

RESOLUTION NO. 16-2023

A RESOLUTION OF THE CITY OF CLINTON APPROVING A CONTRACT FOR PROVISION OF SERVICES BY AND BETWEEN THE CITY OF CLINTON, MISSOURI (CITY), AND CLINTON MAIN STREET, INC. (MAIN STREET) FOR MAINTENANCE OF PUBLIC AREAS.

WHEREAS, the City has budgeted expenditures for Main Street that may be used by Main Street for maintenance of public areas; and,

WHEREAS, the expenditure of public funds must be in furtherance of a public purpose or benefit; and,

WHEREAS, Main Street, is willing to enter into a contract to provide varying and existing Main Street services, from their original mission and vision which was created by the founding members of Main Street, and incorporated as a 501 (c) 3 corporation, to benefit the public and the City of Clinton;

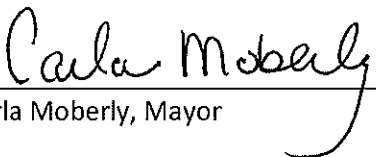
NOW THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF CLINTON, MISSOURI AS FOLLOWS:

Section 1. The attached Contract for Provision of Services with Clinton Main Street, Inc. (Exhibit A) is hereby approved.

Section 2. The City Administrator is hereby authorized to execute said contract on behalf of the City of Clinton.

Read and passed this 17th day of October, 2023.

ATTEST


Carla Moberly, Mayor


Wendee Seaton, City Clerk



**CONTRACT FOR PROVISION OF SERVICES BETWEEN
CITY OF CLINTON AND CLINTON MAIN STREET**

This agreement is made and entered into as of October 18, 2023, by and between the City of Clinton, Missouri (the "City"), and Clinton Main Street, Inc. (hereinafter "Main Street").

WHEREAS, the City has budgeted expenditures for Main Street that may be used by Main Street for maintenance of public areas for the period commencing November 1, 2023 and ending October 31, 2024; and,

WHEREAS, the expenditure of public funds must be in furtherance of a public purpose or benefit; and,

WHEREAS, Main Street, is willing to enter into a contract to provide varying and existing Main Street services, from their original mission and vision which was created by the founding members of Main Street, and incorporated as a 501 (c) 3 corporation, to benefit the public and the City of Clinton. The contractual services listed herein are for the public benefit; and

WHEREAS, this agreement is entered into to set forth the respective duties and obligations of each party,

NOW THEREFORE, in consideration of the promise of payment of funds from the City, and the agreement to provide services to citizens of Clinton, Missouri by Main Street, the parties agree as follow:

1. The term of this contract shall begin on November 1, 2023 and end on October 31, 2024. This Contract will renew annually thereafter unless cancelled pursuant to its terms or not renewed by City.
2. Following the date of signing of this agreement, the City agrees to pay \$7,500.00 annually in four equal quarterly installments. City shall, in addition, provide regular trash removal from receptacles on the downtown square. .
3. Main Street agrees during the contract term to perform the following services to the benefit of the City and the public:
 - a. Devote 45 hours of labor, annually, to spray, mow, weed-eat and remove trash from public right-of-way areas in the nine block area identified on Attachment A;
 - b. Devote 130 hours of labor, annually, to plant and mulch the streetscape islands on the Downtown Square;
 - c. Devote the following for regular maintenance of the streetscape islands:
 - i. Trim weekly;
 - ii. Water daily;
 - iii. Weed weekly;
 - iv. Fertilize monthly;

- v. Pesticide control two times per month;
 - d. Devote 30 hours of labor, annually, to provide extra maintenance for Olde Glory Days, Clinton Wine Stroll, Quilt Walk and Merry Main Street: A Downtown Shopping Event;
 - e. Provide all supplies and equipment to accomplish the aforementioned tasks;
 - f. Provide to the City before January 1 a copy of its annual budget and annual audited financial statement covering the prior year.
 - g. Comply with the State of Missouri's laws requiring:
 - i. a signed affidavit certifying compliance with the certification of the legal employment status of all workers employed by Main Street; and
 - ii. documentary proof of lawful presence.
4. Main Street agrees to save and hold harmless the City from any and all liability or damages, including legal fees and court costs, which may arise out of Main Street's performance of the contract.
 5. In the event the City is made aware of any default under this contract, which Main Street fails to correct within thirty days from the date of notification, the City may cancel and terminate this contract.
 6. Either party may terminate this agreement by providing 30-days written notice to the other party.
 7. Notice. Any notice required by this Agreement shall be effective upon mailing, postage prepaid, using the following information:

Corporation: Executive Director Clinton Main Street, Inc. 116B W. Jefferson St. Clinton, MO 64735	City: City Administrator City of Clinton 105 E. Ohio Clinton, MO 64735
--	---
 8. It is clearly understood by all parties that Main Street operates as a 501(c) 3 not-for-profit, and is not an operating arm of the City of Clinton. The funds stated in this contract are for services to benefit the betterment of the downtown district and the community at large.
 9. The obligations of the City to make the payments hereunder constitutes a current expense of the City, are from year to year, and does not constitute a mandatory monthly payment obligation of the City in any fiscal year beyond the then current fiscal year of the City. The City's obligation hereunder shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the City. The City reasonably believes that legally available funds in an

amount sufficient to make all payments during each term of this Agreement can be obtained. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Agreement for any subsequent fiscal year is solely within the discretion of the then current governing body of the City.

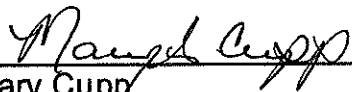
10. Main Street shall indemnify and hold harmless the City and its officials, agents and employees from all costs and liabilities incurred as a result of Main Street's failure, or failure of its employees, agents or subcontractors, to comply with Section 285.530 RSMo regarding unauthorized aliens, Section 208.009 RSMo regarding contracts with public entities.

In witness whereof, the undersigned have placed their signatures as representatives of the parties hereto as of the day and year first above written.

CITY OF CLINTON, MISSOURI

CLINTON MAIN STREET, INC.


Christina A. Maggi
City Administrator

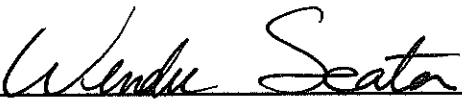

Mary Cupp
President

Date: 10/18/2023

Date: Oct 11, 2023

ATTEST:

ATTEST:


Wendee Seaton
City Clerk

Name:
Position:

