



**City of Mexico, Missouri
City Council Meeting Agenda
City Hall ▪ 300 N. Coal Street
Mexico, Missouri 65265**

**October 12, 2020
6:00 p.m.**

NOTICE

Due to COVID – 19, the City of Mexico has limited seating for the public during this meeting.

The City of Mexico invites you to attend virtually by viewing the meeting live on Facebook Live (City of Mexico – City Hall). The meeting can also be viewed by tape delay on the City’s website at www.mexicomissouri.org, the day following the meeting.

The City apologizes for any inconvenience the meeting format change may pose to individuals but it is extremely important that extra measures be taken to protect residents, employees, and elected officials during these challenging times.

REGULAR SESSION

1. Call to Order

2. Roll Call

3. Approval of Minutes

A. September 28, 2020 – Regular Session

4. Ordinances (Two Readings By Title Only and Passage)

A. Bill No. 2020 – 57. An Ordinance Approving the Final Plat of Oak Acres Plat 8 to the City of Mexico, Missouri. Two Readings By Title Only and Passage.

B. Bill No. 2020 – 58. An Ordinance Dedicating Bassford Drive as a Public Street Right-Of-Way. Two Readings By Title Only and Passage.

C. Bill No. 2020 – 59. An Ordinance Dedicating Smiley Drive as a Public Street Right-Of-Way. Two Readings By Title Only and Passage.

D. Bill No. 2020 – 60. An Ordinance Authorizing the City of Mexico, Missouri, to Execute Certain Documents In Connection With Prior Tax Abatement Transactions for Brookstone Stores, Inc. and Bee Gee Holding Company, L.L.C. Two Readings By Title Only and Passage.

E. Bill No. 2020 – 61. An Ordinance Authorizing the City Manager to Sign Contract Documents with Flowmaster Construction LLC for the Construction of Muldrow Sidewalks TAP 4400(311). Two Readings By Title Only and Passage.

5. Other Business

A. Staff Report – 2021 Dental Insurance Coverage

6. Claims

7. Comments

A. Council

B. Public (*Please state name and address for the record and keep comments to a maximum of three minutes*).

8. Adjournment

**CITY OF MEXICO, MISSOURI
CITY COUNCIL REGULAR MEETINGS MINUTES
SEPTEMBER 28, 2020**

The Council of the City of Mexico, Missouri met in regular session on September 28, 2020 at 6:00 p.m., in the Council Chambers of City Hall, with the following members present: Chairman Pro Tem Vicki Briggs; Council Member Chris Williams; Council Member Chris Miller; Council Member Steve Haag. Also present were Bruce Slagle, City Manager; Roger Haynes, Deputy City Manager; Russell Runge, Assistant City Manager/Economic Development; Kensey Russell, Public Works Director; Chad Shoemaker, Parks & Recreation Director; Chief Susan Rockett, Department of Public Safety; Louis J. Leonatti, City Attorney; Marcy LeCount, City Clerk; as well as interested citizens. Absent, Mayor Dr. Ayanna Shivers.

Due to COVID – 19 Pandemic, the Council Meeting was also live streamed on the City’s Facebook account, City of Mexico – City Hall. There was limited public attendance.

The Regular Session Meeting was called to order with Chairman Pro Tem Briggs presiding.

REVISED MEETING AGENDA

Chairman Pro Tem Briggs called on City Attorney Leonatti to present information on the Revised Meeting Agenda.

City Attorney Leonatti reported that City Staff received notification on September 28, 2020 that a Resolution would be needed approving the sale of 2201 Lakeview, closing scheduled for September 30, 2020. The Resolution was added to the Revised Agenda as Item 5. Missouri State Statutes §610.021(2) allows the City to amend the Agenda for good cause when 24 hours is not possible. Due to the notification from the title company of the requirement, the Resolution was added and the agenda revised. The closing date was originally set for September 29, 2020 but has now been postponed to October 7, 2020. City Council will not hold a meeting before the second closing date so it is advised to proceed with the revised agenda. Notices of the Revised Agenda were sent to all requested media.

APPROVAL OF MINUTES – SEPTEMBER 14, 2020 – REGULAR SESSION MEETING

Council Member Williams moved for approval of the September 14, 2020 Regular Session minutes as presented. Council Member Haag seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Miller, Williams, Haag, Briggs. Nays, none. Absent, Shivers. The Minutes were approved as presented.

NEW BUSINESS – ORDINANCE

Bill No. 2020 – 52. An Ordinance Authorizing the City Manager to Execute An Agreement with the Missouri Highways and Transportation Commission for the Traffic Engineering Assistance Program (TEAP034).

City Manager Slagle called upon Director Russell to present the report.

In September 2019, the City of Mexico applied for funding through the Transportation Engineering Assistance Program (TEAP) to obtain a consultant to review one-way streets in the downtown area. MoDOT made the round of awards under the program, for a 2–year funding cycle. The City of Mexico was awarded funding for the 2021 funded year, which begins Oct. 1, 2020, the second year of the program. To initiate the project, an agreement between the City of Mexico and the Missouri Highways and Transportation Commission needs to be executed. The agreement initiates the obligation of funds and the schedule for the program assistance. Funding is 80% from MoDOT and 20% from the City with a max cost for the study of \$10,000. Funding is available in the 2020 – 2021 annual budget for the City’s share. The next step will be the selection of an approved engineering consultant to perform the study. Director Russell recommended Council proceed with two readings by title only and passage of Bill No. 2020 – 52, which had been posted the required length of time.

Council Member Miller moved for first reading by title only of Bill No. 2020 – 52. Council Member Haag seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Miller, Williams, Haag, Briggs. Nays, none. Absent, Shivers. First Reading By Title Only was given to Bill No. 2020 – 52 by Council Member Miller.

Council Member Miller moved for second reading by title only of Bill No. 2020 – 52. Council Member Haag seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Miller, Williams, Haag, Briggs. Nays, none. Absent, Shivers. Second Reading By Title Only was given to Bill No. 2020 – 52 by Council Member Miller.

Council Member Miller moved for passage of Bill No. 2020 – 52. Council Member Haag seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Miller, Williams, Haag, Briggs. Nays, none. Absent, Shivers. Bill No. 2020 – 52 was passed as Ordinance No. 4449.

Bill No. 2020 – 53. An Ordinance Authorizing the City Manager to Execute a Contract Agreement with Meyer Electric Company, Inc. for Improvements to the Mexico Memorial Airport Runway Lighting Replacement Project.

City Manager Slagle called upon Assistant City Manager Runge to present the report.

Bill No. 2020 – 53 authorizes the City Manager to execute a Contract Agreement with Meyer Electric Company, Inc. to make improvements to the Mexico Memorial Airport runway 18-36 edge lighting. Recently, Crawford, Murphy & Tilly, Inc., consultant for the Mexico Memorial Airport improvements, held a pre-bid meeting and a bid opening for Runway 18-36 edge lighting replacement. The project will be paid with 90% Federal funds referred to as Non-Primary Entitlement Funds and 10% local match. The 2020 – 2021 budget allows funding for this project. A total of 3 bids were received with a bid range from a high of \$395,844 to a low of \$183,235. The low bid was reviewed by the Consultant and deemed legitimate and acceptable for Council approval. The contractor, Meyer Electric Company, Inc. of Jefferson City, Missouri will commence work on the project within 10 days from the issue of the Notice To Proceed and the project is to be completed within thirty-five (35) calendar days. Assistant City Manager Runge recommended Council proceed with two readings by title only and passage of Bill No. 2020 – 53, which had been posted the required length of time.

Council Member Haag moved for first reading by title only of Bill No. 2020 – 53. Council Member Miller seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Miller, Williams, Haag, Briggs. Nays, none. Absent, Shivers. First Reading By Title Only was given to Bill No. 2020 – 53 by Council Member Haag.

Council Member Haag moved for second reading by title only of Bill No. 2020 – 53. Council Member Miller seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Miller, Williams, Haag, Briggs. Nays, none. Absent, Shivers. Second Reading By Title Only was given to Bill No. 2020 – 53 by Council Member Haag.

Council Member Haag moved for passage of Bill No. 2020 – 53. Council Member Williams seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Miller, Williams, Haag, Briggs. Nays, none. Absent, Shivers. Bill No. 2020 – 53 was passed as Ordinance No. 4450.

Bill No. 2020 – 54. An Ordinance Authorizing the City Manager to Execute An Aviation Project Consultant Supplemental Agreement No. 1 with Crawford, Murphy & Tilly, Inc. for Improvements to the Mexico Memorial Airport.

City Manager Slagle called upon Assistant City Manager Runge to present the report.

Council approved the original Agreement with Crawford, Murphy & Tilly, Inc. in February 2020 to perform professional services for the replacement of the runway edge lighting on Runway 18/36. Agreement No. 1 will address additional services which were beyond the scope of services that were listed in the original agreement. The additional fixed fee will be \$5,449.86 and total construction phase fees will not exceed \$46,000 for this project. The grant from FAA will cover 90% of this cost. Assistant City Manager Runge recommended Council proceed with two readings by title only and passage of Bill No. 2020 – 54, which had been posted the required time.

Council Member Williams moved for first reading by title only of Bill No. 2020 – 54. Council Member Haag seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Miller, Williams, Haag, Briggs. Nays, none. Absent, Shivers. First Reading By Title Only was given to Bill No. 2020 – 54 by Council Member Williams.

Council Member Williams moved for second reading by title only of Bill No. 2020 – 54. Council Member Haag seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Miller, Williams, Haag, Briggs. Nays, none. Absent, Shivers. Second Reading By Title Only was given to Bill No. 2020 – 54 by Council Member Williams.

Council Member Williams moved for passage of Bill No. 2020 – 54. Council Member Haag seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Miller, Williams, Haag, Briggs. Nays, none. Absent, Shivers. Bill No. 2020 – 54 was passed as Ordinance No. 4451.

Bill No. 2020 – 55. An Ordinance Authorizing the City Manager to Execute Amendment #1 to the State Block Grant Agreement with the Missouri Department of Transportation Commission to Replace Edge Lighting on Runway 18/36.

City Manager Slagle called upon Assistant City Manager Runge to present the report.

Bill No. 2020 – 55 authorizes the City Manager to execute Amendment #1 to the State Block Grant Agreement with the Missouri Department of Transportation (MoDOT) to replace edge lighting on Runway 18/36. Council approved funding in April 2020 from MoDOT for design fees for the replacement of edge lighting on Runway 18/36 for \$22,500. Amendment #1 adds additional matching construction funds not to exceed \$229,235 towards the project. The amount of the grant will be \$206,311 (90%) and the initial amount of local matching funds provided by the City is not to exceed \$22,924 (10%), which is included in the 2020 – 2021 annual budget. Assistant City Manager Runge recommended Council proceed with two readings by title only and passage of Bill No. 2020 – 55, which had been posted the required length of time.

Council Member Williams moved for first reading by title only of Bill No. 2020 – 55. Council Member Miller seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Miller, Williams, Haag, Briggs. Nays, none. Absent, Shivers. First Reading By Title Only was given to Bill No. 2020 – 55 by Council Member Williams.

Council Member Williams moved for second reading by title only of Bill No. 2020 – 55. Council Member Miller seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Miller, Williams, Haag, Briggs. Nays, none. Absent, Shivers. Second Reading By Title Only was given to Bill No. 2020 – 55 by Council Member Williams.

Council Member Williams moved for passage of Bill No. 2020 – 55. Council Member Miller seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Miller, Williams, Haag, Briggs. Nays, none. Absent, Shivers. Bill No. 2020 – 55 was passed as Ordinance No. 4452.

NEW BUSINESS – RESOLUTION

Bill No. 2020 – 56. A Resolution Authorizing the City Manager to Sign Documents Pertaining to the Sale of Real Estate Located at 2201 Lakeview, Mexico, Missouri.

Chairman Pro Tem Briggs called upon City Manager Slagle to present the report.

Bill No. 2020 – 56 authorizes the City Manager to sign documents pertaining to the sale of real estate located at 2201 Lakeview, Mexico, Missouri. The property was listed for sale with Plaza Commercial Realty on August 10, 2020 and several offers to purchase the property were received. Council Members held an executive session on August 24, 2020 to discuss the offers and authorized the City Manager to negotiate and sign the necessary contract documents with Abacus Logistics, the current tenant. The Contract for Sale of Real Estate was signed by the City Manager on August 26, 2020 for the purchase price of \$250,000. Bill No. 2020 – 56 authorize the City Manager to sign documents pertaining to the sale of the real estate. City Manager Slagle recommended Council proceed with reading by title only and passage of Bill No. 2020 – 56.

Council Member Miller moved for reading by title only of Bill No. 2020 – 56. Council Member Williams seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Miller, Williams, Haag, Briggs. Nays, none. Absent, Shivers. Reading consideration by title only was given to Bill No. 2020 – 56 by Council Member Miller.

Council Member Miller moved for passage of Bill No. 2020 – 56. Council Member Williams seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Miller, Williams, Haag, Briggs. Nays, none. Absent, Shivers. Bill No. 2020 – 56 was passed as Resolution No. 3989.

OTHER BUSINESS

Staff Report – Accept the Bid from Spalding Constructors LLC for the Garfield Park Youth Basketball Court Renovation – Reconstruction

City Manager Slagle called upon Director Shoemaker to present the report.

City Council approved the MOU with the National Parks & Recreation Association and the Walt Disney Company at the August 10, 2020 meeting. The Mexico Parks & Recreation Department was awarded a \$40,000 grant for the construction of the Youth Basketball Court. The bid portion of the project included the construction of a 45' x 80' youth basketball court and 220' of ADA sidewalk. Construction includes excavation of existing court and sidewalk, installation of new concrete and asphalt. Requests for bids were sent to 24 contractors with 5 contractors attending the mandatory pre-bid meeting and 3 contractors submitting bids. The lowest bid of \$29,850 was submitted by Spalding Constructors, LLC of Holts Summit, Missouri. Bids received were: Rhad A. Baker Construction of Fulton, Missouri – \$67,900; FlowMaster Construction, LLC of Mexico, Missouri – \$39,500; and Spalding Constructors, LLC of Holts Summit, Missouri – \$29,850. The 2020 – 2021 annual budget allows \$65,000 for the construction of a lighted youth basketball court at Garfield Park. The basketball goals and lighting for this project will be purchased and installed by in-house forces. Director Shoemaker recommended Council accept the bid from Spalding Constructors, LLC, to construct a youth basketball court and ADA sidewalk at Garfield Park for the bid price of \$29,850, subject to the bidder's ability to deliver and install the project in an acceptable length of time.

Council Member Williams moved to accept the bid from Spalding Constructors, LLC, to construct a youth basketball court and ADA sidewalk at Garfield Park for the bid price of \$29,850, subject to the bidder's ability to deliver and install the project in an acceptable length of time. Council Member Haag seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Miller, Williams, Haag, Briggs. Nays, none. Absent, Shivers.

Claims

The list of claims was presented for approval.

Council Member Haag moved for approval of the list of claims as presented. Council Member Williams seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Miller, Williams, Haag, Briggs. Nays, none. Absent, Shivers.

The list of claims was approved.

COUNCIL COMMENTS

Chairman Pro Tem Briggs commented on the Plunkett Park ribbon cutting for the new play equipment that will be held on Tuesday, September 29th. Chairman Pro Tem Briggs commented on the construction of the new municipal pool.

Council Member Williams commented on projects that are funded by grants and not receiving information on the projects and talked about projects that are needed in the community that have been discussed in the past. Council Member Williams expressed concerns about communication with Council on projects.

Council Member Haag expressed congratulations to City Attorney Leonatti on his recent Icon Award.

Council Member Miller commented that he was living the dream in Mexico.

PUBLIC COMMENTS

None

ADJOURNMENT

Council Member Miller moved to adjourn the meeting. The motion was seconded by Council Member Haag. The Chair called for a vote and motion carried with the vote as follows: Ayes, Miller, Williams, Haag, Briggs. Nays, none. Absent, Shivers. The City Council Regular Session Meeting was adjourned.

CITY CLERK

MAYOR

APPROVED BY COUNCIL OCTOBER 12, 2020

CITY OF MEXICO, MISSOURI
DEPARTMENT OF COMMUNITY DEVELOPMENT

Agenda: October 12, 2020

Members of City Council
City of Mexico, Missouri

RE: An Ordinance Approving the Final Plat of Oak Acres Plat 8 to the City of
Mexico, Missouri

Dear City Council Members:

This agenda item concerns a request for Final Approval of Oak Acres Plat 8 submitted by owner/developer Jack and Mary Creason. Oak Acres Plat 8 is a residential subdivision containing four (4) residential lots, a fifth undeveloped lot designated for stormwater controls and a sixth undeveloped lot north of Redwood Drive. Oak Acres Plat 8 is an easterly extension of Redwood Drive.

The submitted plat by A Civil Group, LLC signed August 24, 2020, contains all the required information for a Final Plat. Sanitary and storm sewers have been installed, as well as the paving of the Redwood Drive extension.

Utility installation and final grading have not been completed. A cost estimate for the completion of utility installation and final grading was prepared by the City's Public Works Department. The City's Subdivision Ordinance (§36-56(c)) allows a bond or an escrow to be put in place guaranteeing full and proper performance of these infrastructure obligations, if the final plat is to be approved prior to their construction. Mr. Creason has placed an escrow with the City in the amount of \$60,000 for the completion of utility installation and final grading.

The City's subdivision ordinance requires sidewalks as part of the infrastructure improvements. There are no sidewalks in any of the Oak Acres Subdivisions. The Preliminary Plat was approved with a sidewalk waiver on September 1, 2020 by the Planning & Zoning Commission. Final Approval was given to the plat on October 6, 2020 by the Planning and Zoning Commission, a copy of the minutes is attached.

Staff recommends that Council proceed with two readings by title only and passage of the attached Ordinance. This Ordinance has been posted the required time.

Respectfully submitted,

Rita Jackson
Community Development Director

Attachments

Reviewed by: Bruce R. Slagle, City Manager

**AN ORDINANCE APPROVING THE FINAL PLAT OF OAK ACRES
PLAT 8 TO THE CITY OF MEXICO, MISSOURI**

WHEREAS Jack and Mary Creason plan to plat certain land in the City of Mexico, Missouri and has submitted to the Planning and Zoning Commission a plat of the proposed subdivision, “Oak Acres Plat 8; and

WHEREAS, the owners, by the plat and their dedication deed endorsed thereon, proposes to offer to the City perpetual easements in the land, as shown on the plat, for the construction and maintenance of utilities by the City and appropriate utility companies; and

WHEREAS, City Council has examined the plat and accepts the recommendation of the Planning and Zoning Commission concerning the plat.

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

- Section 1. The plat of the proposed Oak Acres Plat 8 is hereby approved. The land dedicated by the owners to use as perpetual easements is hereby accepted by the City, and the City Clerk is directed to endorse on said plat the officer’s proper certification of approval.
- Section 2. This Ordinance shall be in full force and effect from and after the time of its passage.

PASSED THIS 12TH DAY OF OCTOBER, 2020

MAYOR

ATTEST:

CITY CLERK

CITY OF MEXICO, MISSOURI
OFFICE OF PUBLIC WORKS DIRECTOR/CITY ENGINEER

Agenda: October 12, 2020

Members of City Council
City of Mexico, Missouri

RE: An Ordinance Dedicating Bassford Drive as a Public Street
Right-of-Way

Dear City Council Members:

In 1978, Bassford Drive was dedicated as part of Mexico Industrial Park Plat 1. Subsequently, the City obtained the land on both sides of Bassford Drive north of the railroad spur. In 1993 the west side of Bassford Drive was leased to Brookstone. In 1994 the north 597 feet of Bassford Drive was vacated, likely at the request of Brookstone for parking. Brookstone had been issued Chapter 100 bonds which provided that once the bonds were satisfied, the ownership of the land would be transferred to the occupant.

Recent events have led to the potential transfer of the Brookstone assets and satisfaction of the bonds so that the City will transfer ownership of the Brookstone location. It has been determined that in the interests of all parties it would be best to retain the right of way for Bassford Drive for street purposes and access to the adjacent properties. This ordinance is to provide assurances of those purposes.

Staff recommends that Council proceed with two readings by title only and passage approving the attached Ordinance Dedicating Bassford Drive for Public Use. The Ordinance has been posted the required length of time.

Respectfully submitted,

J. Kensey Russell, PE.LS.
Public Works Director/City Engineer

JKR
Attachments

Reviewed by: Bruce R. Slagle, City Manager

AN ORDINANCE DEDICATING BASSFORD DRIVE AS A PUBLIC STREET RIGHT-OF-WAY

WHEREAS, the City of Mexico, Missouri owns a tract of ground described as follows:

A tract of land in the Northwest quarter of Section 34, Township 51 North, Range 9 West; commencing at the Northeast corner of the Northwest quarter of said Section 34, thence with the quarter section line, S 2 30 W, 1265.00 feet to a point, thence N 87 30 W, 724.42 feet to the Northeast corner of Tract A in Mexico Industrial Park Plat 1 Revision 1; thence N 87 30 W, 560.77 feet to the point of beginning; thence S 1 54 W 597.77 feet to a point; then N 88 06 W, 60 feet to a point; thence N 1 54 E 598.40 feet to a point; thence S 87 30 E 60 feet to the point of beginning (Known as Bassford Drive); and

WHEREAS, this tract of land has previously been dedicated by subdivision plat as a street; and

WHEREAS, the tract of land was vacated but the ownership was retained by the City of Mexico, Missouri.

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

- Section 1. The City of Mexico, Missouri dedicates this tract of land for public street right-of-way purposes and will provide access to adjacent properties along Bassford Drive.
- Section 2. The City of Mexico, Missouri will maintain the street and drainage structures under the street within the tract of land described herein.
- Section 3. This Ordinance shall be in full force and effect from and after the time of its passage.

PASSED THIS 12TH DAY OF OCTOBER, 2020

MAYOR

ATTEST:

CITY CLERK

CITY OF MEXICO, MISSOURI
OFFICE OF PUBLIC WORKS DIRECTOR/CITY ENGINEER

Agenda: October 12, 2020

Members of City Council
City of Mexico, Missouri

RE: An Ordinance Dedicating Smiley Drive as a Public Street
Right-Of-Way

Dear City Council Members:

In 2004 the City acquired a tract of land for street purposes indicated by a survey prepared by Engineering Surveys and Services. Subsequently, the street improvements for Smiley Drive were constructed.

The tract was not part of a subdivision and was not specifically dedicated as a public street. The business that is purchasing the Brookstone Stores, LLC property at 1655 Bassford Drive has asked that the street improvement be dedicated for public use.

Staff recommends Council proceed with two readings by title only and passage approving the attached Ordinance Dedicating Smiley Drive for Public Use. The Ordinance has been posted the required length of time.

Respectfully submitted,

J. Kensey Russell, PE.LS.
Public Works Director/City Engineer

JKR
Attachments

Reviewed by: Bruce R. Slagle, City Manager

AN ORDINANCE DEDICATING SMILEY DRIVE AS A PUBLIC STREET RIGHT-OF-WAY

WHEREAS, the City of Mexico, Missouri acquired a tract of land shown on a survey and recorded in the land records of Audrain County as Document 200404716; and

WHEREAS, the plat of survey recites the land is to be used as street right-of-way for Smiley Drive.

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

Section 1. The City of Mexico, Missouri dedicates Smiley Drive for public street purposes.

Section 2. The City of Mexico, Missouri reaffirms that this tract of land and the improvements thereon are to be used as a public street right-of-way.

Section 3. This Ordinance shall be in full force and effect from and after the time of its passage.

PASSED THIS 12TH DAY OF OCTOBER 2020

MAYOR

ATTEST:

CITY CLERK

CITY OF MEXICO, MISSOURI
OFFICE OF ASSISTANT CITY MANAGER/ECONOMIC DEVELOPMENT

Agenda: October 12, 2020

Members of City Council
City of Mexico, Missouri

RE: An Ordinance Authorizing the City of Mexico, Missouri, to Execute Certain Documents In Connection With Prior Tax Abatement Transactions for Brookstone Stores, Inc. and Bee Gee Holding Company, L.L.C.

Dear City Council Members:

1655 Realty LLC has listed property for sale located on Bassford Drive and now has an interested buyer. This property was the former Brookstone Stores, Inc. location.

The City and Brookstone Stores, Inc. entered into an Amended and Restated Lease Agreement (Chapter 100) with an Option to Purchase on March 1, 2004. 1655 Realty LLC is the successor to the rights and interests of Brookstone Stores, Inc. and desires to exercise its option to purchase the City's interest in the Project.

The City and Bee Gee Holding Company, L.L.C. also entered into a Lease Agreement (Chapter 100) on June 1, 2002 and 1655 Realty LLC also acquired a portion of the property described in the Bee Gee Chapter 100 Lease.

In order for 1655 Realty LLC to purchase the interest of Brookstone Stores, Inc. it is necessary for the City to execute a Lease Termination Agreement and a Special Warranty Deed. To clear title for 1655 Realty LLC to purchase the portion from Bee Gee Holding Company, LLC, it is necessary for the City to execute, a Release from Lease Agreement and Bond Purchase Agreement.

Authorizing the City of Mexico to execute these documents allows 1655 Realty LLC to sell the property with clear title and will place the properties back on the 2020 tax rolls.

Staff recommends that Council proceed with two readings by title only and passage of the attached Ordinance authorizing the City of Mexico to execute certain documents in connection with prior tax abatement transactions. This Ordinance has been posted the required time.

Respectfully submitted,

Russell Runge
Assistant City Manager/Economic Development

Reviewed By: Bruce R. Slagle, City Manager

AN ORDINANCE AUTHORIZING THE CITY OF MEXICO, MISSOURI, TO EXECUTE CERTAIN DOCUMENTS IN CONNECTION WITH PRIOR TAX ABATEMENT TRANSACTIONS FOR BROOKSTONE STORES, INC. AND BEE GEE HOLDING COMPANY, L.L.C.

WHEREAS, the City of Mexico, Missouri (the “City”) and Brookstone Stores, Inc. (“Brookstone”) entered into an Amended and Restated Lease Agreement with Option to Purchase dated as of March 1, 2004 (the “Brookstone Chapter 100 Lease”); and

WHEREAS, 1655 Realty LLC (the Company”) is the successor to the rights and interests of Brookstone, and the Company desires to exercise its option to purchase the City’s interest in the Project (as defined in the Brookstone Chapter 100 Lease); and

WHEREAS, in connection therewith, it is necessary for the City to execute, among other documents, a Lease Termination Agreement and a Special Warranty Deed; and

WHEREAS, the City and Bee Gee Holding Company, L.L.C. (“Bee Gee”) entered into a Lease Agreement dated as of June 1, 2002 (the “Bee Gee Chapter 100 Lease”); and

WHEREAS, the Company has acquired a portion of the property described in the Bee Gee Chapter 100 Lease; and

WHEREAS, to clear title, it is necessary for the City to execute, among other documents, a Release from Lease Agreement and Bond Purchase Agreement.

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

Section 1. Authorization of Documents. The City is hereby authorized to enter into the following documents, in substantially the forms attached hereto, with such changes therein as shall be approved by the officers of the City executing such documents, such officers’ signatures thereon being conclusive evidence of their approval thereof:

- (a) Lease Termination Agreement between the City and the Company, attached as **Exhibit A**;
- (b) Special Warranty Deed from the City to the Company, attached as **Exhibit B**; and
- (c) Release from Lease Agreement and Bond Purchase Agreement among the City, the Company, Bee Gee and Bank of Missouri, attached as **Exhibit C**.

Section 2. Execution of Documents. The Mayor of the City is hereby authorized and directed to execute and deliver the above documents for and on behalf of and as the act and deed of the City. The City Clerk or the Deputy City Clerk is hereby authorized and directed to attest to such documents and to such other

documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 3. Further Authority. The City shall, and the officers and agents of the City are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 4. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Council and approval by the Mayor.

PASSED by the Council of the City of Mexico, Missouri, and **APPROVED** by the Mayor, this 12th day of October, 2020.

(Seal)

Mayor

ATTEST:

City Clerk

EXHIBIT A

LEASE TERMINATION AGREEMENT

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT: LEASE TERMINATION AGREEMENT

DATE OF DOCUMENT: October __, 2020

GRANTOR: CITY OF MEXICO, MISSOURI

GRANTOR'S MAILING ADDRESS: 300 North Coal Street
Mexico, Missouri 65265

GRANTEE: 1655 REALTY LLC

GRANTEE'S MAILING ADDRESS: 3 Park Avenue, 32nd Floor
New York, New York 10016

RETURN DOCUMENTS TO: Mark Grimm
Gilmore & Bell, P.C.
One Metropolitan Square, Suite 2000
St. Louis, Missouri 63102

LEGAL DESCRIPTION: See Exhibit A

REFERENCE BOOK & PAGE: Book 276, Page 107
Book 318, Page 328

LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT (the "Agreement") is made and entered into as of the ___ day of October, 2020 by and between the **CITY OF MEXICO, MISSOURI**, a third-class city organized and existing under the laws of the State of Missouri (the "City"), and **1655 REALTY LLC**, a Missouri limited liability company (the "Company"), as successor to the rights and interests of Brookstone Stores, Inc. ("Brookstone") with respect to that certain Chapter 100 Lease (defined below).

RECITALS

WHEREAS, the City and Brookstone entered into an Amended and Restated Lease Agreement with Option to Purchase dated as of March 1, 2004 (the "Chapter 100 Lease"), notice of which was recorded in the real estate records of Audrain County, Missouri (the "County") on _____, at Book 276, Page 107, and as amended and restated by a Memorandum of Amended and Restated Lease Agreement with Option to Purchase recorded on March 30, 2004 at Book 318, Page 328, relating to the real property described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, the Company is the successor to the rights and interests of Brookstone, and the Company desires to exercise its option to purchase the City's interest in the Project and, in connection therewith, to terminate the Chapter 100 Lease and the tenancy thereunder upon the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Company hereby agree as follows:

1. Incorporation of Recitals; Capitalized Terms. The parties hereto acknowledge and agree that the recitals set forth above, are true and accurate, and said recitals are incorporated in full into this Agreement by this reference. All capitalized terms not otherwise defined in this Agreement shall have the meaning ascribed to them in the Chapter 100 Lease.
2. Termination of Lease. The parties hereto agree that the Chapter 100 Lease shall be terminated and be of no further force or effect as of October ___, 2020 (the "Termination Date"). After the Termination Date and the simultaneous transfer of title to the Project to the Company, the City shall have no rights or interest in the Project, or under the Chapter 100 Lease, whatsoever.
3. Consideration. In consideration of the City entering into this Agreement, the Company shall pay to the City such fees and expenses provided in Article VII of the Chapter 100 Lease as of the Termination Date to exercise its option to purchase the Project.
4. Severability. If any one or more of the provisions contained in this Agreement is for any reason held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.
5. Binding Agreement; Authority. All provisions contained in this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and assigns of the parties hereto. The parties hereto represent and warrant to one another that they have taken all necessary

corporate actions to authorize the execution of this Agreement and that the individuals signing this Agreement on behalf of such parties are the duly authorized signatories of such parties.

6. Survival of Indemnity. The Company hereby confirms that its obligations to indemnify the City pursuant to Section 5.5 of the Chapter 100 Lease will survive the termination of the Chapter 100 Lease pursuant to this Agreement.

7. Governing Law; Interpretation. This Agreement shall be interpreted under the laws of the State of Missouri. The section and subsection captions hereof are for the convenient reference of the parties only and are not intended to and shall not be deemed to modify the interpretation of the section or subsection from that which is indicated by the text of the section or subsection alone.

8. Merger, Amendment. This Agreement, together with the special warranty deed conveying title to the Project to the Company, sets forth the entire agreement between the parties with respect to the subject matter hereof and all prior negotiations or agreements, whether oral or written, are superseded and merged herein. This Agreement may not be altered or amended except by a writing duly authorized and executed by the party against whom enforcement is sought.

9. Counterparts; Facsimile. This Agreement may be executed in multiple counterparts, which together shall constitute one and the same agreement. The signature of either party hereto sent to the other via facsimile shall constitute the valid execution and delivery of this Agreement by such party.

[Remainder of Page Intentionally Left Blank.]

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

CITY OF MEXICO, MISSOURI

By: _____
Name: Ayanna Shivers
Title: Mayor

[SEAL]

ATTEST:

By: _____
Title: City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF AUDRAIN)

On this ___ day of October, 2020, before me, the undersigned, a Notary Public, appeared **AYANNA SHIVERS**, to me personally known, who, being by me duly sworn, did say that she is the Mayor of the **CITY OF MEXICO, MISSOURI**, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed by authority of its City Council, and said officers acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Name: _____
Notary Public in and for State of Missouri
Commissioned in Audrain County

(SEAL)

My commission expires: _____

COMMERCE BANK (the "Bank"), as assignee of the City pursuant to a Bond Purchase Agreement dated as of March 12, 2004, between the City and the Bank, hereby consents to the foregoing instrument.

COMMERCE BANK

By: _____
Printed Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

On this ___ day of October, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of **COMMERCE BANK**, a Missouri banking corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said individual acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Name: _____
Notary Public in and for said State
Commissioned in _____

(SEAL)

My commission expires: _____

EXHIBIT A
LEGAL DESCRIPTION OF LAND

EXHIBIT B

SPECIAL WARRANTY DEED

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, dated October ____, 2020, by and between

CITY OF MEXICO, MISSOURI
300 North Coal Street
Mexico, Missouri 65265

“Grantor”, and

1655 REALTY LLC
3 Park Avenue, 32nd Floor
New York, New York 10016

“Grantee”

WITNESSETH, That Grantor, in consideration of the sum of Ten Dollars and other good and valuable consideration paid to Grantor by Grantee (the receipt and sufficiency of which are hereby acknowledged) does by these presents, **SELL** and **CONVEY** to Grantee, and Grantee’s successors and assigns, the real estate in Audrain County, Missouri, described as follows:

See **EXHIBIT A** attached to and by this reference incorporated into this deed;

EXCEPT: any access, entry, water, sewer, gas, electric, utility, drainage, culvert, channel, maintenance or other easement heretofore granted to or reserved by Grantor and of record; and

SUBJECT TO: (a) liens, encumbrances, easements, restrictions, reservations, declarations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, if any; and (c) rights of the public in and to the parts thereof in streets, roads, or alleys.

TO HAVE AND TO HOLD the described premises, with all and singular the rights, privileges, appurtenances, and immunities belonging or in any way appertaining to the premises, unto Grantee and Grantee’s successors and assigns forever; Grantor covenanting that the premises are free and clear from any encumbrance done or suffered by Grantor, except as provided above; and that Grantor will warrant and defend the title to the premises to Grantee and to Grantee’s successors and assigns forever, against the lawful claims and demands of all persons claiming under Grantor, except as provided above.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date written above.

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT C

RELEASE FROM LEASE AGREEMENT AND BOND PURCHASE AGREEMENT

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT: RELEASE FROM LEASE AGREEMENT AND
BOND PURCHASE AGREEMENT

DATE OF DOCUMENT: October __, 2020

GRANTORS: CITY OF MEXICO, MISSOURI
BEE GEE HOLDING COMPANY, L.L.C.
BANK OF MISSOURI

GRANTORS' MAILING ADDRESSES: City of Mexico, Missouri
300 North Coal Street
Mexico, Missouri 65265

Bee Gee Holding Company, L.L.C.
13605 Audrain Road 98098
Mexico, Missouri 65265

Bank of Missouri
107 W. Kellett Street
Martinsburg, Missouri 65264

GRANTEE: 1655 REALTY LLC

GRANTEE'S MAILING ADDRESS: 3 Park Avenue, 32nd Floor
New York, New York 10016

RETURN DOCUMENTS TO: Mark Grimm
Gilmore & Bell, P.C.
One Metropolitan Square, Suite 2000
St. Louis, Missouri 63102

LEGAL DESCRIPTION: See Exhibits A and B

REFERENCE BOOK & PAGE: Book 311, Page 124
Book 311, Page 125

RELEASE FROM LEASE AGREEMENT AND BOND PURCHASE AGREEMENT

THIS RELEASE FROM LEASE AGREEMENT AND BOND PURCHASE AGREEMENT (the "Release") is made and entered into as of the ___ day of October, 2020, by and among the **CITY OF MEXICO, MISSOURI**, a third-class city organized and existing under the laws of the State of Missouri (the "City"), **BEE GEE HOLDING COMPANY, L.L.C.**, a Missouri limited liability company ("Bee Gee"), **BANK OF MISSOURI**, a Missouri banking corporation (the "Bank") and **1655 REALTY LLC**, a Missouri limited liability company ("1655").

RECITALS

WHEREAS, the City and Bee Gee entered into a Lease Agreement dated as of June 1, 2002 (the "Chapter 100 Lease"), which was recorded in the real estate records of Audrain County, Missouri (the "County") on June 19, 2002, at Book 311, Page 124, relating to the real property described on Exhibit A, attached hereto and incorporated herein by reference (the "Leased Property"); and

WHEREAS, the City assigned certain of its rights under the Chapter 100 Lease to the Bank (successor to Martinsburg Bank and Trust) pursuant to a Bond Purchase Agreement dated as of June 1, 2002 (the "Bond Purchase Agreement"), which was recorded in the real estate records of the County on June 19, 2002, at Book 311, Page 124; and

WHEREAS, 1655 Realty has acquired that portion of the Leased Property described on Exhibit B, attached hereto and incorporated herein by reference (the "Released Property"); and

WHEREAS, the parties desire to release the Released Property from the Chapter 100 Lease and the Bond Purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Incorporation of Recitals; Capitalized Terms. The parties hereto acknowledge and agree that the recitals set forth above are true and accurate, and said recitals are incorporated in full into this Agreement by this reference.
2. Release of Released Property. The Chapter 100 Lease and the Bond Purchase Agreement are hereby amended by releasing the Released Property therefrom.
3. Consideration. In consideration of the execution of this Agreement, 1655 shall pay the costs incurred by the City, the Bank and Bee Gee in connection therewith.
4. Severability. If any one or more of the provisions contained in this Agreement is for any reason held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.
5. Binding Agreement; Authority. All provisions contained in this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and assigns of the parties hereto. The parties hereto represent and warrant to one another that they have taken all necessary

corporate actions to authorize the execution of this Agreement and that the individuals signing this Agreement on behalf of such parties are the duly authorized signatories of such parties.

6. Governing Law; Interpretation. This Agreement shall be interpreted under the laws of the State of Missouri. The section and subsection captions hereof are for the convenient reference of the parties only and are not intended to and shall not be deemed to modify the interpretation of the section or subsection from that which is indicated by the text of the section or subsection alone.

7. Counterparts; Facsimile. This Agreement may be executed in multiple counterparts, which together shall constitute one and the same agreement. The signature of either party hereto sent to the other via facsimile shall constitute the valid execution and delivery of this Agreement by such party.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Release from Lease Agreement and Bond Purchase Agreement to be executed as of the date first above written.

CITY OF MEXICO, MISSOURI

By: _____
Name: Ayanna Shivers
Title: Mayor

[SEAL]

ATTEST:

By: _____
Title: City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF AUDRAIN)

On this ___ day of October, 2020, before me, the undersigned, a Notary Public, appeared **AYANNA SHIVERS**, to me personally known, who, being by me duly sworn, did say that she is the Mayor of the **CITY OF MEXICO, MISSOURI**, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed by authority of its City Council, and said officers acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Name: _____
Notary Public in and for State of Missouri
Commissioned in Audrain County

(SEAL)

My commission expires: _____

BEE GEE HOLDING COMPANY, L.L.C.,
a Missouri limited liability company

By: _____
Name: Melvin L. Toellner
Title: Managing Member

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF AUDRAIN)

On this ___ day of October, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared **MELVIN L. TOELLNER**, to me personally known, who, being by me duly sworn, did say that he is the Managing Member of **BEE GEE HOLDING COMPANY, L.L.C.**, a Missouri limited liability company, and that said instrument was signed in behalf of said limited liability company by authority of its members, and said individual acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Name: _____
Notary Public in and for said State
Commissioned in Audrain County

(SEAL)

My commission expires: _____

1655 REALTY LLC
a Missouri limited liability company

By: _____
Printed Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

On this ____ day of October, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of **1655 REALTY LLC**, a Missouri limited liability company, and that said instrument was signed in behalf of said limited liability company by authority of its members, and said individual acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Name: _____
Notary Public in and for said State
Commissioned in _____

(SEAL)

My commission expires: _____

BANK OF MISSOURI

By: _____
Printed Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

On this ___ day of October, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of **BANK OF MISSOURI**, a Missouri banking corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said individual acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Name: _____
Notary Public in and for said State
Commissioned in _____

(SEAL)

My commission expires: _____

EXHIBIT A
LEGAL DESCRIPTION OF LEASED PROPERTY

EXHIBIT B
LEGAL DESCRIPTION OF RELEASED PROPERTY

CITY OF MEXICO, MISSOURI
OFFICE OF CITY ENGINEER/ PUBLIC WORKS DIRECTOR

Agenda: October 12, 2020

Members of City Council
City of Mexico, Missouri

RE: An Ordinance Authorizing the City Manager to Sign Contract Documents with Flowmaster Construction LLC for the Construction of Muldrow Sidewalks TAP 4400(311)

Dear City Council Members:

As Council is aware, the City of Mexico was awarded a Transportation Alternatives Program (TAP) through MoDOT to reconstruct sidewalks on Muldrow Street, from Jackson Street to Quisenberry Street, except for that part on railroad right-of-ways.

Advertisements for bid were placed in the *Mexico Ledger*, MoDOT's project website, Quest (a Plan Room site) and the City's website. Seven bids were received with Flowmaster Construction LLC of Mexico, Missouri submitting the low and best bid. Bids received were:

<i>Contractor</i>	<i>Bid Amount</i>
<i>Flowmaster Construction, LLC Mexico, Missouri</i>	<i>\$105,866.00</i>
M B Construction Monticello, Missouri	\$258,305.00
Rhad A. Baker Construction LLC Fulton, Missouri	\$156,216.00
R L Persons Construction Inc Poplar Bluff, Missouri	\$186,999.00
Sam Gaines Construction. Inc New Bloomfield, Missouri	\$166,678.00
S&A Equipment and Builders Fulton, Missouri	\$153,671.39
Sweetens Construction Warrenton, Missouri	\$130,150.13

The 2020 – 2021 annual budget allows \$119,089 for this project. The City has committed to an 80/20 cost share of the project through the MoDOT TAP Grant.

Staff recommends Council proceed with two readings by title only and passage of the Ordinance authorizing the City Manager to sign contract documents with Flowmaster Construction LLC for the construction Muldrow Sidewalks TAP(4400(311)). The Ordinance has been posted the required length of time.

Respectfully submitted,

J. Kensey Russell, PE, LS
City Engineer/Public Works Director

Attachments

Reviewed by: Bruce R. Slagle, City Manager

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN CONTRACT DOCUMENTS WITH FLOWMASTER CONSTRUCTION LLC FOR THE CONSTRUCTION OF MULDROW SIDEWALKS TAP 4400(311)

WHEREAS, advertisements for bid were placed in the Mexico Ledger, MoDOT’s project website, Quest (a Plan Room site) and the City’s website; and

WHEREAS, seven bids were received with Flowmaster Construction LLC submitting the low and best bid.

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

- Section 1. The City of Mexico, Missouri accepts the bid from Flowmaster Construction LLC of Mexico, Missouri in the amount of \$105,866.00.
- Section 2. The City Manager is hereby authorized to execute, on behalf of the City of Mexico, contract documents with Flowmaster Construction LLC for the construction of Muldrow Sidewalks TAP 4400(311).
- Section 4. This Ordinance shall be in full force and effect from and after the time of its passage.

PASSED THIS 12TH DAY OF OCTOBER 2020.

MAYOR

ATTEST:

CITY CLERK

CITY OF MEXICO, MISSOURI
OFFICE OF DEPUTY CITY MANAGER

Agenda: October 12, 2020

Members of City Council
City of Mexico, Missouri

RE: Staff Report – 2021 Dental Insurance Coverage

Dear City Council Members:

Staff has reviewed group dental insurance bids for the upcoming benefit year January 1, 2021 through December 31, 2021. The City advertised for dental insurance proposals in the Mexico Ledger. The City received five qualified dental insurance quotes. All quotes received were presented through the Gallaher Insurance Group.

The following proposals were received:

<u>Insurance Company</u>	<u>Single Rate Premium</u>	<u>Family Rate Premium</u>	<u>Benefit Year Limit</u>	<u>Local Network</u>	<u>U.C.R</u>
Guardian	\$21.19	\$64.12	\$1,500	Yes (2)	95%
Standard	\$21.92	\$66.35	\$1,500	Yes (1)	95%
Kansas City Life	\$22.69	\$68.67	\$1,500	No	90%
Principal	\$23.25	\$70.57	\$1,500	Yes (2)	99%
MetLife	\$24.23	\$73.30	\$1,500	Yes (1)*	99%

In review of each proposal for pricing, benefit coverage, local dental network and percentage of U.C.R., Principal provides the best overall dental plan for the upcoming plan year.

Although providing lower premiums, Standard and Kansas City Life plans submitted did not provide sufficient local networks and offered reduced U. C. R. schedules. Guardian provided a sufficient local network, but the U. C. R. percentage coupled with servicing concerns outweigh their plan pricing.

Staff recommends Principal as the dental benefit provider for calendar year 2021 with the option to renew for two additional one-year terms based on quality of service and acceptable renewal pricing. Staff also recommends that Gallaher Insurance Group be the agency of record for the Principal plan.

Respectfully submitted,

Roger D. Haynes
Deputy City Manager

Reviewed by: Bruce R. Slagle, City Manager