

**RESOLUTION NO. 2024-22**

**DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT**

**A RESOLUTION APPROVING A DEPOT PARK PATH IMPROVEMENTS REIMBURSEMENT AGREEMENT WITH THE CITY OF MOBERLY; AND PROVIDING FURTHER AUTHORITY.**

**DEPOT PARK PATH IMPROVEMENTS REIMBURSEMENT AGREEMENT**

**THIS DEPOT PARK PATH IMPROVEMENTS REIMBURSEMENT AGREEMENT** (this “**Agreement**”), is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (the “**Effective Date**”), by and among the DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT, a community improvement district and political subdivision of the State of Missouri having a principal office at 101 West Main Street, Moberly, Missouri 65270 (the “**District**”); and the CITY OF MOBERLY, MISSOURI, a city of the third class and Missouri municipal corporation having a principal office at 101 West Main Street, Moberly, Missouri 65270 (the “**City**”).

RECITALS

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

**B.** The City is the fee owner of the property known as Depot Park, being real property within the boundaries of the District. The City and The District have determined that replacing the deteriorated and uneven brick surfaces in Depot Park and extending a path to tie into a City trail/sidewalk to the south will benefit the public by improving the pedestrian facilities and streetscape within the District. The District, pursuant to Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended, may exercise its powers to contract for installation, maintenance, and other services to public and private property located within the District.

**C.** The City has proposed to perform and fund a project to perform the public path improvements described above, more specifically to consist of removal of uneven and deteriorated brick surfaces and replacement with approximately 2,000 square feet of stamped concrete path and sealing of approximately 4900 SF of concrete path area (the “**Project**”). The District and the City are each desirous of facilitating the Project, and the District is willing to reimburse the City for a portion of its cost to complete the Project, all in accordance with and subject to the terms and conditions of this Agreement.

AGREEMENT

**NOW, THEREFORE**, in consideration of the above premises and mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the City each hereby agrees as follows:

**1. Project.** The City shall undertake at its sole cost and expense to provide all labor, tools, materials, and equipment necessary to complete the Project. Work on the Project shall be performed at all times in a clean, safe, and workmanlike manner including clean-up of the surrounding area. In performing work on the Project, the City or any contractor or subcontractor of the City shall not unreasonably block other sidewalks or other travel areas and surfaces for a period of time longer than necessary to complete the Project, shall exercise due care, and shall clean up and remove all tools and materials upon completion.

**2. Project Cost and Reimbursement.** The City has estimated the cost of the Project to be \$31,395. Upon completion of the Project by the deadline stated in Section 3 below, the City shall be entitled

to reimbursement from the District of fifty percent (50%) of its actual costs expended on the Project, whether from Parks and Recreation funds or other funding sources, up to a maximum reimbursement amount of Ten Thousand Dollars (\$10,000.00). To the extent the actual project costs exceed the estimate stated above, the City shall be responsible for all excess costs. In no event shall the District's liability pursuant to this Agreement exceed the maximum reimbursement amount stated in this paragraph.

**3. Time for Performance; Force Majeure.** This Agreement shall be effective upon the Effective Date. The City shall commence the Project promptly after execution of this Agreement, shall faithfully and diligently pursue work on the Project until its completion, and shall cause all work on the Project to be completed no later than **December 31, 2024**.

**4. Notices.** Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice shall be in writing addressed to the addressees at the addresses set forth below, and transmitted by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified mail, return receipt requested:

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

Downtown Moberly Community Improvement District  
101 West Reed Street  
Moberly, Missouri 65270  
Attention: Chair  
with a copy to:  
Cunningham, Vogel & Rost, P.C.  
3660 S. Geyer Road, Suite 340  
St. Louis, Missouri 63127  
Attention: Greg Dohrman, Esq.

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

City of Moberly, Missouri  
101 West Reed Street – City Hall  
Moberly, Missouri 65270  
Attention: City Manager  
with a copy to:  
City Attorney  
101 West Reed Street – City Hall  
Moberly, Missouri 65270

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

**5. Indemnification.** To the fullest extent permitted by law, the City agrees to defend with counsel selected by the District, and indemnify and hold harmless the District, its officers, engineers, representatives, agents, and employees from and against any and all liabilities, damages, losses, claims, or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the District or others, arising from negligent acts, errors, or omissions of the City or its contractor or subcontractors, or claims relating thereto. The City shall not be liable for any loss or damage attributable solely to the negligence of the District.

**6. Accounting.** During the period of this Agreement, the City shall maintain books and accounts of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices. The District shall, at reasonable times, have access to these books and accounts to the extent required to verify all costs incurred for the Project by the City.

*[Remainder of page left blank intentionally. Signatures appear on the following page.]*

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

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

By: \_\_\_\_\_

Printed Name:

Title:

ATTEST:

\_\_\_\_\_  
Secretary

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

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Shannon Hance, City Clerk