

AGENDA

I. Call to Order

II. Pledge of Allegiance

III. Approval of the Agenda

IV. Regular Business

- A. Reading a Proclamation Designating May 18th as Head Start Day - Christy Griffith, Supervisor of Monett's Head Start, will be accepting the Proclamation on behalf of the Head Start
- B. Reading and Consideration of Approval of Resolution No. 9073: A Resolution Demonstrating Commitment to Enhancing Public Safety within the City of Monett, Missouri
- C. Discussion Regarding Main Street Funding
- D. Discussion Regarding an Ordinance to Conduct a Wage Study during a Defined Period of Time for the Employees of the City of Monett, Missouri
- E. Discussion Regarding the Supplemental Agreement No. 2 for Engineering Services between the City of Monett, Missouri and Anderson Engineering, Inc. for the Design of Chapell Drive Overpass
- F. Discussion Regarding the Central Avenue Focus Group Application for the Central Avenue Improvement Project
- G. Discussion Regarding Citizen Academy for the Operations and Governance of the City of Monett, Missouri
- H. Discussion Regarding Contract Development for Renting City Owned Properties for Events and Activities
- I. Discussion Regarding Parking on Broadway

V. Informational Items

- A. Next Regular City Council Meeting: June 12th, 2025 at 6:00 p.m. at the Monett School District Boardroom

VI. Convene into a closed session to discuss matters related to personnel or a negotiated contract, pursuant to Section 610.021 RSMo., Subsections (3), (12), and (13).

VII. Adjournment



Randy Burke, Mayor
Ken Gaspar, Commissioner • Darren Indovina, Commissioner
Mickey Ary, City Administrator

www.monettmo.gov
217 Fifth Street • Monett, Missouri 65708
(417) 235-3763

HEAD START DAY May 18th, 2025

WHEREAS, the Head Start program was established in 1965 as part of President Lyndon B. Johnson's War on Poverty, with the mission of promoting school readiness for children from low-income families by providing comprehensive early childhood education, health, nutrition, and parent involvement services; and

WHEREAS, for 60 years, Head Start has been a cornerstone in communities across the nation, fostering the development and success of millions of children and families through high-quality early learning experiences; and

WHEREAS, the dedicated educators, staff, and volunteers of Head Start programs work tirelessly to ensure that children enter school prepared to succeed, helping to break the cycle of poverty and build brighter futures; and

WHEREAS, the Head Start program in of the City Monett has been instrumental in providing critical early childhood services to local families, strengthening our community, and shaping the next generation of leaders; and

WHEREAS, on this milestone 60th anniversary, we recognize and celebrate the profound impact of Head Start and reaffirm our commitment to supporting early childhood education and family well-being;

NOW, THEREFORE, I, Randy Burke, Mayor of the City of Monett, Missouri, by virtue of the authority vested in me, do hereby proclaim **May 18, 2025, as HEAD START DAY**.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Monett in the State of Missouri to be affixed.

James R. Burke, Mayor

Attest:

Kelley McMillan, City Clerk



Randy Burke, Mayor
Ken Gaspar, Commissioner • Darren Indovina, Commissioner
Mickey Ary, City Administrator

www.cityofmonett.com
217 Fifth Street • Monett, Missouri 65708
(417) 235-3763

Finance Department

Subject: City of Monett Police Department Staffing and Budget

The City of Monett remains committed to strengthening public safety by investing in our Police Department's resources and infrastructure. I am pleased to share key updates regarding staffing, compensation, and facility improvements that reflect our ongoing dedication to law enforcement and community well-being.

The Monett Police Department has faced staffing challenges like all other law enforcement agencies. The Monett Police Department has increased staffing consistently over the last 5 years and is now implementing a structured officers progression plan, providing officers with opportunities for career growth. As of 2025, the department has not only achieved full staffing but has also expanded by adding two new positions. With these additional salaries and the officer progression plan, the Police Department's annual budgeted compensation has increased by \$460,500 over the past 2 years. Additionally, the department's total operating budget has grown by \$1,117,600 since 2020.

Further reinforcing our commitment to public safety, this current budget the City is making a significant investment in new police technology, with a total estimated cost of approximately \$75,000. The City approved adding a new K9 program with two dogs, handlers, vehicles, and equipment, with a total estimated cost of \$175,000. The new K9 program and MDTs will enhance the department's operational efficiency and ensure that our officers have the resources necessary to serve and protect our community effectively.

These strategic investments underscore the City's dedication to fostering a safe and secure environment for all residents. We appreciate the continued support of our community as we work to enhance law enforcement capabilities and public safety.

Sincerely,

Sandra Phipps
Director of Finance

A RESOLUTION DEMONSTRATING COMMITMENT TO ENHANCING PUBLIC SAFETY WITHIN THE CITY OF MONETT, MISSOURI.

WHEREAS, the City of Monett recognizes law enforcement is essential for the safety and security of Monett's citizens and visitors; and

WHEREAS, engagement and collaboration between the community and law enforcement plays a critical role in reducing crime by fostering trust among residents and law enforcement; and

WHEREAS, local participation in widespread initiatives cultivates a sense of collective responsibility, trust, and ownership; and

WHEREAS, public safety is the responsibility of communities at large - not just sworn peace officers, and requires commitment from local leaders; and

WHEREAS, community buy-in and accountability plays a significant role in influencing criminal activity with a community; and

WHEREAS, Governor Kehoe has recognized this need for commitment by local governments in Missouri and has, by Executive Order 25-03, created the Blue Shield Program to recognize local governments that are committed to public safety within their community; and

WHEREAS, the City is committed to local participation, collaboration, and engagement with the community and its visitors to meet the responsibility of a community commitment to public safety; and

WHEREAS, the City has made extraordinary investments in public safety over the last five years through programs such as enhanced training, new K9 Unit, upgraded equipment, and improved salary and benefits to attract and retain the best public safety personnel in service to the Monett community; and

WHEREAS, the City has made extraordinary investments in public safety over the last five years through programs including up-to-date mobile and portable radios to access the MoSWIN radio system, installing license plate recognition cameras joining a regional and national network, and collaboration with community and state partners for a wholistic approach to engage and collaborate in areas beyond law enforcement to support and increase public safety; and

WHEREAS, Monett has active community policing initiatives in place as a joint effort to invest in and improve public safety in a significant way through School Resource Officers, partnerships with Clark Community Mental Health Center, in addition to programs including foot and bike patrols, Coffee with a Cop, Crisis Intervention Teams (CIT), the Go Gaps Program, National Night Out, and Shop with a Cop; and

WHEREAS, the City has a robust police officer recruitment and retention program to maintain a dedicated workforce; and

WHEREAS, the City has demonstrated effectiveness in reducing crime by achieving full staffing to enable proactive policing, fostering strong community relationships to identify and address problems collaboratively, and investing in advanced technology to identify and apprehend criminals prior to committing crimes in Monett; and

WHEREAS, the City is an active member with the Southwest Missouri Cyber Crimes Task Force, actively participates in the Lawrence County Critical Incident Team since its inception in 2021, contributing both personnel and material support. The City is active in the regional investigators group through MOCIC, and is committed to continuing these collaborative efforts in the future; and

WHEREAS, the City's Police Department is in compliance with all of the following statutes: 43.505 (Uniform Crime Reporting System), §43.544 (Reporting Intoxication Offenses), 590.030 (POST Minimum Standards, Basic Training and Federal Rap Back Program) §590.650.3 (Vehicle Stops Report), §590.700 (Custodial Interrogation), §590.1265 (Use of Force Reporting); and

WHEREAS, the City Council supports the continued prioritization of public safety and desires to approve this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONETT, MISSOURI, AS FOLLOWS:

Section One: The City Council is committed to and will continue to be committed to reducing violent crime within Monett, enhance public safety, foster law enforcement support, collaborating with other law enforcement agencies, and encourage community partnerships related to public safety

Whereupon a roll call vote was taken:

Ayes: _____

Nayes: _____

Passed and approved this ____ day of _____, 2025

James R. Burke, Mayor

ATTEST

:

Kelley McMillan, City Clerk



James R. Burke, Mayor
Ken Gaspar, Commissioner • Darren Indovina, Commissioner
Mickey Ary, City Administrator

www.cityofmonett.com
217 Fifth Street • Monett, Missouri 65708
(417) 235-3763

Staff Report

To: Mayor & Commissioners

From: City Administrator

Date: May 22, 2025

Re: Ordinance to ensure a wage study of some type will be conducted every three years.

GENERAL INFORMATION

The City of Monett has conducted wage studies over the years for standard operating procedures. The last study was conducted by Ollis/Akers/Arney of Springfield, Missouri. The selected method was a Market Comparison Wage Study. The markets used for comparison were from the public and private sectors. The study was conducted during the 2024/2025 period.

On April 10, 2025, the City Council approved budget adjustments to cover staff wages which were recommended for adjustment by Ollis/Akers/Arney.

Department Heads have provided input during the process of the wage study. A concern raised by Department Heads is that the study would be conducted and no follow-up actions would take place. City staff have been assured through two staff gatherings that actions will follow the completion of the wage study.

PROPOSAL

The suggestion was made by Department Head staff that a wage study of some type be conducted on a regular basis. Once the study is completed, the appropriate actions and communication will be provided to city staff. The time frame suggested is every three years to allow for funding and planning be in place.

RECOMMENDATION

Approval by ordinance that every three (3) years a wage study be conducted.

ATTACHMENTS

Ordinance for Council Meeting – June 12, 2025

BILL NO.

ORDINANCE NO.

AN ORDINANCE TO CONDUCT A WAGE STUDY DURING A DEFINED PERIOD OF TIME FOR THE EMPLOYEES OF THE CITY OF MONETT, MO

WHEREAS, the City of Monett has conducted a comprehensive comparative wage study for the city employees in 2024/2025; and

WHEREAS, the study was conducted by data based on market comparison for the city employee position title, job description, and known duties; and

WHEREAS, at the conclusion of the study wages were adjusted for selected employees with wages under the market wages;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MONETT, MISSOURI, AS FOLLOWS:

Section 1. The city shall conduct a compensation study for the employees of the City of Monett every three years with the date of April 1, 2025 being the date of record for the last study.

Section 2. The City of Monett Council shall have the exclusive rights to select the company, consultant, or organization to conduct the study.

Section 3. The City of Monett Council shall have the duties to select the method to complete the wage study.

Whereupon a roll call vote was taken:

Ayes: _____

Nayes: _____

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MONETT, MISSOURI, THIS 13TH DAY OF JUNE 13, 2025.

James R. Burke, Mayor

ATTEST:

Kelley McMillan, City Clerk

**SUPPLEMENTAL AGREEMENT NO. 2
TO
ENGINEERING SERVICES CONTRACT**

This Supplemental Agreement is made part of an agreement dated February 19, 2021 between the City of Monett, Missouri and Anderson Engineering, Inc. for design of Chapell Drive Overpass over BNSF. The purpose of this Supplemental Agreement is to reduce scope of services for subconsultants (CMT, Hg Consult & Mustardseed) and add scope of services to Anderson Engineering, and subconsultants (Keystone KC & Sprengle Engineering Services) see attached item list. These additional services shall increase the upper limit of the original agreement in the amount of One Hundred Forty-Three Thousand Four Hundred Eighty-Three Dollars and Seventy-Eight Cents (\$143,483.78). The total design and construction inspection phase services shall be in an amount of One Million Seventy-Eight Thousand One Hundred Seventy Dollars and Eighty-One Cents (\$1,078,170.81).

Supplement Agreement No. 2 accepted as defined herein:

OWNER: CITY OF MONETT, MO

ENGINEER: ANDERSON ENGINEERING, INC.

BY: _____
TITLE: City Administrator

BY:  _____
TITLE: Public Infrastructure Department Manager

DATE: _____

DATE: 04/30/2025

ATTEST:

BY: _____
TITLE: _____

BY:  _____
TITLE: Project Coordinator

DATE: _____

DATE: 04/30/2025

Executed by the City on the _____ day of _____, 2025.

Supplemental Agreement #2

Beginning Total AE PE Contract Amount incl. subconsultants \$ 565,587.03

PE Scope Deletions

Hg Consult (DBE)

Prepare Traffic Control Plan	\$ (6,193.22)
Prepare Temporary Erosion Control Plans	\$ (6,041.87)
Tabulate itemized quantities	\$ (7,522.50)
Prepare Cost Estimate	\$ (790.16)
Design Coordination	\$ (790.16)
QA/QC	\$ (1,857.18)
Administration	\$ (1,857.18)
Core Team Meetings	\$ (592.62)
<i>Revised Contract Deletions</i>	\$ (25,644.89)

CMT

CRISI Grant Funding Remaining	\$ (20,655.85)
Task 03 Fixed Fee to be Billed	\$ 2,876.57
<i>Revised Contract Deletions</i>	\$ (17,779.28)

Mustardseed Cultural Resources (DBE)

Phase I Cultural Resources Survey	\$ (8,274.00)
T&E Permit Assistance	\$ (1,130.00)
Bat Habitat GPS Survey	\$ (500.00)
Wetland Permitting	\$ (1,500.00)
<i>Revised Contract Deletions</i>	\$ (11,404.00)

Total DBE Deletions	\$ (37,048.89)
Total non-DBE Deletions	\$ (17,779.28)
TOTAL DELETIONS	\$ (54,828.17)

PE Scope Additions

Sprenkle Engineering Services

Additional Services	\$ 34,730.00
<i>Revised Contract Additions</i>	\$ 34,730.00

Keystone KC Engineering, LLC

	\$ -
Bridge Engineering Support	\$ 9,000.00
QA/QC	\$ 1,800.00
Project Management	\$ 18,600.00
<i>Revised Contract Additions</i>	\$ 29,400.00

Anderson Engineering, Inc.

CRISI Grant/BSNF/FRA Coordination	\$ 50,050.00
Additional Survey Request-Powerpole & Right-of-Way	\$ 10,000.00
Geotech Borings	\$ 2,500.00
Easement Negotiations (Design Changes)-Driveway	\$ 7,500.00
Additional Waterline Design	\$ 17,550.00
Traffic Control and Erosion Control Plan	\$ 26,000.00
Cost Adjustment for 2 years	\$ 20,581.95
<i>Revised Contract Additions</i>	\$ 134,181.95

Total DBE Additions	\$ -
Total Non-DBE Additions	\$ 198,311.95
TOTAL ADDITIONS	\$ 198,311.95

Total Adjusted PE Contract Amount \$ 709,070.81

PE Contract Increase Amount \$ 143,483.78



James R. Burke, Mayor
Ken Gaspar, Commissioner • Darren Indovina, Commissioner
Mickey Ary, City Administrator

www.cityofmonett.com
217 Fifth Street • Monett, Missouri 65708
(417) 235-3763

Staff Report

To: Mayor & Commissioners

From: City Administrator

Date: May 22, 2025

Re: Focus Groups for the Central Avenue Improvement Project – intersection conversation

GENERAL INFORMATION

The Central Avenue Project has various scopes of work within the project. The TAP – 4600(709) will include sidewalk improvements. The TAP portion is funded by the Missouri Department of Transportation. The Council has approved Option F as presented by Transystems who serve as the city road improvement designer. The Council approved the establishment of focus groups to look at options for the intersection of Broadway & Central Avenue (Highway 37).

PROPOSAL

Council will need to determine methods to promote and enlist participants for the focus groups. The dates of the focus groups are scheduled for _____.

RECOMMENDATION

Use the Central Avenue Focus Group Application form to enlist and select members of the focus groups. The applications is available on the city website.

ATTACHMENTS

Central Avenue Focus Group Application



Randy Burke, Mayor
Ken Gaspar, Commissioner • Darren Indovina, Commissioner
Mickey Ary, City Administrator

www.cityofmonett.com
217 Fifth Street • Monett, Missouri 65708
(417) 235-3763

Central Avenue Focus Group Application

The Central Avenue (Route 37) Complete Streets Improvements project was first identified as a priority project in the city's Long-Range Transportation Improvement Plan in 2015. The City of Monett is assembling Focus Groups to specifically provide input on potential improvement options at the **Central Avenue (Route 37) and Broadway Street intersection**.

Selected Focus Group members are expected to include a broad cross-section of community members. Members will participate in two committee meetings, approximate dates are July and August 2025, to review intersection improvement options, share input in a workshop format, and discuss potential next steps. If you are interested in being considered as a Focus Group member, please complete the following form:

Thank you for your interest in serving the City of Monett.

GENERAL INFORMATION

Name: _____ Phone: _____

Home Address: _____
Street City/State Zip

Are you a Monett resident: ____ yes ____ no How many years have you been a resident: _____

E-mail Address: _____

Work for an Employer: _____ Self Employed: _____ Retired: _____

Business: _____

Are you a registered voter: _____ yes _____ no

Are you related to a member of the City Council or city staff? ____ yes ____ no If so, please list their name: _____

PLEASE ANSWER ALL THE FOLLOWING QUESTIONS

1. Why are you interested in serving on this advisory committee?
2. What background, experience, or skills do you have that could benefit the committee?
3. Describe other volunteer experience or community involvement.
4. Describe a situation where you handled working in a group with various perspectives.
5. What do you like best about living in Monett?

DEMOGRAPHIC INFORMATION (optional)

Gender: ☐ Male ☐ Female

Age Range: ☐ 18 – 29 ☐ 30 – 40 ☐ 41 – 50 ☐ 51 – 60 ☐ 61 – 70 ☐ Over 70

Race/Ethnicity: ☐ Caucasian ☐ Hispanic ☐ Non-white ☐ Native American ☐ other

ACKNOWLEDGEMENTS

As an applicant, I understand that selected members are generally expected to attend meetings, and I commit to making myself available to attend such meetings.

I understand that my involvement with the focus group is advisory and information gathering in nature and that under no circumstances shall I act on behalf of or for the City of Monett.

Applicant Signature

Date

Office Use Only:

☐ Received ☐ Reviewed ☐ Contacted ☐ Status



James R. Burke, Mayor
Ken Gaspar, Commissioner • Darren Indovina, Commissioner
Mickey Ary, City Administrator

www.monettmo.gov
217 Fifth Street • Monett, Missouri 65708
(417) 235-3763

Staff Report

To: Mayor & Commissioners

From: City Administrator

Date: May 22, 2025

Re: Citizen academy for the operations and governance of the City of Monett.

GENERAL INFORMATION

It is common for municipalities to offer citizen academies for general governance, police, and fire. The programs are offered to the residents of the city for the purpose of gaining knowledge of the city. The academy can serve as a pipeline for volunteerism in the city for boards, committees, and work groups. The sessions are led by city staff with the elected body serving in other capacities.

PROPOSAL

The City of Monett offers a Monett 101 four-week session in September of 2025. This would become an annual event for the city. Generally, there is no cost to the program. The following schedule would be followed.

September 8, 15, 22, & 29, 2025

Week 1: City overview (Casino)

Week 2: Public Safety – Police, Fire, and Emergency Management

Week 3: Public Services – Utilities, Public Works, Parks, Airport

Week 4: Mock Council Meeting & Meet the Mayor

Transportation will need to be secured.

RECOMMENDATION

Council endorses the program. No vote is needed.

ATTACHMENTS

None



James R. Burke, Mayor
Ken Gaspar, Commissioner • Darren Indovina, Commissioner
Mickey Ary, City Administrator

www.monettmo.gov
217 Fifth Street • Monett, Missouri 65708
(417) 235-3763

Staff Report

To: Mayor & Commissioners

From: City Administrator

Date: May 22, 2025

Re: Contract development for renting city owned properties for events and activities.

GENERAL INFORMATION

The City of Monett has various amenities with the park system and others outside the parks. The amenities include facilities, green space, and structures. The City's been generous in offering amenities for community activities and events. With the growth of the events and the expansion of the number of events it has become necessary to formalize the agreements with the host organizations. This will ensure equity among all organizations and groups who desire to use the various amenities. A city staff group and assigned commissioner were tasked with developing contracts and agreements for the various venues of the city.

The process to generate the contracts and agreements was conducted by the legal services of Joseph E. Bond | Cunningham, Vogel & Rost, P.C. Drafts of the documents have been reviewed by staff and re-worked by legal counsel. This work has been completed.

It is generally practiced by a city to enter into a contract and/or agreement as outlined in State Statutes. Chapter 432 details the statute.

432.070. Contracts, execution of by counties, towns — form of contract. — No county, city, town, village, school township, school district or other municipal corporation shall make any contract, unless the same shall be within the scope of its powers or be expressly authorized by law, nor unless such contract be made upon a consideration wholly to be performed or executed subsequent to the making of the contract; and such contract, including the consideration, shall be in writing and dated when made, and shall be subscribed by the parties thereto, or their agents authorized by law and duly appointed and authorized in writing.



PROPOSAL

Use the created contracts and agreements for events scheduled for October 2025 and those into the 2026 event season.

RECOMMENDATION

The contracts and agreements would be sent to the current event host know by the city. They would have a period of review until August of 2025. Meetings with the key organizers would take place in September of 2025 with the executed contracts and agreements going into effect events after October 1, 2025.

ATTACHMENTS

Contracts and Agreements



CITY OF MONETT MASTER VENUE RENTAL AGREEMENT

I. Introduction.

This Master Venue Rental Agreement (the "Agreement") is between the City of Monett (the "City") and the renter of City property (the "Licensee") (singularly, a "Party", and collectively, the "Parties"). This Agreement shall contain terms and conditions which control all rentals of City property, only to be modified or altered by any special addenda integrated herein related to the specific City Facility or nature of the Event (as defined in the specific Facility and/or Event Addenda).

This Agreement is a license entered into as of the date last signed by a Party hereto.

Licensee shall be subject to the terms and conditions included herein and all applicable state and federal laws, City ordinances, and policies.

II. The Event.

The Licensee intends to rent City property ("Facility") to conduct an Event, as more fully described in addendum(a) attached hereto and incorporated herein (the "Facility and/or Event Addenda" or "Addenda").

In no circumstance shall the Event be permitted to continue outside of the boundaries of this Agreement or for a time period that exceeds the dates and hours specified in any Addenda.

In relation to the Event, the Licensee will provide Proof of General Liability insurance with the City listed as an additional insured to the strictures required within the attached Addenda. Such insurance shall be in an amount no less than the current sovereign immunity limits. City Staff, in review of the nature of the event and risk posed to the City, shall have the ability to waive or modify these insurance requirements. Nothing in this requirement shall be a waiver of the City's sovereign immunity, official immunity, or other applicable immunity nor authorize a claim for damages against the City.

Licensee shall be responsible for complying with all special conditions of use found within the Facility or Event Addenda.

Licensee acknowledges that it shall be solely responsible for any damage which occurs to the Facility over the course of the Event or reasonably related to the Event. Licensee also acknowledges that it shall be solely responsible for any set up and cleanup of the Facility after the Event, and that any costs the City incurs due to the Licensee's failure to set up and clean up the Facility after the Event, or in enforcing any term of this Agreement or Addenda, shall be chargeable to the Licensee in full plus a rate of 1% per month until paid. This responsibility shall include refuse clean up related to the Event.

The City hereby agrees to the following responsibilities in relation to the Event:

- Hold available and provide use of the Facility in its as-is condition during the dates and times stated herein, provided that any payment described in Section IV is made in a timely manner.
- Provide a point of contact for the Facility.
- Provide an employee to allow entrance into the Facility, or a key or other entrance mechanism for Licensee to enter the Facility for the Event.

III. The Facility.

The City agrees to provide City property to Licensee for use in accordance with the Event, more fully described in the attached Facility and/or Event Addenda.

Licensee understands and agrees that it is accepting the Facility on an “as-is” basis and that it has inspected the Facility for any potentially dangerous conditions and the City makes no warranties or representations regarding the Facility and its suitability or fitness for Licensee's Event. Licensee understands that they are responsible for maintaining the conditions of the Facility and to protect the Facility from any damage by invitees, guests, or any other cause related to the Event. Any damage caused to the Facility during the Event shall be promptly documented by the Licensee, who shall immediately notify the City. If any remedial work is to be performed by the City or by contractors expressly approved by the City to rectify any damages that occurred during the Event, all costs shall be borne by the Licensee. Licensee also understands and agrees that the City is not responsible for any personal belongings or property brought onto or into the Facilities that are stolen, damaged, or destroyed.

Licensee also acknowledges that the Facility may have security cameras in use at the Facility that may or may not record the Event.

IV. Events with Food Truck(s)

The City requires all Food Truck vendors to hold a current City of Monett Business License and a current County Health Inspection. Licensee shall be responsible for notifying Food Truck vendors solicited for the event to hold current documentation. If proper documentation is not secure by start of event, the vendor will be requested to leave the city property.

V. Payment.

In consideration for the rental of the Facility, Licensee hereby agrees to pay the amount described in more detail in the Addenda for the Event (which may include the liquor addenda), in addition to any fees associated with any other permit that may be required as part of the Event. There shall be no exceptions or discounts to the adopted fee schedule for any Licensees.

No date will be reserved for Licensee until payment in full is received by the City Collector and Licensee has submitted a fully executed Master Venue Rental Agreement and associated addenda at least two (2) weeks prior to the Event.

VI. Indemnification

The Licensee agrees that it will indemnify, protect, hold, and save the City and its officers, directors, agents, employees, contractors, insurance carriers, and representatives (“Indemnified Persons”) whole and harmless, except in the case of the sole negligence of the Indemnified Persons, of, from, and against all claims, demands, actions, damages, loss, costs, liabilities,

expenses, fees, penalties, and judgments incurred by, recovered from, or imposed against the City on account of any injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by: (i) an act, omission, negligence, or misconduct on the part of the Licensee or any of its agents, servants, employees, contractors, patrons, guests, or by or of any other person entering the Facility with either the express or implied invitation or permission of the Licensee, or when any such injury or damage is the result, proximate or remote, of the violation by the Licensee or any of its agents, servants, employees, contractors, patrons, guests, licensees, or invitees of any law, ordinance, or governmental order of any kind; (ii) the occupancy or use by the Licensee, its agents, servants, employees, contractors, patrons, guests, or licensees of any portion of the Facility (including without limitation any bodily injury arising from any condition of the Facility); (iii) any breach by the Licensee of any of its agreements or covenants under this Agreement; or (iv) any false representation or warranty made by the Licensee hereunder. The term "bodily injury" as used in this Agreement shall include personal injury including injury arising out of the following groups of offenses: (a) false arrest, detention or imprisonment, or malicious prosecution, (b) libel, slander, defamation, or violation of right of privacy, (c) discrimination or harassment, and (d) wrongful entry or eviction or other invasion of right of private occupancy. The Licensee agrees to use and occupy the Facility at its own risk and hereby releases the City, its officers, officials, directors, agents, employees, contractors, insurance carriers, and representatives from all claims or causes of action, whatsoever whether in law or equity, for any damage or injury relating thereto unless such damage or injury is directly attributable to the sole negligence of Indemnified Persons. This provision shall survive expiration or termination of this Agreement.

VII. Termination. This Agreement shall terminate upon the expiration of all Addenda. In addition, the City or Licensee may terminate this Agreement and the related Addenda, and any obligations thereunder by providing seven (7) days' written notice to the other Party (subject to the refund provisions herein), or if the Licensee breaches any material term of this Agreement.

Licensee understands and agrees that this Agreement operates as a license that the City can terminate at will, provided the City will provide a full refund to Licensee if City terminates for no cause of Licensee. Further, should the City elect to terminate this Agreement due to breach of this Agreement, Licensee shall receive no refund, and the City reserves the right to deny future Agreement requests from Licensee due to failure to comply with the Agreement. Termination of this Agreement automatically terminates any and all Addenda and all rights of Licensee to utilize the Facility for the Event.

VIII. No Transfers or Assignments. Licensee shall have no rights under this Agreement to transfer, assign, sublease, or sublicense this Agreement without the express prior written consent of the City which may be denied in its sole discretion.

VIII. Governing Law. This Agreement shall be governed under the laws in the State of Missouri. Licensee agrees this is a lawful agreement and to abide by all applicable laws and City ordinances and policies while conducting the Event.

X. Compliance with Missouri State Immigration Statutes. Licensee states it complies as applicable with, and understands and agrees that it shall fill out, sign, notarize, and submit any document or affidavit required by the City to ensure compliance with Section 208.009 RSMo.

XI. Miscellaneous Terms This Agreement, along with any attachments or Addenda, represents the entire agreement between the Parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the City and Licensee. No change shall be made to this Agreement without the written consent of both City and Licensee. This

Agreement may be entered in counterparts. This Agreement shall have no third-party beneficiaries. Licensee represents that it is an equal opportunity employer, if applicable.

By signing any Addenda, Licensee acknowledges that they have read and understand the terms and conditions of this Agreement, along with any associated Addenda, and that Licensee shall comply with all terms and conditions herein. By signing this Agreement, Licensee and invitees of Licensee consent to the City and its employees to inspect the Facility and review the conduct of the Licensee and invitees to determine the safety of the Facility as to any anticipated or active breach of the peace. Licensee and invitees acknowledge that the Facility may be closed after determination by the City or its employees that there exists a condition which would breach the peace or cause harm or detriment to the Facility and/or to any persons. If such determination is made and this Agreement is terminated, no refunds shall be made to the Licensee.

The signatories below represent and warrant that they have full right, power, and authority to execute this Agreement on behalf of their respective entities.

City Signature: _____ Date _____

Print Name _____ Title: _____

Licensee Signature: _____ Date _____

Print Name _____ Title: _____

Staff Report

To: Mayor & Commissioners

From: City Administrator

Date: May 22, 2025

Re: Re-aligning some of the downtown parking on Broadway

GENERAL INFORMATION

The current parking regulations on Broadway help restrict parking for businesses. Two-hour limits allow for turnover to allow more customers. There are enhancements along Broadway that call for variance in the regulations. There are air B-n-B lodging, loft apartments, and businesses that welcome extended parking.

PROPOSAL

Direct selected city staff to gain feedback from Broadway businesses concerning the current parking regulations. Develop a parking plan for Broadway that meets the needs of the property owners on Broadway.

RECOMMENDATION

Task the assignment to the City Administrator, Police representative, Fire representative, and selected Commissioner.

ATTACHMENTS

N/A

