



# City of Columbia

701 East Broadway, Columbia, Missouri 65201

Department Source: City Utilities - Water and Light

To: City Council

From: City Manager & Staff

Council Meeting Date: January 19, 2016

Re: Authorizing an Agreement with Metal One America, Inc. for warehouse storage.

## Executive Summary

Staff has prepared for Council consideration a resolution authorizing the City Manager to execute an agreement with Metal One America, Inc. for warehouse storage of carbon steel at the City's Transload facility.

## Discussion

Staff has prepared for Council consideration a resolution authorizing the City Manager to execute an agreement with Metal One America, Inc. for warehouse storage of carbon steel at the City's Transload facility. This carbon steel shall consist of various sizes and quantities and will be delivered to other customers of the Transload facility.

## Fiscal Impact

Short-Term Impact: The projected annual revenue from this agreement is estimated to be \$47,000.

Long-Term Impact: Year to year contract.

## Vision & Strategic Plan Impact

### Vision Impacts:

Primary Impact: Not Applicable, Secondary Impact: Not Applicable, Tertiary Impact: Not Applicable

### Strategic Plan:

Primary Impact: Not Applicable, Secondary Impact: Not Applicable, Tertiary Impact: Not Applicable

### Comprehensive Plan Impacts:

Primary Impact: Not Applicable, Secondary Impact: Not applicable, Tertiary Impact: Not Applicable

## Legislative History

Date	Action
NA	NA



# City of Columbia

701 East Broadway, Columbia, Missouri 65201

## Suggested Council Action

Authorize the City Manager to enter into an agreement with Metal One America, Inc. for warehouse storage of carbon steel at the City's Transload facility.

Introduced by \_\_\_\_\_ Council Bill No. \_\_\_\_\_ R 7-16

**A RESOLUTION**

authorizing a warehouse agreement with Metal One America,  
Inc. for storage of carbon steel at the City's Transload Facility.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS  
FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a warehouse  
agreement with Metal One America, Inc. for storage of carbon steel at the City's Transload  
Facility. The form and content of the agreement shall be substantially as set forth in  
"Attachment A" attached hereto and made a part hereof.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor and Presiding Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Counselor

## WAREHOUSE AGREEMENT

Metal One America, Inc., a Delaware Corporation, having offices at 6250 N. River Road Suite 2055 60018 and (Warehouse) City of Columbia, Missouri, a municipal corporation, having its principal (and only unless otherwise disclosed below the signature line) place of business and chief executive office at 701 E. Broadway, Columbia, Missouri 65203 hereby recite and agree as follows:

### I. OWNERSHIP

Warehouse recognizes and acknowledges Metal One America, Inc. retention of ownership of all the "Collateral" and of all replacements, additions and substitutions thereof; all returns, reposessions and exchanges thereof.

"The Collateral"

Please see the attached Exhibit "A" attached hereto and made part hereof by attachment.

### 2. WAREHOUSE OBLIGATIONS

The Collateral will not be misused or abused, wasted or allowed to deteriorate, except for the ordinary wear and tear of its intended primary use.

The Collateral will be insured until this agreement is terminated against all expected risks to which it is exposed and those which Metal One America, Inc. may designate, with policies acceptable to Metal One America, Inc. and payable to both Metal One America, Inc. and (Warehouse) as their interests appear, and with duplicate policies deposited with Metal One America, Inc.

Warehouse shall maintain accurate records with respect to the goods and (on or before the last day of every month) warehouse shall deliver a written report to Metal One America, Inc. showing, for the (preceding month), the quantities and items of Goods (i) delivered to warehouse at the Facilities: and (ii) remaining in storage in the facilities at the (end of each month). Warehouse shall permit Metal One America, Inc., its employees, representatives, agents or authorized designees to examine and verify warehouse's records and to inspect Metal One America, Inc., inventory of goods at the facilities or at any other location at any time during normal business hours. Without limiting the generality of the foregoing, Metal One America, Inc., shall have the right (but not the obligation) to have its employees, representatives, agents or authorized designees present at the facilities to audit warehouse's record-keeping with respect to the goods, to ensure warehouse's proper storage of the goods, and for such other purposes and at such times as Metal One America, Inc. shall reasonably determine in its sole discretion.

Promptly upon delivery of the goods to the warehouse at the facilities, warehouse shall issue to Metal One America, Inc. non-negotiable receipts representing the goods received by it at the facilities and shall therefore promptly deliver the goods from the facilities in accordance with written instructions to be given by Metal One America, Inc. to warehouse from time to time or the conditions separately agreed between the parties.

The Collateral will not be sold, transferred, disposed, or made subject to any paid charge, including taxes of any subsequent interest of a third party created or suffered by (warehouse), voluntary or involuntary, unless Metal One America, Inc. consents in writing to such charge, transfer or disposition.

There shall be no amendments, additions or modifications of the agreement except by means of a written agreement signed by an authorized representative of each party and which refers to this agreement.

This Warehouse agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Warehouse Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

This agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. This agreement is subject to the approval and acceptance of each party evidenced by the execution of this agreement by an authorized signatory of each party and shall not become binding upon either party until so approved, accepted and executed.

(Warehouse) will authorize execution of any UCC Financing Statements or other document or procure any document to protect the agreement against the interests of a third party. (Warehouse) will promptly advise Metal One America, Inc in writing of its opening of any new places of business, or the closing of any existing places of business, or the change of name or nature of entity of (Warehouse).

(Warehouse) receives its consideration under the terms of this agreement in that it presents an opportunity for (Warehouse) to receive storage fees for the collateral from other companies that do business with Metal One America, Inc.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Parties hereto have executed this Warehouse Agreement by their duly authorized representatives as of the date of the last signatory to this Agreement.

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
Mike Matthes, City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Nancy Thompson, City Counselor

**METAL ONE AMERICA, INC.**

BY: Al Salazar  
TITLE: Corporate Credit Manager  
DATE: 7/2/2016

ATTEST

BY: Mary Lewis  
TITLE: SR Credit Analyst

Additional Locations of Collateral:

Exhibit A: Collateral will consist of carbon steel of various sizes and quantities.