROM A(N) B-2H TO A (N) R-2 (ZONE) TO BE LOCATED AT 500 FRANKLIN ST. AND 410 JOHNSON ST., MOBERLY, MISSOURI. (ADDRESS OR LOCATION).

THE CITY COUNCIL WILL CONSIDER THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AT THE MARCH 1, 20 21 MEETING OF THE MOBERLY CITY COUNCIL.

IN RECOMMENDING APPROVAL (ACTION) OF THIS RE-ZONING REQUEST, THE PLANNING AND ZONING COMMISSION CONSIDERED ALL STANDARDS LISTED IN THE ZONING REGULATION, AND ALL OTHER CONDITIONS LISTED FOR THAT USE IN OTHER SECTIONS OF THESE REGULATIONS. IN ADDITION, THE PLANNING AND ZONING COMMISSION FOUND THAT THE PROPOSED USE DID (DID/DID NOT) PROVIDE SAFEGUARDS TO ASSURE ITS COMPATIBILITY WITH THE SURROUNDING AREA.

CONDITIONS (IF ANY): _____


CHAIRPERSON CONNIE ASBURY


ZONING ADMINISTRATOR

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #5.

Department: Comm. Dev.

Date: March 1, 2021

Agenda Item: An application submitted by Terrell Fugate for a re-zoning of 401 and 411 Patton Street from an R-1 (Single-family Residential District) to an R-3 (Multi-family Dwelling District).

Summary: The Planning & Zoning Commission recommended approval for the request of the re-zoning of 401 and 411 Patton St.

Recommended Action: Bring forward to the March 15, 2021 regular City Council meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey**

___ ___

Council Member

M___ S___ **Brubaker**

___ ___

M___ S___ **Kimmons**

___ ___

M___ S___ **Davis**

___ ___

M___ S___ **Kyser**

___ ___

Passed Failed

City of *Moberly!*

Memorandum

To: *Planning and Zoning Commission*

From: *Planning Staff*

Subject: *AGENDA ITEM NO. 2*

Meeting: *February 22, 2021*

Public Hearing to consider:

Public Hearing for a request submitted by Terell Fugate on behalf of Tim Fugate for a Re-zoning request for the properties located at 401 Patton St and 411 Patton St the property is currently zoned R1(Single Family Residential)

COMMENTS:

The proposed site is bordered by R-1 Single Family Residential on the North, South, East and West. The property to the north and northwest is also filed a request for a zoning change to R-3 (Multi Family Residential) in March.

The properties combined will consist of approximately 43,400 Sq Ft. There is currently a house located on 401 Patton St that is scheduled to be demolished in the 2nd round of demolitions through the grant program awarded to the City of Moberly by CDBG. 411 Patton St has a house that sits on the far east lot of the group of lots, which can be split from the remaining lots as a conforming lot. The Future land use map shows this property as single family residential use.

Stormwater control will have to meet City requirements and be approved thru City utilities.

City Staff review:

Previous discussions with the applicant have centered around utilizing the property for multi-family housing at an affordable cost for the community. Based on the recent housing study and the demand for more multi-family residential structures, and the surrounding newly installed residential structures at Allen St and Bertley St; this location would be adjacent to other multi-family lots and fill a need in the community by providing new multi-family opportunities.

A re-zoning application, when approved by Planning & Zoning Commission **will require the additional approval of the City Council.**

Submitted by
Aaron Decker

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

Article 10 – Planned Development Procedure

CITY OF MOBERLY, MISSOURI
REZONING APPLICATIONpd. # 150
2/17/21

Return Form to:
Community Development Director
City of Moberly
101 West Reed Street
Moberly, MO 65270-1551
(660) 263-4420
(660) 263-9398 (fax)

For Office Use Only

Case ID.: _____
Date Advertised: _____
Date Notices Sent: _____
Public Hearing Date: _____

APPLICANT INFORMATION:

Applicant: Terrell Fugate Phone: 573-303-2802
Address: 2800 Wagonwheel Dr Zip: 65202
Owner: _____ Phone: _____
Address: _____ Zip: _____

PROPERTY INFORMATION:

Street Address or General Location of Property: 401 + 411
501 Patton St
Property is Located In (Legal Description): _____

Present Zoning: _____ Requested Zoning: R-3 Acreage: _____

Present Use of Property: N/A

Character of the Neighborhood: _____

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

Article 10 – Planned Development Procedure

SURROUNDING LAND USE AND ZONING:

	<u>Land Use</u>	<u>Zoning</u>
North	_____	_____
South	_____	_____
East	_____	_____
West	_____	_____

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would the proposed change create a small, isolated district unrelated to surrounding districts? Yes _____ No X

If yes, explain: _____

2. Are there substantial reasons why the property cannot be used in accordance with existing zoning? Yes _____ No X

If yes, explain: _____

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Is the proposed change consistent with the goals, objectives and policies set forth in the Comprehensive Plan?

Yes X No _____

2. Is the proposed change consistent with the Future Land Use Map?

Yes X No _____

TRAFFIC CONDITIONS:

1. Identify the street(s) with access to the property: Patton St
Berthling St

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL**Article 10 – Planned Development Procedure**

2. Identify the classification of those street(s) as Arterial, Collector or Local and each Right-of-Way width:

Street Name	Classification	Right-of-Way Width
N/A		

3. Will turning movements caused by the proposed use create an undue traffic hazard?
 Yes _____ No ☒

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

- | | | |
|--|-----------|----------|
| 1. Appropriately Sized Lots? | Yes _____ | No _____ |
| 2. Properly Sized Street Right-of-Way? | Yes _____ | No _____ |
| 3. Drainage Easements? | Yes _____ | No _____ |
| 4. Utility Easements: | | |
| Electricity? | Yes _____ | No _____ |
| Gas? | Yes _____ | No _____ |
| Sewers? | Yes _____ | No _____ |
| Water? | Yes _____ | No _____ |

5. Additional Comments: _____

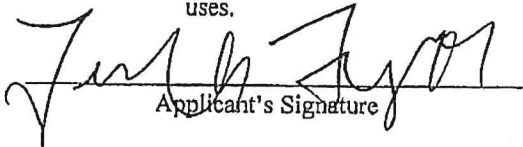
UNIQUE CHARACTERISTICS OF PROPERTY AND ADDITIONAL COMMENTS:

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

- One copy of a legal description of the property proposed to be rezoned.
- One copy of a statement describing the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Moberly.
- A list of property owners within 185 feet of the property.

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL*Article 10 – Planned Development Procedure*

4. If the proposed zoning requires a conditional use permit, the rezoning application shall be accompanied by a use permit application defining the specifically requested use or list of uses.


Applicant's Signature

2-3-21
Date

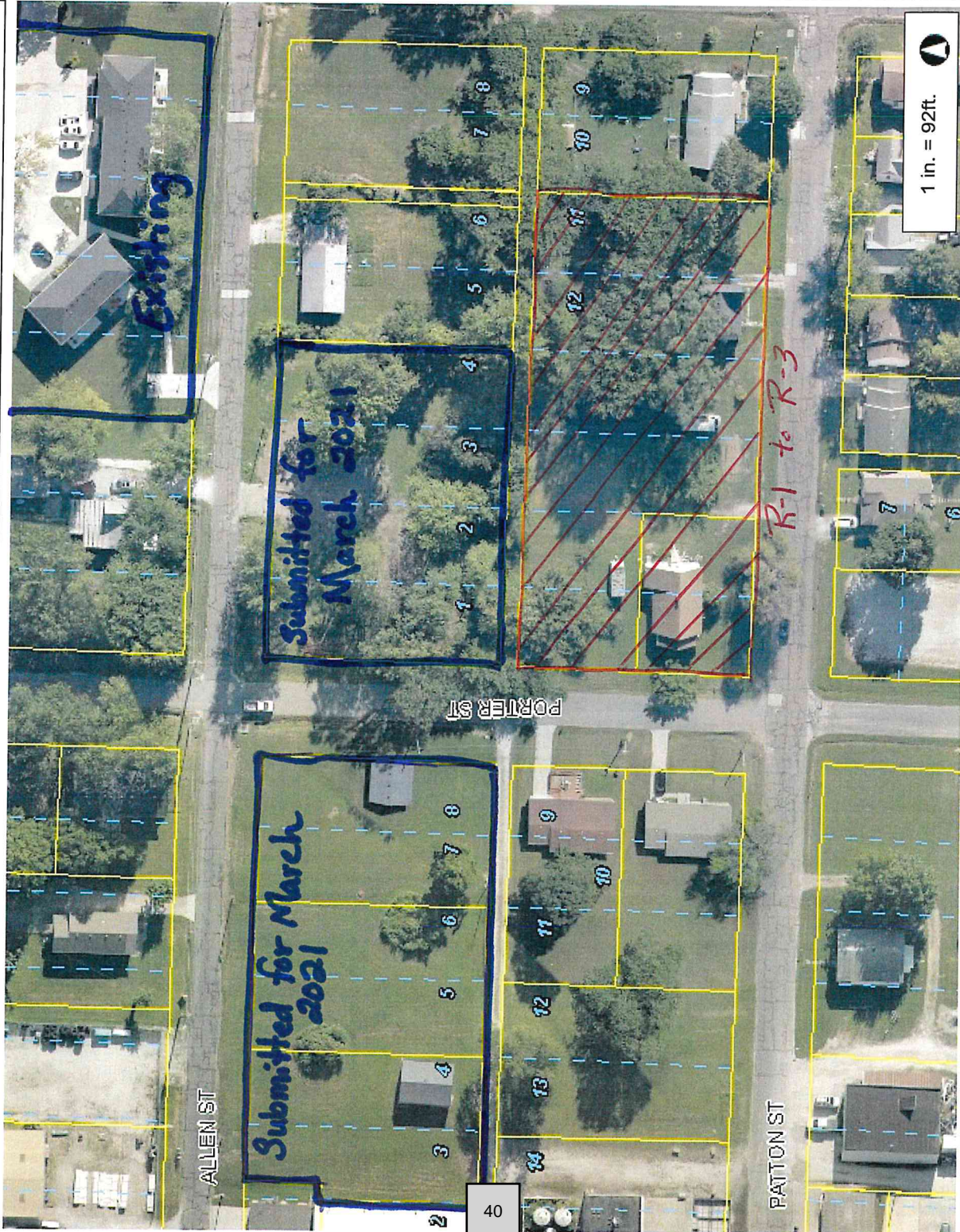
Moberly, MO



Legend

- Roads
- Corporate Limit
- Parcel
- Original Lot
- Stream
- Subdivision
- Lots
- South Ridge Lot Line

Notes



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

**CITY OF MOBERLY, MISSOURI
RE-ZONING PERMIT
REASONS FOR DETERMINATION**

Submit Questions To:
Zoning Administrator
City of Moberly
101 West Reed Street
Moberly, MO 65270-1551
(660) 263-4420
(660) 263-9398 (fax)

For Office Use Only:

Date of Action: February 22, 2021



Action: APPROVAL

ON FEBRUARY 22, 20 21, THE CITY OF MOBERLY PLANNING AND ZONING COMMISSION AT ITS REGULAR MEETING, RECOMMENDED APPROVAL (ACTION: APPROVAL, CONDITIONAL APPROVAL, DENIAL) OF A RE-ZONING REQUEST FROM A(N) R-1 TO A (N) R-3 (ZONE) TO BE LOCATED AT 401 AND 411 PATTON ST., MOBERLY, MISSOURI. (ADDRESS OR LOCATION).

THE CITY COUNCIL WILL CONSIDER THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AT THE MARCH 1, 20 21 MEETING OF THE MOBERLY CITY COUNCIL.

IN RECOMMENDING APPROVAL (ACTION) OF THIS RE-ZONING REQUEST, THE PLANNING AND ZONING COMMISSION CONSIDERED ALL STANDARDS LISTED IN THE ZONING REGULATION, AND ALL OTHER CONDITIONS LISTED FOR THAT USE IN OTHER SECTIONS OF THESE REGULATIONS. IN ADDITION, THE PLANNING AND ZONING COMMISSION FOUND THAT THE PROPOSED USE DID (DID/DID NOT) PROVIDE SAFEGUARDS TO ASSURE ITS COMPATIBILITY WITH THE SURROUNDING AREA.

CONDITIONS (IF ANY): _____


CHAIRPERSON CONNIE ASBURY

ZONING ADMINISTRATOR

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #6.

Department: Finance

Date: March 1, 2021

Agenda Item: Receipt of bids for the lease of a new postage machine for City Hall.

Summary: Over the past two months the current postage machine in City Hall has become unreliable, losing data and requiring multiple sessions of maintenance. It is several years old and is in need of replacement with a more current model. Additionally, once the Caselle software is in place we will be moving to an automated accounts payable function whereby Central Bank will make our payments for us, so we will not require such a robust machine.

Bids were requested from Pitney Bowes, Multiple Services Equipment Company, and Bowman's Solutions, our current firm. Bids were received from all except Pitney Bowes, a tabulation of them is attached. We are recommending entering into a 60-month lease agreement with Multiple Service Equipment Company. It is more cost effective to lease the entire machine versus owning the base, paying maintenance on it, and leasing the meter unit. Under our current lease we pay approximately \$105 per month, so the \$70 per month rate will save us a little money in addition to providing us with a more reliable meter.

Recommended Action: Accept the bids and direct staff to prepare a resolution authorizing entering into an agreement.

Fund Name: General Fund

Account Number: 100.013.5203, Postage & Freight

Available Budget \$: \$1,218.00

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Davis** _____

M___ S___ **Kyser** _____

Passed

Failed

City of Moberly - Postage Machine Bids, 2/10/2021			
Specification	Multiple Services Equipment	Bowman's Soutions	Pitney Bowes
Lease term	60 months	60 months	NO REPLY TO INQUIRY
Postage tracking for multiple users	250 accounts	100 accounts	
Postage use reportable by user account?	Y, through internet portal or meter report	Y, through USB report in Excel format	
Accommodate variable dimesions and weights of mail pieces up to 3/4" thick	Not mixed, 3/8" max.	Not mixed, 1/2" max.	
Semi-automatic document feeder	50 units/min.	75 units/min.	
Envelope moistener/sealer	Integrated	Integrated	
Minimum 10# external scale	10# integrated	10# integrated	
USPS discounted postage available	Y	Y	
IMI meter technology enabled	Y	Y	
Hardware & software maintenance included	Y	Y	
Service response time < 24 hours	2-4 hours	2-4 hours	
Loaner machine available?	Y	Y	↓
Additional			
Ink cartridges	\$149	\$160	N/A
Labels	\$25 for 500	\$47 for 500	N/A
Sealing solution	\$25/gal.	\$25/gal.	N/A
USPS rate protection	Y	Y	N/A
Postage download	Internet, pay via ACH	Internet, billed through Quadient Postage Funding	N/A
Cost			
PostBase Vision Semi-Auto S5	\$70.00/month *		
Quadient iX-5 HF		\$89.65/month	
Estimated total lease cost over lease term	\$3,780.00	\$5,379.00	

* Promotional new customer rate of \$70/month with 6 months @ \$0, effectively decreasing the term to 54 months of cost.

City of Moberly

City Council Agenda Summary

Agenda Number: WS #7.
 Department: Public Utilities
 Date: March 1, 2021

Agenda Item: Purchase of New 2021 Model 729B Grasshopper Mower

Summary: The Utilities Department advertised for a new mower for the Water Treatment Plant. This mower would be used to mow areas in town, and the existing mower would be retained for use at Sugar Creek Lake recreation areas and the dam. The existing mower has been refurbished but use at the Lake over rough terrain has caused the mower to not mow finished areas well. A two-mower solution would allow longer life of existing equipment and future cycling of the in-town mower to the Lake in the future as required. The State bid offers different mower configurations that are not safe on steep slopes that exist at the Water Plant and at the Lake. This model mower is more stable on these slopes.

Recommended Action: Move the acceptance of bids to the Regular Council Meeting March 15 and allow the City Manager to purchase the equipment.

Fund Name: Water Treatment Department, Capital Improvement Plan

Account Number: 301.113.5502

Available Budget \$: 2,107.40

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			
<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"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ Kimmons	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Davis	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M___ S___ Kyser	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		<input type="checkbox"/>	<input type="checkbox"/>
			Passed	Failed

CITY OF MOBERLY
Water Plant Mower Bids
"BID OPENING"
Sign-In Sheet

10Am

Date: 2.23.2021NameCora WoodinMatt EvertsCompanyCity of MoberlyCity of Moberly

CITY OF MOBERLY
 Water Plant Mower Bids 10Am
"BID OPENING"

Date: 2.23.2021

Lee's Lawn Care & Equip

\$ 10,650.00

Old Hwy 63 Garage LLC

\$ 11,775.00

Henderson Implement & Outdoor
Power Co.

\$ 13,374.75

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

Lees Lawn Care and Equipment, LLC

411 East Urbandale Drive

Moberly Mo 65270

660-263-7570

Grasshopper 2021 Grasshopper 729BT Front
Mount Mower

With 3661 Power fold deck-Water Department

Sales Price \$10,650.00

A handwritten signature in cursive script that reads "Jay Lees".

Grasshopper QuikQuote

#62380N00030

Quoted by

Old Highway 63 Garage LLC

501 N Brown St

La Plata, MO 63549

P: (660) 587-2011

Tony Kasper

Owner

E: OldHwy63Garage@yahoo.com

P: 660-587-2011

Quoted for

CITY OF MOBERLY

E: LESU@CITYOFMOBERLY.COM

P: 660-833-5586



Model 729BT with 3661PF

Quoted: Jan 20, 2021

Power Unit & Deck

Model 729BT (531900)

895cc Big Block engine; "no-gears" T6@ pump-and-wheel-motor transmission; AntiVibe Power Platform®; luxury seat and shock-absorbing footrest

3661PF – 61" w/ PowerFold® (532810)

List

Bid

\$10,490.00 \$7,867.50

\$3,565.00 \$2,673.75

List Total: \$15,700.00

Bid Price: \$11,775.00

Grand Total: \$11,775.00

Stipulation(s):

✓ Quote Expires in 30 days

Wholegoods

List

Bid

503218+503220 – Counterweight Kit - 50 lb. with mount kit (One 50-lb. weight included)

\$165.00 \$123.75

503671 – Premier Suspension Seat

\$970.00 \$727.50

503667 – Premier Suspension Seat Install Kit

\$160.00 \$120.00

533505 – Wide-Stance, Single-Fork Tail Wheels (in lieu)

\$195.00 \$146.25

533550 – Foldable ROPS w/ Seatbelt

\$155.00 \$116.25

HENDERSON IMPLEMENT AND OUTDOOR POWER
COMPANY

6111 PARIS RD. COLUMBIA, MO 65202

PH: 573 442 1252 FAX: 573 874 9463

DATE: 2/10/21

TO: MATT EVERTS

COMPANY: City of Moberly

FAX# _____

FROM: Randy Hubbard

RE: Mower NO. OF PAGES _____ INC COVER

COMMENTS: 729 Grasshopper 61" Deck w/PowerFold
Side Discharge

Henderson Price delivered w/full fuel

\$13,374.75

Thank you, Randy Hubbard

CURRENTLY ACCEPTING BIDS

The City of Moberly is requesting bid quotation for one (1) mower: One new 2021 Model 729B Grasshopper Mower Front Mount, Side Discharge, 3461 Deck Power Lift. Sealed bid marked **“Water Plant mower”** should be delivered by 10:00 AM on the 23rd of February 2021 to City Clerk at 101 West Reed Street, Moberly, MO 65270. Any inquiries can be directed to Matt Everts (660)-269-9410.

SUBMITTED BY MARY WEST-CALCAGNO

CITY OF MOBERLY

Director of Public Utilities

PLEASE PUBLISH ONE (1) TIME IN THE FOLLOWING EDITION OF THE
MONITOR INDEX: **FRIDAY, FEBRUARY 10th, 2021**

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #8.

Department: Public Utilities

Date: March 1, 2021

Agenda Item: Amendment to Boone Consulting contract dated March 6, 2017 for development of specifications and project management to clean Taylor Street Swirl Concentrator and Phase I of Wastewater Treatment Plant Farm Site Improvements

Summary: The combined sewer system has several treatment facilities at the combined sewer outfalls located through out the system. The swirl concentrator on Taylor Street (near St. Mary's cemetery) has accumulated a large amount of solids in the bottom and needs to be cleaned out to be operable utilizing the pumps installed there. The material will be pumped out and land applied at the landfill. Once the solids are removed, the pumps will be removed and checked for operation and replaced if necessary. That work will be done separately from this contract.

The second part of this contract, Table 1-C is for the development of the first phase of the improvements to the biosolids land application farm at the Wastewater Treatment Plant. Phosphorus is accumulating in the soil, pH needs to be increased, and trees will removed to facilitate lime application. Tree removal will not occur until after November 2021. This contract is to approve the planning of next steps at the farm, not to approve a specific plan moving forward. More information will be provided to the Council prior to deciding on a plan of improvements.

Recommended Action: Direct staff to develop a resolution for approval of the contract amendment at the next regular session.

Fund Name: Utilities – Wastewater Treatment CIP

Account Number: 301.114.5502

Available Budget \$: 237,586.00

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

City of Moberly – Taylor Street CSO Basin
Proposal by Boone Consulting
for PHASE I, Bid Specification, Draft, Draft Final, FINAL, Pre-Bid Meeting, Q&A,
Clarification Responses to Pre-bid Meeting, Bid Evaluation

Table 1-A shows the tasks and price for Phase I:

Table 1-A
Tasks for Taylor Street CSO Basin – Bid Specification

Task	Time Frame		*Pricing for Phase I
1	February-March 2021	<ul style="list-style-type: none"> • Develop Bid Specification • Draft of Bid Specification • Draft Final of Bid Specification • Pre-bid Meeting • Q&A • Written responses to Contractors • Bid Evaluation • Award Bid 	\$10,600.00
		TOTAL	\$10,600

* To include labor and all direct expenses.

City of Moberly – Taylor Street CSO Basin
Proposal by Boone Consulting
for PHASE II, Set-up and Oversight of CSO Basin Clean-out, Solids Removal, Transport, Land Application, Monitoring, Recordkeeping, Sampling, Laboratory Analyses, Sign-off Approval by City & Contractor, MDNR Reporting in Compliance with Approved Biosolids Management Plan & Standard Conditions PART III, Letter of Approval from MDNR

Table 1-B shows the tasks and price for Phase II:

Table 1-B
Tasks for Taylor Street CSO Basin – Clean-out & Biosolids Land Application

Task	Time Frame		*Pricing Phase II
1	May- June, 2021	<ul style="list-style-type: none"> • Set-up • Mixing & Clean-out of Biosolids • Sampling of each load %TS • Land Application Rates & locations • Equipment Spreading Rates • Monitoring • Recordkeeping • Debris Removal • Approval/Sign-off by City & Contractor • Laboratory Testing • MDNR Reporting • Approval Letter 	\$19,280.00
		TOTAL	\$19,280

* To include all labor, fuel, hotel, meals, equipment, all direct expenses.

City of Moberly – Wastewater Treatment Plant Farm Site

Proposal by Boone Consulting

for PHASE I, Planning Meetings & Setting-up a schedule to make Farm Site Improvements to convert Timberland and increase acreage into Hayland for beneficial use of biosolids through nutrient recycling by hay production and removal of crop twice per year with better water quality (nutrient/soil loss) from stormwater runoff.

PHASE I preparation for items to be accomplished in PHASE II & III is the selling and removal of timber, burning of brush, burning of stumps, land improvements with dry dams, waterways, terraces, tile inlets, underground tile lines, seeding of grass hay mixture, liming, of all improvement sites, increase acreage to be farmed and have biosolids land applied on. Develop a hay contract where the City is paid for the baled hay on a per ton basis and allows greater flexibility for the City to land apply biosolids throughout the year.

Table 1-C shows the tasks and price for Phase I:

**Table 1-C
Tasks for Wastewater Treatment Plant Farm Site Improvements**

Task	Time Frame		*Pricing for Phase I
1	March-April, 2021	<ul style="list-style-type: none"> • Phase I Hay contract for 2021 Season • Phase I Lime Planning & Schedule • Meeting(s) with John Kirchhoff • Timber Bid & Schedule Removal • Potential Timber Revenue (\$) • Land Improvement Options • Contractors (Price \$) • Cost Share Eligibility • Grass Seeding Spring 2021 (Mixture) 	\$6,480.00
		TOTAL	\$6,480

* To include labor and all direct expenses.

Original

PROFESSIONAL SERVICES AGREEMENT

FOR

CONSULTING SERVICES

BETWEEN

BOONE CONSULTING

AND

CITY OF MOBERLY, MISSOURI

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT, made and executed as of the 6th day of March, 2017 by and between **BOONE CONSULTING**, with a place of business at 6513 Benz Road, Payson, IL 62360 (hereinafter called "Consultant"), and **CITY OF MOBERLY, MISSOURI**, a municipal Corporation, with a place of business at 101 West Reed, Moberly, MO 65270 (hereinafter called "City"), collectively referred to herein as "parties", provides as follows:

SECTION I

SCOPE OF SERVICES

The per discussions the plan involves Consultant assisting City in the evaluating, monitoring, corrective measures, regulatory, planning, and moving forward in protecting public health:

Task A – Water Sampling, Monitoring & Laboratory Data Review

It is important to identify characteristics and nutrients for determining scope of the program and factors to be involved.

- | | |
|----------------------------------|----------------------------------|
| • Water Sampling | • Monitoring Events – Rain, etc. |
| • Laboratory (Contract/In House) | • Water Levels |
| • Testing Parameters | • Temperature (Water & Air) |
| • Sampling Locations | • Historial |
| • Sampling Schedule | • Events or Activities |
| • Data Base | |

There would be approximately 7 days of professional consulting time and 0 days electronic publication time needed in this area.

Task B – Water Shed Sampling & Monitoring

Determine background data from water shed.

- Land uses
- Soil Sampling & Analyses
- Soil Loss Factors (T Factor)
- P Index of sites
- Nutrient Sources
- Lakes & Ponds
- Small Streams

There would be approximately 8 days of professional consulting time and ½ day electronic publication time needed in this area.

Task C – Water Shed Evaluation & Usage

Look at water shed(s) for identification factors and potential corrective measures:

- Location(s)
- Size/Acreage
- Land Uses
- Soil & Nutrient Loss
- Testing/Monitoring
- Site visit(s)

There would be approximately 5 days of professional consulting time and 0 days electronic publication time needed in this area.

Task D – MDNR

- Analyses
- Permits
- Nutrient Parameters
- Classification of Waters
- Correspondence
- Meeting(s)
- Corrective Procedures

There would be approximately 2 days of professional consulting time and 0 day electronic publication time needed in this area.

Task E – City of Moberly

- Discussion, decisions and updates
- Regulations
- Program development
- Phone calls
- Progress reports
- Memos
- Meeting with personnel

There would be approximately 5 days of professional consulting time and 0 day electronic publication time needed in this area.

TASK SUMMARY

The approximate number of days of professional consulting and electronic publication time is as follows for this proposal agreement:

Tasks	Professional (No. Days)	EPT (No. Days)
A. Cape Girardeau Biosolids	7	0
B. Treatment Processing Options	8	0
C. Equipment Options	5	0
D. Facility Upgrade	2	0
E. Mixing / Blend Ratios – Final Product(s)	5	0
Total Days:	27	0
Total Hours:	216	0

SECTION II

PRICE

The price will be on a per-hour rate basis plus direct expenses with all necessary laboratory analyses to be paid by the City.

All work will be billed on a monthly basis as follows. (The following is an estimated price based upon the number of hours and direct expenses cover the task associated with the work to be conducted. Direct expenses include meals, mileage at \$0.54, motel, printing, graphics, maps, aerial photos, plat books, copying services, phone, water testing and soil testing.)

Labor:

Professional Personnel
216 hours @ \$40.00 \$ 8,640.00

Multiplier:

2.8 x 2.8
\$24,192.00

Per Diem:

27 days @ \$200 \$ 5,400.00

Total Cost: **\$29,592.00**

SECTION III

CHANGE IN WORK

In the event that any change in work would be requested and approved by the City, Consultant would require that a request for additional work be submitted to them in writing by way of a letter. All work will be billed on a monthly basis as follows:

- Professional personnel @ \$40.00/hour
- All direct expenses

SECTION IV

ADDITIONAL WORK

During the course of any project there may be unknown factors to which specific amounts of time cannot be addressed. The City may want to consider additional work in the following areas if the need arises:

- Public concerns
- Affected persons
- Re-sampling of sites
- Additional sites
- The City's requests for additional work
- Site restoration changes
- U. S. Corps of Engineers
- Regulatory items (MDNR/ USEPA)

In the event that any additional and/or change in work would be requested and approved by the City, Consultant would require that a request for additional work be submitted to them in writing by way of a letter. All work will be billed on a monthly basis as follows:

- Professional personnel @ \$40.00/hour
- All direct expenses

SECTION V

PAYMENTS

Consultant shall invoice City on a monthly basis for payment of labor expenditures and reimbursable costs incurred. Payment shall be due within forty-five (45) days of the invoice date. Failure by City to pay Consultant any sum, when or as due, under this Agreement, shall entitle Consultant, at its election, to stop work until payment is made.

SECTION VI

NOTICES AND/OR COMMUNICATIONS

All notices and/or communications to be given under this Agreement shall be in writing and shall be addressed as follows:

To Consultant

Attention: Tony Boone
Position: Environmental Consultant
Address: Boone Consulting
6513 Benz Road
Payson, IL 62360

To City

Attention: Mary West-Calcagno
Position: Director of Public Utilities
Address: City of Moberly
101 W. Reed Street
Moberly, MO 65270

Either party may, by written notice to the other, change the representative or the address to which such notices, certificates, or communications are to be sent.

Any notice or communication required in writing hereunder shall be given by registered, certified, or first class mail (postage required), or telefax addressed to the party at its address set forth above. Communications by telefax shall be confirmed by depositing a copy the same day with the U.S. Post Office for transmission by registered, certified, or first class mail in an envelope properly addressed. The postmark date of notices sent by mail (except for confirmatory notices) shall be the date of notice.

SECTION VII

SIGNATURES

To initiate this proposal agreement, requires that both parties sign this Professional Services Agreement. Upon receipt of this signed Letter, BOONE CONSULTING will begin work as outlined. with frequent progress updates being made to Ms. Mary West-Calcagno

This Agreement, made and entered into this 6th day of March, 2017, by and between the "City" City of Moberly, 101 W. Reed Street, Moberly, MO 63703 and "Consultant" Boone Consulting, 6513 Benz Rd., Payson, Illinois 62360.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

CONSULTANT:

BOONE CONSULTING

By: Anthony A. Boone

Name: Anthony G. Boone

Title: Owner

Date: 5-19-17

CITY:

CITY OF MOBERLY, MISSOURI

By: Brian Crane

Name: Brian Crane

Title: City Manager

Date: 03/06/2017



6513 Benz Road, Payson, IL 62360 * Phone 217-656-3668 * Fax 217-656-4279 * agboone@adams.net

Sugar Creek Watershed Protection Planning Process & Community Participation with Land Management Practices to Secure Sugar Creek Lake as a Safe Drinking Water Resource

This is a proposal for assisting in Sugar Creek Watershed Protection Planning Process and buy-in by the Community with recommended land management practices to develop a water protection plan to secure Sugar Creek Lake as a safe drinking water resource for the City of Moberly and surrounding community.

The Sugar Creek Watershed Protection Planning Process Team is to cast a vision with community leaders from the County, City, Agriculture, Industry, and Residents around the lake along with support of experts in the state dealing with water quality and water protection strategies to seek long term and sustainable management practices that can safe-guard Sugar Creek Lake Water as a clean and safe drinking water resource for the community.

The Sugar Creek Watershed Protection Planning Process should be conducted in three phases.

- Phase I – laying a foundation to build on...
- Phase II – assessing best management practices...
- Phase III – developing a Sugar Creek Watershed Protection Plan...

The Sugar Creek Watershed Protection Planning Process should be addressed by three distinct groups.

- Steering committee – small group
- Advisory committee – larger group
- Community in the watershed – impacting or impacted by the Sugar Creek Watershed

The Sugar Creek Watershed Protection Planning Process should be divided into 5 categories that impact the watershed.

- Residents surrounding the lake
- Agricultural crop production in the watershed
- Business, Industry, City, & Activities in the watershed
- Agricultural livestock production in the watershed
- Unknown groundwater sources in the watershed

The Sugar Creek Watershed Protection Planning Process will take nine to twelve months to work through the three phases, involving the three participating groups and addressing the five categories.

Tasks

Boone Consulting will assist the Sugar Creek Watershed Protection Planning Process with the following tasks:

- Phase I: Laying a foundation to build on. Working with the team in setting-up meetings, strategies, people involvement, focus, goals & objectives. Addressing farmers & agriculture

groups, Missouri Soil P Index, RUSLE 2 soil loss, nutrient trends, timing events, historical data, group discussion, contacts, and examples of success of looking in the right direction.

- Phase II: Assessing Best Management Practices. Working with the team planning meetings, data collection, examples of BMPs in operation, design of systems, construction, yearly maintenance, SOPs, how to, buy-in, funding, cost benefit, time table to address. Impact of Chronic & Catastrophic rain events, water retention strategies, siltation & collection strategies, conservation practices & land use management strategies, upstream verses downstream management strategies for lake protection. Addressing components and impact of the 5 categories in the watershed. Impact of meeting low-medium Missouri Soil P Index, impact of meeting minimal soil loss with proposed conservation management practices.
- Phase III: Action Plan. Team meetings to review preliminary plan, draft plan, and final plan.

Price:

\$12,000.00 Consulting services for Phase I, II, III, soil sampling, laboratory analyses, and expenses.

CITY OF MOBERLY, MISSOURI

BY: Brian Crane

NAME: Brian Crane

TITLE: City Manager

DATE: 4-3-2018

BOONE CONSULTING

BY: Anthony G. Boone

NAME: Anthony G. Boone

TITLE: Owner

DATE: 03-29-18