NOTICE OF OPEN MEETING & VOTE TO CLOSE PART OF THE MEETING

A G E N D A COUNCIL MEETING

City of Moberly

City Council Room – Moberly City Hall 101 West Reed Street November 15, 2021 6:00 PM

Posted:

Pledge of Allegiance

Roll Call

Approval of Agenda

Approval of Minutes

1. Approval Of Minutes.

Recognition of Visitors

Communications, Requests, Informational Items

2. A Request From The Moberly Chamber Of Commerce To Hold The 2021 Christmas Parade On December 4, 2021.

Public Hearing and Receipt of Bids

3. Receipt Of Bids For The Tannehill Park Splash Pad.

Consent Agenda

Ordinances & Resolutions

- 4. An Ordinance Authorizing Five Cooperative Agreements For Infill Development With 3 Brothers Construction, LLC.
- 5. A Resolution Accepting The Bid And Authorizing Contracting With Irvinbilt Constructors, Inc. For The Tannehill Park Splash Pad.
- <u>6.</u> A Resolution Approving A Contract For The Purchase Of Real Estate And Ratifying The Execution Of Contracts On Behalf Of The City.
- 7. A Resolution Authorizing And Accepting A Change Order To The Energy Performance Contract With Energy Solutions Professionals, LLC., For Pavilion Construction And Solar Arrays.
- 8. A Resolution Authorizing The 2021 Christmas Parade Route And Public Consumption Of Alcoholic Beverages.
- 9. A Resolution Of The City Of Moberly, Missouri, Ratifying Execution Of An Airport Coronavirus Relief Grant Program Agreement.
- 10. A Resolution Authorizing Contracting With Cox McLain Environmental Consulting, Inc. For Preparation Of A Historic Preservation Plan Update.
- 11. A Resolution Adopting Health Insurance Stop Loss Policy And Health Insurance Plan Options For The City of Moberly, Missouri Employees For The Year 2022.
- 12. A Resolution Of The City Of Moberly, Missouri, Accepting Three Missouri Department Of Public Safety Grant Awards And One FEMA Grant Award And Ratifying The Mayor's Signature On All Subaward Agreements.
- 13. A Resolution Of The City Of Moberly, Missouri, Accepting A Missouri Department Of Public Safety Award And Authorizing The Mayor To Execute An Award Agreement.
- 14. A Resolution Approving An Extension Of A Letter Agreement With Jacobs Engineering To Provide Construction Inspection Services For The Dam Grouting Project.

- 15. A Resolution Authorizing The City Manager To Enter Into A Letter Agreement With Jacobs Engineering Group, Inc., For Professional Engineering Services Related To The Tannehill Apartment Project.
- 16. A Resolution Authorizing The City Manager To Enter Into A Letter Agreement With Jacobs Engineering Group, Inc., For Professional Engineering Services Related To A Tracer Study At The Water Treatment Plant.
- <u>17.</u> A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

Official Reports

18. Department Head Monthly Reports.

Anything Else to Come Before the Council

19. Consideration Of A Motion To Adjourn To A Work Session Followed By A Closed Session To Discuss The Status Of Pending Legal Issues And Negotiated Contracts. (Closed Statute 610.21) (1,12).

Adjournment

We invite you to attend virtually by viewing it live on the City of Moberly You Tube Live Channel, Facebook page. A link to the City's Channel can be found on our website's main page at www.cityofmoberly.com. The public is invited to attend the Council meeting. Representatives of the news media may obtain copies of this notice by contacting the City Clerk. If a special accommodation is needed as addressed by the Americans with Disabilities Act, please contact the City Clerk twenty-four (24) hours in advance of the meeting.

November 1, 2021 City of Moberly, Missouri Council Minutes

Council met in regular session at 6:00 p.m. in the City Hall Council Chambers with Mayor Jeffrey presiding.

All stood and recited the pledge of allegiance led by Mayor Jeffrey.

Council Members answering the roll call were: Jerry Jeffrey, Tim Brubaker, John Kimmons, Cole Davis, and Austin Kyser.

A motion was made by Brubaker and seconded by Kyser to approve the agenda. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

A motion was made by Kyser and seconded by Brubaker to approve the minutes of the October 18, and October 19, 2021, Council meetings as presented. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kyser introduced "A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$530,833.83." and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis, and Kyser. Nays: None. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Davis to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Mayor Jeffrey nominated Tom Hall to be reappointed to the Fire Prevention Board. A motion was made by Kimmons and seconded by Davis to reappoint Tom Hall to the Fire Prevention Board. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: None.

Mayor Jeffrey nominated Matt Douglass to be reappointed as the City of Moberly Representative to the University of Missouri Extension Council. A motion was made by Kyser and seconded by Brubaker to reappoint Matt Douglas as the City of Moberly Representative to the University of Missouri Extension Council. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: None.

A motion was made by Kyser and seconded by Brubaker to adjourn to a work session followed by a closed session to discuss the status of pending real estate, personnel issues and negotiated contract. (Closed Statute 610.021) (2,3,12). Roll call vote: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Mayor Jeffrey reopened the meeting.

A motion was made by Kyser and seconded by Brubaker to adjourn. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Work Session

The following was discussed at the Work Session:

A Request From The Moberly Chamber Of Commerce To Hold The 2021 Christmas Parade On December 4, 2021, And Lift Section 6-5, Public Consumption Of Alcohol, And Allow Food And Boutique Trucks To Park Along Reed Street.

A Request From Tony Stuart And Gavin O'Donnell With 3 Brothers Construction, LLC Requesting Five (5) Properties From The City For Re-Development.

A Discussion Regarding A Letter Agreement With Jacobs Engineering Group Inc. For Design Of A 12" Water Line Replacement Adjacent To Tannehill Apartment Project And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

A Discussion Regarding A Letter Agreement With Jacobs Engineering Group Inc. For Performing A Tracer Study At The Water Treatment Plant Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

A Discussion Regarding Sugar Creek Dam Leak Mitigation Phase II - Construction Extension For Extra Construction Days And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

A Proposal From Rick Davis For 936 Franklin Street To Expand His Home.

Receipt Of RFP's For A Consultant For Revamping Of The Historic Preservation Plan.

Receipt Of Bids For The Tannehill Park Splash Pad.

A Discussion Of Renewal Insurance Rate From USI.

#2.

City of Moberly City Council Agenda Summary

Agenda Number: Department:

Police

November 15, 2021 Date:

Agenda Item: Request from Moberly Chamber of Commerce to hold the 2021 Christmas

Parade on December 4, 2021.

Request to hold the 2021 Christmas Parade on Saturday December 4, 2021, **Summary:**

beginning at 3:00 pm. Chamber of Commerce requests permission to use City Hall Parking Lot and Depot Park Parking Lot to stage parade entries. Parade will start at W Reed and Sturgeon and travel west on Reed Street to Johnson Street where it will disband. Chamber of Commerce Director Megan Schmitt expects thirty-three entries in the parade and will have six volunteers to help with the parage. Moberly Police are requested to lead the parade and provide traffic control along the parade route. Contact is Megan Schmitt, 660-263-

6070.

In addition to the parade, vendor pop ups are scheduled to begin at 9am, horse drawn carriage rides plan to be available and mobile food trucks/boutique trailers will be parked in parking spaces along Reed Street. Moberly Chamber of Commerce further requests the lifting of Section 6-5, public consumption of alcoholic beverages from 9:00am to 7:00pm for Reed Street 100-500 blocks, Coates Street, 200-500 blocks and the 200 block of Clark Street, Williams Street, 4th Street, 5th Street and Johnson St. The lifting of Section 6-5 is to allow downtown restaurants and licensed alcohol vendors sell alcoholic drinks to attendees to carry with them. All alcoholic beverages will be served in event cups and each person served will receive a wristband to confirm they are of legal age to consume alcohol.

Recommended Action

Approve this request.

Fund Name:

Account Number:

Available Budget \$:

ATTACHMENTS:		Roll Ca	l Aye	Nay
Memo Staff Report Correspondence	Council Minutes Proposed Ordinance Proposed Resolution	Mayor M SJeffre Council Member	у	
Bid Tabulation P/C Recommendation P/C Minutes Application Citizen Consultant Report	Attorney's Report Petition Contract Budget Amendment Legal Notice Other	MSBruba MSKimm MSDavis MSKyser	ions	Failed
	5			

Submit completed form w any attachments to: Moberly Police Department ATTN: Chief of Police

APPLICATION FOR PARADE PERMIT City of Moberly, Missouri

	Date:10/4/2021
1.	Organization/Agency requesting permit: Moberly Area Chamber of Commerce_
2.	Name of Person making Application: _Megan Schmitt
	Contact Person: _Megan Schmitt Phone:660-263-6070
3.	Date of Parade: _Saturday, December \$\frac{1}{202} Start Time: _3 P.M
4.	Staging Area: Behind Post office extending down W. Reed Street toward college
5.	Approximate Number of Units Participating in Parade: A. Bands
6.	Parade Route and ending point: Parade staging at City Hall Parking Lot, Depot Park Parking Lot Parade Floats Begin at City Hall. Head West on Reed to Johnson, Disband at Johnson.
7.	Will organization or parade participants be dispersing any items during the parade? Yes ☐ No ☒ If yes, what?
8.	Will organization or agency furnish personnel to assist the police with security or traffic along the parade route? Yes No I fso, how many?Six
9.	Have read and agree to the rules outlined in the parade permit. Yes No
10.	Signature of Applicant: Megan Cellant
11.	Approved: Disapproved
12.	By authority of Chief of Police) Date 10-15-2

City of Moberly, Missouri

PARADE PERMIT

St Baptist Church Johnson SI A STANCE 旧代印刷组 and Egg Emporium Jes Jabing s equal Moberly Missouri Cours umed License Bureau S billi Si Central B - Branch W Adline St Methodist Church E S Ν Trinity United Christmas Festival — December 5, 2020 THE BELL **Public Consumption Area** Takeout - Delivery 据川中上 Sun Kissed Ten 言語の語言 Community Bank MODE MODE DEPOSIT Class & Wuffler Discours Auto to rea Hamilians Decimal sumply side M Clark St 內信衛衛 TITO COPY 四部出口 門の神神の門 Reed Street Woberly Police pepariment is unding H undang s 協 naagims M FROI

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Moberly Area Chamber of Commerce

211 West Reed Street | Moberly, MO 65270 phone 660.263.6070 | fax 660.263.9443 www.MoberlyChamber.com

Dear Mr. Crane:

On behalf of the Moberly Area Chamber of Commerce, we are seeking permission to lift public consumption of alcohol for Moberly's Christmas Festival on December 4, 2021 in Downtown Moberly. This event will include all day pop up vendor markets, a parade horse drawn carriage rides. Lifting public consumption will allow our downtown restaurants and licensed alcohol vendors to sell alcoholic drinks to event attendees to carry with them during the event. All alcoholic beverages will be served in an event cup and each person served will receive a wristband to confirm they have been carded.

Vendor Pop Ups are scheduled to begin at 9am, lifting of public consumption should also begin at 9am. All events during the day and Public consumption will end by 7pm.

We are also requesting to allow mobile food trucks and boutique trailers to park in parking spaces on Reed during the event due to the limited available vendor space this year in the downtown buildings due to permanent tenants.

If the City of Moberly (or a specific department) would prefer adjustments to this request the event planning committee is open to that feedback. If any specific department has additional questions or would like to meet directly with the planning committee please contact Megan Schmitt by email <u>director@moberly.com</u> or phone 660.263.6070.

Thank you for your time and consideration.

Sincerely,

Executive Director – Moberly Area Chamber of Commerce

#3.

City of Moberly City Council Agenda Summary

Agenda Number: Department:

ment: Parks and Recreation

Date: November 15, 2021

Agenda Item: Receipt of Bids for the Tannehill Park Splash Pad

Summary:

Water's Edge ran a bid process, posted bids on Drexel Technologies for contractors, and reached out to prospective contractors. Four companies picked up the plans. Only one submitted a bid – Irvinbilt with a base bid of \$599,700. Staff and Water's Edge concur on the alternates and do not recommend approval of Alternate 1 (asphalt shingle roof which would have been a deduct, but result in more maintenance/replacement cost over time) or Alternate 2 (additional \$15,500 for UV treatment of water as chemical is sufficient).

Irvinbilt is a contractor Water's Edge has much experience with and has high regard for in terms of both quality and not nickel and diming with numerous change orders.

Given the market, this was about where Water's Edge expected it would land in recent weeks both in terms of material and labor prices as well as a couple scope changes including setting a new manhole. This is a fairly limited/bare bones splash pad so there really is not room to trim the scope and the project will not get cheaper by waiting.

This is also a promised project both in the 10 year plan as well as with Swift and their contribution. The project will bring young families downtown, complement the upcoming redevelopment of the old Junior High, and likely spur interest in and potentially improvement of adjacent residential.

Recommended

Action: Approve the Resolution.

Fund Name: Parks – Capital Improvement

Account Number: 115.041.5502

Available Budget \$: \$771,062.22

ATTACHMENTS:			Roll Call	Aye	Nay
Memo Staff Report Correspondence X Bid Tabulation	Council Minutes Proposed Ordinance Proposed Resolution Attorney's Report		Mayor M S Jeffrey Council Member		
P/C Recommendation P/C Minutes Application Citizen Consultant Report	Petition Contract Budget Amendment Legal Notice Other		M S Brubaker M S Kimmons M S Davis M S Kyser	Passed	Failed
		9			

Splash Pad

CITY OF MOBERLY

"BID OPENING" Sign-In Sheet

Date: 10.27.2021 2:00 pm

Name	Company
Coral Waadin	City of Moberly
Troy Bock	1.
Steve Case	Iouinbilt Constructors
Michael Fosher	Woters Edge
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<u> </u>	

CITY OF MOBERLY

"BID OPENING"

Date: 10.27,2021, 2:00 pm

Irvinbilt	\$ Base And: \$599, 700.00 Alternate 2: 87,000 to deduct \$ Alternate 2: Adol 15,500.00
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BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address): Irvinbilt Constructors, Inc.	
PO Box 1107 Chillicothe, MO 64601 SURETY (Name and Address of Principal Place of It Atlantic Specialty Insurance Company	Business):
605 North Highway 169, Ste 800 Plymouth, MN 55441 OWNER (Name and Address):	
City of Moberly 101 West Reed Street	
Moberly, MO 65270 BID	
Bid Due Date: 10/27/2021 Description (Project Name and Include Location)	: Tannehill Park Spray Ground Moberly, MO
BOND	Moderly, MO
Bond Number: N/A	
Date (Not earlier than Bid due date): 10/27/2021	
Penal sum Five Percent of Bid Amount	
(Words)	(Figures)
Control D'III I a Part I II II II I	
this Bid Bond to be duly executed by an authorized off	y, subject to the terms set forth below, do each cause icer, agent, or representative.
this Bid Bond to be duly executed by an authorized off	icer, agent, or representative.
this Bid Bond to be duly executed by an authorized off BIDDER	SURETY
this Bid Bond to be duly executed by an authorized off BIDDER Irvinbilt Constructors, Inc. (Seal)	SURETY Atlantic Specialty Insurance Company (Seat &
this Bid Bond to be duly executed by an authorized off BIDDER	SURETY
BIDDER Irvinbilt Constructors, Inc. Bidder's Name and Corporate Seal By:	SURETY Atlantic Specialty Insurance Company (Seat &
BIDDER Irvinbilt Constructors, Inc. Bidder's Name and Corporate Seal	SURETY Atlantic Specialty Insurance Company (Seat Sourcety's Name and Corporate Seal
BIDDER Irvinbilt Constructors, Inc. Bidder's Name and Corporate Seal By:	SURETY Atlantic Specialty Insurance Company (Seators) Surety's Name and Corporate Seal By: MCE CC SURETY Atlantic Specialty Insurance Company (Seators) By: August 1985 By: August 1985
BIDDER Irvinbilt Constructors, Inc. Bidder's Name and Corporate Seal By: Signature Print Name Residual	SURETY Atlantic Specialty Insurance Company Surety's Name and Corporate Seal By: Signature (Attach Power of Attorney's Oldmann) Tessa R. Turner
BIDDER Irvinbilt Constructors, Inc. Bidder's Name and Corporate Seal By: Signature Print Name	SURETY Atlantic Specialty Insurance Company (See 1) Surety's Name and Corporate Seal By: Tessa R. Turner Print Name
BIDDER Irvinbilt Constructors, Inc. Bidder's Name and Corporate Seal By: Signature Print Name Attest: Signature Signature	SURETY Atlantic Specialty Insurance Company (Seal Sourcety's Name and Corporate Seal By: Signature (Attach Power of Attorney's Oldmann) Tessa R. Turner Print Name Attorney-in-Fact Title Kelly R. Watson, Witness
BIDDER Irvinbilt Constructors, Inc. Bidder's Name and Corporate Seal By: Signature Print Name Attest: At	SURETY Atlantic Specialty Insurance Company (Seal Sourcety's Name and Corporate Seal By: Tessa R. Turner Print Name Attorney-in-Fact Title Kelly R. Watson, Witness Title

- 1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:
 - 1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
 - 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
 - 1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
- 2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
- 3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
- 4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- 5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
- 6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
- 7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
- 9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
- 10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
- 11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Sean R. Miller, Matthew J. Miller, Dale Gebauer, D. C. Pruett, Amber M. Manning, Chris Miller, Tessa R. Turner, Paige M. Turner, Kelly R. Watson, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

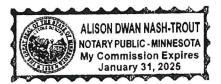
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Ву

Paul J. Brehm, Senior Vice Presiden

STATE OF MINNESOTA HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Dublia

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 27th day of October, 2021

This Power of Attorney expires January 31, 2025 SEAL 1986
SEAL 1

Kara Barrow, Secretary

Please direct bond verifica <u>urety@intactinsurance.com</u>

SECTION 00 41 00 BID FORM

PAR	RT 1	- PROJECT IDENTIFICATION
1.01	Pr	oject Name:
		Tannehill Park Spray Ground
PAR	RT 2	- THE BID IS SUBMITTED TO:
2.01	Ov	vner
	A.	City Clerk
		City of Moberly
		101 West Reed Street
		Moberly, MO 65270
PAR	T 3	- DATE SUBMITTED:
3.01	Da	te: October 27, 2021 (BIDDER TO ENTER DATE)
PAR	T 4	BID SUBMITTED BY:
4.01	Bio	lder's Information:
		Bidder's Name: Irvinbilt Constructors, Inc.
		Bidder's Address: PO Box 1107
		Bidder's City, State, Zip: Chillicothe, MO 64601
		Bidder's Telephone/Fax No.: 660-646-3553
		State Contractor License No.: (if applicable)
4.02	with indi	e undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement of Owner in the form included in the Bidding Documents to perform all Work as specified or cated in the Bidding Documents for the prices and within the times indicated in this Bid and in ordance with the other terms and conditions of the Bidding Documents.
4.03	Inst The	der accepts all of the terms and conditions of the Advertisement or Invitation to Bid and ructions to Bidders, including without limitation those dealing with the disposition of Bid security. Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer od of time that Bidder may agree to in writing upon request of Owner.
4.04	In s	ubmitting this Bid, Bidder represents, as set forth in the Agreement, that:
ä	A.	Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.
		1. Addendum No. 1 Addendum Date 10/21/21 2. Addendum No. 2 Addendum Date 10/25/21 3. Addendum No. Addendum Date 4. Addendum No. Addendum Date
	B.	Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of Work.
1	C.	Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that

may affect cost, progress, and performance of the Work.

- D. Bidder has carefully studied all:
 - Reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in the pertinent article of the General Conditions, and
 - Reports and drawings of a Hazardous Environmental Condition, if any, which has been 2. identified in the Supplementary Conditions as provided in the pertinent article of the General Conditions.
- Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplemental examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies ١., that Bidder had discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 4.05 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirect induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
- 4.06 Bidder will complete the Work in accordance with the Contract Documents for the following prices (discrepancies between words and figures will be resolved in favor of the words):

Α.	Base	e Bid:
	1.	Base Bid, Five hundred minety- mine thousand seven
		Kundrig dollars
		(\$ 599,700), in lawful money of the United States of America.
	2.	All specific cash allowances are included in the price(s) set forth above and have been
		computed in accordance with the General Conditions.
B.	Alter	rnates: See Section 01 23 00 - Alternatives for detailed description of each alternate.
	1.	Alternate 1 - Asphalt Shingles Add Deduct - Kowin + howeng
		dollars
		(\$

		2.	Alternate 2 - UV Treamen Add/Deduct -	een Thousand Five Hordred
			(\$ 15,500), in lawful money o	f the United States of America.
4.07	pay	yment	grees that the Work will be substantially completed in accordance with the General Conditions on or days indicated in the Agreement.	d and completed and ready for final perfore the dates or within the number of
4.08			ccepts the provisions of the Agreement as to liquic the Work within the times specified above, which	
4.09	The	e follo	wing documents are to be attached to and made a	condition of this Bid:
	A.		uired Bid security in the form of a Bid Bond in the a and as described in the Instructions to Bidders.	amount of 5% of Bidder's maximum Bid
4.10			s used in this Bid with initial capital letters have thes, the General Conditions, and the Supplementary	
PAR	T 5 -	- BID	FORM SIGNATURE(S)	
5.01	If B	idder	is a Corporation:	
	A.	The	Corporate Seal of	
	B.		Irvinbilt Constructors, Inc.	<u>-</u>
	C.		ler - print the full name of your firm)	
	D.	was	hereunto affixed in the presence of:	
	E.		, President	-
	F.	(Aut	orized signing officer, Title)	
	G.	(Sea	1) /	
	Н.		V /	-
	l.	(Autl	norized signing officer, Title)	
5.02	If B	idder	is an Individual:	
	A.	Nam	e (typed or printed):	
	B.			-
	C.	(Bidd	ler - print full name)	
	D.	By:		
	E.			
	F.	(Indi	vidual's Signature)	
	G.	Doin	g Business As:	
	H.			
	l.		orized signing officer, Title)	
5.03	If B	idder	s a Partnership:	
	A.	Partr	ership Name:	
	B.	3		
	C.	(Bido	er - print the full name of your firm)	
	D.	By:		
	E.	-		
	F.	(Sign	ature of General Partner - attach evidence of auth	ority to sign)
	G. H.	(Prin	ed Name of General Partner)	

Waters Edge Aquatic Design WEAD 21-520

Tannehill Park Spray Ground Moberly, MO

5.04	It B	idder is a Joint Venture:
	A.	Joint Venturer Name:
	B.	
	C.	(Print the full name)
	D.	By:
	E.	
	F.	(Signature of Joint Venture Partner - attach evidence of authority to sign)
	G.	
	H.	(Printed Name of Joint Venture Partner)
5.05		e Bid is a joint venture or partnership, add additional forms of execution for each member of the tventure in the appropriate form or forms as above.

City of Moberly City Council Agenda Summary

Public Works

Date: November 15, 2021

Agenda Item: An Ordinance Authorizing Five Cooperative Agreements For Infill

Development With 3 Brothers Construction, LLC.

Summary: Please find attached the 5 agreements with 3 brothers Construction, LLC for

development of in fill housing on 5 properties.

Recommended

Action: Approve this ordinance.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:		Roll Call	Aye	Nay
Memo Staff Report Correspondence	Council Minutes x Proposed Ordinance Proposed Resolution	Mayor M S Jeffrey		
Bid Tabulation P/C Recommendation P/C Minutes Application Citizen Consultant Report	Attorney's ReportPetitionContractBudget AmendmentLegal NoticeOther _	Council Member M S Brubaker M S Kimmons M S Davis M S Kyser	Passed	Failed

LL NO	ORDINANCE NO	
	ING FIVE COOPERATIVE AGREEMENTS FOR INFILL OTHERS CONSTRUCTION, LLC.	
NOW THEREFORE BE IT ORI MOBERLY, MISSOURI, TO-W	DAINED BY THE CITY COUNCIL OF THE CITY OF /IT:	
SECTION ONE: The Ca	ity of Moberly has adopted a policy and practice of encouraging	
infill development of housing on p	property acquired by the City.	
SECTION TWO: 3 Br	others Construction, LLC has previously successfully partnered	
with the City to develop infill house	sing and is willing to develop additional properties.	
SECTION THREE: 3 B	rothers Construction, LLC has negotiated agreements with city	
staff to develop 139 Bedford, 514 Roberts, 534 Barrow, 641 N. Ault and 715 W. Coates for infill		
development as provided in the attached Cooperative Agreements for Infill Development and said		
Cooperative Agreements are hereby authorized and the City Manager is hereby authorized to		
execute said Cooperative Agreeme	ents.	
SECTION FOUR: This C	Ordinance shall be in full force and effect from and after its	
passage and adoption by the Counc	cil of the City of Moberly, Missouri, and its signature by the	
officer presiding at the meeting at	which it was passed and adopted.	
PASSED AND ADOPTE	D by the Council of the City of Moberly, Missouri, this 15th day	
of November, 2021.		
•		
ATTEST:	Presiding Officer at Meeting	
City Clerk		

COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT

THIS COOPERATIV	/E AGREEMENT I	FOR INFILL DEVELOPMENT (this "Agreement") is made and entered
into as of this	day of	, 2021 (the "Effective Date") by and between THE CITY
OF MOBERLY, a ci	ty of the third cl	ass and a Missouri municipality having a principal office at 101 West
Reed Street, Mob	erly, Missouri, 6	5270 (the "City") and 3 Brothers Construction, LLC, a Missouri Limited
Liability Company	, having a busine	ess office at 9503 Highway BB, Huntsville, Missouri, 65259 (the
"Developer").		

RECITALS

- A. The Developer wishes to acquire and redevelop Property which is currently vacant and underutilized and which activities by the Developer the City recognizes will facilitate the City's economic development goals and improve property values in the area where the Property is located.
- B. The City is willing to convey the Property to the Developer pursuant to the terms of this Agreement in exchange for the Developer's promise to expend the Developer's funds to construct a residence on the Property, all in accordance with the terms of this Agreement and building plans submitted to the City.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and the mutual promises and covenants set forth in this Agreement, the City and Developer each hereby agrees as follows:

ARTICLE I. THE PROPERTY AND CONSTRUCTION

- **Section 1.1.** Conveyance of the Property. Subject to the terms and conditions of this Agreement, the City agrees to convey vacant infill property zoned for residential use in exchange for Developer's agreement to construct a residence in conformance with building plans submitted and approved by the City.
- **Section 1.2.** The Property. The Property shall mean the generally vacant and unimproved lots numbered as 139 Bedford Street and further depicted and legally described as All of the South Forty-five (45) Feet of Lot Seven (7) of Block Three (3) of the Porter, Hatcher & Tannehills Addition of Moberly, Randolph County, Missouri.
- **Section 1.3.** Construction. The Developer shall deposit \$1,000.00 (the "deposit") within thirty (30) days of the Effective Date. The Developer shall pay for all permitting fees and other standard construction costs which costs will be deducted from the deposit. Developer shall submit building plans and make application for a building permit within six (6) months of the Effective Date. Developer agrees to initiate construction within thirty (30) days of receipt of the building permit. Developer agrees to complete construction of the residence within eighteen (18) months of the Effective Date. Developer agrees to abide by all construction standards required under city Building Regulations and Inspections.

ARTICLE II. CONVEYANCE AGREEMENT

- **Section 2.1.** Transfer of the Property. Subject to the terms and conditions of this Agreement and within thirty (30) days of the acceptance by the City of the site and building plan(s) and issuance of the building permit, the City agrees to convey the Property at closing. The purchase price for the Property shall be One Dollar (\$1.00) and other good and valuable consideration as stated herein.
- **Section 2.2.** <u>Deed.</u> The conveyance of title shall be by Quit-Claim deed in which the City shall convey to Developer all the right, title and interest held by the City in the Property and not by Warranty Deed. City makes no warranties as to the merchantability of title. Developer agrees to record the Quit-Claim deed contemporaneously with delivery of the deed.

Section 2.3. Events of Closing.

- (a) Each Party shall execute, acknowledge, and deliver, after the closing, such further assurances, instruments and documents as the other may reasonably request in order to fulfill the intent of the Purchase Agreement and the transactions contemplated hereby.
- (b) If Developer desires a Title Commitment be issued prior to closing, Developer shall pay the costs of any title commitment and for premiums on any owner's policy of title insurance, and any title endorsements to any such policy, issued by the Title Company that the Developer elects to obtain on the Property. All outstanding real estate taxes, and all other public or governmental charges and public or private assessments against the Property which are or may be payable on an annual basis (including liens or encumbrances for sewer, water, drainage or other public improvements whether completed or commences on or prior to the Effective Date or subsequent thereto), shall be paid by Developer. All other costs of closing shall be borne by the Developer including, without limitation, any applicable state, county and municipal transfer taxes, closing costs and recording fees charged by the Title Company.
- (c) BY CLOSING ON THE PROPERTY, THE DEVELOPER ACKNOWLEDGES THAT THE DEVELOPER HAS HAD ADEQUATE OPPORTUNITY TO INSPECT, REVIEW AND CONSIDER ALL MATTERS AFFECTING THE USE, OWNERSHIP AND DEVELOPMENT OF THE PROPERTY AND THAT THE CONVEYANCE OF SAME BY THE CITY IS TO BE MADE ON AN "AS IS/WHERE IS" BASIS AND WITHOUT RECOURSE TO THE CITY. THE CONVEYANCE OF THE PROPERTY SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION: (i) ANY IMPLIED WARRANTY OR MERCHANTABILITY, FITNESS OR HABITABILITY, GOOD OR FAIR CONDITION OR REPAIR OR GOOD AND WORKMANLIKE CONSTRUCTION AND (ii) ANY WARRANTIES OR REPRESENTATIONS WITH RESPECT TO SITE CONDITIONS AS OF THE EFFECTIVE DATE AND OF THE CLOSING AND CONVEYANCE OF THE PROPERTY OR POTENTIAL LIABILITIES UNDER OR WITH RESPECT TO ANY FEDERAL, STATE OR LOCAL ENVIRONMENTAL LAW OR REGULATION, ALL OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY THE CITY AND EACH OF WHICH DISCLAIMERS IS HEREBY AGREED TO AND ACCEPTED BY THE DEVELOPER.

Section 2.4. Real Estate Brokers. The City and Developer hereby state and warrant to each other that neither has dealt with any real estate broker, agent or salespersons in connection with this transaction and the sale of the Property. To the full extent permitted by law, the City and Developer each agree to indemnify and hold the other harmless against any claims for real estate commissions or consultant fees claiming representation of such party in this transaction. Such obligations to indemnify and hold harmless shall include, without limitation, all costs and attorneys' fees relating to litigation and other proceedings.

ARTICLE III BREACH

Section 3.1. Breach and Compliance; Right to Cure; Remedies Not Exclusive. In the event of substantial non-compliance with any of the terms of this Agreement, written notice of same may be delivered to the Developer by the City, and, if the Developer shall not have corrected such substantial non-compliance within Forty-five (45) days after receipt of such notice the City may institute such proceedings as may be necessary or desirable in the City's sole opinion to cure and remedy such default including, without limitation, the remedy of specific performance. If Developer fails to correct any such substantial non-compliance as herein provided it shall forfeit the deposit. None of the foregoing remedies shall be exclusive or any other remedy otherwise available to the City at law or in equity and any and all such remedies may be exercised by the City individually, sequentially, collectively, or in the alternative, all at the City's sole discretion.

ARTICLE IV MISCELLANEOUS PROVISIONS

- **Section 4.1.** Neither Party shall be permitted to sell, assign or otherwise transfer its interest in the Agreement in whole or in part to any other individual or entity.
- **Section 4.2.** <u>Term of Agreement.</u> This Agreement shall continue in force until the date of the issuance of the last Certificate of Occupancy for any Building(s) on the Property. The rights and privileges granted to and the duties and obligations imposed on the Developer by this Agreement shall apply only to the Property.
- **Section 4.3.** <u>Notices.</u> Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice shall be in writing addressed to the addresses at the address set forth below, and transmitted by first class mail:

City: City of Moberly

Attention: Tom Sanders Moberly, Missouri 65270

Developer: Gavin O'Donnell

9503 Highway BB Huntsville, Missouri 65270

Section 4.4. Choice of Law; Venue; Waiver of Objections. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Parties agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri and waive any objection based upon venue or forum non conveniens or otherwise.

- **Section 4.5.** Entire Agreement; Amendments; No Waiver by Prior Actions. The Parties agree that this Agreement constitutes the entire agreement between them and no other agreements or representations have been made by the Parties. This Agreement shall only be amended in writing and effective when signed by the duly authorized agents of the Parties. The failure of any Party to insist in any one or more cases upon the strict performance of any term, covenant or condition shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.
- **Section 4.6.** No Waiver of Sovereign Immunity; Public Liability Strictly Limited. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's Sovereign Immunity. The Parties agree that in no event shall the City, or any of its officials, officers, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to the Developer or any lessee, sublessee, assign, heir or personal representative of the Developer in respect of any suit, claim, or cause of action arising out of this Agreement.
- **Section 4.7. Deposit Refund.** Upon issuance of an Occupancy Permit for the completed residence the City agrees to account for and refund any portion of the deposit not expended during the project.
- **Section 4.8.** Execution in Counterparts. Each person executing this Agreement warrants and represents that he or she has authority to do so on behalf of the entity he or she represents. This Agreement may be executed in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and same instrument, binding on the Parties hereto.

CITY OF MODERLY

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

	CITY OF WIODERLY
	Ву:
	Brian Crane, City Manager
ATTEST:	
City Clerk	
	DEVELOPER
	Ву:
	Gavin O'Donnell

ACKNOWLEDGEMENTS

STATE OF MISSOURI))SS	
COUNTY OF RANDOLPH)	
On this day of, 2021, befor known, who being by me first duly sworn, did say that h Missouri, and that said instrument was signed on behal said City Manager acknowledged said instrument to be	ne is the City Manager of the City of Moberly, f of said City by authority of its City Council and
and State aforesaid, the day and year first above written	
	Notary Public
My commission expires:	Seal:
STATE OF MISSOURI))SS COUNTY OF RANDOLPH)	
On this day of, 2021, ber personally known, who being by me first sworn, did say Construction, and that said instrument was signed on b acknowledged said instrument to be the free act and de	that he is the Manager/Member of 3 Brothers ehalf of said LLC by authority of the LLC and he
IN TESTIMONY THEREOF, I have hereunto set m and State aforesaid, the day and year first above written	ny hand and affixed my official seal in the County n.
	Notary Public
My commission expires:	Seal:

COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT

THIS COOPERATIV	E AGREEMENT FOR	R INFILL DEVELOPMENT (this "Agreement") is made and entered
into as of this	day of	, 2021 (the "Effective Date") by and between THE CITY
OF MOBERLY a cit	y of the third class	and a Missouri municipality having a principal office at 101 West
Reed Street, Mob	erly, Missouri, 652	70 (the "City") and 3 Brothers Construction, LLC, a Missouri Limited
Liability Company	, having a business	office at 9503 Highway BB, Huntsville, Missouri, 65259 (the
"Developer").		

RECITALS

- A. The Developer wishes to acquire and redevelop Property which is currently vacant and underutilized and which activities by the Developer the City recognizes will facilitate the City's economic development goals and improve property values in the area where the Property is located.
- B. The City is willing to convey the Property to the Developer pursuant to the terms of this Agreement in exchange for the Developer's promise to expend the Developer's funds to construct a residence on the Property, all in accordance with the terms of this Agreement and building plans submitted to the City.

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- **Section 1.2.** The Property. The Property shall mean the generally vacant and unimproved lots numbered as 514 Roberts Street and further depicted and legally described as All of Lots Six (6) and Seven (7) of Block Eight (8) of the Hunt Godfrey and Porters 2nd Addition of Moberly, Randolph County, Missouri.
- **Section 1.3.** Construction. The Developer shall deposit \$1,000.00 (the "deposit") within thirty (30) days of the Effective Date. The Developer shall pay for all permitting fees and other standard construction costs which costs will be deducted from the deposit. Developer shall submit building plans and make application for a building permit within six (6) months of the Effective Date. Developer agrees to initiate construction within thirty (30) days of receipt of the building permit. Developer agrees to complete construction of the residence within eighteen (18) months of the Effective Date. Developer agrees to abide by all construction standards required under city Building Regulations and Inspections.

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- (b) If Developer desires a Title Commitment be issued prior to closing, Developer shall pay the costs of any title commitment and for premiums on any owner's policy of title insurance, and any title endorsements to any such policy, issued by the Title Company that the Developer elects to obtain on the Property. All outstanding real estate taxes, and all other public or governmental charges and public or private assessments against the Property which are or may be payable on an annual basis (including liens or encumbrances for sewer, water, drainage or other public improvements whether completed or commences on or prior to the Effective Date or subsequent thereto), shall be paid by Developer. All other costs of closing shall be borne by the Developer including, without limitation, any applicable state, county and municipal transfer taxes, closing costs and recording fees charged by the Title Company.
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Attention: Tom Sanders Moberly, Missouri 65270

Developer: Gavin O'Donnell

9503 Highway BB Huntsville, Missouri 65270

Section 4.4. Choice of Law; Venue; Waiver of Objections. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Parties agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the

Circuit Court of Randolph County, Missouri and waive any objection based upon venue or forum non conveniens or otherwise.

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CITY OF MADDEDLY

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

	CITY OF WIODERLY
	By:Brian Crane, City Manager
ATTEST:	
City Clerk	

By:		
Gavin O'Donnell		

DEVELOPER

ACKNOWLEDGEMENTS

STATE OF MISSOURI))SS	
COUNTY OF RANDOLPH)	
On this day of, 2021, before known, who being by me first duly sworn, did say that I Missouri, and that said instrument was signed on behalf said City Manager acknowledged said instrument to be	ne is the City Manager of the City of Moberly, f of said City by authority of its City Council and
IN TESTIMONY THEREOF, I have hereunto set mand State aforesaid, the day and year first above writte	ny hand and affixed my official seal in the County n.
	Notary Public
My commission expires:	Seal:
STATE OF MISSOURI))SS COUNTY OF RANDOLPH)	
On this day of, 2021, be personally known, who being by me first sworn, did say Construction, and that said instrument was signed on backnowledged said instrument to be the free act and december 2015.	that he is the Manager/Member of 3 Brothers ehalf of said LLC by authority of the LLC and he
IN TESTIMONY THEREOF, I have hereunto set m and State aforesaid, the day and year first above writte	ny hand and affixed my official seal in the County n.
	Notary Public
My commission expires:	Seal:

COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT

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into as of this	day of	, 2021 (the "Effective Date") by and between THE CITY
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Reed Street, Mob	erly, Missouri, 6	5270 (the "City") and 3 Brothers Construction, LLC, a Missouri Limited
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- **Section 1.2.** The Property. The Property shall mean the generally vacant and unimproved lots numbered as 534 Barrow Street and further depicted and legally described as All of Lot Nine (9) and Ten (10) Foot x Fifty (50) Foot strip Adjacent on South Being Vacant Part of Roberts Street, Block Seven (7) of the Hunt Godfrey & Porter 2nd Addition of Moberly, Randolph County, Missouri.
- **Section 1.3.** Construction. The Developer shall deposit \$1,000.00 (the "deposit") within thirty (30) days of the Effective Date. The Developer shall pay for all permitting fees and other standard construction costs which costs will be deducted from the deposit. Developer shall submit building plans and make application for a building permit within six (6) months of the Effective Date. Developer agrees to initiate construction within thirty (30) days of receipt of the building permit. Developer agrees to complete construction of the residence within eighteen (18) months of the Effective Date. Developer agrees to abide by all construction standards required under city Building Regulations and Inspections.

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- (b) If Developer desires a Title Commitment be issued prior to closing, Developer shall pay the costs of any title commitment and for premiums on any owner's policy of title insurance, and any title endorsements to any such policy, issued by the Title Company that the Developer elects to obtain on the Property. All outstanding real estate taxes, and all other public or governmental charges and public or private assessments against the Property which are or may be payable on an annual basis (including liens or encumbrances for sewer, water, drainage or other public improvements whether completed or commences on or prior to the Effective Date or subsequent thereto), shall be paid by Developer. All other costs of closing shall be borne by the Developer including, without limitation, any applicable state, county and municipal transfer taxes, closing costs and recording fees charged by the Title Company.
- (c) BY CLOSING ON THE PROPERTY, THE DEVELOPER ACKNOWLEDGES THAT THE DEVELOPER HAS HAD ADEQUATE OPPORTUNITY TO INSPECT, REVIEW AND CONSIDER ALL MATTERS AFFECTING THE USE, OWNERSHIP AND DEVELOPMENT OF THE PROPERTY AND THAT THE CONVEYANCE OF SAME BY THE CITY IS TO BE MADE ON AN "AS IS/WHERE IS" BASIS AND WITHOUT RECOURSE TO THE CITY. THE CONVEYANCE OF THE PROPERTY SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION: (i) ANY IMPLIED WARRANTY OR MERCHANTABILITY, FITNESS OR HABITABILITY, GOOD OR FAIR CONDITION OR REPAIR OR GOOD AND WORKMANLIKE CONSTRUCTION AND (ii) ANY WARRANTIES OR REPRESENTATIONS WITH RESPECT TO SITE CONDITIONS AS OF THE EFFECTIVE DATE AND OF THE CLOSING AND CONVEYANCE OF THE PROPERTY OR POTENTIAL LIABILITIES UNDER OR WITH RESPECT TO ANY FEDERAL, STATE OR LOCAL ENVIRONMENTAL LAW OR REGULATION, ALL OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY THE CITY AND EACH OF WHICH DISCLAIMERS IS HEREBY AGREED TO AND ACCEPTED BY THE DEVELOPER.

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ARTICLE III BREACH

Section 3.1. Breach and Compliance; Right to Cure; Remedies Not Exclusive. In the event of substantial non-compliance with any of the terms of this Agreement, written notice of same may be delivered to the Developer by the City, and, if the Developer shall not have corrected such substantial non-compliance within Forty-five (45) days after receipt of such notice the City may institute such proceedings as may be necessary or desirable in the City's sole opinion to cure and remedy such default including, without limitation, the remedy of specific performance. If Developer fails to correct any such substantial non-compliance as herein provided it shall forfeit the deposit. None of the foregoing remedies shall be exclusive or any other remedy otherwise available to the City at law or in equity and any and all such remedies may be exercised by the City individually, sequentially, collectively, or in the alternative, all at the City's sole discretion.

ARTICLE IV MISCELLANEOUS PROVISIONS

- **Section 4.1.** Neither Party shall be permitted to sell, assign or otherwise transfer its interest in the Agreement in whole or in part to any other individual or entity.
- **Section 4.2.** <u>Term of Agreement.</u> This Agreement shall continue in force until the date of the issuance of the last Certificate of Occupancy for any Building(s) on the Property. The rights and privileges granted to and the duties and obligations imposed on the Developer by this Agreement shall apply only to the Property.
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City: City of Moberly

Attention: Tom Sanders Moberly, Missouri 65270

Developer: Gavin O'Donnell

9503 Highway BB Huntsville, Missouri 65270

Section 4.4. Choice of Law; Venue; Waiver of Objections. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Parties agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the

Circuit Court of Randolph County, Missouri and waive any objection based upon venue or forum non conveniens or otherwise.

- **Section 4.5.** Entire Agreement; Amendments; No Waiver by Prior Actions. The Parties agree that this Agreement constitutes the entire agreement between them and no other agreements or representations have been made by the Parties. This Agreement shall only be amended in writing and effective when signed by the duly authorized agents of the Parties. The failure of any Party to insist in any one or more cases upon the strict performance of any term, covenant or condition shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.
- **Section 4.6.** No Waiver of Sovereign Immunity; Public Liability Strictly Limited. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's Sovereign Immunity. The Parties agree that in no event shall the City, or any of its officials, officers, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to the Developer or any lessee, sublessee, assign, heir or personal representative of the Developer in respect of any suit, claim, or cause of action arising out of this Agreement.
- **Section 4.7. Deposit Refund.** Upon issuance of an Occupancy Permit for the completed residence the City agrees to account for and refund any portion of the deposit not expended during the project.
- **Section 4.8.** Execution in Counterparts. Each person executing this Agreement warrants and represents that he or she has authority to do so on behalf of the entity he or she represents. This Agreement may be executed in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and same instrument, binding on the Parties hereto.

CITY OF MODERLY

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

	CITT OF WIODERET
	By: Brian Crane, City Manager
ATTEST:	
City Clerk	

By:		
Gavin O'Donnell		

DEVELOPER

ACKNOWLEDGEMENTS

STATE OF MISSOURI)	
)SS COUNTY OF RANDOLPH)	
On this day of, 2021, bef known, who being by me first duly sworn, did say tha Missouri, and that said instrument was signed on beh said City Manager acknowledged said instrument to be	nalf of said City by authority of its City Council and
IN TESTIMONY THEREOF, I have hereunto set and State aforesaid, the day and year first above writ	my hand and affixed my official seal in the County ten.
	Notary Public
My commission expires:	Seal:
STATE OF MISSOURI))SS COUNTY OF RANDOLPH)	
On this day of, 2021, keepersonally known, who being by me first sworn, did so Construction, and that said instrument was signed on acknowledged said instrument to be the free act and	ay that he is the Manager/Member of 3 Brothers behalf of said LLC by authority of the LLC and he
IN TESTIMONY THEREOF, I have hereunto set and State aforesaid, the day and year first above writ	my hand and affixed my official seal in the County ten.
	Notary Public
My commission expires:	Seal:

COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT

THIS COOPERATIVE	E AGREEMENT FO	OR INFILL DEVELOPMENT (this "Agreement") is made and entered
into as of this	day of	, 2021 (the "Effective Date") by and between THE CITY
OF MOBERLY, a cit	y of the third clas	ss and a Missouri municipality having a principal office at 101 West
Reed Street, Mobe	rly, Missouri, 652	270 (the "City") and 3 Brothers Construction, LLC, a Missouri Limited
Liability Company,	having a busines	s office at 9503 Highway BB, Huntsville, Missouri, 65259 (the
"Developer").		

RECITALS

- A. The Developer wishes to acquire and redevelop Property which is currently vacant and underutilized and which activities by the Developer the City recognizes will facilitate the City's economic development goals and improve property values in the area where the Property is located.
- B. The City is willing to convey the Property to the Developer pursuant to the terms of this Agreement in exchange for the Developer's promise to expend the Developer's funds to construct a residence on the Property, all in accordance with the terms of this Agreement and building plans submitted to the City.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and the mutual promises and covenants set forth in this Agreement, the City and Developer each hereby agrees as follows:

ARTICLE I. THE PROPERTY AND CONSTRUCTION

- **Section 1.1.** Conveyance of the Property. Subject to the terms and conditions of this Agreement, the City agrees to convey vacant infill property zoned for residential use in exchange for Developer's agreement to construct a residence in conformance with building plans submitted and approved by the City.
- **Section 1.2.** The Property. The Property shall mean the generally vacant and unimproved lots numbered as 641 North Ault Street and further depicted and legally described as All of the North Fiftynine (59) feet of Lot Five (5) of the Phipps Addition of Moberly, Randolph County, Missouri.
- **Section 1.3.** Construction. The Developer shall deposit \$1,000.00 (the "deposit") within thirty (30) days of the Effective Date. The Developer shall pay for all permitting fees and other standard construction costs which costs will be deducted from the deposit. Developer shall submit building plans and make application for a building permit within six (6) months of the Effective Date. Developer agrees to initiate construction within thirty (30) days of receipt of the building permit. Developer agrees to complete construction of the residence within eighteen (18) months of the Effective Date. Developer agrees to abide by all construction standards required under city Building Regulations and Inspections.

ARTICLE II. CONVEYANCE AGREEMENT

- **Section 2.1.** Transfer of the Property. Subject to the terms and conditions of this Agreement and within thirty (30) days of the acceptance by the City of the site and building plan(s) and issuance of the building permit, the City agrees to convey the Property at closing. The purchase price for the Property shall be One Dollar (\$1.00) and other good and valuable consideration as stated herein.
- **Section 2.2.** <u>Deed.</u> The conveyance of title shall be by Quit-Claim deed in which the City shall convey to Developer all the right, title and interest held by the City in the Property and not by Warranty Deed. City makes no warranties as to the merchantability of title. Developer agrees to record the Quit-Claim deed contemporaneously with delivery of the deed.

Section 2.3. <u>Events of Closing.</u>

- (a) Each Party shall execute, acknowledge, and deliver, after the closing, such further assurances, instruments and documents as the other may reasonably request in order to fulfill the intent of the Purchase Agreement and the transactions contemplated hereby.
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Attention: Tom Sanders Moberly, Missouri 65270

Developer: Gavin O'Donnell

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	CITY OF MOBERLY
	Ву:
	Brian Crane, City Manager
ATTEST:	
City Clerk	
	DEVELOPER
	Rv.
	By: Gavin O'Donnell

ACKNOWLEDGEMENTS

)SS	
COUNTY OF RANDOLPH)	
On this day of, 2021, before known, who being by me first duly sworn, did say that h Missouri, and that said instrument was signed on behalf said City Manager acknowledged said instrument to be	e is the City Manager of the City of MOberly, fof said City by authority of its City Council and
IN TESTIMONY THEREOF, I have hereunto set m and State aforesaid, the day and year first above writter	y hand and affixed my official seal in the County n.
	Notary Public
My commission expires:	Seal:
STATE OF MISSOURI))SS COUNTY OF RANDOLPH)	
On this day of, 2021, bef personally known, who being by me first sworn, did say Construction, and that said instrument was signed on be acknowledged said instrument to be the free act and de	that he is the Manager/Member of 3 Brothers ehalf of said LLC by authority of the LLC and he
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Attention: Tom Sanders Moberly, Missouri 65270

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CITY OF MODERLY

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

	CITY OF WIODERLY
	Ву:
	Brian Crane, City Manager
ATTEST:	
City Clerk	
	DEVELOPER
	Ву:
	Gavin O'Donnell

ACKNOWLEDGEMENTS

)SS	
COUNTY OF RANDOLPH)	
On this day of, 2021, before known, who being by me first duly sworn, did say that I Missouri, and that said instrument was signed on behalf said City Manager acknowledged said instrument to be	ne is the City Manager of the City of MOberly, f of said City by authority of its City Council and
IN TESTIMONY THEREOF, I have hereunto set mand State aforesaid, the day and year first above writte	ny hand and affixed my official seal in the County n.
	Notary Public
My commission expires:	Seal:
STATE OF MISSOURI))SS COUNTY OF RANDOLPH)	
On this day of, 2021, be personally known, who being by me first sworn, did say Construction, and that said instrument was signed on backnowledged said instrument to be the free act and details and details.	that he is the Manager/Member of 3 Brothers ehalf of said LLC by authority of the LLC and he
IN TESTIMONY THEREOF, I have hereunto set m and State aforesaid, the day and year first above writte	ny hand and affixed my official seal in the County n.
	Notary Public
My commission expires:	Seal:

#5.

City of Moberly City Council Agenda Summary

Parks and Recreation November 15, 2021

Agenda Item: A Resolution Accepting The Bid And Authorizing Contracting With Irvinbilt

Constructors, Inc For The Tannehill Park Splash Pad.

Summary: Water's Edge ran a bid process, posted bids on Drexel Technologies for

contractors, and reached out to prospective contractors. Four companies picked up the plans. Only one submitted a bid – Irvinbilt with a base bid of \$599,700. Staff and Water's Edge concur on the alternates and do not recommend approval of Alternate 1 (asphalt shingle roof which would have been a deduct, but result in more maintenance/replacement cost over time) or Alternate 2 (additional \$15,500 for UV treatment of water as chemical is sufficient).

Irvinbilt is a contractor Water's Edge has much experience with and has high regard for in terms of both quality and not nickel and diming with numerous change orders.

Given the market, this was about where Water's Edge expected it would land in recent weeks both in terms of material and labor prices as well as a couple scope changes including setting a new manhole. This is a fairly limited/bare bones splash pad so there really is not room to trim the scope and the project will not get cheaper by waiting.

This is also a promised project both in the 10 year plan as well as with Swift and their contribution. The project will bring young families downtown, complement the upcoming redevelopment of the old Junior High, and likely spur interest in and potentially improvement of adjacent residential.

Recommended

Action: Approve the Resolution.

Fund Name: Parks – Capital Improvement

Account Number: 115.041.5502

Available Budget \$: \$771,062.22

ATTACHMENTS:		Roll Call	Aye	Nay
Memo Staff Report Correspondence Bid Tabulation	Council Minutes Proposed Ordinance X Proposed Resolution Attorney's Report	Mayor M S Jeffrey Council Member	_	_
P/C Recommendation P/C Minutes Application Citizen Consultant Report	Petition X Contract Budget Amendment Legal Notice Other 46	M S Brubaker M S Kimmons M S Davis M S Kyser	Passed	Failed

BILL NO	RESOLUTION NO
	ID AND AUTHORIZING CONTRACTING INC FOR THE TANNEHILL PARK SPLASH
WHEREAS, the city engineering cobids from interested parties for construction	onsultant, Water's Edge Aquatic Design, requested of the Tannehill Park Splash Pad; and
WHEREAS, although various industrom Irvinbilt Constructors, Inc ("Irvinbilt")	stry sources were solicited only one bid was received) with a base bid of \$599,700.00; and
· · · · · · · · · · · · · · · · · · ·	s a positive history in projects constructed by Irvinbilt, orm and city staff recommends acceptance of the bid
· · · · · · · · · · · · · · · · · · ·	y, Missouri, City Council hereby accepts bid of contract with Irvinbilt and to take such other and tuate the intent of this resolution.
RESOLVED this 15th day of Nove Missouri.	mber, 2021, by the Council of the City of Moberly,
	Presiding Officer at Meeting
ATTEST:	
Shannon Hance, City Clerk	

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS A	GREE	MENT is by and between	City of Moberly	_ ("Owner") and
Irvinbil	t Cor	nstructors, Inc.		("Contractor").
Owner	and	Contractor hereby agree as	follows:	
ARTICI	.E 1 –	- WORK		
1.01		stractor shall complete all tractor shall complete all tractors are strongly described as	Work as specified or indicated in the Contract follows:	Documents. The
			new 1520 s.f. spray ground (with multiple spray rooms and mechanical room).	y features) and a
ARTICI	.E 2 -	THE PROJECT		
2.01		Project, of which the Work ows: <u>Tannehill Park Spray</u> (under the Contract Documents is a part, is generations and art, is generations are supplied to the contract Documents is a part, is generated as a par	rally described as
ARTICI	.E 3 -	- ENGINEER		
3.01	The	Project has been designed	by Water's Edge Aquatic Design, LLC	
3.02	Ow assi	ner's representative, assum	Water's Edge Aquatic Design, LLC ("Engine all duties and responsibilities, and have the rightract Documents in connection with the complete Documents.	nts and authority
ARTICI	.E 4 –	CONTRACT TIMES		
4.01	Tim	e of the Essence		
	A.		nes, if any, Substantial Completion, and completion in the Contract Documents are of the essence o	
4.02	Con	tract Times: Dates		
	A.		tially completed on or before May 27, 2022, and accordance with Paragraph 15.06 of the Gener	•
4.03	Liqu	uidated Damages		
	A.	above and that Owner wi and Milestones not achiev	cognize that time is of the essence as stated in ill suffer financial and other losses if the Work in wed within the times specified in Paragraph 4.02 d in accordance with the Contract. The parties a	s not completed above, plus any

delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

- 1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
- 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
- 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
 - A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit. For the that includes Base Bid price and selected
 Alternate Bid prices for the following Alternates .

ARTICLE 6 – PAYMENT PROCEDURES

- 6.01 Submittal and Processing of Payments
 - A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 Progress Payments; Retainage
 - A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - Prior to Substantial Completion, progress payments will be made in an amount equal
 to the percentage indicated below but, in each case, less the aggregate of payments
 previously made and less such amounts as Owner may withhold, including but not
 limited to liquidated damages, in accordance with the Contract.
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 1 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

\sim	Ω1	Contonto
ч	()	Contents

A.

В.

C.

the General Conditions.

7	tents		
	The	Cont	tract Documents consist of the following:
	1.	This	Agreement (pages 1 to, inclusive).
	2.	Perf	formance bond (pages to, inclusive).
	3.	Pay	ment bond (pages to, inclusive).
	4.	Oth	er bonds.
		a.	(pages to, inclusive).
	5.	Gen	eral Conditions (pages to, inclusive).
	6.	Sup	plementary Conditions (pages to, inclusive).
	7.	Spe	cifications as listed in the table of contents of the Project Manual.
	8.	eacl	wings (not attached but incorporated by reference) consisting of sheets with h sheet bearing the following general title: [or] the Drawings listed on the sched sheet index.
	9.	Add	enda (numbers to, inclusive).
	10.	Exh	ibits to this Agreement (enumerated as follows):
		a.	Contractor's Bid (pages to, inclusive).
	11.		following which may be delivered or issued on or after the Effective Date of the tract and are not attached hereto:
		a.	Notice to Proceed.
		b.	Work Change Directives.
		c.	Change Orders.
		d.	Field Orders.
			uments listed in Paragraph 9.01.A are attached to this Agreement (except as a noted otherwise above).
	The	re ar	e no Contract Documents other than those listed above in this Article 9.

The Contract Documents may only be amended, modified, or supplemented as provided in

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.			
This Agreement will be effective on (wh	which is the Effective Date of the Contract).		
OWNER:	CONTRACTOR:		
By:	Ву:		
Title:	Title:		
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)		
Attest:	Attest:		
Title:	Title:		
Address for giving notices:	Address for giving notices:		
(If Owner is a corporation, attach evidence of authority	License No.: (where applicable)		

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Notice of Award

		Date:
Project:	Tannehill Park Spray Ground	
Owner:	City of Moberly	Owner's Contract No.:
Contract:	Tannehill Park Spray Ground	Engineer's Project No.: 21-520
Bidder:	Irvinbilt Constructors, Inc.	
Bidder's A	Address: PO Box 1107, Chillicothe, MO 64601	

You are notified that your Bid dated 10-27-2021 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Tannehill Park Spray Ground

The Contract Price of your Contract is Five hundred ninety-nine thousand seven hundred (\$599,700.00) (for Base Bid).

The Contractor is responsible for acquiring construction documents including plans and specifications.

You must comply with the following conditions precedent within <u>15</u> days of the date you receive this Notice of Award.

- 1. Deliver to the Owner <u>three</u> fully executed counterparts of Division 00 of the Contract Documents.
- 2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
- 3. Other conditions precedent: None.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

	City of Moberly
	Owner
By:	
	Authorized Signature
	Title

Copy to Engineer

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#6.

City of Moberly City Council Agenda Summary

Agenda Number:

Department:

Date:

Parks and Recreation

November 15, 2021

Agenda Item: A Resolution Approving A Contract For The Purchase Of Real Estate And

Ratifying The Execution Of Contracts On Behalf Of The City.

Summary: 3330 Hwy JJ is immediately adjacent to Heritage Hills next to #5 and is also

highway frontage. To ensure the integrity of the golf course, this is one of the few remaining properties staff believes we need to acquire. Attached is the

purchase contract and an aerial of the property.

Recommended

Action: Approve the Resolution.

Fund Name: Heritage Hills – Land Acquisition Costs

Account Number: 114.000.5506

Available Budget \$: \$0

TACHMENTS:			Roll Call	Aye	Nay
Memo	Council Minutes	Mayor			
Staff Report	Proposed Ordinance	M S_	Jeffrey		
Correspondence	X Proposed Resolution		-		
Bid Tabulation	Attorney's Report	Council M	lember		
P/C Recommendation	Petition	M S	Brubaker		
P/C Minutes	X Contract	M S	Kimmons		
Application	Budget Amendment	M S	Davis		
Citizen	Legal Notice	M S	Kyser		
Consultant Report	Other			Passed	Failed

BILL NO RESOLUTION NO		
	CONTRACT FOR THE PURCHASE OF REAL EXECUTION OF CONTRACTS ON BEHALF OF	
	viously notified the city council of the possibility of ighway JJ, Moberly, Missouri adjacent to the Heritage	
	nced property became available for purchase which Residential Sale Contract and a Statebridge Counter Offer tract; and	
WHEREAS , the City Manage which provide for a purchase price of	r executed both agreements which are attached hereto \$19,000.00; and	
Manager and approve the purchase agr	nends that the city council ratify the signature of the City reements and further authorize the City Manager to title has been demonstrated by the seller.	
Contracts as recommended by city state	oberly, Missouri, City Council hereby approves the ff and ratifies the City Manager's execution of the perly and authorizes the City Manager to take such other at the intent of this Resolution.	
RESOLVED this 15th day of Missouri.	November, 2021, by the Council of the City of Moberly,	
ATTEST:	Presiding Officer at Meeting	
Shannon Hance, City Clerk	_	



Counter Offer & REO Addendum to Purchase Contract

ST	TATEBRIDGE LOAN #: 431288
	nis Counter Offer and Addendum is to be made part of, and incorporated into, the Real Estate Purchase ontract ("Contract") dated: 10/29/21
	or the property known as: <u>3330 HIGHWAY JJ, MOBERLY, MO</u> 270 Property")
wh an	tween City of Moberly ("Buyer") and Statebridge Company or an entity for nich it sells properties acquired through foreclosure or deed in lieu of foreclosure is referred to as ("Seller"), d is hereby made a part of. The Contract, this Counter Offer and Addendum and any riders thereto shall be llectively referred to as the "Agreement."
1.	Terms and Conditions: in the event that any of the following terms and conditions conflict with those in the Real Estate Purchase Contract, the Terms and Conditions listed herein take precedence and shall prevail, except as otherwise provided by law.
2.	Total Purchase price of the property shall be \$19,000.00
3.	The Agreement shall be effective as of the date of execution by all parties. The Buyer shall make an Earnest money deposit of \$1,000.00 in certified funds to a trust account acceptable to the Seller within two (2) calendar days of the effective date. Buyer shall provide proof of such deposit to Seller or Seller's agent.
4.	Buyer shall submit proof of funds to close, satisfactory to the Seller, in an amount and under terms sufficient for the Buyer to perform its obligations under this Agreement. The submission of proof of prequalification or funds is a condition precedent to Seller's acceptance.
5.	This agreement (Check One): X Is Not, or is contingent on the buyer obtaining Buyer financing for the purchase of the property. If this agreement is contingent on financing, the type of financing shall be the following (Check One)
	FHA
	Conventional
	VA
	Other:
3.	Any change as to the terms of the Buyers financing, including but not limited to any change in the Buyers lender may, at Seller's discretion, require renegotiation of all terms of the agreement. Seller shall have the right to terminate the agreement.

- 7. Buyer shall provide Seller with pre-qualification/pre approval letter from Buyers lender prior to acceptance of the Agreement. Said letter shall be based upon a full and complete loan application and all supporting documentation including income verification, credit & employment verification and cash to close.
- 8. Buyer to obtain a new first loan with the lender of Buyer's choice, at prevailing market rate and terms. If despite Buyer's diligent efforts the Buyer cannot obtain a mortgage loan commitment 14 days prior to the close date, then the Seller may terminate the agreement by giving written notice.

- 9. Buyer shall ensure that the lender selected by the Buyer to finance the sale shall fund the settlement agent as of the closing date. The Buyer shall further ensure that the selected lender shall provide all lender prepared closing documentation to the settlement agent no later than 48 hours prior to the closing date. Any delays in closing as a result of the Buyer's selected lender shall be the responsibility of the Buyer.
- 10. Seller agrees to pay a credit to Buyer of \$\(\bullet \) -0- in closing costs & warranty upon closing. The total commission payable by Seller pursuant to this sale shall be 5% of the net sales price, or a minimum of \$2,000 per the listing agreement.
- 11. The Buyer and the Seller agree to prorate the following expenses as of the Settlement Date: real estate taxes and assessments, common area charges, condominium or planned unit development or similar community assessments, cooperative fees, maintenance fees and rents, if any. In determining prorations, the Settlement Date shall be allocated to the Buyer. Payment of special assessment district bonds and assessments, and payment of homeowner's association or special assessments shall be paid current and prorated between the Buyer and the Seller as of the Settlement Date with payments not yet due and owing to be assumed by the Buyer without credit toward Purchase Price. The property taxes shall be prorated based on an estimate or actual taxes from the previous year on the property. All prorations shall be based upon a 30 day month and all such prorations shall be final. The Seller shall not be responsible for any amounts due, paid or to be paid after closing, including but not limited to any taxes, penalties or interest assessed or due as a result of retroactive, postponed or additional taxes resulting from any change in use of, or construction on, or improvement to the Property, or an adjustment in the appraised value of the Property. In the event the Seller has paid any taxes, special assessments or other fees and there is a refund of any such taxes, assessments or fees after closing, the Buyer as current owner of the Property receives the payment, the Buyer will immediately submit the refund to the Seller. Buyer shall release Seller from any and all claims arising from the adjustments or prorations or errors in calculating the adjustment or proration's that mare or may be discovered after closing.
- 12. Buyer hereby affirms that the sale or refinancing of any real property owned by the buyer is not a contingency of this Agreement.
- 13. Buyer ____does, __X __does not, intend to use and occupy the Property as Buyer's primary residence.
- 14. The deed to be delivered by Seller at closing shall be by limited or special warranty deed or local equivalent that covenants that grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by, through or under the grantor, but not otherwise. If a bona fide determination is made that title is not marketable, Seller may at it option, either cure such marketability, cancel the contract, or tender such title as is. The Seller is not obligated to remove any exception or to bring any action or proceeding or bear any expense in order to convey title to the Property or to make the title marketable and/or insurable; however, any attempt by the Seller to remove such title exceptions shall not impose an obligation upon the Seller to remove those exceptions. In the event that Seller elects to tender such title as is, Buyer may at its option, either accept or reject same. If the Buyer elects to take title as-is, the Buyer shall so notify the Seller. The Buyer's silence as to any title objections shall be deemed acceptance. In the event of as-is rejection by the Buyer or notice of cancellation by Seller to Buyer, this Contract shall be null and void, and all earnest money shall be returned to Buyer. In either event, no right to damages or specific performance shall thereby arise against Seller.
- 15. The Buyer has the right to make an independent selection of their own attorney, Settlement Company, escrow company, Title Company and/or title insurance company in connection with the closing. The closing shall be held at a place so designated and approved by the Buyer. However, Seller agrees to pay for the cost of the Buyer's owners' policy of title insurance if Buyer elects to utilize Sellers attorney/title company/escrow company for the purpose of issuing title insurance and agrees that Seller shall determine the physical location for the close of escrow/closing.

- 16. It is agreed that time is of the essence with respect to all dates specified in the Agreement. This means that all deadlines are intended to be strict and absolute. The closing shall take place on or before:

 12/1/21

 The Buyer acknowledges that closing on the Property shall be deemed the Buyer's reaffirmation that the Buyer is satisfied with the condition of the Property and waives all claims related to such condition
- 17. Any extension to the closing date requested by Buyer must be approved in writing by Seller. In the event the Seller agrees to the Buyer's request for a written extension of the closing date, the Seller may require Buyer to release a nonrefundable 3% earnest money deposit directly to Seller for said extension. In addition, Seller may charge a nonrefundable per diem \$100 per day extension fee. If the sale does not close by the date specified in the written extension, the Seller may retain the earnest money deposit and the accrued per diem payments as liquidated damages.
- 18. Buyer _____Does or X ___Does Not intend to perform a professional home inspection. All inspections must be completed within 5 calendar days of Seller's acceptance. Buyer is responsible for the cost of the inspection including the cost of de-winterization and re-winterization, if necessary. If Buyer does not submit written acknowledgement of intent to perform physical inspection to the Seller within this timeframe, the physical inspection contingency and any objections to the condition of the Property by the Buyer will be deemed waived. All Buyer inspection findings shall be for the Buyers information purposes only. In no event shall the Seller be obligated to make any repairs or replacements that may be identified in the inspection report. If the Seller elects not to repair the Property, the Buyer may cancel this Agreement and receive all earnest money deposited. Any repairs and treatments that may be performed will be completed by a vendor approved by the Seller and will be subject to Seller's satisfaction only. Neither the Buyer, not Buyer's representatives, shall enter upon the Property to make any repairs and/or treatments prior to the closing date. The Buyer shall have an opportunity to inspect the repairs and/or treatments within five (5) days of notice of completion. If no inspection occurs during that time period, the inspection and any objections to the repairs and/or treatments is deemed waived. Any repairs shall be performed for functional purposes only and exact restoration of appearance or cosmetic items following any repairs or treatments shall not be required. The Seller shall not be obligated to obtain or provide to the Buyer any receipts for repairs, or treatments, written statements indicating dates or types of repairs and/or treatments or copies of such receipts or statements nor any other documentation regarding any repairs or treatments to the Property. THE SELLER DOES NOT WARRANT OR GUARANTEE ANY WORK, REPAIRS OR TREATMENTS TO THE PROPERTY.
- 19. The Buyer shall keep the Property free and clear of liens and indemnify and hold the Seller harmless from all liability claims, demands, damages, and costs related to the buyer's inspection and the Buyer shall repair all damages arising from or caused by the inspections. The Buyer shall not directly or indirectly cause any inspections to be made by an government building or zoning inspectors or government employees without prior written consider of the Seller, unless required by law, in which case, the buyer shall provide reasonable notice to the Seller prior to any such inspection.
- 20. Buyer acknowledges that the property may be on a master key system or that third parties may be in possession of a key. Buyer is encouraged to re-key the Property or install new locks. Buyer shall hold Seller and its officers, directors, servicers and agents harmless for any claims or damages of any nature related to unauthorized access to the Property or theft or damage that occurs after title is transferred to Buyer. Buyer shall be responsible for transferring all utilities on the Property immediately upon closing.
- 21. Buyer shall not assign, nominate or otherwise transfer any rights, title or interest in this Agreement without the prior written consent of the Seller
- 22. This Agreement is subject to Mortgage Insurance approval, investor approval or Senior Management approval.
- 23. Seller shall not be liable or bound by any verbal or written statements, representations by real estate brokers.
 All oral or written prior statements, representations or promises, if any and all prior negotiations and
 SB REO Addendum V9 1/12/16
 3 | P a g e

- agreements are superseded by this Agreement and merged herein. No provision, term or clause of the Agreement shall be revised, modified, amended or waived except in a writing signed by Buyer and Seller.
- 24. The Buyer understands that the Seller acquired the property by foreclosure, Deed in Lieu of Foreclosure, Forfeiture, Tax Sale or similar process and consequently the Seller has little or no direct knowledge concerning the condition of the property. As a material part of the consideration to be received by the Seller under this agreement as negotiated and agreed to by the Buyer and Seller, the Buyer acknowledges and agrees to accept the Property in "As IS" condition at the time of closing, including without limitation any defects or environmental conditions affecting the property, whether known or unknown, whether such defects or conditions were discoverable through inspection or not. The Buyer acknowledges that the Seller, its agents and representatives have not made and the Seller specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees, implied or express, oral or written with respect to the following:
 - a. The physical condition or any aspect of the property including the structural integrity or the qualify or character of materials used in construction of any improvements (E.G Drywall, asbestos, lead paint, urea formaldehyde form insulation, availability and quantity or quality of water, stability of the soil, susceptibility to landslide or flooding, sufficiently of drainage, water leaks, water damage, mold or any other matter affecting the stability, integrity or condition of the property or improvements;
 - b. The conformity of the property, or the improvements to any zoning, land use or building code requirements or compliance with any laws, rules, ordinances, or regulations of any Federal, State or Local governmental authority, or the granting of any required permits or approvals, if any, of any governmental bodies which had jurisdiction over the construction of the original structure, any improvements and or any remodeling of the structure;
 - c. The habitability, merchantability, marketability, profitability or fitness for a particular purpose of the property or improvements including redhibitory vices and defects apparent, non-apparent or latent, which now exist or which may hereafter.
- 25. Buyer is hereby advised that mold and or other microscopic organism may exist at the property and such microscopic organism and or mold may cause physical injuries, including but not limited to allergic and or respiratory reactions or other problems. The Buyer accepts full responsibility for all hazards that may result from the presence of Mold in or around the Property. Buyer is satisfied with the condition of the Property notwithstanding the past or present existence of Mold in or around the Property and Buyer has not, in any way, relied upon any representations of Seller, Seller's employees, officer, directors, contractors, or agents concerning the past or present existence of Mold in or around the Property.
- 26. Buyer acknowledges that neither the Seller, not its representatives, agents or assigns has made any warranties or representations implied or expressed, relating to the existence of any tenants or occupants at the Property unless otherwise noted in this addendum. Seller represents that the Property may have tenants occupying same under an active lease but expressly disclaims any warranties regarding the validity, enforceability, performance under or continuation of said lease. The Seller, its representatives, agents or assigns shall not be responsible for evicting or relocating any tenants, occupants or personal property at the Property prior to or subsequent to closing unless otherwise agreed to in writing by the parties hereto.
- 27. The completion, of, and cost for, all surveys, inspections and reports are the responsibility of the Buyer, including, not limited to land surveys, septic inspections, general inspection reports, soils and engineering reports and any required City, County or State inspection reports.
- 28. If the Property is a condominium or planned unit development or co-operative, unless otherwise required by law, the Buyer, at the Buyers own expense is responsible for obtaining and reviewing the covenants, conditions and restrictions and bylaws.
- 29. Please be advised that the Seller may be responding to multiple offers at once. Seller reserves the right to accept or reject each offer. Only a complete Purchase Contract and Addenda, fully signed by the Buyer and the Seller, will convey Sellers acceptance.

- 30. Buyer will not occupy or cause or permit others to occupy the Property prior to closing
- 31. The Seller will deliver possession of the property upon final funding of closing subject to the rights of any tenants or parties in possession.
- 32. In the event of fire, destruction or other casualty loss to the Property after the Seller's acceptance of this Agreement and prior to closing, the Seller may, at its sole discretion, repair or restore the Property or the Seller may terminate the Agreement.
- 33. The Buyer represents and warrants to the Seller the following:
 - a. The Buyer is purchasing the Property solely in reliance on its own investigation and inspection of the Property and not on any information, representation or warranty provided or to be provided by the Seller, its servicers, representatives, brokers, employees, agents or assigns;
 - Neither the Seller, nor its servicers, employees, representatives, brokers, agents or assigns, has
 made any representations or warranties, implied or expressed, relating to the condition of the Property
 or the contents thereof, except as expressly set forth in this Addendum;
 - c. The Buyer has not relied on any representation or warranty from the Seller regarding the nature, quality or workmanship of any repairs made by the Seller;
 - d. The undersigned, if executing the Agreement on behalf of the Buyer that is a corporation, partnership, trust or other entity, represents and warrants that he/she is authorized by that entity to enter into the Agreement and bind the entity to perform all duties and obligations stated in the Agreement.
- 34. As a material part of the consideration to be received by the Seller under this agreement as negotiated and agreed to by the Buyer and the Seller, the Buyer waives the following:
 - a. All rights to file and maintain an action against the Seller for Specific Performance;
 - b. Right to record a Lis Pendens against the property or to record this agreement or memorandum thereof in the real property records;
 - c. Right to invoke any other equitable remedy that may be available that if invoked, would prevent the seller from conveying the property to a third party buyer;
 - d. Any and all claims arising from the adjustments or proration's or errors in calculating the adjustments or proration's that are or may be discovered after closing;
 - e. Any claims for failure of consideration and or mistake of fact as such claims relate to the purchase of the property or entering into or execution of or closing under this agreement;
 - f. Any remedy of any kind, including but not limited to rescission of this agreement, other than as expressly provided in this Addendum, to which the Buyer might otherwise be entitled at law or equity whether based on mutual mistake of fact or law or otherwise;
 - g. Trial by jury, except as prohibited by law, in any litigation arising from or connected with or related to this agreement
 - h. Any claims or losses the Buyer may incur as a result of construction on, or repair to, or the treatment of the property, or any defect, which may now or hereafter exist with respect to the property;
 - i. Any claims or losses related to environmental condition affecting the property including, but not limited to mold drywall lead paint, fuel oil, allergens, or toxic substances of any kind.
 - j. Any right to avoid this sale or reduce the price or hold the Seller responsible for damages on account of the condition of the Property, lack of suitability and fitness, or redhibitory vices and defects, apparent, no apparent or latent, discoverable or non-discoverable; and
 - k. Any claim arising from encroachments, easements, shortages in area or any other matter which would be disclosed or revealed by a survey or inspection of the property or search of public records.
- 35. The Seller shall have the right, at the Sellers sole discretion, to extend the Expiration Date or to terminate this Agreement if:
 - a. Full payment of any mortgage insurance claim related to the loan previously secured by the Property is not confirmed prior to the closing or the mortgage insurance company exercise its right to acquire title to the Property.

- b. The Seller determines that it is unable to convey title to the Property insurable by a reputable title insurance company at regular rates;
- The Seller at any time has requested that the servicing lender, or any other party, repurchase the loan
 previously secured by the Property and or such lender or other party has elected to repurchase the
 property;
- d. A third party with rights related to the sale of the property does not approve the sale terms;
- e. Full payment of any property, fire or hazard insurance claim is not confirmed prior to the closing
- f. Any third party, whether tenant, homeowner's association or otherwise, exercises rights under a right of first refusal to purchase the Property;
- g. The Buyer is the former mortgagor of the Property, or is related to or affiliated in any way with the former mortgagor, and the Buyer has not disclosed this fact to the Seller prior to the Sellers acceptance of this Agreement. Such failure to disclose shall constitute default under this Agreement, entitling the Seller to exercise any of its rights and remedies, including, without limitation, retaining the earnest money deposit;
- h. The Seller at the Sellers sole discretion, determines that the sale of the Property to the Buyer or any related transactions are in any way associated with illegal activity of any kind;
- i. Seller determines in its sole discretion that the sale of the Property will subject Seller to liability and or have an impact on pending, threatened or potential litigation; or
- j. Material misrepresentation by the Buyer.

36. Remedies for Default

- a. In the event of the Buyers default, material breach or material misrepresentation of any fact under the terms of this Agreement, the Seller, at its option, may retain the earnest money deposit and any other funds then paid by the Buyer as liquidated damages and or invoke any other remedy available to Seller at law and or equity and the Seller is automatically released from the obligation to sell the Property to the Buyer and neither the Seller no its representative, agents, attorneys, successors or assigns shall be liable to the Buyer for any damages of any kind as a result of the Sellers failure to sell and convey the Property.
- b. In the event of the Sellers default or material breach under the terms of the Agreement or if the Seller terminates the Agreement as provided under the provisions of this Addendum, the Buyer shall be entitled to the return of the earnest money deposit as Buyers sole and exclusive remedy at law and or equity. The Buyers waives any rights to file and maintain an action against the Seller for specific performance and the Buyer acknowledges that a return of its earnest money deposit can adequately and fairly compensate the Buyer. Upon return of the earnest money deposit to the Buyer, this Agreement shall be terminated, and the Buyer and the Seller shall have no further liability or obligation, each to the other in connection with this Agreement.
- c. The Buyer agrees that the Seller shall not be liable to the Buyer for any special, consequential or punitive damages whatsoever, whether in contract, tort (including negligence and strict liability) or any other legal or equitable principle, including but not limited to any cost or expense incurred by the Buyer in selling or surrendering a lease on a prior residence, obtaining other living accommodations, moving, storage or relocation expenses or any other such expense or cost arising from or related to this Agreement or a breach of this Agreement
- d. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.
- e. In the event either party elects to exercise its remedies as described in this Addendum or this Agreement is terminated, the parties shall have no further obligation under this Agreement except as to any provision that survives the termination of this Agreement.
- 37. Governing Law and Jurisdiction. Where the arbitration provisions of this Agreement are inapplicable, this Agreement will be governed by and construed in accordance with the laws of the State of Colorado, without reference to conflict of laws principles. Except for actions for injunctive relief, any legal action brought under or in conjunction with this Agreement will be brought in a federal or state court of appropriate jurisdiction in the State of Colorado and venue will be proper in that court.

- 38. The Buyer agrees to indemnify and fully protect, defend, and hold the Seller, its officers, directors, employees, shareholders, servicers, representatives, agents, attorneys, tenants, brokers, successors or assigns harmless from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of any kind and nature that may be sustained by or made against the Seller, its officers, directors, employees, shareholders, servicers, representatives, agents, attorneys, tenants, brokers, successors or assigns, resulting from or arising out of
 - Inspections or repairs made by the Buyer or its agents, employees, contractors, successors or assigns;
 - Claim, liabilities, fines, or penalties resulting from the Buyers failure to timely obtain any Certificate of Occupancy or to comply with equivalent laws and regulation;
 - c. Claims for amounts due and owed by the Seller for taxes, homeowners association dues or assessments or any other items prorated including any penalty or interest or other charges, arising from the proration of such amounts for which the Buyer received a credit at closing and;
 - d. The Buyer or the Buyers tenants, agents or representative use and or occupancy of the Property prior to the closing and or issuance of required certificates of occupancy.
- 39. This is a legally binding agreement. The parties should read it carefully. If the effect of any part of the Agreement or this Addendum is not understood, an attorney should be consulted BEFORE signing. Federal law may impose certain duties upon brokers, signatories, escrow agent or settlement agent arising from the transaction generally and when any of the signatories is a foreign party or when certain amounts of U.S. Currency are received
- 40. The property is being sold in "as is" condition. Inspections are for the Buyers information only, as the Seller will not make any repairs or concessions for any items found in the inspection.
- 41. Seller shall provide and pay for the Owners Title Insurance Policy, if the Buyer agrees to use said Seller's title insurance company policy. Should the Buyer select to use a different Owners Title Insurance Policy, Buyer will be responsible for the cost of said Owners Title Insurance Policy.

In Witness Whereof, Seller and Buyer have executed this Addendum on the date set below.



City of Moberly City Council Agenda Summary

Agenda Number:

Department: Parks and Recreation

November 15, 2021

Agenda Item: A Resolution Authorizing And Accepting A Change Order To The Energy

Performance Contract With Energy Solutions Professionals, LLC., For

Pavilion Construction And Solar Arrays.

Summary: MC Power under the previous Phase 2 solar agreement, has not done the work

from Phase 2. City staff has been looking at alternative solutions. ESP has been involved in developing solutions and evaluating whether the full scope of Phase 2 cash flows, especially with today's increased materials and labor

prices two years after the original agreement.

ESP concluded Phase 2 does not cash flow. City staff is recommending moving ahead with the solar pavilion only. This will allow for the construction of a pavilion with solar north of the Riley Pavilion. The rest of the original Phase 2 projects will not be done as they do not cash flow. This lone project is worth doing to fully develop the attached outdoor special event area, fulfill a project promised in the 10 year plan and sales tax renewal, and fulfill a project supported by Swift Prepared Foods.

Option 2 includes a concrete slab which we originally were going to do following the construction of the solar pavilion under the original Phase 2 agreement for an additional \$80,000-\$100,000.

Recommended

Action: Approve the Resolution.

Fund Name: Parks – Capital Improvement

Account Number: 115.041.5502

Available Budget \$: \$771,062.22

ITACHMENTS:		Roll Call	Aye	Nay
Memo Staff Report	Council Minutes Proposed Ordinance	Mayor M S Jeffrey		
Correspondence	X Proposed Resolution	,		
Bid Tabulation	Attorney's Report	Council Member		
P/C Recommendation	Petition	M S Brubake r		
P/C Minutes	X Contract	M S Kimmons		
Application	Budget Amendment	M S Davis		
Citizen	Legal Notice	M S Kyser	<u></u>	
Consultant Report	Other	<u> </u>	Passed	Failed

BILL NO	RESOLUTION NO
A RESOLUTION AUTHORIZING AND ACENERGY PERFORMANCE CONTRACT VEROFESSIONALS, LLC., FOR PAVILION	VITH ENERGY SOLUTIONS
WHEREAS, on September 3, 2019, by Performance Contract ("EPC") with Energy Sol	Resolution, this Council approved an Energy lutions Professionals, LLC ("ESP"); and
WHEREAS , a proposed Change Order design and build a Pavilion at the Lodge and var \$583,511.00 with reductions to this amount base underlying EPC; and	•
WHEREAS, staff recommends that the Order and authorize the City Manager to execut	council authorize acceptance of the Change e and pay said Order.
NOW, THEREFORE , the Moberly, M approves the attached Change Order and author. Order on behalf of the City and to take such furtintent of this Resolution.	•
RESOLVED this 15th day of November Missouri.	r, 2021, by the Council of the City of Moberly,
	Presiding Officer at Meeting
	Tresiding Officer at Meeting
ATTEST:	
Shannon Hance, City Clerk	



Change Order

Energy Solutions Professionals co#

Provider: Energy Solutions Professionals, LLC c/o: Jeff Flathman 9218 Metcalf, Suite 274 Overland Park, KS 66212

Project Name: Energy Client City of Moberly

c/o: Brian Crane, City Manager 101 W. Reed Street Moberly, MO 65270 Energy Performance Contract

Original Contract Date:

9/10/2019

The following addition/deletion of scope shall be incorporated in the the Agreement dated as listed above. All of the terms and conditions of the Agreement remain in place unless explicitly described otherwise in this change order or previous change orders to the Agreement.

Project Scope Additions:

1) Design and build a new Pavilion at the Lodge along with a roof top solar array

Total Cost of Pavilion and Solar Array

Contigency Transfer from Public Works Energy Project

\$ 583,511.00

\$ (137,337.00)

The attached schedules are included with this Change Order, and are additions to the original contract scope

Schedules are included with this change Schedule B: Additional Client Premises Schedule C: Additional Scope of Work Schedule D: Additional Compensation Schedule F: Savings Guarantee Schedule G: Measurement & Verification

Schedule H: Funding

Schedule J: Construction Schedule for this Change Order

Schedule L: Maintenance Schedule O: Warranties

Net Changer Order to Current Energy Project

\$ 446,174.00

	Total Change Order Amount	\$ 446,174.00
Original Contract Amount:		\$ 4,642,447.00
Sum of Previous Change Orders:		\$ -
Contract Amount Prior to this Change Order:		\$ 4,642,447.00
Amount of this Change Order:		\$ 446,174.00
Total Revised Contract Amount:		\$ 5,088,621.00
Revised Agreement substantial completion date (changed / unchanged)	:	5/15/2022
Energy Solutions Professionals, LLC	City of Moberly	
Date signed	Date Signed	

SCHEDULE B (CO#1)

ADDITIONAL CLIENT PREMISES

Description of Premises

The following buildings are included as part of this contract. The buildings affected are listed below.

Building	Address
Aquatic Center	100 Park Road Moberly, MO
The Lodge	111 Rothwell Park Moberly, MO

SCHEDULE C (CO#1)

ADDITIONAL SCOPE OF WORK

GENERAL NOTES TO ALL SCOPE

- 1. Work hours shall consist of Monday Friday from 8:00 AM 5:00 PM.
- 2. Comply with all local codes and regulations.
- 3. Acquire all required permits necessary to complete the work.
- 4. Exclude all sales taxes from the proposal to complete the scope of work as the project is tax exempt.
- 5. Asbestos abatement if necessary, will be completed by others and is not included in this scope. ESCO will however assist in identifying specific locations that need to be abated by others to complete ESCO's work. (No monies have been included in the price of the project to cover abatement)

Record (As Built) Drawings Equipment sizing/ selection Safety Manual/Safety Plan Commissioning reports Commissioning plan O&M Manual Submittals **ECM** #1 – Aquatic Center Solar Array X X X X X X X

TABLE C-1: DESIGN & DOCUMENTATION REQUIREMENTS

SCOPE OF WORK

#2 – The Lodge Solar Array

OVERVIEW

In summary, ESCO will design and install a new Pavilion with two roof top solar arrays.

- The Pavilion shall be a 80' x 110' x 14' tall structure located at the Lodge (111 Rothwell Park).
- The Aquatic Center solar array is a 47.50 kW-dc system that will be mounted to the Pavilion roof, then electrically connected to the Aquatic Center Ameren electric meter across the road next to the pool.
- The Lodge solar array is a 17.80 kW-dc system that will be mounted to the Pavilion roof, then electrically connected to the Pavilion Ameren electric meter located near the Pavilion.
- ESCO will perform all of the engineering required for a complete system, as well as working with Ameren and providing all documentation required for the Interconnect Agreement to tie the solar power into the existing electric system.
- ESCO will work with Ameren to calculate all solar rebates, and will assist Owner in completing any required rebate forms in order to maximize the Ameren solar rebates.
- A production guarantee is also part of the scope of work for this project. The terms of the guarantee are defined Schedules F and G.
- Client is responsible for providing and maintaining Internet access for both solar arrays so that the production data can be transmitted back to the solar reporting enterprise.

PAVILION SCOPE OF WORK

ESP will design and install an 80' x 110' x 14' tall clear span in at the Lodge located at 111 Rothwell Park, Moberly MO. For solar panels. 25lb. roof load, 21/2" pitch on roof, 90 MPH wind load. The following items are Included:

- Design of Pavilion structure and site and provide design documents.
- Provide necessary grading and prep work required for Pavilion floor.
- Install footings and support columns per design drawings
- Form and pour a 6" concrete floor slab with 6x6x10x10 wire mesh setting on chairs.
- Floor will be 4,000 psi. concrete with air, it will be broom finished, sawed to control cracking and cure and seal to be installed.
- Erect building and roof per manufacturer's instructions.
- Install cable bracing.
- Purlins to be galvanized.
- Trim building per design documents.
- Clean up and haul any debris.

SOLAR ARRAY SCOPE OF WORK

The scope of work for each of the two solar arrays are detailed in the following pages which show the specific Helioscope reports.

HelioScope

Annual Production Report produced by Jeremy Merz

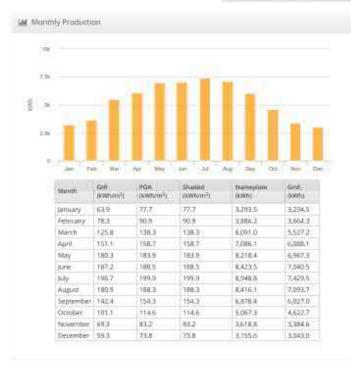
Aquatic Center (100 Rothwell Park Rd) No pool canopy 9-22-2021 City of

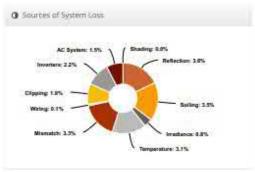
Moberly Phase 2, Moberly, MO



Davign	Aquatic Center (100 Rothwell Park Rd) No pool canopy 9-22-2021
Module DC Numeplata	47.5 kW
Invertor AC Nomeplate	33.3 kW Load Ratio: 1.43
Annual Production	64.12 MWh
Performance Ratio	81.7%
kWh/kWp	1,349,4
Weather Datemen	TMY, 10km Grid (39,45,-92,45); NREL (prospector)
Simulator . Version	717004a143-(61a4cl658-09aclf7d07- 9d8527e718

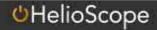






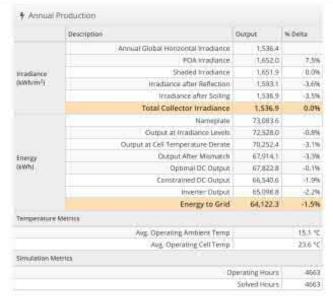
© 2021 Folsom Labs 1/3 September 22, 2021

74



HelioScope

Annual Production Report produced by Jeremy Merz



Description	Core	dition	Set 2									
Weather Dataset	Tuto	- Creati		rect in	init.	e conse	er co	20.11	in a			
				(300,45)	1247	407/90	er (b	raspec	107)			
Solar Angir Location	Met	80 Las	AT UIT									
Transposition Model	Pere	e Mide	tel									
Temperature Model	Diffi	dian.	Model									
	Raci	к Туре					Uce	at .		Store		
Temperature Model	fine	d Tilt					29			0		
Parameters	1.777	h Mu					15			0		
	1000	Wes					29			0		
	Cerport						29	i namona		.0		
Solling (%)	1	F	M	A	M	1	1	A	5	0	N	D
	6	6	4	3	3	3	1	3	3	3	4	5
tradiation Variance	5%											
Cell Temperature Spread	410											
Module Binning Range	-2.59	6 to Z	5%									
AC System Derasa	1,50	94										
Module Characterizations	Mod	tule:				Uplea By	ded	Characterisation				
	JAP4 Sola		2/330/4	4B8 (JA		Foiso Labs	9		Shire acteria	ation.	PANL	
Component Characterizations	Device Uplanded				(d B)	By Character				quition :		

Component	Name	Count
importors	Sunny Tripower_Core1 33-05-41 (SMA)	1 (33.3 kW)
Strings	10 AWG (Copper)	8 (542.4 ft)
	JA Solar, JAP6(K)-72/330/48B (330W)	544 (47.5 kW)

Description		ombiner Poles		Stri	ng Size	Stringin				
Wiring Zone	15			54	9	Along R				
Wiring Zome 2	78			78		Along Racking				
III Field Segmen	rits									
Description	(4)	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power	
Field Segment 1 (copy)	Carport	Portrait (Vertical)	9.46*	170.805911	0.1 ft	Diff.	144	144	47.5 XV	



Annual Production Report produced by Jeremy Merz



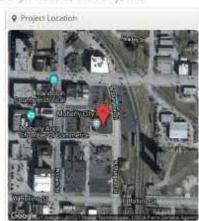
HelioScope

Annual Production Report produced by Jeremy Merz

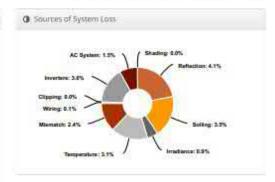
The Lodge (111 Rothwell) Canopy revised2 City of Moberly Phase 2, Moberly, MO



Dinign	The Lodge (111 Bothwell) Canopy revnet(2
Module DC Nameplate	17.8 kW
Inversor AC Nameplate	15.0 kW Load Ratio 1.19
Annual Production	22.72 MWh
Performence Natio	82.9%
sows/swyx	1,275.2
Weather Dataset	TMV, 10km Grid (39,45,-92,45), NREL (prospector)
Simulator Version	717004a143-f61a4cf658-09acff7d07- 9d8527e718







OHelioScope

Annual Production Report produced by Jeremy Merz

	Description	Output	% Delta
	Annual Global Horizontal Avadiance	1,536.4	
	POA Irradiance	1.538.6	0.19
irradiance	Staded tradiance	1,538.4	0.09
(aWth/m²)	trradiance after Reflection	1,476.0	-4,39
	Irradiance after Solling	1,424,7	-3,59
	Total Collector Irradiance	1,424.7	0.09
	Nameplate	25,403.3	1
	Output at irradiance Levels	25,174.8	-0.99
	Output at Cell Temperature Denate	24,401.8	-3.19
inergy	Output After Mismatch	23.814.7	-2.4
(kWh)	Optimal DC Output	23,783.8	-0.19
	Constrained DC Output	23,783.1	0.09
	Inverter Output	23,069.6	-3.00
	Energy to Grid	22,723.6	-1.59
Temperature	Metrics		
	Avg, Operating Ambient Temp		75.1.5
	Avg. Operating Cell Temp		22.9 %
Simulation M	etrics		
	0	perating Hours	.466
		Solved Hours	466

Description	Conc	ition	Set Z											
Weather Dataset	TMV.	10km	Grid	(39.45,	52.4	5), NR	EL jp	ospec	tor)					
Salar Angle Location	Mete	e Lat	/tng											
Transposition Model	Pere	r Mot	iel											
Temperature Model	Diffu	sion)	Model											
	Rick	Тури					Ucin	i		Unio	i			
Temperature Model	Fixe	d Tih					29			0	ô			
Temperature Model Parameters	Flust	h Mon	int				15			0				
	East	West					29			0				
	Carp	ort					29			0				
Salling (%)	1	F.	M	. 6	M	J	91	A	5	0	N	0		
dong cal	6	5.	4	3	3	3	3	3	3	3	4	9		
tradiction Variance	5%													
Cell Temperature Spread	41.0													
Module Binning Range	-2,59	i to:2	5%											
AC System Derate	1.50	9.												
	Mod	ute				Црппа Ву	dest	Chara	ictoria	union				
Module Characterizations	JAME Sola		2-335	PR (JA		Folsor Labs	m	Spec Sheet Characterization, PAN						
	JAP6 Sola	G 7.0 C	1/330/	488 (JA		Folsor Labs	Ti	Spec Sheet Characterization, PAN						
Companent Characternations	Devi	ce.)plouds	ed By				Characterization					

Component	Name	Count
Inverters	Surrny Boy 5:0-U5 (208V) (SMA)	3 (15.0 KW)
Strings	10 AWG (Copper)	h (256.9 ft)
Module	JA Solar, JAP6(K)-72/330/48B	54 (17.8

Description	- 0	ombiner Poles		String :	Size	Stringing Strategy				
Wiring Zone	88			88		Along Racking				
Wiring Zone 2				7-11		Along Racking				
III Field Segme	nts									
Description	Racking	Orientation	TR	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Powe	
Field Segment 3	Flush Mount	Landscape (Horizuntal)	9	170.43*	0.1 %	183			0	
Field Segment 3	Carport.	Portrait (Vertical)	.75	270"	0.1 ft.	185	54		17.8 kW	
Field Segment 3 (copy)	Flush Mount	Landscape (Horizuntal)	52	350.430081	0.110	183			0	

HelioScope

Annual Production Report produced by Jeremy Merz



SCHEDULE D (CO#1)

ADDITIONAL COMPENSATION to ESCO

Following is a table showing the total installed cost for each individual Energy Conservation Measure (ECM) included in Change Order#1 Schedule C – Additional Scope of Work. The ECM Summary table below provides a synopsis of the measures included in the scope of work and identifies what the total cost will be for each scope item included. The total cost is the Contract Sum which is due and payable to the ESCO under the terms set out in Section 6 of Schedule A.

City of Moberly - Pavilion/Solar Project

Select	Energy Conservation Measure and Associated Building	Turnkey Installed Price
х	AC-Pavillion Structure (80 x 110 x 14)	\$324,698
x	AC-Canopy Mount Solar (47.5 kW-dc)	\$163,140
х	TL-Canopy Mount Solar (17.80 kW-dc)	\$68,327
х	ESP Payment and Performance Bonds	\$11,123
х	Contingency	\$16,223
	PROJECT TOTALS (for selected measures)	\$583,511

SCHEDULE F (CO#1)

ADDITIONAL SAVINGS GUARANTEE

A. Magnitude of Savings Guarantee

The table below identifies the Production Guarantee in units of energy and associated dollar savings of the solar arrays. The table details the monthly projected production for each system, the associated dollar value of the production, and the combined monthly production of the systems along with that associated dollar amount.

City of Moberly - Pavilion Solar Array's Monthly Production Guarantee Table

	Aquatic Cente	er Pro	ojection	The Lodge	Pro	jection	Combined	Pro	ojection	Combined	Gua	rantee
	Year 1		Year 1	Year 1		Year 1	Year 1		Year 1	Year 1		Year 1
	Projected	Р	rojected	Projected	P	rojected	Projected	F	rojected	Guaranteed	Gu	aranteed
	Production	Pr	oduction	Production	Pi	roduction	Production	P	roduction	Production	Pro	oduction
	(kWh)		(\$)	(kWh)		(\$)	(kWh)		(\$)	(kWh)		(\$)
Jan	3,092	\$	179.31	1,004	\$	90.36	4,096	\$	269.67	3,891	\$	256.19
Feb	3,502	\$	203.09	1,208	\$	108.70	4,709	\$	311.79	4,474	\$	296.20
Mar	5,282	\$	306.35	1,939	\$	174.51	7,221	\$	480.86	6,860	\$	456.82
Apr	5,818	\$	337.45	2,306	\$	207.55	8,124	\$	545.00	7,718	\$	517.75
May	6,658	\$	386.17	2,706	\$	243.51	9,364	\$	629.68	8,896	\$	598.20
Jun	6,729	\$	390.27	2,749	\$	247.44	9,478	\$	637.71	9,004	\$	605.82
Jul	7,101	\$	411.83	2,849	\$	256.38	9,949	\$	668.21	9,452	\$	634.80
Aug	6,779	\$	393.21	2,628	\$	236.48	9,407	\$	629.69	8,937	\$	598.21
Sep	5,760	\$	334.07	2,137	\$	192.31	7,897	\$	526.38	7,502	\$	500.06
Oct	4,418	\$	256.25	1,542	\$	138.82	5,961	\$	395.07	5,662	\$	375.32
Nov	3,235	\$	187.63	1,069	\$	96.20	4,304	\$	283.83	4,089	\$	269.63
Dec	2,908	\$	168.67	910	\$	81.87	3,818	\$	250.54	3,627	\$	238.01
Annual	61,281	\$:	3,554.30	23,046	\$	2,074.14	84,327	\$	5,628.44	80,111	\$.	5,347.02

The table below details the annual production guarantee throughout the program. The parties acknowledge that the solar panels and other components of the System will naturally degrade over time and that actual performance will decrease and the performance warranted by ESP/MC Power will be adjusted correspondingly pursuant to and according to the Production Guarantee Table below. The warranted performance for the first 5 years is 95% of Projected Annual Production. For years 6-10, the warranted performance will be 92% of the original Annual Projected Production. For years 11-15, the warranted performance shall be 89% of the original Annual Projected Production.

Because solar array systems inherently have some variation in performance, the parties agree, that in order to determine any adjustment payment or credit against future Services Fees, the parties will average the Actual Annual Production of the System over a two-year period to determine the extent of any shortfall in production and any adjustment in the Services Fee due. The production shall always be determined by taking the average of the current year's Actual Annual Production and the previous year's Actual Annual Production.

Annual Production Guarantee Table

		Annual Annua		Annual	Annual
		Combined	Combined	Combined	Combined
	Annual	Projected	Projected	Guaranteed	Guaranteed
	Degradation	Production	Production	Production	Production
<u>Year</u>	Factor	(kWh)	(\$)	(kWh)	(\$)
1	95.0%	84,327	\$ 5,628.44	80,111	\$ 5,347.02
2	95.0%	84,327	\$ 5,628.44	80,111	\$ 5,347.02
3	95.0%	84,327	\$ 5,628.44	80,111	\$ 5,347.02
4	95.0%	84,327	\$ 5,628.44	80,111	\$ 5,347.02
5	95.0%	84,327	\$ 5,628.44	80,111	\$ 5,347.02
6	92.0%	84,327	\$ 5,628.44	77,581	\$ 5,178.16
7	92.0%	84,327	\$ 5,628.44	77,581	\$ 5,178.16
8	92.0%	84,327	\$ 5,628.44	77,581	\$ 5,178.16
9	92.0%	84,327	\$ 5,628.44	77,581	\$ 5,178.16
10	92.0%	84,327	\$ 5,628.44	77,581	\$ 5,178.16
11	89.0%	84,327	\$ 5,628.44	75,051	\$ 5,009.31
12	89.0%	84,327	\$ 5,628.44	75,051	\$ 5,009.31
13	89.0%	84,327	\$ 5,628.44	75,051	\$ 5,009.31
14	89.0%	84,327	\$ 5,628.44	75,051	\$ 5,009.31
15	89.0%	84,327	\$ 5,628.44	75,051	\$ 5,009.31

B. Term of Guarantee

The term of the Energy Savings Guarantee is 15 Years.

The Production Guarantee will commence on the first of the month following substantial completion. The Guarantee Year will commence this month and conclude at the end of the 12-month period.

C. Utility Rates Used to Calculate Utility Savings

The dollar savings values have been derived by applying average utility rates costs for each building to the calculated units of energy savings in each building.

The average rates that have been applied for calculating the dollar magnitude of savings are as follows:

These energy rates reflect the current utility costs for the Client.

Contract Rates for Solar Production Guarantee

	Е	lectric
City of Moberly	Con	sumption
	(5	s/kWh)
Aquatic Center Solar System	\$	0.0580
The Lodge Solar System	\$	0.0900

SCHEDULE G (CO#1)

ADDITIONAL SAVINGS MEASUREMENT AND CALCULATION FORMULAE; METHODOLOGY TO ADJUST BASELINE

A. Savings Measurement & Methodology

The Measurement & Verification of all measures installed as part of this Project will follow either:

- 1. Federal Energy Management Program M&V Guidelines: Measurement and Verification for Federal Energy Projects, Version 2.2., or
- 2. International Performance Measurement and Verification Protocol (*IPMVP Volume I EVO 10000-1:2012*), or
- 3. Engineering Calculations based on industry accepted standards, manufacturer data, and stipulated and/or measured values agreed to by the Client and ESCO.

The specific types of measurement and verification to be included in the Project are defined below:

• <u>IPMVP Option B</u> – For each measure identified as using IMPVP Option B, the ESCO will utilize field measurements of the energy consumption, production, and demand and/or related independent or proxy variables. The measurement frequency ranges from short-term to continuous, depending on the expected variations in savings and length of reporting period.

The table below provides a summary of the ECMs to be measured, the specific M&V methodology that will be utilized to verify the savings, the measured parameter(s), the number of times and/or duration of measurements, and the quantity of devices to be measured:

<u>Table G.1</u>: Measurement & Verification Methodology by Energy Conservation Measure

			Number of times
	M&V	Measured	and/or duration
ECM Description	Methodology	Parameter	measured
Solar Arrays			
	Option B	kWh	Annual (15 years)
			with 14 reports

B. Measurement & Verification Reporting

The ESCO shall prepare and deliver an annual Measurement & Verification Report with the first one being delivered within 60-days following the completion of the Second Guarantee Year. A total of fourteen (14) reports will be delivered.

The M&V Report will clearly identify the Guaranteed and Achieved savings levels for the Year(s) being measured, based on the M&V Plan identified here-in.

ESCO shall include a summary of all adjustments, including calculations and assumptions used to derive each adjustment.

C. ECM Specific Measurement Methods

The ESCO will utilize the methods and formulae identified on the following pages to measure, calculate and verify savings for each ECM identified above as "Measured".

The formulae and measurement parameters for each Measured ECM are as follows:

a. Solar Arrays

Under this production guarantee, it is intended that Client pay only for Services received and that Client not pay for any Services not received. All Parties further understand that solar systems in general will vary in their production of power due to factors outside the control of the parties (e.g. weather) and that while the Annual Production of a System may be estimated or projected, it is difficult to establish the reasons why projected and actual production may vary. For this reason, all parties agree to define "compliance" or "acceptable performance" within certain parameters. Production may exceed 100% of projected production at times and at other times may fall below 100%. All Parties agree that so long as the System is producing 95% or more of the estimated or Projected Power then the Solar System and Services being performed are satisfactory under the contract and that the Client is not paying for Services not received.

It is the intention of the Client (Owner of the Solar System) to contract directly with MC Power to provide annual maintenance and repair of said System. The Solar System and the maintenance and repair of the Solar System as well as all other Services to be provided shall be jointly referred to as the System (System meaning the combination of the Solar System and all other Services to be provided under this contract including the power generated by the System).

1. So long as the System is producing power on an annualized basis, at 95% or more of Projected Annual Production in Schedule F, the System will be considered as performing in a satisfactory manner and in compliance with this Agreement since variations of 5% or more in production are common among such facilities and can occur for a number of reasons which are not the "fault" of the Solar System or ESP (e.g. unusual or unexpected weather patterns being the most common cause for fluctuations in the system's generation of power).

- 2. If Actual Annual Production is below 95% of Projected Annual Production, MC Power shall, under its service agreement with Client, test the System to determine the cause of any discrepancy between Projected Production and Actual Production. If the fault lies with the Solar System or ESP/MC Power, ESP/MC Power shall have the right to take whatever action is necessary and reasonably possible, to boost the production of the Solar System so that it performs at no less than 95% of Projected Annual Production. In this situation, the Client shall be entitled to an adjustment payment from ESP. Said payment shall be made within 60 days of the 12-month of the energy guarantee year following the failure to perform period.
- 3. Because solar array systems inherently have some variation in performance, the parties agree, that in order to determine any adjustment payment, the parties will average the Actual Annual Production of the System over a two-year period to determine the extent of any shortfall in production. The production shall always be determined by taking the average of the current year's Actual Annual Production and the previous year's Actual Annual Production. By way of example, if the System performs at 95% for the first year and at 97% for the second year, the production for said two-year period would be considered to be 96% and no adjustment would be due. If the System performs at 95% for the second year and 90% for the third year, then the actual production for the twoyear period would be considered to be 92.5%, and the Client would be entitled to a credit of 2.5% of the Projected Annual Production for said two-year period and ESP would pay recipient 2.5% of the Projected Annual Production for said twoyear period (the System being warranted to perform at 95% of Projected Annual Production). ESP/MC Power shall have the right, at any time, to have a photovoltaic System study (PVSyst Analysis Report) performed by an independent expert to determine the cause of any shortfall in production.
- 4. In order to determine the amount of any reimbursement owed to Client due to the failure of the System to perform at 95% or more of Projected Annual Production for any two-year period, the parties agree that the value of the lost energy will be calculated by multiplying the shortfall of production (kWh) by the contract rates identified in Schedule F.
- 5. Notwithstanding the forgoing, if ESP/MC Power can show that the loss of production was through no fault of its own, but rather was due to some other cause beyond its control (e.g. Owner letting trees grow to the point where they are partially blocking the sun, requesting a temporary shutdown of the System), then the loss of production from such cause must first be added back to the Actual Production to determine the extent of any Actual Production shortfall. The burden of establishing that the shortfall was due to factors beyond the control of ESP/MC Power shall be on ESP/MC Power. Weather shall be excluded from consideration with respect to this subparagraph and shall not for the purposes of this subparagraph, be considered a "matter beyond the control" of ESP/MC Power.
- 6. The parties also acknowledge that the solar panels and other components of the System will naturally degrade over time and that actual performance will decrease and the performance warranted by ESP will be adjusted correspondingly to the Production Guarantee Table below. The warranted performance for the first 5 years is 95% of Projected Annual Production. For years 6-10, the warranted

performance will be 92% of the original Annual Projected Production. For years 11-15, the warranted performance shall be 89% of the original Annual Projected Production. All other provisions of this Section shall apply to the duties of ESP/MC Power and the remedies of the Client except that the baseline performance levels required and warranted will be as adjusted as set forth in this paragraph.

Client Responsibilities

In order for ESCO to perform its obligations under this Contract with respect to the Savings Guarantee and the M&V Services, Client shall be responsible for:

- 1. Entering into a Service/Maintenance Agreement with MC Power for the term of this Agreement. Failure of the Client to enter into an Agreement with MC Power, or termination of the Agreement with MC Power, shall entitle ESCO to terminate the Savings Guarantee and M&V Services.
- 2. Providing ESCO, its subcontractors, and its agents reasonable and safe access to all facilities and properties that are subject to M&V Services.
- 3. Providing for shut down and scheduling of affected locations as needed to accomplish M&V Services.
- 4. Providing the utility bills, reports, and similar information reasonably necessary for administering ESCO's obligations under the Savings Guarantee within five (5) days of Client receipt and/or generation or ESCO's request therefor.
- 5. Providing and maintaining an internet access to each of the solar arrays to allow the performance data to be transmitted to the solar reporting enterprise.

D. Measurement & Verification Templates

ESCO will work with the Client to develop templates of tables to utilize for verification of equipment performance. The Client's staff will have the option to be present during all measurements and will have the opportunity to inspect all equipment and measurement devices utilized by ESCO in obtaining the field data that will be utilized to quantify the actual achieved energy saving levels for each measured ECM.

SCHEDULE H (CO#1)

ADDITIONAL FUNDING

Client has allocated existing capital and/or other budgeted funds to pay the ESCO the amount identified in *Schedule D - Compensation to ESCO*. The parties agree that the imputed annual Debt Service for this Contract is \$35,376.

ESP's current contract with the Public Works department includes a contingency value of \$137,337. The Parks and Recreation department will reimburse Public Works by applying a \$110,000 grant which was received by Parks and Rec, plus the anticipated Ameren solar energy rebate estimated at \$15,400, plus the balance of \$11,937. When these are applied to this project, the net construction cost to Parks and Rec will be \$446,174, as shown below.

Project	Costs
----------------	-------

Net Capitalized Costs	\$	446,174
Additional Buydown	\$	11,937
Utility Incentives	\$	15,400
Grant Funds	\$	110,000
Energy Measures Installed Cost	\$	583,511
	•	500 544

This energy performance contract is considered binding upon execution of the Lease and Escrow Agreements and other documents necessary to establish the funding-date and secure the financing in the Escrow Account.

SAMPLE Cash Flow Table for Project

The Cash Flow table on the following page is provided as a reference to give the Client an understanding of how the financial parameters of the Energy Performance Contract will work. Actual Debt Service payment amounts will be per the Final Amortization Schedule in the Lease Agreement between Client and Lessor. The Final Amortization schedule must be structured such that annual Debt Service payments are less than the Total Funds Available for the project. If the rate and resulting Debt Service amount is LOWER than estimated in the Potential Cash Flow table then the Savings Guarantee will be reduced accordingly. If the rate is higher than estimated, the Term may need to be extended beyond the Financing Term reflected below, or perhaps a balloon payment plan may be utilized.

Energy Solutions Professionals, LLC

City of Moberly - Solar Projects Potential Cash Flow for Energy Performance Contract Project (Energy)

Project Costs		Projected Annual Savings	
Energy Measures Installed Cost	\$ 583,511	Utility Cost Savings	\$ 5,628
Grant Funds	\$ 110,000	O&M Savings	\$ -
Utility Incentives	\$ 15,400	Repair & Replace Savings	\$ -
Additional Buydown	\$ 11,937		
Net Capitalized Costs	\$ 446,174	Total Annual Savings	\$ 5,628
Annual Costs		Finance Factors	
On-Going Technical Service / M&V	\$ -	Term (10 to 15 Year)	15.00 years
Avoided Future Costs	\$ 32,000	Rate (Range 2.8% to 3.8%)	2.25%
		Escalation Rate	0.0%
		Energy Escalation Rate	0.0%

TOTALS	\$84,420	\$77,670	\$0	\$320,000	\$557,670	\$530,647	\$0	\$530,647	\$33,774
15	\$5,628	\$5,009	\$0	\$32,000	\$37,009	\$35,376	\$0	\$35,376	\$2,252
14	\$5,628	\$5,009	\$0	\$32,000	\$37,009	\$35,376	\$0	\$35,376	\$2,252
13	\$5,628	\$5,009	\$0	\$32,000	\$37,009	\$35,376	\$0	\$35,376	\$2,252
12	\$5,628	\$5,009	\$0	\$32,000	\$37,009	\$35,376	\$0	\$35,376	\$2,252
11	\$5,628	\$5,009	\$0	\$32,000	\$37,009	\$35,376	\$0	\$35,376	\$2,252
10	\$5,628	\$5,178	\$0	\$32,000	\$37,178	\$35,376	\$0	\$35,376	\$2,252
9	\$5,628	\$5,178	\$0	\$32,000	\$37,178	\$35,376	\$0	\$35,376	\$2,252
8	\$5,628	\$5,178	\$0	\$32,000	\$37,178	\$35,376	\$0	\$35,376	\$2,252
7	\$5,628	\$5,178	\$0	\$32,000	\$37,178	\$35,376	\$0	\$35,376	\$2,252
6	\$5,628	\$5,178	\$0	\$32,000	\$37,178	\$35,376	\$0	\$35,376	\$2,252
5	\$5,628	\$5,347	\$0	\$32,000	\$37,347	\$35,376	\$0	\$35,376	\$2,252
4	\$5,628	\$5,347	\$0	\$32,000	\$37,347	\$35,376	\$0	\$35,376	\$2,252
3	\$5,628	\$5,347	\$0	\$32,000	\$37,347	\$35,376	\$0	\$35,376	\$2,252
2	\$5,628	\$5,347	\$0	\$32,000	\$37,347	\$35,376	\$0	\$35,376	\$2,252
1	\$5,628	\$5,347	\$0	\$32,000	\$37,347	\$35,376	\$0	\$35,376	\$2,252
Interim	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
TEAR	SAVINGS	SAVINGS	SAVINGS	COST	AVAILABLE	DEDI SERVICE	SERVICE FEE	COST	SAVINGS
YEAR	PROJECTED UTILITY COST	GUARANTEED UTILITY COST	OPER & MAINT / R&R COST	AVOIDED FUTURE	TOTAL FUNDS	DEBT SERVICE	ON-GOING TECHNICAL	GUARANTEED PROGRAM	PROJECTED EXCESS

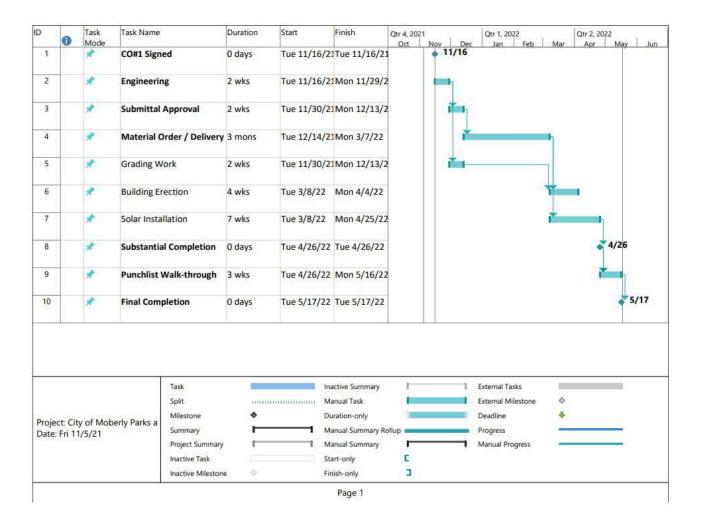
Notes:

- 1) ESP guarantees the energy savings identified in column 3 will be achieved. 100% of excess savings used at Client's discretion.
- 2) Escalation rates are conservative estimates to reflect increased utility and maintenance costs/savings over time.
- 3) Maintenance savings represent reduced costs for outsourced maintenance and materials costs, but no internal labor savings.

SCHEDULE J

CONSTRUCTION & INSTALLATION SCHEDULE

See next page for full construction schedule. The actual start date of the schedule will be adjusted to match the Contract Start Date and/or the date that proof of financing or funding is in place.



SCHEDULE L

MAINTENANCE RESPONSIBILITIES

ESCO Maintenance Responsibilities

The Client has elected to contract directly with MC Power to provide on-going maintenance services on the solar system, therefore ESCO does not have any direct responsibilities with respect to maintaining the equipment over time.

SCHEDULE O

WARRANTIES

The following items carry warranties beyond the first year and are detailed as follows:

ECM	Extended Manufacturer's
	Warranty (beyond 1 st year)
Solar Panels	9 years
Solar Inverters	9 years
Balance of Solar System	NA
Pavilion Structure	14 year limited on metal finishes

ESCO will pass along all Extended Warranties to Client that are applicable to equipment installed as part of the Scope of Work.

#8.

City of Moberly City Council Agenda Summary

Agenda Number: Department:

Date:

Police

November 15, 2021

Agenda Item: A Resolution Authorizing The 2021 Christmas Parade Route And Public

Consumption Of Alcoholic Beverages.

Request to hold the 2021 Christmas Parade on Saturday December 4, 2021, **Summary:**

beginning at 3:00 pm. Chamber of Commerce requests permission to use City Hall Parking Lot and Depot Park Parking Lot to stage parade entries. Parade will start at W Reed and Sturgeon and travel west on Reed Street to Johnson Street where it will disband. Chamber of Commerce Director Megan Schmitt expects thirty-three entries in the parade and will have six volunteers to help with the parage. Moberly Police are requested to lead the parade and provide traffic control along the parade route. Contact is Megan Schmitt, 660-263-

6070.

In addition to the parade, vendor pop ups are scheduled to begin at 9am, horse drawn carriage rides plan to be available and mobile food trucks/boutique trailers will be parked in parking spaces along Reed Street. Moberly Chamber of Commerce further requests the lifting of Section 6-5, public consumption of alcoholic beverages from 9:00am to 7:00pm for Reed Street 100-500 blocks, Coates Street, 200-500 blocks and the 200 block of Clark Street, Williams Street, 4th Street, 5th Street and Johnson St. The lifting of Section 6-5 is to allow downtown restaurants and licensed alcohol vendors sell alcoholic drinks to attendees to carry with them. All alcoholic beverages will be served in event cups and each person served will receive a wristband to confirm they are of legal age to consume alcohol.

Recommended Action

Approve this resolution.

Fund Name:

Account Number:

Available Budget \$:

ATTACHMENTS:		Roll Call	Aye Nay
Memo _x Staff Report Correspondence Bid Tabulation	Council Minutes Proposed Ordinance X Proposed Resolution	Mayor M SJeffrey Council Member	
P/C Recommendation P/C Minutes Application Citizen Consultant Report	Attorney's ReportPetitionContractBudget AmendmentLegal NoticeOther	MSBrubake MSKimmon MSDavis MSKyser	
	94		

BILL NO	RESOLUTION NO
A RESOLUTION AUTHORIZING PUBLIC CONSUMPTION OF A	NG THE 2021 CHRISTMAS PARADE ROUTE AND ALCOHOLIC BEVERAGES.
to hold a Christmas Parade on Dec	Chamber of Commerce ("Chamber") has requested permission ember 4, 2021, at 3:00 p.m. with a route beginning at the nd Sturgeon, travelling west on Reed Street to Johnson Street
alcoholic beverages on December	has also requested permission to allow public consumption of 4 from 9:00 a.m. to 7:00 p.m. in the 100 through 500 blocks of clocks of Coates Street and the 200 blocks of Clark Street, et and Johnson Street; and
ŕ	of the City Code prohibits public consumption of alcoholic specifically authorized by the City for special events; and
events described herein and to authoraces and recommends approval of	reviewed the application of the Chamber to hold the special norize public consumption of alcoholic beverages on public of street closures for the parade routed described herein er 4, 2021 and permission to permit public consumption of a on the streets described herein.
	e Moberly, Missouri, City Council hereby authorizes the 2021 es set forth herein and the public consumption of alcohol at the
RESOLVED this 15th day Missouri.	of November, 2021, by the Council of the City of Moberly,
	Presiding Officer at Meeting
ATTEST:	
Shannon Hance, City Clerk	

#8.



Moberly Area Chamber of Commerce

211 West Reed Street | Moberly, MO 65270 phone 660.263.6070 | fax 660.263.9443 www.MoberlyChamber.com

Dear Mr. Crane:

On behalf of the Moberly Area Chamber of Commerce, we are seeking permission to lift public consumption of alcohol for Moberly's Christmas Festival on December 4, 2021 in Downtown Moberly. This event will include all day pop up vendor markets, a parade horse drawn carriage rides. Lifting public consumption will allow our downtown restaurants and licensed alcohol vendors to sell alcoholic drinks to event attendees to carry with them during the event. All alcoholic beverages will be served in an event cup and each person served will receive a wristband to confirm they have been carded.

Vendor Pop Ups are scheduled to begin at 9am, lifting of public consumption should also begin at 9am. All events during the day and Public consumption will end by 7pm.

We are also requesting to allow mobile food trucks and boutique trailers to park in parking spaces on Reed during the event due to the limited available vendor space this year in the downtown buildings due to permanent tenants.

If the City of Moberly (or a specific department) would prefer adjustments to this request the event planning committee is open to that feedback. If any specific department has additional questions or would like to meet directly with the planning committee please contact Megan Schmitt by email <u>director@moberly.com</u> or phone 660.263.6070.

Thank you for your time and consideration.

Sincerely,

Executive Director – Moberly Area Chamber of Commerce

Johnson SI

St Baptist Church A STANCE 旧代印刷组 and Egg Emporium Jes Jabima s equal Moberly Missouri Cours umed License Bureau Som Si - Branch W Adline St Methodist Church E S Ν Trinity United Christmas Festival — December 5, 2020 THE BELL **Public Consumption Area** Takeout - Delivery 据川中上 Sun Kissed Ten 言語の記号 Community Bank MODE MODE DE PROPERTY Class & Wuffler Discours Auto to ת מפת Hamilians Decimal sumply side M Clark St 內信衛衛 TITO COPY 四部出口 門の神神の門 Reed Street Probably Police pepariment is unding H undang s 協 naagims M FROI

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City of Moberly City Council Agenda Summary

Agenda Number: _ Department: _

Public Works

Date: November 15, 2021

Agenda Item: A Resolution Of The City Of Moberly, Missouri, Ratifying Execution An

Airport Coronavirus Relief Grant Program Agreement.

Summary: Tom was notified by MoDOT Aviation that \$13,000.00 was set aside for the

Omar N. Bradley to be used for operational and maintenance expenses thru the CARES ACT. We had to submit receipts to get the funds. Attached is the

Airport Coronavirus Relief Grant Program Agreement.

Recommended

Action: Approve this resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:		Roll Call	Aye	Nay
Memo Staff Report Correspondence Bid Tabulation	Council Minutes Proposed Ordinance x Proposed Resolution Attorney's Report	Mayor M S Jeffrey Council Member		_
P/C Recommendation P/C Minutes Application Citizen Consultant Report	Petition Contract Budget Amendment Legal Notice Other	M S Brubaker M S Kimmons M S Davis M S Kyser	Passed	Failed

BILL NO	RESOLUTION NO
	OF MOBERLY, MISSOURI, RATIFYING RONAVIRUS RELIEF GRANT PROGRAM
WHEREAS, the Missouri Degrant money available to reimburse the	epartment of Transportation has made city staff aware of the city for fuel purchases; and
	is Airport Coronavirus Relief Grant Program Agreement 0.00 to the City of Moberly to reimburse fuel purchases at rt; and
WHEREAS, the CRRSAA w	vas previously executed by the Airport Manager; and
WHEREAS , city staff recom Airport Manager's signature.	mends acceptance of the grant award and ratification of the
NOW, THEREFORE, BE I'City of Moberly, Missouri, that the C	T RESOLVED this 15th day of November 2021, by the CRRSAA award is hereby accepted.
BE IT FURTHER RESOLV agreement is hereby ratified.	ED, that the signature of the Airport Manager to the
	Presiding Officer at Meeting
ATTEST:	
Shannon Hance, City Clerk	

CCO FORM: MO22

Approved: 06/21 (MWH)

Revised: Modified:

Sponsor: City of Moberly Project No.: 21-034A-1

Airport Name: Omar N. Bradley

CFDA Number:

CFDA #20.106

CFDA Title:

Airport Improvement Program

Federal Agency:

Federal Aviation Administration, Department of Transportation

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM AGREEMENT

SECTION I - TITLE, AUTHORIZATION, PROJECT DESCRIPTION

- --State Block Grant Agreement
- --Federal Authorization Airport and Airway Improvement Act of 1982 (as amended) and CRRSA Act
- --Project Description operational and maintenance costs

SECTION II - STANDARD AGREEMENT ITEMS

- 1. PURPOSE
- 2. PERIOD OF PERFORMANCE
- AMOUNT OF GRANT
- 4. ALLOWABLE COSTS
- INDIRECT COSTS-SPONSOR
- FEDERAL SHARE OF COSTS
- 7. COMPLETING THE GRANT WITHOUT DELAY AND IN CONFORMANCE WITH REQUIREMENTS
- 8. WITHDRAWAL OF GRANT OFFER
- 9. EXPIRATION OF GRANT OFFER
- RECOVERY OF FEDERAL FUNDS
- 11. PAYMENT
- 12. ADMINISTRATIVE/AUDIT REQUIREMENTS
- NONDISCRIMINATION ASSURANCE
- 14. CANCELLATION
- 15. VENUE
- LAW OF MISSOURI TO GOVERN
- 17. CONFIDENTIALITY
- 18. NONSOLICITATION
- 19. DISPUTES
- 20. INDEMNIFICATION
- 21. NOTIFICATION OF CHANGE
- 22. AMENDMENTS
- 23. ASSIGNMENT
- BANKRUPTCY
- 25. COMMISSION REPRESENTATIVE
- 26. UNITED STATES NOT LIABLE FOR DAMAGE OR INJURY
- 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006
- 28. BAN ON TEXTING WHILE DRIVING
- 29. SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIQUE ENTITY IDENTIFIER

- 30. SUSPENSION OR DEBARMENT
- 31. TRAFFICKING IN PERSONS
- 32. REQUIRED FEDERAL PROVISIONS
- 33. EMPLOYEE PROTECTION FROM REPRISAL
- 34. BUY AMERICAN
- 35. LIMITATIONS
- 36. AIR AND WATER QUALITY
- FACE COVERINGS POLICY
- 38. FINANCIAL REPORTING AND PAYMENT REQUIREMENTS
- 39. CRRSA ACT GRANT ASSURANCES
- 40. EQUIPMENT OR VEHICLE REPLACEMENT
- 41. EQUIPMENT ACQUISITION
- 42. LOW EMISSION SYSTEMS
- 43. UTILITIES PRORATION
- 44. UTILITY RELOCATION IN GRANT

SECTION III - GRANT ACCEPTANCE

--Signature by sponsor constitutes acceptance of grant terms and conditions. Failure to comply with grant requirements will jeopardize funding eligibility.

--Certificate of sponsor's attorney

EXHIBIT A - CRRSA ACT ASSURANCES

Sponsor: City of Moberly Project No.: 21-034A-1

Airport Name: Omar N. Bradley

CFDA Number:

CFDA #20.106

CFDA Title:

Airport Improvement Program

Federal Agency:

Federal Aviation Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM AGREEMENT

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Moberly (hereinafter, "Sponsor"). Reference will also be made to the Federal Aviation Administration (hereinafter, "FAA").

WITNESSETH:

WHEREAS, Section 116 of the federal Airport and Airway Safety and Capacity Expansion Act of 1987 amended the previous Act of 1982 by adding new section 534 entitled "State Block Grant Pilot Program", (Title 49 United States Code (U.S.C.) Section 47128); and

WHEREAS, the Federal Aviation Reauthorization Act of 1996 declared the State Block Grant Program to be permanent; and

WHEREAS, the Commission has been selected by the FAA to administer state block grant federal funds under said program; and

WHEREAS, Title IV of Division M of Public Law 116-260, the Coronavirus Response and Relief Supplemental Appropriations Act (hereinafter, "CRRSA Act") provided General Funds to airports to be utilized for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments; and

WHEREAS, the Sponsor has applied to the Commission for a CRRSA Act sub grant under said program; and

WHEREAS, the Commission has agreed to award funds to the Sponsor with the understanding that such funds will be used for airport operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the CRRSA Act; and

WHEREAS, this grant is provided in accordance with the CRRSA Act, as described below, to prevent, prepare for, and respond to the coronavirus. CRRSA Act airport grant amounts to specific airports are derived by legislative formula; and

NOW, THEREFORE, in consideration of these mutual covenants, promises and representations, the parties agree as follows:

- (1) <u>PURPOSE</u>: The purpose of this Agreement is to provide CRRSA Act financial assistance to the Sponsor under the State Block Grant Program and to maintain safe and efficient airport operations. Funds provided under this Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to the Airport incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after December 27, 2020. Funds provided under the Agreement will be governed by the same principles that govern "airport revenue". New airport development projects not directly related to combating the spread of pathogens and approved by MoDOT on behalf of the FAA for such purposes may not be funded with this Agreement.
- (2) PERIOD OF PERFORMANCE: The period of performance shall commence on the date this Agreement is executed by the parties. The end date of the period of performance is June 15, 2025, which is four (4) years (1,460 calendar days) from the date of agreement execution between the Commission and the FAA to receive this funding. The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance. Unless the Commission receives a written extension from the FAA, the Sponsor must submit all Grant closeout documentation and liquidate (pay off) all obligations incurred under this award no later than one hundred twenty (120) calendar days after the end date of the period of performance (2 Code of Federal Regulations (CFR) § 200.344). The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
- (3) AMOUNT OF GRANT: The amount of this grant is not to exceed Thirteen Thousand Dollars (\$13,000). The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all expenses to ensure that they are qualifying expenses under this program.
- (4) <u>ALLOWABLE COSTS</u>: These funds shall not be used for any costs that the Commission and/or the FAA has determined to be ineligible or unallowable under the CRRSA Act.
- (5) <u>INDIRECT COSTS—SPONSOR</u>: The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the Commission, to allowable costs for Sponsor direct salaries and wages only.
- (6) <u>FEDERAL SHARE OF COSTS</u>: The United States' share of allowable Grant costs is One Hundred Percent (100%).

- (7) COMPLETING THE GRANT WITHOUT DELAY AND IN CONFORMANCE WITH REQUIREMENTS: The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Agreement, the CRRSA Act, and the regulations, policies, standards and procedures of the United States Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the Commission any disengagement from funding eligible expenses under the Grant that exceeds three (3) months or a twenty-five percent (25%) reduction in time devoted to the Agreement, and request prior approval from the Commission. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are labeled as Exhibit A and attached to the Agreement and incorporated herein by reference, and any addendum that may be attached hereto at a later date by mutual consent.
- (8) <u>WITHDRAWAL OF GRANT OFFER</u>: The Commission reserves the right to amend or withdraw this grant offer at any time prior to acceptance by the Sponsor.
- (9) <u>EXPIRATION OF GRANT OFFER</u>: This grant offer shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant Agreement has been executed by the Sponsor on or before September 15, 2021 or such subsequent date as may be prescribed in writing by the Commission.
- (10) <u>RECOVERY OF FEDERAL FUNDS</u>: The Sponsor shall take all steps, including litigation if necessary, to recover federal funds spent fraudulently, wastefully, in violation of federal antitrust statutes, or misused in any other manner, including uses that violate this Agreement, the CRRSA Act, or other provisions of applicable law. For the purposes of this Agreement, the term "Federal funds" means funds, however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor shall return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Commission. The Sponsor shall furnish to the Commission, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such federal share shall be approved in advance by the Commission.
- (11) <u>PAYMENT</u>: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of the project or a lump sum payment upon completion of the work. The Sponsor may request payment at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be supported with invoices. After the Sponsor pays incurred costs, copies of checks used to pay providers must be submitted to the Commission. The Sponsor shall comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
 - (12) ADMINISTRATIVE/AUDIT REQUIREMENTS: The Sponsor must provide

for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Commission and shall provide one (1) copy of the completed audit to the Commission. Upon request of the FAA, the Commission and Sponsor shall provide one copy of the completed audit to the FAA.

- (13) <u>NONDISCRIMINATION ASSURANCE</u>: With regard to work under this Agreement, the Sponsor agrees as follows:
- (A) <u>Civil Rights Statutes</u>: The Sponsor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d and 2000e, *et seq.*), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the Sponsor is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.
- (B) <u>Administrative Rules</u>: The Sponsor shall comply with the administrative rules of the United States Department of Transportation (USDOT) relative to nondiscrimination in federally-assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.
- (C) <u>Nondiscrimination</u>: The Sponsor shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5, including employment practices.
- (D) <u>Solicitations for Subcontracts, Including Procurements of Material and Equipment</u>: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Sponsor. These apply to all solicitations either by competitive bidding or negotiation made by the Sponsor for work to be performed under a subcontract, including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Sponsor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.
- (E) <u>Information and Reports</u>: The Sponsor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

- (F) <u>Sanctions for Noncompliance</u>: In the event the Sponsor fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:
- 1. Withholding of payments under this Agreement until the Sponsor complies; and/or
- 2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.
- (G) Incorporation of Provisions: The Sponsor shall include the provisions of Paragraph (13) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Sponsor will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Sponsor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.
- (14) <u>CANCELLATION</u>: The Commission may cancel this Agreement at any time the Sponsor breaches the contractual obligations by providing the Sponsor with written notice of cancellation. Should the Commission exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Sponsor.
- (A) Upon written notice to the Sponsor, the Commission reserves the right to suspend or terminate all or part of the grant when the Sponsor is, or has been, in violation of the terms of this Agreement. Any lack of progress that significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. Once such determination is made, the Commission shall so notify the Sponsor in writing. Termination of any part of the grant will not invalidate obligations properly incurred by the Sponsor prior to the date of termination.
- (B) The Commission shall have the right to suspend funding of the project at any time and for so long as the Sponsor fails to substantially comply with all the material terms and conditions of this Agreement. If the Commission determines that substantial noncompliance cannot be cured within thirty (30) days, then the Commission may terminate the funding for the project. If the Sponsor fails to perform its obligations in substantial accordance with the Agreement (except if the project has been terminated for the convenience of the parties) and the FAA requires the Commission to repay grant

funds that have already been expended by the Sponsor, then the Sponsor shall repay the Commission such federal funds.

- (15) <u>VENUE</u>: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.
- (16) <u>LAW OF MISSOURI TO GOVERN</u>: This Agreement shall be construed according to the laws of the State of Missouri. The Sponsor shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.
- (17) <u>CONFIDENTIALITY</u>: The Sponsor shall not disclose to third parties confidential factual matter provided by the Commission except as may be required by statute, ordinance, or order of court, or as authorized by the Commission. The Sponsor shall notify the Commission immediately of any request for such information.
- (18) NONSOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- (19) <u>DISPUTES</u>: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(20) INDEMNIFICATION:

- (A) To the extent allowed or imposed by law, the Sponsor shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Sponsor's wrongful or negligent performance of its obligations under this Agreement.
- (B) The Sponsor will require any contractor procured by the Sponsor to work under this Agreement:
- (1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

- (2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
- (C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.
- (21) <u>NOTIFICATION OF CHANGE</u>: The Sponsor shall immediately notify the Commission of any changes in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal, facsimile or electronic mail (email) delivery, addressed as follows:

Commission:

Amy Ludwig, Administrator of Aviation Missouri Department of Transportation

P.O. Box 270

Jefferson City, MO 65102

(573) 526-7912 (573) 526-4709 FAX

email: amy.ludwig@modot.mo.gov

Sponsor:

Tom Sanders

Public Works Director

City of Moberly 101 W. Reed

Moberly, MO 65270 (660) 263-4835 (660) 263-9398 FAX

email: tsanders@cityofmoberly.com

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile or email delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of the facsimile or email transmission of the document.

(22) <u>AMENDMENTS</u>: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and

approved by the duly authorized representative of the Sponsor and the Commission.

- (23) <u>ASSIGNMENT</u>: The Sponsor shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.
- (24) <u>BANKRUPTCY</u>: Upon filing for any bankruptcy or insolvency proceeding by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.
- (25) <u>COMMISSION REPRESENTATIVE</u>: The Commission's assistant chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.
- (26) <u>UNITED STATES NOT LIABLE FOR DAMAGE OR INJURY</u>: The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Agreement.
- (27) <u>FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF</u> <u>2006</u>: The Sponsor shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

(28) BAN ON TEXTING WHILE DRIVING:

- (A) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
- 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Agreement or subgrant funded by this Agreement.
- 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
- a. Establishment of new rules and programs or reevaluation of existing programs to prohibit text messaging while driving; and
- b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(B) The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Agreement.

(29) <u>SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIQUE</u> ENTITY IDENTIFIER:

- (A) Requirement for System for Award Management (hereinafter, "SAM"): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Commission submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).
- (B) Unique entity identifier (hereinafter, "UEI") means a twelve (12) character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.
- (30) <u>SUSPENSION OR DEBARMENT</u>: When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- (A) Verify the non-federal entity is eligible to participate in this Federal program by:
- 1. Checking the excluded parties list system (EPLS) as maintained within SAM to determine if the non-federal entity is excluded or disqualified; or
- 2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or
- 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- (B) Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- (C) Immediately disclose to the Commission whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.
 - (D) Insert this clause on suspension or debarment in all contracts and

subcontracts that result from this Agreement.

(31) TRAFFICKING IN PERSONS:

- (A) The Sponsor as the recipient, the Sponsor's employees, subrecipients under this Agreement, and subrecipients' employees may not:
- 1. Engage in severe forms of trafficking in persons during the period of time that the Agreement is in effect;
- 2. Procure a commercial sex act that the period of time that the Agreement is in effect; or
- 3. Use forced labor in the performance of this Agreement or subawards under this Agreement.
- (B) The Commission may unilaterally terminate this award on behalf of the FAA as the Federal awarding agency, without penalty, if the Sponsor or a subrecipient that is a private entity:
- 1. Is determined to have violated a prohibition in Paragraph (31)(A) of this Agreement; or
- 2. Has an employee who is determined by the Commission and/or FAA official authorized to terminate the Agreement to have violated a prohibition in Paragraph (31)(A)1. of this Agreement through conduct that is either:
 - a. Associated with performance under this Agreement; or
- b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)", as implemented by the FAA at 2 CFR Part 1200.
- (C) The Sponsor must inform the Commission immediately of any information the Sponsor receives from any source alleging a violation of a prohibition in Paragraph (31)(A) during the time period of this Agreement.
- (D) The Commission's right to terminate unilaterally that is described in Paragraph (31)(A) above:
- 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)); and
- 2. Is in addition to all other remedies for noncompliance that are available to the Commission and/or the FAA under this Agreement.

REQUIRED FEDERAL PROVISIONS: The Sponsor shall incorporate all required federal contract provisions that apply to this Project in its contract documents.

EMPLOYEE PROTECTION FROM REPRISAL: (33)

(A) <u>Prohibition of Reprisals:</u>

- 1. In accordance with 41 U.S.C. § 4712, an employee of the Sponsor or a subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in subparagraph (A)2, information that the employee reasonably believes is evidence of:
 - Gross mismanagement of a Federal grant; a.
 - b. Gross waste of Federal funds:
 - An abuse of authority relating to implementation or use C.

of Federal funds:

d. A substantial and specific danger to public health or

safety; or

A violation of law, rule, or regulation related to a e.

Federal grant.

- 2. The persons and bodies to which a disclosure by an employee is covered are as follows:
- committee of Congress;
- a. A member of Congress or a representative of a
- b. An Inspector General;
 - C. The Government Accountability Office;
- d. A Federal office or employee responsible for oversight
- of a grant program;
- A court or grand jury; e.
- f. A management office of the Sponsor or subgrantee; or
- A Federal or State regulatory enforcement agency. g.
- (B) Submission of Complaint: A person who believes that they have

been subjected to a reprisal prohibited by Paragraph (33)(A) of this Agreement may submit a complaint regarding the reprisal to the Office of Inspector General for the USDOT.

- (C) <u>Time Limitation for Submittal of a Complaint</u>: A complaint may not be brought under this subsection more than three (3) years after the date on which the alleged reprisal took place.
- (D) Required Actions of the Inspector General: Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- (E) <u>Assumption of Rights to Civil Remedy</u>: Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
- (34) <u>BUY AMERICAN</u>: Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any permitted use for which funds are provided under this Agreement. The Sponsor will include a provision implementing Buy American in every contract and subcontract issued under this Agreement.
- (35) <u>LIMITATIONS</u>: Nothing provided herein shall be constructed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the Commission prior to the date of this Agreement.
- (36) <u>AIR AND WATER QUALITY</u>: The Sponsor is required to comply with all applicable air and water quality standards for all projects funded pursuant to this Agreement. If the Sponsor fails to comply with this requirement, the Commission may suspend, cancel, or terminate this Agreement.
- (37) <u>FACE COVERINGS POLICY</u>: The Sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the Sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.
- (38) <u>FINANCIAL REPORTING AND PAYMENT REQUIREMENTS</u>: The Commission and Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

- (39) <u>CRRSA ACT GRANT ASSURANCES</u>: CRRSA Act grant assurances are attached to this Agreement. The Sponsor shall comply with these assurances to accomplish the requirements of this Agreement. The CRRSA Act grant assurances are hereby provided to the Sponsor as Exhibit A and incorporated into and made part of this Agreement.
- (40) <u>EQUIPMENT OR VEHICLE REPLACEMENT</u>: The Sponsor agrees to treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
- (41) <u>EQUIPMENT ACQUISITION</u>: The Sponsor agrees that for any equipment acquired with funds provided by this Agreement, such equipment shall be used solely for purposes directly related to the Airport.
- (42) <u>LOW EMISSION SYSTEMS</u>: The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:
- (A) Will be maintained and used at the Airport for which they were purchased; and
- (B) Will not be transferred, relocated, or used at another Airport without the advance consent of the Commission on behalf of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenses, cost effectiveness, and emission reductions.

- (43) <u>UTILITIES PRORATION</u>: For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable costs of utilities incurred by the Sponsor to operate and maintain the Airport included in this Agreement must not exceed the percent attributable to the capital or operating costs of the Airport.
- (44) <u>UTILITY RELOCATION IN GRANT</u>: The Sponsor understands and agrees that:
- (A) The Commission will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the Commission that the Sponsor is legally responsible for payment of such costs;
- (B) CRRSA Act funding participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - (C) The utilities must serve a purpose directly related to the Airport.

IN WITNESS WHEREOF, the parties have entered into and accepted this Agreement on the last date written below.

Commission Counsel

Executed by the Sponsor t	his day of
Executed by the Commissi	on this day of ²⁰²¹⁻⁰⁸⁻¹⁶ 4:43 PM 2 0
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION Enc E. Schroder By Enc E. Schroder STROCTESDESSE499 Title Assistant Chief Engineer	CITY OF MOBERLY Brian Crane 9505F DE22232480 Title City Manager
Attest: Docusigned by: Popula Hola Signed Secretary to the Commission	Attest: Docusigned by: Shannon Hanu 1581CF3F08874DD Title City Clerk
Approved as to Form: Megan L. Waters-Hamllin	X.

CERTIFICATE OF SPONSOR'S ATTORNEY

I. Randall Thompson __, acting as attorney for the Sponsor, do hereby certify that in my opinion, the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement, and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the CRRSA Act. The Sponsor understands funding made available under this grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

SPONSOR: City of Moberly

Randall Thompson

Name of Sponsor's Attorney (typed)

Randall Thompson
Signature of Sponsor's Attorney

Date 2021-08-16 | 10:57 AM CDT

EXHIBIT A AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES

AIRPORT SPONSORS

A. General.

- 1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Relief and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law Number, Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- 2. Upon acceptance of this ACRGP State Block Grant subaward offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The Sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act 29 U.S.C. 201, et seq.
- d. Hatch Act 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- f. National Historic Preservation Act of 1966 Section 106 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 Section 102(a) 42 U.S.C. 4012a.
- I. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 42 U.S.C. 6101, et seq.

- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 42 U.S.C. 4151, et seq.
- s. Power plant and Industrial Fuel Use Act of 1978 Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act 40 U.S.C. 327, et seq.
- u. Copeland Anti-kickback Act 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 42 U.S.C. 4321, et seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 31 U.S.C. 7501, et seq. 2
- y. Drug-Free Workplace Act of 1988 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 Equal Employment Opportunity
- b. Executive Order 11990 Protection of Wetlands
- c. Executive Order 11998 Flood Plain Management
- d. Executive Order 12372 Intergovernmental Review of Federal Programs
- e. Executive Order 12699 Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 Environmental Justice
- g. Executive Order 14005 Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{3, 4}
- c. 2 CFR Part 1200 Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 Procedures for predetermination of wage rates. 1
- g. 29 CFR Part 3 Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. 1
- 29 CFR Part 5 Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- 41 CFR Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 New restrictions on lobbying.
- 49 CFR Part 21 Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

- I. 49 CFR Part 23 Participation by Disadvantaged Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- 49 CFR Part 27 Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 Seismic Safety.

FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.

- These laws do not apply to airport planning sponsors.
- These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

- 1. <u>Purpose Directly Related to the Airport.</u> It certifies that the reimbursement sought is for a purpose directly related to the Airport.
- 2. Responsibility and Authority of the Sponsor.
 - a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained

- therein; to act in connection with this application; and to provide such additional information as may be required.
- **3.** <u>Good Title.</u> It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the Airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the Airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.
- 5. Consistency with Local Plans. Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP application or State subaward as applicable) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the Airport.
- **6.** <u>Consideration of Local Interest.</u> It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.
- 7. <u>Consultation with Users.</u> In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the Airport at which project(s) is/are proposed.
- 8. Pavement Preventative Maintenance. With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the Airport, it assures or certifies that it has implemented an effective Airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the Airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on

pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.
- 10. Minimum Wage Rates. It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
- 11. Veteran's Preference. It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

a. The Airport and all facilities which are necessary to serve the aeronautical users of the Airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the Airport and all facilities thereon or connected therewith, with due

regard to climatic and flood conditions. Any proposal to temporarily close the Airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the Airport's aeronautical facilities whenever required;
- 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- 3) Promptly notifying airmen of any condition affecting aeronautical use of the Airport. Nothing contained herein shall be construed to require that the Airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.
- **13.** <u>Hazard Removal and Mitigation.</u> It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the Airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- 14. <u>Compatible Land Use.</u> It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.
- **15.** Exclusive Rights. The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if
 - a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
 - b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the Airport.

16. Airport Revenues.

a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP State Block Grant Agreement will only be expended for the capital or operating costs of the Airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the Airport(s) subject to this Agreement and all applicable addendums for costs related to operations, personnel, cleaning, sanitization,

janitorial services, combating the spread of pathogens at the Airport, and debt service payments as prescribed in the Act.

b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the Airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the Airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the Airport to other units of government and the amount of compensation received for provision of each such service and property.
- 18. Land for Federal Facilities. It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the Airport showing:
 - boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures(such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the Airport's property boundary. Such Airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the Airport layout plan. The sponsor will not make or permit any changes or alterations in the Airport or any of its facilities which are not in

- conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the Airport.
- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the Airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the Airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the Airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.
- 20. <u>Civil Rights.</u> It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.
 - a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
 - b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
 - c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the Airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language.

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

- e. Required Contract Provisions.
 - 1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
 - 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 - It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 - 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, subgrantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.
- 21. <u>Foreign Market Restrictions.</u> It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair

- and equitable market opportunities for products and suppliers of the United States in procurement and construction.
- **22.** <u>Policies, Standards and Specifications.</u> It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
- 23. <u>Access By Intercity Buses.</u> The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the Airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.
- 24. <u>Disadvantaged Business Enterprises</u>. The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this Agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).
- 25. Acquisition Thresholds. The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

#10.

City of Moberly City Council Agenda Summary

Agenda Number: Department:

Administration

Date: November 15, 2021

Agenda Item: A Resolution Authorizing Contracting With Cox McLain Environmental

Consulting, Inc. For Preparation Of A Historic Preservation Plan Update.

Summary: After receiving and executing an agreement with MO DNR SHPO for a

historic preservation plan update grant, the city sought RFP's for a consultant to assist the city drafting the plan. The city received two responses from the

to assist the city drafting the plan. The city received two responses from the from the 44 approved historians on the states list. David Taylor and Cox/McLain were received and scored by a 3person scoring team. After tabulating the scores, the team met and recommended awarding the bid to Cox/McLain. The city forwarded this to SHPO for review. The attached agreement with Cox/McLain has been reviewed by state, city and consultant and they are in agreement with moving this relationship forward for the project. The cost for this project (\$28,921) will primarily from the SHPO Grant program (\$18,000) and the remaining local match (\$12,000) will be

from the budgeted HPC 2021-2022 City Budget

Recommended Action: Approve this resolution

Fund Name: General Fund

Account Number: 100.016.5406

Available Budget \$:

Memo Council Minutes Mayor Staff Report Proposed Ordinance MSJeffrey Correspondence x Proposed Resolution Bid Tabulation Attorney's Report Council Member P/C Recommendation Petition MSBrubaker P/C Minutes Contract MSKimmons Application Budget Amendment MSDavis Citizen Legal Notice MSKyser	ATTACHMENTS:		Roll Call	Aye	Nay
P/C Recommendation Petition MSBrubaker	Staff Report Correspondence	Proposed Ordinance x Proposed Resolution	M SJeffrey		
Consultant ReportOther Passed Failed	P/C Recommendation P/C Minutes Application	Petition Contract Budget Amendment	M S Brubaker M S Kimmons M S Davis	Passed	Failed

BILL NO	RESOLUTION NO
A RESOLUTION AUTHORIZING CONTENT ENVIRONMENTAL CONSULTING, INC. PRESERVATION PLAN UPDATE.	
	this council, by Resolution, accepted a grant from s for preparation of a historic preservation plan;
WHEREAS , Requests for Proposals ('from the state approved list of historians; and	"RFP") for preparation of the plan were requested
· · · · · · · · · · · · · · · · · · ·	by city staff and the RFP of Cox McLain attached hereto) was determined to be the lowest
WHEREAS, city staff recommends ac \$28,921.00.	eceptance of the McLain proposal at a cost of
NOW, THEREFORE , the Moberly, Mof McLain and authorizes the City Manager to preservation plan.	Missouri, City Council hereby accepts the proposal o contract with McLain to prepare a historic
RESOLVED this 15th day of Novemb Missouri.	per, 2021, by the Council of the City of Moberly,
	Presiding Officer at Meeting
ATTEST:	
Shannon Hance, City Clerk	

#10.

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is by and between COX|McLAIN ENVIRONMENTAL CONSULTING, INC. hereinafter referred to as "CONSULTANT" and THE CITY OF MOBERLY, MISSOURI, hereinafter referred to as "CLIENT." CLIENT wishes to retain the CONSULTANT to provide professional services for CLIENT for the project entitled "Moberly Historic Preservation Plan," and the CONSULTANT is willing to undertake the performance of such work in accordance with the terms and conditions hereinafter set forth:

SCOPE OF WORK. CLIENT hereby contracts with the CONSULTANT to perform the following described services, hereinafter

collectively referred to as the Services:

See Attachment A (Scope of Services)
SCHEDULE . It is agreed that time is of the essence with performance in accordance with the following schedule as part of the
bargain:
CONSULTANT and CLIENT will endeavor to reach a mutually agreeable schedule, which will be documented in a schedule
developed following notice to proceed. All work will be completed by July 31, 2022.
COMPENSATION . CONSULTANT shall be paid for all services rendered on the following basis:
Payment of \$28,921 shall be made to CONSULTANT on a percent-complete basis, billed monthly to the CLIENT.
TERMS AND CONDITIONS. THE TERMS AND CONDITIONS, AS PRINTED ON THE REVERSE SIDE HEREOF, SHALL
APPLY TO ALL PAYMENTS AND SERVICES UNDERTAKEN PURSUANT TO THIS AGREEMENT, UNLESS OTHERWISE
SPECIFICALLY AGREED IN WRITING.
SI ECITICALLI AGREED IN WRITING.
SPECIAL PROVISIONS. The CLIENT and CONSULTANT mutually agree that this Agreement shall be subject to the following
Special provisions which, together with the Terms and Conditions hereof and the exhibits hereto, represent the entire Agreement
between the CONSULTANT and CLIENT.
The Consultant agrees to all the applicable terms and conditions in the attached grant agreement.

CONSULTANT: COX McLAIN ENVIRONMENTAL CONSULTING, INC.	CLIENT: CITY OF MOBERLY
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement.

TERMS AND CONDITIONS

- STANDARD OF CARE. CONSULTANT shall perform Services in accordance with the standards of professional practice ordinarily
 exercised at the time and within the locality where Services are performed. The Services shall be carried out in a diligent and workmanlike
 manner utilizing qualified personnel and good and sufficient materials and equipment.
- 2. **INSURANCE**. It is understood that, in accepting this Agreement, CONSULTANT agrees to carry and to furnish certificates from insurance carrier(s) indicating the following coverages and limits:
 - a. Worker's Compensation The CONSULTANT shall take out and maintain workmen's compensation insurance covering all employees of the CONSULTANT who shall perform any of the obligations of the Subconsultant hereunder, whether or not such insurance is required by the laws of the State governing the employment of any such employees. If any employee is not subject to the workmen's compensation laws of such State such insurance shall extend to such employee voluntary coverage to the same extent as though such employee were subject to such laws. The policy of insurance shall be in such form and issued by such insurer as shall be satisfactory to the CLIENT.
 - b. Commercial General Liability with at least \$500,000 per occurrence
 - c. Commercial Automobile Liability with at least \$200,000 per person and \$500,000 each occurrence
 - d. Professional Liability Insurance (E&O)-with at least \$1 million per occurrence.
 - CONSULTANT shall cause CLIENT and when requested, CLIENT's client, to be named as an additional insured (with respect to the services to be performed under this Agreement) on the CONSULTANT's liability insurance policies.
- 3. **PAYMENT.** CONSULTANT shall submit a standard monthly invoice describing the Services performed during the preceding month.
- 4. <u>CANCELLATION</u>. CLIENT may terminate this Agreement at any time with or without cause, in which event it shall pay the CONSULTANT for such portion of the Services completed and for materials which may have been provided, up to the date of termination.

This Contract may be terminated for cause based upon failure of CONSULTANT to comply with the terms and/or conditions of the Contract provided that the CLIENT shall give CONSULTANT written notice specifying CONSULTANT's failure. If within thirty (30) days after receipt of such notice, CONSULTANT shall not have either corrected such failure or, in the case the failure cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the CLIENT may, at its option, place CONSULTANT in default and the Contract shall terminate on the date specified in the notice.

If no termination is implemented, relationships and obligations created by this Agreement shall terminate upon completion of all applicable requirements of this Agreement.

- 5. **PERFORMANCE.** CONSULTANT shall perform the Services as an independent contractor and not as CLIENT's agent or employee. CONSULTANT shall be solely responsible for the compensation, benefits, contributions, and taxes, if any, of its employees and agents.
- 6. **INDEMNITY.** CONSULTANT agrees to indemnify, protect and hold harmless CLIENT from and against all liabilities, claims or demands of every kind for injuries, including death, or damages to any person or property related in any way to the negligence or willful misconduct of the CONSULTANT in performance of this agreement, except to the extent such liabilities, claims or demands are caused by the negligence or willful misconduct of CLIENT. Neither the CLIENT nor the CONSULTANT shall hold the other responsible for damages or delay in performance caused by acts of God, accidents, or other events beyond the control of the other or the other's employees and agents.
- 7. <u>CONDUCT OF THE CONSULTANT</u>. The CONSULTANT shall be subject to and operate in compliance with all Federal, State and local laws and regulations including those laws regarding employers' liability, worker's compensation, Federal social security, and unemployment compensation insurance.
- 8. **HEALTH AND SAFETY**. CONSULTANT shall comply with all statutes, laws, ordinances, or other site-specific rules regarding the health and safety aspects of the Services he is to perform under this Agreement. When requested by CLIENT, CONSULTANT shall designate and promptly notify CLIENT of the name of the CONSULTANT's site health and safety officer.
- <u>CONFIDENTIALITY</u>. CONSULTANT shall not directly or indirectly disclose to any third person or use for its benefit any secret, confidential or proprietary information of the Ultimate Client or CLIENT, nor shall it publish any information concerning the work or the services rendered without the prior written consent of CLIENT.
- 10. **AGREEMENT**. This Agreement represents the entire agreement of the parties and may be modified only in a writing signed by both parties. If there is any inconsistency or conflict in any of the terms and conditions between this Agreement and CONSULTANT's acknowledgment or acceptance invoice, the terms of this Agreement shall govern and control.
- 11. **GOVERNING LAW/ARBITRATION.** This Agreement shall be deemed to have been made in the place of performance of the Services and shall be governed by, and construed in accordance with, the laws of that state. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association in Travis County, Texas, under its Commercial Real Estate Arbitration Rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



MISSOURI DEPARTMENT OF NATURAL RESOURCES

FINANCIAL ASSISTANCE AGREEMENT
Assistance as described herein is hereby offered and accepted effective upon signature of authorized officials for the dates indicated in Budget Period and Project Period below.

RECIPIENT II	NFORM A	OITA	N													
RECIPIENT NAME RECIPIENT TELEPHONE NUMBER WITHAREA CODE (660) 269 - 7662																
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ATTACHMENT A: SCOPE, PURPOSE AND DESCRIPTION OF GRANT ACTIVITIES

City of Moberly, Missouri Historic Preservation Plan Project No. 29-21-10029-013

Starting Date: Sept. 1, 2021 Ending Date: August 31, 2022

I. SCOPE AND PURPOSE:

The City of Moberly will hire a 36 CFR 61, Appendix A, qualified historian or architectural historian (herein referred to as "consultant") to develop a Historic Preservation Plan for the City of Moberly.

II. ACTIVITIES AND FUNCTIONS:

A. Consultant Selection Process

The City of Moberly shall contract with a 36 CFR Part 61, Appendix A, qualified preservation professional (herein referred to as Consultant) to assist city staff and the Historic Preservation Commission in creating a Preservation Plan. The sub-recipient shall require the language of the certification and terms applicable to financial assistance awards to be included in sub-award document at all tiers, and sub-recipients shall certify and disclose accordingly, pursuant to 2 CFR 200.331.

The Request for Proposals (RFP) shall include a copy of Attachment A: Scope, Purpose and Description of Grant Activities and the Milestone Schedule from the Grant Agreement with financial information removed. All contractual deadlines established with the Consultant shall not conflict with milestone deadlines set in the grant agreement. City staff will serve as the primary point of contact for this project and will be expected to ensure milestones are submitted to the HPF Grant Manager or their designee on a timely basis. A draft RFP will be sent to the HPF Grant Manager or their designee for approval **prior to initiating the bid process**. Documentation of the Consultant selection process and a draft of the contract shall be submitted to the HPF Grant Manager or their designee for approval **before it is signed**.

The hired Consultant acting on behalf of the city shall create a Preservation Plan for Moberly. The Preservation Plan shall identify, through a public forum, the preservation goals of the city. The preservation plan shall be clear and concise. It shall be user-friendly for the commission, staff, and the public, and produced in such a way that it can be easily accessed and shared with the public.

The process and final product shall include but is not be limited to:

- 1. A minimum of one initial consultation meeting between city staff, the Historic Preservation Commission and the Consultant to discuss any existing preservation planning documents, the process envisioned by the city, and what the city and Commission's expectations are for the final plan.
- 2. A minimum of three public meetings or community workshops to solicit citizen input. A minimum of one planning meeting shall be at the start of the process to identify and prioritize historic preservation issues in the place to shape and respond to draft goals at the end of the process shall be held to present the plan.

- 3. Research and create a preservation plan that includes but is not limited to the following information:
 - a. an introduction that explains the purpose of the plan and a brief history of Moberly, including an overview of the preservation efforts that have taken place in the city's history and the benefits of historic preservation in Moberly;
 - b. review and provide recommendations about existing historic preservation ordinances;
 - c. a clear and concise articulation of the City's long-range vision for historic preservation in Moberly;
 - d. the goals, objectives, and implementation strategies for historic preservation;
 - e. a section that identifies areas that have already been surveyed and prioritizes areas for future research and survey;
 - f. a map showing the geographic area and contributing status of historic properties within the city limits including those that are National Register of Historic Places listed properties and any locally designated Landmarks and Historic Districts;
 - g. Appendix referencing relevant terms and definitions, ordinances or other legislation, policy, and survey information as appropriate.
- 4. The city shall post notices of public meetings on their website and at City Hall and provide opportunities for citizen comment on the preservation plan.
- 5. Submit at least two drafts of the Preservation Plan to the HPF Grant Manager or their designee for review and approval as outlined in the Milestone/Payment Schedule;
- 6. Submit the completed preservation plan to the HPF Grant Manager or their designee in both hard and electronic copy. The City shall also make the final Preservation Plan available to the public for download from the City of Moberly website.

B. Grant products will include:

- 1. A draft Request for Proposal (RFP) to hire the consultant who will develop the preservation plan. Submitted prior to the initiation of the bid process.
- 2. Email documentation of the consultant selection process and a draft of the consultant contract prior to signature. This documentation includes:
 - a. Indication of who the RFP was sent to and when
 - b. Copies of all responses received (proposals, resumes, and responses of no bid)
 - c. Score sheets/an explanation for why the selected consultant was chosen
 - d. The unsigned draft consultant contract noted above
- 3. Submit a copy of the signed **consultant contract**.
- 4. Copies of all notices of public meeting, meeting or workshop minutes/notes and sign-in sheets.
- 5. An e-mail including the URL for the preservation plan once it has been posted on the City's website.

C. Public Meetings

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interested public about the goals and scope of the preservation plan. The documentation required for the public meeting will include a copy of the public meeting notice, the agenda, and the sign-in sheet or record of attendance.

III. SPECIAL CONDITIONS:

- A. The procedures and requirements contained herein are subject to applicable laws and regulations, and any changes made to these laws and regulations, subsequent to the execution of this agreement. In the event that these procedures and requirements conflict with applicable federal laws, regulations and policies, the following order of precedence will prevail:
 - 1. Federal law
 - 2. Code of Federal Regulations
 - 3. Terms and conditions of grant award
 - 4. Historic Preservation Fund Grant Manual

The provisions included herein shall also be applied by the State to subgrantees and contractors performing work under this program.

- B. It is agreed that if the project should fall one (1) month behind the milestones, the Missouri Department of Natural Resources has the right unilaterally to terminate or reduce the dollar amount of this agreement. In addition, if the Department determines that full termination is warranted, the Department shall be sole authority in determining the amount of compensation owed.
- C. All work related to this project will either be supervised or completed by personnel who meet 36 CFR 61, Appendix A, professional qualifications.
- D. The Moberly Historic Preservation Commission will have an opportunity to review and comment on milestone products before they are submitted to the HPF Grant Manager or their designee if they so choose. Any Commission comments will be submitted with the corresponding milestone to the HPF Grant Manager or their designee.
- E. All grant project funded publications, books, brochures and all public meeting notices regarding this grant project shall include the following acknowledgement:

This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior, of the U.S. Government and Missouri Department of Natural Resources, State Historic Preservation Office. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior or the Department of Natural Resources, State Historic Preservation Office, nor does the mention of trade names or commercial products constitute endorsement or recommendation.

[This acknowledgement may be in any size type on the notice]

Project work will be completed and payments made according to the milestone/payment schedule and project budget that follows.

MILESTONE/PAYMENT SCHEDULE

City of Moberly, Missouri Historic Preservation Plan Project No. 29-21-10029-013

Starting Date: Sept. 1, 2021 Ending Date: August 31, 2022

	140. 140. 140. 140. 140. 140. 140. 140.	Date Due	Federal	Non-Federal		
Milestone	Product	,	Share	Share		
#1	Submit a draft RFP to the HPF Grant Manager or their designee before the bid process is initiated.	10/1/2021	\$ 0	\$ 0		
#2	Submit documentation of the consultant selection process and a draft of the consultant contract prior to signature submitted to the HPF Grant Manager or their designee for review and approval.	11/15/2021	\$ 0	\$ 0		
#3	Submit a copy of signed consultant contract to the HPF Grant Manager or their designee.	11/25/2021	\$ 0	\$ 0		
#4	Submit the agenda, minutes, and sign-in sheets from the first meeting between the City, Historic Preservation Commission, and consultant to the HPF Grant Manager or their designee.	12/10/2021	\$ 0	\$ 0		
#5	Submit to HPF Grant Manager or their designee sign-in sheet and minutes from first public meeting.	01/31/2022	\$ 0	\$ 0		
#6	Submit to HPF Grant Manager or their designee the first draft of preservation plan for review and approval.	03/15/2022	\$ 0	\$ 0		
#7	Submit to HPF Grant Manager or their designee the sign-in sheet and minutes from second public meeting.	05/15/2022	Estimated 50% of expenses	Estimated 50% of expenses		
#8	Submit second draft (100%) of Preservation Plan to the HPF Grant Manager or their designee for review and approval, complete with all text, photography and graphic design. Submit sign-in sheet and minutes from third public meeting.	06/15/2022	\$ 0	\$ 0		
#9	Submit URL for City's website where the final completed preservation plan is posted to HPF Grant Manager or their designee.	07/31/2022	\$ 0	\$ 0		
#10	Submission of final project report and fiscal data.	08/30/2022	Estimated remaining expenses	Estimated remaining expenses		
	TOTALS:		\$18,000.00	\$12,000.00		

BUDGET

City of Moberly, Missouri Historic Preservation Plan Project No. 29-21-10029-013

Starting Date: Sept. 1, 2021 Ending Date: August 31, 2022

Total	\$18,000.00	\$ 12,000.00	\$ 30,000.00
Contractor	\$ 18,000.00	\$ 12,000.00	\$ 30,000.00
Cost Category	Federal Share	Non-Federal Cash	Total Cost

Revised: 12/01/2015

MISSOURI DEPARTMENT OF NATURAL RESOURCES Federal Financial Assistance Agreements General Terms and Conditions

These general terms and conditions highlight requirements which are especially pertinent to federal assistance agreements made by the Missouri Department of Natural Resources (MDNR). These general terms and conditions do not set out all of the provisions of the applicable laws and regulations, nor do they represent an exhaustive list of all requirements applicable to this award. These terms and conditions are emphasized here because they are frequently invoked and their violation is of serious concern.

In addition to these terms and conditions, the recipient must comply with all governing requirements of their financial assistance agreement, including the Title 2 Grants and Agreements, Chapter II Part 200 of the Code of Federal Regulation, under the title "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." The regulations can be found at http://www.ecfr.gov/cgi-bin/text-idx?SID=da74e925e27b89e7f8625019850377cf&tpl=/ecfrbrowse/Title02/2tab_02.tpl.

I. Administrative Requirements

- A. Method of Payment. The recipient will be reimbursed by the MDNR for all allowable expenses incurred in performing the scope of services. The recipient shall report project expenses and submit to the MDNR original payment requests as required by division/program per the financial assistance agreement. The form must be completed with the MDNR payment request amount and local share detailed, if applicable. Payment requests must provide a breakdown of project expenses by the budget categories contained in the financial assistance agreement budget. Payment requests must be received by the MDNR per the financial assistance agreement. No reimbursement will be made for expenditures prior to award unless approval for preaward costs has been granted. No reimbursements will be made for expenditures incurred after the closing budget date unless a budget time period extension has been granted by the MDNR prior to the closing budget date.
 - 1. Payments under non-construction grants will be based on the grant sharing ratio as applied to the total agreed project cost for each invoice submitted unless the financial assistance agreement specifically provides for advance payments. Advance payments may only be made upon a showing of good cause or special circumstances, as determined by the MDNR and must be as close as is administratively feasible to the actual disbursement. Advance payments will only be made to cover estimated expenditures as agreed. The MDNR will not advance more than 25% of the total amount of the grant unless the recipient demonstrates good cause.

#10.

Revised: 12/01/2015

2. All payment requests must have the following certification by the authorized recipient official: By signing this report, I certify to the best of my knowledge and belief the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the financial assistance agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

B. Retention and Custodial Requirements for Records. The recipient shall retain financial records, supporting documents, statistical records and all other records pertinent to the financial assistance agreement for a period of five years starting from the date of submission of the final payment request. Authorized representatives of federal awarding agencies, the Federal Inspectors General, the Comptroller General of the United States, the State Auditor's Office, the MDNR or any of their designees shall have access to any pertinent books, documents, and records of recipient in order to conduct audits or examinations. The recipient agrees to allow monitoring and auditing by the MDNR and/or authorized representative. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five year period, the recipient shall retain records until all litigations, claims or audit findings involving the records have been resolved and final action taken.

C. Program Income.

- 1. The recipient is encouraged to earn income to defray program costs. Program income means gross income earned that is directly generated by a supported activity or earned as a result of the financial assistance agreement during the period of performance. Program income includes but is not limited to income from: fees for services performed, the use or rental of real or personal property acquired with financial assistance funds, the sale of commodities or items fabricated under the financial assistance agreement, license fees and royalties on patents and copyrights and payments of principal and interest on loans made with financial assistance funds. Program income does not include items such as rebates, credits, discounts, or refunds and interest earned.
- 2. Program income shall be deducted from total outlays to determine net allowable costs. With approval of the federal awarding agency, program income may be added to the federal award or used to meet cost sharing or matching requirements. The default deductive alternative requires that program income be deducted from total allowable costs to determine the net allowable amount to which the respective matching ratios are applied.

Revised: 12/01/2015

For example, 50/50 share ratio agreement with total allowable costs of \$10,000 that earns \$1,000 in program income would result in \$4,500 net share and a \$4.500 net financial assistance share.

- D. Match or Cost Share Funding. In general, match or cost sharing represents that portion of project costs not borne by state appropriations. The matching share will usually be prescribed as a minimum percentage. In-kind (noncash) contributions are allowable project costs when they directly benefit and are necessary and reasonable for the accomplishment of the project or program objectives. Any in-kind match must be assigned a fair market value consistent with those paid for similar work in the labor market and be documented and verifiable. Neither costs nor the values of third party in-kind contributions count towards satisfying a cost sharing or matching requirement of a grant agreement if they have been or will be counted towards satisfying a cost sharing or matching requirement of another federal financial assistance agreement, a federal procurement contract, or any other award of federal funds. Federal funds from another federal grant or financial assistance agreement shall not count towards satisfying a cost sharing or matching requirement of a grant agreement.
 - 1. Match or cost share funding will be established by the MDNR through negotiation with the recipient. Signature by both the MDNR and recipient on the financial assistance agreement form firmly affixes the match or cost sharing ratios. Full expenditure of recipient match or cost share funding is required over the life of the financial assistance agreement. Recipient must submit payment requests to the MDNR, as required by the financial assistance agreement, and provide financial records for total expenditure of state and match or cost share funding. The MDNR will reimburse the recipient for its percentage portion agreed to less any negotiated withholding.
 - 2. Failure to provide 100% of the match or cost share ratio of total expenditures as identified in the financial assistance agreement may cause the recipient to become ineligible to receive additional financial assistance from the MDNR. Failure to provide the required match may result in other enforcement remedies as stated in Y. for noncompliance.
- E. **Financial Management Systems**. The financial management systems of the recipient must meet the following standards:
 - 1. Financial Reporting. Accurate, current, and complete disclosure of financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the financial assistance agreement;

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Revised: 12/01/2015

- 2. Accounting Records. Maintain records which adequately identify the source and application of funds provided for financially assisted activities to include the CFDA title and number, Federal Award Identification Number (FAIN) and year, name of the federal agency and pass-thru entity. These records must contain information pertaining to financial assistance awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income;
- 3. Internal Control. Effective written internal controls and accountability must be maintained for all recipient cash, real and personal property, and other assets. The recipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes. These internal controls should be in compliance with guidance in the "Standards for Internal Control in the Federal Government" and the "Internal Control Integrated Framework";
- 4. Budget Control. Actual expenditures or outlays must be compared with budgeted amounts for each financial assistance agreement;
- 5. Allowable Costs. OMB cost principles, applicable federal agency program regulations, and the financial assistance agreement scope of work will be followed in determining the reasonableness, allowability and allocability of costs;
- 6. Source Documentation. Records must adequately identify the source and application of funds for federally funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation. The documentation must be made available by the recipient at the MDNR's request or any of the following: authorized representatives of the federal awarding agency, the Federal Inspector General, the Comptroller General of the United States, State Auditor's Office or any of their designees;
- 7. The recipient shall have written procedures in place to minimize the time lapsed between money disbursed by the MDNR and spent by the recipient.
- F. Reporting of Program Performance. The recipient shall submit to the MDNR a performance report for each program, function, or activity as specified by the financial assistance agreement or at least annually and/or after completion of the project. Performance report requirements, if not expressly stated in the scope of work, should include, at a minimum, a comparison of actual accomplishments to the goals established, reasons why goals were not met, including analysis and explanation of cost overruns or higher unit cost when appropriate, and other pertinent information. Representatives of the MDNR, the federal awarding agency, the Federal Inspector

Revised: 12/01/2015

General, the Comptroller General of the United States, State Auditor's Office or any of their designees shall have the right to visit the project site(s) during reasonable hours for the duration of the contract period and for five years thereafter.

- G. **Budget and Scope of Work Revisions**. The recipient is permitted to rebudget within the approved direct cost budget to meet unanticipated requirements. The following is a non-exclusive listing of when a recipient must request approval in writing to revise budgets and scopes of work under the following conditions:
 - 1. For non-construction grants, the recipient shall obtain the prior approval of the MDNR, unless waived by the MDNR, for cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions or activities when the accumulative amounts of such transfers exceed or are expected to exceed 10% of the current total approved budget whenever the MDNR's share exceeds the simplified acquisition amount threshold.
 - 2. For construction and non-construction projects, the recipient shall obtain prior written approval from the MDNR for any budget revision which would result in the need for additional funds.
 - 3. For combined non-construction and construction projects, the recipient must obtain prior written approval from the MDNR before making any fund or budget transfer from the non-construction to construction or vice versa.
 - 4. A recipient under non-construction projects must obtain prior written approval from the MDNR whenever contracting out, subgranting, or otherwise obtaining a third party to perform activities which are central to the purpose of the award.
 - 5. Changes to the scope of services, including changes to key personnel described in the financial assistance agreement, must receive prior approval from the MDNR. Approved changes in the scope of work or budget shall be incorporated by written amendment to the financial assistance agreement.
 - 6. The disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.
 - 7. Changes in the amount of approved cost-sharing or matching provided by the recipient. No other prior approval requirements for specific items may be imposed unless a deviation has been approved.

#10.

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- 8. Initiate a one-time extension of the period of performance by up to 12 months unless one or more of the conditions outlined below apply. For one-time extensions, the recipient must notify the MDNR in writing with the supporting reasons and revised period of performance at least 90 calendar days before the end of the period of performance specified in the financial assistance agreement. This one-time extension may not be exercised merely for the purpose of using unobligated balances. Extensions require explicit prior approval from MDNR when:
 - a. The terms and conditions of the financial assistance agreement prohibit the extension.
 - b. The extension requires additional funds.
 - c. The extension involves any change in the approved objectives or scope of the project.
 - d. Carry forward unobligated balances to subsequent period of performance.
- 9. Extending the agreement past the original completion date requires approval of the MDNR.
- H. **Equipment Use**. The recipient agrees that any equipment purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of this agreement. The recipient may not use equipment purchased pursuant to this agreement for any other purpose without approval from the MDNR. The equipment shall not be moved from the State of Missouri without approval from the MDNR. State agencies shall follow the Code of State Regulations. The following standards shall govern the utilization and disposition of equipment acquired with financial assistance funds:
 - 1. Title to equipment acquired under this financial assistance agreement will vest with the recipient on acquisition. Equipment means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost \$5,000 and greater.
 - a. Equipment shall be used by the recipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by MDNR funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by the MDNR or the federal agency. If the MDNR puts the recipient on notice that it believes assistance assets are not

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being used for the intended purpose, the recipient shall not sell, give away, move or abandon the assets without the MDNR's prior written approval.

- b. The recipient shall also make equipment available for use on other projects or programs currently or previously supported by the MDNR, providing such use will not interfere with the work on the projects or program for which it was originally acquired. User fees should be considered if appropriate.
- c. The recipient must not use equipment acquired with funding from this financial assistance agreement to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by state or federal law. This fee may be considered program income under Section C, Program Income.
- d. When acquiring replacement equipment, the recipient may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the MDNR.
- 2. Equipment Management. The recipient's procedures for managing equipment, whether acquired in whole or in part with financial assistance funds, will, at a minimum, meet the following requirements until disposition takes place:
 - a. The recipient must maintain property records that include a description of the equipment, a serial number or other identification number, the source of funding, the acquisition date, cost of the property, percentage of federal or state participation in the cost of the property, the location, use and condition of the property and disposition information including the date of the disposal and sale price of the property.
 - b. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 - c. A control system must be developed to ensure adequate safeguards to prevent against loss, damage, or theft of the property. Any loss, damage, or theft shall be reported to and investigated by local authorities. The recipient shall procure and maintain insurance covering loss or damage to equipment purchased with a financial assistance agreement, with financially sound and reputable insurance companies or through self-insurance. Amounts and

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coverage of such risks should be that which are usually carried by companies engaged in the same or similar business and similarly situated.

- d. The recipient must develop adequate maintenance procedures to keep the property in good condition.
- e. If the recipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- 3. Disposition. When original or replacement equipment acquired under the financial assistance agreement is no longer needed for the original project or program or for other activities currently or previously supported by the MDNR, the recipient shall dispose of the equipment as follows:
 - a. Items of equipment with a current per-unit fair market value \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the MDNR.
 - b. For items of equipment with a current per unit fair market value of more than \$5,000, the MDNR shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the MDNR's share of the equipment. Disposition instructions must be requested from the MDNR when equipment is no longer needed.
 - c. In cases where a recipient fails to take appropriate disposition actions, the MDNR may direct the recipient how to dispose of the equipment.
 - d. If the MDNR puts the recipient on notice that it believes assistance assets are not being used for the intended purpose, the recipient shall not sell, give away, move or abandon the asset without MDNR's written approval.
- I. **Supplies**. The recipient agrees that all supplies purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of this agreement. Title to supplies acquired under a financial assistance agreement will vest, upon acquisitions, with the recipient. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of the award, and if the supplies are not needed for any other federally sponsored programs or projects, the recipient shall compensate the department for its share. The recipient must not use supplies acquired with funding from this financial assistance agreement to provide services for a fee to compete unfairly with private

companies that provide equivalent services, unless specifically permitted or contemplated by state or federal law. This fee may be considered program income under Section C, Program Income.

- J. Inventions and Patents. If any recipient produces subject matter, which is or may be patentable in the course of work sponsored by this financial assistance agreement, the recipient shall promptly and fully disclose such subject matter in writing to the MDNR. In the event that the recipient fails or declines to file Letters of Patent or to recognize patentable subject matter, the MDNR reserves the right to file the same. The MDNR grants to the recipient the opportunity to acquire an exclusive license, including the right to sublicense, with a royalty consideration paid to the MDNR. Payment of royalties by recipient to the MDNR will be addressed in a separate royalty agreement.
- K. Copyrights. Except as otherwise provided in the terms and conditions of this financial assistance agreement, the author or the recipient is free to copyright any books, publications, or other copyrightable material developed in the course of this agreement. However, the MDNR and federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, with the approval of MDNR, the work for government purposes.
- L. **Prior Approval for Publications**. The recipient shall submit to the MDNR two draft copies of each publication and other printed materials which are intended for distribution and are financed, wholly or in part, by financial assistance funds. The recipient shall not print or distribute any publication until receiving written approval by the MDNR.
- M. Mandatory Disclosures. The recipient agrees that all statements, press releases, requests for proposals, bid solicitations, and other documents describing the program/project for which funds are now being awarded will include a statement of the percentage of the total cost of the program/project which is financed with federal and state money, and the dollar amount of federal and state funds for the program/project.
- N. **Procurement Standards**. The recipient shall use their own documented procurement procedures that reflect applicable state and local laws and regulations provided that procurement conforms to standards set forth in the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."
 - 1. No work or services paid for wholly or in part with state or federal funds, will be contracted without the written consent of the MDNR.

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2. The recipient agrees that any contract, interagency agreement, or equipment to be procured under this award which was not included in the approved work plan must receive formal MDNR approval prior to expenditure of funds associated with that contract, interagency agreement, or equipment purchase.

- O. Audit Requirements. The MDNR and the State Auditor's Office have the right to conduct audits of recipients at any time. The recipient shall arrange for independent audits as prescribed in "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Subpart F", as applicable. Audits must confirm that records accurately reflect the operations of the recipient; the internal control structure provides reasonable assurance that assets are safeguarded, and recipient is in compliance with applicable laws and regulations. When the recipient has its yearly audit conducted by a governmental agency or private auditing firm, the relevant portion(s) of the audit report will be submitted to the MDNR. Other portions of the audit shall be made available at the MDNR's request.
- P. Freedom of Information Act. In response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the MDNR must request, and the recipient must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the MDNR obtains the research data solely in response to a FOIA request, the MDNR may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the MDNR and the recipient. This fee is in addition to any fees the Federal awarding agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).
- Q. Conflicts of Interest. The recipients must have written standards and policies covering conflicts of interest. No party to this financial assistance agreement, nor any officer, agent, or employee of either party to this assistance agreement, shall participate in any decision related to such assistance agreement which could result in a real or apparent conflict of interest, including any decision which would affect their personal or pecuniary interest, directly or indirectly. The recipient is advised that, consistent with Chapter 105, RSMo, no state employee shall perform any service for consideration paid by the recipient for one year after termination of the employee's state employment by which the former state employee attempts to influence a decision of a state agency. A state employee who leaves state employment is permanently banned from performing any service for any consideration in relation to any case, decision, proceeding, or application in which the employee personally participated during state employment.
- R. **State Appropriated Funding**. The recipient agrees that funds expended for the purposes of this financial assistance agreement must be appropriated and made available by the Missouri General Assembly for each fiscal year included within the

financial assistance agreement period, as well as being awarded by the federal or state agency supporting the project. Therefore, the financial assistance agreement shall automatically terminate without penalty or termination costs if such funds are not appropriated and/or granted. In the event that funds are not appropriated and/or granted for the financial assistance agreement, the recipient shall not prohibit or otherwise limit the MDNR's right to pursue alternate solutions and remedies as deemed necessary for the conduct of state government affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the financial assistance agreement.

- S. Eligibility, Debarment and Suspension (SubPart C). By applying for this financial assistance agreement, the recipient verifies that it, its board of directors, and all of its principals are currently in compliance with all state and federal environmental laws and court orders issued pursuant to those laws, and that all environmental violations have been resolved (for example, no pending or unresolved Notice of Violation (NOV)) at the time of application. If compliance issues exist, the recipient shall disclose to the MDNR all pending or unresolved violations noted in a NOV, administrative order, or civil and criminal lawsuit, but only where those alleged violations occurred in the State of Missouri. If a NOV occurs during the financial assistance period, the recipient must notify the MDNR immediately. The MDNR will not make any award or payment at any time to any party which is debarred or suspended, under federal or state authority, or is otherwise excluded from or ineligible for participation in federal assistance under Executive Order 12549, "Debarment and Suspension." The recipient may access the Excluded Parties List at www.sam.gov.
- T. **Restrictions on Lobbying**. No portion of this agreement may be expended by the recipient to pay any person for influencing or attempting to influence the executive or legislative branch with respect to the following actions: awarding of a contract; making of an assistance agreement; making of a loan; entering into a cooperative agreement; or the extension, continuation, renewal, amendment or modification of any of these as prohibited by Section 319, Public Law 101-121 (31 U.S.C. 1352).

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

U. **Recycled Paper.** Consistent with Federal Executive Order 13423 and EPA Executive Order 1000.25, the recipient shall use recycled paper consisting of at least 30% post-consumer fiber and double sided printing for all reports which are prepared as a part of this assistance agreement and delivered to the MDNR. The recipient must use recycled paper for any materials that it produces and makes available to any parties. The chasing arrows symbol representing the recycled content of the paper will be clearly displayed on at least one page of any materials provided to any parties.

Revised: 12/01/2015

V. Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms. In accordance with Missouri Executive Order No. 15-06 and federal administrative provisions, all recipients shall make every feasible effort to target the percentage of goods and services procured from certified minority business enterprises (MBE) and women business enterprises (WBE) to 10% and 10%, respectively, when utilizing financial assistance funds to purchase supplies, equipment, construction and services related to this financial assistance agreement.

- 1. The recipient agrees to take all necessary affirmative steps required to assure that small and minority firms and women's business enterprises are used when possible as sources when procuring supplies, equipment, construction and services related to the financial assistance agreement. The recipient agrees to include information about these requirements in solicitation documents. Affirmative steps shall include:
 - a. Placing qualified small and minority business and women's business enterprises on solicitation lists;
 - b. Ensuring that small and minority business and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority business and women's business enterprises;
 - d. Establishing delivery schedules, where the requirements of work will encourage participation by small and minority business and women's business enterprises;
 - e. Using the services of the Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce and the MO Office of Equal Opportunity, and;
 - f. Requiring any prime contractor or other subrecipients, if subagreements are to be allowed, to take the affirmative steps in subparagraphs a. through e. of this section.
- 2. For EPA funded financial assistance agreements, the recipient agrees to include disadvantaged business enterprises in the affirmative steps indicated above.
- 3. For EPA funded financial assistance agreements, the recipient shall utilize EPA form 5700-52A to report to MDNR procurements under the financial assistance agreement.

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W. **Disputes**. The recipient and the MDNR should attempt to resolve disagreements concerning the administration or performance of the financial assistance agreement. If an agreement cannot be reached, the MDNR will provide a written decision. Such decision of the MDNR shall be final unless a request for review is submitted to the division director within ten (10) business days after the decision. Such request shall include: (1) a copy of the MDNR's final decision; (2) a statement of the amount in dispute; (3) a brief description of the issue(s) involved; and (4) a concise statement of the objections to the final decision. A decision by the MDNR shall constitute final action.

X. Termination

- 1. Termination for Cause. The MDNR may terminate any financial assistance agreement, in whole or in part, at any time before the date of completion whenever it is determined that the recipient has failed to comply with the terms and conditions of the financial assistance agreement. The MDNR shall promptly notify the recipient in writing of such a determination and the reasons for the termination, together with the effective date. The MDNR reserves the right to withhold all or a portion of agreement funds if the recipient violates any term or condition of this financial assistance agreement. Termination for cause may be considered for evaluating future applications. The recipient may object to terminations with cause and may provide information and documentation challenging the termination.
- 2. Termination for Convenience. Both the MDNR and the recipient may terminate the financial assistance agreement, in whole or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.
- 3. Financial assistance agreements are not transferable to any person or entity.
- 4. MDNR and the recipient remain responsible for compliance with all closeout requirements.
- Y. **Enforcement; Remedies for Noncompliance**. If the recipient falsifies any award document or materially fails to comply with any term of this financial assistance agreement, the MDNR may take one or more of the following actions, as appropriate:
 - 1. Suspend or terminate, in whole or part, the current agreement;
 - 2. Disallow all or part of the cost of the activity or action not in compliance;

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- 3. Temporarily withhold cash payments pending the recipient's correction of the deficiency;
- 4. Withhold further awards from the recipient;
- 5. Order the recipient not to transfer ownership of equipment purchased with assistance money without prior MDNR approval; or
- 6. Take other remedies that may be legally available, including cost recovery, breach of contract, and suspension or debarment.
- Z. **Subgrantee's Signature**. The recipient's signature on the application and the award documents signifies the recipient's agreement to all of the terms and conditions of the financial assistance agreement.
- AA. Human Trafficking. This requirement applies to non-profit recipients or subrecipients. The recipient, their employees, subrecipients under this agreement, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the agreement is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the agreement or subagreements under the award. The department has the right to terminate unilaterally: (1) implement section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, noncompliance that are available to the recipient under this agreement.
- BB. **Illegal Immigration.** Any municipality that enacts or adopts a sanctuary policy will be ineligible for moneys provided through financial assistance agreements administered by any state agency or department until the policy is repealed or is no longer in effect (Missouri Statutes RSMo 67.307 (2)). No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri (RSMo 285.525 285.530).
- CC. Management Fees. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.
- DD. Federal Funding Accountability and Transparency Act (FFATA)

 Requirements. If the original assistance agreement amount is less than \$25,000 and an amendment increases the award amount to \$25,000 or greater, the

recipient must submit the following to the MDNR prior to MDNR signing the amendment (Subrecipient Informational Form):

- 1. Location of the entity receiving the financial assistance and primary location of performance under the award, including city, state, congressional district and county;
- 2. A unique entity identifier of the entity receiving the financial assistance;
- 3. A unique entity identifier of the parent entity of the recipient; and
- 4. Names and total compensation for the five most highly compensated officers for the preceding completed fiscal year
- EE. **Executive Compensation.** If FFATA reporting requirements apply and if the agreement period will exceed 12 months, the recipient must provide to the MDNR updated compensation information for their five most highly compensated officers using the Subrecipient Informational Form at the end of each 12 month period.
- FF. **Competency**. The recipient ensures that all personnel associated with this financial assistance agreement, including staff, contractors and subrecipients, possess adequate education, training and experience to satisfactorily perform all technical tasks to be performed in order to fulfill the requirements of this agreement.

II. Statutory Requirements

The recipient must comply with all federal, state and local laws relating to employment, construction, research, environmental compliance, and other activities associated with grants from the MDNR. Failure to abide by these laws is sufficient grounds to cancel the agreement. For a copy of state and federal laws that typically apply to financial assistance agreements contact the MDNR. By applying for this financial assistance agreement, the recipient certifies that the recipient, its board of directors and principals are in compliance with the specific federal and state laws set out below. Further, the recipient shall report to the MDNR any instance in which the recipient or any member of its board of directors or principals is determined by any administrative agency or by any court in connection with any judicial proceeding to be in noncompliance with any of the specific federal or state laws set forth below. Such report shall be submitted within ten (10) working days following such determination. Failure to comply with the reporting requirement may be grounds for termination of this financial assistance agreement or suspension or debarment of the recipient.

- A. Laws and regulations related to nondiscrimination:
 - 1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, including Limited English Proficiency (LEP);

- 2. Title VII of the Civil Rights Act of 1964 found at 42 U.S.C. §2000(e) et.seq. which prohibits discrimination on the basis of race, color, religion, national origin, or sex:
- 3. Title IX of the Education Amendments of 1972, as amended (U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- 4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability;
- 5. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 621-634), which prohibits discrimination on the basis of age;
- 6. Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- 7. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- 8. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- 9. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- 10. Chapter 213 of the Missouri Revised Statutes which prohibits discrimination on the basis of race, color, religion, national origin, sex, age, and disability.
- 11. The Americans with Disabilities Act (P. L. 101-336), 42 U. S. C. §12101 et seq., relating to nondiscrimination with respect to employment, public services, public accommodations and telecommunications.
- 12. Any other nondiscrimination provisions in the specific statute(s) and regulations under which application for federal assistance is being made.
- 13. The requirements of any other nondiscrimination statute(s) and regulations which may apply to the application.

B. State and Federal Environmental Laws:

1. The Federal Clean Air Act, 42 U.S.C. § 7606, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.

- 2. The Federal Water Pollution Control Act, 33 U.S.C. § 1368, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
- 3. The National Environmental Policy Act of 1969, 42 U.S.C. § 4321 et seq., as amended, particularly as it relates to the assessment of the environmental impact of federally assisted projects.
- 4. The National Historic Preservation Act of 1966, 16 U.S.C. § 470 et seq., as amended, relating to the preservation of historic landmarks.
- Earthquakes Seismic Building and Construction Ordinances, §§ 319.200

 319.207, RSMo (Cum. Supp. 1990), relating to the adoption of seismic design and construction ordinances by certain cities, towns, villages and counties.
- 6. The Missouri Clean Water Law, Sections 644.006 to 644.141, RSMo.
- 7. The Missouri Hazardous Waste Management Law, Section, 260.350 to 260.430, RSMo.
- 8. The Missouri Solid Waste Management Law, Sections 260.200 to 260.245, RSMo.
- 9. The Missouri Air Conservation Law, Sections 643.101 to 643.190, RSMo.
- C. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601 and 4651 et seq., relating to acquisition of interest in real property or any displacement of persons, businesses, or farm operations.
- D. The Hatch Act, 5 U.S.C. § 1501 et seq., as amended, relating to certain political activities of certain State and local employees.
- E. The Archaeological and Historic Preservation Act of 1974 (Public Law 93-291) relating to potential loss or destruction of significant scientific, historical, or archaeological data in connection with federally assisted activities.

- F. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- G. The flood insurance purchase requirements of § 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- H. The Privacy Act of 1974, P.L. 93-579, as amended prohibiting the maintenance of information about any individual in a manner which would violate the provision of the Act.
- I. Public Law 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
- J. The Laboratory Animal Welfare Act of 1966 (P. L. 89-544), 7 U.S.C. § 2131 et seq., pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- K. The following additional requirements apply to projects that involve construction:
 - 1. The Davis-Bacon Act, as amended, 40 U.S.C. § 276a et seq., respecting wage rates for federally assisted construction contracts in excess of \$2000.
 - 2. The Copeland (Anti-Kickback) Act, 18 U.S.C. § 874, 40 U.S.C. § 276c.
 - 3. The Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327 et seq.
 - 4. Convict labor shall not be used on construction projects unless by convicts who are on work release, parole, or probation.
 - 5. The Lead-Based Paint Poisoning Prevention Act (42 U. S. C. § 4801 et seq.) which prohibits the use of lead paint in construction or rehabilitation of residence structures.

ATTACHMENT B

EXHIBIT 1

U. S. Department of Interior Assurance of Compliance (Title VI, Civil Rights Act of 1964)

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U.S. DEPARTMENT OF THE INTERIOR ASSURANCE OF COMPLIANCE (TITLE VI. CIVIL RIGHTS ACT OF 1964)

City of Moberly	(hereinafter called "Applicant-Recipient")
(Name of Applicant-Recipient)	·
HEREBY AGREES THAT IT will comply	with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all
requirements imposed by or pursuant to th	e department of the Interior Regulation (43 CFR 17) issued pursuan
at a state of the state of the	

to that title, to the end that, in accordance with Title VI of that Act and Regulation, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives financial assistance from the Missouri Department of Natural Resources and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

If any real property of structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant-Recipient by the Missouri Department of Natural Resources, this assurance obligates the Applicant-Recipient, or in the case of any transfer of such property, any transferee for the period during which the real property or structure is used for a purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance obligates the Applicant-Recipient for the period during which the Federal financial assistance is extended to it by the Missouri Department of Natural Resources.

THE ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, Grant Agreements, property discounts or other Federal financial assistance extended after the date hereof to the Applicant-Recipient by the Missouri Department of Natural Resources, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Applicant-Recipient recognized and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees, and the person or persons whose signature appears below are authorized to sign this assurance on behalf of the Applicant-Recipient.

> 9/22/21 DATED APPLICANT-RECIPIENT

> > (President Changing of the Board or Comparable Authorized Official)

101 West Reed Street, Moberly MO 65270 APPLICANT-RECIPIENT'S MAILING ADDRESS

City of Moberly

ATTACHMENT B

EXHIBIT 2

Mid-Term Budget Report

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INSTRUCTIONS FOR HPF GRANT AGREEMENT MID-TERM BUDGET REPORT

1. Use as many sl	1. Use as many sheets as necessary to list all costs associated with the grant activity.								
2. Enter the project name and assigned project grant number.									
I.	I. List expenditures by COST CATEGORY:								
	A. Personnel/Fringe: list each person on the payroll paid as a consultant, indicating name, date, check number. Attach time sheets if necessary.								
	B. Travel/Other/Equipment: provide a short description of expenditures, bills, check numbers, check dates, and amounts.								
	C. Supplies : same as for travel/other/equipment.								
	D. Contractor: list costs paid under grant agreement with contractor. Include copies of contractor invoices and verification of payment made to contractor.								
	E. Indirect Cost: indicate mathematical computation used to arrive at the dollar amount, then indicate dollar amount.								
	ecial note: With regards to donated goods, services or equipment, such costs should be treated as lows for the purpose of listing expenditures:								
	Donated time should be listed in category A . Therefore, all time records should be included as proof of expenditures in that section.								
	Donated equipment should be listed only in category B . All proofs and forms necessary to verify this type of donation should be inserted into this section.								
	Donated goods should be listed in either category B or C . All proofs and forms necessary to verify these types of donations should be inserted into those sections.								
II. The HPF GRANT AGREEMENT amount is the same amount as in the original Grant Agreement Budget federal or nonfederal share.									
III I	III. MID-TERM SHARE AMOUNTS list how much was actually spent to date for each share type: federal or nonfederal.								
IV exp	. TOTAL EXPENDITURES is the combined amount of both mid-term federal and nonfederal penditures.								

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Sign and date the completed form.

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Historic Preservation Fund Grants GRANT AGREEMENT MID-TERM BUDGET REPORT

Project Number:

Project Name:___

COST CATEGORIES	HPF GRANT AGREMENT FEDERAL SHARE TOTAL	MID-TERM REPORT FEDERAL SHARE TOTAL	HPF GRANT AGREEMENT NONFEDERAL SHARE TOTAL	MID-TERM REPORT NONFEDERAL SHARE TOTAL	TOTAL MID-TERM EXPENDITURES
Personnel/ Fringe:					
Travel/Other/ Equipment					
Supplies:					
Contractor:					
Indirect Cost:					
COMMENTS:					
Authorized Signature	e				Date

ATTACHMENT B

EXHIBIT 3
Final Project Report

Department of Natural ResourcesDivision of State Parks, State Historic Preservation Office FINAL PROJECT REPORT

Project No.: 29-				
Project Title:				
Total Project Cost: \$				
_				
Amendments with				
Approval Dates:				
MAJOR				
WORK ITEMS		PLANNED	AMENDED	ACTUAL
W : 0 111 /0	A44 1 1)			
Major Cost Items: (See	,			
	Name: Date:		No. Co	ppies.
Additional Information:				
CERTIFICATION:		an and arente management a	toff of my promination have as	unfirmed distances
site visits and/or review of	financial ar	nd performance reports, that w	taff of my organization have co ork under this subgrant (or Gra	ant Agreement) has
			etary of the Interior's Standards ational Register Programs Gui	
terms and conditions of the				.,
Deputy State Historic Pro	eservation	Officer		Approval Date
National Park Service				Date
Tradional Fall Oct VICE				Date

Major Cost Categories

Project Number: 29-	
Project Title :	

Cost CategoryExhibit 1 Final Expenditures	Original Budget	Amended Amount	Actual Amount
A.	\$	\$	\$
В.	\$	\$	\$
C.	\$	\$	\$
D.	\$	\$	\$
E.	\$	\$	\$
F.	\$	\$	\$
G.	\$	\$	\$
Н.	\$	\$	\$
I.	\$	\$	\$
J.	\$	\$	\$
K.	\$	\$	\$
L.	\$	\$	\$
M.	\$	\$	\$
N.	\$	\$	\$
0.	\$	\$	\$
P.	\$	\$	\$
Q.	\$	\$	\$
R.	\$	\$	\$
S.	\$	\$	\$
TOTAL (S)	\$	\$	\$

ATTACHMENT B

EXHIBIT 4

U. S. Department of the Interior
Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Drug-Free Workplace
Requirements and Lobbying

U.S. Department of the Interior

Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions -(See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

CHECK VIF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

CHECK___IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

- A. The grantee certifies that it will or continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

PART D:	Certification Regarding Drug-Free Workplace Requirements
Check	if there are workplaces on files that are not identified here.
Place of I	Performance (Street address, city, county, state, zip code)
specific g	grantee may insert in the space provided below the site(s) for the performance of work done in connection with the grant:

- Alternate II. (Grantees Who Are Individuals)
 - (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;

CHECK IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

(b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

PART E: Certification Regarding Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements

CHECK___IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK___IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Brian Crane, City Manager

TYPED NAME AND TITLE

9/22/21

DATE

ATTACHMENT C

GRANT NUMBER P21AF11032 BETWEEN THE UNITED STATES DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE AND MISSOURI DEPARTMENT OF NATURAL RESOURCES CFDA: 15.904

PROJECT TITLE: STATE HISTORIC PRESERVATION OFFICE FISCAL YEAR 2021 HISTORIC PRESERVATION FUND GRANT

TERMS AND CONDITIONS, FEDERAL TO STATE GRANT AWARD INCORPORATED BY REFERENCE TO SUBRECIPIENT

Attached are the terms and conditions of the Department of the Interior, National Park Services to Missouri Department of Natural Resources grant award. A portion of these funds are being passed through Missouri Department of Natural Resources and awarded to you as a subrecipient.

To ensure that this federal assistance is used in accordance with the federal statutes, regulations, terms and conditions of the federal award, 2 CFR 200.331 requires the Missouri Department of Natural Resources to ensure the requirements "flow down" to the subrecipient. The Missouri Department of Natural Resources hereby incorporates by reference the relevant, attached terms, conditions, disclosures and certifications in your grant agreement and requires compliance as a condition of your award.

1a. SUPERSEDES AWARD NOTICE dated

except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

09/30/2022

07/12/2021 2. CFDA NO.

15.904 - Historic Preservation Fund Grants-In-Aid

3. ASSISTANCE TYPE Formula Grant 4. GRANT NO. P21AF11032-00 5. TYPE OF AWARD Other Originating MCA # 4a. FAIN P21AF11032 5a. ACTION TYPE New 6. PROJECT PERIOD MM/DD/YYYY MM/DD/YYYY 10/01/2020 Through From 09/30/2022 7. BUDGET PERIOD MM/DD/YYYY MM/DD/YYYY From Through

NOTICE OF AWARD

#10.

1,125,950.00

TOTAL DIRECT COSTS



AUTHORIZATION (Legislation/Regulations)

1.1) 54 U.S.C. § 101702(a) Transfer of Service Appropriated Funds

8. TITLE OF PROJECT (OR PROGRAM)

Annual Historic Preservation Fund Grant Application- Fiscal Year 2021

10/01/2020

9a. GRANTEE NAME AND ADDRESS		9b. GRANTEE PROJECT DIRECTOR				
Natural Resources, Missouri Department Of 1101 Riverside Dr		ALLISON ARCHAMBO 1101 RIVERSIDE DR				
MISSOURI DEPARTMENT OF NATURAL RESOURCES Jefferson City, MO 65101-4272		1101 RIVERSIDE DR JEFFERSON CITY, MO 65101-4272 Phone: 5737517958				
10a. GRANTEE AUTHORIZING OFFICIAL		10b. FEDERAL PROJECT OFFICER				
TONI PRAWL		Ms. Megan Brown				
1101 RIVERSIDE DR		1849 C Street NW				
JEFFERSON CITY, MO 65101-4272 Phone: 5737517858		7360 NPS/Cultural Resources, Partnerships, and Science Washington, DC 20240-1000				
ALL A	AMOUNTS ARE	SHOWN IN USD				
11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION				
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m)	\$	1,125,950.00		
II Total project costs including grant funds and all other financial participation	II	b. Less Unobligated Balance From Prior Budget Periods	\$	0.00		
a. Salaries and Wages\$	747,160.00	c. Less Cumulative Prior Award(s) This Budget Period	*	0.00		
b Fringe Benefits \$	437 013 88	d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$ 1,125				

		derai Awarding Agency Only nt funds and all other financial par	rticipation	II		or Federal Financial Assistance (nor obligated Balance From Prior Budge	,	\$
a.	Salaries and Wages	\$	· }	747,160.00	c. Less Cumulative Prior Award(s) This Budget Period \$ d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION			\$
b.	Fringe Benefits	\$	5	437,013.88		deral Funds Awarded to Date for F		\$
c.	Total Personnel Costs	s	5	1,184,173.88		MENDED FUTURE SUPPORT he availability of funds and satisfact	ory progress of th	ne project):
d.	Equipment	\$	5	0.00	, ,	,	1, 0	
e.	Supplies	\$	3	10,000.00	YEAR	TOTAL DIRECT COSTS	YEAR	TO
f.	Travel	\$	5	25,000.00	a. 2 b. 3	\$ \$	d. 5 e. 6	\$ \$
g.	Construction	\$	3	0.00	c. 4	\$	f. 7	\$
h.	Other	\$;	100,000.00	15. PROGRAM ALTERNATIVE	INCOME SHALL BE USED IN ACCORD WITH S:	ONE OF THE FOLL	OWING
i.	Contractual	\$	3	384,779.00	a. b.	DEDUCTION ADDITIONAL COSTS		
j.	TOTAL DIRECT COS	STS —	\$	1,703,952.88	c. d. e.	MATCHING OTHER RESEARCH (Add / Deduct Option) OTHER (See REMARKS)		
k.	INDIRECT COSTS		\$	172,631.12	16. THIS AWAR	RD IS BASED ON AN APPLICATION SUBMIT	ED TO. AND AS APP	PROVED BY. TH
I.	TOTAL APPROVED BUI	DGET	\$	1,876,584.00	ON THE ABOVE OR BY REFERE a.	TITLED PROJECT AND IS SUBJECT TO THE NCE IN THE FOLLOWING: The grant program legislation		
m.	Federal Share	\$		1,125,950.00	b. c. d.	The grant program regulations. This award notice including terms and condition Federal administrative requirements, cost printers are conflicting or otherwise incorporated.	ciples and audit require	ements applicabl

е

ND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ID CONDITIONS INCORPORATED EITHER DIRECTLY

noted below under REMARKS. audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system

REMARKS (Other Terms and Conditions Attached -No program income identified

Yes

\$

O No)

750,634.00

GRANTS MANAGEMENT OFFICIAL:

Megan Brown, Chief - State, Tribal, Local, Plans & Grants

1849 C Street NW

Non-Federal Share

7360

Washington, DC 20240-1000 Phone: 202 354 2062

17. VENDOR CODE 0070421590 18.		18. DUNS	NS 878144757			19. CONG. DIST. 03	
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	ENE	DATE	TAS ACCT	PO LINE DESCRIPTION
1	0051007162-00010	\$1,125,950.00	03/23/2021	09/3	30/2022	5140	FY212 SHPO Missouri
				169			

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Federal Financial Report Cycle							
Reporting Period Start Date Reporting Period End Date Reporting Type Reporting Period Due Date							
10/01/2020	09/30/2021	Annual	12/29/2021				
10/01/2021	09/30/2022	Final	01/28/2023				

REMARKS

Grant Agreement
 between
 the United States Department of the Interior
 National Park Service
 and
 the Above-Named Recipient

Articles

1. Department of the Interior Standard Terms and Conditions

Recipients must also adhere the Department of Interior Standard Terms and Conditions located at https://www.doi.gov/grants/doi-standard-terms-and-conditions.

2. Legal Authority

NPS enters into this Agreement pursuant to:

- 1. National Historic Preservation Act (NHPA) 54 USC 300101 et seq.
- 2. Historic Preservation Fund Grants Manual, 2007 and subsequent memos and guidance
- 3. 54 USC 302902(a) Grants to States
- 4. 54 USC 302701(a) Grants to Indian Tribes and Native Hawaiian Organizations
- 5. Consolidated Appropriations Act of 2021, enacted Public Law (PL) 116-260
- 3. Performance Goals and Project Objectives

The objective of this Agreement is to provide Historic Preservation Funding (HPF) to State Historic Preservation Officers (SHPOs) for the protection and conservation of State, territorial, and local cultural and historic assets and to assist them in executing their historic preservation programs and activities pursuant to 54 U.S.C. 300101 *et seq.* (commonly known as the National Historic Preservation Act).

4. Public Purpose

Annual Historic Preservation Fund grants to the 59 State Historic Preservation Offices (SHPO) support the Federal Preservation Partnership program by enabling the SHPOs to implement and fulfill the program areas outlined in the National Historic Preservation Act in accordance to their NPS approved State Historic Preservation Plans..

5. COVID-19 Provisions

Due to the COVID-19 pandemic, access to National Park Service (NPS) property, personnel, or resources may be limited at the start of the agreement. Any performance that requires access to National

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Park Service property, personnel, or resources shall not commence until the recipient receives confirmation from the NPS Financial Assistance Awarding Officer of the availability of those resources. The recipient shall contact the NPS Financial Assistance Awarding Officer for approval prior to incurring any costs for performance that requires access to National Park Service property or resources. Such approvals can only be provided by the NPS Financial Assistance Awarding Officer. In the event of a prolonged unavailability of resources, the period of performance may be modified to a later date, or the agreement may be cancelled, by either the National Park Service or the recipient, in its entirety. In addition, the recipient shall contact the NPS Financial Assistance Awarding Officer to coordinate any other changes to the agreement that may be needed to ensure successful performance during the COVID-19 pandemic.

6. Statement of Work

The Statement of Work to be performed in accordance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation* includes:

- 1. Work agreed upon by the State Historic Preservation Officer (SHPO) and the NPS as stated in the State's annual application for Historic Preservation Fund grant assistance, and
- 2. Determined eligible as stated in the National Historic Preservation Act (NHPA), 54 USC 300101 *et seq.*, and in the *Historic Preservation Fund Grant Manual*

7. Responsibilities of the Parties

- 1. The Recipient agrees to:
 - 1. Perform work in accordance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation* in the assigned mandatory program areas as defined by the National Historic Preservation Act.
- 2. No substantial involvement on the part of the NPS is anticipated for the successful completion of the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance and technical assistance at the request of the recipient.

8. Cost-Share Requirement

Non-Federal cost-share is required for costs incurred under this Agreement, as identified in the attached project budget. If pre-award costs are authorized, reimbursement of these costs is limited to Federal cost share percentage identified in this agreement.

9. Pre-Award Incurrence of Costs

The Recipient shall be entitled to reimbursement for costs incurred on or after the start date of this agreement, which, if they had been incurred after this Agreement was entered into, would have been allowable, allocable, and reasonable under the terms and conditions of this Agreement. The start date is identified in block 6 of the Notice of Award.

The Recipient is not authorized to incur costs prior to the start date of this agreement.

10. Administrative & Indirect Costs

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The Federally negotiated indirect rate to be applied against [insert applicable base – ie: salary & fringe/total project cost] in this agreement shall be 12.99% [choose one - TDC/MTDC]. This rate is valid through [Insert DATE]. It is the responsibility of the Recipient to work with their cognizant agency in a timely manner to avoid the expiration of the Federally negotiated rate.

The federally-negotiated indirect rate plus administrative costs to be applied against this agreement, by statute 54 U.S.C. § 302902, shall not exceed 25% of the total budget.

Administrative costs are defined as: Allowable, reasonable, and allocable costs related to the overall management of activities directly related to finance (accounting, auditing, budgeting, contracting), general administrative salaries and wages (grant administration, personnel, property management, equal opportunity) and other "overhead" functions (general legal services, general liability insurance, depreciation on buildings and equipment, etc.) not directly attributable to specific program areas identified in the grant agreement. All administrative costs reported must be absolutely necessary for project and/or program implementation, such as the cost items identified in the final grant agreement or items otherwise approved in writing by the NPS Awarding Officer (AO).

11. Key Officials

- 1. Communications. Recipient shall address any communication regarding this Agreement to the ATR/Program Officer with a copy to the Awarding/Grants Management Officer. Communications that relate solely to technical matters may be sent only to the ATR/Program Officer.
- 2. Changes in Key Officials. Neither the NPS nor Recipient may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

12. Award and Payment

- 1. The NPS will provide funding to the Recipient in an amount not to exceed the figure in block 11m of the Notice of Award for the Statement of Work described in Article VI and in accordance with the NPS approved budget. The approved budget detail is incorporated herein. Any award beyond the current fiscal year is subject to availability of funds. Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of, and comply with the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.
- 2. Recipient shall request payment in accordance with the following:
 - 1. **Method of Payment**. Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system.
 - 2. Requesting Advances. Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same—day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
 - 3. Requesting Reimbursement. Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that

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billing period.

- 4. Adjusting Payment Requests for Available Cash. Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
- 5. **Bank Accounts**. All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.
- 6. Supporting Documents and Agency Approval of Payments. Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be "high risk" or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS AO that a payment request has been submitted. The NPS AO may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.
- 3. In order to receive a financial assistance award and to ensure proper payment, it is required that the Recipient maintain their registration with the System for Award Management (SAM), accessed at http://www.sam.gov. Failure to maintain registration can impact obligations and payments under this Agreement and/or any other financial assistance or procurement documents the Recipient may have with the Federal government.
- 4. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory and funding is available.
- 5. Allowable and Eligible Costs. Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Start Date of the Agreement, and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.
- 6. Travel Costs. For travel costs charged against awards under the Agreement, costs incurred must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the Recipient in its regular operations as a result of the Recipient's written travel policy. If the Recipient does not have written travel policies established, the Recipient and its contractors shall follow the travel policies in the Federal Travel Regulation, and may not be reimbursed for travel costs that exceed the standard rates. All charges for travel must conform to the applicable cost principles.
- 7. **Indirect Costs**. Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget incorporated into the award.
- 8. Recipient Cost Share or Match. Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

13. Prior Approval

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

14. Insurance and Liability

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Flow-down: For the purposes of this clause, "recipient" includes such sub-recipients, contractors, or subcontractors as, in the judgment of the recipient and subject to the Government's determination of sufficiency, have sufficient resources and/or maintain adequate and appropriate insurance to achieve the purposes of this clause.

15. Reports and/or Outputs/Outcomes

- 1. Refer to the last page of the Notice of Award document for Federal Financial reporting frequency and due dates. Performance reports are also required at the same reporting frequency and due dates as the FFR. Reports must be submitted through the GrantSolutions "Manage Reports" functionality.
- 2. A final Performance Report and a final Federal Financial Report will be due 120 days after the end-date of the Term of Agreement. If the recipient does not submit the final report before the required due date, NPS is required to submit a finding of non-compliance to the Federal Awardee Performance and Integrity Information System (FAPIIS). Each report shall be submitted as described above.
- 3. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.333.
- 4. Specific projects, tasks, or activities for which funds are reimbursed and/or advanced will be tracked and reported by the grantee's submission of:
 - 1. An annual report package reflecting the first year of the period of performance (October 1, 2020 September 30, 2021) including:
 - 1. Completed HPF Online
 - 2. Signed Carry Over Statement
 - 3. Annual SF-425, Federal Financial Report
 - 4. SF-428A, Tangible Personal Property Report (if NPS-approved equipment purchased)
 - 2. Final report package reflecting the full period of performance of this award (October 1, 2020
 - September 30, 2022) including:
 - 1. Completed HPF Online
 - 2. SF-425, Federal Financial Report
 - 3. SF-428B, Tangible Personal Property Report (if NPS-approved equipment purchased)
 - 4. Copies of all indirect cost rate agreements, if any, applied against this grant
 - 5. Grant product submissions
 - 3. The annual report package shall be submitted no later than **December 31, 2021** and cover the reporting period of 10/01/2020 9/30/2021.
 - 4. The final report package shall be submitted no later than **January 28, 2023** and covering the reporting period of **10/01/2020 09/30/2022**.

16. Property Utilization

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 200.310 through 200.316 applies to this Agreement.

17. Modification, Remedies for Noncompliance, Termination

- This Agreement may be modified at any time, prior to the expiration date, only by a written instrument executed by both parties. Modifications will be in writing and approved by the NPS Awarding Officer and the authorized representative of Recipient.
- 2. Additional conditions may be imposed by NPS if it is determined that the Recipient is

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non-compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339.

3. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.

18. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you, as the recipient, during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings You Must Report

Submit the information required about each proceeding that:

- 1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- 2. Reached its final disposition during the most recent five year period; and
- 3. Is one of the following:
 - 1. A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - 2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - 3. An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of \$5,000 or more; or reimbursement, restitution, or damages in excess of \$100,000; or
 - 4. Any other criminal, civil, or administrative proceeding if:
 - 1. It could have led to an outcome described in paragraph 2.3.(1), (2), or (3) of this award term and condition;
 - 2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - 3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported

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previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- 1. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- 2. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- 3. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - 1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - 2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

19. Funding Used for the Operation of Unmanned Aircraft Systems (UAS)

If Federal funding is provided to a State, local, tribal, or territorial government for the use of UAS for their operations, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

Per the policy memorandum issued by National Park Service Director, dated June 19, 2014, the launching, landing, and operating of unmanned aircraft, that is not under the control of the Federal government, on lands and waters administered by the National Park Service is prohibited unless approval is received from the Associate Director for such purposes as: Scientific study, search and rescue operations, fire operations, and law enforcement.

Administrative use includes the use of unmanned aircraft by

- NPS personnel as operators or crew;
- cooperators such as government agencies and universities that conduct unmanned aircraft operations for the NPS pursuant to a written agreement; and
- other entities, including commercial entities, conducting unmanned aircraft operations for the NPS, provided such entities are in compliance with all applicable FAA and Department of the Interior requirements.

20. Patents and Inventions (37 CFR 401)

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

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In accordance with 37 CFR 401.3(a), the provision at 37 CFR 401.14(a), with authorized modifications for the National Park Service, is hereby included in this agreement:

1. **Definitions**

- 1. *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).
- 2. Subject invention means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this agreement, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of agreement performance.
- 3. *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
- 4. *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- 5. Small Business Firm means a small business concern as defined at section 2 of Public Law. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this provision, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
- 6. Nonprofit Organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

2. Allocation of Principal Rights

The Recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to this provision and 35 U.S.C. 203. With respect to any subject invention in which the Recipient retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

3. Invention Disclosure, Election of Title and Filing of Patent Application by Recipient

1. The Recipient will disclose each subject invention to the National Park Service within two months after the inventor discloses it in writing to Recipient personnel responsible for patent matters. The disclosure to the National Park Service shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the National

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Park Service, the Recipient will promptly notify the National Park Service of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Recipient.

- 2. The Recipient will elect in writing whether or not to retain title to any such invention by notifying the National Park Service within two years of disclosure to the National Park Service. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the National Park Service to a date that is no more than 60 days prior to the end of the statutory period.
- 3. The Recipient will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Recipient will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
- 4. Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the National Park Service, be granted.

4. Conditions When the Government May Obtain Title

The Recipient will convey to the National Park Service, upon written request, title to any subject inventions

- 1. If the Recipient fails to disclose or elect title to the subject invention within the times specified in paragraph 3, above, or elects not to retain title; provided that the National Park Service may only request title within 60 days after learning of the failure of the Recipient to disclose or elect within the specified times.
- 2. In those countries in which the Recipient fails to file patent applications within the times specified in paragraph 3 above; provided, however, that if the Recipient has filed a patent application in a country after the times specified in paragraph 3 above, but prior to its receipt of the written request of the National Park Service, the Recipient shall continue to retain title in that country.
- 3. In any country in which the Recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

5. Minimum Rights to Recipient and Protection of the Recipient Right to File

- 1. The Recipient will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Recipient fails to disclose the invention within the times specified in paragraph 3, above. The Recipient's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Recipient is a party and includes the right to grant sublicenses of the same scope to the extent the Recipient was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of the National Park Service except when transferred to the successor of that party of the Recipient's business to which the invention pertains.
- 2. The Recipient's domestic license may be revoked or modified by the National Park Service to

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the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and the National Park Service licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the National Park Service to the extent the Recipient, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

3. Before revocation or modification of the license, the National Park Service will furnish the Recipient a written notice of its intention to revoke or modify the license, and the Recipient will be allowed thirty days (or such other time as may be authorized by the National Park Service for good cause shown by the Recipient) after the notice to show cause why the license should not be revoked or modified. The Recipient has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and National Park Service regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

6. Recipient Action to Protect the Government's Interest

- 1. The Recipient agrees to execute or to have executed and promptly deliver to the National Park Service all instruments necessary to
 - 1. establish or confirm the rights the Government has throughout the world in those subject inventions to which the Recipient elects to retain title, and
 - 2. convey title to the National Park Service when requested under paragraph 4 above and to enable the government to obtain patent protection throughout the world in that subject invention.
- 2. The Recipient agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Recipient each subject invention made under agreement in order that the Recipient can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (3)(1), above. The Recipient shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
- 3. The Recipient will notify the National Park Service of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
- 4. The Recipient agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the agreement) awarded by (identify the Federal agency). The government has certain rights in the invention."

7. Subcontracts

The Recipient will include this provision, suitably modified to identify the parties, in all subagreements or subcontracts, regardless of tier, for experimental, developmental or research work.

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The sub-recipient or subcontractor will retain all rights provided for the Recipient in this provision, and the Recipient will not, as part of the consideration for awarding the sub-agreement or subcontract, obtain rights in the sub-recipient's or subcontractor's subject inventions.

8. Reporting on Utilization of Subject Inventions

The Recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Recipient or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Recipient, and such other data and information as the National Park Service may reasonably specify. The Recipient also agrees to provide additional reports as may be requested by the National Park Service in connection with any march-in proceeding undertaken by the National Park Service in accordance with paragraph (10) of this provision. As required by 35 U.S.C. 202(c)(5), the National Park Service agrees it will not disclose such information to persons outside the government without permission of the Recipient.

9. Preference for United States Industry

Notwithstanding any other part of this provision, the Recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the National Park Service upon a showing by the Recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

10. March-in Rights

The Recipient agrees that with respect to any subject invention in which it has acquired title, the National Park Service has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the National Park Service to require the Recipient, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Recipient, assignee, or exclusive licensee refuses such a request the National Park Service has the right to grant such a license itself if the National Park Service determines that:

- 1. Such action is necessary because the Recipient or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- 2. Such action is necessary to alleviate health or safety needs, which are not reasonably satisfied by the Recipient, assignee or their licensees;
- 3. Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Recipient, assignee or licensees; or
- 4. Such action is necessary because the agreement required by paragraph (i) of this provision has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

11. Special Provisions for Agreements with Nonprofit Organizations

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If the Recipient is a nonprofit organization, it agrees that:

- Rights to a subject invention in the United States may not be assigned without the approval
 of the National Park Service, except where such assignment is made to an organization which
 has as one of its primary functions the management of inventions, provided that such
 assignee will be subject to the same provisions as the Recipient;
- 2. The Recipient will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the National Park Service deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
- 3. The balance of any royalties or income earned by the Recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- 4. It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the Recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Recipient. However, the Recipient agrees that the National Park Service may review the Recipient's licensing program and decisions regarding small business applicants, and the Recipient will negotiate changes to its licensing policies, procedures, or practices with the National Park Service when this review discloses that the Recipient could take reasonable steps to implement more effectively the requirements of this paragraph (11)(4).

12. Communication

Communications regarding matters relating to this provision shall be directed to:
Deputy Associate Solicitor
Branch of Procurements and Patents
Office of the Solicitor
U.S. Department of the Interior
1849 C Street, NW
Washington, DC 20240

21. Strengthening Buy-American Preferences for Infrastructure Projects per E.O. 13858

Per Executive Order 13858, entitled "Strengthening Buy-American Preferences for Infrastructure Projects" the Recipient shall maximize, consistent with law, the use of iron and steel goods, products, and materials produced in the United States, for infrastructure projects as defined by the Executive Order when the statement of work includes alteration, construction, conversion, demolition, extension, improvement, maintenance, reconstruction, rehabilitation, or repair.

22. Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (d))

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format

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must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. *NOTE: Quarterly Progress Reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.*

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act, Standards and Guidelines for detailed information (https://www.access-board.gov/guidelines-and-guidelines).

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to https://section508.gov/create. All accessible digital content must conform to the requirements and techniques of the Web Content Accessibility Guidelines (WCAG) 2.0 or later (https://www.w3.org/WAI/standards-guidelines/wcag/), Level AA Success Criteria.

· Electronic documents with images

Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

• Electronic documents with complex charts or data tables

When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

Electronic documents with forms

When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

23. General and Special Provisions

- Lobbying Prohibition. 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107–273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110–161) also apply.
- 2. **Anti–Deficiency Act**. Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
- 3. Minority Business Enterprise Development. Pursuant to Executive Order 12432 it is national

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policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.

- 4. **Assignment**. No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.
- 5. **Member of Congress**. Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
- 6. Agency. The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent its self as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.
- 7. **Non–Exclusive Agreement**. This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- 8. **Partial Invalidity**. If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 9. No Employment Relationship. This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.
- 10. **No Third–Party Rights**. This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.
- 11. **Program Income.** If the Recipient earns program income, as defined in 2 CFR §200.80, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR§200.305 (5)). As allowed under 2 CFR §200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.
- 12. **Rights in Data.** The Recipient must grant the United States of America a royalty–free, non–exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

13. Conflict of Interest

- 1. Applicability.
 - 1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
 - 2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.
- 2. Requirements.

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- 1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
- 2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
- 3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

3. Notification.

- 1. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.
- 4. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.
- 5. Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.
- 6. Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

24. Signatures

Recipients are **not** required to sign the Notice of Financial Assistance Award letter or any other award document. As per DOI standard terms and conditions, the recipient's acceptance of a financial assistance award is defined as the start of work, drawing down of funds, or accepting the award via electronic means.

- 25. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
 - 1. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - 1. Procure or obtain:
 - 2. Extend or renew a contract to procure or obtain; or
 - 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is

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telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- 2. Telecommunications or video surveillance services provided by such entities or using such equipment.
- 3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the secretary of defense, in consultation with the director of the national intelligence or the director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- 2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services and to ensure that communications service to users and customers is sustained.
- 3. See Public Law 115-232, section 889, for additional information.
- 4. See also §200.471.

26. Term of Agreement

The Agreement will become effective upon the recipient's **first withdrawal of grant funds** (Effective Date) and will expire on **September 30, 2022** (Expiration Date), unless terminated earlier. However, the period of **October 1, 2020** to **September 30, 2022** is the period of performance for the Agreement (Agreement Term). Allowable costs incurred during the period of performance may be charged to the grant. Funds will no longer be accessible via ASAP 120 days after the end date.

Program Specific Requirements

1. Eligible Costs

Eligible costs under this award are as described in this Notice, 2 CFR 200, and the Historic Preservation Fund Grants Manual (HPF Manual).

For this program eligible costs also include:

- 1. Projects under the eligible program areas as defined by the National Historic Preservation Act (NHPA): Administration, Local Government Certification, Development/Covenants, National Register, Planning, Review & Compliance, Survey & Inventory, and Tax Incentives;
- 2. Administrative costs necessary to complete and administer the grant requirements;
- 3. Rehabilitation of properties;
 - 1. Eligible properties include historic districts, buildings, sites, structures and objects listed in the National Register of Historic Places or applicable Tribal Register;
 - 2. All work must meet the Secretary of the Interior's Standards and Guidelines for Archeology

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and Historic Preservation; and

- 3. All projects receiving repair assistance must enter into a preservation agreement/covenant/easement
- 4. Survey and Inventory of historic resources to determine eligibility;
- 5. Cost for administering an easement/covenant for the property;
- 6. Cost for any required audits or financial requests;
- 7. Cost for the production of project signs:
- 8. Costs for public notice of grant opportunities;
- 9. Costs associated with required training or reporting; and/
- 10. Any other costs as determined eligible by the NPS in accordance with the OMB circulars, NPS policies, and the Historic Preservation Fund Grants Manual.

2. NPS Oversight

The NPS will provide oversight of this grant project through the following NPS reviews:

- 1. Review and approval of annual and final reporting to include compliance with 2 CFR 200;
- 2. Review and approval for compliance with the Secretary of the Interior's *Standards and Guidelines* for Archeology and Historic Preservation;
- Review and approval for compliance with Sections 106 (54 USC 306108) and 110f (54 USC 306107) of the National Historic Preservation Act in coordination with the appropriate State Historic Preservation Office;
- 4. Review and approval for compliance with the National Environmental Policy Act (NEPA);
- 5. Review and approval of project signage to notify the public of federal involvement; and
- 6. Any other reviews as determined by the NPS based on program needs or financial/programmatic risk factors (i.e., draft National Register nomination if required, etc.).

3. NAGPRA Costs Are Unallowable

Cost related to Native American Graves Protection and Repatriation Act (NAGPRA) activities are unallowable under this agreement. Funds for NAGPRA activities are available through the NPS National NAGPRA Program.

4. Equipment Purchases

Each item of equipment purchased under this award must be approved specifically and in writing by the NPS prior to purchase to confirm the allowability of the costs. Approval of the application <u>is not</u> approval of equipment included within the application. Equipment is defined by 2 CFR 200.1 as tangible personal property (including information technology systems) having a useful life of more than one year and a per-

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unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000.

5. Publicity & Press Releases

Press releases about this project must acknowledge the grant assistance provided by the Historic Preservation Fund and the National Park Service, and copies of the press releases must be provided to the NPS. The Recipient must transmit notice of any public ceremonies planned to publicize funded or related projects in a timely enough manner so that the NPS, Department of the Interior, Congressional or other Federal officials can attend if desired. All publicity and press releases related to activities funded with this award should include a statement that funding for the activity was provided (in part or in whole) by the Historic Preservation Fund (HPF) administered by the National Park Service.

6. Requirement for Project Sign & Public Notification

As stipulated in 36 CFR Part 800, public views and comments regarding all Federally-funded undertakings on historic properties must be sought and considered by the authorizing Federal agency. Therefore, the grantee is required to post a public notification regarding the undertaking under this grant in one or more of the major newspapers or news sources that cover the area affected by the project within 30 days of obligating any contracts or subgrants. A copy of the posted release must be submitted to NPS within 30 days of the posting.

HPF funded projects must create public notification of the project in the form of a project sign, website posting, and proper credit for announcements and publications as appropriate. Signage/notification must be submitted for approval by the ATR in advance. Also the sign/notification must be of reasonable and adequate design and construction to withstand weather exposure (if appropriate); be of a size that can be easily read from the public right-of-way; and be accessible to the public throughout the project term as stipulated in this Grant Agreement. At a minimum, all notifications must contain the following statement:

"[Project Name] is being supported in part by the Historic Preservation Fund administered by the National Park Service, Department of the Interior."

Additional information briefly identifying the historical significance of the property and recognizing other contributors is encouraged and permissible. The NPS arrowhead logo may only be used in conjunction with the HPF approved signage format that can be provided upon request. Any other use of the logo is prohibited.

Photo documentation of the sign/notification for development projects must be uploaded to HPFOnline.

7. Consultants & Contractors

Consultant/contractor(s) must have the requisite experience and training in historic preservation or relevant field to oversee the project work. All consultants and contractors must be competitively selected and documentation of this selection must be maintained by the grantee and be made readily available for examination by the NPS. Federal contracting and procurement guidance can be found in 2 CFR 200.318. Maximum rates charged to this grant may not exceed 120% of a Federal Civil Service GS-15, step 10 salary per project location. Current regional salary tables can be found on the Office of Personnel and Management website: https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/.

8. Requirement for NEPA Compliance

All HPF funded grants are subject to the requirements of the National Environmental Policy Act (NEPA)

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of 1969, as amended. This Act requires Federal agencies to consider the reasonably foreseeable environmental consequences of all grant-supported activities. As part of the NPS implementation of NEPA, grantees are required to notify the NPS of any reasonably foreseeable impacts to the environment from grant–supported activities, or to certify that no such impacts will arise upon receipt of a grant award. In addition, the NPS has determined that most HPF grant funds are not expected to individually or cumulatively have a significant impact on the environment, unless the activity involves development (construction) or archeology. For construction or archeology projects, the applicant/grantee should use **HPFOnline** to submit an *Environmental Screening Worksheet*, in order to assist the NPS in determining if a Categorical Exclusion (found in NPS Director's Order 12) can be utilized.

9. Compliance with Section 106

Pursuant to Section 106 of the National Historic Preservation Act (54 USC 306108), the NPS and the grantee must complete the consultation process stipulated in the regulations issued by the Advisory Council on Historic Preservation (ACHP) in 36 CFR 800 **prior** to the commencement of all grant-assisted construction or ground disturbance on the property.

10. Compliance with Section 110

Section 110 of The National Historic Preservation Act identifies the responsibility of the federal agency in their treatment of historic properties. Section 110(f) (54 USC 306107) clarifies the responsibility of the agency to protect National Historic Landmarks (NHL) from harm. See this agreement for submission requirements regarding NHL properties. In addition, Section 110(k) (54 USC 306113) prohibits the NPS from funding any grantee or subgrantee that attempts to avoid the requirements of Section 106. Grantees must make every effort to fund preservation projects that do no harm or adverse effects to NHL properties. Should it be discovered a grantee has deliberately damaged a property (e.g., pre-emptive demolition) to avoid requirements, the NPS must be notified to determine, in consultation with the ACHP, if the project can proceed.

11. NPS Review of Planning/Design Documents for National Historic Landmarks

The grantee must submit the following through HPFOnline:

- 1. a site plan that has the north direction clearly marked;
- 2. a city/county map with the site of the property clearly labeled;
- 3. set of plans and specifications for the project;
- 4. photographs (or digital images) of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan;
- 5. interior photographs of all major rooms and those involved in the project, labeled and keyed to a floor plan;
- 6. for NHL Districts include overall views of the district from the project area; and
- 7. any additional information that will better enable a technical review of the project to be completed.

The grantee must submit documents for the entire undertaking to the NPS for its review and approval to ensure conformance with the Secretary of the Interior's *Standards and Guidelines for Archeology and*

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Historic Preservation, Historic Preservation Fund Grant Manual, and with the conditions listed in this Grant Agreement, **prior** to the beginning of grant-assisted work. Work that does not comply with these Standards in the judgment of the NPS will not be reimbursed, and may cause the grant to be terminated and funds deobligated.

Plans & specifications for the project must be marked on the cover with this statement:

The {name of property} is designated a National Historic Landmark for its architectural and historic significance. It is considered to have irreplaceable cultural, material, and aesthetic value. The work is funded in part by the Historic Preservation Fund, administered by the National Park Service, Department of the Interior. The funding of which is subject to having all work items meet The Secretary of the Interior's Standards for the Treatment of Historic Properties.

12. GIS Spatial Data Transfer Standards

All GIS data collected with HPF funds shall be in compliance with the NPS Cultural Resource Spatial Data Transfer Standards with complete feature level metadata. Template GeoDatabases and guidelines for creating GIS data in the NPS cultural resource spatial data transfer standards can be found at the NPS Cultural Resource GIS Facility webpage:

https://www.nps.gov/crgis/crgis standards.htm

Technical assistance to meet the NPS Cultural Resource Spatial Data Transfer Standard specifications will be made available if requested. Execution of a Data Sharing Agreement between the NPS and the Recipient shall take place prior to collection of GIS data using HPF funds.

13. Catalog of Federal Domestic Assistance/Assistance Listing Inclusion in Single Audit

Non-Federal entities receiving financial assistance through the Historic Preservation Fund must include the appropriate Catalog of Federal Domestic Assistance (CFDA) number in the Schedule of Expenditures of Federal Award in their Single-Audit. The CFDA number applicable to this award as identified in block 2 on the first page of this agreement document.

14. Notice of Financial Management Review

As part of government-wide efforts to improve coordination of financial management and increase financial accountability and transparency in the receipt and use of federal funding, the grantee is hereby notified that this award may be subject to higher scrutiny. This may include a requirement to submit additional reporting documentation.

15. Subgrant Awards

The awarding of subgrants must follow the general criteria described below in addition to the eligibility factors outlined in the Notice of Funding Opportunity, OMB regulations in 2 CFR 200, and the Historic Preservation Fund Grant Manual.

The Grantee must publicly announce the availability of HPF funds and include the following information:

1. A summary statement of the priorities for funding;

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- 2. Description of eligible activities for which funding is to be provided;
- 3. The total amount available, or expected to be available for subgrants;
- 4. An explanation of the required selection process used, including evaluation criteria, that will provide an opportunity for all eligible entities to submit applications and have them considered on an equal basis;
- 5. The deadline for submitting the completed application;
- Directions to the applicant to include a detailed and specific list of the final products to be accomplished with the subgrant, and to provide a detailed line-item budget that includes all major work elements;
- 7. Identification of the donor, source, kind, and amount of nonfederal matching share to be contributed, if applicable;
- 8. An explanation that all elements funded must meet the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation;
- 9. An explanation that all subgrants must follow OMB regulations in 2 CFR 200, and the Historic Preservation Fund Grant Manual:
- 10. Notice of the requirement for easements or covenants for grant assisted preservation work.

To qualify a subgrantee as responsible, the grantee must ensure that a subgrantee will:

- 1. Have adequate financial resources for performance, the necessary experience, organization, technical qualifications, and facilities; or a firm commitment, arrangement, or ability to obtain such;
- 2. Be able to comply with the proposed or required completion schedule for the project;
- 3. Have a satisfactory record of integrity, sound judgment, and satisfactory performance, especially with prior performance upon grants and contracts;
- 4. Have an adequate accounting system and auditing procedures to provide effective accountability and control of property, funds, and assets sufficient to meet audit requirements.

NPS oversight of subgrants will include:

- 1. Review of selected subgrants;
- 2. Review of any physical preservation work for compliance with the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation;
- 3. Review of any physical preservation work or archeological surveys for compliance with National Environmental Policy Act (NEPA);
- 4. Review, in concert with National Park Service regional office(s), physical preservation work as per Section 110(f) (54 USC 306107) which clarifies the responsibility of the agency to protect National

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Historic Landmarks (NHL) from harm;

- 5. Verification of submission of any subgrants over \$30,000 federal share to Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS);
- 6. Review of final executed preservation easement/covenant;
- 7. Additional requirements as determined for the grantee based on risk or program requirements.

16. Unanticipated Discovery Protocols

At a minimum, unanticipated discovery protocols for subgrants or contracts shall require the sub-grantee or contractor to immediately stop construction in the vicinity of the affected historic resource and take reasonable measures to avoid and minimize harm to the resource until the SHPO or THPO, sub-grantee or contractor, and Indian Tribes, as appropriate, have determined a suitable course of action within 15 calendar days. With the express permission of the SHPO and/or THPO, the sub-grantee or contractor may perform additional measures to secure the jobsite if the sub-grantee or contractor determines that unfinished work in the vicinity of the affected historic property would cause safety or security concerns.

17. Requirement for Training

At the direction of the National Park Service, personnel associated with management of the grant program may be required to attend trainings and/or meetings. The grantee will be provided adequate notice to plan for any required activities; expenses incurred as part of this requirement are eligible to charge towards the grant.

18. Demonstration of Effort – Performance Goals

In order to ensure the timely and successful completion of all HPF grant awards, the NPS requires acceptable demonstration of effort by the grantee on project work supported by all HPF funded grants.

Demonstration of effort means acceptable performance by undertaking meaningful progress on grantsupported activities and complying with award terms and conditions.

19. Funding for Use of Unmanned Aircraft Systems (UAS) (AKA Drones)

HPF funding for unmanned aircraft systems (UAS) usage is eligible only in the contracting of an experienced, licensed contractor of UAS who possesses the appropriate license, certifications, and training to operate UAS. The contractor is required to provide proof of liability insurance in the operation of UAS for commercial use.

If HPF funding is provided to a state, tribal, local, or territorial government, or other non-profit organization for the use of UAS as part of their scope of work, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

20. Easement/Covenant Requirement

Section 54 USC 302902 of the National Historic Preservation Act requires Historic Preservation Fund grantees agree to assume, after the completion of the project, the total cost of continued maintenance, repair and administration of the grant-assisted property in a manner satisfactory to the Secretary of the Interior. Accordingly, recipients awarded funds for the physical preservation of a

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historic site shall sign a preservation agreement/covenant/easement (easement) with the State or Tribal Historic Preservation Officer in which the site is located or with a nonprofit preservation organization acceptable to the NPS. For competitive (project) grants, a draft copy of the preservation covenant/easement template must be submitted to the NPS ATR within one year of grant agreement execution for review and comment.

All preservation easements must be executed by registering it with the deed of the property. Baseline documentation of the character defining features of the site must be documented prior to construction through photographs. The preservation easement must document the grant assisted condition of the site and the historic character defining features as part of the document registered with the deed.

The term of the preservation easement is dependent on the amount of assistance the historic property receives from this opportunity:

- 1. If the historic property is not currently protected by a preservation easement, a preservation easement must be executed for the term as given in the table below per the amount of funding awarded.
- 2. If the historic property is currently subject to a preservation easement that meets the minimum federal preservation requirements, an extension must be executed for an additional duration to meet the requirements of the new funding awarded. Required term is identified in the table below. For example, if a property had 10 years remaining on a previous 20-year easement, and receives \$300,000 in HPF funding, an amendment to add 15 years would be required.
- 3. If the historic property is currently protected by a perpetual or other preservation easement that meets or exceeds the requirements of this grant program as determined by the NPS, no additional duration or restrictions are necessary.

Amount of Federal Assistance Awarded	Covenant/Easement Term Requirement
\$1-\$50,000	5-year minimum preservation agreement; a covenant/easement amending the deed is not required
\$50,001 - \$250,000	10-year minimum preservation covenant/easement
\$250,001 - \$500,000	15-year minimum preservation covenant/easement
\$500,001- \$750,000	20-year minimum preservation covenant/easement
\$750,001+	25-year minimum preservation covenant/easement

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21. Audit Findings and Follow-Up

The Recipient is hereby informed that the NPS may withhold or suspend award funds, or may impose other related conditions, if the recipient does not satisfactorily and promptly address findings from Single or program-specific audits, investigations, or reviews of NPS programs and awards. Each year the award is active, the Recipient must require its auditors to provide status report updates of all audit findings included in the prior audit's Schedule of Findings and Questioned Costs, as required by 2 CFR 200, Subpart F ("Grants and Agreements, Audit Requirements"). Upon review of subsequent annual audits, the NPS will determine if further corrective action is warranted.

When findings exist, the Recipient must submit a status report every six months to the NPS of all steps being taken to resolve related audit findings included in the prior audit's *Schedule of Findings and Questioned Costs* to remain in good standing for all NPS grant awards. If the Recipient fails to meet these deadlines without written approval of extension from the NPS, NPS may withhold remaining and future award funds, or may impose other related requirements to ensure compliance with this condition. Outstanding audit findings, if any, are included in the attachments of this Agreement.

22. Copyright

Per 2 CFR 200.315(b), the NPS reserves a royalty-free right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so, any materials produced under this grant. All photos included as part of the interim & final reporting and deliverables/publication will be considered released to the NPS for future official use. Photographer, date, and caption should be identified on each photo, so NPS may provide proper credit for use.

A digital (preferred) or physical copy of all deliverables must be available for public access. Sensitive information may be redacted from the public access copy.

All consultants hired by the Recipient must be informed of this requirement.

23. Compliance with the Americans with Disabilities Act and the Architectural Barriers Act

The use of federal funds to improve public buildings, to finance services or programs contained in public buildings, or alter any building or facility financed in whole or in part with Federal funds (except privately owned residential structures), requires compliance with the 1990 Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and the Architectural Barriers Act (ABA). Work done to alter the property should be in compliance with all applicable regulations and guidance.

24. Funding Acknowledgement

The grantee must include acknowledgment of grant support from the Historic Preservation Fund of the National Park Service, Department of Interior, in all deliverables and publications concerning NPS grant-supported activities as referenced in the Statement of Work.

All deliverables must contain the following disclaimer and acknowledgement:

"This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior under Grant Number [insert grant number] (and HPF Online Project Number, if applicable). Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

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- 1. Deliverables/publications include but are not limited to grant project reports; books, pamphlets, brochures or magazines; video or audio files; documentation of events, including programs; invitations and photos; websites; mobile apps; exhibits; and interpretive signs.
- 2. All digital copies must follow the file naming convention described in the attached Digital Product Submission Guidelines. Refer to the attached guidance document for instructions on creating, naming and submitting digital copies of deliverables/publications.
- 3. All consultants hired by the grantee must be informed of this requirement.
- 4. Grantees, subgrantees, contractors may not use the NPS Arrowhead in any form without written permission.

25. Cost Sharing/Matching Requirement

A minimum of 40% non-Federal cost-share is required for costs incurred under this grant program. The recipient agrees to contribute the amount identified in block 11n in eligible non-Federal matching contributions that are allowable, property documented, and must be used during the grant period to share the costs for this statement of work. Failure to use the required non-Federal matching share will result in the disallowance of costs reimbursed, and/or the deobligation of remaining unexpended funds.

26. CLG Pass-Through

At least 10.0 percent of the amount awarded to each state (the Federal share of this grant) must be transferred to eligible Certified Local Governments (CLGs) in the state. Funds not obligated to CLGs in the first year of the grant will be recaptured and redistributed to the benefit of the other CLGs. Funds not expended in the second year may be recaptured and reallocated by the NPS or returned to the U.S. Treasury. If the State anticipates possible recapture, they must notify the NPS as soon as possible so they may assist in possible redistribution of the funds.

27. Determination of Risk

In accordance with 2 C.F.R. § 200.205, the application for this award was subjected to a pre-award risk assessment which included a review of information contained within the application, past audits, Federal Awardee Performance and Integrity Information System (FAPIIS), and/or past performance on previous Federal financial assistance awards and other factors.

This award has been determined to be a low risk with the following requirements:

Requests for payment may be made directly from the ASAP grant account without prior NPS approval after expenses have been incurred, invoiced, and paid. All documentation of expenses must be kept on file for audit purposes and may be requested by the NPS at any time. If payments are drawn down prior to invoice and payment or in amounts larger than costs incurred, the Recipient may be determined medium or high risk and be subject to additional grant terms and conditions.

#10.

AWARD ATTACHMENTS

NATURAL RESOURCES, MISSOURI DEPARTMENT OF

P21AF11032-00

- 1. Environmental Certification (NEPA)
- 2. Digital Product Submission Guidelines



United States Department of the Interior

NATIONAL PARK SERVICE 1849 C Street, NW Washington, DC 20240

ENVIRONMENTAL CERTIFICATION

Based upon a review of the application, proposed work, and the supporting documentation contacting in the applications, it has been determined that the proposed HPF funded work meets the criteria for categorical exclusion under the current Interim Director's Order 12 *Categorical Exclusions* (replacing DO-12 Handbook, Chapter 3, Sections 3.3, 3.4, and 3.5).

Applicable categorical exclusion(s) below apply to all proposed projects except development and archeological survey which must be reviewed independently: F.1 - F.6 - Actions Related to Grant Programs

Megan J. Brown
Chief State, Tribal, Local, Plans & Grants

<u>3/25/2021</u> Date

and Dlama & Counts

National Park Service

Digital Product Submission Guidelines

The National Park Service's (NPS) State, Tribal, Local Plans & Grants (STLPG) Division developed these guidelines to outline the digital product submission process for grant recipients. These guidelines specify the types of products that should be submitted, supply guidance on the file names and formats grant recipients should use, and define how submissions should be made.

Products submitted digitally may be uploaded and shared with the general public through the <u>Integrated Resource Management Application (IRMA)</u>, the NPS's digital repository system. The see grant products that have already been uploaded, use the above link, choose Historic Preservation Fund (HPF) under "Select a Park, Office, Program or Region" and selected a category of featured context.

What to submit:

- Provide one digital copy of each deliverable or publication under your grant agreement. Refer to the Reports, Outputs, & Outcomes article to find the deliverables and publications specified in your grant agreement.
- Deliverables and publications include, but are not limited to, the following materials:

SUBMIT DO NOT SUBMIT Reports, plans and guidelines (including historic Digital copies saved on CD/DVD-Rs or flash drives structure reports, design guidelines, economic impact (unless arrangements have been made with your grant studies, treatment reports, historic context statements, administrator) preservation plans) Confidential/restricted reports that cannot be viewed Substantive event materials (including programs, by the general public (including archeological reports, proceedings, handouts, photographs) architectural reports on federal buildings or restricted sites) Professionally produced content (including books, documentaries, oral histories, presentations and PSAs) Other documentation not intended for the general public (including survey forms, financial records, Interpretive products (including books, brochures, correspondence) posters, interpretive tours, coloring books or other youth-focused products, lesson plans) Ephemeral products unlikely to be of future value to the general public (including flyers, postcards, Online content (including websites, story maps, and invitations, meeting minutes) other web-based projects)

• Final grant products may be made available to the general public and should, by default, feature the NPS disclaimer. Printed products must feature a printed disclaimer when feasible. Audio products must include a spoken version of the disclaimer. Video products must include the disclaimer as an on-screen graphic. A disclaimer is not required when it would be unreasonable to do so, such as on size-restrictive publications like postcards or flyers.

"This material was produced with assistance from the [Name of Program], administered by the National Park Service, Department of the Interior. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

• For additional questions about the required disclaimer, consult with your NPS grant manager.

Naming files for submission:

- Name each file you will be submitting using the following naming convention:
 SHPO_[Fiscal Year]_[Grantee's State Abbreviation]_[Legal Name of Grantee or Subgrantee]_[Grant Number]_[Short File Description]
- Do not use spaces or special characters (#, %, &, ?) in the file name.
- For "Short File Description," write a brief (less than 50 characters), unique description that would help someone easily and quickly identify the file.
- If files are part of a series, append the number 001, 002, etc. to the end of the description.

 Ex: Audio files submitted under a FY2018 grants by the DC State Historic Preservation Office SHPO_18_DC_GranteeHistoricDistrict_P17AF00001_JohnDoeInterview001.mp3

 SHPO_18_DC_GranteeHistoricDistrict_P17AF00001_JohnDoeInterview002.mp3

Required file formats and resolution standards:

- Reports and publications: PDF files created at 300 ppi (pixels per inch) minimum and 100% of the original document size. Convert authoring formats to PDFs (for example, saving Word or InDesign files as PDFs). When born-digital is not available, provide high resolution scans of printed materials as PDFs. Preference is for PDF/A-1 or PDF/A-2 format over standard PDF.
- *Photos:* JPEG or TIFF files saved at a minimum resolution of 3000 x 2000 pixels (or 6 megapixels).
 - When submitting photographs, include captions, photo credit, and a signed release form (if needed). <u>Photo release forms are available on the STLPG website</u>.
 - Development (construction) grants must submit photographs of all work completed under the grant, including at least three views of the overall structure and all elements of the scope of work. Refer to the NPS Documenting Historic Places on Film guidelines for more information on photographing a variety of historic environments and buildings.
- Videos: MP4 files saved at a resolution of 1280 by 720 pixels. All videos produced with HPF funding should include closed captioning. When reasonable, provide transcripts of videos as Word documents.
- Audio: Uncompressed WAV files. When reasonable, provide transcripts of audio files as Word documents.
- For more information about formatting deliverables, consult the National Archives' Tables of File Formats.

Creating an index file for your submission:

• Include this information in the index file for each product that is being submitted:

Grant Number

Subgrant Number (if applicable)

Title of Product

Filename

Product Creator(s) (give full names and their roles include up to 5 names or organizations)

Date Completed

Extent (number of pages, photographs, or length of audio/video files; use when applicable)

Description (up to 200 words)

• Save the index file as a Microsoft Word document using the following naming convention:

SHPO_[Fiscal Year]_[Grantee's State Abbreviation]_[Legal Name of Grantee or Subgrantee] [Grant Number] Index.docx

Ex. SHPO 18 DC GranteeHistoricDistrict P17AF00001 Index.docx

• Only submit one index per submission, including all of the products in that submission

Submitting Your Files:

- 1. Email stlpg@nps.gov to ask to be added to your grant folder.
- 2. You will receive an e-mail from the Records Management Assistant's e-mail account (currently caitlin_white@partner.nps.gov) with the subject 'White, Caitlin E shared the folder "[Grant Name]" with you'. Click 'Open' in the e-mail.
- 3. You will be sent to a page asking you to Request Verification Code. Click 'Send Code.'
- 4. A second e-mail from <u>no-reply@sharepointonline.com</u> with the subject 'Code [Eight digit number] is your Microsoft SharePoint verification code.'
 - a. Copy the code from the e-mail and paste into the box on the 'Enter Verification Code' page that appeared after you requested a code be sent to you.
- 5. Click the 'Upload' button at the top of the page.
 - a. It will give you the option to either upload file(s) or a folder.
- 6. In the new window, click on the file you wish to upload and then 'Open'. The file should now appear on the page.
- E-mail the stlpg@nps.gov account to notify them that the files have been submitted using the template provided in your welcome e-mail. Unlike the previous system, there is no notification given when a file is uploaded and YOUR FILES WILL NOT BE CONSIDERED SUBMITTED UNTIL THIS EMAIL IS RECEIVED.

Reviewing submitted files:

- When NPS receives the files, we will review your submitted products for compliance with the HPF grants manual, the Secretary of the Interior's Standards of Archeology and Historic Preservation, and any other relevant requirements.
- If there are issues with the submitted files or grants products, your grant manager will contact you and may ask for corrections and resubmission if necessary.
- NPS will also determine whether the submitted products are suitable for sharing with the general public through the <u>Integrated Resource Management Application (IRMA)</u>, the NPS's digital repository system. If so, we will upload the files there and make them publicly available.

#11.

City of Moberly City Council Agenda Summary

Agenda Number: Department:

Finance

Date: November 15, 2021

Agenda Item:

A resolution adopting health insurance stop loss policy and health insurance plan options for the City of Moberly, Missouri employees for the year 2022.

Summary:

USI has been busy obtaining renewal bids from vendors that supply the various components of our employee health plans. Included here is their report with the calculations for renewals. Although there appear to be savings to be had under Alternate Option #2, 2021 claims paid by the new vendor are limited to \$216,362, and the City is liable for everything beyond that amount. Additionally with this option, the annual total fixed costs are \$31,535 higher than renewing with Sun Life. Staff recommends renewing with the current vendors for an increase of \$1,915 in fixed cost.

Recommended

Action: Approve this resolution

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:		Roll Call	Aye	Nay
Memo Staff Report Correspondence Bid Tabulation	Council Minutes Proposed Ordinance x Proposed Resolution Attorney's Report	Mayor M SJeffrey Council Member		
P/C Recommendation P/C Minutes Application Citizen Consultant Report	Petition Contract Budget Amendment Legal Notice Other	M S Brubaker M S Kimmons M S Davis M S Kyser	Passed	Failed

BID NO	D	RESOLUTION NO
HEALT		ISURANCE STOP LOSS POLICY AND OR THE CITY OF MOBERLY, MISSOURI
	WHEREAS, the City of Moberly, Miss plans, including medical plans for city e	ouri's benefits provider, USI, presented various employees for the year 2022; and
insuranc		n process it was determined that the health s offered by the city's current provider, Sun Life, and
	WHEREAS, the City Council has determent to the employees and their familie	rmined that these health insurance policies are of s.
insuranc authoriz	ce contribution rates and insurance plans	issouri, City Council hereby adopts health as as described herein for the year 2022 and further to take such actions as are necessary to present
I Missour		er, 2021, by the Council of the City of Moberly,
		Presiding Officer at Meeting
ATTES	ST:	
 Shannor	n Hance, City Clerk	

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City of Moberly Medical Plan Self Funded Rates & Factors 01/01/22 Renewal Date

SOLD

Stop Loss Outline		Cur	Current	Initial	Initial Renewal	Revised Renewal	Phowere	Alternate Option 1	Ontion 1	Altornatio	0 10 110
Third Party Administrator			UMR		UMR		AMII		T T T T T T T T T T T T T T T T T T T	7 IIOIIdo amiliaile	Z HOHA
Network Name(s)			Choice Plus		Choice Plus		and cried		NINIO .		N OME
Stop Loss Carrier			Sun Life		Sun Life		Sun life		Choice Pius		Choice Plus
Pharmacy Benefit Manager (PBM)			CapRx		CanBx		Canby		Symetra		HCC
Specific Stop Loss (SSL)			4.000				YICE)		Caprx		CapRx
Jacon Liphility			000'055		\$50,000		\$50,000		\$50,000		\$50,000
Agaronating Specific			None		None		None		TBD		TBD
Contract Basis			000'07\$		\$20,000		\$20,000		\$20,000		\$20,000
Coversage Included		.8	PAID/12		PAID/12		PAID/12		24/12		24/12
Approx Point included			Medical & Kx		Medical & Rx		Medical & Rx		Medical & Rx		Medical & Rx
Annual Reimbursement Max			Unlimited		Unlimited		Unlimited		Unlimited		Unlimited
Advanced Specific Funding			Included		Included		Included		Included		Included
Laser Waiver at Renewal Included?			Included		Included		Included		Included		Included
Rate Cap at Renewal (Amount)			20%		20%		20%		20%		81%
Aggregate Stop Loss (ASL)	Corridor:		125%		125%		125%		135%		1076
Contract Basis			PAID/12		PAID/12		PAID/13		24/17		175%
Coverages Included			Medical & Rx		Medical & Rx		Medical & By		Modical 8. Dv		24/12
Annual Reimbursement Max			\$1,000,000		\$1,000,000		\$1,000,000		ct ood ood		Wedical & KX
Minimum Attachment			\$1,508,587		\$1.508.587		\$1 508 587		\$1,000,000		\$1,000,000
Run-in Limit			None		None		and N		195,525,15		\$1,442,411
Bates Firm With									N/A		\$216,362
					Updated Claims		Firm	Total II and the second of the	Updated Claims		Updated Claims
Mirrors Plan Document?			Yes		Yes		Yes		Yes		Yes
Fixed Costs		Enrollment	Premium	Enrollment	Premium	Enrollment	Premium	Enrollment	Premium	Furollment	Promitte
Administration (PEPM)	Composite	133	\$50.67	133	7	133	L	133	P14 01	THOMING IN	TICHIOIN
Annual Administration Premium			\$80.869		\$82 785		100	2	/B:TC¢	133	/8.Tc¢
Change from Current			20000		507,705		587,785		\$82,785		\$82,785
Descentace Change					516,15		\$1,915		\$1,915		\$1,915
יייי בייייי בייייי בייייי ביייייי ביייייי					2.4%		2.4%		2.4%		2.4%
Specific SL Premium (PEPM)	Composite	133	\$218.93	133	\$233.46	133	\$218.93	133	\$228.14	133	\$237.63
Aggregate SL Premium (PEPM)	Composite	133	\$9.52	133	\$10.00	133	\$9.57	133	100		
Annual Stop Loss Premium			\$364 609		C200 EC7	3	25.55	TOO	15.6¢	133	\$9.38
Change from Current			2001000		\$22 057		9364,609		\$379,290		\$394,229
Percentage Change					155,554		05		\$14,680		\$29,620
					0.6%		0.0%		4.0%		8.1%
Annual lotal Fixed Costs			\$445,479		\$471,351		\$447,394		\$462,074		\$477,014
Porcentana Change					\$25,873		\$1,915		\$16,596		\$31,535
ו בו בבווים אם ביווחוו אם					5.8%		0.4%		3.7%		7.1%
Claims Liability		Expected	Maximum	Expected	Maximum	Expected	Maximum	Expected	Maximum	Expected	Maximum
Expected / Maximum Claims (PEPM)	Composite	\$756.18	\$945.23	\$756.18	\$945.23	\$756.18	\$945.23	\$764.90	\$956.12	\$723.01	\$903 77
Annual Evnected / May Claime Total		44 200 000	100				:	0.00	- 10 Charles - 10		
Change from Current Experted		\$1,205,87U	1,508,587	\$1,206,870	\$1,508,587	\$1,206,870	\$1,508,587	\$1,220,773	\$1,525,967	\$1,153,929	\$1,442,411
Percentage Change					>0		20		\$13,904		(\$52,941)
					0.0%		0.0%		1.2%		-4.4%
Idial Cost		Iotal A	otal All Plans	Total A	Total All Plans	Total All Plans	Plans	Total All Plans	Plans	Total All Plans	Plans
Annual Total Expected Costs			\$1,652,348		\$1,678,221		\$1,654,263		\$1,682,848		\$1,630,943
Derrentane Change					\$25,873		\$1,915		\$30,499		(\$21,405)
			9		1.6%		0.1%		1.8%		-1.3%
Annual lotal Maximum Costs			\$1,954,066		\$1,979,938		\$1,955,981		\$1,988,041		\$1,919,425
Change from Current					\$25,873		\$1,915		\$33,975		(\$34,640)
Percentage Change					1.3%		0.1%		1.7%		-1.8%

#12.

City of Moberly City Council Agenda Summary

Agenda Number: _ Department:

Police

Date: November 15, 2021

Agenda Item: A Resolution Of The City Of Moberly, Missouri, Accepting Three Missouri

Department Of Public Safety Grant Awards And One FEMA Grant Award And Ratifying The Mayor's Signature On All Subaward Agreements.

Summary: The Moberly Police Department has received approval for four grants totaling

33,458.20 dollars. Three of the grants are for the purchase of Motorola APX8500 MOSWIN dual band radios and the fourth was for two regional active threat response trainings provided by Tactical Specialties for 40 LEO in Troop B. Moberly PD is guaranteed 8 spots, 4 per class. Each participant

receives emergency medical/trauma kit.

Recomme	nded	Actio	n
11CCOMMIC	uucu		,,,

Approve this resolution.

Fund Name:

Account Number:

Available Budget \$:

ATTACHMENTS:		Roll Call	Aye	Nay
Memo x Staff Report Correspondence	Council Minutes Proposed Ordinance x Proposed Resolution	Mayo r M S Jeffrey		
Bid Tabulation	Attorney's Report	Council Member		
P/C Recommendation	Petition	M S Brubake	er	
P/C Minutes	Contract	M S Kimmor	าร	
Application	Budget Amendment	M S Davis		
Citizen	Legal Notice	M S Kyser		
Consultant Report	Other	<u> </u>	Passed	Failed

A RESOLUTION OF THE CITY OF MOBERLY, MISSOURI, ACCEPTING THREE MISSOURI DEPARTMENT OF PUBLIC SAFETY GRANT AWARDS AND ONE FEMA GRANT AWARD AND RATIFYING THE MAYOR'S SIGNATURE ON ALL SUBAWARD AGREEMENTS.
WHEREAS , the Moberly Police Department applied for various grants and were awarded the following grants:
Department of Homeland Security (awarded through the Missouri Department of Public Safety), Award #EMW-2021-SS-00038-60 in the amount of \$19,400.00.
Award #EMW-2021-SS-00038-42 in the amount of \$4,778.60.
Award #EMW-2021-SS-00038-57 in the amount of \$4,778.60.
FEMA (awarded through the Mark Twain Regional Council of Governments), Award #EMW-2021-SS-00038-03-06 in the amount of \$4,501.80.
WHEREAS, each grant award is subject to a Subaward Agreement (attached) which must be executed by the Mayor within time parameters which made it impossible to obtain a Resolution prior to signature; and
WHEREAS , city staff recommends the acceptance of the grant awards and ratification of the Mayor's signature thereon.
NOW, THEREFORE, BE IT RESOLVED this 15th day of November, 2021, by the City of Moberly, Missouri, that the four grant awards described herein are accepted; and
BE IT FURTHER RESOLVED , that the Mayor's signature on each Subaward Agreement attached hereto is hereby ratified and city staff and the Mayor are hereby authorized to take such other and further actions as may be necessary to successfully obtain the grant funds.
Presiding Officer
ATTEST: Shannon Hance, City Clerk

RESOLUTION NO._____

BILL NO.____

MICHAEL L. PARSON Governor

SANDRA K. KARSTEN
Director



Lewis & Clark State Office Bldg. Mailing Address: P.O. Box 749 Jefferson City, MO 65101-0749 Telephone: 573-751-4905

Fax: 573-751-5399

STATE OF MISSOURI DEPARTMENT OF PUBLIC SAFETY OFFICE OF THE DIRECTOR

October 29, 2021

Mr. Jerry Jeffrey, Mayor Moberly Police Department 300 N. Clark Moberly, MO 65270

RE: FY 2021 State Homeland Security Program (SHSP) Law Enforcement Terrorism Prevention Activities (LETPA)
Award #EMW-2021-SS-00038-60

Dear Mr. Jeffrey:

Thank you for your recent application submission to the FY 2021 State Homeland Security Program (SHSP) Law Enforcement Terrorism Prevention Activities (LETPA). Your application has been selected for funding in the amount of \$19,400.00.

Enclosed is the FY 2021 SHSP LETPA Subaward Agreement for Moberly Police Department. The Missouri Office of Homeland Security asks you to carefully review and sign the documentation provided. By signing the Subaward Agreement and initialing each page of the Articles of Agreement and Special Conditions you are certifying your acceptance of the award conditions. Once signed and initialed, please mail the original documents to our office at the address listed above no later than November 29, 2021.

The project period of performance for this award begins September 1, 2021 and ends August 31, 2023.

A risk assessment for this award was completed in accordance with requirements from 2 CFR 200.331. Moberly Police Department received a total score of seven (7), which classifies the agency as a low risk subrecipient of noncompliance with the FY 2021 SHSP LETPA.

We look forward to working with you on this award. Should you have any questions or need additional information, do not hesitate to contact Chelsey Call at (573) 526-9203 or Chelsey.call@dps.mo.gov.

Sincerely,

Chelsey Call, Grants Supervisor Missouri Department of Public Safety Office of Homeland Security

Attachment(s): Subaward Agreement Articles of Agreement/Special Conditions

Highway Patrol • National Guard • State Emergency Management Agency • Fire Safety
Office of Homeland Security • Alcohol & Tobacco Control • Capitol Police • Gaming Commission • Veterans Commission

(550U)

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Missouri Department of Public Safety Office of Homeland Security

SUBAWARD AGREEMENT

C.	O 11100 01	i ioiiioiaiia oocaiity						
	Division of	of Grants		DATE				
SEP!	P.O. Box 7	49, Jefferson City, MO 65101		10/29/2021				
		573-526-6125 Fax: 573-526-9012	FEDERAL IDENTIFICATION		CATION	OHS CONTROL		
OMELAND SECURIT				NUMBER		NUMBER		
				EMW-2021-S	S-00038	60		
SUBRECIPIENT NA				DUNS NUMBER				
Moberly Polic	e Departme	nt		080020845				
ADDRESS								
300 N. Clark \$	St.							
CITY			STATE		ZIP CODE			
Moberly			MO		65270			
TOTAL AMOUNT C	F THE FEDERA	L AWARD	AMOUNT C	F FEDERAL FUNDS	OBLIGATED BY	THIS ACTION		
\$19,400.00			\$19,400	.00				
TOTAL AMOUNT C	F FEDERAL FU	NDS OBLIGATED TO THE SUBRECIPIENT	_	PROVED COST SHAP	RING OR MATCH	NG		
\$19,400.00			\$0					
PROJECT PERIOD	FROM	PROJECT PERIOD TO	FEDERAL AWARD DATE					
09/01/2021		08/31/2023	09/01/2021					
PROJECT TITLE			FUNDED B	Υ				
FY 2021 SHSP LETPA – Moberly PD Training			FY 202	FY 2021 Homeland Security Grant Program				
FEDERAL AWARD	ING	PASS THROUGH ENITITY	IS THIS AV	VARD R&D	INDIRECT CO	ST RATE		
AGENCY	•	MO Department of Public			YES □ N	IO 🗵		
Department of		Safety/Office of Homeland	YES □ I	NO 🗵	AMOUNT			
Homeland Se	curity	Security			7			
CATALOG OF FED	ERAL DOMESTIC	C ASSISTANCE (CFDA) NUMBER	METHOD C	F PAYMENT (Reimbu	ırsement Advan	ced)		
97.067			Reimbursement					

CONTACT INFORMATION					
OHS GRANT SPECIALIST SUBRECIPIENT PROJECT DIRECT					
NAME	NAME				
Chelsey Call	Adam Swon				
E-MAIL ADDRESS	ADDRESS (If different from above)				
Chelsey.Call@dps.mo.gov	300 N. Clark				
TELEPHONE	CITY, STATE AND ZIP CODE				
(573) 526-9203	Moberly, MO 65270				
PROGRAM MANAGER	TELEPHONE	E-MAIL ADDRESS			
Joni McCarter	(660) 651-8728	aswon@moberlypd.com			

SUMMARY DESCRIPTION OF PROJECT

The purpose of the FY 2021 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goals to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization or community, but rather, require the combined effort of the whole community. These funds are dedicated towards law enforcement terrorism prevention activities, as defined in 6 U.S.C. § 607.

AWARDING AGENCY APPROVAL		SUBRECIPIENT AUTHORIZED OFFICIAL	
TYPED NAME AND TITLE OF DPS OFFICIAL		TYPED NAME & TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL	
Sandra K. Karsten, Director		Jerry Jeffrey, Mayor	
SIGNATURE OF APPROVING DPS OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL	DATE

THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.

GRANT PROGRAM
FY 2021 State Homeland Security Grant Program

AWARD NUMBER
EMW-2021-SS-00038-60

SUBAWARD AGREEMENT

#12.

#12.

#12.

SUBRECIPIENT

Moberly Police Department

DATE
10/29/2021

ARTICLES OF AGREEMENT

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Article IV Use of DHS Seal, Logo and Flags

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Article XXXIX Disposition of Equipment Acquired Under the Federal Award Article XL DHS/OHS Specific Acknowledgements and Assurances

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Article XLIII Office of Homeland Security Special Conditions

AUTHORIZED OFFICIAL INITIALS

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Article I – Summary Description of Award

The purpose of the FY 2021 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Article II – Procurement of Recovered Materials

Subrecipients must comply with section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article III – Whistleblower Protection Act

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article IV - Use of DHS Seal, Logo and Flags

Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article V - USA Patriot Act of 2001

Subrecipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

Article VI – Universal Identifier and System of Award Management

Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article VII - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the subrecipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions

AUTHORIZED	OFFICIAL	INITIALS

			440
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Article VIII - Rehabilitation Act of 1973

Subrecipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article IX – Trafficking Victims Protection Act of 2000 (TVPA)

Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) (codified as amended by 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Article X - Terrorist Financing

Subrecipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the subrecipients to ensure compliance with the Order and laws.

Article XI - SAFECOM

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XII – Reporting Subawards and Executive Compensation

Subrecipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F. R. Part 170, Appendix A, the full text of which is incorporated here by the reference in the award terms and conditions.

Article XIII – Debarment and Suspension

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180, as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs and activities.

Article XIV - Copyright

Subrecipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including award number) to any work first produced under federal financial assistance awards.

AUTHORIZED	OFFICIAL	PINITIM

			440
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Article XV - Civil Rights Act of 1964 - Title VI

Subrecipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XVI – Best Practices for Collection and Use of Personally Identifiable Information (PII) Subrecipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article XVII – Americans with Disabilities Act of 1990

Subrecipients must comply with the requirements of Titles, I, II and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended 42 U.S.C. §§ 12101-12231), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article XVIII – Age Discrimination Act of 1975

Subrecipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XIX - Activities Conducted Abroad

Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XX – Acknowledgement of Federal Funding from DHS

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article XXI – Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any guestions.

FY 2021 State Homeland Security Grant Program AWARD NUMBER	Moberly Police Department DATE	
	D AGREEMENT OF AGREEMENT	

DHS/OHS financial assistance subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2 Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

Article XXII – Patents and Intellectual Property Rights

Subrecipients are subject to the *Bayh-Dole Act*, 35 U.S.C. § 200 et seq., unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Article XXIII – Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All subrecipients must comply with any such requirements set forth in the program NOFO.

Article XXIV - Non-Supplanting Requirement

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXV – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS/OHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS/OHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS/OHS programs.

Article XXVI – National Environmental Policy Act

Subrecipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 43 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVII - Lobbying Prohibitions

Subrecipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to the federal award or contract, including any extension, continuation, renewal, amendment, or modification.

AUTHORIZED	OFFICIAL	INITIALS

FY 2021 State Homeland Security Grant Program AWARD NUMBER	Moberly Police Department DATE	
EMW-2021-SS-00038-60 SUBAWARI	10/29/2021 D AGREEMENT	

Article XXVIII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Subrecipients must comply with the *Title V of the Civil Rights Act of 1964* (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningul-access-people-limited and additional resources on http://jwww.lep.gov.

Article XXIX - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974* (codified as amended at 15 U.S.C. § 2225).

Article XXX - Fly America Act of 1974

Subrecipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXXI – Federal Leadership on Reducing Text Messaging while Driving

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article XXXII - Federal Debt Status

All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXXIII - False Claims Act and Program Fraud Civil Remedies

Subrecipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. §§ 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXXIV - Energy Policy and Conservation Act

Subrecipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

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Article XXXV – Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX Subrecipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XXXVI - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XXXVII - Drug-Free Workplace Regulations

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 8101-8106).

Article XXXVIII - Civil Rights Act of 1968

Subrecipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XXXIX - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the subrecipient or its subsubrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313. See Article XLII, number 4.

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Article XL - DHS/OHS Specific Acknowledgements and Assurances

All subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities and staff.

- 1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS/OHS.
- 2. Subrecipients must give DHS/OHS access to, and the right to examine and copy, records, accounts and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
- 3. Subrecipients must submit timely, complete and accurate reports to the appropriate DHS/OHS officials and maintain appropriate backup documentation to support the reports.
- 4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
- 5. Recipients of federal financial assistance from DHS/OHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administrating Agencies, thirty (30) days from receipt of the *DHS Civil Rights Evaluation Tool* from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identified steps and a timeline for completing the tool. Subrecipients should request extension by emailing the request to civilrightsevaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article XLI - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funding activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding required subrecipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at:

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https://www.fema.gov/media-library/assets/documents/90195. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Project Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project, otherwise DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLII - Office of Homeland Security, Specific

By accepting this award, the subrecipient agrees:

- 1. To participate in the development and submission of their Threat and Hazard Identification and Risk Assessment (THIRA).
- 2. To utilize standard resource management concepts, such as typing inventorying, organizing and tracking resources that facilitate the identification, dispatch, deployment and recovery of their resources.
- 3. To coordinate with their stakeholders to examine how they integrate preparedness activities across disciplines, agencies, and levels of government.
- 4. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by OHS, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
- 5. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
- 6. For Contractual Services the following general requirements will be followed when subcontracting for work or services contained in this grant award:
 - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.

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- b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to OHS for review or be readily available for review prior to execution of the contract.
- 7. OHS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the contract shall, at the option of the OHS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.
- 8. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
- 9. To follow the grant program guidelines as stated in the OHS *Administrative Guide for Homeland Security Grants*, as well as the Information Bulletins released by OHS to provide important updates, clarifications and policy statements related to homeland security grant programs.
- 10. To follow requirements of the DHS Grant Programs Directorate Information Bulletins.
- 11. In the event OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.
- 12. Prior written approval from OHS is required prior to making any change to the OHS approved budget for this award.
- 13. To submit Grant Status Reports to OHS by the due dates of July 10 and January 10 throughout the grant period, which must include the status updates of the milestones achieved. Final Status Reports are due to OHS within 45 days after the end of the project period.
- 14. All items that meet the OHS definition of equipment that are purchased with Homeland Security Grant Funds must be tagged "Purchased with U.S. Department of Homeland Security Funds."
- 15. If the subrecipient is a pass-through entity, copies of signed subaward agreements are due to the OHS prior to the start of any project.

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- 16. Projects that involve changes to the natural or built environment require the completion and approval of an Environmental Historic Preservation Screening Form (EHP) prior to initiating any work on the project. Changes to the project after the approval of the EHP requires OHS review and approval. Changes to the project may require the submission and approval of an updated EHP Screening Form. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; Nation Flood Insurance Program regulation; and, any other applicable laws and Executive Orders.
- 17. The purchase of any generator requires prior approval from the OHS, documentation must clearly depict the full scope of the project and prove the equipment is a deployable resource.
- 18. Purchases from a single feasible source must have prior approval from the OHS.
- 19. Subrecipient is required to complete the 2021 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient and subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2021 NCSR will be open October 1, 2021. Each subrecipient must send verification to OHS that the NCSR has been completed no later than December 31, 2021.
- 20. Subrecipients that contract with and utilize WebEOC Emergency Management Software Juvare, must fully fuse and maintain an active connection with Missouri's State Emergency Management Agency (SEMA). This setup will allow for a more efficient resource response to Missouri communities during an emergency incident as well as allow emergency personnel to monitor events that may impact their community during an extended event. Fusion of other WebEOC accounts in Missouri will also assist in streamlining resource requests by reducing redundant entry in a local WebEOC account and then once again in the Missouri WebEOC account should the request not be able to be filled locally. Redundant data entry during an emergency can lead to time loss, data entry errors and omission of important details. This required setup will also allow SEMA Emergency Service Function (ESF) partners to monitor the use of resources throughout the state for Mutual aid needs.

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Article XLIII - Special Conditions

1. The subrecipient agency must attend and complete the FY 2021 State Homeland Security Program (SHSP) Law Enforcement Terrorism Prevention Activities (LETPA) Compliance Workshop. No claims will be reimbursed by the OHS until a member of the subrecipient has completed the Compliance Workshop.



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evyn Campbell			NAME Adam Swon		•
MAIL ADDRESS			ADDRESS (If diffe	rent from above)	
campbell@marktwain	coa.com		300 N Clark	rent nom above)	
LEPHONE	g		CITY, STATE AND	ZIP CODE	
73) 565-2203			Moberly, MO	65270	
OGRAM MANAGER			TELEPHONE	E-MAIL A	
evyn Campbell			(660) 651-87	28 aswon@)moberlypd.com
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THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH
ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS
AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.

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Article XLI Environmental Planning and Historic Preservation (EHP) Review Article XLII Office of Homeland Specific Acknowledgements and Assurances

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Article I - Summary Description of Award

The purpose of the FY 2021 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Article II - Procurement of Recovered Materials

Subrecipients must comply with section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article III – Whistleblower Protection Act

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article IV - Use of DHS Seal, Logo and Flags

Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article V - USA Patriot Act of 2001

Subrecipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

Article VI – Universal Identifier and System of Award Management

Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article VII - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the subrecipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions

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Article VIII - Rehabilitation Act of 1973

Subrecipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article IX – Trafficking Victims Protection Act of 2000 (TVPA)

Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) (codified as amended by 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Article X – Terrorist Financing

Subrecipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the subrecipients to ensure compliance with the Order and laws.

Article XI - SAFECOM

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XII – Reporting Subawards and Executive Compensation

Subrecipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F. R. Part 170, Appendix A, the full text of which is incorporated here by the reference in the award terms and conditions.

Article XIII - Debarment and Suspension

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180, as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs and activities.

Article XIV - Copyright

Subrecipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including award number) to any work first produced under federal financial assistance awards.

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Article XV - Civil Rights Act of 1964 - Title VI

Subrecipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XVI – Best Practices for Collection and Use of Personally Identifiable Information (PII) Subrecipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article XVII - Americans with Disabilities Act of 1990

Subrecipients must comply with the requirements of Titles, I, II and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended 42 U.S.C. §§ 12101-12231), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article XVIII – Age Discrimination Act of 1975

Subrecipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XIX - Activities Conducted Abroad

Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XX – Acknowledgement of Federal Funding from DHS

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article XXI – Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

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DHS/OHS financial assistance subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2 Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

Article XXII – Patents and Intellectual Property Rights

Subrecipients are subject to the *Bayh-Dole Act*, 35 U.S.C. § 200 et seq., unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Article XXIII – Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All subrecipients must comply with any such requirements set forth in the program NOFO.

Article XXIV - Non-Supplanting Requirement

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXV - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS/OHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS/OHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS/OHS programs.

Article XXVI – National Environmental Policy Act

Subrecipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 43 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVII - Lobbying Prohibitions

Subrecipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to the federal award or contract, including any extension, continuation, renewal, amendment, or modification.

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Article XXVIII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Subrecipients must comply with the Title V of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidancepublished-help-department-supported-organizations-provide-meaningul-access-people-limited and additional resources on http://jwww.lep.gov.

Article XXIX - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974 (codified as amended at 15 U.S.C. § 2225).

Article XXX - Fly America Act of 1974

Subrecipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXXI – Federal Leadership on Reducing Text Messaging while Driving

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article XXXII - Federal Debt Status

All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXXIII - False Claims Act and Program Fraud Civil Remedies

Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXXIV - Energy Policy and Conservation Act

Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

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Article XXXV – Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XXXVI - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XXXVII - Drug-Free Workplace Regulations

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 8101-8106).

Article XXXVIII - Civil Rights Act of 1968

Subrecipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XXXIX - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the subrecipient or its subsubrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313. See Article XLII, number 4.



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Article XL - DHS/OHS Specific Acknowledgements and Assurances

All subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities and staff.

- 1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS/OHS.
- 2. Subrecipients must give DHS/OHS access to, and the right to examine and copy, records, accounts and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
- 3. Subrecipients must submit timely, complete and accurate reports to the appropriate DHS/OHS officials and maintain appropriate backup documentation to support the reports.
- 4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
- 5. Recipients of federal financial assistance from DHS/OHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administrating Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identified steps and a timeline for completing the tool. Subrecipients should request extension by emailing the request to civilrightsevaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article XLI – Environmental Planning and Historic Preservation (EHP) Review
DHS/FEMA funding activities that may require an EHP review are subject to the FEMA Environmental
Planning and Historic Preservation (EHP) review process. This review does not address all federal, state,
and local requirements. Acceptance of federal funding required subrecipient to comply with all federal,
state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at:

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https://www.fema.gov/media-library/assets/documents/90195. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Project Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project, otherwise DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLII - Office of Homeland Security, Specific

By accepting this award, the subrecipient agrees:

- 1. To participate in the development and submission of their Threat and Hazard Identification and Risk Assessment (THIRA).
- To utilize standard resource management concepts, such as typing inventorying, organizing and tracking resources that facilitate the identification, dispatch, deployment and recovery of their resources.
- 3. To coordinate with their stakeholders to examine how they integrate preparedness activities across disciplines, agencies, and levels of government.
- 4. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by OHS, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
- 5. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
- 6. For Contractual Services the following general requirements will be followed when subcontracting for work or services contained in this grant award:
 - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.

GRANT PROGRAM FY 2021 State Homeland Security Grant Program	SUBRECIPIENT Moberly Police Department	
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- b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to OHS for review or be readily available for review prior to execution of the contract.
- 7. OHS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the contract shall, at the option of the OHS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.
- 8. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
- 9. To follow the grant program guidelines as stated in the OHS *Administrative Guide for Homeland Security Grants*, as well as the Information Bulletins released by OHS to provide important updates, clarifications and policy statements related to homeland security grant programs.
- 10. To follow requirements of the DHS Grant Programs Directorate Information Bulletins.
- 11. In the event OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.
- 12. Prior written approval from OHS is required prior to making any change to the OHS approved budget for this award.
- 13. To submit Grant Status Reports to OHS by the due dates of July 10 and January 10 throughout the grant period, which must include the status updates of the milestones achieved. Final Status Reports are due to OHS within 45 days after the end of the project period.
- 14. All items that meet the OHS definition of equipment that are purchased with Homeland Security Grant Funds must be tagged "Purchased with U.S. Department of Homeland Security Funds."
- 15. If the subrecipient is a pass-through entity, copies of signed subaward agreements are due to the OHS prior to the start of any project.

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- 16. Projects that involve changes to the natural or built environment require the completion and approval of an Environmental Historic Preservation Screening Form (EHP) prior to initiating any work on the project. Changes to the project after the approval of the EHP requires OHS review and approval. Changes to the project may require the submission and approval of an updated EHP Screening Form. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; Nation Flood Insurance Program regulation; and, any other applicable laws and Executive Orders.
- 17. The purchase of any generator requires prior approval from the OHS, documentation must clearly depict the full scope of the project and prove the equipment is a deployable resource.
- 18. Purchases from a single feasible source must have prior approval from the OHS.
- 19. Subrecipient is required to complete the 2021 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient and subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2021 NCSR will be open October 1, 2021 and must be completed by each subrecipient no later than December 31, 2021.
- 20. Subrecipients that contract with and utilize WebEOC Emergency Management Software Juvare, must fully fuse and maintain an active connection with Missouri's State Emergency Management Agency (SEMA). This setup will allow for a more efficient resource response to Missouri communities during an emergency incident as well as allow emergency personnel to monitor events that may impact their community during an extended event. Fusion of other WebEOC accounts in Missouri will also assist in streamlining resource requests by reducing redundant entry in a local WebEOC account and then once again in the Missouri WebEOC account should the request not be able to be filled locally. Redundant data entry during an emergency can lead to time loss, data entry errors and omission of important details. This required setup will also allow SEMA Emergency Service Function (ESF) partners to monitor the use of resources throughout the state for Mutual aid needs.

#12.

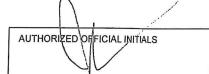
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GRANT PROGRAM FY 2021 State Homeland Security Grant Program	SUBRECIPIENT Moberly Police Department

Article XLIII - Special Conditions

#12.

GRANT PROGRAM	SUBRECIPIENT
FY 2021 State Homeland Security Grant Program	Moberly Police Department
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Article XLIV - Mark Twain Regional COG Special Conditions



MICHAEL L. PARSON Governor

SANDRA K. KARSTEN
Director



Lewis & Clark State Office Bldg. Mailing Address: P.O. Box 749 Jefferson City, MO 65101-0749 Telephone: 573-751-4905

Fax: 573-751-5399

STATE OF MISSOURI DEPARTMENT OF PUBLIC SAFETY OFFICE OF THE DIRECTOR

October 22, 2021

Mr. Jerry Jefferey, Mayor Moberly Police Department 300 N. Clark St. Moberly, MO 65270

RE: FY 2021 State Homeland Security Program (SHSP) Counter Terrorism Officer (CTO) Equipment Grant Award #EMW-2021-SS-00038-42

Dear Mr. Jefferey:

Thank you for your recent application submission to the FY 2021 State Homeland Security Program (SHSP) Counter Terrorism Officer (CTO) Equipment Grant. Your application has been selected for funding in the amount of \$4,778.60.

Enclosed is the FY 2021 SHSP CTO Equipment Grant Subaward Agreement for Moberly Police Department. The Missouri Office of Homeland Security asks you to carefully review and sign the documentation provided. By signing the Subaward Agreement and initialing each page of the Articles of Agreement and Special Conditions you are certifying your acceptance of the award conditions. Once signed and initialed, please mail the original documents to our office at the address listed above no later than November 22, 2021.

The project period of performance for this award begins September 1, 2021 and ends August 31, 2022.

A risk assessment for this award was completed in accordance with requirements from 2 CFR 200.331. Moberly Police Department received a total score of seven (7), which classifies the agency as a low risk subrecipient of noncompliance with the FY 2021 SHSP CTO Equipment Grant.

We look forward to working with you on this award. Should you have any questions or need additional information, do not hesitate to contact Chelsey Call at (573) 526-9203 or Chelsey.call@dps.mo.gov.

Sincerely,

Joni McCarter, Grants Program Manager Missouri Department of Public Safety Office of Homeland Security

Attachment(s): Subaward Agreement Articles of Agreement/Special Conditions

Missouri Department of Public Safety Office of Homeland Security **Division of Grants**

SUBAWARD AGREEMENT

DATE

METHOD OF PAYMENT (Reimbursement - Advanced)

Reimbursement

P.O. Box 749, Jefferson City, MO 65101			10/22/2021			
Honer was to but		e: 573-526-6125 Fax: 573-526-9012	and of continued and the same desired	FEDERAL IDENTIFI NUMBER	CATION	OHS CONTROL NUMBER
				EMW-2021-SS	S-00038	42
SUBRECIPIENT NAM				DUNS NUMBER		
Moberly Police	Departme	ent		080020845		
ADDRESS						
300 N. Clark St.						
CITY			STATE		ZIP CODE	
Moberly			MO		65270	
TOTAL AMOUNT OF T	THE FEDERA	L AWARD	AMOUNT OF	F FEDERAL FUNDS	DBLIGATED BY TH	IS ACTION
\$4,778.60			\$4,778.6	0		
TOTAL AMOUNT OF F	EDERAL FUI	NDS OBLIGATED TO THE SUBRECIPIENT		ROVED COST SHAR	ING OR MATCHING	3
\$4,778.60			\$0			
PROJECT PERIOD FR	OM	PROJECT PERIOD TO	FEDERAL AV	WARD DATE		
09/01/2021		08/31/2022	09/01/202	21		
PROJECT TITLE			FUNDED BY		•	
FY 2021 SHSP (CTO - N	loberly Police Department	FY 2021	Homeland Sec	urity Grant Pr	ogram
FEDERAL AWARDING		PASS THROUGH ENITITY	IS THIS AWA	ARD R&D	INDIRECT COST	RATE
AGENCY		MO Department of Public			YES NO	\boxtimes
Department of		Safety/Office of Homeland	YES □ N	0 ⊠	AMOUNT	
Homeland Secur	ity	Security				

CONTACT INFORMATION			
OHS GRANT SPECIALIST	SUBRECIPI	ENT PROJECT DIRECTOR	
NAME	NAME		
Chelsey Call	Adam Swon		
E-MAIL ADDRESS	ADDRESS (If different from above)		
Chelsey.Call@dps.mo.gov	300 N. Clark		
TELEPHONE	CITY, STATE AND ZIP CODE		
(573) 526-9203	Moberly, MO 65270	,	
PROGRAM MANAGER	TELEPHONE	E-MAIL ADDRESS	
Joni McCarter	(660) 263-0346	aswon@moberlypd.com	

SUMMARY DESCRIPTION OF PROJECT

97.067

The purpose of the FY 2021 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goals to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization or community, but rather, require the combined effort of the whole community. These funds are dedicated towards equipment purchases for agency's employing a member of the Missouri Office of Homeland Security Counter Terrorism Officer Program. Counter Terrorism Officers are specially trained officers of local law enforcement agencies that provide a level of expertise to their agency and community with regards to terrorism prevention, response, and mitigation.

Funding for this project will be utilized for the purchase of a mobile radio.

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER

AWARDING AGENCY APPROVAL		SUBRECIPIENT AUTHORIZED OFFICIAL
TYPED NAME AND TITLE OF DPS OFFICIAL		TYPED NAME & TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL
Sandra K. Karsten, Director		Jerry Jefferey, Mayler (
SIGNATURE OF APPROVING DPS OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED DATE 10/2/6/2

GRANT PROGRAM FY 2021 State Homeland Security Grant Program	SUBRECIPIENT Moberly Police Department
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THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.

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Article XLII	Office of Homeland Specific Acknowledgements and Assurances
Article XI III	Office of Homeland Security Special Conditions

AUTHORIZED OFFICIAL

Office of Homeland Security Special Conditions

Article XLII Article XLIII

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Article I - Summary Description of Award

The purpose of the FY 2021 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Article II - Procurement of Recovered Materials

Subrecipients must comply with section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article III - Whistleblower Protection Act

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article IV - Use of DHS Seal, Logo and Flags

Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article V - USA Patriot Act of 2001

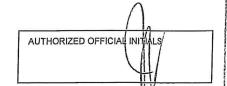
Subrecipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

Article VI – Universal Identifier and System of Award Management

Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article VII - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the subrecipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions



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Article VIII - Rehabilitation Act of 1973

Subrecipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article IX – Trafficking Victims Protection Act of 2000 (TVPA)

Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) (codified as amended by 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Article X - Terrorist Financing

Subrecipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the subrecipients to ensure compliance with the Order and laws.

Article XI - SAFECOM

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XII – Reporting Subawards and Executive Compensation

Subrecipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F. R. Part 170, Appendix A, the full text of which is incorporated here by the reference in the award terms and conditions.

Article XIII - Debarment and Suspension

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180, as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs and activities.

Article XIV - Copyright

Subrecipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including award number) to any work first produced under federal financial assistance awards.

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Article XV - Civil Rights Act of 1964 - Title VI

Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XVI – Best Practices for Collection and Use of Personally Identifiable Information (PII) Subrecipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article XVII - Americans with Disabilities Act of 1990

Subrecipients must comply with the requirements of Titles, I, II and III of the Americans with Disabilities Act. Pub. L. No. 101-336 (1990) (codified as amended 42 U.S.C. §§ 12101-12231), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article XVIII – Age Discrimination Act of 1975

Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seg.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XIX - Activities Conducted Abroad

Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XX – Acknowledgement of Federal Funding from DHS

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases. requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article XXI - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

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DHS/OHS financial assistance subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2 Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

Article XXII – Patents and Intellectual Property Rights

Subrecipients are subject to the *Bayh-Dole Act*, 35 U.S.C. § 200 et seq., unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Article XXIII – Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All subrecipients must comply with any such requirements set forth in the program NOFO.

Article XXIV - Non-Supplanting Requirement

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXV – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS/OHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS/OHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS/OHS programs.

Article XXVI – National Environmental Policy Act

Subrecipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 43 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVII - Lobbying Prohibitions

Subrecipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to the federal award or contract, including any extension, continuation, renewal, amendment, or modification.

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Article XXVIII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Subrecipients must comply with the *Title V of the Civil Rights Act of 1964* (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningul-access-people-limited and additional resources on http://jwww.lep.gov.

Article XXIX - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974* (codified as amended at 15 U.S.C. § 2225).

Article XXX - Fly America Act of 1974

Subrecipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXXI - Federal Leadership on Reducing Text Messaging while Driving

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article XXXII - Federal Debt Status

All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXXIII - False Claims Act and Program Fraud Civil Remedies

Subrecipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. §§ 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXXIV - Energy Policy and Conservation Act

Subrecipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.



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Article XXXV – Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XXXVI - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XXXVII - Drug-Free Workplace Regulations

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 8101-8106).

Article XXXVIII - Civil Rights Act of 1968

Subrecipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XXXIX - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the subrecipient or its subsubrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313. See Article XLII, number 4.



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Article XL – DHS/OHS Specific Acknowledgements and Assurances

All subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities and staff.

- 1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS/OHS.
- 2. Subrecipients must give DHS/OHS access to, and the right to examine and copy, records, accounts and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
- 3. Subrecipients must submit timely, complete and accurate reports to the appropriate DHS/OHS officials and maintain appropriate backup documentation to support the reports.
- 4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
- 5. Recipients of federal financial assistance from DHS/OHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administrating Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identified steps and a timeline for completing the tool. Subrecipients should request extension by emailing the request to civilrightsevaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article XLI – Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funding activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding required subrecipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at:

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https://www.fema.gov/media-library/assets/documents/90195. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Project Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project, otherwise DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLII - Office of Homeland Security, Specific

By accepting this award, the subrecipient agrees:

- 1. To participate in the development and submission of their Threat and Hazard Identification and Risk Assessment (THIRA).
- 2. To utilize standard resource management concepts, such as typing inventorying, organizing and tracking resources that facilitate the identification, dispatch, deployment and recovery of their resources.
- 3. To coordinate with their stakeholders to examine how they integrate preparedness activities across disciplines, agencies, and levels of government.
- 4. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by OHS, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
- 5. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
- 6. For Contractual Services the following general requirements will be followed when subcontracting for work or services contained in this grant award:
 - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.

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- b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to OHS for review or be readily available for review prior to execution of the contract.
- 7. OHS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the contract shall, at the option of the OHS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.
- 8. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
- To follow the grant program guidelines as stated in the OHS Administrative Guide for Homeland Security Grants, as well as the Information Bulletins released by OHS to provide important updates, clarifications and policy statements related to homeland security grant programs.
- 10. To follow requirements of the DHS Grant Programs Directorate Information Bulletins.
- 11. In the event OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.
- 12. Prior written approval from OHS is required prior to making any change to the OHS approved budget for this award.
- 13. To submit Grant Status Reports to OHS by the due dates of July 10 and January 10 throughout the grant period, which must include the status updates of the milestones achieved. Final Status Reports are due to OHS within 45 days after the end of the project period.
- 14. All items that meet the OHS definition of equipment that are purchased with Homeland Security Grant Funds must be tagged "Purchased with U.S. Department of Homeland Security Funds."
- 15. If the subrecipient is a pass-through entity, copies of signed subaward agreements are due to the OHS prior to the start of any project.

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- 16. Projects that involve changes to the natural or built environment require the completion and approval of an Environmental Historic Preservation Screening Form (EHP) prior to initiating any work on the project. Changes to the project after the approval of the EHP requires OHS review and approval. Changes to the project may require the submission and approval of an updated EHP Screening Form. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; Nation Flood Insurance Program regulation; and, any other applicable laws and Executive Orders.
- 17. The purchase of any generator requires prior approval from the OHS, documentation must clearly depict the full scope of the project and prove the equipment is a deployable resource.
- 18. Purchases from a single feasible source must have prior approval from the OHS.
- 19. Subrecipient is required to complete the 2021 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient and subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2021 NCSR will be open October 1, 2021. Each subrecipient must send verification to OHS that the NCSR has been completed no later than December 31, 2021.
- 20. Subrecipients that contract with and utilize WebEOC Emergency Management Software Juvare, must fully fuse and maintain an active connection with Missouri's State Emergency Management Agency (SEMA). This setup will allow for a more efficient resource response to Missouri communities during an emergency incident as well as allow emergency personnel to monitor events that may impact their community during an extended event. Fusion of other WebEOC accounts in Missouri will also assist in streamlining resource requests by reducing redundant entry in a local WebEOC account and then once again in the Missouri WebEOC account should the request not be able to be filled locally. Redundant data entry during an emergency can lead to time loss, data entry errors and omission of important details. This required setup will also allow SEMA Emergency Service Function (ESF) partners to monitor the use of resources throughout the state for Mutual aid needs.

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Article XLIII - Special Conditions

- 1. Funding for this program is on hold by DHS/FEMA. The subrecipient agency will be contacted by the OHS when this funding hold has been released and project activities can begin.
- 2. The subrecipient agency must attend and complete the FY 2021 State Homeland Security Program (SHSP) Counter Terrorism Officer (CTO) Equipment Grant Compliance Workshop. No claims will be reimbursed by the OHS until a member of the subrecipient has completed the Compliance Workshop.

MICHAEL L. PARSON Governor

SANDRA K. KARSTEN
Director



Lewis & Clark State Office Bldg. Mailing Address: P.O. Box 749 Jefferson City, MO 65101-0749 Telephone: 573-751-4905

Fax: 573-751-5399

STATE OF MISSOURI DEPARTMENT OF PUBLIC SAFETY OFFICE OF THE DIRECTOR

October 29, 2021

Mr. Jerry Jeffrey, Mayor Moberly Police Department 300 N. Clark Moberly, MO 65270

RE: FY 2021 State Homeland Security Program (SHSP) Law Enforcement Terrorism Prevention Activities (LETPA)
Award #EMW-2021-SS-00038-57

Dear Mr. Jeffrey:

Thank you for your recent application submission to the FY 2021 State Homeland Security Program (SHSP) Law Enforcement Terrorism Prevention Activities (LETPA). Your application has been selected for funding in the amount of \$4,778.60.

Enclosed is the FY 2021 SHSP LETPA Subaward Agreement for Moberly Police Department. The Missouri Office of Homeland Security asks you to carefully review and sign the documentation provided. By signing the Subaward Agreement and initialing each page of the Articles of Agreement and Special Conditions you are certifying your acceptance of the award conditions. Once signed and initialed, please mail the original documents to our office at the address listed above no later than November 29, 2021.

The project period of performance for this award begins September 1, 2021 and ends August 31, 2023.

A risk assessment for this award was completed in accordance with requirements from 2 CFR 200.331. Moberly Police Department received a total score of seven (7), which classifies the agency as a low risk subrecipient of noncompliance with the FY 2021 SHSP LETPA.

We look forward to working with you on this award. Should you have any questions or need additional information, do not hesitate to contact Chelsey Call at (573) 526-9203 or Chelsey.call@dps.mo.gov.

Sincerely,

Chelsey Call, Grants Supervisor Missouri Department of Public Safety

Office of Homeland Security

Attachment(s): Subaward Agreement Articles of Agreement/Special Conditions

Highway Patrol • National Guard • State Emergency Management Agency • Fire Safety

Office of Homeland Security • Alcohol & Tobacco Control • Capital Commission • Veterans Commission



Missouri Department of Public Safety Office of Homeland Security

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aswon@moberlypd.com

THE STATE OF THE S	Division	of Grants		DATE			
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		e: 573-526-6125 Fax: 573-526-9012		FEDERAL IDENTIF	ICATION	OHS CONTROL	
FLAND SECURIT	•			NUMBER		NUMBER	
CURRENIE VI				EMW-2021-S	S-00038	57	
SUBRECIPIENT NA				DUNS NUMBER			
Moberly Police	Departme	ent		080020845			
ADDRESS							
300 N. Clark S	t.						
CITY			STATE		ZIP CODE		
Moberly			MO		65270		
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09/01/2021		08/31/2023	09/01/2021				
PROJECT TITLE		FUNDED BY	FUNDED BY				
FY 2021 SHSP	LETPA –	Moberly PD Mobile Radio	FY 2021	FY 2021 Homeland Security Grant Program			
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Department of	••	Safety/Office of Homeland	YES □ NO ⊠ AMOUNT				
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NAME			NAME				
Chelsey Call	×		Adam Swon				
E-MAIL ADDRESS				different from above)			
Chelsey.Call@dp	s.mo.gov		300 N. Cla				
TELEPHONE				AND ZIP CODE			
(573) 526-9203			Moberly, M	1O 65270			
PROGRAM MANAGER			TELEPHONE		E-MAIL ADDRESS		

SUMMARY DESCRIPTION OF PROJECT

The purpose of the FY 2021 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goals to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization or community, but rather, require the combined effort of the whole community. These funds are dedicated towards law enforcement terrorism prevention activities, as defined in 6 U.S.C. § 607.

(660) 651-8728

AWARDING AGENCY APPROVAL		SUBRECIPIENT AUTHORIZED OFF	ICIAL		
TYPED NAME AND TITLE OF DPS OFFICIAL	TYPED NAME & TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL				
Sandra K. Karsten, Director	Jerry Jeffrey, Mayor /				
SIGNATURE OF APPROVING DPS OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL	11/01/2021		

THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD A GREENENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.

Joni McCarter

#12.

GRANT PROGRAM SUBRECIPIENT FY 2021 State Homeland Security Grant Program Moberly Police Department AWARD NUMBER DATE EMW-2021-SS-00038-57 10/29/2021

SUBAWARD AGREEMENT

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Article I - Summary Description of Award

The purpose of the FY 2021 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Article II - Procurement of Recovered Materials

Subrecipients must comply with section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article III - Whistleblower Protection Act

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article IV - Use of DHS Seal, Logo and Flags

Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article V - USA Patriot Act of 2001

Subrecipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

Article VI – Universal Identifier and System of Award Management

Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article VII - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the subrecipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions

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Article VIII - Rehabilitation Act of 1973

Subrecipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article IX – Trafficking Victims Protection Act of 2000 (TVPA)

Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) (codified as amended by 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Article X – Terrorist Financing

Subrecipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the subrecipients to ensure compliance with the Order and laws.

Article XI - SAFECOM

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XII – Reporting Subawards and Executive Compensation

Subrecipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F. R. Part 170, Appendix A, the full text of which is incorporated here by the reference in the award terms and conditions.

Article XIII - Debarment and Suspension

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180, as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs and activities.

Article XIV - Copyright

Subrecipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including award number) to any work first produced under federal financial assistance awards.

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Article XV - Civil Rights Act of 1964 - Title VI

Subrecipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XVI – Best Practices for Collection and Use of Personally Identifiable Information (PII) Subrecipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article XVII - Americans with Disabilities Act of 1990

Subrecipients must comply with the requirements of Titles, I, II and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended 42 U.S.C. §§ 12101-12231), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article XVIII – Age Discrimination Act of 1975

Subrecipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XIX - Activities Conducted Abroad

Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XX – Acknowledgement of Federal Funding from DHS

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article XXI – Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

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DHS/OHS financial assistance subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2 Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

Article XXII - Patents and Intellectual Property Rights

Subrecipients are subject to the *Bayh-Dole Act*, 35 U.S.C. § 200 et seq., unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Article XXIII - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All subrecipients must comply with any such requirements set forth in the program NOFO.

Article XXIV - Non-Supplanting Requirement

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXV - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS/OHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS/OHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS/OHS programs.

Article XXVI - National Environmental Policy Act

Subrecipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 43 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVII - Lobbying Prohibitions

Subrecipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to the federal award or contract, including any extension, continuation, renewal, amendment, or modification.

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Article XXVIII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Subrecipients must comply with the *Title V of the Civil Rights Act of 1964* (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningul-access-people-limited and additional resources on http://jwww.lep.gov.

Article XXIX - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974* (codified as amended at 15 U.S.C. § 2225).

Article XXX - Fly America Act of 1974

Subrecipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXXI – Federal Leadership on Reducing Text Messaging while Driving

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article XXXII - Federal Debt Status

All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXXIII - False Claims Act and Program Fraud Civil Remedies

Subrecipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. §§ 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXXIV - Energy Policy and Conservation Act

Subrecipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

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Article XXXV - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XXXVI - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes. regulations, or the federal financial assistance award terms and conditions.

Article XXXVII - Drug-Free Workplace Regulations

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article XXXVIII - Civil Rights Act of 1968

Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color. national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XXXIX - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the subrecipient or its subsubrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313. See Article XLII, number 4.

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Article XL - DHS/OHS Specific Acknowledgements and Assurances

All subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities and staff.

- 1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS/OHS.
- 2. Subrecipients must give DHS/OHS access to, and the right to examine and copy, records, accounts and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
- 3. Subrecipients must submit timely, complete and accurate reports to the appropriate DHS/OHS officials and maintain appropriate backup documentation to support the reports.
- 4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
- 5. Recipients of federal financial assistance from DHS/OHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administrating Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identified steps and a timeline for completing the tool. Subrecipients should request extension by emailing the request to civilrightsevaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article XLI – Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funding activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding required subrecipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at:

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https://www.fema.gov/media-library/assets/documents/90195. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Project Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project, otherwise DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLII - Office of Homeland Security, Specific

By accepting this award, the subrecipient agrees:

- 1. To participate in the development and submission of their Threat and Hazard Identification and Risk Assessment (THIRA).
- 2. To utilize standard resource management concepts, such as typing inventorying, organizing and tracking resources that facilitate the identification, dispatch, deployment and recovery of their resources.
- 3. To coordinate with their stakeholders to examine how they integrate preparedness activities across disciplines, agencies, and levels of government.
- 4. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by OHS, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
- 5. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
- 6. For Contractual Services the following general requirements will be followed when subcontracting for work or services contained in this grant award:
 - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.

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- b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to OHS for review or be readily available for review prior to execution of the contract.
- 7. OHS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the contract shall, at the option of the OHS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.
- 8. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
- 9. To follow the grant program guidelines as stated in the OHS *Administrative Guide for Homeland Security Grants*, as well as the Information Bulletins released by OHS to provide important updates, clarifications and policy statements related to homeland security grant programs.
- 10. To follow requirements of the DHS Grant Programs Directorate Information Bulletins.
- 11. In the event OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.
- 12. Prior written approval from OHS is required prior to making any change to the OHS approved budget for this award.
- 13. To submit Grant Status Reports to OHS by the due dates of July 10 and January 10 throughout the grant period, which must include the status updates of the milestones achieved. Final Status Reports are due to OHS within 45 days after the end of the project period.
- 14. All items that meet the OHS definition of equipment that are purchased with Homeland Security Grant Funds must be tagged "Purchased with U.S. Department of Homeland Security Funds."
- 15. If the subrecipient is a pass-through entity, copies of signed subaward agreements are due to the OHS prior to the start of any project.

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- 16. Projects that involve changes to the natural or built environment require the completion and approval of an Environmental Historic Preservation Screening Form (EHP) prior to initiating any work on the project. Changes to the project after the approval of the EHP requires OHS review and approval. Changes to the project may require the submission and approval of an updated EHP Screening Form. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; Nation Flood Insurance Program regulation; and, any other applicable laws and Executive Orders.
- 17. The purchase of any generator requires prior approval from the OHS, documentation must clearly depict the full scope of the project and prove the equipment is a deployable resource.
- 18. Purchases from a single feasible source must have prior approval from the OHS.
- 19. Subrecipient is required to complete the 2021 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient and subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2021 NCSR will be open October 1, 2021. Each subrecipient must send verification to OHS that the NCSR has been completed no later than December 31, 2021.
- 20. Subrecipients that contract with and utilize WebEOC Emergency Management Software Juvare, must fully fuse and maintain an active connection with Missouri's State Emergency Management Agency (SEMA). This setup will allow for a more efficient resource response to Missouri communities during an emergency incident as well as allow emergency personnel to monitor events that may impact their community during an extended event. Fusion of other WebEOC accounts in Missouri will also assist in streamlining resource requests by reducing redundant entry in a local WebEOC account and then once again in the Missouri WebEOC account should the request not be able to be filled locally. Redundant data entry during an emergency can lead to time loss, data entry errors and omission of important details. This required setup will also allow SEMA Emergency Service Function (ESF) partners to monitor the use of resources throughout the state for Mutual aid needs.

AUTHORIZED OFFICIAL INTIGALS

#12.

CD IVE DO COLOR		
GRANT PROGRAM	SUBRECIPIENT	
FY 2021 State Homeland Security Grant Program	Moberly Police Department	
AWARD NUMBER	DATE	\dashv
EMW-2021-SS-00038-57	10/29/2021	
SUBAWARD AGREEMENT		
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Article XLIII - Special Conditions

1. The subrecipient agency must attend and complete the FY 2021 State Homeland Security Program (SHSP) Law Enforcement Terrorism Prevention Activities (LETPA) Compliance Workshop. No claims will be reimbursed by the OHS until a member of the subrecipient has completed the Compliance Workshop.

#13.

City of Moberly City Council Agenda Summary

Agenda Number: _ Department:

Police

Date: November 15, 2021

Agenda Item: A Resolution Of The City Of Moberly, Missouri, Accepting A Missouri

Department Of Public Safety Award And Authorizing The Mayor To Execute

An Award Agreement.

Summary: The Moberly Police Department applied for and has received a grant in the

amount of 6,308.00 dollars from the Missouri Department of Public Safety for Officer Safety and Equipment Technology Award #2022-OSET-053. The grant monies will be used to purchase mobile data terminals (MDT) for

department patrol vehicles.

Recommended Action

Approve this resolution.

Fund Name:

Account Number:

Available Budget \$:

ATTACHMENTS:		Roll Call	Aye	Nay
Memo _x Staff Report Correspondence Bid Tabulation	Council Minutes Proposed Ordinance X Proposed Resolution Attorney's Report	Mayor M SJeffrey Council Member		
P/C Recommendation P/C Minutes Application Citizen Consultant Report	Petition Contract Budget Amendment Legal Notice Other	M S Brubaker M S Kimmons M S Davis M S Kyser	Passed	Failed

BILL NO	RESOLUTION NO
	TY OF MOBERLY, MISSOURI, ACCEPTING A F PUBLIC SAFETY AWARD AND AUTHORIZING THE WARD AGREEMENT.
•	Police Department received an award from the Missouri tified as SFY 2022 Officer Safety & Equipment Technology amount of \$6,308.00; and
WHEREAS, this award re executed by the Mayor; and	equires the execution of an Award Agreement which must be
WHEREAS, city staff rec	commends the acceptance of this award.
City of Moberly, Missouri, that the	E IT RESOLVED this 15th day of November, 2021, by the se described award is accepted and the Mayor of Moberly, execute and submit the Award Agreement on behalf of the City.
	Presiding Officer
	Tresiding Officer
ATTEST:City Clerk	

MICHAEL L. PARSON Governor

SANDRA K. KARSTEN
Director



Lewis & Clark State Office Bldg. Mailing Address: P.O. Box 749 Jefferson City, MO 65101-0749 Telephone: 573-751-4905

Fax: 573-751-5399

STATE OF MISSOURI DEPARTMENT OF PUBLIC SAFETY OFFICE OF THE DIRECTOR

November 1, 2021

Jerry Jeffrey Mayor Moberly, Police Department 300 N. Clark Street Moberly, MO 65270

RE: SFY 2022 Officer Safety and Equipment Technology (OSET) Award # 2022-OSET-053

Dear Mayor Jeffrey:

Enclosed is the SFY 2022 Officer Safety and Equipment Technology (OSET) Award Agreement in the amount of \$6,308.00. The Missouri Department of Public Safety, Criminal Justice Law Enforcement Unit, asks you to carefully review and sign the documentation provided. By signing the Award Agreement and initialing each page of the Articles of Agreement and Special Conditions you are certifying your acceptance of the award conditions. Once signed and initialed, please mail the original documents to our office at the address listed above by December 15, 2021.

The project period of performance for this award begins November 1, 2021 and ends April 30, 2022.

We look forward to working with you on this award. Should you have any questions or need additional information, do not hesitate to contact Debbie Musselman at (573) 751-5997 or Debbie.Musselman@dps.mo.gov.

Sincerely,

Michelle Branson, Grants Supervisor

hetell Bransan

Missouri Department of Public Safety

Criminal Justice/Law Enforcement Unit

Attachment(s): Award Agreement

Articles of Agreement/Special Conditions



RECIPIENT NAME

ADDRESS

Moberly

\$6,308.00

11/01/2021 PROJECT TITLE

CITY

Moberly, Police Department

300 N. Clark Street

TOTAL AMOUNT OF STATE

PROJECT PERIOD FROM

Missouri Department of Public Safety Criminal Justice/Law Enforcement Unit

P.O. Box 749, Jefferson City, MO 65101 Telephone: 573-526-1928 Fax: 573-751-5399

AWARD AGREEMENT

	DATE	,
	11/01/2021	
	Award Number	
	2022-OSET-0	53
	DUNS NUMBER	
	080020845	
STATE		ZIP CODE
MO		65270
PROJECT PERIOD	TO	
04/30/2022		
FUNDED BY		

METHOD OF PAYMENT (Reimbursement - Advanced)

SFY 22 Officer Safety and Technology (OSET)

Reimbursement

CONTACT INFORMATION			
CJ/LE GRANT CONTACT RECIPIENT PROJECT DIRECTOR			
NAME	NAME		
Debbie Musselman	Adam Swon Community Police Officer		
E-MAIL ADDRESS	ADDRESS (If different from above)		
Debbie.Musselman@dps.mo.gov	300 n Clark		
TELEPHONE	CITY, STATE AND ZIP CODE		
(573) 751-5997	MOBERLY, MO 65270		
PROGRAM MANAGER	TELEPHONE	E-MAIL ADDRESS	
Joni McCarter	(660) 263-0346	Aswon@moberlypd.com	

Missouri Department of Public Safety

SUMMARY DESCRIPTION OF PROJECT

The Officer Safety and Technology (OSET) Program provides funding to units of local government for the purpose of reducing crime and improving public safety.

AWARDING AGENCY APPROVAL		RECIPIENT AUTHORIZED OFFICIAL AP	RECIPIENT AUTHORIZED OFFICIAL APPROVAL		
TYPED NAME AND TITLE OF DPS OFFICIAL Sandra K. Karsten, Director		TYPED NAME AND TITLE OF RECIPIENT AUTHORIZED OF JETTY Jeffrey Mayor	FFICIAL		
SIGNATURE OF APPROVING DPS OFFICIAL	DATE	SIGNATURE OF RECIPIENT AUTHORIZED OFFICIAL	DATE		

THIS AWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS AWARD AGREEMENT THE RECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.

#13.

GRANT PROGRAM
SFY 2022 OSET
Moberly, Police Department

AWARD NUMBER
2022-OSET-053
DATE
11/01/2021

AWARD AGREEMENT

ARTICLES OF AGREEMENT

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Article XXXVIII Duplication of Networks

Article XXXIX Mitigation Plan

Article XL Criminal Justice/Law Enforcement Unit (CJ/LE), Specific

AWARD AGREEMENT

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Article I - Governing Directives

The Recipient assures that it shall comply, and all its subcontractors as applicable shall comply, with the applicable provisions of the "OSET Solicitation", the "DPS Financial and Administrative Guide", the "DPS Subrecipient Travel Guidelines", any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (VOCA) of 1984 (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act (JJDPA) of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women (VAWA) Act of 2013 (42 U.S.C. 13925(b)(13)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683. 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. Part 31 (U.S. Department of Justice Regulations - OJJDP Grant Programs); 28 C.F.R. Part 42 (U.S. Department of Justice Regulations - Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); Executive Order 13559 (fundamental principles and policymaking criteria for partnerships with faithbased and other neighborhood organizations); 28 C.F.R. Part 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and 28 C.F.R. Part 54 (U.S. Department of Justice Regulations - Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance), and other applicable federal and state laws, orders, circulars, or regulations.

Article II - Compliance Training

As a recipient of state funds, the Recipient is required to participate in any applicable Compliance Training hosted by the Missouri Department of Public Safety. The Compliance Training will be hosted as a webinar to provide post-award information to include, but not limited to, award acceptance, project implementation, reporting requirements, award changes, civil right compliance, monitoring responsibilities, record retention, internal controls and accounting responsibilities.

Article III - Non-Supplanting

The Recipient assures that federal and/or state funds made available under this award will not be used to supplant other federal, state, or local funds but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.

Article IV - Change in Personnel

The Recipient agrees to notify, within a timely manner, the Missouri Department of Public Safety if there is a change in or temporary absence as it affects the 'My Profile' module, 'Contact Information' component, and/or 'Budget' component within WebGrants. The notification shall be sent through the 'Subaward Adjustment' component of WebGrants as a Program Revision.

Article V - Subaward Adjustments

The Recipient understands that any deviation from the approved award must have prior approval from the Missouri Department of Public Safety. No additional funding shall be awarded to a Recipient (unless specifically notified by the Missouri Department of Public Safety of additional funding being

	#15
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SFY 2022 OSET	Moberly, Police Department
AWARD NUMBER 2022-OSET-053	DATE 11/01/2021
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awarded), but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested via the 'Subaward Adjustment' component of WebGrants.

Article VI - Monitoring

The Recipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Recipient assures that all documentation or records relating to this award shall be made available to monitoring representatives of the Missouri Department of Public Safety, the Office of Missouri State Auditor, the U.S. Department of Justice (DOJ), the DOJ Office of Inspector General, the Comptroller General of the United States, or any of their authorized representatives immediately upon request. The Recipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this award.

Article VII - Protection from Reprisal for Disclosures

The Recipient understands, pursuant to 41 U.S.C § 4712, an employee or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee or subcontractor reasonably believes is evidence of gross mismanagement of the funds under this award, a gross waste of the funds under this award, an abuse of authority relating to the funds under this award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to the funds under this award.

Article VIII - Fair Labor Standards Act: All Recipients of federal funds will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

Article IX - Employment of Unauthorized Aliens: Pursuant to Section 285.530.1 RSMo, the Recipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the Recipient shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with Sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of Section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of Section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

Article X – Relationship

The Recipient agrees that it will represent itself to be an independent Recipient offering such services to the general public and shall not represent itself or its employees to be employees of the Missouri

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GRANT PROGRAM SFY 2022 OSET	Moberly, Police Department	
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Department of Public Safety. (This provision is not applicable to the Missouri Department of Public Safety or any of its divisions or programs.) Therefore, the Recipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.

Article XI – Texting While Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Missouri Department of Public Safety encourages the Recipient to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Article XII - Computer Networks

The Recipient understands and agrees that funds awarded may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this provision limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, adjudication activities, or other law enforcement-or victim assistance-related activity.

Article XIII - Unlawful Employment Practices

The Recipient assures compliance with Section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.

Article XIV - Discrimination in Public Accommodations

The Recipient assures compliance with Section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.

Article XV - Fund Availability

The Recipient understands all awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from federal and/or state sources are not appropriated and continued at an aggregate level sufficient to cover the costs under this award, or in the event of a change in federal and/or state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

Article XVI - Release of Funds

The Recipient acknowledges no funds will be disbursed under this award until such time as all required documents are signed by the Recipient Authorized Official and Recipient Project Director and returned to the Missouri Department of Public Safety for final review and signature by the Director or his/her designee.

Article XVII - Duplicative Funding

	AWARD AGREEMENT ARTICLES OF AGREEMENT	
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GRANT PROGRAM SFY 2022 OSET	RECIPIENT Moberly, Police Department	

The Recipient agrees that if it currently has an open award of federal and/or state funds or if it receives an award of federal and/or state funds other than this award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the Recipient will promptly notify, in writing, the Missouri Department of Public Safety. If so requested and allowed by the Missouri Department of Public Safety, the Recipient shall submit an award Adjustment for a budget revision or program revision to eliminate any inappropriate duplication of funding.

Article XVIII - Allowable Costs

The Recipient understands that only allowable and approved expenditures will be reimbursed under this award. These monies may not be utilized to pay debts incurred by other activities. The Recipient agrees to obligate funds no later than the last day of the project period. (Funds are obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The Recipient also agrees to expend funds no later than the date identified in the "OSET NOFO". (Funds are considered to be expended when payment is made.) Any funds not properly obligated and/or expended will lapse. Any deviation from the approved award must have prior approval from the Missouri Department of Public Safety. The Recipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The Recipient certifies that all expendable and non-expendable property purchased funds under this award shall be used for approved project purposes only.

Article XIX - Procurement

The Recipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the Recipient assures that all procurement transactions will meet the minimum standards set forth in the "DPS Financial and Administrative Guidelines" and identified here:

- (a) All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
- (b) Purchases to a single vendor totaling less than \$10,000 may be purchased with prudence on the open market.
- (c) Purchases estimated to total between \$10,000 but less than \$100,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
- (d) Purchases with an estimated total of \$100,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
- (e) Where only one bid or positive proposal is received, it is deemed to be sole source procurement.

(f) Sole source procurement on purchases to a single vendor of \$10,000 and over requires prior approval from the Missouri Department of Public Safety.

Article XX - Buy American

The Recipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.

Article XXI - Buy Missouri

The Recipient also acknowledges Sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.

Article XXII - Compensation

The Recipient understands that federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the Recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System. (The Recipient understands it may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

Article XXIII – Suspension/Termination of Award

The Missouri Department of Public Safety reserves the right to suspend or terminate any award entered into as a result of this award at its sole discretion and without penalty or recourse by giving written notice to the Recipient of the effective date of suspension or termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Recipient under the award shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri.

In the event an award is suspended or permanently terminated, the Missouri Department of Public Safety may take action as deemed appropriate to recover any portion of the award funds remaining or an amount equal to the portion of the award funds wrongfully used.

Article XXIV – Enforceability

If a Recipient fails to comply with all applicable federal and/or state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the award, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.

Article XXV – National Incident-Based Reporting System (NIBRS), formerly Uniform Crime Reporting (UCR)

The recipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.505 RSMo which states each law enforcement agency is required to submit crime incident reports to the department of public safety on forms or in the format prescribed by the department, and submit any other crime incident information which may be required by the department of public safety.

Article XXVI - Vehicle Stops

The Recipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.650 RSMo relating to vehicle stop reporting and will remain in full compliance for the duration of the project period.

Article XXVII - Police Use of Force Transparency Act of 2021

The recipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.1268 RSMo relating to use of force incidents reporting standards and procedures, and publication of report data, analysis report.

Article XXVIII - Federal Equitable Sharing Funds

The Recipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds therefrom to the Missouri State Auditor.

Article XXIX - Custodial Interrogations

The Recipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.

Article XXX - DWI Law - Law Enforcement

The Recipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.544 RSMo relating to the "DWI Law" and has adopted a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.

Article XXXI - DWI Law – Prosecutors: The Recipient assures, where the project agency is a county prosecutor's office or municipal prosecutor's office, its county prosecutor's office or municipal prosecutor's office is in compliance with Section 43.544 RSMo relating to the "DWI Law" and has adopted a written policy to forward all charge information for intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.

Article XXXII - Data Reporting Requirements

The recipient agrees to complete and submit any data or statistical reports required for this program as outlined in the "OSET Notice of Funding Opportunity". Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the award.

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Article XXXIII - Body Armor

The Recipient understands, if monies are requested and awarded for the purchase of body armor, that JAG funds may be used to purchase body armor but may not be used as the 50% match for purposes of BJA's Bulletproof Vest Partnership (BVP) Program. Further, the Recipient understands that body armor purchased with JAG funds may be purchased at any threat level, designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Further, body armor or armor vests must also be "uniquely fitted vests". In addition, body armor purchased with JAG funds must be made in the United States.

Article XXXIV - Body Armor Policy

The Recipient understands, if monies are requested and awarded for the purchase of body armor, that the law enforcement agency must have a written "mandatory wear" policy in effect. Per the Bureau of Justice Assistance (BJA), there are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. The Recipient will be required to forward a copy of such policy to the Missouri Department of Public Safety at the time of acceptance of the award.

Article XXXV - Body-Worn Cameras

The Recipient understands, if monies are requested and awarded for the purchase of body-worn cameras, that JAG funds may be used to purchase body-worn cameras but may not be used as the 50% match for purposes of BJA's Body-Worn Camera Policy and Implementation Program (BWC Program).

Article XXXVI - Body-Worn Camera Policy

The Recipient understands, if monies are requested and awarded for the purchase of body-worn cameras, the law enforcement agency must have written policies and procedures in place related to equipment usage, data storage and access, privacy considerations, training, etc. [The Bureau of Justice Assistance (BJA) Body-Worn Camera (BWC) Toolkit, which can be found online at https://bja.ojp.gov/program/body-worn-cameras-bwcs/overview, provides model BWC policies and best practices to assist departments in implementing BWC programs.] The Recipient will be required to forward a copy of such policy(s) to the Missouri Department of Public Safety at the time of acceptance of the award.

Article XXXVII - Criminal Intelligence Systems

The Recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation.

Article XXXVIII - Duplication of Networks

The Recipient assures that all equipment/software requested and purchased under this award must be compatible with the statewide system. All software, if applicable, must be compatible with the statewide criminal records system. All communication devices, if applicable, must be capable of operating in accordance with the guidelines established by the Missouri Homeland Security Advisory Council.

Article XL - Mitigation Plan

The Recipient agrees to fully comply with the Missouri Department of Public Safety's *Mitigation Plan for Clandestine Methamphetamine Laboratory Enforcement Operations*, where such grant-funded project is for

		#13.
GRANT PROGRAM SFY 2022 OSET	Moberly, Police Department	
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a drug task force. No monies from this award may be obligated to support methamphetamine lab operations unless the Recipient agrees to this special condition and fully participates in implementation of the *Mitigation Plan*.

Article XXXIX - Criminal Justice/Law Enforcement Unit (CJ/LE), Specific By accepting this award, the Recipient agrees:

- To participate in quarterly Status Report submissions, if applicable.
 - o Quarter 1 November 1, 2021 January 31, 2022, due February 10, 2022
 - o Quarter 2 February 1, 2022 April 30, 2022, due May 10, 2022
 - o Final Status Report and Claim due May 31, 2022
- Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The Recipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by the Department of Public Safety, you must request instructions from DPS to make proper disposition of the equipment following the DPS Administrative Guide.
- Expenditures for equipment and supplies and operating expenses shall be in accordance
 with the approved budget and documentation in the form of paid bills and vouchers shall
 support each expenditure. Care shall be given to assure that all items purchased directly
 relate to the specific project objectives for which the contract was approved.
- DPS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the Recipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Recipient under the contract shall, at the option of the DPS, become property of the State of Missouri. The Recipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.
- It is understood and agreed upon that in the event funds from state and/or federal sources
 are not appropriated and continued at an aggregate level sufficient to cover the contract
 costs, or in the event of a change in federal or state laws relevant to these costs, the
 obligations of each party hereunder shall thereupon be terminated immediately upon receipt
 of written notice.
- To follow the grant program guidelines as stated in the DPS Administrative Guide for CJ/LE Grants, as well as, Information Bulletins released by the CJ/LE Unit to provide important updates, clarifications and policy statements related to the Criminal Justice/law Enforcement Unit grant programs.

	ARTICLES OF AGREEMENT		
	AWARD AGREEMENT		
AWARD NUMBER 2022-OSET-053	DATE 11/01/2021		
GRANT PROGRAM SFY 2022 OSET	RECIPIENT Moberly, Police Department		
		#	<i>‡13.</i>

- In the event DPS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the Recipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Recipient acceptance of the changes to the award.
- Prior written approval from CJ/LE is required prior to making any changes to the approved budget for this award.

#14.

City of Moberly City Council Agenda Summary

Agenda Number: Department:

Public Utilities

Date: November 15, 2021

Agenda Item: A Resolution Approving Sugar Creek Dam Leak Mitigation Phase II –

Construction Extension For Extra Construction Days And Authorizing The

City Manager To Execute The Agreement On Behalf Of The City.

Summary: The contractor has had additional construction days for the dam grout project

which has added time to the construction inspector services. This effort is

expected to cost \$21,564.

Recommended Approve the resolution for the City Manager to execute the contract

Action: agreement.

Fund Name: Capital Improvement Trust

Account Number: 304.000.5408

Available Budget \$: \$0.00 Transfer from Fund 303 (Operating Reserve)

TACHMENTS:			Roll Call	Aye	Nay
Memo	Council Minutes	Mayor			
Staff Report	Proposed Ordinance	M S_	Jeffrey		
x Correspondence	x Proposed Resolution			' <u></u> '	
Bid Tabulation	Attorney's Report	Council M	ember		
P/C Recommendation	Petition	M S	Brubaker		
P/C Minutes	Contract	м <u> </u>	Kimmons	·	
Application	Budget Amendment	м <u> </u>	 Davis		
 Citizen	Legal Notice	м <u>—</u> s			
Consultant Report	Other		,	Passed	Failed

BILL NO	RESOLUTION NO
	G AN EXTENSION OF A LETTER AGREEMENT WITH PROVIDE CONSTRUCTION INSPECTION SERVICES PROJECT.
	Orilling and Shoring is currently performing dam grouting to the extended past the projected ending date; and
	neering has been providing construction inspection services for ent approved by the city council on April 19, 2021; and
	eto is a Proposal from Jacobs to extend their construction itional days for the dam grout project at an estimated cost of
	e Moberly, Missouri, City Council hereby approves the tas recommended by city staff and authorizes the city manager alf of the City of Moberly.
RESOLVED this 15 th day Missouri.	y of November, 2021, by the Council of the City of Moberly,
	Presiding Officer at Meeting
ATTEST:	
Shannon Hance, City Clerk	

Jacobs

Stifel Tower 501 North Broadway St. Louis, MO 63102 United States T +1.314.335.4000 F +1.314.335.5104 F +1.314.335.5141 www.jacobs.com

October 22, 2021

Dana Ulmer Director of Utilities City of Moberly 101 West Reed Street Moberly, MO 65270

Subject: Sugar Creek Dam Leak Mitigation Phase II – Bidding and Construction

Extension #2 for Extra Construction Days

Dear Dana:

Jacobs Engineering Group, Inc. (Jacobs) is pleased to present our proposal to provide the City of Moberly (City) with Professional Engineering Services for a grouting program to mitigate the leakage at the Sugar Creek Lake Dam. Sugar Creek Lake is the drinking water source for the City of Moberly, and the City is currently undertaking steps to evaluate the quantity and quality of the water that the Lake can provide the City and its customers now and in the future. The Sugar Creek Dam has experienced seepage through the west abutment for over 37 years. A grouting program in 1980 reduced leakage rates from around 225 gallons per minute (gpm) down to less than 20 gpm. Since that time, the seepage rate has progressively increased.

This extension will add an additional 13 working days of construction RPR services to the existing Phase II contract. The Phase II contract included 60 working days of construction RPR services. To date, Jacobs has had 55 working days of construction RPR services.

SCOPE

Construction Phase Services. Jacobs will continue to provide Construction Phase Services, as described in the tasks below.

- A. Jacobs will provide full-time Resident Project Representative (RPR) services during the construction. The RPR will observe the progress and quality of the construction work to determine in general if the work is proceeding according to the Contract Documents. Jacobs will consult with City representatives; and maintain contact by telephone and correspondence during the course of the project.
- B. While on site, the RPR is responsible for seeing that the project is constructed in accordance with the drawings and specifications. However, Jacobs shall not be responsible for the failure

Jacobs

October 22, 2021

of the Contractor(s) to perform the work in accordance with the Contract Document or the daily quality of Contractor's work. Jacobs will not bear any responsibility or liability for defects or deficiencies in the work or for the failure to so detect. The RPR shall provide observation of the Contractor, provide field administration on the work site, and act as the focal point for communication and correspondence with the Contractor at the field level. The RPR shall:

- 1. Provide on-site administration and surveillance, as outlined herein, of the construction activities on the Project.
- 2. If the Contractor has not corrected unsatisfactory work after request of the RPR, advise City of work that remains unsatisfactory, faulty or defective or does not conform to the Contract Documents.
- 3. Receive Contractor's suggestions for modifications in drawings or specifications and report them, with comments, to the City.
- 4. While on site, keep a diary or log book, in ink, recording hours on the job site, weather conditions, labor and equipment employed on the job, the location and nature of work being performed, the progress of the work, instructions given, accidents, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures.
- 5. Advise the City, in advance, of scheduled, major tests, inspections or start of important phases of the work.
- C. At a time near substantial completion of the work, prepare and submit to the Contractor a "punchlist" of items which require correction or completion.
- D. Receive and record information as it is submitted by the Contractor regarding changes from the contract drawings made during progress of the work. Incorporate such changes on a set of contract plans to be used in preparing record drawings of the project.
- E. Except upon written instructions of City, the RPR SHALL NOT:
 - 1. Authorize any deviation from the Contract Documents or approve any substitution of materials or equipment.
 - Neither advise nor issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.
 - 3. Neither advise nor issue directions as to safety precautions and programs in connection with the work. However, if on site, Jacobs will report immediately to City upon the occurrence of any accident. Record and obtain all possible information concerning circumstances, weather, unsafe conditions, etc. Obtain pictures, if available, for the project records. This information shall be forwarded immediately to City.
 - 4. Authorize occupancy, acceptance, or conditional acceptance.

October 22, 2021

- 5. Participate in specialized field or laboratory tests, except as specifically authorized to do so by the Contract Documents.
- 6. Direct a Contractor to do work at a specific time or in a certain way unless it is an emergency that would otherwise endanger life or property.

Record Drawings and Certification of Construction Complete. Jacobs will provide record drawings for the project based on information provided by the contractor and recorded during construction. Jacobs will also certify construction complete and in accordance with MDNR approved plans and specifications as required by MDNR.

FEE PROPOSAL

Our proposed fee the work described herein is a not to exceed cost of \$21,564. This fee includes only those services outlined in our proposal. Additional services can be provided if requested by the City.

Task Order	Amount
Phase I – Design	\$43,970
Phase II – Bidding and Construction	\$78,200
Phase II Ext. 1 – Additional RPR	\$37,192
Phase II Ext. 2 – Additional RPR	\$21,564
Project Total	\$180,926

SCHEDULE

The work included will be completed by January, 2022.

ADDITIONAL CONTRACTUAL HOURLY RATES

The rates below are valid through the end of calendar year 2021.

Description	Rate
Project Manager	\$125.00
Geotechnical Engineer VI	\$165.00
RPR	\$95.00

ASSUMPTIONS / CLARIFICATIONS:

This proposal is based on the following assumptions and clarifications:

Jacobs

October 22, 2021

- 1. RPR services for this project are based on an estimated construction period of an additional 13 working days (73 total days including original 30 days and 30 days from extension 1) and 8 hours per day (Additional 104 hours, 584 hours total).
- 2. Fees include an additional 16 field hours and 24 office hours for Senior Geotechnical Engineer.
- 3. Fees also include all travel expenses.
- 4. Should the construction scope require a longer duration in the field, additional funds may be required.

This work will be performed as a modification to our existing contract with the City of Moberly, dated October 2020. We will endeavor to be as efficient as we can in performing the work, to minimize costs.

If you are in agreement, please sign both copies of this letter and return one copy to us at your convenience.

Yours faithfully

Tobin Lichti Project Manager 314.422.3336

Tobin.Lichti@Jacobs.com

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нι	นแเ	UHZ	auo	וונט	PIUC	eeu.

City of Moberly

By ______

Title _____

Date _____

Date _____

Jacobs Engineering Group, Inc.

By ______

Date _____

#15.

City of Moberly City Council Agenda Summary

Agenda Number: Department:

Public Utilities

Date: November 15, 2021

Agenda Item: A Resolution Approving A Letter Agreement With Jacobs Engineering Group

Inc For Design Of A 12" Water Line Replacement Adjacent To Tannehill Apartment Project And Authorizing The City Manager To Execute The

Agreement On Behalf Of The City.

Summary: This scope will include design of approximately 800 linear feet of 12" water

main and associated appurtenances. Includes: Preliminary Design, Final Design, Construction Bid and Construction Management. This effort is expected to cost \$39,265. The current water line rests within a congested corridor. Installation of a replacement line to the southern edge of the property allows for the apartment construction and connection to take place and for future access to the water line to pose less risk to adjacent utilities.

Recommended Approve the resolution for the City Manager to execute the contract

Action: agreement.

Fund Name: Capital Improvement Trust

Account Number: 304.000.5408

Available Budget \$: \$0.00 Transfer from Fund 303 (Operating Reserve)

TACHMENTS:		Roll Call	Aye Nay
Memo	Council Minutes	Mayor	
_ Staff Report	Proposed Ordinance	M SJeffrey	
Correspondence	x Proposed Resolution		
Bid Tabulation	Attorney's Report	Council Member	
P/C Recommendation	Petition	M S Brubaker	
P/C Minutes	Contract	M S Kimmons	<u> </u>
- Application	Budget Amendment	M S Davis	<u> </u>
_ : : Citizen	Legal Notice	M S Kyse r	
Consultant Report	Other	<u></u>	Passed Failed

BILL NO	RESOLUTION NO
LETTER AGREEMENT W	RIZING THE CITY MANAGER TO ENTER INTO A ITH JACOBS ENGINEERING GROUP, INC., FOR ERING SERVICES RELATED TO THE TANNEHILL
•	previously selected Jacobs Engineering Group, Inc. ("Jacobs") to ing services for water and sewer projects; and
professional engineering servi	ty's request Jacobs has submitted a Letter Agreement for ces to design installation of 800 linear feet of 12" water main and cent to the Tannehill Apartment Project; and
	hereto is the proposed Agreement for Professional Services the project at a cost expected to total \$39,500.00.
	E, the Moberly, Missouri, City Council hereby authorizes the City er Agreement with Jacobs consistent with the terms and costs ment.
RESOLVED this 15th Missouri.	day of November, 2021, by the Council of the City of Moberly,
	Presiding Officer at Meeting
ATTEST:	
Shannon Hance, City Clerk	

Jacobs

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St. Louis, Missouri 63102
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F +1.314.335.5104
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www.jacobs.com

October 15, 2021

Dana Ulmer
Director of Utilities
City of Moberly
101 West Reed Street
Moberly, MO 65270

Subject: Tannehill Apartments Water Main Replacement

Dear Dana:

Jacobs Engineering Group, Inc. (Jacobs) is pleased to present our proposal to provide the City of Moberly (City) with Professional Engineering Services for the design of the Tannehill Apartments Water Main Replacement Project. The project includes the design of approximately 800 linear feet of 12-inch water main and associated appurtenances. The scope of work includes the Preliminary Design Phase, Final Design Phase, Bid Phase, and Construction Management Services. An existing conditions survey, a geotechnical investigation, and construction inspection services are not included in this scope of work:

Below is a list of tasks that will be undertaken as part of this scope and assumptions:

PRELIMINARY DESIGN (90% DESIGN STAGE)

- 1. Prepare preliminary design documents consisting of preliminary drawings, and technical specifications. Preliminary design drawings would be prepared which best meet the objectives of the City for indicating the proposed location and size, in plan and profile view, of the elements of the project in relation to existing conditions. Preliminary design drawings would be prepared at a horizontal and vertical scale to provide sufficient accuracy for scaling on 22" x 34" or 24" x 36" sheets.
- 2. Based on the information contained in the preliminary design documents, submit a preliminary opinion of probable construction cost and updated project schedule.
- 3. The Preliminary Drawings, Technical Specifications in CSI format, Opinion of Probable Construction Cost (OPCC), and updated project schedule will be issued to the City for review and comment. A review meeting to discuss the Preliminary Design submittal and obtain City comments will be conducted. Based on this review meeting the drawings and technical specifications will continue to be developed.



October 15, 2021

Subject: Tannehill Apartments Water Main Replacement

FINAL DESIGN PHASE (100% DESIGN SUBMITTAL)

- 1. Based on the accepted Preliminary Design documents, Jacobs will prepare for incorporation in the Contract Documents; final drawings (detailed to show the character and elements of the project to be constructed by the contractor on the project), technical specifications, and an OPCC. The front-end construction contract bidding documents will be consistent with other City projects which the City will provide an electronic copy as a template. Furnish up to 5 copies of the aforementioned deliverables.
- Upon completion of the 100% Design Documents, Jacobs will develop the application and the submittal package to Missouri Department of Natural Resources for a Construction Permit. We do not anticipate that permits will be required from other agencies. Submittals to MDNR will be made at the 100% Design Stage as well.

BIDDING PHASE

- 1. Prepare a Bid Advertisement for the City to publish.
- Jacobs will furnish bid documents to Plan Rooms and perspective Bidders in accordance with the City's purchasing procedures. Collect and retain fees from perspective Bidders sufficient to cover the related costs. Provide the City with up to 4 copies of the Bid Documents.
- Conduct a pre-bid meeting at City Hall.
- 4. Manage the plan holder's list.
- Assist the City in responding to questions from potential bidders during the Bid period and prepare addenda, as required.
- 6. Prepare the final engineers' estimate of probable construction cost
- 7. Attend the bid opening. Review the bids and provide the City with a recommendation for award along with a bid tabulation.
- 8. Assist the City with Contract related efforts including the execution of the Contract Documents. Provide up to 8 copies of the Contract Documents to prospective bidders.

CONSTRUCTION PHASE

1. Shop drawing review for submittals during the construction period. Review detailed construction drawings and shop drawings, samples and other information submitted by Contractors, for conformance with the design concept and the concept of the information given in the Contract Documents. Such data will be recommended for approval, returned for revision, or rejected. This task includes the checking of shop and mill test reports of materials and equipment. Such review and recommendation shall not extend to means,

Jacobs

October 15, 2021

Subject: Tannehill Apartments Water Main Replacement

methods, sequences, techniques or procedures of construction, or to safety precautions and programs incident thereto as such are the responsibility of the Construction Contractor.

- 2. Respond to the contractor's RFIs (Request for Information). Scope includes responses of up to five RFIs.
- 3. Receive and record information as it is submitted by the Contractor regarding changes from the contract drawings made during progress of the work. Incorporate such changes on a set of contract plans to be used in preparing record drawings of the project.
- 4. Record Drawings and Certification of Construction Complete. Jacobs will provide record drawings for the project based on information provided by the contractor and recorded during construction. Jacobs will also certify construction is complete and in accordance with MDNR approved plans and specifications as required by MDNR.

FEE PROPOSAL AND SCHEDULE

Our proposed fee the work described herein is a lump sum cost of \$39,265. This fee includes only those services outlined in our proposal. Additional services can be provided if requested by the City. An approximate breakdown of fee is presented below.

Task	Completion Duration	Associated Fee
Existing Conditions Survey	Not Included	Not Included
Design Phase	90 days	\$25,658
Bid Phase	60 days	\$3,584
Construction Phase	120 days	\$8,923
Direct Costs (Travel, Printing)		\$1,100

ASSUMPTIONS / CLARIFICATIONS

This scope of work is based on the following assumptions and clarifications:

- 1. The existing topographic survey provided by A Civil Group is assumed to be adequate for producing plan and profile drawings for the water mains.
- The City will obtain any required easements and easement descriptions.
- 3. Wetland delineation and mitigation services are not included.
- 4. Any fees required to obtain construction approval/permits from MDNR or any other agency will be paid by the City.
- 5. Two (2) sets of record drawings and an electronic media device with both pdf and Auto CAD files will be provided.

Jacobs

October 15, 2021

Subject: Tannehill Apartments Water Main Replacement

- 6. Jacobs will provide distribution of the plans and specifications to prospective bidders. Cost for reproduction and shipping of plans and specifications to prospective bidders is not included in the not to exceed cost and will be charged to the prospective bidder.
- 7. Jacobs will not provide field inspection services for the project.
- 8. Jacobs will not produce a punch list associated with final acceptance of the construction of the proposed improvements.

This work will be performed under the Master Services Agreement dated October 5, 2020. If you have any questions, please let me know.

Thank you for the opportunity to continue our long standing support of the City.

Very truly yours,

Tobin Lichti
Project Manager
314.422.3336

Tobin.Lichti@Jacobs.com

Authorization to Proceed:

City of Moberly Jacobs Engineering Group, Inc.

By ______ By_____

Title ______ Title _____

Date _____

286

#16.

City of Moberly City Council Agenda Summary

Agenda Number: Department:

Public Utilities

Date: November 15, 2021

Agenda Item: A Resolution Approving A Letter Agreement With Jacobs Engineering Group

Inc For Performing A Tracer Study At The Water Treatment Plant

Authorizing The City Manager To Execute The Agreement On Behalf Of The

City.

Summary: This scope will include Work Planning and Protocol Development, Tracer

Testing, Data Analysis and delivery of a Final Report and Recommendations.

The Tracer testing will provide a basis for performing calculations for

disinfection credit as required by Missouri Department of Natural Resources.

Estimated cost for this effort is \$56,036.

Recommended Approve the resolution for the City Manager to execute the contract

Action: agreement.

Fund Name: Capital Improvement Trust

Account Number: 304.000.5408

Available Budget \$: \$0.00 Transfer from Fund 303 (Operating Reserve)

TACHMENTS:		Roll Call	Aye	Nay
Memo Staff Report x Correspondence	Council Minutes Proposed Ordinance x Proposed Resolution	Mayor M SJeffrey		
<u>x</u> Correspondence Bid Tabulation	Attorney's Report	Council Member		
P/C Recommendation	Petition	M S Brubaker		
P/C Minutes	Contract	M S Kimmons		
Application	Budget Amendment	M S Davis		
_ Citizen	Legal Notice	M S Kyser		
_ Consultant Report	Other		Passed	Failed

BILL NO	RESOLUTION NO
A RESOLUTION AUTHORIZING THE CLETTER AGREEMENT WITH JACOBS PROFESSIONAL ENGINEERING SERVITHE WATER TREATMENT PLANT.	
WHEREAS, the City previously sele provide professional engineering services for	ected Jacobs Engineering Group, Inc. ("Jacobs") to water and sewer projects; and
professional engineering services to do Trace	cobs has submitted a Letter Agreement for er Testing which will provide a basis for performing by the Missouri Department of Natural Resources;
submitted by Jacobs outlining the project for	roposed Agreement for Professional Services work planning, protocol development, tracer report and recommendations at a cost estimated to
· · · · · · · · · · · · · · · · · · ·	Missouri, City Council hereby authorizes the City with Jacobs consistent with the terms and costs
RESOLVED this 15th day of Novem Missouri.	nber, 2021, by the Council of the City of Moberly,
	Presiding Officer at Meeting
ATTEST:	
Shannon Hance, City Clerk	

Jacobs

Stifel Tower
501 North Broadway
St. Louis, Missouri 63102
United States
T +1.314.335.4000
F +1.314.335.5104
F +1.314.335.5141
www.jacobs.com

October 22, 2021

Dana Ulmer Public Utilities Director City of Moberly 101 West Reed Street Moberly, MO 65270

Subject: Moberly WTP Tracer Study

Dear Dana:

Jacobs Engineering Group, Inc. (Jacobs) is pleased to present our proposal to provide the City of Moberly (City) with Professional Engineering Services a tracer study at the Moberly Water Treatment Plant (WTP). In order to meet the requirements of the Missouri Department of Natural Resources, the City of Moberly is interested in conducting a tracer study at the Moberly Water Treatment Plant (WTP). The tracer tests will provide a basis for performing calculations for disinfection credit as required by the Missouri Department of Natural Resources (MDNR). Requirements for tracer testing is contained in the *Missouri Guidance Manual for Surface Water System Treatment Requirements*, 1992.

Tasks identified to deliver this project include:

- Task 1 Work Planning and Protocol Development
- Task 2 Conduct Tracer Testing
- Task 3 Data Analysis
- Task 4 Report Preparation and Meetings

Task 1 – Work Planning and Protocol Development

Jacobs will meet with the City to develop a testing program that meets the requirements of the *Missouri Guidance Manual for Surface Water System Treatment Requirements*, 1992. The protocol will outline the laboratory procedures, sampling procedures, dosing requirements, chemical needs and staffing requirements to complete the testing, as well as the proposed methods for data compilation and analysis.

Jacobs will attend one meeting with the City and MDNR to discuss the tracer testing approach and will modify the protocols, if needed, as directed by City.

Task 1 deliverables include:

- Tracer testing protocols
- Chemical equipment requirements



October 22, 2021

Subject: Moberly WTP Tracer Study

- Estimated staffing requirements
- Work plan regulatory review meeting and meeting summary

Task 2 – Conduct Tracer Testing

It is anticipated that the tracer testing will be completed over a two day time frame during February 2022. Each contactor will have a tracer chemical (at this time it is expected to be fluoride) added to it in a step-input manner. The concentration of the chemical will be recorded at existing sampling points located within the contactors. The sampling will be conducted over a period approximately three times the theoretical detention time in order to capture the full profile of the tracer addition. Both Jacobs and City staff will be involved in the sampling and collection of data during this period.

Jacobs responsibilities during the tracer testing will include:

- Overall oversight and responsibility of conducting the tracer study. The Jacobs PM will be onsite for the start of the testing and be available throughout testing should any issues arise.
- Recording field conditions (contactor in use, flowrates, temperature, testing start and stop times, etc)
- Recording sampling data and frequencies
- Verifying calculations on chemical dosing rates as they pertain to the contactor flowrates
- Assisting with sample collection

The City will have the following responsibilities before and during the tracer testing:

- Procurement of tracer chemical and necessary equipment
- Verifying calibration of all field instruments that will be used during testing. These include flow meters and chemical metering pumps
- Operation of chemical feed equipment
- Operation of plant valves to obtain proper flowrate within contactors
- Assisting with sample collection
- Sample analysis and reporting
- Supplying all sampling collection equipment

Task 2 deliverables include:

- Summary of field testing notes by Jacobs
- Calibration verification records of flow meters and chemical pumps by the City

Task 3 – Data Analysis

Task 3 will consist of analysing the data to evaluate the T10 of the filters and each clearwell. Each contactor will be evaluated at two flow conditions which correspond to the historical typical and maximum flowrates through the plant. The analysis will include the calculation of T10 for the individual segments within the plant (from sampling point to sampling point, for calculating disinfection credit) and the overall T10 for the plant. The data will be compiled in electronic format for future use by the City.



October 22, 2021

Subject: Moberly WTP Tracer Study

Step input curves (F-curve) will be developed for each of the segments analysed and submitted to PVWC for review. We anticipate having an on-site meeting with the City to discuss the preliminary analyses of the data.

Task 3 deliverables include:

- Step input curves for each segment of the WTP
- Electronically-compiled field sampling results
- Preliminary data review meeting summary

Task 4 – Report Preparation and Final Meetings

After completion of Tasks 1 through 3, the information will be compiled into Tracer Study Testing Report, which will contain all of the information used to develop the T10 for the Plant. The report will be suitable to submission to MDNR and will be signed and sealed by a Missouri Professional Engineer.

Jacobs will submit up to 5 copies of the draft report for review by the City. We will have a draft report review meeting to obtain comments from City. Jacobs will incorporate the comments into the document and prepare the final report.

Jacobs will also attend a meeting with the City and the MDNR to discuss the final report.

Task 4 deliverables will include:

- Draft report
- Final report

FEE PROPOSAL

Our proposed fee the work described herein is a lump sum cost of \$56,036. This fee includes only those services outlined in our proposal. Additional services can be provided if requested by the City. An approximate breakdown of fee is presented below.

Task	Fee
1. Work Planning and Protocol Development	\$12,200
2. Tracer Testing	\$7,000
3. Data Analysis	\$17,843
4. Report Preparations and Meetings	\$17,843
Direct Costs (Travel and Printing)	\$1,150

3



October 22, 2021

Subject: Moberly WTP Tracer Study

SCHEDULE

Schedule assumes NTP by December 1, 2021

Task	Completion Date
1. Work Planning and Protocol Development	1/14/22
2. Tracer Testing	2/14/22
3. Data Analysis	4/14/22
4. Report Preparations and Meetings	6/14/22

This work will be performed under the Master Services Agreement dated October 5, 2020. If you have any questions, please let me know.

Thank you for the opportunity to continue our long standing support of the City.

Very truly yours,

Tobin Lichti Project Manager 314.422.3336

Tobin.Lichti@Jacobs.com

Authorization to Proceed:

City of Moberly Jacobs Engineering Group, Inc.

By_____

Title ______ Title _____

Date _____

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4

City of Moberly City Council Agenda Summary

Agenda Number:
Department: City Clerk
November 15, 2021

Agenda Item: A Resolution Appropriating Money Out Of The Treasury Of The City Of

Moberly, Missouri.

Summary: Appropriation Resolution.

Recommended

Action: Please approve this Resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

TACHMENTS:			Roll Call	Aye	Nay
Memo	Council Minutes	Mayor			
Staff Report	Proposed Ordinance	M S	Jeffrey		
Correspondence	x Proposed Resolution				
Bid Tabulation	Attorney's Report	Council M	lember		
P/C Recommendation	Petition	M S	Brubaker		
P/C Minutes	Contract	M S	Kimmons		
Application	Budget Amendment	м <u> </u>	 Davis		
:: Citizen	Legal Notice	м <u> </u>	Kyser		
Consultant Report	Other		,	Passed	Failed

BILL NO.	RESOLUTION NO.
	RESCECTION NO.

A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$390,945.67.

WHEREAS, the funds are to be disbursed as follows;

SECTION 1: There is hereby appropriated out of the **General Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 15, 2021 in the amount of **\$121,182.45**.

SECTION 2: There is hereby appropriated out of the **Payroll Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 15, 2021 in the amount of **\$490.00**.

SECTION 3: There is hereby appropriated out of the **Solid Waste Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 15, 2021 in the amount of **§64,991.51**.

SECTION 4: There is hereby appropriated out of the **Heritage Hills Golf Course Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 15, 2021 in the amount of **\$8,368.00**.

SECTION 5: There is hereby appropriated out of the **Parks and Recreation Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 15, 2021 in the amount of **\$3924.11**.

SECTION 6: There is hereby appropriated out of the **Airport Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 15, 2021 in the amount of **§25,584.93**.

SECTION 7: There is hereby appropriated out of the **Perpetual Care Cemetery Sales Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 15, 2021 in the amount of **§54.00**.

SECTION 8: There is hereby appropriated out of the **Utilities Collection Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 15, 2021 in the amount of **\$3,883.39**.

SECTION 9: There is hereby appropriated out of the **Utilities OP & Maintenance Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 15, 2021 in the amount of **§137,886.04**.

SECTION 10: There is hereby appropriated out of the **Emergency Telephone Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 15, 2021 in the amount of **\$3,029.56**.

SECTION 11: There is hereby appropriated out of the **Transportation Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 15, 2021 in the amount of **\$1,500.00**.

SECTION 12: There is hereby appropriated out of the **Street Improvement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 15, 2021 in the amount of **\$1,019.18**.

SECTION 13: There is hereby appropriated out of the **Downtown CID Sales Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 15, 2021 in the amount of <u>\$777.50</u>.

SECTION 14: There is hereby appropriated out of the **Downtown CID Property Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 15, 2021 in the amount of **\$18,255.00**.

NOW, THEREFORE, the Moberly City Council authorizes these expenditures. **RESOLVED** this 15th day of November 2021 by the Council of the City of Moberly, Missouri.

ATTEST:	Presiding Officer	
City Clerk		

I hereby certify that there is sufficient money standing to the credit of the City of Moberly, Missouri, unappropriated in the several funds covered by this resolution to meet the requirements of this resolution.

City Treasurer, City of Moberly, Missouri

EXPENSES PAID NOVEMBER 2, 2021 - NOVEMBER 9, 2021 FOR THE FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE NOVEMBER 15, 2021 APPROPRIATION RESOLUTION TOTAL.

General Fund	\$ 121,182.45
Payroll Fund	\$ 490.00
Solid Waste Fund	\$ 64,991.51
Heritage Hills Golf Course Fund	\$ 8,368.00
Parks and Recreation Fund	\$ 3,924.11
Airport Fund	\$ 25,584.93
Perpetual Care Cemetery Sales Fund	\$ 54.00
Utilities Collection Fund	\$ 3,883.39
Utilities OP & Maintenance Fund	\$ 137,886.04
Emergency Telephone Fund	\$ 3,029.56
Transportation Trust Fund	\$ 1,500.00
Street Improvement Fund	\$ 1,019.18
Downtown CID Sales Tax Fund	\$ 777.50
Downtown CID Property Tax Fund	\$ 18,255.00
Total	\$ 390,945.67

I hereby certify that there is sufficient money standing to the credit of the City of Moberly, Missouri, unappropriated to cover the above funds.

City Treasurer, City of Moberly, Missouri

\\\(\lo(\lo\)\\\
Date

ACCOUNTS PAYABLE CHECK REGISTER

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DANI/#	DANIZ MANE										
CHECK#	BANK NAME DATE	ACCOUNT# NAME		CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON	FOR VO	OID	
24	DISBURSEMENTS										
24	DT2R0K2EMEN13)									
88205	11/04/2021	1954 MOBER	LY MOTOR COMPANY	33,894.00							
88206	11/05/2021	2664 DEPAR	TMENT OF NATURAL RESOURC								
88207	11/09/2021	2903 ABAN	PEST CONTROL INC	215.00							
	11/09/2021	351 AGEE	CARL W	2,162.40							
	11/09/2021	6 AMERE	N MISSOURI RK UNIFORM SERVICES	19.37							
	11/09/2021	3112 ARAMA	RK UNIFORM SERVICES	810.44							
	11/09/2021		ENERGY INC	25,296.60							
	11/09/2021	30 W00GE		315.00							
			APPLIANCE & FURNITURE IN								
	11/09/2021	17 AT&T	5001	1,692.48							
	11/09/2021	17 AT&T	5001 5011	9.91							
	11/09/2021 11/09/2021	4504 AT&T	5011	657.14							
	11/09/2021	6245 AZAVAI	INTERNATIONAL	599.50 1,356.93							
	11/09/2021	3625 RADD I	NCTNEEDTNC COMPANY	1,330.93							
	11/09/2021	34 ROR'S	ENGINEERING COMPANY TIRE, LLC	10.00							
	11/09/2021	2975 BRENN	TAG MID SOUTH INC	19.461.50							
	11/09/2021	3532 BRUBA	CER TIM	618.41							
	11/09/2021		AGE ENVIRONMENTAL								
	11/09/2021	424 BUTLER		28.84							
88225	11/09/2021	6454 CAPITA	AL ONE	.00			VOID:				
88226	11/09/2021	6454 CAPITA	AL ONE LL GREG	1,252.60							
	11/09/2021	6633 CARROL									
	11/09/2021		BUILDING MAINTENANCE INC	•							
	11/09/2021			676.50							
	11/09/2021	653 COE EC		2,082.14							
	11/09/2021	5855 COLE D		89.72							
	11/09/2021 11/09/2021		SALLY MAIN LP	100.00							
	11/09/2021	2645 CORE 8	POWER & EQUIPMENT								
	11/09/2021		AN WATER CONDITIONING	61.52							
	11/09/2021		S MID SOUTH LLC	3,077.22							
	11/09/2021		GHAM VOGEL & ROST PC	13,418.55							
	11/09/2021		TRENCHING INC	1,675.00							
	11/09/2021	5797 DA-COM		200.00							
88240	11/09/2021	6635 DIAMON	D BUILDING SUPPLY	737.20							
	11/09/2021		WORK LAUNDRY SERVICE	5,000.00							
	11/09/2021		NCY MEDICAL PRODUCTS INC								
	11/09/2021	3103 FASTEN		190.20							
	11/09/2021	3103 FASTEN		111.27							
	11/09/2021	699 FEDERA		34.05							
	11/09/2021		G SMALL ENGINE LLC	33.00							
	11/09/2021		TYP-POSTALIA INC	210.00							
	11/09/2021 11/09/2021		TECHNOLOGY LLC TECHNOLOGY LLC	429.92 54.98							
	11/09/2021		S GARAGE DOORS LLC	4,838.00							
	11/09/2021		IFE MIDMO LLC	7,168.00							
	11/09/2021		HEALTH ASSOCIATES INC	5,318.40							
	11/09/2021	6630 HAYES,		54.50							
	11/09/2021		IA LABORATORIES LLC	276.50							
	11/09/2021	2075 JEFFRE		139.72							

ACCOUNTS PAYABLE CHECK REGISTER

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BANK# BANK NAME CHECK# DATE	ACCOUNT# NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
88256 11/09/2021	910 JT HOLMAN CONSTRUCTION LLC	30,585.00				
88257 11/09/2021	881 KAUFMAN JERRY	75.00				
88258 11/09/2021	5965 KIM HOSKINS ENVIRONMENTAL	2,250.00				
88259 11/09/2021	3487 KXEO/KWWR	300.00				
88260 11/09/2021	2919 L & J DEVELOPMENT INC	9,531.21				
88261 11/09/2021	6636 LEXYL TRAVEL TECHNOLOGIES	205.94				
88262 11/09/2021	4718 MACON COUNTY HEALTH DEPARTMENT	10.00				
88263 11/09/2021	1565 MACON ELECTRIC COOP	40.46				
88264 11/09/2021	926 MAGIC CITY BUILDERS	1,092.60				
88265 11/09/2021	6637 MAGIC CITY MOBILE BLASTING LLC	2,884.50				
88266 11/09/2021 88267 11/09/2021	5239 MISSOURI DEPART OF REV 3375 3041 MO ONE CALL SYSTEM INC	3,883.39 281.25				
88268 11/09/2021	2740 MOBERLY AREA CHAMBER OF COMMER	27.50				
88269 11/09/2021	5471 MOBERLY JROTC BOOSTER CLUB	50.00				
88270 11/09/2021	1921 MOBERLY LUMBER INC	.00			VOID:	
88271 11/09/2021	4034 HODERLY LUMBER THE	782.92				
88272 11/09/2021	1921 MOBERLY LUMBER INC 1935 MOBERLY MONITOR INDEX 6638 NICKERSON PATTY	150.00				
88273 11/09/2021	6638 NICKERSON PATTY	100.00				
88274 11/09/2021	2299 O'REILLY AUTOMOTIVE STORES INC	72.37				
88275 11/09/2021	5727 PEST PRO SOLUTIONS INC	125.00				
88276 11/09/2021	2556 PETTY CASH	10.00				
88277 11/09/2021	2596 PLUMB SUPPLY COMPANY-MOB	5.89				
88278 11/09/2021	5624 POLK CAITLIN	25.00				
88279 11/09/2021	5718 POMP'S TIRE SERVICE INC 6551 PRO PUMPING & HYDROJETTING LLC	507.20				
88280 11/09/2021 88281 11/09/2021	5829 Q SECURITY SOLUTIONS LLC	1,295.00				
88282 11/09/2021	6639 RAE KATHRYN	223.00 5,000.00 1,299.25				
88283 11/09/2021	415 RANDOLPH AREA YMCA	1.299.25				
88284 11/09/2021	2589 RANDOLPH COUNTY CLERK	825.00				
88285 11/09/2021	2593 RANDOLPH COUNTY RECORDER	54.00				
88286 11/09/2021	2593 RANDOLPH COUNTY RECORDER	27.00				
88287 11/09/2021	2593 RANDOLPH COUNTY RECORDER	27.00				
88288 11/09/2021	3100 REBARCO, LLC.	1,250.00				
88289 11/09/2021	2600 SAFE PASSAGE	184.00				
88290 11/09/2021	294 SCHAEFER SURVEYING LLC	285.00				
88291 11/09/2021	2684 SHERWOOD'S SIGNS LLC	975.34				
88292 11/09/2021 88293 11/09/2021	4526 SJ ELECTRO SYSTEMS INC 2610 BRENDLINGER ENTERPRISES INC	498.00 60.00				
88294 11/09/2021	5639 SOCKET	.00			VOID:	
88295 11/09/2021	5639 SOCKET	2,514.23			10101	
88296 11/09/2021	5700 STAPLES	.00			VOID:	
88297 11/09/2021	5700 STAPLES	976.20				
88298 11/09/2021	2640 THOMAS HILL PUBLIC WATER SUPPL	14.37				
88299 11/09/2021	2640 THOMAS HILL PUBLIC WATER SUPPL	161.71				
88300 11/09/2021	5737 THOMSON REUTERS-WEST	53.00				
88301 11/09/2021	642 TOWN & COUNTRY ABSTRACT CO	100.00				
88302 11/09/2021	642 TOWN & COUNTRY ABSTRACT CO	4,000.00				
88303 11/09/2021	5960 TRAVELSTORYSGPS,LLC	1,500.00				
88304 11/09/2021 88305 11/09/2021	4564 TURFMARK SERVICES LLC 6374 UNIFIRST CORPORATION	400.00 278.50				
88306 11/09/2021	1562 UNITED FIRST AID & SAFETY, LLC	64.43				
88307 11/09/2021	2644 USA BLUE BOOK	.00			VOID:	
88308 11/09/2021	2644 USA BLUE BOOK	1,638.39				
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ACCOUNTS PAYABLE CHECK REGISTER

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	BANK NAME									
CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR	VOID	
88309	11/09/2021	2644	USA BLUE BOOK	1,357.93						
88310	11/09/2021	2647	VANDEVANTER ENGINEERING INC	16,911.00						
88311	11/09/2021	6180	VERMEER SALES&SERVICE M.I.,INC	91.50						
88312	11/09/2021	6456	WARRENTON OIL COMPANY	200.22						
88313	11/09/2021	6343	WASTE MANAGEMENT SOLUTIONS	65,636.98						
88314	11/09/2021	6343	WASTE MANAGEMENT SOLUTIONS	3,158.49						
88315	11/09/2021	2658	WILLIS BROS INC	76,000.00						
88316	11/09/2021	2772	MIDELECCITICA	50 00						
88317		2772	WIRELESS USA WOLVERTON CHARLES	455.02						
88318	11/09/2021	3895	WOLVERTON CHARLES	21.33						
88319	11/09/2021	5294	WOLVERTON CHARLES ZURCHER TIRE INC	21.33 1,450.00						
*20211026										
20211027	11/09/2021	6640	TITLE CLEARING & ESCROW LLC	1,000.00		E-PAY				
* See Che	ck Summary be	low for de	etail on gaps and checks from oth	ner modules.						
		BANK	TOTALS:							
			OUTSTANDING	390,945.67						
			CLEARED	.00						
			-							
			BANK 24 TOTAL	390,945.67						
			VOIDED	.00						
		FUND		TOTAL	OUTCT4	NDTNC			VATRE	·n
		FUND		TOTAL	00151A	NDING		LEAKED	VOIDE	:D
		100	GENERAL FUND	121,182.45	121,1	.82.45		.00 .00 .00 .00	i	00
		105	PAYROLL FUND SOLID WASTE FUND HERITAGE HILLS GOLF CRSE PARKS & RECREATION FUND AIRPORT FUND PERPETUAL CARE CEM SALES UTILITIES COLLECTION FUND	490.00	4	90.00		.00		00
		110	SOLID WASTE FUND	64,991.51	64,9	91.51		.00		00
		114	HERITAGE HILLS GOLF CRSE	8,368.00	8,3	68.00		.00		00
		115	PARKS & RECREATION FUND	3,924.11	3,9	24.11		.00		00
		120	AIRPORT FUND	25,584.93	25,5	84.93		.00		00
		125	PERPETUAL CARE CEM SALES	54.00	3,8 137,8 3,0	54.00		.00		00
		300	UTILITIES COLLECTION FUND	3,883.39	3,8	83.39		.00		00
		201	DITETITES OF & MATINI	137,000.04	137,0	86.04		.00		00
		400	EMERGENCY TELEPHONE FUND	3,029.56	3,0 1,5 1,0	29.56		.00		00
		600	TRANSPURTATION TRUST FUND	1,500.00 1,019.18	1,50	00.00		.00		00
			STREET IMPROVEMENT FUND	1,019.18	1,0	19.18				00
				///.50	1	//.50		.00		00
		013	DOLINTOLIN CTD DDOD TAV	10 255 00	10 3	CC 00		00		00

18,255.00

18,255.00

912 DOWNTOWN CID PROP TAX

.00

.00

Tue Nov 9, 2021 4:32 PM

ACCOUNTS PAYABLE CHECK REGISTER *** CHECK SUMMARY ***

Page

#17.

BANK# BANK NAME

CHECK# DESCRIPTION

24 DISBURSEMENTS

88205 Thru 88319 Accounts Payable Checks

20211027

Accounts Payable E-Pay

#18.

City of Moberly City Council Agenda Summary

Agenda Number: Department:

City Manager

Date: November 15, 2021

Agenda Item: Department Head Monthly Reports

Summary: Attached is Community Development Monthly Report/Public Works Monthly,

Finance Department Monthly Report, Parks and Rec. Monthly Report, Police Department Monthly Report, Fire Department Monthly Report, Public Utility Monthly Report, Moberly Area Economic Development, Moberly Chamber of

Commerce.

These are for you to review on the activity that each Department has

accomplished for the Month October.

Recommended

Action: Just for your review

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:		Roll Call	Aye	Nay
Memo x Staff Report Correspondence	Council Minutes Proposed Ordinance Proposed Resolution	Mayor M SJeffrey		
Bid Tabulation	Attorney's Report	Council Member		
P/C Recommendation	Petition	M S Brubaker		
P/C Minutes	Contract	M S Kimmons		
Application	Budget Amendment	M S Davis		
Citizen	Legal Notice	M S Kyser		
Consultant Report	Other		Passed	Failed

COMMUNITY DEVELOPMENT/PUBLIC WORKS MONTHLY REPORT

October 2021

A. PROJECTS

Community Development

Street, Sidewalk and Curb & Gutter Assessment – This is something that we have been looking at for a couple of years. I have met with multiple consultants to discuss possible formats/solutions. The primary goal was to get an electronic rating/comparison of all the streets in the community, determine products we were willing to utilize for their maintenance & renovation, assess available funding sources and put together a 5-year plan that would maximize the available funding with the products available to address the highest need streets. On top of that, all the data would be put into our GIS for easy tracking as to what has been addressed and with what so an easy overview of problem areas and overall condition would be at our fingertips. After meeting with several consultants, I started negotiations with IMS for a study that would address all the above issues, but with all the components we were approaching the \$100K range. We had multiple discussions as to what we could trim back to get in our budget range. I later started negotiations with TREKK, and while their initial proposal met our budget, I felt like it wasn't as in-depth as I was looking for. We had several more discussion to get to the point we are now where I believe their proposal will get me just what we are looking for and as they are collecting data on the streets, they can collect data on the curb & gutter and sidewalks. These are additional components to what we had initially been considering, but I must get a sidewalk ADA transition plan in place, this is the time to do it.

Their proposal will address all three items (street, sidewalks, curb & gutter) for less cost than what IMS was initially proposing. I have asked the main project engineer from TREKK to give the council a short 10-15 overview of the proposed work and show how it can be updated every 5 years for a fraction of the initial cost and this will eliminate the guess work and human factor of determining the road needs and get the most bang for our buck with our Transportation Funding.

Residential Development - Business is booming, at least in the planning stages. We have applications for a 51-lot duplex development that would add 102 new residential units on S. Morley & Urbandale, initially being called Eagle Ridge. We have another on South Morley, which would be the next phase(s) of what was initially Angel's Landing development, with this section being initially called "The Falls". This 30+ acre development is initially proposed to have 1 mile of internal walkways, 5 commercial units, 36 apartment style units (3 story – w/20 carport garages and 9 carports, 52 cluster townhouse units (6 lots with multi-plexes), 126 regular townhouses (63 lots with duplexes), for a total of 219 units. This would be a very unique mixed layout facility with numerous amenities, including 1 mile of internal walkways, over 1 acre water feature with grist mill façade, mountain w/waterfall, gazebo dock and flume.

We are also working with multiple developers on infill lots around the community. Interest has continued even with the higher building costs.

Commercial Development - We have several locations in town where storage buildings are being proposed. Apparently, there isn't an open storage unit available in town at this time.

Moberly Schools has the projects for the new Alternative School and the expansion of the ECLC facility. This development is being reviewed as an overall complex vs. individual components. As part of all these developments, stormwater will be a major focus as we are seeing more and more issues with water erosion as it leaves the community. All the housing developments have good plans in place, and we will be running their calculations through our third consultants to make sure there is adequate detention/retention in place.

We are waiting on the school to get us some additional information, we had requested a traffic study and stormwater study that would not only look at the individual areas they are looking at, but the complex as a whole, as there are existing issues there with both traffic and stormwater that need to be addressed.

We received some initial sketch plans for the demo and redevelopment of the former KFC site. That will be exciting to just get rid of the run-down eyesore, but a new productive facility will be even better. We are looking forward to seeing this project come along.

Demolition Grant – All of the work from the first two rounds has been completed and we are preparing final payment on that work. We have utilized all but a few thousand dollars of the grant funds at this point and the vast majority of the remainder of the work is the match responsibility of the City. The final round is 8 residential structures and shouldn't take long. Everything has been completed, DNR has signed off, we are just waiting on Holman's crews to move in and complete.

We met with Cindy Hultz of MTCOG on 11/09 to go through close out documents for the first two rounds of work. Staff will be working on putting together all of the documentation of advertisements, notifications, agreements, inspections, etc. These are 6" thick documents for each round and are time consuming to get all in order and ready for audit.

Waste Management/Advanced Disposal – We finally have a new contact for trash issues. Ammon Taylor is the Municipal Marketing Manager. He is a long-time employee of Waste management and deals with communities as large as Omaha, so I am hopeful he can get our issues figured out. He has been much more responsive, and we have a meeting set up with our staff soon to go over operations moving forward. On the plus side, I think he is much more knowledgeable, has the authority to get things done, on the negative side, he is wanting to completely change what the previous person was trying to put in place, and what we have been pushing to the Citizens as far as working through Waste Management vs. through the City staff. We will see how things go at our upcoming meeting.

Fennel Marketing Study – McClure continues to work with groups and ideas on this project and we will be having them down soon to give a presentation to City Council with what they have found out, their ideas and reasoning behind them and how they think we should move forward.

From the City's efforts, we have meet with various food vendors, event promoters and beverage groups and have our first event planned at the JT Cross event space in April. Band, Food & Drink, so we have some work to do finishing it all out before then.

Historic Preservation - met in early Nov. and started touring parts of the community to identify significant historic properties. They are looking to identify a handful in each ward of the community. I anticipate it will be a lengthy process.

Staff has been working to get easements developed for the relocation of the Urbandale Pillars. John Schafer surveyed the areas and has legal descriptions and I will be meeting with the residents that live on the entry corners to acquire easements for the pillars. It is anticipated that L&J will go ahead and pour the pad sites and have them ready for the future transition once adequate funding is raised for the work.

Public Works

Staffing – We have hired Skyler Frazer as a part-time airport attendant. Skyler has some aircraft maintenance experience and works for Edge Aviation in Moberly when not working the part-time position with the City. We are pleased to have someone with his experience and knowledge on with us.

#18.

We have found a couple of people with relevant experience for our PIO position but can't seem to make their work schedules or level of employment fit with our needs. We have tried to flex and adjust, but at this point we are still looking for the right fit.

Pavement maintenance – I am disappointed that Capital Paving has not gotten here to complete our streets yet this year. We did push them back due to trying to get several soft spots from trash trucks and other road base damage dug out and backfilled with rock and ready to pave, but we figured September range. Based on my latest communication, the milling crews should be in the week following Veteran's Day weekend. Hopefully the weather will cooperate and let them finish quickly.

Equipment – We have sold all our old equipment that we replaced, with the exception of a couple of trucks that are on there now. Everything brought well beyond what we were quoted for trade-in. The trucks are doing very well, and we expect to see them trend high as has been the case for others recently.

We recently purchased an older track loader from government surplus for use primarily in pushing off the clean fill disposal areas, but also where the rubber tire loader isn't suitable, for example where there is significant rebar and debris that could damage the rubber tires on our primary loader. It's a Case 850 loader with 4-1 bucket. Ones like it are bringing \$15K+ and we were able to purchase this one for \$7,250 and only had to put batteries in to make it operable. We are using it now for some of the grading at Fennel as we ran a RR spike through the rubber tire on the loader before we had this. It wasn't ruined, but as those tires are \$2,000 each, it's not worth the risk. This machine will be very handy for us, and we can always get our money back out of it.

Airport

Runway Completion - As you know, we had the Ribbon Cutting for the new main runway at the airport on the 29th. Even though the weather was cold and gloomy, we had a great turn out of around 50 people. Megan Schmitt and the Chamber worked with our staff and Lochner staff to create a very nice event. I am very thankful for their efforts.

We have had numerous compliments on the quality, lighting, and visibility of the runway and some of us recently had the opportunity to try it out.

We have received \$30,000 and \$13,000 in CARES and CRSSA funding, respectively. We intend to use this funding towards the facility repairs, but it was cleaner to use it for reimbursement for fuel that we purchased, as we would send all the receipts and get lump sum reimbursements. The funds that we offset in the fuel line item with this funding can be redirected to cover the maintenance and renovation expenses pending on the buildings.

Magic City Aviation/Graves Sanford – We executed agreements on the hangars recently. The hangars are now owned by the City and we are making arrangements to get repairs completed. He has until the end of the calendar year to get his belongings out of the City offices that he leased. I anticipate that we will need to assist him with the close out of that move. It's not really pressing until we are prepared to complete the repairs to the inside.

AWOS - this is our Automated Weather Observation Station, it is on our facility, but actually owned and maintained by Modot Aviation. They are needing to add some additional components to it which will extend out into the farm field to some extent. We own the fields, but the tenant farmer will be impacted to some extent. It should be a small impact but will improve the features and performance of the AWOS.

Cemetery Department

There were three (3) grave lots sold; six (6) graves opened; and three (3) monument permits sold during the month of October.

В. Planning & Zoning Commission

The Planning and Zoning Commission for the City of Moberly held a meeting on Monday, October 25, 2021.

- 1. Notice of a Public Hearing for a site plan review submitted by Crockett Engineering on behalf of Moberly School District for a proposed alternative school located in the 800 block of Shepherd Brothers Blvd. This is currently zoned as B-3 (General Commercial District).
- 2. Notice of Public Hearing for a site plan review submitted by Crockett Engineering on behalf of Moberly School District for a proposed early childhood learning center addition located at 930 Shepherd Brothers Blvd. This location is currently zoned B-3 (General Commercial District).

C. **Code Enforcement**

Month of October: Rick

- Completed 22 building inspections.
- 1 permit issued for single family residence in September with 31 new S/F homes for year
- Drive wards for nuisance violations, 14 violation notices sent out
- Continue to work on demolition projects
- Sent correspondence on planning and zoning attended P & Z meeting
- Adjusted hanger door at airport
- Attended public hearings on condemned properties
- Conducting weekly inspections at Green Relief Cultivation
- Repaired ceiling in clerk office and hung plywood in chamber hall for mural.
- Remainder of month was answering phones, meeting with people on permits, taking complaints on code violations, commercial occupancy permits and zoning matters.

Month of October: Karen

- 87 occupancy inspections and re-inspections.
- We have seen fewer re-inspections as landlords know what to expect and have it completed prior to my arrival.
- Respond to citizen complaints, returned phone calls.
- Attended safety meetings as were scheduled, October annual health fair was a huge success with vendors and employees.
- Began Christmas planning and head counts for food and tables to be setup.

Month of October: Aaron

Construction began on Hils Pharmacy and We Scooters near completion.

- Monitoring the lack of diligent progress at the Moberly Inn.
- Progress on the demolition lots has continued and the previously cleared lots are being filled and graded in preparation for final seed and straw.
- Approximately 40 residential and 20 commercial inspections were executed.
- Continue to issue permits, accept, and review Planning and Zoning applications, inspect new construction and address complaints surrounding nuisance properties.
- Attend Plan Review as scheduled.
- Several initial nuisance letters were sent and several reached compliances.
- Historic preservation has been on the table with discussions with downtown businesses that are new to the district as well as some that are seeking signage in the district.

City of Moberly - Street Department
Sept-21

	· F ·									
MAINTENANCE FACILITY										
	Hours	O/T	Loads	Tons	Cost					
Compost Mixing	0	0	0	0	\$0.00					
Load Compost, Millings, & Mulch	3	0	5	0	\$0.00					
Sand, Salt, & Geomelt Mixing	0	0	0	0	\$0.00					
Tub Grinder Operation	8	0	0	0	\$0.00					
Winter Weather Equipment Preparations	0	0	0	0	\$0.00					
ROADS & ALLEYWAYS										
	Hours	O/T	Loads	Tons	Cost					
Alleys, Grade & Rock	40	0	0	0	\$0.00					
Catch Basin Maintenance	142	0	6	0	\$0.00					
Crack Sealing	0	0	0	0	\$0.00					
Culvert Flushing	16	0	0	0	\$0.00					
Culvert Installation	0	0	0	0	\$0.00					
Curb Repair	32	0	0	0	\$0.00					
Ditch Maintenance	48	0	0	0	\$0.00					
Ice & Snow Removal	0	0	0	0	\$0.00					
Milling	0	0	0	0	\$0.00					
Mowing, Right-Of-Ways	32	0	0	0	\$0.00					
Rock Loaded/Hauled	8	0	0	0	\$0.00					
Street Repair & Maintenance	212	0	0	2	\$0.00					
Street Sign Maintenance	6	0	0	0	\$0.00					
Street Sweeper Operation	51	0	12	0	\$0.00					
Street Sweepings Hauled To Disposal	0	0	0	0	\$0.00					
Weedeating & Brush Removal, Alleys	14	0	0	0	\$0.00					
Weedeating & Brush Removal, Streets	106	0	27	0	\$0.00					
Weedkiller Application, Alleys	8	205	0	0	\$0.00					
	1	305	1	i .						

Weedkiller Application, Streets	0	0	0	0	\$0.00
MISCE	LLANEO	US		_	
	Hours	O/T	Loads	Tons	Cost
Inmate Labor	525	0	0	0	\$0.00
Mowing, City Lots	40	0	0	0	\$0.00
Outer Road Fill Dump Site Grading	24	0	2	0	\$0.00
Sidewalk Maintenance	8	0	0	0	\$0.00
Trash Removal & Clean-Up, downtown	18	0	78	0	\$0.00
Trash Removal & Clean-Up, All Wards	0	0	0	0	\$0.00
FACILITIES & EQUI	PMENT N	//AINTE	NANCE		
	Hours	O/T	Loads	Tons	Cost
Airport Maintenance	24	0	0	0	\$0.00
Building Maintenance	32	0	0	0	\$0.00
Cemetery Maintenance	224	0	0	0	\$0.00
Grounds Maintenance	40	0	0	0	\$0.00
Landfill Maintenance	0	0	0	0	\$0.00
Maintenance Facility Maintenance	56	0	0	0	\$0.00
Wash Trucks & Equipment	8	0	0	0	\$0.00
MATERIAI	S PURCE	IASED			
	Loads	Tons	Cubic Yards	Gallons	Cost
Asphalt	0	0	0	0	\$0.00
Road Marking Paint, White	0	0	0	0	\$0.00
Road Marking Paint, Yellow	0	0	0	0	\$0.00
Salt	0	0	0	0	\$0.00
Sand	0	0	0	0	\$0.00
MECHANIC WORK PERFO	RMED				
	Units	Hours			
Routine Service	0	0			
Maintenance And Repair	0	0			



To:

Moberly City Council; Brian Crane, City Manager

From:

Greg Hodge, Director of Finance

Subject:

Monthly Report - October 2021

General Information

Sales and use tax revenues rebounded nicely this month, all are now ahead of last year.

Health claims were well over "normal" this month, which is expected as plan members meet their annual deductibles.

- Matt and I spent considerable time providing follow-up information to the auditors for the 2021 audit. I believe that by month-end we had most of their requests addressed, so they will begin their final evaluations and begin putting the audit report together. I anticipate receiving the report draft in very late November.
- As you know the agreements with Enterprise Fleet Management were enacted during October and our initial order of 14 vehicles was placed. There are several follow-up meetings to be held and other behind-the-scenes work to be done to get this operating properly, and we will get all of this accomplished over the next few weeks.

Sales Tax Revenues

Charts for each sales and use tax fund are included for your review. Below are the comparisons of current YTD to prior YTD.

General Fund

+7.47%

Parks

+7.43%

Capital Improvement

+7.38%

Transportation

+7.37%

Use Tax

+3.66%

Downtown CID

+80.30%

Employee Health Insurance

Health claims

\$121,845.74

Pharmaceutical claims

\$20,477,49

Health Insurance Contributions & Budget

Health Trust	HSA Contributions	Total Contributions	Annual	Budget
Contribution This Month	This Month	This Month	Budget	Remaining
\$113,953.99	\$2,850.00	\$116,803.99	\$1,535,265.52	\$1,087,640.35

Health Trust Fund Cash Balance

	2015/2016	204012047	0047/0040	004040040	22424222		
		2016/2017	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022
July	\$953,912.59	\$959,446.10	\$789,647.32	\$600,499.65	\$452,115.58	\$350,783.18	\$516,952.83
August	\$950,828.33	\$978,085.80	\$800,479.76	\$558,026.39	\$289,833.52	\$353,291.19	\$476,840.46
	\$1,000,905.00	\$974,427.10	\$684,692.43	\$519,407.60	\$239,111.95	\$358,230.40	\$516,375.33
October	\$1,008,278.61	A STATE OF THE PARTY OF THE PAR	\$665,224.98	\$533,065.43	\$161,101.66	\$361,082.82	\$497,118,03
November	\$1,000,000.00	\$1,000,000.00	\$689,931.75	\$521,176.81	\$161,006.25	\$359,913.42	, , , , , , , , , , , , , , , , , , , ,
December	\$1,002,488.15	\$867,421.94	\$524,297.94	\$521,228.06	\$244,153.89	\$341,280.69	
January	\$997,205.10	\$888,519.67	\$590,612.39	\$549,457.98	\$309,105.79	\$436,448.97	
February	\$1,001,764.14	\$815,725.20	\$712,106.49	\$559,700.67	\$297,198.27	\$462,855.81	
March	\$980,176.79	\$762,230.98	\$587,567.48	\$578,509.63	\$273,648.37	\$481,687.90	
April	\$968,681.17	\$710,720.45	\$640,541.51	\$599,662.04	\$278,933.28	\$520,587.99	-
May	\$1,000,000.00	\$762,796.66	\$608,960.67	\$543,627.95	\$309,247.58	\$473,770.32	
June	\$1,000,000.00	\$807,724.83	\$569,163.71	\$512,223.04	\$360,812.59	\$519,861.25	

TO THE HONORABLE MAYOR

and

CITY COUNCIL

of the

CITY OF MOBERLY, MISSOURI



Per RSMo 78.620 I have hereby filed an itemized statement of receipts and expenditures with the City Clerk for your review upon request.

I submit herein a summary of the business transactions for the month of

October 2021

Gregory L. Hodge, City Treasurer

City of Moberly Cash Balance Report - October 2021

Fund #	Fund Name	Beginning Cash Balance	Revenues	Transfers In	Expenditures	Transfers Out	Ending Cash Balance
100	General	1,219,244.51	637,645.70	195,000.00	917,419.78	20,833.33	1,113,637.10
102	Non-Resident Lodging Tax	174,399.26	11,071.92	-	14,864.66	-	170,606.52
105	Payroll S	539,310.35	28.71	-	39,629.51	-	499,709.55
110	Solid Waste	700,941.68	101,004.82	-	83,619.33	-	718,327.17
114	Heritage Hills Golf Course	-	5,000.00	16,296.80	21,296.80	-	-
115	Parks and Recreation	(21,991.50)	19,038.07	168,676.02	183,699.56	-	(17,976.97)
116	Park Sales Tax	1,016,297.94	123,580.87	-	-	184,972.82	954,905.99
120	Airport	(294,874.35)	295,986.23	-	531,717.56	-	(530,605.68)
125	Perpetual Care Cemetery Sales	10,715.23	6,081.00	-	-	-	16,796.23
126	Perpetual Care Cemetery Investment	504,094.11	27.40	-	-	-	504,121.51
135	ARPA Grant Fund	1,373,726.35	73.12	-	-	195,000.00	1,178,799.47
137	Use Tax Trust	248,861.53	13.25	-	-	-	248,874.78
140	Veterans Memorial Flag Project	43,967.17	932.34	-	-	-	44,899.51
300	Utilities Collection	-	537,785.41	-	40,787.98	496,997.43	1
301	Utilities Operation and Maintenance	(25,060.14)	-	360,363.88	351,029.36	-	(15,725.62)
302	Utilities Replacement	673,913.58	-	4,125.00	-	-	678,038.58
303	Utilities Operating Reserve	1,380,487.90	109.35	2,855.50	9,419.46	-	1,374,033.29
306	Utilities Consumer Security	210,134.87	-	-	836.31	-	209,298.56
307	Sugar Creek Lake Fund	59,760.93	403.18	-	-	-	60,164.11
314	Route JJ Sewer Extension Fund	(56,840.57)	-	-	15,176.38	-	(72,016.95)
350	EDA Grant Projects Fund	(152,870.12)	-	-	9,114.44	-	(161,984.56)
377	2004B SRF Bonds Debt Service	1,141,833.78	60.78	43,179.84	38,195.69	-	1,146,878.71
378	2006A SRF Bonds Debt Service	1,669,133.87	88.85	36,014.90	27,572.66	-	1,677,664.96
379	2004C Bond Debt Service	112,096.76	5.97	30,104.17	26,552.63	-	115,654.27
380	2008A Bonds Debt Service	80,232.80	4.27	14,853.45	-	-	95,090.52
381	ESP Projects Debt Service	111,406.76	5.93	50,458.31	135,340.85	-	26,530.15
Escrov	V	1,017,859.66		-			1,017,859.66
Total C	CWWSS (funds 300-381 + escrow)	6,222,090.08	538,463.74	541,955.05	654,025.76	496,997.43	6,151,485.68

City of Moberly Cash Balance Report - October 2021

		1		-		1	
F 4	Found Manage	Beginning Cash	Devenue	Tuomofono la		Transfers Out	Ending Cash
	Fund Name	Balance	Revenues	Transfers In	Expenditures	Transfers Out	Balance
304	Capital Improvement Trust	197,299.61	113,931.56	-	5,425.00	55,040.95	250,765.22
400	911 Emergency Telephone	218,383.82	38,174.01	20,833.33	67,532.20	-	209,858.96
406	Inmate Security Fund	14,283.69	54.76	-	-	-	14,338.45
408	Police Forfeiture Fund	4,320.59	-	-	-	-	4,320.59
600	Transportation Trust	1,940,313.01	114,033.65	-	56,165.95	-	1,998,180.71
601	Street Improvement	102,904.04	112,622.37	-	39,068.70	-	176,457.71
900	MODAG Grant/Loan	21,802.26	1.16	-	-	-	21,803.42
901	Misc. Project Residuals	150,132.83	7.99	1	-	-	150,140.82
903	Ameren MO Solar Rebates	362,670.00	-	-	-	-	362,670.00
904	Hometown Strong Fund	290,000.00	-	ı	-	-	290,000.00
905	Retail Consulting Fund	11,632.12	0.62	-	-	-	11,632.74
908	Railcar Preservation Fund	587.71	0.03	-	-	-	587.74
909	Lucille Manor CDBG Reimbursement	239,933.88	1,914.87	-	-	-	241,848.75
911	Downtown CID Sales Tax	72,241.70	8,214.46	-	3,381.00	-	77,075.16
912	Downtown CID Property Tax	308,903.03	888.19	-	20,921.00	1,733.84	287,136.38
914	Downtown NID Cost of Issuance	-	-	1	-	-	-
915	Downtown NID Street Projects	137,005.59	-	-	-	-	137,005.59
916	Downtown NID Sewer Projects	1,516,994.41	-	-	-	-	1,516,994.41
918	Downtown NID Debt Service	35,465.39	1.89	11,817.17	-	-	47,284.45
995	Health Trust	516,375.33	169,700.44	-	188,957.74	-	497,118.03
995	Investments	-	-	-	-	-	-
Total F	lealth Trust	516,375.33	169,700.44	-	188,957.74	-	497,118.03
Total Ca	sh	17,878,031.37	2,298,493.17	954,578.37	2,827,724.55	954,578.37	17,348,799.99
Less E	scrow Accounts	(1,017,859.66)	-	-	-	-	(1,017,859.66)
Net C	Cash per Bank Cash Report	16,860,171.71	2,298,493.17	954,578.37	2,827,724.55	954,578.37	16,330,940.33

City of Moberly Budget Comparison Report - October 2021

		Percentage of Year Completed 33									
			Revenu	es			Expendit	ures			
Fund #	Fund Name	Month	Year to Date	Total Budget	% of Budget	Month	Year to Date	Total Budget	% of Budget		
100	General	637,645.70	2,648,013.84	8,790,906.19	30.12%	950,036.81	2,894,316.92	8,790,906.19	32.92%		
102	Non-Resident Lodging Tax	11,071.92	40,573.57	100,150.00	40.51%	14,864.66	29,029.32	100,000.00	29.03%		
105	Payroll	28.71	122.02	0.00	0.00%	39,126.59	41,046.40	0.00	0.00%		
110	Solid Waste	101,004.82	378,884.70	1,090,150.00	34.76%	83,597.47	343,160.26	1,072,330.00	32.00%		
114	Heritage Hills Golf Course	21,296.80	35,584.57	206,134.01	17.26%	21,296.80	35,584.57	206,134.01	17.26%		
115	Parks and Recreation	187,714.09	650,151.90	2,467,648.36	26.35%	187,714.09	650,151.90	2,467,648.36	26.35%		
116	Park Sales Tax	123,580.87	517,286.31	1,415,500.00	36.54%	184,972.82	521,086.49	1,479,682.37	35.22%		
120	Airport	295,986.23	3,230,126.79	3,276,669.15	98.58%	531,986.86	3,629,105.05	3,276,669.15	110.76%		
125	Perpetual Care Cemetery Sales	6,081.00	15,710.00	20,000.00	78.55%	0.00	0.00	20,000.00	0.00%		
126	Perpetual Care Cemetery Investment	27.40	121.51	20,500.00	0.59%	0.00	0.00	500.00	0.00%		
135	ARPA Grant Fund	73.12	1,373,799.47	0.00	0.00%	0.00	0.00	0.00	0.00%		
140	Veterans Memorial Flag Project	932.34	1,090.47	3,050.00	35.75%	0.00	138.69	2,500.00	5.55%		
300	Utilities Collection	537,785.41	2,234,663.91	6,727,154.82	33.22%	536,934.03	2,245,680.32	6,727,154.82	33.38%		
301	Utilities Operation and Maintenance	360,363.88	1,192,222.14	4,429,570.44	26.92%	360,363.88	1,192,222.14	4,429,570.44	26.92%		
302	Utilities Replacement	4,125.00	16,500.00	49,500.00	33.33%	0.00	0.00	0.00	0.00%		
303	Utilities Operating Reserve	2,964.85	358,115.08	103,200.00	347.01%	9,419.46	37,677.84	359,774.82	10.47%		
304	Capital Improvement Trust	113,931.56	475,561.15	1,302,000.00	36.53%	60,465.95	252,469.76	1,066,401.45	23.67%		
307	Sugar Creek Lake Fund	403.18	779.21	2,050.00	38.01%	0.00	0.00	0.00	0.00%		
314	Route JJ Sewer Extension Fund	0.00	0.00	1,582,723.00	0.00%	15,176.38	60,145.13	1,582,723.00	3.80%		
350	EDA Grant Projects Fund	0.00	0.00	6,376,600.00	0.00%	9,114.44	88,733.97	6,376,600.00	1.39%		
377	2004B SRF Bonds Debt Service	43,240.62	172,989.87	519,258.13	33.31%	38,195.69	152,782.76	472,143.75	32.36%		
378	2006A SRF Bonds Debt Service	36,103.75	144,455.29	433,778.75	33.30%	27,572.66	119,985.23	394,162.50	30.44%		
379	2004C Bond Debt Service	30,110.14	120,442.05	361,330.00	33.33%	26,552.63	106,210.52	329,500.00	32.23%		
380	2008A Bonds Debt Service	14,857.72	59,432.21	178,291.45	33.33%	0.00	37,896.84	162,719.50	23.29%		
381	ESP Projects Debt Service	50,464.24	201,849.76	605,599.74	33.33%	135,340.85	270,681.70	551,363.40	49.09%		
400	911 Emergency Telephone	59,007.34	203,645.68	610,080.00	33.38%	69,532.05	183,433.06	797,121.03	23.01%		
406	Inmate Security Fund	54.76	269.38	810.00	33.26%	0.00	0.00	0.00	0.00%		
600	Transportation Trust	114,033.65	525,208.00	1,340,650.00	39.18%	56,165.95	206,325.99	849,675.00	24.28%		
601	Street Improvement	112,622.37	212,947-11	415,500.00	51.25%	39,068.70	620,750.79	675,275.00	91.93%		

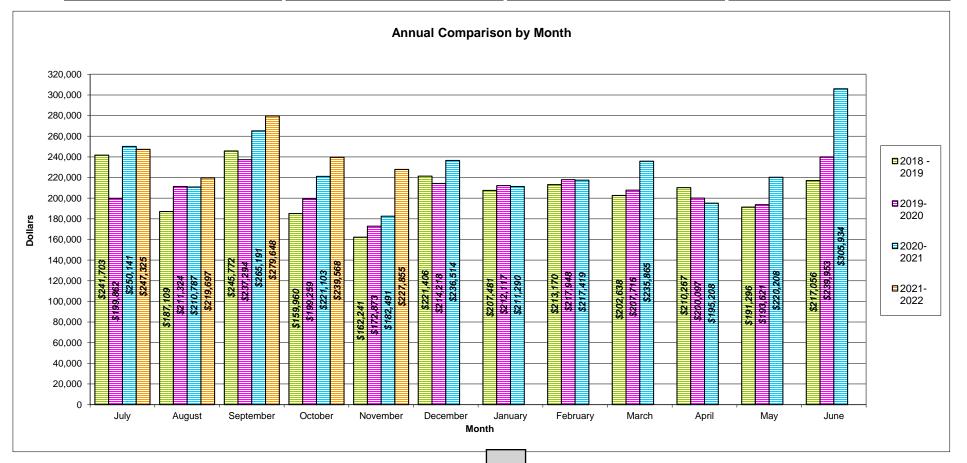
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City of Moberly Budget Comparison Report - October 2021

				Percentage	of Year C	ompleted			33.33%
			Revenu	es			Expendit	ures	
Fund #	Fund Name	Month	Year to Date	Total Budget	% of Budget	Month	Year to Date	Total Budget	% of Budget
903	Ameren MO Solar Rebates	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
904	Hometown Strong Fund	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
905	Retail Consulting Fund	0.62	2.78	0.00	0.00%	0.00	0.00	0.00	0.00%
908	Railcar Preservation Fund	0.03	0.14	0.00	0.00%	0.00	0.00	0.00	0.00%
909	Lucille Manor CDBG Reimbursement	1,914.87	11,468.44	23,075.00	49.70%	0.00	0.00	40,000.00	0.00%
911	Downtown CID Sales Tax	8,214.46	29,528.10	55,530.00	53.18%	3,381.00	4,021.50	51,800.00	7.76%
912	Downtown CID Property Tax	888.19	7,296.67	215,250.00	3.39%	22,654.84	64,310.11	214,810.00	29.94%
914	Downtown NID Cost of Issuance	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
915	Downtown NID Street Projects	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
916	Downtown NID Sewer Projects	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
918	Downtown NID Debt Service	11,819.06	47,284.49	142,010.00	33.30%	0.00	64,457.30	128,914.60	50.00%
995	Health Trust	169,700.44	593,331.05	0.00	0.00%	188,979.30	616,095.83	0.00	0.00%
TOTALS	3	3,058,049.14	15,499,457.66	42,864,669.04	36.16%	3,612,513.91	14,467,500.39	42,626,079.39	33.94%

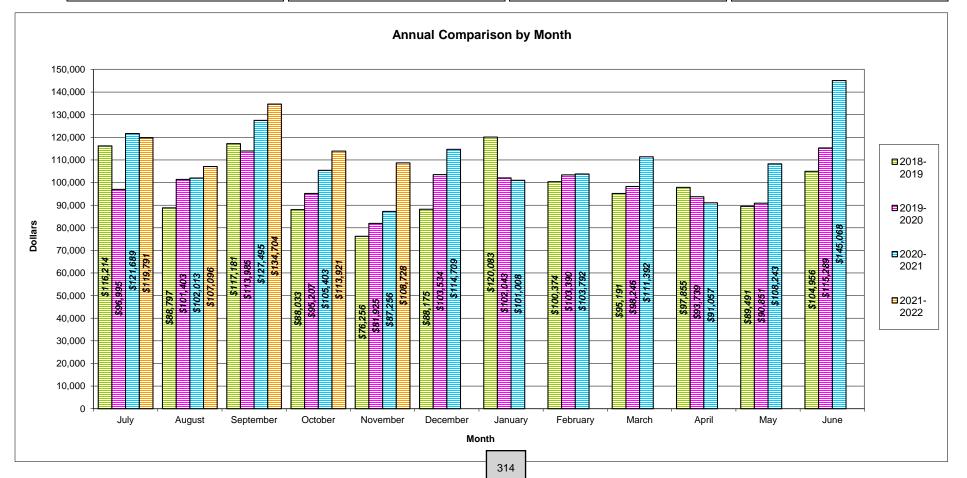
City of Moberly One Percent (1%) General Fund Sales Tax Analysis

		2018 - 2	019		2019-2020					2020-20	21					
			Prior year o	comparison			Prior year o	comparison			Prior year o	comparison			Prior year o	comparison
	% of		Monthly	YTD	% of		Monthly	YTD	% of		Monthly	YTD	% of		Monthly	YTD
	total	Amount	Change	Change	total	Amount	Change	Change	total	Amount	Change	Change	total	Amount	Change	Change
July	9.73%	\$241,703	-5.45%	-5.45%	7.97%	\$199,862	-17.31%	-17.31%	9.09%	\$250,141	25.16%	25.16%	20.37%	\$247,325	-1.13%	-1.13%
August	7.53%	\$187,109	21.72%	4.75%	8.43%	\$211,324	12.94%	-4.11%	7.66%	\$210,787	-0.25%	12.10%	18.10%	\$219,697	4.23%	1.32%
September	9.89%	\$245,772	7.02%	5.57%	9.47%	\$237,294	-3.45%	-3.87%	9.64%	\$265,191	11.76%	11.97%	23.03%	\$279,648	5.45%	2.83%
October	7.45%	\$185,111	-8.96%	2.06%	7.95%	\$199,259	7.64%	-1.39%	8.03%	\$221,103	10.96%	11.73%	19.73%	\$239,568	8.35%	4.12%
November	6.53%	\$162,241	34.26%	6.10%	6.90%	\$172,873	6.55%	-0.13%	6.63%	\$182,491	5.56%	10.69%	18.77%	\$227,855	24.86%	7.47%
December	8.91%	\$221,406	-23.98%	-0.88%	8.55%	\$214,218	-3.25%	-0.68%	8.59%	\$236,514	10.41%	10.64%	0.00%		-100.00%	
January	8.35%	\$207,481	18.27%	1.47%	8.46%	\$212,117	2.23%	-0.27%	7.68%	\$211,290	-0.39%	9.02%	0.00%		-100.00%	
February	8.58%	\$213,170	3.32%	1.70%	8.70%	\$217,948	2.24%	0.05%	7.90%	\$217,419	-0.24%	7.81%	0.00%		-100.00%	
March	8.15%	\$202,638	-2.26%	1.25%	8.29%	\$207,716	2.51%	0.32%	8.57%	\$235,865	13.55%	8.45%	0.00%		-100.00%	
April	8.46%	\$210,267	0.72%	1.20%	7.98%	\$200,097	-4.84%	-0.20%	7.09%	\$195,208	-2.44%	7.40%	0.00%		-100.00%	
May	7.70%	\$191,296	13.53%	2.14%	7.73%	\$193,621	1.22%	-0.08%	8.00%	\$220,208	13.73%	7.94%	0.00%		-100.00%	
June	8.73%	\$217,056	-4.78%	1.49%	9.57%	\$239,953	10.55%	0.85%	11.12%	\$305,934	27.50%	9.81%	0.00%		-100.00%	
Total	100.00%	\$2,485,248			100.00%	\$2,506,282			100.00%	\$2,752,151			100.00%	\$1,214,092		



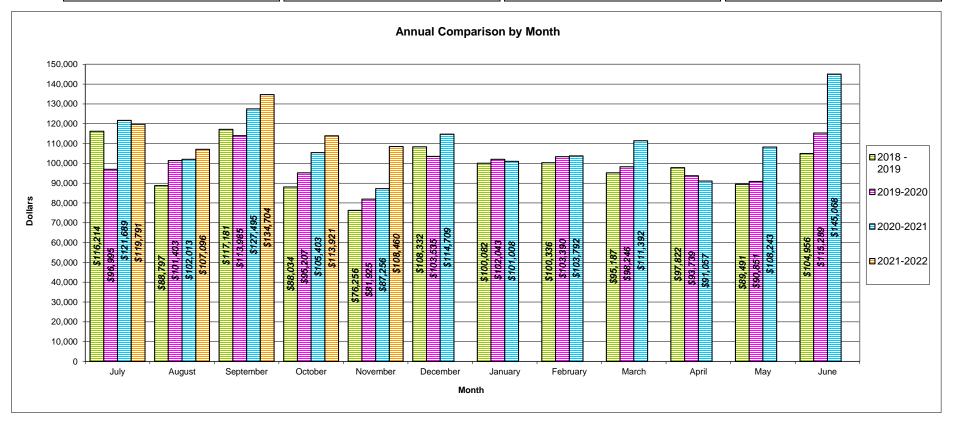
City of Moberly One-Half Percent (1/2%) Parks Fund Sales Tax Analysis

		2018-20)19	2019-2020 2020-2021 2021-20						2022						
			Prior year o	omparison			Prior year o	comparison			Prior year o	omparison			Prior year o	comparison
	% of		Monthly	YTD	% of		Monthly	YTD	% of		Monthly	YTD	% of		Monthly	YTD
	total	Amount	Change	Change	total	Amount	Change	Change	total	Amount	Change	Change	total	Amount	Change	Change
July	9.83%	\$116,214	-4.54%	-4.54%	8.11%	\$96,995	-16.54%	-16.54%	9.23%	\$121,689	25.46%	25.46%	20.50%	\$119,791	-1.56%	-1.56%
August	7.51%	\$88,797	15.53%	3.22%	8.47%	\$101,403	14.20%	-3.23%	7.73%	\$102,013	0.60%	12.75%	18.33%	\$107,096	4.98%	1.42%
September	9.91%	\$117,181	10.81%	5.86%	9.53%	\$113,985	-2.73%	-3.04%	9.67%	\$127,495	11.85%	12.42%	23.06%	\$134,704	5.65%	2.96%
October	7.44%	\$88,033	-9.24%	2.21%	7.96%	\$95,207	8.15%	-0.64%	7.99%	\$105,403	10.71%	12.02%	19.50%	\$113,921	8.08%	4.14%
November	6.45%	\$76,256	26.13%	5.34%	6.85%	\$81,925	7.43%	0.62%	6.61%	\$87,256	6.51%	11.10%	18.61%	\$108,728	24.61%	7.43%
December	7.46%	\$88,175	-37.56%	-4.70%	8.65%	\$103,534	17.42%	3.20%	8.70%	\$114,709	10.79%	11.05%	0.00%		-100.00%	
January	10.15%	\$120,083	46.93%	1.46%	8.53%	\$102,043	-15.02%	0.05%	7.66%	\$101,008	-1.01%	9.28%	0.00%		-100.00%	
February	8.49%	\$100,374	2.44%	1.58%	8.64%	\$103,390	3.00%	0.42%	7.87%	\$103,792	0.39%	8.13%	0.00%		-100.00%	
March	8.05%	\$95,191	-7.45%	0.53%	8.21%	\$98,246	3.21%	0.72%	8.44%	\$111,392	13.38%	8.70%	0.00%		-100.00%	
April	8.27%	\$97,855	5.53%	1.01%	7.83%	\$93,739	-4.21%	0.23%	6.90%	\$91,057	-2.86%	7.61%	0.00%		-100.00%	
May	7.57%	\$89,491	13.37%	1.93%	7.59% \$90,851		1.52%	0.34%	8.21%	\$108,243	19.14%	8.58%	0.00%		-100.00%	
June	8.87%	\$104,956	-4.21%	1.35%	35% 9.63% \$115,289 9.85% 1.18% 1		11.00%	\$145,068	25.83%	10.24%	0.00%		-100.00%			
Total	100.00%	\$1,182,605	•		100.00%	\$1,196,607		•	100.00%	\$1,319,125	•	•	100.00%	\$584,240		•



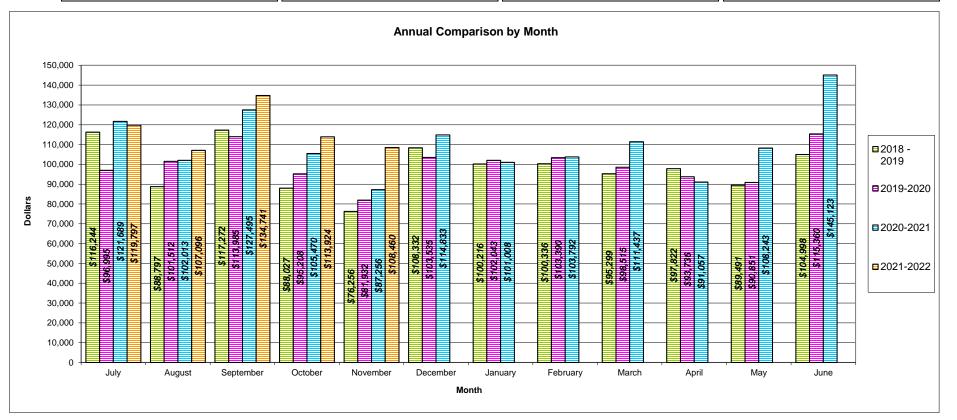
City of Moberly One-Half Percent (1/2%) Capital Improvement Fund Sales Tax Analysis

		2018 - 2	019			2019-20)20			2020-20)21			2021-20)22	
			Prior year o	comparison			Prior year o	comparison			Prior year o	comparison			Prior year o	comparison
	% of		Monthly	YTD	% of		Monthly	YTD	% of		Monthly	YTD	% of		Monthly	YTD
	total	Amount	Change	Change	total	Amount	Change	Change	total	Amount	Change	Change	total	Amount	Change	Change
July	9.83%	\$116,214	-4.54%	-4.54%	8.11%	\$96,995	-16.54%	-16.54%	9.23%	\$121,689	25.46%	25.46%	20.51%	\$119,791	-1.56%	-1.56%
August	7.51%	\$88,797	15.53%	3.22%	8.47%	\$101,403	14.20%	-3.23%	7.73%	\$102,013	0.60%	12.75%	18.34%	\$107,096	4.98%	1.42%
September	9.91%	\$117,181	10.81%	5.86%	9.53%	\$113,985	-2.73%	-3.04%	9.67%	\$127,495	11.85%	12.42%	23.07%	\$134,704	5.65%	2.96%
October	7.44%	\$88,034	-9.24%	2.21%	7.96%	\$95,207	8.15%	-0.64%	7.99%	\$105,403	10.71%	12.02%	19.51%	\$113,921	8.08%	4.14%
November	6.45%	\$76,256	26.13%	5.34%	6.85%	\$81,925	7.43%	0.62%	6.61%	\$87,256	6.51%	11.10%	18.57%	\$108,460	24.30%	7.38%
December	9.16%	\$108,332	-23.29%	-1.36%	8.65%	\$103,535	-4.43%	-0.30%	8.70%	\$114,709	10.79%	11.05%	0.00%		-100.00%	
January	8.46%	\$100,082	22.45%	1.48%	8.53%	\$102,043	1.96%	0.03%	7.66%	\$101,008	-1.01%	9.28%	0.00%		-100.00%	
February	8.48%	\$100,336	2.40%	1.60%	8.64%	\$103,390	3.04%	0.41%	7.87%	\$103,792	0.39%	8.13%	0.00%		-100.00%	
March	8.05%	\$95,187	-7.45%	0.55%	8.21%	\$98,246	3.21%	0.71%	8.44%	\$111,392	13.38%	8.70%	0.00%		-100.00%	
April	8.27%	\$97,822	5.49%	1.01%	7.83%	\$93,739	-4.17%	0.23%	6.90%	\$91,057	-2.86%	7.61%	0.00%		-100.00%	
May	7.57%	\$89,491	13.37%	1.94%			1.52%	0.33%	8.21%	\$108,243	19.14%	8.58%	0.00%		-100.00%	
June	8.87%	\$104,956	-4.21%	1.36%	9.63%	\$115,289	9.85%	1.18%	11.00%	\$145,068	25.83%	10.24%	0.00%		-100.00%	
Total	100.00%	\$1,182,688			100.00%	\$1,196,609	•	•	100.00%	\$1,319,126	•	•	100.00%	\$583,973	•	•



City of Moberly One-Half Percent (1/2%) Transportation Trust Fund Sales Tax Analysis

		2018 - 2	019			2019-20	20			2020-20	21			2021-2022			
			Prior year o	comparison			Prior year o	comparison			Prior year o	comparison			Prior year o	comparison	
	% of		Monthly	YTD	% of		Monthly	YTD	% of		Monthly	YTD	% of		Monthly	YTD	
	total	Amount	Change	Change	total	Amount	Change	Change	total	Amount	Change	Change	total	Amount	Change	Change	
July	9.83%	\$116,244	-4.52%	-4.52%	8.10%	\$96,995	-16.56%	-16.56%	9.22%	\$121,689	25.46%	25.46%	20.51%	\$119,797	-1.55%	-1.55%	
August	7.51%	\$88,797	15.53%	3.24%	8.48%	\$101,512	14.32%	-3.19%	7.73%	\$102,013	0.49%	12.69%	18.34%	\$107,096	4.98%	1.43%	
September	9.91%	\$117,272	10.87%	5.89%	9.52%	\$113,985	-2.80%	-3.05%	9.66%	\$127,495	11.85%	12.39%	23.07%	\$134,741	5.68%	2.97%	
October	7.44%	\$88,027	-9.27%	2.22%	7.95%	\$95,208	8.16%	-0.64%	7.99%	\$105,470	10.78%	12.01%	19.51%	\$113,924	8.02%	4.14%	
November	6.45%	\$76,256	26.13%	5.35%	6.84%	\$81,932	7.44%	0.62%	6.61%	\$87,256	6.50%	11.09%	18.57%	\$108,460	24.30%	7.37%	
December	9.16%	\$108,332	-23.29%	-1.35%	8.65%	\$103,535	-4.43%	-0.30%	8.70%	\$114,833	10.91%	11.06%	0.00%		-100.00%		
January	8.47%	\$100,216	22.56%	1.50%	8.52%	\$102,043	1.82%	0.01%	7.66%	\$101,008	-1.01%	9.29%	0.00%		-100.00%		
February	8.48%	\$100,336	2.40%	1.62%	8.64%	\$103,390	3.04%	0.39%	7.87%	\$103,792	0.39%	8.13%	0.00%		-100.00%		
March	8.06%	\$95,299	-7.36%	0.57%	8.23%	\$98,515	3.37%	0.71%	8.45%	\$111,437	13.12%	8.68%	0.00%		-100.00%		
April	8.27%	\$97,822	5.49%	1.04%	7.83%	\$93,736	-4.18%	0.23%	6.90%	\$91,057	-2.86%	7.59%	0.00%		-100.00%		
May	7.56%	\$89,491	13.37%	1.96%	% 7.59% \$90,851 1.52		1.52%	0.33%	8.20%	\$108,243	19.14%	8.56%	0.00%		-100.00%		
June	8.87%	\$104,998	-4.17%	1.38%	9.64%	\$115,360	9.87%	1.18%	11.00%	\$145,123	25.80%	10.22%	0.00%		-100.00%		
Total	100.00%	\$1,183,089			100.00%	\$1,197,062			100.00%	\$1,319,415			100.00%	\$584,018			

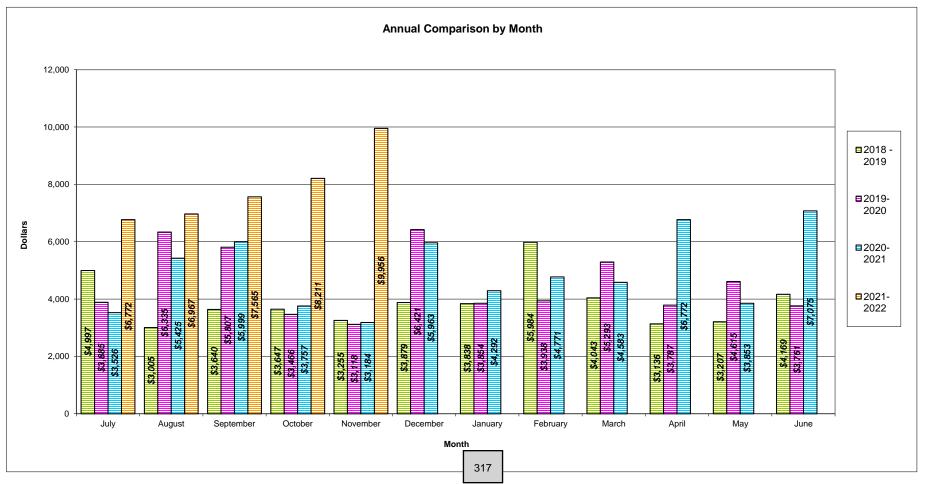


City of Moberly
One Percent (1%) Downtown Community Improvement District Sales & Use Tax Analysis

July
August
September
October
November
December
January
February
March
April
May
June

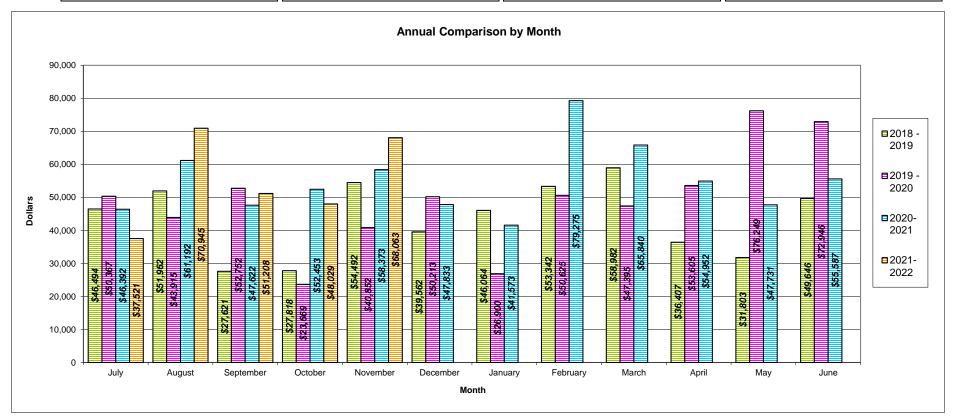
Total

	2018 - 2019					2019-20)20		2020-2021			2021-2022				
	Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison			
	% of		Monthly	YTD	% of		Monthly	YTD	% of		Monthly	YTD	% of		Monthly	YTD
	total	Amount	Change	Change	total	Amount	Change	Change	total	Amount	Change	Change	total	Amount	Change	Change
1	0.68%	\$4,997	NA	NA	7.16%	\$3,885	-22.25%	-22.25%	5.96%	\$3,526	-9.24%	-9.24%	17.16%	\$6,772	92.03%	92.03%
	6.42%	\$3,005	NA	NA	11.67%	\$6,335	110.82%	27.72%	9.16%	\$5,425	-14.37%	-12.42%	17.65%	\$6,967	28.42%	53.48%
	7.78%	\$3,640	NA	NA	10.70%	\$5,807	59.53%	37.67%	10.13%	\$5,999	3.32%	-6.72%	19.17%	\$7,565	26.09%	42.49%
	7.79%	\$3,647	NA	NA	6.39%	\$3,466	-4.97%	27.50%	6.35%	\$3,757	8.39%	-4.03%	20.80%	\$8,211	118.56%	57.76%
	6.96%	\$3,255	NA	NA	5.75%	\$3,118	-4.21%	21.93%	5.38%	\$3,184	2.09%	-3.19%	25.22%	\$9,956	212.74%	80.30%
	8.29%	\$3,879	20.72%	20.72%	11.83%	\$6,421	65.55%	29.48%	10.07%	\$5,963	-7.14%	-4.06%	0.00%		-100.00%	
	8.20%	\$3,838	18.14%	19.42%	7.10%	\$3,854	0.40%	25.23%	7.25%	\$4,292	11.36%	-2.25%	0.00%		-100.00%	
1	2.79%	\$5,984	3.69%	12.00%	7.26%	\$3,938	-34.19%	14.20%	8.06%	\$4,771	21.14%	0.25%	0.00%		-100.00%	
	8.64%	\$4,043	-8.74%	6.48%	9.75%	\$5,293	30.90%	16.06%	7.74%	\$4,583	-13.42%	-1.47%	0.00%		-100.00%	
(6.70%	\$3,136	19.03%	8.20%	6.98%	\$3,787	20.74%	16.44%	11.44%	\$6,772	78.83%	5.15%	0.00%		-100.00%	
	6.85%	\$3,207	23.58%	10.02%	8.50%	\$4,615	43.88%	18.50%	6.51%	\$3,853	-16.50%	3.18%	0.00%		-100.00%	
	8.91%	\$4,169	-22.83%	3.52%	6.93%	\$3,761	-9.77%	15.98%	11.95%	\$7,075	88.10%	9.06%	0.00%		-100.00%	
_ 1	100.00%	\$46,801			100.00%	\$54,280			100.00%	\$59,199			100.00%	\$39,470		



City of Moberly Two & One-Half Percent (2-1/2%) Use Tax Analysis

	2018 - 2019				2019 - 20	020		2020-2021				2021-2022				
	Prior year comparison		comparison	Prior year comparison		Prior year o		comparison		Prior year comparison						
	% of		Monthly	YTD	% of		Monthly	YTD	% of		Monthly	YTD	% of		Monthly	YTD
	total	Amount	Change	Change	total	Amount	Change	Change	total	Amount	Change	Change	total	Amount	Change	Change
July	8.87%	\$46,494	33.98%	33.98%	8.54%	\$50,367	8.33%	8.33%	7.04%	\$46,392	-7.89%	-7.89%	13.61%	\$37,521	-19.12%	-19.12%
August	9.91%	\$51,962	76.73%	53.59%	7.45%	\$43,915	-15.49%	-4.24%	9.29%	\$61,192	39.34%	14.11%	25.73%	\$70,945	15.94%	0.82%
September	5.27%	\$27,621	-60.92%	-6.46%	8.95%	\$52,752	90.99%	16.62%	7.23%	\$47,622	-9.73%	5.56%	18.57%	\$51,208	7.53%	2.88%
October	5.31%	\$27,818	99.55%	3.47%	4.02%	\$23,669	-14.91%	10.92%	7.96%	\$52,453	121.61%	21.65%	17.42%	\$48,029	-8.44%	0.02%
November	10.40%	\$54,492	99.30%	18.35%	6.93%	\$40,852	-25.03%	1.52%	8.86%	\$58,373	42.89%	25.75%	24.68%	\$68,063	16.60%	3.66%
December	7.55%	\$39,562	-9.57%	12.80%	8.52%	\$50,213	26.92%	5.57%	7.26%	\$47,833	-4.74%	19.90%	0.00%		-100.00%	
January	8.79%	\$46,064	17.37%	13.49%	4.56%	\$26,900	-41.60%	-1.82%	6.31%	\$41,573	54.55%	23.13%	0.00%		-100.00%	
February	10.18%	\$53,342	-37.08%	1.02%	8.59%	\$50,625	-5.09%	-2.32%	12.03%	\$79,275	56.59%	28.12%	0.00%		-100.00%	
March	11.25%	\$58,982	0.52%	0.95%	8.04%	\$47,395	-19.65%	-4.84%	9.99%	\$65,840	38.92%	29.45%	0.00%		-100.00%	
April	6.95%	\$36,407	6.51%	1.38%	9.09%	\$53,605	47.24%	-0.55%	8.34%	\$54,952	2.51%	26.17%	0.00%		-100.00%	
May	6.07%	\$31,803	-17.39%	-0.14%	12.93%	\$76,249	139.75%	8.85%	7.24%	\$47,731	-37.40%	16.78%	0.00%		-100.00%	
June	9.47%	\$49,646	4.21%	0.26%	12.37%	\$72,946	46.93%	12.46%	8.44%	\$55,587	-23.80%	11.76%	0.00%		-100.00%	
Total	100.00%	\$524,193			100.00%	\$589,488			100.00%	\$658,823			100.00%	\$275,765		



#18.

City of Moberly Health Plan Trust Comparative Profit & Loss Statement October 2021

<u>Income</u>		July-October 2021	July-October 2020	\$ Change	% Change
4900	Miscellaneous	0.00	3,060.00	(3,060.00)	-100.00%
4901	Interest Income	58.80	120.57	(61.77)	-51.23%
4950	Employer Contributions	447,625.17	460,560.33	(12,935.16)	-2.81%
4951	Employee Contributions	124,751.63	63,967.80	60,783.83	95.02%
4952	Employee Cobra Payments	5,182.74	4,369.29	813.45	18.62%
4953	Reinsurance Refunds	13,509.27	18,546.00	(5,036.73)	-27.16%
4954	Employee Buy-up Premiums	2,225.00	0.00	<u>2,225.00</u>	0.00%
Total Inco	ome	593,352.61	550,623.99	42,728.62	7.76%
<u>Expenditu</u>	<u>ures</u>				
5406	Contracted Services	0.00	0.00	0.00	100.00%
5806	Miscellaneous	126.00	0.00	126.00	100.00%
5817	Bank Fees	402.68	261.39	141.29	54.05%
5850	Health Claims Paid	347,115.00	278,165.51	68,949.49	24.79%
5851	Pharmaceuticals	82,305.20	113,299.08	(30,993.88)	-27.36%
5852	Reinsurance Premiums	122,496.44	114,767.35	7,729.09	6.73%
5853	Life Insurance Premiums	8,095.06	8,284.75	(189.69)	-2.29%
5854	Medical Claims Admin Fees	25,274.86	6,841.80	18,433.06	269.42%
5855	Dental Claims Admin Fees	1,751.75	1,751.75	0.00	0.00%
5856	Air Ambulance Memberships	6,300.00	0.00	6,300.00	100.00%
5857	Dental Claims Paid	21,936.34	26,982.13	(5,045.79)	-18.70%
5858	HSA Account Fees	<u>292.50</u>	0.00	292.50	100.00%
Total Exp	enditures	<u>616,095.83</u>	<u>550,353.76</u>	65,742.07	<u>11.95%</u>
Net Incor	me (Loss)	(22,743.22)	<u>270.23</u>	<u>(23,013.45)</u>	<u>-8516.25%</u>

#18.

City of Moberly Health Plan Trust Comparative Balance Sheet October 31, 2021

<u>ASSETS</u>	October 31, 2021	October 31, 2020	\$ Change	% Change
Current Assets				
1000 Cash	<u>497,118.03</u>	<u>361,082.82</u>	136,035.21	<u>37.67%</u>
Total Current Assets	497,118.03	361,082.82	136,035.21	37.67%
Other Assets				
1300 Investments	0.00	<u>0.00</u>	0.00	100.00%
Total Other Assets	0.00	<u>0.00</u>	0.00	<u>100.00%</u>
TOTAL ASSETS	<u>497,118.03</u>	<u>361,082.82</u>	<u>136,035.21</u>	<u>37.67%</u>
LIABILITIES & EQUITY				
Equity				
3000 Unreserved Fund Balance	519,861.25	360,812.59	159,048.66	44.08%
Net Income (Loss)	(22,743.22)	<u>270.23</u>	(23,013.45)	<u>-8516.25%</u>
Total Equity	<u>497,118.03</u>	361,082.82	136,035.21	<u>37.67%</u>
TOTAL LIABILITIES & EQUITY	<u>497,118.03</u>	<u>361,082.82</u>	<u>136,035.21</u>	<u>37.67%</u>



		2021		2020
	Thompson Campground	184	Daily(127) Monthly(15) Tent(42)	129
	Misc Thompson Campground	-	-	-
			Dump Station(2) Memorial	
	Miscellaneous Park Fees	\$1,127.87	Bench(1) Raw Water Donations(\$237.87)	\$753.52
	Overnight Fishing Passes	0	-	1
	Paddleboat Rental	\$50.00	5	0
	Canoe Storage	-	-	-
	Archery Range	-	-	-
	Overlook & Plaza	-		-
S	Midway	-	-	-
쓴	Agricultural Barns	-	-	-
Parl	Equestrian Area/	1	Internal: Block for Disc Golf	0
۵	Rodeo Ground	1	Tournament(1 res. 2 days)	0
	James Youth Center	7	Birthday Party(2) Family Reunion(2) Fair Board Meeting(1) 4- H Meeting(1) Baby Shower(1)	10
	Lodge	5	Retirement Party(1) Wedding(2 res. 2 days) Memorial Dinner(1) Rotary(1)	10
	Lion's Beuth Park	-	-	-
	Fox Park (entire)	-	-	-
	Tannehill Park	-	-	-
	Depot Park	-	-	-
	Rothwell Park 5K / Complex 5K	2	Cross Country Meet(1) JROTC 5K(1)	4
		2021		2020
Œ.	HHAC Entire Complex	-	-	-
athe	Red 1	0	-	1
We	Red 2	0	- 1201- Constant Frank - 11 Provides /2	1
due to	Blue 1	3	Little Spartan Football Practice(3 days of practices)	7
ent	Blue 2	0		1
are flu	Blue 3	3	Little Spartan Football Practice(3 days of practices)	7
ules	Green 1	0	- -	1
hedi	Green 2	0	-	1
s/Scl			Lewis & Clark Softball	
e Games	Green 3	5	Tournament(1) Fall Coed Slow- Pitch Softball(4 games)	8
sase note Games/Schedules are fluent due to weather)	Green 4	1	Lewis & Clark Softball Tournament(1)	2

Recreation	Homecoming Event Trick-or-Treat Trail	estimated for Saturday portion 3000-4000 43	Commerce(Face Painting&Caricature Artist(\$515)/Trolley(275-300) More children and families than previous years. Estimate includes adults. Participating Businesses	Fall Fest-800 2500-3000 35
		2021 6,000	Partnered with Chamber of	2020
Aq				
Aquatic Cer	Party Area	-	-	-
nter	Entire Facility	2021 -		2020
Auditorium	Entire Facility	7	Westran HS Class Reunion(1) Randolph County Commissioner Event(1) PD/FDBlood Drive(1) Swift Prepared Foods Hiring Event(1) 4-H Awards Ceremony(1) RCRC-Lincoln Days Banquet(1) Internal: City Health Fair(1)	4
	Overlook Depot Park Shelter	- - 2021	-	2020
G)	Riley Pavilion Meditation Garden and Legacy	3	Internal: Block for Cross Country Meet	3
Shelters	Lake Pavilion	1	Party(2) Softball Picnic(1) Memorial Service(1) JROTC 5K(1)	1
ers	Shelter 3 Shelter 5 Fox Park Shelter Klein Shelter	- 1 1	- Birthday Party(1) Birthday Party(1) FFA Barnwarming(1) Birthday	- 1 1
	Shelter 1	2021	Private Rental(1) Family Reunion(1)	2020
证	Shelter 1 Tennis Courts Wilhite Tennis Courts	-	-	-
Fields/Courts	Fox Field Fox Park Pickleball/ Tennis Courts Batting Cages	0 -	- - -	1 - 2
) (Co	Groeber Meinert Patrick	2 1 1	Adult Softball Practice(2) Adult Softball Practice(1) HAVOC Softball Practice(1)	1 1 1
	Green 5	6	Tournament(1) Fall Coed Slow- Pitch Softball(5 games)	6
ĕ			Lewis & Clark Softball	

Director - Troy Bock

- Water's Edge bid the splash pad project. Four contractors picked up plans, but only one submitted a bid. Fortunately, it was a contractor Water's Edge has long experience with. They have a great history on splash pads, aquatic centers, as well as water/sewer projects.
- Arranged for radio, television, and other marketing for the Mandy Barnett concert. Paid
 radio ads are arranged with Alpha Media for the Moberly area, KWWR for the Mexico
 area, Clear 99 in the Columbia area, and KAT Country in the Jefferson City area.
 Television ads with OnMedia will focus on the market from Jefferson City and Columbia
 through Moberly, Kirksville, and westward toward St. Joseph.
- Worked with administration and ESP regarding the new solar pavilion proposal to get that project moving forward.
- Continued working with two entities on amphitheaters on prefab structures with cooperative bidding (pre-bid pricing) and they are, so far, not responding with what we are requesting so we may need to look at a request for proposals process.
- Worked with staff to review all fees and policies ahead of the 2022 season to ensure we
 are covering costs on facilities to the extent possible while balancing that with the need to
 minimize the financial barrier to customers. Recommendations will be taken through
 Park Board in November.
- McCormick continues working on cart paths on the front nine at Heritage Hills.
- Brian and I met with Bryan Minnis and Eric Brown for our monthly update on Heritage Hills. Overall things are going well on the grounds and in terms of memberships. They are supposed to be getting us a list of old, unused equipment so we can look to sell them off for what little value we can get off them, using the funds to refurbish other equipment such as two of the chemical sprayers that are needing attention.
- The City has moved forward with Enterprise on fleet management. This should allow us to continue purchasing at government pricing while leveraging the market on resale on a national scale while also optimizing the resale timeline to get the most value out of the used vehicle. By rotating more frequently (approximately every 4 years), we should see some decrease in maintenance also given warranty and the likelihood of fewer problems.
- We continue to review MACC agreements for field use and improvements. Brian has been meeting with Dr. Lashley on each revision. We hope to have a win-win on agreements and have them approved by the end of the year.
- The designs on the tree identification signs are nearly complete. This is a partnership with Conservation they are providing the funding.

Administration – Leslie Keeney

- Processed bills and timesheets for the department.
- Visited the Runge Nature Center with ICAN and some of their clients. Their clients and staff seemed to enjoy the day.
- Volunteered at the Chris Stapleton concert with Missouri Parks and Recreation as part of
 my "Director Elect" position. We were responsible for one of the concession stands, it
 was a good event and gave me the opportunity to meet other Parks and Recreation
 professionals in our region.
- Attended and took minutes for the Friends of the Park meeting on October 28th.
- Submitted MFA Incorporated Charitable Foundation Grant on behalf of Moberly Friends of the Park organization. This was done to try and obtain funds for new Adirondack chairs at the Aquatic Center.
- Continued working to rectify elevator issues with Todd.
- Oversaw day to day operations of Parks and Recreation Office.

Dirk Miller – Park Superintendent

- Installed Memorial Benches for Don Orscheln and Louie & Edna Caldarello at Heritage Hills.
- Preparing for Christmas in the Park.
- Department winterized the Dog Park, Fox Park, Optimist, and Groeber bathrooms. Pete Agee came out and winterized the Pool and the Complex.
- JROTC 5K and the Cowboys for Christmas events were held at the Lodge/Riley Pavilion and both seemed to have a very good turnout.
- Had some vandalism at the Pullman Railroad car at Depot Park. In process to replace a window and make a door for the rear of the railroad car. Also patching some rust spots on the east side of the car.
- Met with Troy, Tim Patrick, and Michael Fisher of Waters Edge on the Splash Pad to review plans. Also reviewing plans for the new Amphitheater.
- Had Pete Agee & Tony Harlan out to dig up and fix the electric line at the Complex. Agee also cleaned out a sewer line at Thompson RV Campsite, and Harlan also hooked up a new power source at Meinert Field for Altrusa's Christmas Lights.
- Cut down large Oak at south entrance to Meditation Garden. Had to remove a very large
 Oak tree by Shelter #3 that had fallen across the roadway. Removed all the limbs and
 hauled off with Dump Truck for firewood.

<u>Jacob Bunten – Athletic Complex Supervisor/Sports Manager</u>

Athletic Complex:

- Complex restrooms were winterized and signage put out so visitors would be aware.
- Funbrella's were winterized.
- Fall over-seeding and fertilizer applications were applied.

Sports:

- Hosted the Lewis and Clark softball tournament October 2nd.
- Little Spartan football practices were held every Tuesday and Thursday nights.
- Fall Adult softball league was held every Tuesday night and concluded October 19th.

Amanda White/Jenna Kitchen - Recreation

Concessions:

- Had Lewis & Clark Softball Tournament at HHAC.
- In process of selling some leftover concession products to MACC.

Events

- Trick-or-Treat Trail went great! Estimated roughly 1,500-2,000 children. We had roughly 43 vendors setup on Reed St.
- Working on 2022 Activity Guide draft, hoping to get finalized before Thanksgiving.
- Prepping for Frosty 5K and Mandy Barnett Christmas Concert.

Aquatics:

• Closed for the season.

City of



Police Department

Troy Link
Chief of Police
264th Session FBI Academy

300 N Clark Street Moberly, MO 65270 Phone: 660-263-0346 Fax: 660-263-8540

Division of Criminal Investigation Monthly Report October 2021

- 1. Boone Co warrant (Violation of Court Order) Suspect: JB, W/F, 55 yoa; Victim: Boone County, MO. Reports sent to RCPA
- 2. Child Molestation 2nd Degree: Suspect: SM, W/M, 43 yoa; Victim: AB, W/F, 8 yoa. Reports sent to RCPA
- 3. Child Molestation 2nd Degree: Suspect: SM, W/M, 43 yoa; Victim: AB, W/F, 8 yoa. Reports sent to RCPA
- 4. Child Molestation 2nd Degree: Suspect: SM, W/M, 43 yoa; Victim: AB, W/F, 8 yoa. Reports sent to RCPA
- 5. Possession of Child Pornography: Suspect: SM, W/M, 43 yoa; Victim: Numerous unidentified children. Reports sent to RCPA
- 6. P&P Warrant: Suspect; KG, W/F, 35 yoa, Victim; State of Missouri, Disposition: Sent to RCPA
- 7. Resisting Arrest for a Felony: Suspect; KG, W/F, 35 yoa, Victim; State of Missouri, Disposition: Sent to RCPA
- 8. Delivery of a Controlled Substance into a Correctional Facility: Suspect; KG, W/F, 35 yoa, Victim; State of Missouri, Disposition: Sent to RCPA
- 9. Delivery of a Controlled Substance Except 35 Grams or Less of Marijuana: Suspect; WB, W/M, 34 yoa, Victim; State of Missouri, Disposition: Sent to RCPA
- 10. Delivery of a Controlled Substance Except 35 Grams or Less of Marijuana: Suspect; WB, W/M, 34 yoa, Victim; State of Missouri, Disposition: Sent to RCPA
- 11. Unlawful Possession of a Firearm/Subsection 11: Suspect; WB, W/M, 34 yoa, Victim; State of Missouri, Disposition: Sent to RCPA
- 12. Unlawful Possession of a Firearm: Suspect; WB, W/M, 34 yoa, Victim; State of Missouri, Disposition: Sent to RCPA
- 13. Fail to Register as a Sex Offender: Suspect; WB, W/M, 34 yoa, Victim; State of Missouri, Disposition: Sent to RCPA
- 14. Possession of a Controlled Substance Except 35 Grams or Less of Marijuana: Suspect; RL, W/M, 36 yoa, Victim: State of Missouri, Disposition: Sent to RCPA
- 15. FTA Warrant (Misdemeanor): Suspect; CB, W/F, 39 yoa, Victim: State of Missouri, Disposition: Sent to RCPA
- DWS/R: Suspect; CB, W/F, 39 yoa, Victim: State of Missouri, Disposition: Sent to RCPA

- 17. FTA Warrant (Misdemeanor): Suspect; CP, W/M, 21 yoa, Victim; State of Missouri, Disposition: Sent to BCPA
- 18. Warrant Arrest (Assault 3rd): Suspect; AM, W/M, 22 yoa, Victim: State of Missouri, Disposition: Sent to RCPA
- 19. DWS/R 3rd: Suspect; CT, W/M, 41 yoa, Victim: State of Missouri, Disposition: Sent to RCPA
- 20. Fail to Register as a Sex Offender: Suspect; LB, W/M, 54 yoa, Victim: State of Missouri, Disposition: Sent to RCPA
- 21. Fail to Comply with Halloween Restriction as a Sex Offender: Suspect; LB, W/M, 54 yoa, Victim: State of Missouri, Disposition: Sent to RCPA.

Cases Cleared	21
Interviews	79
Interrogations	8
Reports Written	

Special Assignments

Monthly Report

Completed Paycom for detective unit.

Approved numerous reports for Detective Unit.

Tagged numerous body camera videos.

Attended city Health Fair.

Assisted with Trespassing call.

Assisted Patrol Division with warrant arrest.

Assisted with processing evidence for drug investigation.

Assisted with search warrant for Child Abuse investigation.

MULES Certification Training.

Assisted Columbia Police Department with a drug investigation.

Assisted Patrol Division with a fraud/stealing case.

Called in to assist with Rape investigation.

Assisted with search warrant for Child Pornography and Child Molestation.

Submitted Press Release in reference to Child Molestation/Possession of Child

Pornography arrest.

Called out to assist with Stealing investigation.

Assisted with warrant arrests of two subjects.

Virtual Academy Online Training- Emergency Vehicle Operations.

Virtual Academy Online Training- Missouri Legal Update.

Virtual Academy Online Training- Emergency Operations Planning for Schools.

Attended night qualification for handguns.

Attended Supervisor's Meeting.

Assisted Patrol Division with a Peace Disturbance.

Responded and assisted with Death Investigation due to suspected Drug Overdose.

Field contact with suspected drug activity

City of



Police Department

Troy Link
Chief of Police
264th Session FBI Academy

300 N Clark Street Moberly, MO 65270 Phone: 660-263-0346 Fax: 660-263-8540

Traffic stop with C & I driver Collected intelligence on narcotics investigations Briefed RCPA on overdose death investigation Conducted traffic stops / Consent searches Virtual Academy Training Assisted patrol with drug investigation Sex offender violation/drug arrest Wanted persons arrested Attended CMTOA SWAT training Assisted NOMO with drug investigations Child abuse/pornography search warrant Interviewed subject in reference to multiple overdose death investigations Attempted to locate subject who escaped MPD custody Interviewed subject in reference to escaped fugitive Investigated allegations of child sexual abuse Investigated possible license plate theft Assisted patrol with calls for service due to manpower concerns Conducted open records searches for criminal intelligence Conducted sex offender compliance checks for Halloween

Respectfully Submitted, Tracey Hayes Commander

Moberly Police Department 11/01/21 Total CAD Calls Received, by Nature of Call Page: 1 13:57

343

Abandoned Vehicle 2 0.25 Accident/Motor Vehicle 18 2.26 Alarm Call 11 1.38 Animal Complaint 1 0.13 Assault 4 0.50	
Accident/Motor Vehicle 18 2.26 Alarm Call 11 1.38 Animal Complaint 1 0.13 Assault 4 0.50	
Alarm Call 11 1.38 Animal Complaint 1 0.13 Assault 4 0.50	
Animal Complaint 1 0.13 Assault 4 0.50	
Assault 0.50	
2.62	
Assist Other Agency 29 3.63	
Assist Public/Employee 71 8.90	
Building Check 143 17.92	
Burglary 3 0.38	
Damage Property 7 0.88	
Death Investigation 3 0.38	
Document Delivery/Pickup 1 0.13	
Domestic Abuse 3 0.38	
DWI 1 0.13	
E911 Check 4 0.50	
Field Contact 15 1.88	
Fire Call 1 0.13	
Fire Health Safety Check 1 0.13	
Found Property/Contraband 5 0.63	
Fraud 3 0.38	
Funeral Escort 1 0.13	
Harassment 15 1.88	
Health Safety 4 0.50	
Keeping the Peace 7 0.88	
Medical Assist\RCAD 2 0.25 Missing Person 2 0.25	
101/11/9 (1010/01/01	
1000 11000	
Rape 2 0.25 Runaway Juv 2 0.25	
Search Warrant 2 0.25	
Security Escort 1 0.13	
Sex Offenses 3 0.38	
Special Assignment 3 0.38	
Stealing 31 3.88	
Suicide/Suicide Attempt 1 0.13	
Suspicious Activity 52 6.52	
Suspicious Person 10 1.25	
Suspicious Vehicle 13 1.63	
Traffic Complaint 173 21.68	
Trespass/Refusing to Leave 9 1.13	
Warrant Arrest 11 1.38	
Try to Contact/Well-Being 41 5.14	

798 Total Calls:

Report Includes:

All dates between `00:00:01 10/01/21` and `23:59:59 10/31/21`

All nature of incidents

All cities matching `MOB`

All types

All priorities

All agencies matching `1`

Moberly Fire Department October Monthly Report 2021



City of Moberly Fire Department

Emergency Dial 911

Station #1 660-269-8705 EXT 2035

Fax# 660-263-0596 E-mail ryand@moberlyfd.com Station #2 660-263-4121 310 N. Clark Moberly, MO 65270-1520 Fire Chief Don Ryan

To: Mayor and City Council From: Don Ryan, Fire Chief Date: November 2, 2021

Re: October Monthly Council Report:

- Last month the fire department responded to 94 incidents (29 different types) this included: 15 fire related calls, 48 EMS Calls, 5 hazardous conditions, 18 service calls, 1 good intent call, 6 false alarms & false calls, and 11 fire inspections.
- The Department's three shifts combined training hours was **385**. The following topics were covered: Tower Operations; Defensive Driving; MIRMA Training; Incident Command Training; Recruit Training; Fire Prevention; and Health and Wellness.
- The Chief participated in the COVID-19 weekly conference call (COAD).
- Vehicle maintenance: Engine 302 has had engine repairs finished and is back on the front line. Engine 305 has been taken to STLF Diesel Repair for a blown head gasket and at least one injector is bad. We are in much better shape due to the arrival of the rental engine from Rosenbauer. Engine 304, the cab hydraulic cylinders for raising of the cab need to be rebuilt, this is being addressed soon. It also will have to have the pump packing seals reworked to eliminate a consistent leak.
- The Chief worked extensively on the purchase of a used aerial truck. With the assistance from the finance department, the generous acceptance from the City Council, and the hard work of personnel, the City now has a 2006 Sutphen 100' tower truck in its fleet. The department personnel are pleased with the acquisition, and the Council should be proud that this is representing the City.
- Equipment/station maintenance: The new door and other related renovation project at Station 2 has begun. We hope to have this project completed within the next month.
- The Department continues with the hydrant location mapping project in conjunction with the Water Department. This will bring the mapping of all hydrants up-to-date.
- Hydrant testing for the year has been completed. Thank you to all shifts for their hard work getting these taken care of for the year.
- Chief met with MacQueen Group to discuss getting a quote from them regarding a fleet management program established. He also made contact with STLF Diesel Repair (Moberly) and Cummins (Columbia) requesting a quote for the same.
- Building inspections (CFOs) and annual business inspections continue to be performed on a regular basis.

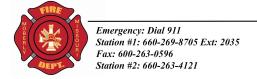
#18.

- The Chief had a meeting with a representative from FirstNet regarding what they have to offer to the area concerning public safety and priority phone abilities.
- The Chief attended the Regional Homeland Security Oversight Committee Meeting held at MACC on the 18th.
- Fire Chief and members of "A" Shift attended the ribbon cutting ceremony at the airport on the 29th.

Notice for November 2021

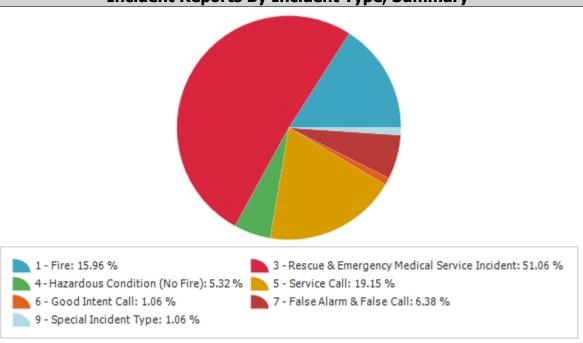
- In November, the Moberly Fire Department will have three personnel beginning their Hutchinson Community College Fire Academy Hands-On portion of their classes; they will be gone from November 5th through November 19th.
- Blue Valley Public Safety to be here to look over the new siren location for the replacement of the old siren on the 16th. I will also be taking him by the Kelly Hotel to see the site of the removal of that older siren. The old siren at the McKenzie location will be donated to the Randolph County Emergency Management Agency.
- The Department will participate in the Veteran's Day Parade on the 13th.
- Gas Appliance and Business inspections will continue to be provided when we receive them.
- The Chief will continue to participate in the COVID-19 weekly conference call (COAD).

City of Moberly Fire Department



310 N. Clark Moberly, MO 65270-1520

Incident Reports By Incident Type, Summary



Incident Type	Total Incidents	Percent
111 - Building fire	2	2.13%
131 - Passenger vehicle fire	2	2.13%
151 - Outside rubbish, trash or waste fire	6	6.38%
1511 - Household Refuse Fire	1	1.06%
1512 - Building Materials/ Demo Mat. Fire	2	2.13%
1513 - Yard Waste/ Refuse Fire	2	2.13%
3112 - Lift Assistance	12	12.77%
3113 - Standby, No care provided	3	3.19%
321 - EMS call, excluding vehicle accident with injury	30	31.91%
322 - Motor vehicle accident with injuries	2	2.13%
324 - Motor vehicle accident with no injuries.	1	1.06%
411 - Gasoline or other flammable liquid spill	1	1.06%

November 01, 2021 08:03

Incident Type	Total Incidents	Percent
412 - Gas leak (natural gas or LPG)	1	1.06%
424 - Carbon monoxide incident	1	1.06%
445 - Arcing, shorted electrical equipment	1	1.06%
463 - Vehicle accident, general cleanup	1	1.06%
500 - Service Call, other	1	1.06%
5001 - Gas Appliance Inspection	9	9.57%
531 - Smoke or odor removal	1	1.06%
5311 - Report of odor with nothing found	3	3.19%
551 - Assist police or other governmental agency	1	1.06%
561 - Unauthorized burning	3	3.19%
611 - Dispatched & canceled en route	1	1.06%
700 - False alarm or false call, other	1	1.06%
735 - Alarm system sounded due to malfunction	2	2.13%
7401 - Unintentional alarm transmission medical	1	1.06%
741 - Sprinkler activation, no fire - unintentional	1	1.06%
744 - Detector activation, no fire - unintentional	1	1.06%
911 - Citizen complaint	1	1.06%

Total Number of Incident Types: 29

Incident Type Total Incidents Percent

Report Filter Settings

Report File Name: Incidents by Incident Type, Summary with Major Type Graph

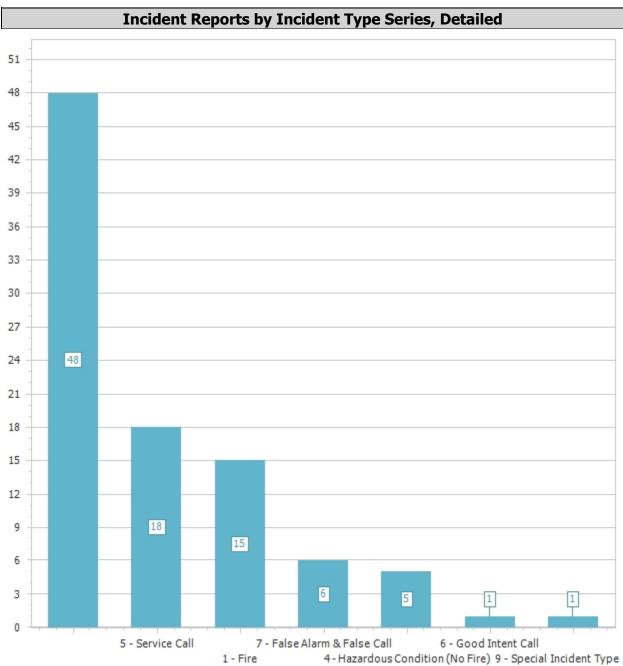
Filter Name: Last Calendar Month

Filter Expression: [AlarmDateTime] is between '10/1/2021 12:00:00 AM' and '10/31/2021 11:59:59 PM'

City of Moberly Fire Department



310 N. Clark Moberly, MO 65270-1520



Incident Type:	1 - Fir	e	
Incident #	Exp#	Alarm Date/Time	Address
2100855	0	10/1/2021 11:03:38 AM	1043 West End PL W, Moberly, MO 65270
2100857	0	10/1/2021 5:34:47 PM	318 E Burkhart ST, Moberly, MO 65270
2100862	0	10/3/2021 6:34:00 AM	415 TAYLOR, Moberly, MO 65270
2100866	0	10/4/2021 7:35:00 PM	209 S Morley ST, Moberly, MO 65270
2100867	0	10/4/2021 7:47:45 PM	209 S Morley ST, Moberly, MO 65270
2100877	0	10/8/2021 4:55:00 PM	800 W Reed ST, Moberly, MO 65270
2100880	0	10/9/2021 4:33:00 PM	816 Polson AVE, Moberly, MO 65270
2100881	0	10/9/2021 5:09:00 PM	110 Bertley ST, Moberly, MO 65270
2100901	0	10/16/2021 6:45:00 PM	512 N Moulton ST, Moberly, MO 65270
2100902	0		200 Bertley ST, Moberly, MO 65270
2100907	0	10/18/2021 6:36:00 PM	N Morley ST & E Fowler RD, Moberly, MO
2100922	0		1502 S Morley ST #12, Moberly, MO 65270
2100923	0	10/23/2021 3:18:00 PM	718 W Coates ST, Moberly, MO 65270
2100927	0	10/25/2021 7:52:00 PM	N Highway 63, Moberly, MO 65270
2100943	0		30 Holman ST, Moberly, MO 65270

Total Incidents: 15

Incident Type:	3 - Re	3 - Rescue & Emergency Medical Service Incident		
Incident #	Exp#	Alarm Date/Time	Address	
2100854	0	10/1/2021 7:50:00 AM	7 Urbandale DR, Moberly, MO 65270	
2100858	0	10/1/2021 5:44:38 PM	1230 QUINN ST, Moberly, MO 65270	
2100860	0	10/2/2021 6:07:27 PM	502 FRANKLIN, Moberly, MO 65270	

2100861	0	10/2/2021 9:30:12 PM	311 MOREHEAD, Moberly, MO 65270
2100864	0	10/4/2021 5:33:00 PM	1000 S Williams ST #405, Moberly, MO 65270
2100870	0	10/5/2021 7:01:00 PM	1913 Wabash AVE, Moberly, MO 65270
2100872	0	10/6/2021 8:26:00 PM	502 Frainklin AVE, Moberly, MO 65270
2100873	0	10/7/2021 7:30:00 AM	7 Urbandale, Moberly, MO 65270
2100876	0	10/8/2021 4:44:00 PM	1010 Fisk AVE, Moberly, MO 65270
2100878	0		408 S Williams ST, Moberly, MO 65270
2100879	0		W Coates ST & Hagood ST, Moberly, MO
2100882	0		1177 N Morley ST, Moberly, MO 65270
2100883	0		1755 Highway DD, Moberly, MO 65270
2100886	0		800 Sinnock AVE #35, Moberly, MO 65270
2100887	0		414 Woodland AVE, Moberly, MO 65270
2100888	0		1712 N Morley ST, Moberly, MO 65270
2100889	0		300 W Rollins ST W, Moberly, MO 65270
2100890	0	10/13/2021 11:41:00 PM	530 Bertley ST, Moberly, MO 65270
2100893	0		414 Monroe, Moberly, MO 65270
2100895	0		E Highway 24 & E Outer RD E, Moberly, MO
2100897	0		129 Kirby ST, Moberly, MO 65270
2100898	0	10/15/2021 9:59:00 PM	310 S Clark ST S, Moberly, MO 65270
2100899	0		800 Sinnock AVE #26, Moberly, MO 65270
2100903	0		401 Greeley ST, Moberly, MO 65270
2100904	0	10/17/2021 11:12:00 PM	526 W McKinsey ST, Moberly, MO 65270
2100905	0	10/18/2021 10:47:00 AM	220 Taylor ST, Moberly, MO 65270

2100906	0	10/18/2021 3:17:00 PM	618 Concannon ST, Moberly, MO 65270
2100909	0	10/19/2021 10:24:58 PM	121 Jefferson AVE, Moberly, MO 65270
2100910	0	10/20/2021 7:45:09 AM	25 Kennedy DR, Moberly, MO 65270
2100911	0	10/20/2021 7:58:00 AM	810 Sinnock AVE, Moberly, MO 65270
2100913	0	10/20/2021 7:16:00 PM	533 N Morley ST, Moberly, MO 65270
2100915	0	10/21/2021 5:36:00 AM	408 Monroe AVE, Moberly, MO 65270
2100918	0	10/21/2021 9:16:00 PM	2105 Silva LN #9, Moberly, MO 65270
2100924	0	10/24/2021 8:50:00 AM	311 S Williams ST S, Moberly, MO 65270
2100926	0	10/25/2021 3:21:00 AM	126 Collins ST, Moberly, MO 65270
2100929	0	10/26/2021 12:00:36 AM	205 Farror ST #306, Moberly, MO 65270
2100930	0	10/26/2021 12:01:46 AM	205 Farror ST #904, Moberly, MO 65270
2100931	0	10/26/2021 7:38:00 AM	1230 Quinn ST, Moberly, MO 65270
2100932	0	10/26/2021 11:41:00 AM	110 E Rollins ST, Moberly, MO 65270
2100934	0	10/27/2021 6:34:00 AM	Hinkley ST & E Hinton AVE, Moberly, MO
2100936	0	10/28/2021 1:18:00 AM	710 W Rollins ST W #A, Moberly, MO 65270
2100938	0	10/28/2021 3:21:21 PM	1013 W Burkhart ST, Moberly, MO 65270
2100939	0	10/29/2021 12:13:00 PM	1942 Eastbrook CIR, Moberly, MO 65270
2100940	0	10/29/2021 10:06:00 PM	205 Taylor ST, Moberly, MO 65270
2100941	0	10/30/2021 11:23:00 AM	920 Henry ST, Moberly, MO 65270
2100945	0	10/30/2021 11:56:00 PM	319 Circle DR, Moberly, MO 65270
2100946	0	10/31/2021 12:48:00 AM	205 Farror ST #406, Moberly, MO 65270
2100947	0	10/31/2021 7:32:00 PM	1250 W Reed ST, Moberly, MO 65270

Total Incidents: 48

10/27/2021 6:40:00 1751 E Urbandale DR, Moberly, MO 65270

Total Incidents: 5

Incident Type:	5 - Sei	rvice Call	
Incident #	Exp#	Alarm Date/Time	Address
2100868	0	10/5/2021 7:42:00 AM	1600 E Rollins ST, Moberly, MO 65270
2100869	0	10/5/2021 2:02:00 PM	914 E Logan ST, Moberly, MO 65270
2100871	0	10/6/2021 3:36:00 PM	403 E Lee ST E, Moberly, MO 65270
2100874	0	10/8/2021 12:00:00 PM	122 Kirby ST, Moberly, MO 65270
2100875	0	10/8/2021 12:30:00 PM	1305 Lantern Pointe LOOP, Moberly, MO 65270
2100885	0	10/11/2021 3:56:00 PM	E Highway 24 & W Outer RD, Moberly, MO
2100891	0	10/13/2021 1:53:00 PM	1751 E Urbandale, Moberly, MO 65270
2100892	0	10/13/2021 4:00:00 PM	800 W Reed ST, Moberly, MO 65270
2100894	0	10/14/2021 9:54:08 PM	220 Taylor ST, Moberly, MO 65270
2100896	0	10/15/2021 4:03:00 PM	115 S Clark ST S, Moberly, MO 65270
2100912	0	10/20/2021 3:30:00 PM	1331 Heritage PL, Moberly, MO 65270
2100916	0	10/21/2021 10:10:00 AM	504 S Clark ST S, Moberly, MO 65270
2100919	0	10/22/2021 12:30:00 PM	1911 Southridge CT, Moberly, MO 65270

2100935

0

2100920	0	10/22/2021 3:00:00 PM	911 Urbandale, Moberly, MO 65270
2100921	0	10/22/2021 6:12:00 PM	220 Taylor ST, Moberly, MO 65270
2100928	0	10/25/2021 12:10:09 AM	220 Taylor ST, Moberly, MO 65270
2100933	0	10/26/2021 6:47:00 PM	411 Hagood ST, Moberly, MO 65270
2100944	0	10/30/2021 8:53:00 PM	414 Polston ST, Moberly, MO 65270

Total Incidents: 18

Incident Type:	6 - Good Intent Call	
Incident #	Exp # Alarm Date/Time	Address
2100925	0 10/24/2021 10:57:00 PM	800 W Reed ST W #C, Moberly, MO 65270

Total Incidents: 1

Incident Type:	7 - Fa	lse Alarm & False Call	
Incident #	Exp#	Alarm Date/Time	Address
2100856	0	10/1/2021 11:35:51 AM	1800 E Outer RD, Moberly, MO 65270
2100884	0	10/11/2021 3:06:00 PM	1200 E Highway 24, Moberly, MO 65270
2100908	0	10/19/2021 7:00:00 PM	916 W Reed ST, Moberly, MO 65270
2100917	0	10/21/2021 10:19:00 AM	1624 Gratz Brown ST, Moberly, MO 65270
2100937	0	10/28/2021 2:33:14 PM	800 Sinnock AVE #44, Moberly, MO 65270
2100942	0	10/30/2021 4:54:00 PM	204 Greenhills DR, Moberly, MO 65270

Total Incidents: 6

Incident Type:	9 - Sp	ecial Incident Type	
Incident #	Exp #	Alarm Date/Time	Address
2100914	0	10/20/2021 11:03:00 PM	220 Taylor ST, Moberly, MO 65270

Total Incidents: 1

Total Number of Distict Incidents:	94
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Total Number of Distict Incident Types: 29

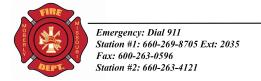
Report Filter Settings

Report File Name: Incident Reports by Incident Major Type, Detailed

Filter Name: Last Month

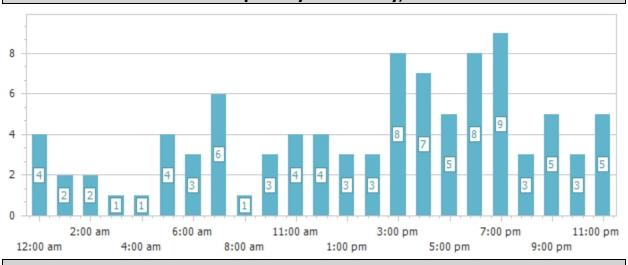
Filter Expression: [AlarmDateTime] is between '10/1/2021 12:00:00 AM' and '10/31/2021 11:59:59 PM'

City of Moberly Fire Department



310 N. Clark Moberly, MO 65270-1520

Incident Reports by Time of Day, Detailed



12:00 a	alı	П
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Incident #	Exp #	Alarm Date	Incident Type
2100928	0	10/25/2021	5311 - Report of odor with nothing found
2100929	0	10/26/2021	321 - EMS call, excluding vehicle accident with injury
2100930	0	10/26/2021	321 - EMS call, excluding vehicle accident with injury
2100946	0	10/31/2021	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 4

1:00 am			
Incident #	Exp #	Alarm Date	Incident Type
2100903	0	10/17/2021	3112 - Lift Assistance
2100936	0	10/28/2021	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 2

2:00 am	2:00 am	
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Incident # Exp # Alarm Date Incident Type

November 01, 2021 08:05

2100893	0	10/14/2021	321 - EMS call, excluding vehicle accident with injury
2100899	0	10/16/2021	3112 - Lift Assistance

3:00 am			
Incident #	Exp #	Alarm Date	Incident Type
2100926	0	10/25/2021	3112 - Lift Assistance

Total Number of Incidents: 1

4:00 am				
Incident #	Exp #	Alarm Date	Incident Type	
2100887	0	10/12/2021	321 - EMS call, excluding vehicle accident with injury	
			Total Number of Incidents:	1

5:00 am			
Incident #	Exp #	Alarm Date	Incident Type
2100882	0	10/11/2021	321 - EMS call, excluding vehicle accident with injury
2100888	0	10/12/2021	322 - Motor vehicle accident with injuries
2100900	0	10/16/2021	445 - Arcing, shorted electrical equipment
2100915	0	10/21/2021	321 - EMS call, excluding vehicle accident with injury

6:00 am				
Incident #	Exp #	Alarm Date	Incident Type	
2100862	0	10/3/2021	111 - Building fire	
2100934	0	10/27/2021	321 - EMS call, excluding vehicle accident with injury	
2100935	0	10/27/2021	411 - Gasoline or other flammable liquid spill	
			Total Number of Incidents:	3

7:00 am

Total Number of Incidents:

Incident # Exp # Alarm Date Incident Type

November 01, 2021 08:05

4

2100854	0	10/1/2021	3112 - Lift Assistance
2100868	0	10/5/2021	500 - Service Call, other
2100873	0	10/7/2021	3112 - Lift Assistance
2100910	0	10/20/2021	321 - EMS call, excluding vehicle accident with injury
2100911	0	10/20/2021	3113 - Standby, No care provided
2100931	0	10/26/2021	321 - EMS call, excluding vehicle accident with injury

8:00 am				
Incident #	Exp #	Alarm Date	Incident Type	
2100924	0	10/24/2021	321 - EMS call, excluding vehicle accident with injury	

Total Number of Incidents: 1

10:00 am				
Incident #	Exp #	Alarm Date	Incident Type	
2100905	0	10/18/2021	321 - EMS call, excluding vehicle accident with injury	
2100916	0	10/21/2021	5001 - Gas Appliance Inspection	
2100917	0	10/21/2021	735 - Alarm system sounded due to malfunction	

Total Number of Incidents: 3

Total Number of Incidents:

11:00 am				
Incident #	Exp #	Alarm Date	Incident Type	
2100855	0	10/1/2021	1512 - Building Materials/ Demo Mat. Fire	
2100856	0	10/1/2021	741 - Sprinkler activation, no fire - unintentional	
2100932	0	10/26/2021	321 - EMS call, excluding vehicle accident with injury	
2100941	0	10/30/2021	3112 - Lift Assistance	

12:00 pm

incident #	Exp #	Alarm Date	Incident Type
2100874	0	10/8/2021	5001 - Gas Appliance Inspection

November 01, 2021 08:05

4

2100875	0	10/8/2021	5001 - Gas Appliance Inspection
2100919	0	10/22/2021	5001 - Gas Appliance Inspection
2100939	0	10/29/2021	321 - EMS call, excluding vehicle accident with injury

1:00 pm				
Incident #	Exp #	Alarm Date	Incident Type	
2100883	0	10/11/2021	3113 - Standby, No care provided	
2100891	0	10/13/2021	5311 - Report of odor with nothing found	
2100895	0	10/15/2021	324 - Motor vehicle accident with no injuries.	

Total Number of Incidents: 3

2:00 pm				
Ехр #	Alarm Date	Incident Type		
0	10/5/2021	5001 - Gas Appliance Inspection		
0	10/12/2021	321 - EMS call, excluding vehicle accident with injury		
0	10/28/2021	700 - False alarm or false call, other		
	0	0 10/5/2021 0 10/12/2021		

Total Number of Incidents: 3

3:00 pm			
Incident #	Exp #	Alarm Date	Incident Type
2100871	0	10/6/2021	5001 - Gas Appliance Inspection
2100884	0	10/11/2021	735 - Alarm system sounded due to malfunction
2100885	0	10/11/2021	551 - Assist police or other governmental agency
2100906	0	10/18/2021	321 - EMS call, excluding vehicle accident with injury
2100912	0	10/20/2021	5001 - Gas Appliance Inspection
2100920	0	10/22/2021	5001 - Gas Appliance Inspection
2100923	0	10/23/2021	1511 - Household Refuse Fire
2100938	0	10/28/2021	3112 - Lift Assistance

Total Number of Incidents: 8

4:00 pm

November 01, 2021 08:05

Incident #	Exp #	Alarm Date	Incident Type
2100859	0	10/2/2021	424 - Carbon monoxide incident
2100876	0	10/8/2021	321 - EMS call, excluding vehicle accident with injury
2100877	0	10/8/2021	1513 - Yard Waste/ Refuse Fire
2100880	0	10/9/2021	1512 - Building Materials/ Demo Mat. Fire
2100892	0	10/13/2021	561 - Unauthorized burning
2100896	0	10/15/2021	5001 - Gas Appliance Inspection
2100942	0	10/30/2021	7401 - Unintentional alarm transmission medical

5:00 pm				
Incident #	Exp #	Alarm Date	Incident Type	
2100857	0	10/1/2021	151 - Outside rubbish, trash or waste fire	
2100858	0	10/1/2021	3112 - Lift Assistance	
2100864	0	10/4/2021	3112 - Lift Assistance	
2100881	0	10/9/2021	1513 - Yard Waste/ Refuse Fire	
2100943	0	10/30/2021	111 - Building fire	

Total Number of Incidents: 5

			6:00 pm
Incident #	Exp #	Alarm Date	Incident Type
2100860	0	10/2/2021	3112 - Lift Assistance
2100865	0	10/4/2021	463 - Vehicle accident, general cleanup
2100886	0	10/11/2021	3112 - Lift Assistance
2100901	0	10/16/2021	151 - Outside rubbish, trash or waste fire
2100907	0	10/18/2021	131 - Passenger vehicle fire
2100921	0	10/22/2021	5311 - Report of odor with nothing found
2100922	0	10/22/2021	151 - Outside rubbish, trash or waste fire
2100933	0	10/26/2021	561 - Unauthorized burning

Total Number of Incidents:

7:00 pm

November 01, 2021 08:05

8

Incident #	Exp #	Alarm Date	Incident Type
2100866	0	10/4/2021	151 - Outside rubbish, trash or waste fire
2100867	0	10/4/2021	151 - Outside rubbish, trash or waste fire
2100870	0	10/5/2021	3112 - Lift Assistance
2100897	0	10/15/2021	321 - EMS call, excluding vehicle accident with injury
2100902	0	10/16/2021	151 - Outside rubbish, trash or waste fire
2100908	0	10/19/2021	744 - Detector activation, no fire - unintentional
2100913	0	10/20/2021	3113 - Standby, No care provided
2100927	0	10/25/2021	131 - Passenger vehicle fire
2100947	0	10/31/2021	322 - Motor vehicle accident with injuries

8:00 pm			
Incident #	Exp #	Alarm Date	Incident Type
2100863	0	10/3/2021	412 - Gas leak (natural gas or LPG)
2100872	0	10/6/2021	321 - EMS call, excluding vehicle accident with injury
2100944	0	10/30/2021	561 - Unauthorized burning

Total Number of Incidents: 3

9:00 pm				
Incident #	Exp #	Alarm Date	Incident Type	
2100861	0	10/2/2021	321 - EMS call, excluding vehicle accident with injury	
2100878	0	10/8/2021	321 - EMS call, excluding vehicle accident with injury	
2100894	0	10/14/2021	531 - Smoke or odor removal	
2100898	0	10/15/2021	321 - EMS call, excluding vehicle accident with injury	
2100918	0	10/21/2021	321 - EMS call, excluding vehicle accident with injury	
			Total Number of Incidents: 5	

10:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2100909	0	10/19/2021	321 - EMS call, excluding vehicle accident with injury

November 01, 2021 08:05

2100925	0	10/24/2021	611 - Dispatched & canceled en route
2100940	0	10/29/2021	321 - EMS call, excluding vehicle accident with injury

11:00 pm				
Incident #	Exp #	Alarm Date	Incident Type	
2100879	0	10/8/2021	321 - EMS call, excluding vehicle accident with injury	
2100890	0	10/13/2021	321 - EMS call, excluding vehicle accident with injury	
2100904	0	10/17/2021	321 - EMS call, excluding vehicle accident with injury	
2100914	0	10/20/2021	911 - Citizen complaint	
2100945	0	10/30/2021	321 - EMS call, excluding vehicle accident with injury	
			Total Number of Incidents:	5

5

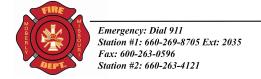
Report Filter Settings

Report Name: Incident Reports by Time of Day, Detailed

Filter Name: last month

Filter Expression: [AlarmDateTime] is between '10/1/2021 12:00:00 AM' and '10/31/2021 11:59:59 PM'

City of Moberly Fire Department



310 N. Clark Moberly, MO 65270-1520

Incident Reports by Apparatus, Summary

Apparatus:	Total Number of Incidents Responded to			
	1			
300 Pickup 2007 Chevy	46			
301	4			
302 Saber	26			
303	1			
304 Contender	13			
305 Contender	21			
310 P/U	7			
POV	1			

Total Number of Incidents: 94

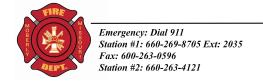
Report Filter Settings

Report Name: Incident Reports by Apparatus, Summary

Filter Name: Last Month

Filter Expression: [AlarmDateTime] is between '10/1/2021 12:00:00 AM' and '10/31/2021 11:59:59 PM'

City of Moberly Fire Department



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November 01, 2021 07:17

310 N. Clark Moberly, MO 65270-1520

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Department Log Hours and Points, Detailed

Ballow, Bo	bby, W				
			Time at Activity	Hours Paid	Points
Start Time:	: 10/28/2021 1:00:00 PM	Activity:	05:00		4
Log Type:	Training	Entry Text: MIRMA Training			
		Total Hours and Points:	05:00	0	4
Cody, Mark	(A				
			Time at Activity	Hours Paid	Points
Start Time:	: 10/25/2021 8:00:00 AM	Activity:	01:30		1
Log Type:	Training	Entry Text: YMCA Physical Training (Health and Wellness)			
Start Time:	: 10/22/2021 8:00:00 AM	Activity:	01:00		1
Log Type:	Training	Entry Text: 1 Hr. physical training			
Start Time:	: 10/13/2021 1:00:00 PM	Activity:	04:00		4
Log Type:	Training	Entry Text: MIRMA training			
Start Time:	: 10/13/2021 8:00:00 AM	Activity:	01:00		1
Log Type:	Training	Entry Text: 1 Hr Physical training			
		Total Hours and Points:	07:30	0	7
Davidson,	Wade				
			Time at Activity	Hours Paid	Points
Start Time:	10/19/2021 1:00:00	Activity: On Duty	04:00		4

. . .

Log Type: Training **Entry Text:** 4 hours. MIRMA

Start Time: 10/13/2021 1:00:00 **Activity:** 04:00 4

PM

Log Type: Training **Entry Text:** MIRMA training

Start Time: 10/7/2021 1:00:00 PM **Activity:** On Duty 04:00 4

Log Type: Training **Entry Text:** Training (Fire Prevention

/ MIRMA)

Total Hours and Points: 12:00 0 12

Dutton II, Kenneth Ross				
		Time at Activity	Hours Paid	Points
Start Time: 10/28/2021 1:00:00 PM	Activity:	05:00		4
Log Type: Training	Entry Text: MIRMA Training			
Start Time: 10/28/2021 8:00:00 AM	Activity:	01:00		1
Log Type: Training	Entry Text: Health and Wellness YMCA			
Start Time: 10/25/2021 8:00:00 AM	Activity:	01:30		1
Log Type: Training	Entry Text: YMCA Physical Training (Health and Wellness)			
Start Time: 10/22/2021 8:00:00 AM	Activity:	01:00		1
Log Type: Training	Entry Text: 1 Hr. physical training			
Start Time: 10/19/2021 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: 4 hours. MIRMA			
Start Time: 10/19/2021 8:00:00 AM	Activity: On Duty			1
Log Type: Training	Entry Text: 1 Hr. physical training. (Health & Wellness)			
Start Time: 10/13/2021 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: MIRMA training			
Start Time: 10/13/2021 8:00:00	Activity:	01:00		1

November 01, 2021 07:17

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Log Type: Training **Entry Text:** 1 Hr Physical training

Start Time: 10/7/2021 1:00:00 PM **Activity:** On Duty 04:00 4

Log Type: Training **Entry Text:** Training (Fire Prevention

/ MIRMA)

Start Time: 10/4/2021 7:30:00 **Activity:** 01:00 1

AM

Log Type: Training **Entry Text:** YMCA Physical Training

Start Time: 10/1/2021 8:00:00 **Activity:** 01:00 1

ΑM

Log Type: Training **Entry Text:** YMCA Physical Training

Total Hours and Points: 0-1771392 0 23

Fulks, Scott				
		Time at Activity	Hours Paid	Points
Start Time: 10/28/2021 1:00:00 PM	Activity:	05:00		4
Log Type: Training	Entry Text: MIRMA Training			
Start Time: 10/25/2021 8:00:00 AM	Activity:	01:30		1
Log Type: Training	Entry Text: YMCA Physical Training (Health and Wellness)			
Start Time: 10/22/2021 8:00:00 AM	Activity:	01:00		1
Log Type: Training	Entry Text: 1 Hr. physical training			
Start Time: 10/19/2021 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: 4 hours. MIRMA			
Start Time: 10/19/2021 8:00:00 AM	Activity: On Duty			1
Log Type: Training	Entry Text: 1 Hr. physical training. (Health & Wellness)			
Start Time: 10/13/2021 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: MIRMA training			
Start Time: 10/13/2021 8:00:00 AM	Activity:	01:00		1

Log Type: Training **Entry Text:** 1 Hr Physical training

Start Time: 10/7/2021 1:00:00 PM **Activity:** On Duty 04:00 4

Log Type: Training **Entry Text:** Training (Fire Prevention

/ MIRMA)

Start Time: 10/4/2021 7:30:00 **Activity:** 01:00 1

ΑM

Log Type: Training **Entry Text:** YMCA Physical Training

Start Time: 10/1/2021 8:00:00 **Activity:** 01:00 1

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Log Type: Training **Entry Text:** YMCA Physical Training

Total Hours and Points: 0-1771392 0 22

Holtkamp, Roy				
		Time at Activity	Hours Paid	Points
Start Time: 10/27/2021 5:00:00 PM	Activity: Trade Time	01:00		1
Log Type: Training	Entry Text: Health & Wellness At YMCA			
Start Time: 10/27/2021 1:00:00 PM	Activity: Trade Time	04:00		4
Log Type: Training	Entry Text: Drivers Training			

Total Hours and Points:	05:00	0	5

Lane, Andrew C				
		Time at Activity	Hours Paid	Points
Start Time: 10/27/2021 5:00:00 PM	Activity: On Duty	01:00		1
Log Type: Training	Entry Text: Health & Wellness At YMCA			
Start Time: 10/27/2021 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: Drivers Training			
Start Time: 10/21/2021 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: Firefighter Skills			

Start Time: 10/21/2021 8:00:00 AM	Activity: On Duty	01:00	1
Log Type: Training	Entry Text: Health & Wellness at YMCA		
Start Time: 10/15/2021 1:00:00 PM	Activity: On Duty	04:00	4
Log Type: Training	Entry Text: ICS Training		
Start Time: 10/12/2021 1:00:00 PM	Activity: On Duty	04:00	4
Log Type: Training	Entry Text: Driver Training		
Start Time: 10/6/2021 8:00:00 AM	Activity: On Duty	04:00	4
Log Type: Training	Entry Text: Fire Prevention		

Total Hours and Points: 22:00 0 22

McGee, Dusty							
		Time at Activity	Hours Paid	Points			
Start Time: 10/21/2021 1:00:0	O Activity: On Duty	04:00		4			
Log Type: Training	Entry Text: Firefighter Skills						
Start Time: 10/21/2021 8:00:0	O Activity: On Duty	01:00		1			
Log Type: Training	Entry Text: Health & Wellness at YMCA						
Start Time: 10/15/2021 1:00:0	O Activity: On Duty	04:00		4			
Log Type: Training	Entry Text: ICS Training						
Start Time: 10/12/2021 1:00:0	O Activity: On Duty	04:00		4			
Log Type: Training	Entry Text: Driver Training						
Start Time: 10/6/2021 8:00:00 AM	Activity: On Duty	04:00		4			
Log Type: Training	Entry Text: Fire Prevention						
	Total Hours and Points:	17:00	0	17			

Park, Trevor

				Time at Activity	Hours Paid	Points
Start Time:	: 10/28/2021 1:00:00 PM	Activity:		05:00		4
Log Type:	Training	Entry Text:	MIRMA Training			
Start Time:	: 10/28/2021 8:00:00 AM	Activity:		01:00		1
Log Type:	Training	Entry Text:	Health and Wellness YMCA			
Start Time:	: 10/25/2021 8:00:00 AM	Activity:		01:30		1
Log Type:	Training	Entry Text:	YMCA Physical Training (Health and Wellness)			
Start Time:	: 10/19/2021 1:00:00 PM	Activity:	On Duty	04:00		4
Log Type:	Training	Entry Text:	4 hours. MIRMA			
Start Time:	: 10/19/2021 8:00:00 AM	Activity:	On Duty			1
Log Type:	Training	Entry Text:	1 Hr. physical training. (Health & Wellness)			
Start Time:	: 10/13/2021 1:00:00 PM	Activity:		04:00		4
Log Type:	Training	Entry Text:	MIRMA training			
Start Time:	: 10/7/2021 1:00:00 F	M Activity:	On Duty	04:00		4
Log Type:	Training	Entry Text:	Training (Fire Prevention / MIRMA)			

Total Hours and Points: 0-1771393 0 19

Price, Darren			
		Time at Activity	Hours Paid Points
Start Time: 10/27/2021 1:00:00 PM	Activity: On Duty	04:00	4
Log Type: Training	Entry Text: Drivers Training		
Start Time: 10/21/2021 1:00:00 PM	Activity: On Duty	04:00	4
Log Type: Training	Entry Text: Firefighter Skills		
Start Time: 10/15/2021 1:00:00	Activity: On Duty	04:00	4

November 01, 2021 07:17

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Log Type: Training **Entry Text:** ICS Training

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Log Type: Training **Entry Text:** Driver Training

Start Time: 10/12/2021 8:00:00 **Activity:** On Duty 01:00 1

AM

Log Type: Training **Entry Text:** Health & Wellness

ΑМ

Log Type: Training **Entry Text:** Fire Prevention

Total Hours and Points: 21:00 0 21

Ruzicka, Landon				
		Time at Activity	Hours Paid	Points
Start Time: 10/27/2021 5:00:00 PM	Activity: On Duty	01:00		1
Log Type: Training	Entry Text: Health & Wellness At YMCA			
Start Time: 10/27/2021 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: Drivers Training			
Start Time: 10/21/2021 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: Firefighter Skills			
Start Time: 10/21/2021 8:00:00 AM	Activity: On Duty	01:00		1
Log Type: Training	Entry Text: Health & Wellness at YMCA			
Start Time: 10/15/2021 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: ICS Training			
Start Time: 10/12/2021 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: Driver Training			
Start Time: 10/12/2021 8:00:00 AM	Activity: On Duty	01:00		1

Log Type: Training **Entry Text:** Health & Wellness

ΑМ

Log Type: Training **Entry Text:** Fire Prevention

Total Hours and Points: 23:00 0 23

Steeves, Z	achariah					
				Time at Activity	Hours Paid	Points
Start Time	: 10/28/2021 1:00:00 PM	Activity:		05:00		4
Log Type:	Training	Entry Text:	MIRMA Training			
Start Time	: 10/28/2021 8:00:00 AM	Activity:		01:00		1
Log Type:	Training	Entry Text:	Health and Wellness YMCA			
Start Time	: 10/22/2021 8:00:00 AM	Activity:		01:00		1
Log Type:	Training	Entry Text:	1 Hr. physical training			
Start Time	: 10/19/2021 1:00:00 PM	Activity:	On Duty	04:00		4
Log Type:	Training	Entry Text:	4 hours. MIRMA			
Start Time	: 10/19/2021 8:00:00 AM	Activity:	On Duty			1
Log Type:	Training	Entry Text:	1 Hr. physical training. (Health & Wellness)			
Start Time	: 10/13/2021 1:00:00 PM	Activity:		04:00		4
Log Type:	Training	Entry Text:	MIRMA training			
Start Time	: 10/13/2021 8:00:00 AM	Activity:		01:00		1
Log Type:	Training	Entry Text:	1 Hr Physical training			
Start Time	: 10/7/2021 1:00:00 F	M Activity:	On Duty	04:00		4
Log Type:	Training	Entry Text:	Training (Fire Prevention / MIRMA)			

Total Hours and Points: 0-1771393 0 20

Sunderland, Daniel J				
		Time at Activity	Hours Paid	Points
Start Time: 10/28/2021 1:00:00 PM	Activity:	05:00		4
Log Type: Training	Entry Text: MIRMA Training			
Start Time: 10/25/2021 8:00:00 AM	Activity:	01:30		1
Log Type: Training	Entry Text: YMCA Physical Training (Health and Wellness)			
Start Time: 10/22/2021 8:00:00 AM	Activity:	01:00		1
Log Type: Training	Entry Text: 1 Hr. physical training			
Start Time: 10/19/2021 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: 4 hours. MIRMA			
Start Time: 10/19/2021 8:00:00 AM	Activity: On Duty			1
Log Type: Training	Entry Text: 1 Hr. physical training. (Health & Wellness)			
Start Time: 10/13/2021 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: MIRMA training			
Start Time: 10/13/2021 8:00:00 AM	Activity:	01:00		1
Log Type: Training	Entry Text: 1 Hr Physical training			
Start Time: 10/7/2021 1:00:00	PM Activity: On Duty	04:00		4
Log Type: Training	Entry Text: Training (Fire Prevention / MIRMA)	on		
Start Time: 10/4/2021 7:30:00 AM	Activity:	01:00		1
Log Type: Training	Entry Text: YMCA Physical Training	I		
Start Time: 10/1/2021 8:00:00 AM	Activity:	01:00		1
Log Type: Training	Entry Text: YMCA Physical Training	ı		
	Total Hours and Point	ts: 0-1771392	0	22

Washam, Jerry				
		Time at Activity	Hours Paid	Points
Start Time: 10/27/2021 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: Drivers Training			
Start Time: 10/21/2021 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: Firefighter Skills			
Start Time: 10/15/2021 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: ICS Training			
Start Time: 10/12/2021 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: Driver Training			
Start Time: 10/12/2021 8:00:00 AM	Activity: On Duty	01:00		1
Log Type: Training	Entry Text: Health & Wellness			
Start Time: 10/6/2021 8:00:00 AM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: Fire Prevention			
	Total Hours and Points:	21:00	0	21

Westhues, Cody			
		Time at Activity	Hours Paid Points
Start Time: 10/27/2021 1:00:00 PM	Activity: On Duty	04:00	4
Log Type: Training	Entry Text: Drivers Training		
Start Time: 10/15/2021 1:00:00 PM	Activity: On Duty	04:00	4
Log Type: Training	Entry Text: ICS Training		
Start Time: 10/12/2021 1:00:00 PM	Activity: On Duty	04:00	4
Log Type: Training	Entry Text: Driver Training		
Start Time: 10/12/2021 8:00:00 AM	Activity: On Duty	01:00	1

Log Type: Training **Entry Text:** Health & Wellness

Total Hours and Points: 13:00 0 13

Wisdom, Zachary			
		Time at Activity	Hours Paid Points
Start Time: 10/27/2021 1:00:00 PM	Activity: On Duty	04:00	4
Log Type: Training	Entry Text: Drivers Training		
Start Time: 10/21/2021 1:00:00 PM	Activity: On Duty	04:00	4
Log Type: Training	Entry Text: Firefighter Skills		
Start Time: 10/15/2021 1:00:00 PM	Activity: On Duty	04:00	4
Log Type: Training	Entry Text: ICS Training		
Start Time: 10/12/2021 1:00:00 PM	Activity: On Duty	04:00	4
Log Type: Training	Entry Text: Driver Training		
Start Time: 10/6/2021 8:00:00 AM	Activity: On Duty	04:00	4
Log Type: Training	Entry Text: Fire Prevention		

Total Hours and Points: 20:00 0 20

Wolverton,	Charles B				
			Time at Activity	Hours Paid	Points
Start Time:	10/25/2021 8:00:00 AM	Activity:	01:30		1
Log Type:	Training	Entry Text: YMCA Physical Training (Health and Wellness)			
Start Time:	10/22/2021 8:00:00 AM	Activity:	01:00		1
Log Type:	Training	Entry Text: 1 Hr. physical training			
Start Time:	10/19/2021 1:00:00 PM	Activity: On Duty	04:00		4
Log Type:	Training	Entry Text: 4 hours. MIRMA			

1

Start Time: 10/19/2021 8:00:00 **Activity:** On Duty

ΑM

Log Type: Training **Entry Text:** 1 Hr. physical training.

(Health & Wellness)

Total Hours and Points: 0-1771394 0 7

Grand Total Hours and Points: 11 Days, 1 0 278

Report Filter Settings

Report Name: Department Log Hours and Points, Detailed

Filter Name: Last Month's Training

Filter Expression: ([StartTime] is between '10/1/2021 12:00:00 AM' and '10/31/2021 11:59:59 PM') And

([LogTypeID] equals 'Training')

City of Moberly Fire Department



310 N. Clark Moberly, MO 65270-1520

Hydrant Flow Tests by Hydrant Number

Hydrant Number: 2W537

Location: S. of McKinsey at Lift Staton, Moberly, MO **Color:** Red

District:WARD TWOTownship:Year:Next Test Date:11/04/2021Make:

Flow Flow Actual FLOW TEST SUMMARY Static Calculated at at Pitot Residual **Test Date Test Purpose** 0 PSI **20 PSI Pressure Pressure Flow Pressure** 10/19/2021 644 489 50 20 40 270

Hydrant Number: 2W538

Location: Ault Street S, Moberly, MO **Color:** Red

District:WARD TWOTownship:Year:Next Test Date:11/04/2021Make:

Flow Actual Flow FLOW TEST SUMMARY Static Calculated at at Pitot Residual **Test Date Test Purpose** 0 PSI **20 PSI Pressure Pressure** Flow **Pressure** 50 20 10/19/2021 252 191 10 191

Hydrant Number: 2W539

Location: Ault Street S, Moberly, MO **Color:** Red

District: WARD TWO Township: Year:

Next Test Date: 11/04/2021 **Make:**

	FLOW TEST SUMMARY	Flow at	Flow at	Static	Pitot	Actual Residual	Calculated	
Te	est Date	Test Purpose	0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
10	/19/2021		393	298	50	20	25	270

Hydrant Number: 2W540

Location: Ault Street S, Moberly, MO **Color:** Red

District:WARD TWOTownship:Year:Next Test Date:11/04/2021Make:

FLOW 7	FLOW TEST SUMMARY	Flow at	Flow at	Static	Pitot	Actual Residual	Calculated
Test Date	Test Purpose	0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
10/19/2021		340	258	50	15	25	234

Hydrant Number: 2W541

Location: 200 Blk. Mckinsey Street E, Moberly, MO **Color:** Green

District:WARD TWOTownship:Year:Next Test Date:11/04/2021Make:

FLOW 7	FLOW TEST SUMMARY	Flow at	Flow at	Static	Pitot	Actual Residual	Calculated
Test Date	Test Purpose	0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
10/19/2021		1091	828	50	20	25	750

Hydrant Number: 2W542

Location: 1100 Blk Morley Street S, Moberly, MO **Color:** Blue

District: WARD TWO **Township:** Year:

Next Test Date: 11/04/2021 Make:

FLOW 7	FLOW TEST SUMMARY	Flow at	Flow at	Static	Pitot	Actual Residual	Calculated
Test Date	Test Purpose	0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
10/19/2021		1376	1044	50	25	30	839

Hydrant Number: 2W543

Location: 1201 Morley Street S, Moberly, MO Color: Blue

District:WARD TWOTownship:Year:Next Test Date:11/04/2021Make:

FLOW TEST SUMMARY	Flow at	Flow at	Static	Pitot	Actual Residual	Calculated	
Test Date	Test Purpose	0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
10/19/2021		1091	828	50	20	25	750

Hydrant Number: 2W544

Location: Morley Street S, Moberly, MO **Color:** Blue

District:WARD TWOTownship:Year:Next Test Date:10/19/2022Make:

FLOW T	FLOW TEST SUMMARY	Flow at	Flow at	Static	Pitot	Actual Residual	Calculated
Test Date	Test Purpose	0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
10/19/2021		1376	1044	50	25	30	839

Hydrant Number: 2W545

Location: 1401 Morley Street S, Moberly, MO **Color:** Green

District:WARD TWOTownship:Year:Next Test Date:10/19/2022Make:

FLOW T	FLOW TEST SUMMARY	Flow at	Flow at	Static	Pitot	Actual Residual	Calculated
Test Date	Test Purpose	0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
10/19/2021		1449	1135	55	25	35	839

Hydrant Number: 2w546

Location: Pig and bun Road, Moberly, MO **Color:** Green

District:WARD TWOTownship:Year:Next Test Date:10/19/2022Make:

FLOW 1	FLOW TEST SUMMARY		Flow at	Static	Pitot	Actual Residual	Calculated
Test Date	Test Purpose	at 0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
10/19/2021		2367	1797	50	35	40	993

Hydrant Number: 2W547

Location: KWIX RD., Moberly, MO **Color:** Blue

District:WARD TWOTownship:Year:Next Test Date:11/04/2021Make:

FLOW T	FLOW TEST SUMMARY		Flow at	Static	Pitot	Actual Residual	Calculated
Test Date	Test Purpose	at 0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
10/19/2021		2236	1628	45	35	35	993

Hydrant Number: 2W548

Location: KWIX RD., Moberly, MO **Color:** Blue

District:WARD TWOTownship:Year:Next Test Date:10/19/2022Make:

FLOW TEST SUMMARY
Flow Flow Actual
at at Static Pitot Residual Calculated

Test Date	Test Purpose	0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
10/19/2021		1663	1211	45	30	30	919

Hydrant Number: 2W549

Location: Quail Haven & Woodridge, Moberly, MO Color: Green

District:WARD TWOTownship:Year:Next Test Date:10/19/2022Make:

Flow Actual Flow FLOW TEST SUMMARY Static **Pitot** Calculated at at Residual **Test Purpose Test Date** 0 PSI **20 PSI Pressure Pressure Flow Pressure** 10/19/2021 45 32 35 2138 1557 949

Hydrant Number: 2W550

Location: 602 Hunters Point, Moberly, MO **Color:** Green

District:WARD TWOTownship:Year:Next Test Date:10/19/2022Make:

Flow Flow Actual FLOW TEST SUMMARY Calculated Static **Pitot** at at Residual **Test Date Test Purpose** 0 PSI **20 PSI Pressure Pressure Pressure Flow** 10/19/2021 25 1518 1105 45 30 839

Hydrant Number: 2W552

Location: 728 Covey CT, Moberly, MO **Color:** Orange

District:WARD TWOTownship:Year:Next Test Date:10/21/2022Make:

Flow Flow Actual FLOW TEST SUMMARY Pitot Calculated at at Static Residual **Test Purpose Test Date** 0 PSI **20 PSI Pressure Pressure Flow Pressure**

10/21/2021 1149 900 55 20 30 750

Hydrant Number: 2W553

Location: 1211 Quail Haven, Moberly, MO **Color:** Green

District:WARD TWOTownship:Year:Next Test Date:10/21/2022Make:

Flow Flow Actual FLOW TEST SUMMARY Static **Pitot** Residual Calculated at at **Test Date Test Purpose Pressure Flow Pressure** 0 PSI **20 PSI Pressure** 10/21/2021 1296 1015 55 20 35 750

Hydrant Number: 2W555

Location: 1322 Woodridge, Moberly, MO **Color:** Orange

District:WARD TWOTownship:Year:Next Test Date:10/21/2022Make:

Flow Actual Flow **FLOW TEST SUMMARY Static Pitot** Calculated at at Residual **Test Date Test Purpose Pressure Pressure Flow** 0 PSI **20 PSI Pressure** 10/21/2021 1475 1185 60 30 35 919

Hydrant Number: 2w556

Location: KWIX RD., Moberly, MO **Color:** Red

District:WARD TWOTownship:Year:Next Test Date:10/21/2022Make:

FLOW TEST SUMMARY		Flow	Flow	Static	Pitot	Actual Residual	Calculated
Test Date	Test Purpose	at 0 PSI	at 20 PSI	Pressure	Pressure	Pressure	Flow
10/21/2021		2367	1797	50	35	40	993

Hydrant Number: 2W557

Location: 1515 Morley Street S, Moberly, MO **Color:** Blue

District:WARD TWOTownship:Year:Next Test Date:10/21/2022Make:

FLOW TEST SUMMARY		Flow at	Flow at	Static	Pitot	Actual Residual	Calculated
Test Date	Test Purpose	0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
10/21/2021		1475	1185	60	30	35	919

Hydrant Number: 2W558

Location: Morley Street S--Moberly Eye C, Moberly, MO **Color:** Green

District:WARD TWOTownship:Year:Next Test Date:10/21/2022Make:

FLOW 1	FLOW TEST SUMMARY		Flow at		Pitot	Actual Residual	Calculated
Test Date	Test Purpose	at 0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
10/21/2021		1376	1044	50	25	30	839

Hydrant Number: 2W559

Location: Morley S / Rays Service Cente, Moberly, MO **Color:** Green

District:WARD TWOTownship:Year:Next Test Date:10/21/2022Make:

FLOW T	FLOW TEST SUMMARY		Flow at	Static	Pitot	Actual Residual	Calculated
Test Date	Test Purpose	at 0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
10/21/2021		1346	1081	60	25	35	839

Hydrant Number: 2W560

Location: Morley Street S & Urbandale **Color:** Green

District:WARD TWOTownship:Year:Next Test Date:10/21/2022Make:

	FLOW TEST SUMMARY		Flow at	Flow at		Pitot	Actual Residual	Calculated
Te	est Date	Test Purpose	0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
10	/21/2021		2002	1569	55	35	40	993

Hydrant Number: 2W560B

Location: 1819 Rhonda, Moberly, MO **Color:** Orange

District:WARD TWOTownship:Year:Next Test Date:10/21/2022Make:

FLOW T	FLOW TEST SUMMARY		Flow at	Static	Pitot	Actual Residual	Calculated
Test Date	Test Purpose	at 0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
10/21/2021		1220	980	60	25	30	839

Hydrant Number: 2W561

Location:

Morley St S 1811 & E Urbandale DR Color: Green

District:WARD TWOTownship:Year:Next Test Date:10/21/2022Make:

FLOW TEST SUMMARY		Flow	Flow Flow at at		Pitot	Actual Residual	Calculated
Test Date	Test Purpose	0 PSI	20 PSI	Static Pressure	Pressure	Pressure	Flow
10/21/2021		2182	1656	50	35	40	915

Hydrant Number: 2W562

Location: 2213 Morley Street S, Moberly, MO **Color:** Green

District:WARD TWOTownship:Year:Next Test Date:10/21/2022Make:

FLOW TEST SUMMARY		Flow at	Flow at	Static	Pitot	Actual Residual	Calculated
Test Date	Test Purpose	0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
10/21/2021		2002	1569	55	35	40	993

Hydrant Number: 2W563

Location: 2221 Morley St, Moberly, MO **Color:** Orange

 District:
 WARD TWO
 Township:
 Year:

 Next Test Date:
 10/21/2022
 Make:

•	FLOW TEST SUMMARY		Flow at	Flow at	Static	Pitot	Actual Residual	Calculated
Test Da	ate	Test Purpose	0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
10/21/2	2021		2367	1797	50	35	40	993

Hydrant Number: 2W564

Location: 1830 Morley Street S, Moberly, MO **Color:** Orange

District:WARD TWOTownship:Year:Next Test Date:10/21/2022Make:

	FLOW TEST SUMMARY		Flow at	Flow at	Static	Pitot	Actual Residual	Calculated
Tes	t Date	Test Purpose	0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
10/2	21/2021		1 4 75	1185	60	30	35	919

Hydrant Number: 2W565

Location: 205 Terrill RD. East, Moberly, MO **Color:** Orange

District:WARD TWOTownship:Year:

Next Test Date: 10/21/2022 **Make:**

	FLOW TEST SUMMARY		Flow at	Flow at		Pitot	Actual Residual	Calculated
Test	t Date	Test Purpose	0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
10/2	1/2021		1231	934	50	20	30	750

Hydrant Number: 2W566

Location: Leah LN, Moberly, MO **Color:** Orange

District:WARD TWOTownship:Year:Next Test Date:10/21/2022Make:

FLOW T	FLOW TEST SUMMARY		Flow	Static	Pitot	Actual Residual	Calculated
Test Date	Test Purpose	at 0 PSI	at 20 PSI	Pressure	Pressure	Pressure	Flow
10/21/2021	_	1041	816	55	20	25	750

Hydrant Number: 2W567

Location: Leah LN, Moberly, MO **Color:** Orange

District:WARD TWOTownship:Year:Next Test Date:10/21/2022Make:

Flow Flow Actual FLOW TEST SUMMARY **Static Pitot** Calculated at at Residual **Test Date Test Purpose** 0 PSI **Pressure Pressure Flow 20 PSI Pressure** 10/21/2021 20 750 1091 828 50 25

Hydrant Number: 2w568

Location: 1800 Leah LN, Moberly, MO **Color:** Orange

District: WARD TWO **Township:** Year:

Next Test Date: 10/21/2022 Make:

	FLOW TEST SUMMARY		Flow at	Flow at		Pitot	Actual Residual	Calculated
Te	est Date	Test Purpose	0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
10	/21/2021	_	1041	816	55	20	25	750

Hydrant Number: 2w569

Location: Kroner Dr & Terrill Rd, Moberly, MO **Color:** Orange

District:WARD TWOTownship:Year:Next Test Date:10/21/2022Make:

FLOW 7	FLOW TEST SUMMARY		Flow at		Pitot	Actual Residual	Calculated
Test Date	Test Purpose	at 0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
10/21/2021		1336	1074	60	30	30	919

Hydrant Number: 2W570

Location: 600-blk Terrill RD., Moberly, MO **Color:** Orange

District:WARD TWOTownship:Year:Next Test Date:10/21/2022Make:

FLOW T	FLOW TEST SUMMARY		Flow at	- · · · ·	Pitot	Actual Residual		
Test Date	Test Purpose	at 0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow	
10/21/2021		1663	1336	60	30	40	919	

Hydrant Number: 2W571

Location: 705 Terrill RD., Moberly, MO **Color:** Orange

District:WARD FOURTownship:Year:Next Test Date:10/21/2022Make:

FLOW T	FLOW TEST SUMMARY		Flow Flow at at	Static	Pitot	Actual Residual	Calculated
Test Date	Test Purpose	0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
10/21/2021		1475	1185	60	30	35	919

Hydrant Number: 2W575

Location: Urbandale Dr E & Thomas, Moberly, MO **Color:** Orange

District:WARD TWOTownship:Year:Next Test Date:10/21/2022Make:

FLOW 1	TEST SUMMARY	Flow at	Flow at		Pitot	Actual Residual	Calculated
Test Date	Test Purpose	0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
10/21/2021		1443	1160	60	35	30	993

Hydrant Number: 2W576B

Location: Bible College / West of East e & E Urbandale DR **Color:** Orange

District:WARD TWOTownship:Year:Next Test Date:06/24/2017Make:

FLOW T	FLOW TEST SUMMARY		Flow at		Pitot	Actual Residual	Calculated
Test Date	Test Purpose	at 0 PSI	at 20 PSI	Pressure	Pressure	Pressure	Flow
10/22/2021		1663	1336	60	30	40	919

Hydrant Number: 2w577

Location: Daly DR, Moberly, MO **Color:** Orange

District:WARD TWOTownship:Year:Next Test Date:06/24/2017Make:

FLOW TEST SUMMARY
Flow Flow Actual
at at Static Pitot Residual Calculated

Test Date	Test Purpose	0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
10/22/2021		1358	1091	60	20	40	750

Hydrant Number: 2w578

Location: Tuley, Moberly, MO **Color:** Orange

 District:
 WARD TWO
 Township:
 Year:

 Next Test Date:
 09/13/2017
 Make:

FLOW 1	FLOW TEST SUMMARY		Flow at	Static	Pitot	Actual Residual	Calculated
Test Date	Test Purpose	at 0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
10/22/2021		1091	877	60	20	30	750

Hydrant Number: 2w579

Location: Merrill LN, Moberly, MO **Color:** Orange

District:WARD TWOTownship:Year:Next Test Date:09/13/2017Make:

FLOW ?	FLOW TEST SUMMARY		Flow at		Pitot	Actual Residual	Calculated
Test Date	Test Purpose	at 0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
10/22/2021		1663	1336	60	30	40	919

Hydrant Number: 2w580

Location: Thomas, Moberly, MO **Color:** Orange

District:WARD TWOTownship:Year:Next Test Date:09/13/2017Make:

Actual Flow Flow FLOW TEST SUMMARY **Static** Calculated at at **Pitot** Residual **Test Purpose Test Date Flow** 0 PSI **20 PSI Pressure Pressure Pressure**

10/22/2021 1663 1336 60 30 40 919

Hydrant Number: 2w583

Location: 1115 E Urbandale DR, Moberly, MO **Color:** Orange

District: WARD TWO Township: Year:
Next Test Date: 09/13/2017 Make:

Flow Flow Actual FLOW TEST SUMMARY Static **Pitot** Calculated at at Residual **Test Date Test Purpose Flow Pressure** 0 PSI **20 PSI Pressure Pressure** 10/25/2021 4331 3393 55 50 50 1186

Hydrant Number: 2W584

Location: 1819 Cedar Lake 1819, Moberly, MO Color: Orange

District:WARD TWOTownship:Year:Next Test Date:09/07/2017Make:

Flow Actual Flow **FLOW TEST SUMMARY Static Pitot** Calculated at at Residual **Test Date Test Purpose Pressure Pressure Flow** 0 PSI **20 PSI Pressure** 10/22/2021 1663 30 40 1336 60 919

Hydrant Number: 2w586

Location: Gratz Brown / North of Bradfor, Moberly, MO Color: Orange

District:WARD TWOTownship:Year:Next Test Date:06/29/2017Make:

Actual Flow Flow FLOW TEST SUMMARY Pitot Calculated at at Static Residual **Test Date Test Purpose Pressure Flow** 0 PSI **20 PSI Pressure Pressure** 10/25/2021 2418 1943 60 30 50 919

Hydrant Number: 2w587

Location: Gratz Brown Rd. & Bradford CIR **Color:** Orange

District:WARD TWOTownship:Year:Next Test Date:09/13/2017Make:

	FLOW TES	ST SUMMARY	Flow at	Flow at	Static	Pitot	Actual Residual	Calculated
Tes	st Date	Test Purpose	0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
10/	25/2021		2916	2391	65	40	55	1061

Hydrant Number: 2w588

Location: Fox Run 913, Moberly, MO **Color:** Orange

District:WARD TWOTownship:Year:Next Test Date:06/29/2016Make:

FLOW 7	FLOW TEST SUMMARY		Flow at	Static	Pitot	Actual Residual	Calculated
Test Date	Test Purpose	at 0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
10/25/2021		2343	1921	65	40	50	1061

Hydrant Number: 2w589

Location: Fox Run 809, Moberly, MO **Color:** Green

District:WARD TWOTownship:Year:Next Test Date:09/13/2017Make:

FLOW T	FLOW TEST SUMMARY		Flow at	Static	Pitot	Actual Residual	Calculated
Test Date	Test Purpose	at 0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
10/25/2021		2619	2147	65	50	50	1186

Hydrant Number: 2w590

Location: Fox Run 801, Moberly, MO **Color:** Green

District:WARD TWOTownship:Year:Next Test Date:09/13/2017Make:

	FLOW TEST SUMMARY		Flow at	Flow at	Static	Pitot	Actual Residual	Calculated
Test [Date	Test Purpose	0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
10/25/	/2021		2006	1644	65	40	45	1061

Hydrant Number: 2w591

Location: Fox Run 700, Moberly, MO **Color:** Orange

District:WARD TWOTownship:Year:Next Test Date:09/13/2017Make:

FLOW T	FLOW TEST SUMMARY		Flow at	Static	Pitot	Actual Residual	Calculated
Test Date	Test Purpose	at 0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
10/25/2021		2243	1802	60	40	45	1061

Hydrant Number: 2w592

Location: Gratzbrown & Bradford 1017, Moberly, MO **Color:** Green

District:WARD TWOTownship:Year:Next Test Date:09/13/2017Make:

FLOW TEST SUMMARY		Flow Flow at at	Flow at Static	Pitot	Actual Residual	Calculated	
Test Date	Test Purpose	0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
10/25/2021		2793	2243	60	40	50	1061

Hydrant Number: 2w594

Location: Gratz Brown & Bradford / South, Moberly, MO Color: Green

District:WARD TWOTownship:Year:Next Test Date:09/13/2017Make:

	FLOW TEST SUMMARY		Flow at	Flow	Static	Pitot	Actual Residual	Calculated
Te	est Date	Test Purpose	0 PSI	at 20 PSI	Pressure	Pressure	Pressure	Flow
10,	/25/2021		4740	3886	65	50	60	1186

Hydrant Number: 2w595

Location: Gratz Brown / 2nd plug N. of g, Moberly, MO **Color:** Green

District:WARD TWOTownship:Year:Next Test Date:09/13/2017Make:

	FLOW TEST SUMMARY		Flow at	Flow at	Static	Pitot	Actual Residual	Calculated
Те	st Date	Test Purpose	0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
10/	/25/2021		4060	3262	60	40	55	1061

Hydrant Number: 2w596

Location: Gratz Brown / N. of entry to g, Moberly, MO **Color:** Orange

 District:
 WARD TWO
 Township:
 Year:

 Next Test Date:
 09/13/2017
 Make:

FLOW T	FLOW TEST SUMMARY		Flow at	Static	Pitot	Actual Residual	Calculated
Test Date	Test Purpose	at 0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
10/25/2021		4497	3687	65	4 5	60	1126

Hydrant Number: 2W597A

Location: KWIX Rd Behind YMCA NE corner, Moberly, MO **Color:** Orange

District: WARD TWO **Township:** Year:

Next Test Date: 09/13/2017 **Make:**

FLOW 7	FLOW TEST SUMMARY		Flow at	Static	Pitot	Actual Residual	Calculated
Test Date	Test Purpose	at 0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
10/25/2021		4046	3070	50	38	46	1034

Hydrant Number: 2W598

Location: Gratz brown#3, Moberly, MO **Color:** Green

District:WARD TWOTownship:Year:Next Test Date:09/13/2017Make:

FLOW TEST SUMMARY		Flow	Flow	Static	Pitot	Actual Residual	Calculated
Test Date	Test Purpose	at 0 PSI	at 20 PSI	Pressure	Pressure	Pressure	Flow
10/25/2021		6 4 72	4912	50	46	48	1138

Hydrant Number: 2W599

Location: GrantzBrown #2, Moberly, MO **Color:** Green

District:WARD TWOTownship:Year:Next Test Date:09/13/2017Make:

FLOW 7	TEST SUMMARY	Flow at	Flow at	Static	Pitot	Actual Residual	Calculated
Test Date	Test Purpose	0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
10/25/2021		4451	3378	50	46	46	1138

Hydrant Number: 2W600

Location: Gratz Brown / South entrance t, Moberly, MO **Color:** Green

District: WARD TWO **Township:** Year:

Next Test Date: 10/25/2022 Make:

	FLOW TEST SUMMARY		Flow at	Flow at	Static	Pitot	Actual Residual	Calculated
Test I	Date	Test Purpose	0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
10/25/	/2021		2531	1921	50	40	40	1061

Hydrant Number: 2W601

Location: Urbandale, Moberly, MO **Color:** Green

District:WARD TWOTownship:Year:Next Test Date:10/25/2022Make:

FLOW 1	FLOW TEST SUMMARY		Flow at	Static	Pitot	Actual Residual	Calculated
Test Date	Test Purpose	at 0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
10/25/2021		1507	1144	50	30	30	919

Hydrant Number: 2W602

Location: 1330 URBANDALE DR, Moberly, MO **Color:** Green

District:WARD TWOTownship:Year:Next Test Date:10/25/2022Make:

FLOW TEST SUMMARY		Flow at	Flow at		Pitot	Actual Residual	Calculated
Test Date	Test Purpose	0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
10/25/2021		2531	1921	50	40	40	1061

Hydrant Number: 2W603

Location: 1331 URBANDALE DR, Moberly, MO **Color:** Green

District:WARD TWOTownship:Year:Next Test Date:10/25/2022Make:

FLOW TEST SUMMARY			Flow at	Static	Pitot	Actual Residual	Calculated
Test Date	Test Purpose	0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
10/25/2021		2531	1921	50	40	40	1061

Hydrant Number: 2W603A

Location: 1450 URBANDALE DR, Moberly, MO **Color:** Green

District:WARD TWOTownship:Year:Next Test Date:10/25/2022Make:

FLOW TEST SUMMARY			Flow at	Static	Pitot	Actual Residual	Calculated
Test Date	Test Purpose	0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
10/25/2021		1921	1543	60	40	40	1061

Hydrant Number: 2W603B

Location: 1603 URBANDALE DR, Moberly, MO **Color:** Green

District:WARD TWOTownship:Year:Next Test Date:10/25/2022Make:

FLOW TEST SUMMARY		Flow at	Flow at		Pitot	Actual Residual	Calculated
Test Date	Test Purpose	0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
10/25/2021		2664	2087	55	40	45	1061

Hydrant Number: 3

Location: 1223 Woodridge, moberly, MO **Color:** Red

 District:
 2
 Township:
 Year:

 Next Test Date:
 10/21/2022
 Make:

FLOW TEST SUMMARY
Flow Flow Actual
at at Static Pitot Residual Calculated

Test Date	Test Purpose	0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
10/21/2021		1475	1185	60	30	35	919

Report Filter Settings

Report Name: Hydrant Flow Tests by Test Date

Filter Name: Last Month

Filter Expression: [TestDate] is between '10/1/2021 12:00:00 AM' and '10/31/2021 11:59:59 PM'

November 01, 2021 07:16

Page 1 of 1

DESTINATI*N SERVICES



Moberly Area Chamber of Commerce City of Moberly

2021 Tourism Strategic Plan Update

October 18,, 2021

Destination Services LLC

322 South Main Street St. Charles, MO 63301 Phone: (314) 575-8416 stephenlpowell@sbcglobal.net

DESTINATI**N SERVICES

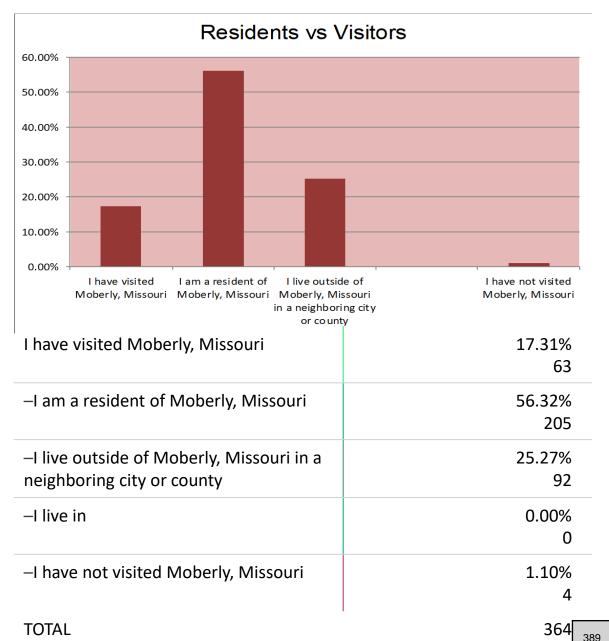
Report Summary

Moberly is making advances toward the creation of a tourism industry, although very slowly. The needle is moving in the right direction. This is impressive given the amount of budget allocated toward tourism development, the number of staff dedicated to the overall effort and the worldwide impact of the pandemic. As more events are executed and Moberly begins to be a place to visit, shop and dine, the economic impact of tourism will grow. However, as noted in 2018, the one major improvement that will drive tourism to the next level is a downtown hotel with service levels to attract the corporate, social, leisure and meeting markets. The opportunity to leverage the Municipal Auditorium with the Commerce Bank building and a boutique hotel will greatly enhance visitor traffic and the economic impact of tourism.

While the Gus Macker event this year was a huge success, the economic impact was limited mostly to retail sales and dining. The majority of the overnight stays went to surrounding communities. Consequently, the financial gain for Moberly was not fully maximized. The strategic plan from 2018 and this update provide recommendations on actions which will ensure Moberly receives the best return for both its efforts and expenditures. The strategies from 2018 remain the same with a few minor adjustments. As you will note in the following charts comparing the research data from 2018 versus 2021, the community interest level in tourism remains very positive and the overall objective of creating a high energy downtown area is constant.

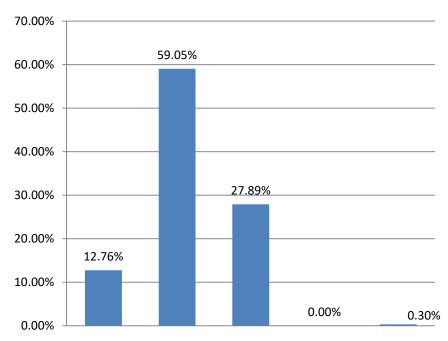
Creating a tourism destination is a long-term endeavor requiring the financial, personal and political commitment from both public and private entities. It is not an easy road, but a road that can be successfully navigated with strict adherence to a strategic plan and a vision of what Moberly can be in the future. Moberly only needs a couple of key components to fuel the fire of investment and redevelopment.

2018

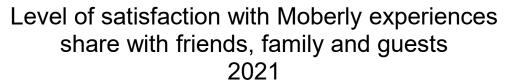


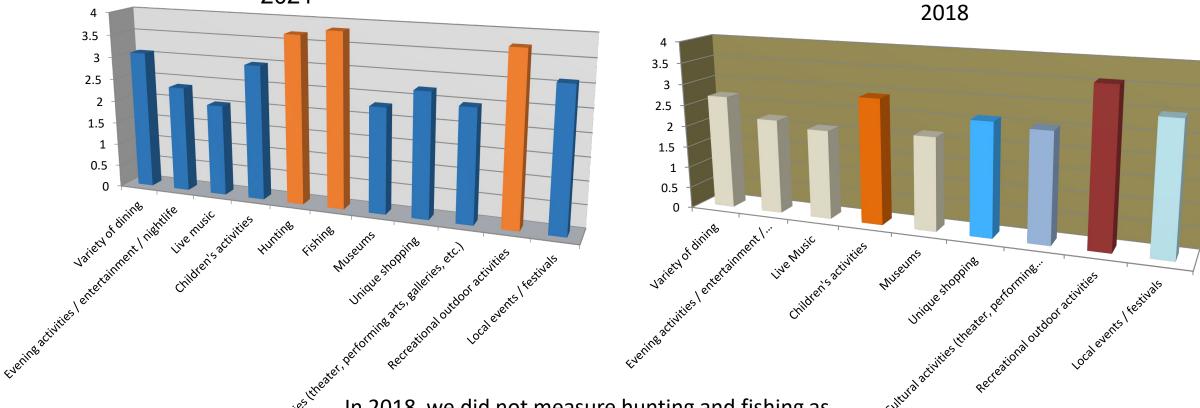
2021 Residents vs Visitors



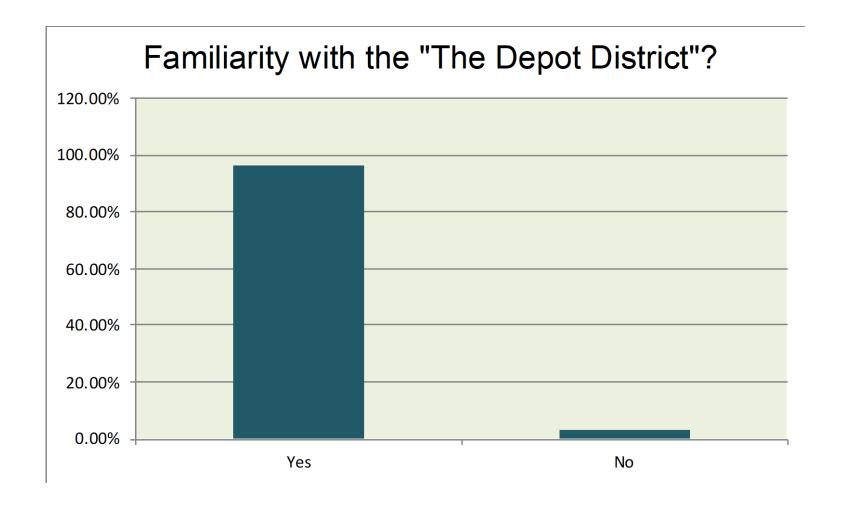


Visited Moberly dropped by 4.55%, which can be attributed to the pandemic. The residents increased by 2.73% and those who live outside of Moberly increased by 2.62%. This reflects the influence of the pandemic where people did not travel, but stayed closer to home.



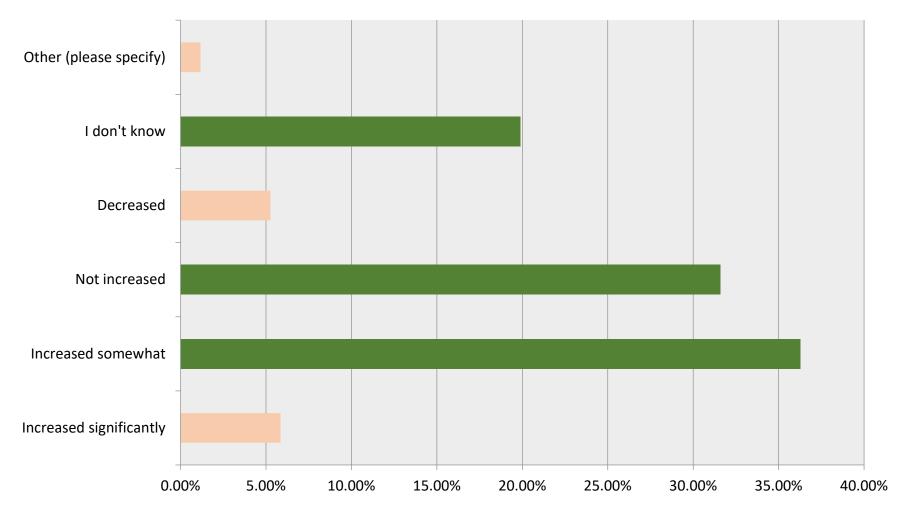


In 2018, we did not measure hunting and fishing as activities. The 2021 survey indicates a very high interest in hunting and fishing, which correlates to the high interest in recreational outdoor activities. Satisfaction with the variety of dining has increased slightly in 2021 along with outdoor recreational activities. The reason ning experiences are the same for both 2018 and 2021.



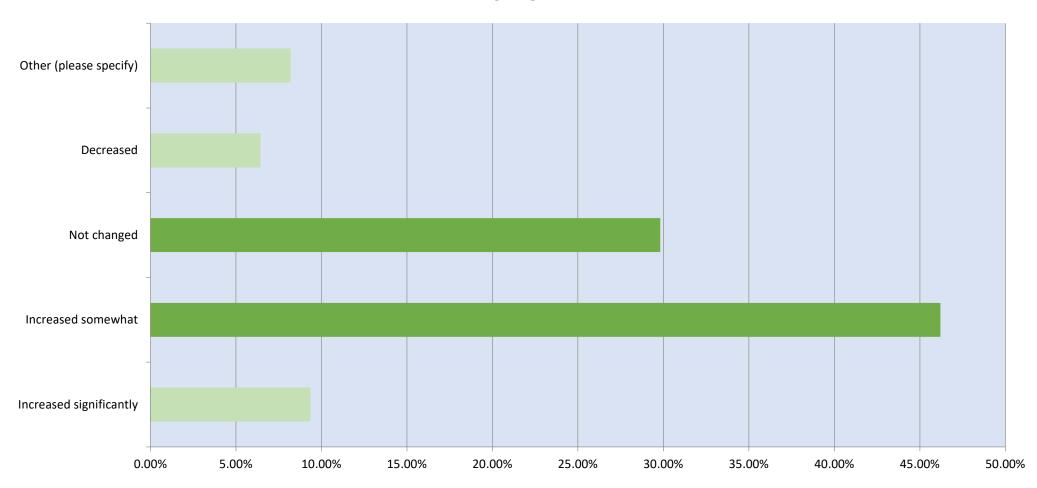
Nearly 100% of the respondents were familiar with the Depot District. This is an excellent indication of how successful the marketing and branding of the District has been with the residents.

The number of visitors and tourism have....



36.2% of the residents believe tourism and visitors have increased somewhat, but 31.5% believe there has been no increase. Again, t_{392} tatistic is highly influenced by the pandemic.

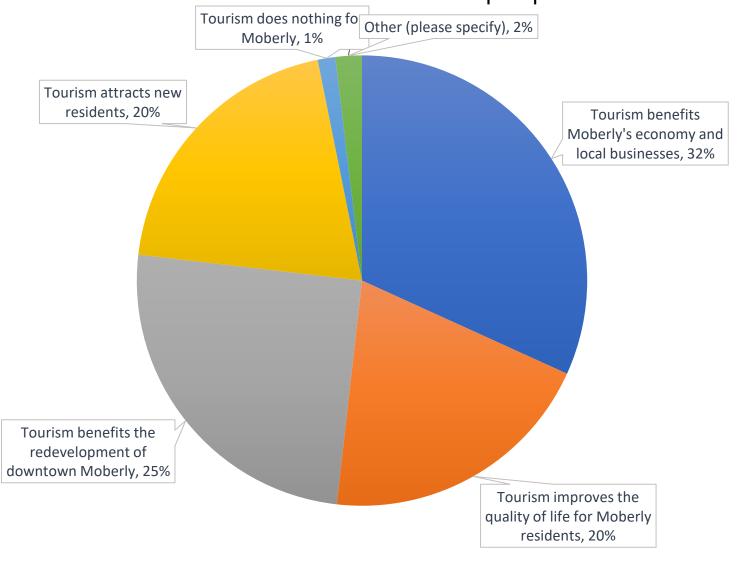
Since 2019, the leisure events and activities in Moberly have....



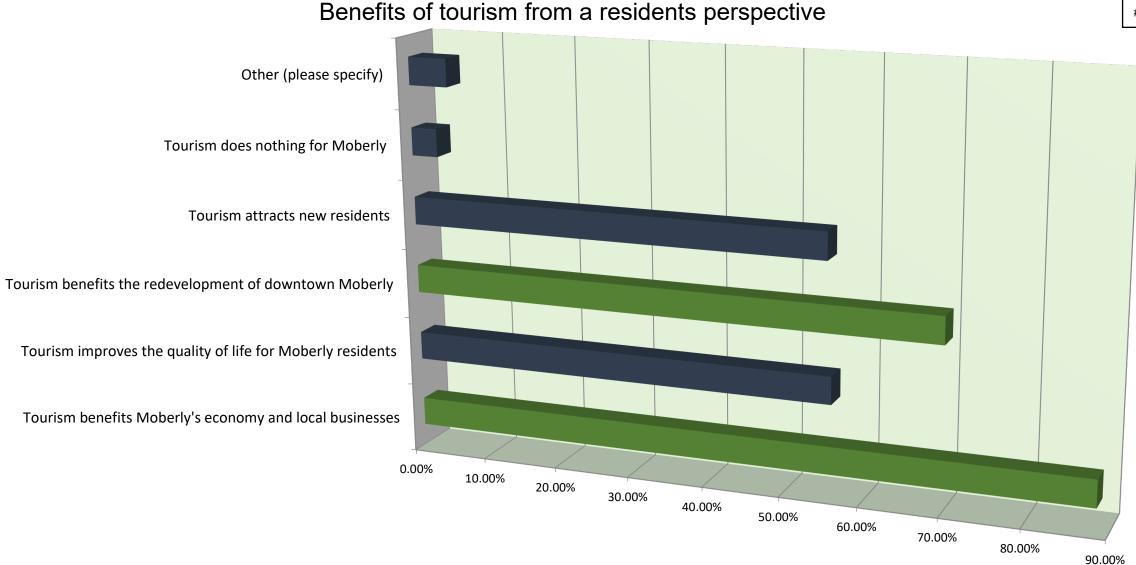
46.2% of the residents believe leisure events and activities have increased somewhat. This metric shows the impact the tourism eve are on local residents as well as the marketing influence from tourism efforts.



Benefits of tourism from residents perspective

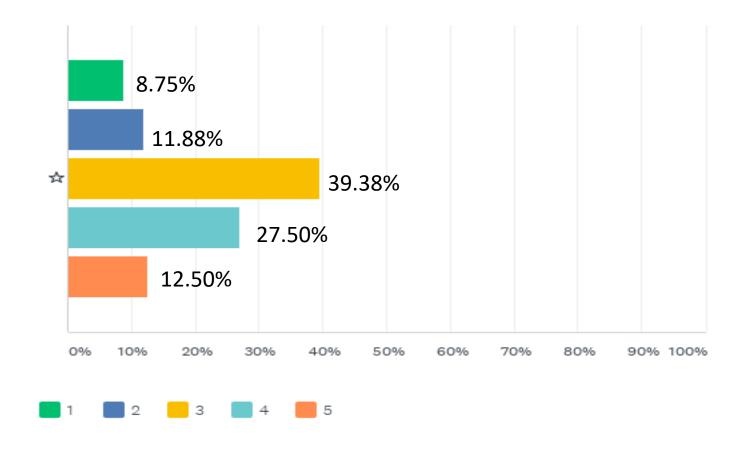






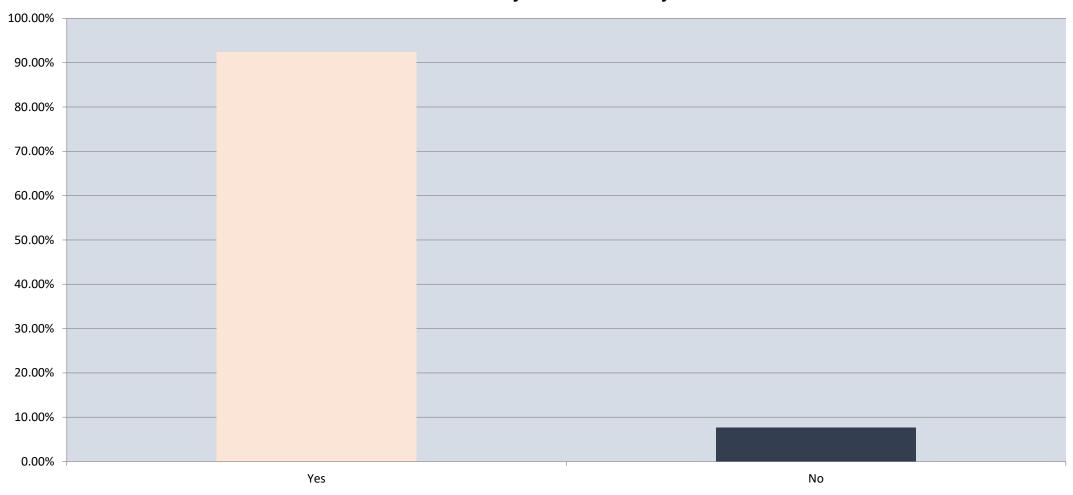
Residents believe tourism has a positive benefit from their perspective as indicated on this chart. This data highly supports the off orts to attract visitors and create Moberly as a visitor destination.

Rate the tourism efforts in Moberly. 1-5 stars with 5 being the best.



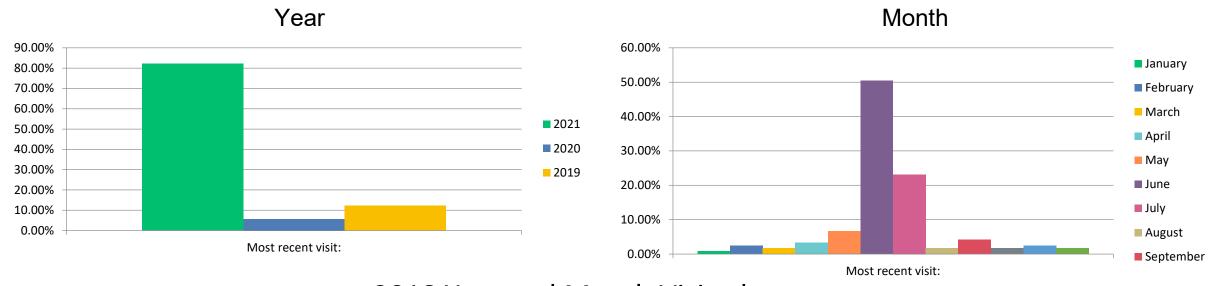
79.38% of the residents responding to this survey rated the tourism efforts in Moberly from average to excellent.

Visited Moberly in the last 3 years

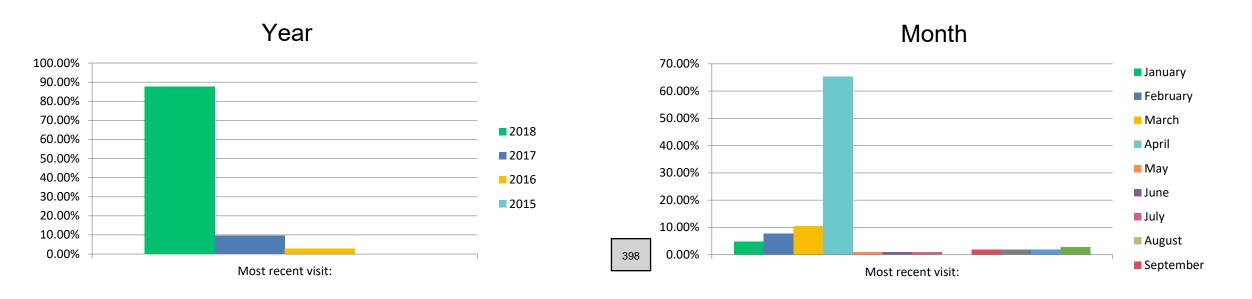


This chart validates the responses to the survey as current given that over 90% have visited Moberly within the last 3 ye 397

2021 Year and Month Visited



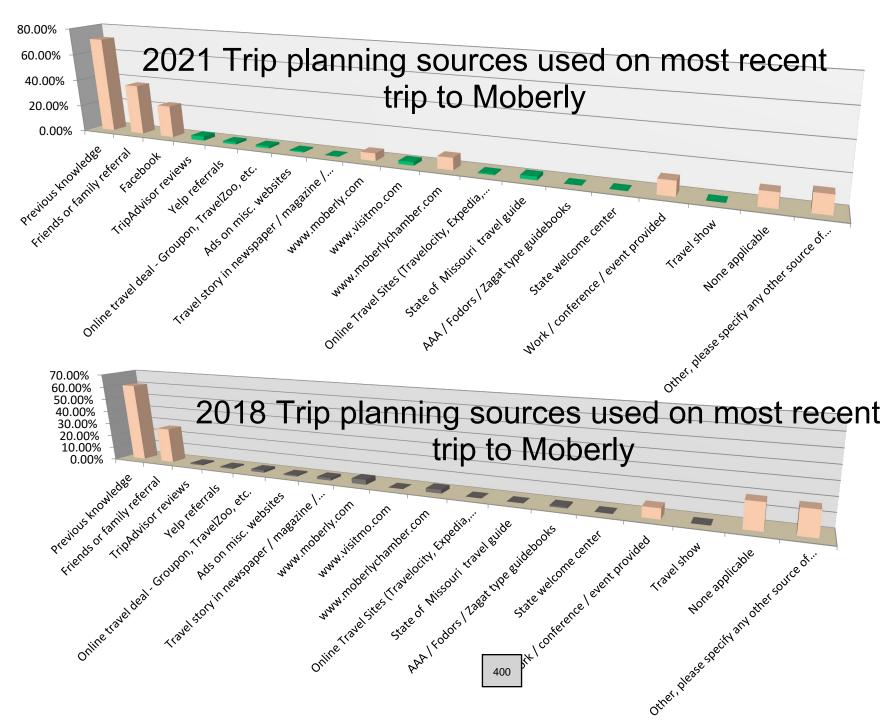
2018 Year and Month Visited



‡18.

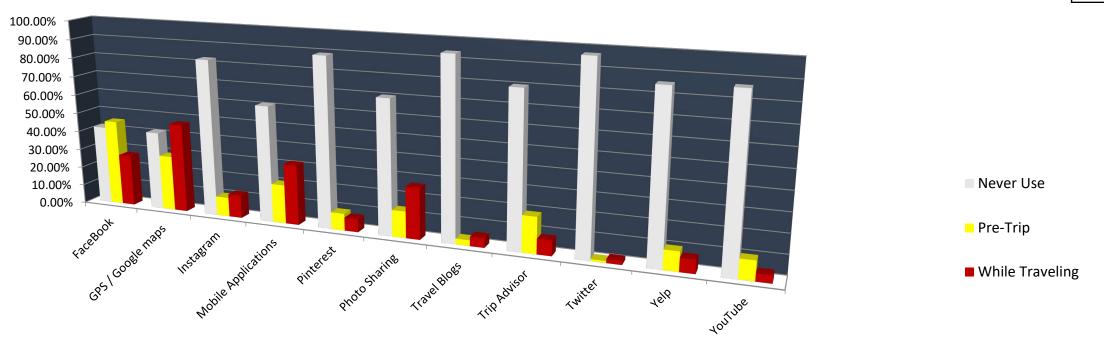
2021 Year and Month Visited

The preceding charts show both the impact of pandemic as well as the influence tourism marketing efforts. The 2018 survey April as the most visited month, however, in 2021 June and July were the most visited. The remainder of the months from 2019 to 2021 remained relatively the same with very minor increases.

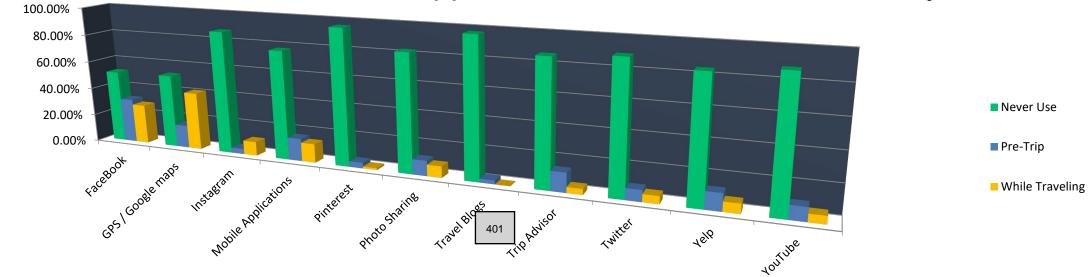


Previous knowledge and friends and family are still the most used trip planning sources. However, Facebook as measured in 2021 was used by nearly 24% and moberly.com along with the chamber's website grew 2% and 5.9% respectively. The other sources remain virtually the same.



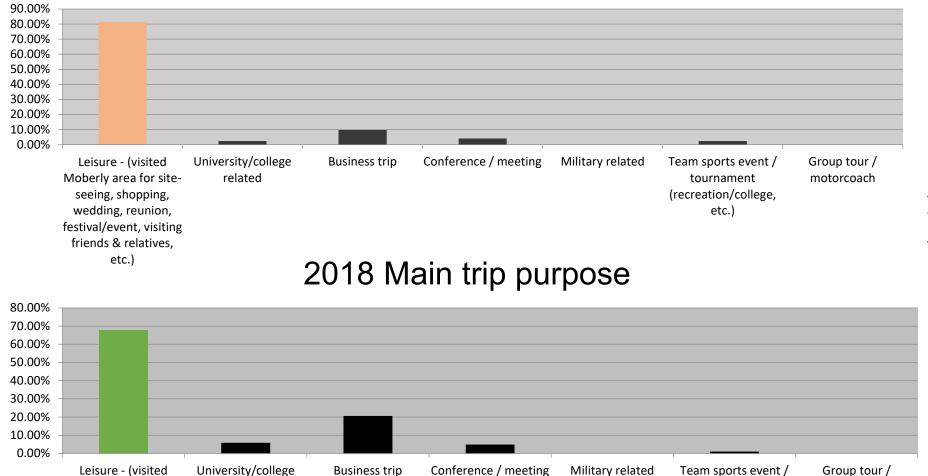


2018 Social media sites or applications used in travel to Moberly



#18.

2021 Main trip purpose



Leisure travel grew by 13.65% while business travel dropped by 10.83%. **Business travel** did not show any growth in 2021 at any destination.

tournament

(recreation/college,

etc.)

motorcoach

Business trip

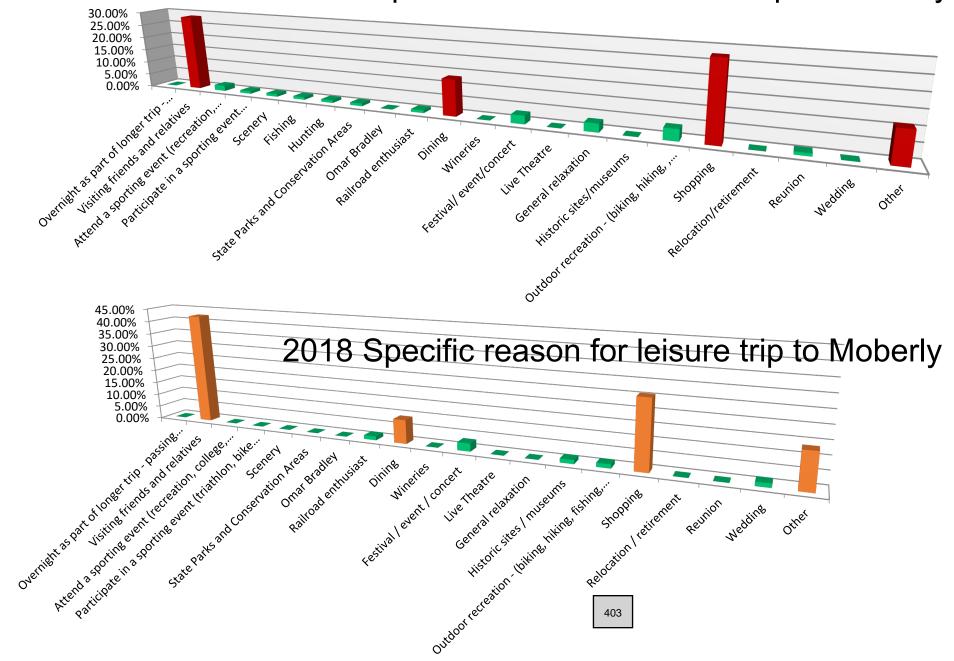
Moberly area for site-

seeing, shopping, wedding, reunion,

festival/event, visiting friends & relatives, etc.)

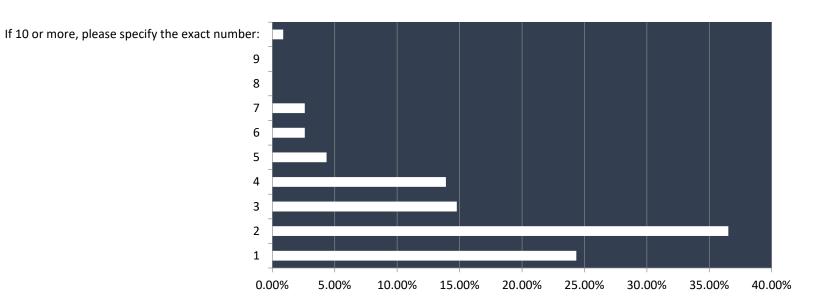
related

2021 Specific reason for leisure trip to Moberly

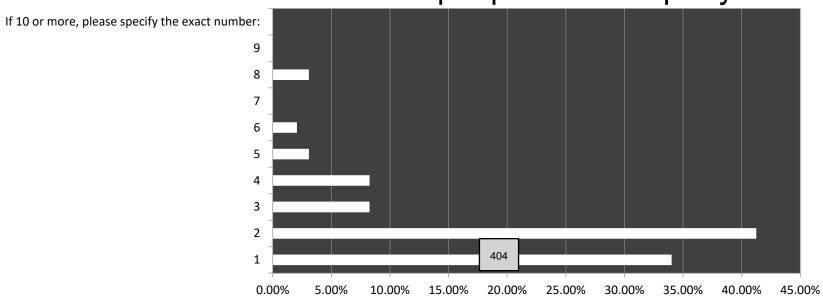


Shopping grew by a small amount (1.79%) while visiting friends and family dropped by 13.85%. This numbers definitely reflect the impact of Covid.

2021 Total number of people in travel party

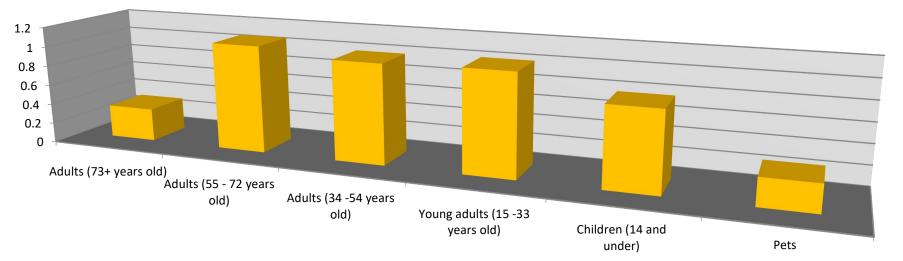


2018 Total number of people in travel party

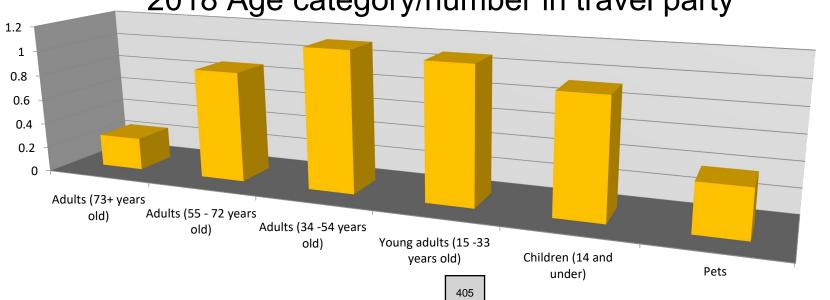


The data shows Moberly Has grown in its appeal to travel parties of 3 and 4 people, with a slight decrease in couples and singles.

2021 Age category/number in travel party





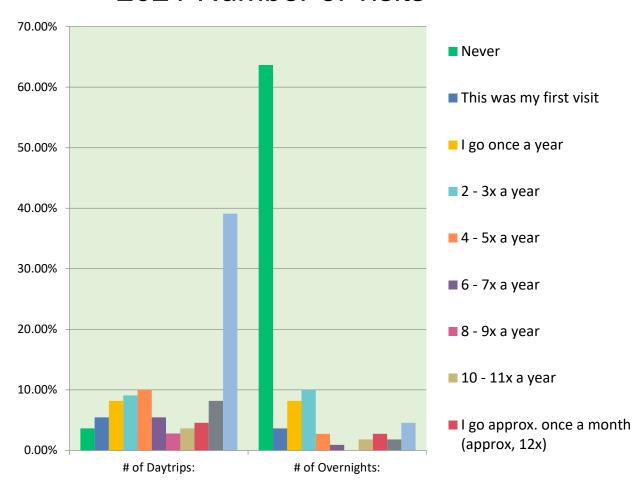


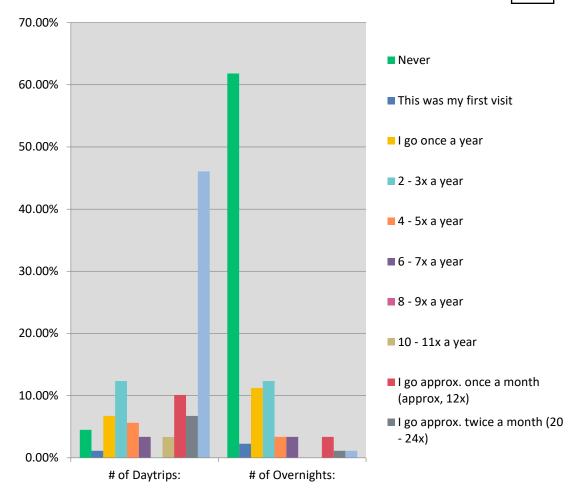
In the 2021 survey, the weighted number in a travel party by age dropped in every category except those over 73 and those between 55 and 72. This simply indicates a significant amount of older and senior travel.

2021 Number of visits

2018 Number of visits

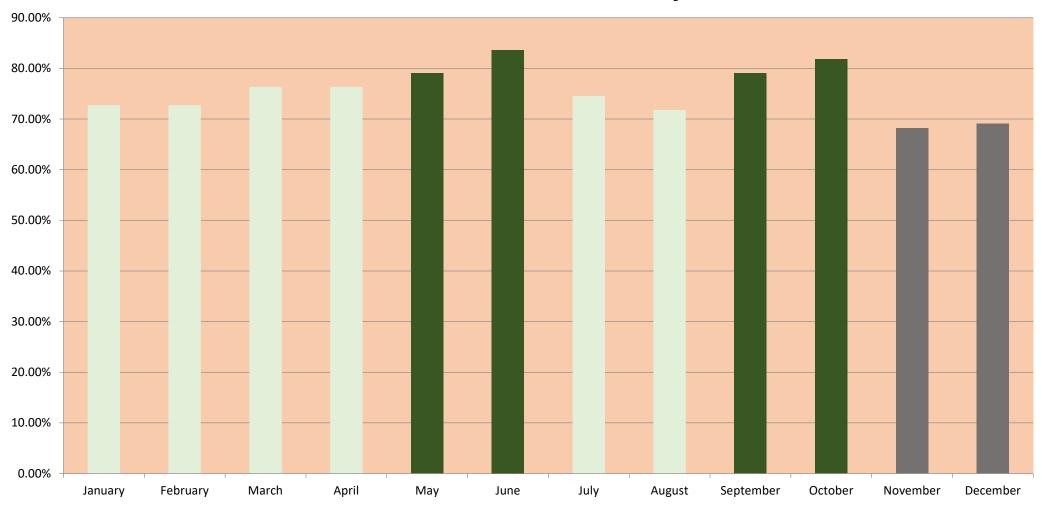






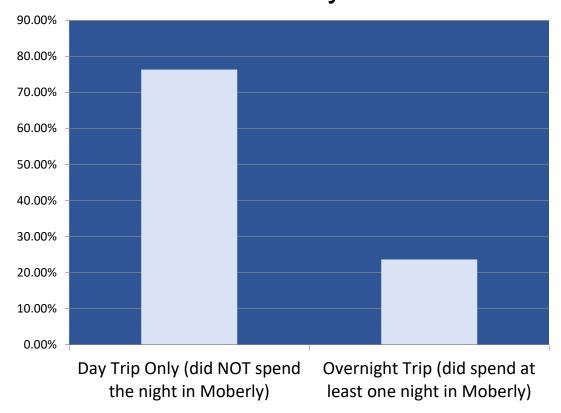
In 2021, the daytrip categories for multiple daytrips throughout the year increased, except for the once a month category. The overnight guests decreased from 2018 to 2021 in every category except the first time visitor and the weekly guest. This is a direction of the pandemic impact.

Months visited Moberly,



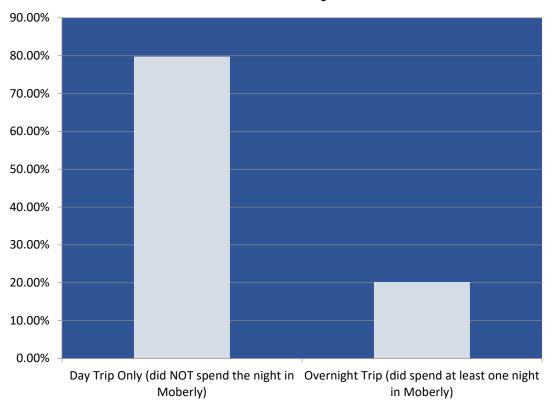
The most visited month is June followed by October, May/September. The two least visited months are November and December. However, it should be noted the visitation is $\boxed{}_{407}$ good in all months.

2021 Most recent trip to Moberly



2018 Most recent trip to Moberly



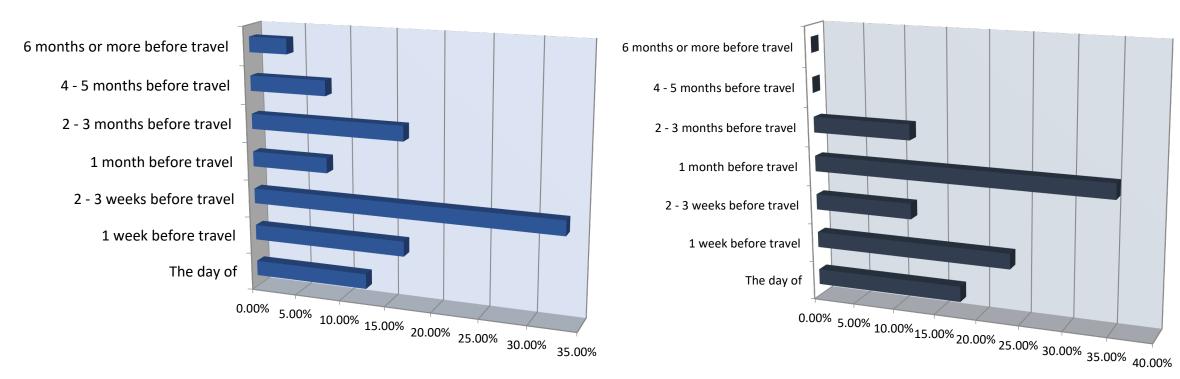


While Moberly still attracts more daytrippers than overnight guests, this survey indicates 3.42 percent decrease in daytrippers in 2021 and a 3.42 percent increase in overnight guests during 2021 as compared to 2018. The percentage of overnight guests would, obviously increase if there were additional hotel rooms.

#18.

2021 Advance booking of accommodations

2018 Advance booking of accommodations



Whereas in 2018 guests were booking accommodations 1 month before travel, in 2021 that timeline has decreased to 2-3 weeks before travel. The day of and and 1 week before has decreased for 2021. However, it is important to note the increase between 3 and 6 months for advance travel in 2021 as compared to 2018. These figures are, in my opinion, highly influenced by the pandemic.

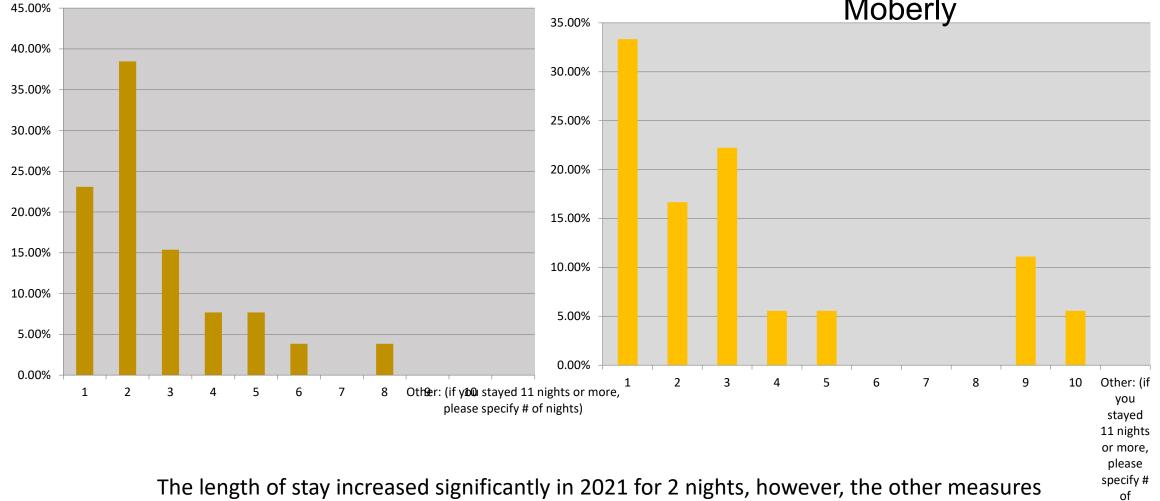
#18.

nights)

2021 Number of nights stayed in Moberly



2018

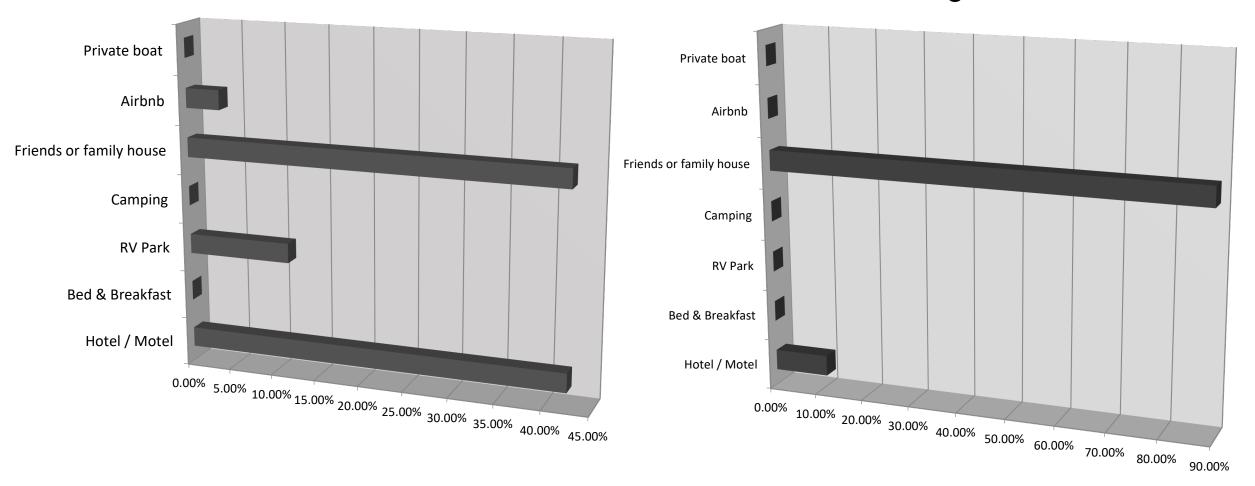


The length of stay increased significantly in 2021 for 2 nights, however, the other measures either decreased or stayed relatively the same when 2021 is compared to 2018.

#18.

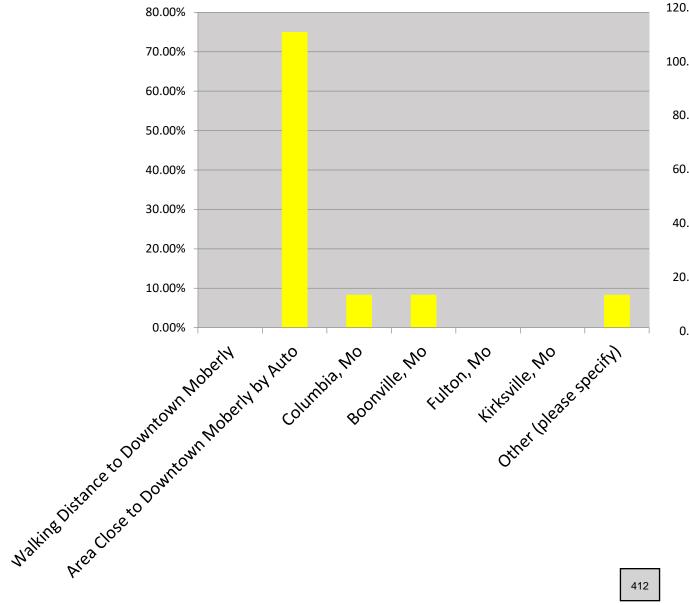
2021 Overnight location

2018 Overnight location



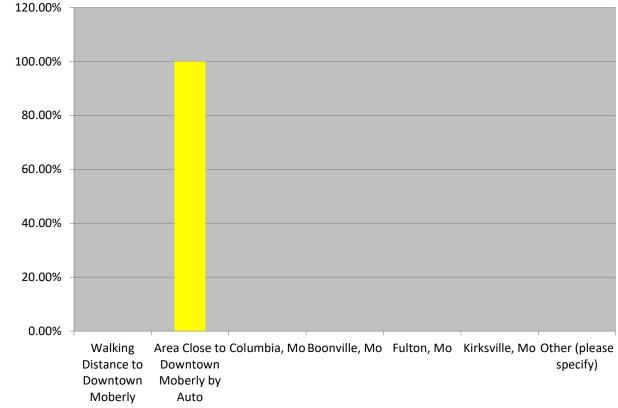
Friends and family remains the most selected overnight location, however, significant progress was achieved for hotel/motel, rv park and air bnb. This metric further indicates the need for a new hotel property.

2021 Location of Accommodations



2018 Location of Accommodations L

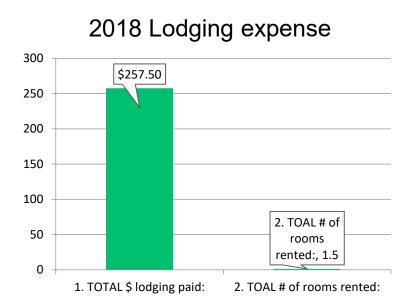




These comparative metrics show the "leakage" of overnight guests to other communities.

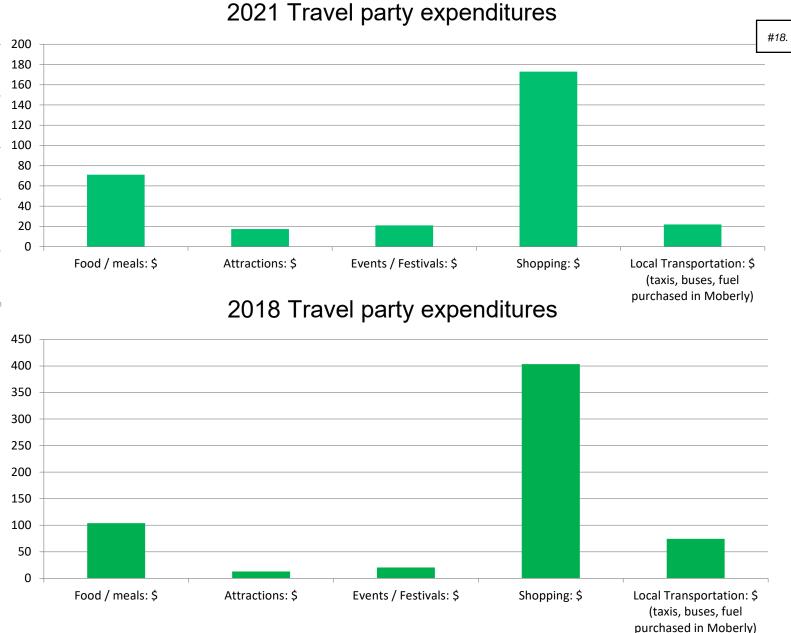


2. TOAL # of rooms rented:

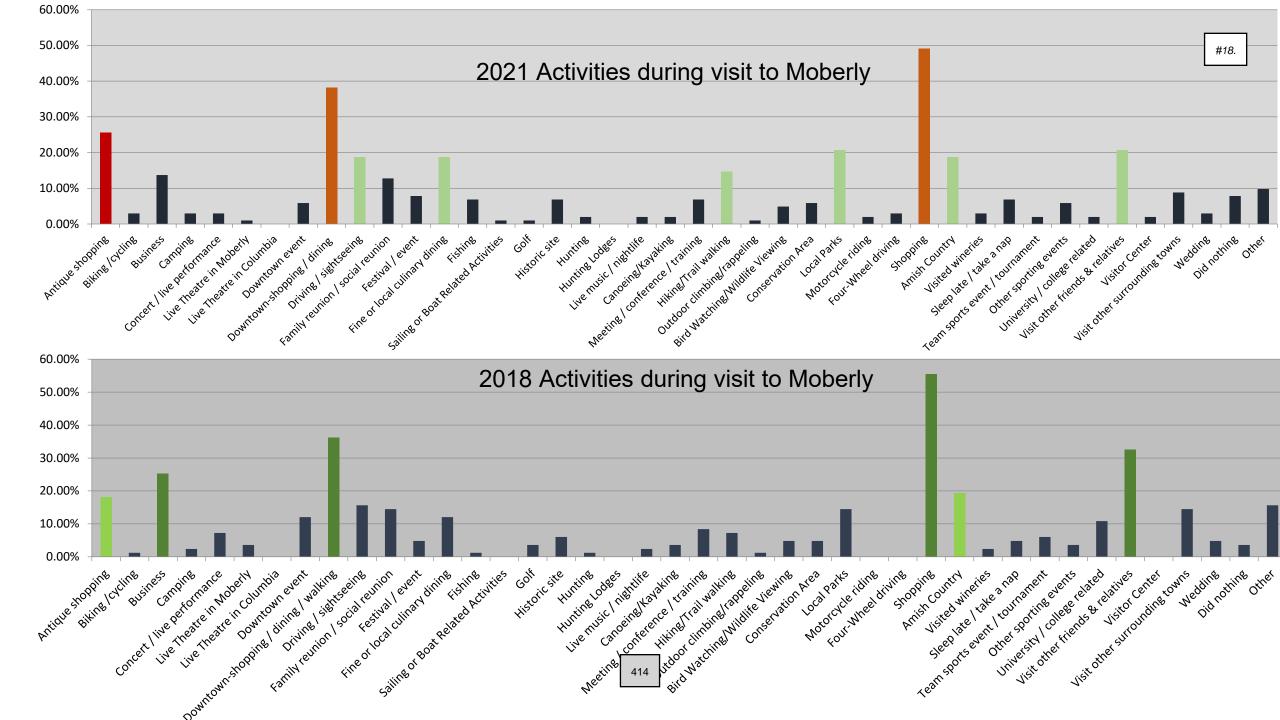


1. TOTAL \$ lodging paid:

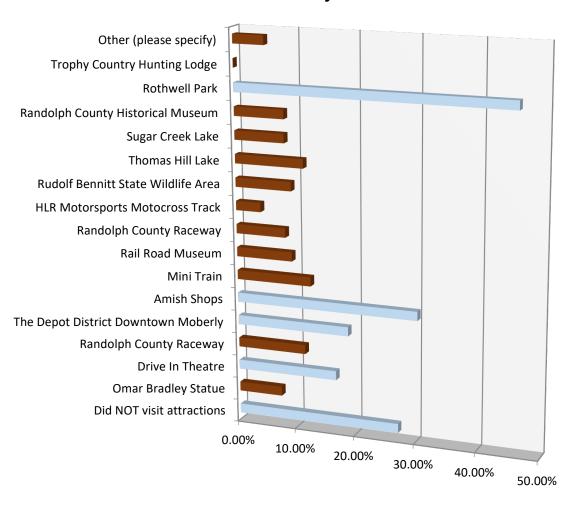
0



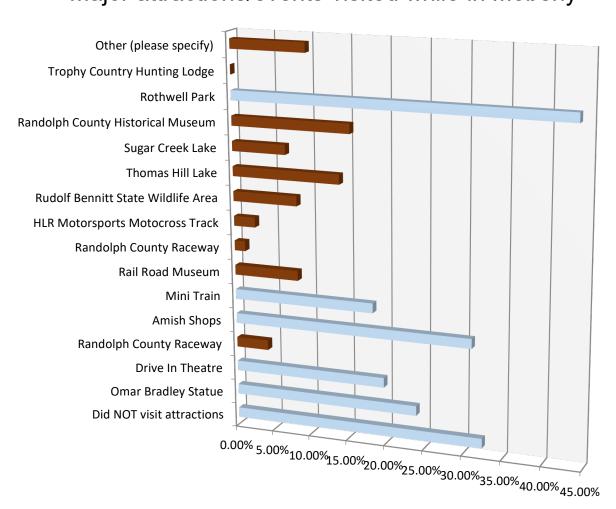
Expenditures pped slightly in 2021 on everything except attractions and events. The pandemic definitely impacted how guests spent their money.



2021 Major attractions/events visited while in Moberly



2018 Major attractions/events visited while in Moberly



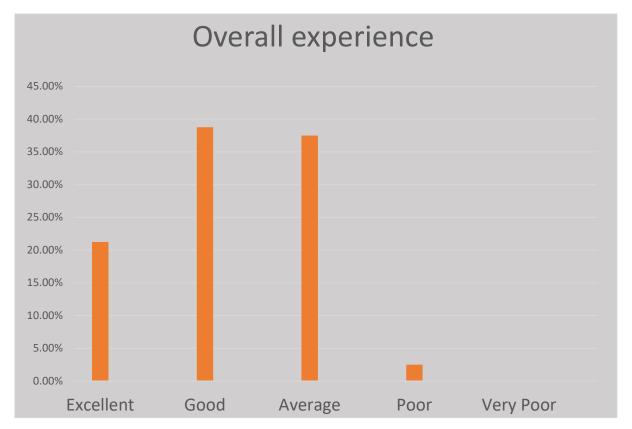
Attendance at major attractions stayed relatively the same between the two years. The slight changes in 2021 can be somewhat attributed to the pandemic.

#18.

#18.

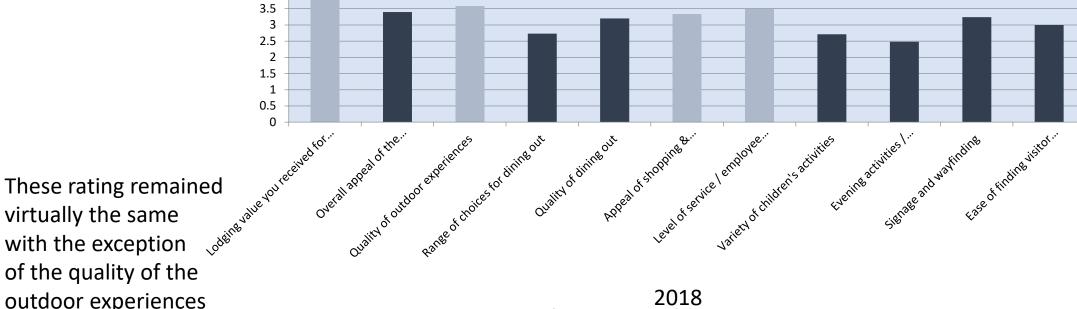
2021 2018





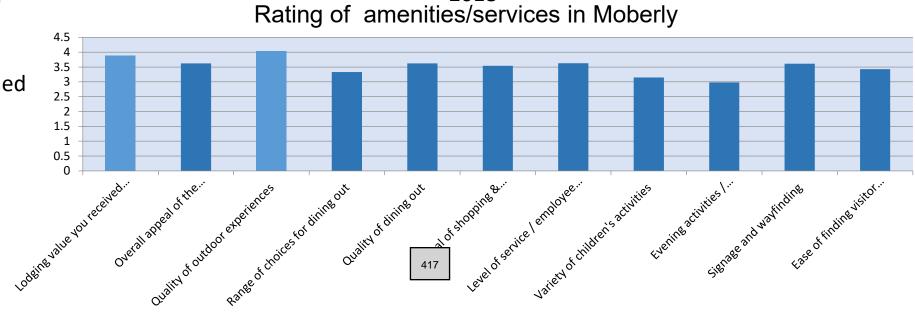
The overall experience increased 5.63% in the excellent category and 15.01% for a good overall experience. It is interesting to note that the average experience dropped 18.15% and there were no poor experiences in 2021. In other words, the overall experience has improper substantially.

2021 Rating of amenities/services in Moberly



outdoor experiences which dropped from a 4 rating to a 3.5, dining choices declined From a 3.3 to a 2.7.

4.5



Comments: Improve visitor experience

- Having more hotel options would be wonderful I think. We ended up staying at this
 really bad motel in Columbia that I honestly wouldn't reccomend to anyone. That is
 not Moberly's fault, but it was something that was more then eventful when
 remembering how our trip went.
- I don't know where visitor information is
- Signage with local attractions. Stumbled upon a few interesting sites.
- More festivals
- The angel wings need to be repainted
- Store owners more welcoming
- Better hotel choices
- Fine dining needed, lunch dining was fine
- More hotels to choose from
- Places should be open on Sunday at least after church
- more festivals would be nice
- More dining options
- Bring in more motel rooms
- More dine in restaurant
- Children's activities

- Variety of places to eat. Most of our choices are fast food or Mexican.
- Need adult entertainment
- Clean up the town
- Having more activities for kids & families.
- More choices for quality dining (even causa
- more dining options
- More Local winery's or local brewing or distillery
- More shopping centers
- Moberly is not a tourist destination, not even a little bit
- More and better hotel options
- More variety of restaurants
- Improve the appearance of downtown
- More restaurants
- More choices in lodging.
- Articles or blogs about events in Moberly
- more downtown festivals
- FOUR WHEELER PARKS FOR ALL AGE GROUPS
- More restaurants
- One of Rothwell park's party area was very dirty and smelled of old trash. Regular cleaning
- Number 1 would be better hotel accommodations. This is probably the weakest point in terms of tourism, or trips back
 - if someone does not have fam

Words describing Moberly to others

Hometown

Welcoming

Lulas- great place

to eat

Historic

Typical prison town

Small town

atmosphere

Potential

Small

Adequate

Seen better days.

Small

absolutely love

Rothwell Park

Friendly

PRETTY NEAT PLACE

TO VISIT

Relaxing

nice

Nice folks

Rustic

My hometown

Growing

Interesting

Small

Home town

Quiet

Nice small town

Exceptional Park

Relaxing

It's kind of

depressing

Friendly people

Friendly

Ok place

historic

Safe

Rural area

420

Boring

Industrial

Close Knit

Outdoor

Diversity

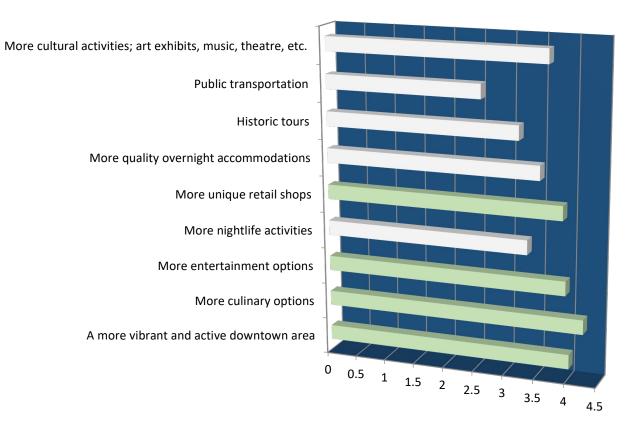
Pleasant

Historical

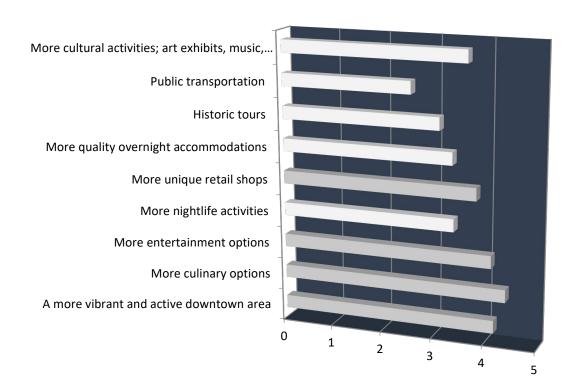
Small

#18.

2021 Appealing activities or experiences if offered

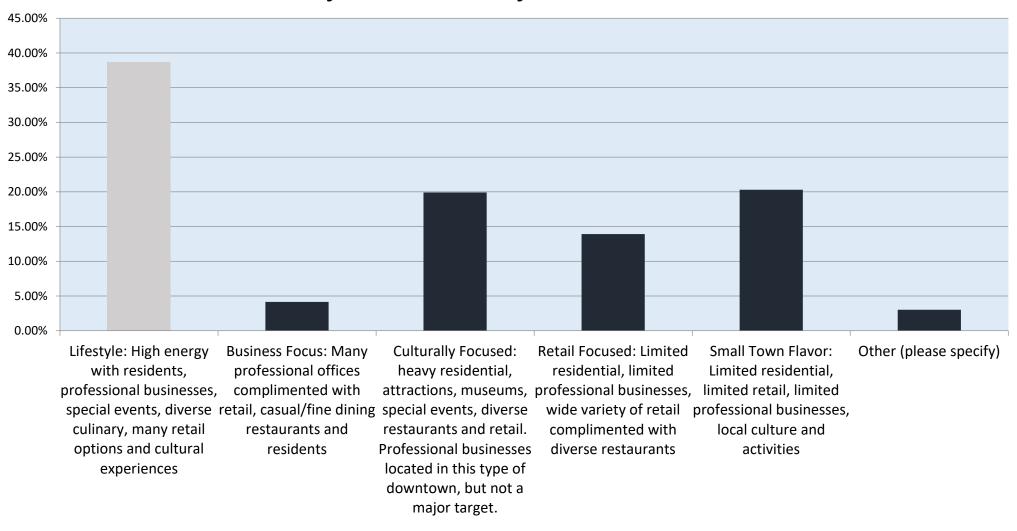


2018 Appealing activities or experiences if offered



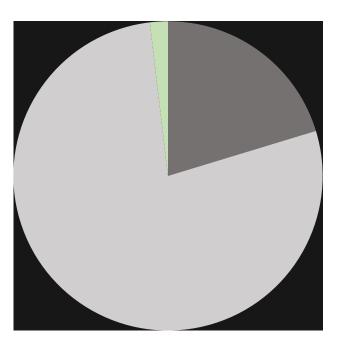
These experiences remained nearly the same between 2021 and 2018.

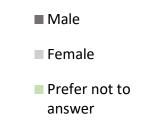
How would you describe your favorite downtown?



The Lifestyle selection for a downtown $\begin{bmatrix} 1 & 1 & 1 \\ 1 & 1 & 1 \end{bmatrix}$ If the most preferred.

Gender





#18.

STRATEGIC DIRECTION AND GOALS 2022-2025

Implementing Strategies – Stay Focused

Moberly still has a huge advantage over many destinations in that the City/Chamber is creating new product. The pandemic has somewhat slowed the process, but the number of visitors and events continue to grow. It anticipated the City will experience much progress over the next four years assuming there is no health crises or other major impediment. There are two key infrastructure components, which will accelerate tourism development; a high three to four star boutique hotel(not limited service) located downtown next to the Commerce Bank building and a new attraction at the Fennel building.



The CVB brings visitors to town. However, it is up to each individual business to get that visitor to spend money In their establishment.

Implementation Strategies

- Focus on developing the destination with products that will support overnight guests. This will require public incentives to encourage private development and concept marketing.
 - Culinary
 - > Retail
 - > Entertainment
 - Cultural
 - Experience Orientated
- Initiate a demonstration experiential area that is either at an intersection downtown or a designated block to showcase the concept and generate interest.
 - Recommend a block that contains the Kelly Hotel and 4th Street Theater.
 - A secondary demonstration area is recommended at the Fennel building.
 - > The strategy is to create a template of what can be done as well as generate synergy from investors.



Implementation Strategies

- Continue local partnerships (teamwork).
 - > It is very important that every local organization with an interest in tourism and downtown revitalization join in this effort. This can only happen if everyone gets behind the effort.
 - Corporate involvement is a necessity.
 - > Business, residents and local government as one partnership.
- Continue to enhance the visitor service platform via the convention and visitors/tourism department.
 - An organization focused just on marketing the destination, servicing visitors and advocating for tourism product development
 - > Develop an annual marketing plan, advertising and social media plan
 - Determine performance measures/prepare annual report
 - > Attend tradeshows, Attract travel writers, Execute media/client fam tours
 - > Pursue group business and leisure travelers with a focus on overnight guests

Implementation Strategies

- Leverage co-ops to extend exposure in traditional ad placement; State Travel Guide, guide books, travel inserts & reg. publications.
 - > Form marketing relationships with existing businesses and corporations
 - Form marketing relationships with colleges
- Continue engaging daytrip visitors to drive increased in-market spending.
 - Special events, discounts, entertainment
 - Turn daytrippers into overnight guests
- Focus primary advertising on the 3-5 hour drive market with current limited funding and use PR to expand reach.
- Public relations and the web are the biggest bang for your buck

This Travel Industry Strategic Plan for the City of Moberly is based on the research findings in the 2018 and 2021 study conducted by Destination Services, LLC. as well as the firm's knowledge of best practices within the travel industry. The strategies herein are intended to establish a visitor destination and drive economic growth with a focus on tourism for Moberly through 2025.

• Continue to accelerate Visit Moberly as a Destination Marketing Organization-the tourism efforts, as a subset of the Moberly Area Chamber, should be focused first on leisure marketing and secondly, on group sales including sports. As lodging inventory increases, these two strategies will drive increased room demand. Special Events have become an excellent asset to increase awareness, generate economic impact and position Moberly as a place to go for shopping, entertainment and dining. These events are laying the foundation for Moberly to become a visitor destination.



- Increase Lodging Capacity lodging inventory is limited with most of the overnight accommodations being provided by friends and family. The immediate strategy is to encourage bed and breakfasts or small lodging properties to be developed. The Kelly Hotel should be renovated into a boutique inn. A new boutique hotel should be constructed adjacent to the Commerce Bank building.
- 9 Person Board lodging (2), dining (2), retail (2), sports (1), attraction (1), City Council (1). The Board supports the tourism to focus on strategic development of the travel industry in Moberly.
- Staffing (3) Initially, tourism will be staffed by the Chamber Director and Tourism Staff position with assistance from part-time support staff and volunteers. As the strategies begin to grow the destination, it will be necessary to add a group/sports sales position for the Bureau. Ultimately, tourism and the Chamber may become separate entities once the destination has been established. City to provide PR support to drive press stories about visiting Moberly.
- **Group sales** at some point, hire an experience group sales person with an emphasis in small meetings and sports to partner with hotels & facilities to drive increased group business.

DESTINAT 429 N SERVICES

- Marketing build a brand around the revitalization of downtown as it evolves.
 Develop aggressive efforts on website & digital; social media and traditional marketing.
- **Gateways** support and encourage the development of gateways that create a sense of place when arriving in the City.
- Signage & wayfinding visitors can't spend money if they can't find the cash registers. A signage system throughout the city will help move visitors about efficiently and drive increased spending. The signage should be designed to reflect the brand of the City or the Depot District via fonts, color and graphic design.

- Visitor information provide an app, maps, guides and other visitor information services to help visitors engage with the destination. Overnight visitors must be directed from hotels to find the shopping, dining and activities throughout Moberly to drive maximum visitor spending.
- **Zoning, Ordinances, Enforcement** Specific codes and enforcement of ordinances governing the look, feel and ambiance of tourism areas are mandatory in order to insure maximum return on investments, sustainability and quality of live for both residents and visitors. (noise, alcohol, signage, entertainment, parking, solicitation, etc.)

Leisure & Group Marketing – Traditional & Digital

TRADITIONAL MARKETING

Target those demographics most likely to drive visitation YEAR ROUND.

- Active adult singles, groups and young couples
- Empty nesters seeking active, fun activities
- Families with kids when school is out.

Target lifestyles and travel preferences as a reason to visit.

- Active outdoors, Shopping, History/heritage
- Sports
- Agritourism
- Authentic small town experiences
- Special Events

Traditional print advertising will be a critical component in building awareness of Moberly as a leisure destination.

- Travel Guides
- In-state monthly lifestyle publications



Leisure & Group Marketing – Traditional & Digital

TRADITIONAL MARKETING

Develop advertising strategies to attract year round visitation.

- Budget dependent
- Mostly advertising via internet

Maintain a high quality destination guide (small/rack card) for inquiry fulfillment and limited distribution to welcome centers and info racks.

- A destination guide tells your story and is not a phone book.
- Sell ads so it pays for itself

Maintain high-quality destination maps and print publications to drive in-market spending (ads cover the cost)

Leisure & Group Marketing – Traditional & Digital

DIGITAL/SOCIAL MARKETING

Maintain a dynamic website/blog as the foundation of the digital marketing program.

- Dedicate staff time weekly (interns) to Search Engine Marketing (SEM) and content management and enhancement.
- Keep blog content fresh and use guest bloggers to provide unique perspectives.
- Investigate updated web design in 2023

Stay on top of the ever-changing trends in social media

- Maintain and continually update a prioritized focus list of social platforms: Facebook, Twitter, YouTube, Instagram, etc.
- Monitor and advertise on OTAs and planning sites: Google, Trip Advisor, Expedia, Travelocity, etc.
- Conduct bi-monthly "lunch and learn" social media workshops for local partners to facilitate pushing the message out more.

Vision Plan for Travel and Tourism in Moberly

Continue Marketing
Advertising Plan
Implement new ordinances to
govern Depot District Dev.
Expand Junk Junktion to
two days/incorporate Coates Street
Pursue hotel development

Open new bed and breakfasts
Revise marketing & advertising plan
Open New Hotel
Focus on New Tourism Products
Implement new gateways & signage
Focus on new tourism product

2026 Update Strategic Plan



Thank You

DESTINATI*N SERVICES

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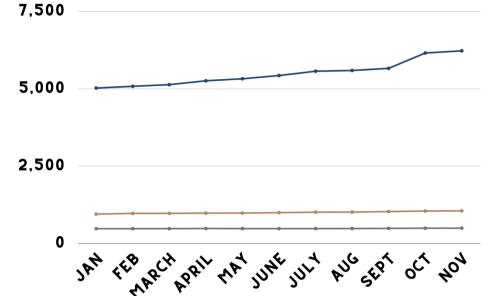


NOVEMBER REPORT

SOCIAL MEDIA STATS



BLUE IS FACEBOOK GOLD IS INSTAGRAM GREY IS TWITTER

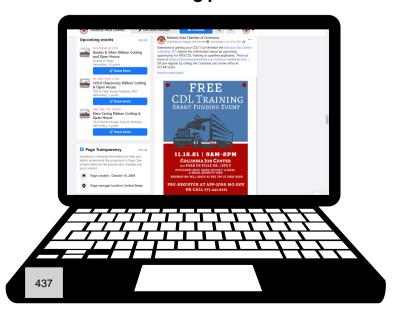


TOP POSTS FOR OCTOBER

Fall Photos

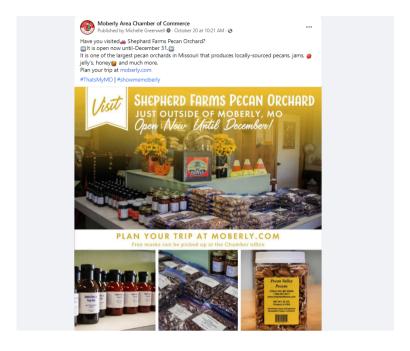


Free CDL Training post



PAID MEDIA STATS/ MISSOURI DIVISION OF TOURISM ADS





Medium	Date Ad Ran	Reach	Impressions	Likes	Comments	Shares	Amount Spent
Facebook/Instagram	Oct 20-Oct 31	10,622	19,898	586	18	50	\$118.38

This ad ended early due to Shepherd Farms closing early for the season. Currently working on Christmas commercial and other holiday ads



Show Me Missouri Magazine Ad - Will print in the Winter Edition - \$1,050

PAID MEDIA STATS/ MISSOURI DIVISION OF TOURISM ADS

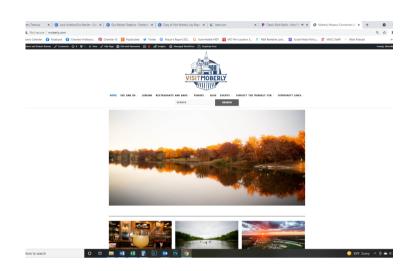


2021 AD SPEND

	Media	2019	2020	2021
	Digital	\$10,644.12	\$8,530.54	\$5,926.38
Show m	ne strong digital	0	\$2,989.99	
	print	\$800.00	\$1,200.00	\$5,161.00
	Radio	0	\$4,998.00	
	SEM	\$1,332.93	\$3,465.62	\$1,422.01
	Billboard	0	\$2,000.00	
	Commercials			\$4,000.00
	Total:	\$12,777.05	\$23,184.15	\$15,341.01

OWNED COMMUNICATION ASSETS

		Feb								
Website Views	1,724	1,240	3,462	5,529	4,041	4,920	3,011	2,574	3,690	2,436



- Updated tourism website to reflect winter changes & Christmas landing page
- Created graphics, videos and all other social media posts

CAMPGROUND STAYS

Report is one month behind due to ongoing rentals for the current month.

PLL "	Jan	Feb	March	April	May	June	July	August	Sept	Nov
Daily Rentals	22	37	72	120	111	190	150	79	180	127
Monthly Rentals	11	11	11	8	10	8	11	12	13	15
Tent Stays					16	23	21	7	66	42
Total:	33	48	83	128	121	223	182	98	193	184

- Starting working on gathering dates for 2022 events and tournaments
- Started working on Junk Junktion 2022 forms & details
- Attended Mark Twain Regional Council of Governments annual meeting
- Coordinated Christmas decorations and activities with Moberly Community Betterment
- Started on 2021 Christmas Commercial
- Updated Dining & Shopping Rack Card



PLANNED ACTIVITES



- Continued working on Moberly's Christmas
 Festival soliciting vendors, marketing the
 parade and online fundraiser for Christmas
 decorations
- Have received quotes for 2022 visitors guide and will start on an updated design shortly

MONTHLY BILLING

Item # Description	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov
102.000.521: Advertising	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
102.000.540: Contract Labor	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
102.000.541: Administrative Fees	\$583	\$583	\$583	\$583	\$583	\$583	\$583	\$583	\$583	\$583	\$583
102.000.550: Consultant Contract	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417
Total:	\$7,083	\$7,083	\$7,083	\$7,083	\$7,083	\$7,083	\$7,083	\$7,083	\$7,083	\$7,083	\$7,083

Director of Utilities Monthly Report October 2021 (Presented at the November meeting)

Director's Summary

Progress continues on multiple projects with the department. Submittals on capital projects to DNR, an internal review of stored records within the billing department along with assistance to other departments on development projects have proven to require significant focus.

Route JJ Sewer Extension: Siting for the pump stations and routing for the individual force mains is complete. The critical remaining task is the completion of easements from over 50 property owners affected by the project. Once easements have been obtained then the construction portion can be bid and construction scheduled.

EDA Infrastructure Grant: Project update meetings are now held bi-weekly with Jacobs Engineering to track progress and make sure items are addressed timely. The five (5) projects include and the status of each is:

- ➤ Morley St. Pump Station Retrofit Survey complete; design nearing completion.
- North Morley Water Main Loop Survey complete, design underway. Corps of Engineering review complete.
- > Sturgeon and Rollins Water Main Replacement Survey work is complete, design underway. Close to having 50% plans finished.
- **Downtown Sewer Rehab** Anticipating the bid process beginning shortly with bid opening as early as December 2021.
- **Downtown CSO Storage Facility** Design nearing completion.

<u>Sugar Creek Lake Dam Grout Project:</u> The Lake is declining due to lack of rainfall. Water level has dropped sufficiently to resume final grouting. Final phase of work to begin November 29, 2021.

<u>Utility Dept. Staffing:</u> The Department is not fully staffed at this time.

WATER PLANT END OF MONTH REPORT OCTOBER 2021

MONTHLY RAW FLOW- 30,590,325 gallons MAX DAY- 1,041,990 gallons MINIMUM DAY- 847,025 gallons

We treated and pumped to town 28,901,158 gallons of water. This is a daily average of 932,295 gallons per day.

Lab Tests- 3,534

Jar tests Ran-8

Collected and shipped distribution samples, for DNR compliance, to include the following- 16 Bacteriological samples, Total Organic Carbons and Fluoride.

LAKE Level currently 33 inches below pool normal level

Maintenance

Performed corrective maintenance on potassium feed system, free chlorine analyzer and south carbon feeder. Performed monthly maintenance on the Free and Total Chlorine analyzers.

Wastewater Treatment Facility

- Treated 42.270 MGM an average of 1.362 MGD.
- Transferred 923,094 gallons of sludge for the SBRs to the digesters.
- Land applied 293,119 gallons of biosolids on the land application field at WWTP.
- 4.59 inches of rain fell over a 12-day period
- No discharge from Taylor CSO (outfall 002).
- Rollins CSO (outfall 003) discharged 5.127 MGD over 3-day period.
- No discharge from Seven Bridges CSO (outfall 004).
- No discharge from Holman Rd CSO (outfall 005).
- Hach technician was onsite to do yearly DO meter calibrations for the SBR basins.
- SBR plant quarterly effluent samples, quarterly biosolids samples, biosolids priority pollutant samples, expanded effluent samples, and influent local limits samples were collected.
- Grease has been noticed at the wastewater plant on a more frequent basis. Pro Pumping has been removing grease from the wet well at Morley Pump Station on an as-need basis. 10,500 gallons of grease was removed from the station for the month of October. Discussion have begun with Swift Prepared Foods on working towards a solution.
- Randolph Co. Sheltered Industries shredded and removed 568 lbs of old files from the WWTP.
- Willis Bros. completed installation of tide flex diffusers in Sludge Holding Basin #2. They have completed their portion of the project.
- The yearly WET test and quarterly eDMR's were submitted to MDNR.
- City Staff along with Barr Engineering met with Todd Blanc, MDNR, to discuss the City's local limit project. Sampling plans are in development to meet MDNR's recommendations.
- Final drafts of the Pretreatment Ordinances and Enforcement Response Plan submitted to MDNR for review.

Water Quality Coordinator

Household Hazardous Waste

- Accepted 2671.8 lbs hazardous waste into the Household Hazardous Waste Facility
- Stabilized and disposed of 787.45 lbs non-reusable materials
- Distributed 775.15 lbs of recycled material to Moberly residents for reuse
- Managed Open Household Hazardous Waste Day on October 9th
- Cleaned and organized Household Hazardous Waste Facility
- Transported 1,585 lbs E-Waste to MRC for recycling

Public Education and Involvement

- Made appointments with Moberly residents at Household Hazardous Waste Facility
- Sent grease flyer to Elks Lodge

Illicit Discharge Detection and Elimination

- Met with surveying team
- Responded to stormwater complaints
- Shepherds Field stormwater assessment
- Updated and closed out Promenade sewer complaint

Construction Stormwater Runoff Control

- Performed 22 regular construction inspections
- Performed Land Disturbance Inspections for all Land Disturbance sites
- Attended Planning Committee meetings
- Met with developer about planned subdivision
- Meet with city employees to review Moberly High School stormwater plans
- Contacted contractor about land disturbance sites
- Reviewed plans for Woodland Hospital site

Post-Construction Stormwater Controls

- Cleaned weeds and trash out of city hall rain gardens
- Compose stormwater inspection letter
- Send letters to owners of permanent stormwater controls
- Review of Moberly Motors detention basin
- Review of Breaktime groundwater discharge

Municipal Good Housekeeping

Annual stormwater inspection of Parks Department

Education and Certifications

Attended Webinar about BMP maintenance

MAEDC Economic Development Report October 17, 2021 – November 13, 2021

Goals from Last Month

- (Complete) Complete fall BRE visits and conversations
- (Complete) Officially roll out the Moberly CID window program
- (Complete) Finalize development agreement on Project Medical
- (Complete) Finalize development agreement with downtown redevelopment project
- (Partial, have not held a meeting but have been in contact) Host follow up meeting with Mid-Missouri prospect that is in due diligence phase of facility they have purchased
- (Incomplete, still awaiting) Receive feedback on feasibility study for Project North
- (Partial, have not had a call but have been in contact and sent updated information to the consultant) Host conference call with hotel feasibility study consultant to update pro forma with latest numbers
- (Complete) Finalize 2022 Industrial Club mailing literature

Business Growth

- Finalized purchase agreement for redevelopment project and agreed upon terms with end user.
- Presented and received a signed copy of incentives offer with a local company. Working on an IFA and development agreement.
- Contacted a local investor with a Franchise Consultant to assist with questions on operating a franchise business.
- Connected Anastasia Tiedemann, SBDC counselor, with multiple area entrepreneurs. Responded to a request for information from Anastasia Tiedemann, SBDC, regarding the availability of revolving loan funds in Randolph County.
- Finalized annual paperwork for Moberly Crossings CID
- Contacted Higbee City Clerk Shelley Steward-Luth regarding the potential for a retail company to build in Higbee.
- Connected a Fayette entrepreneur with Julee Sherman, CMU, for purposes of a real estate discussion.
- Held a phone discussion with David Breid and Kurt Kefgen about recruitment and retention at their facility. Like many employers they want to grow but are struggling with current labor situation.
- Met with local developer about his potential interest in a large scale speculative commercial development. Discussed incentives and possible assistance for the project.

- Continued conversations with Cobblestone Hotels about a potential development. Conducted a site visit at their home office and new concept hotels. Finalized language on development agreement with Counsels. Worked with the feasibility consultant to finalize the updated pro forma.
- Held several conversations on the potential of a transload facility at Moberly Area Industrial Park. Spoke with Bartlett and West, and Norfolk Southern.

Business & Community Partnership

- Continued conversations on the expansion of Silva Lane, met with the landowners.
- Held a conference call with Swift Prepared Foods and Austin Consulting about the next round of Chapter 100 conveyance.
- Did a salary analysis for a local nonprofit that was seeking to make compensation adjustments to some of their key staff members.
- Processed two PPI grants for reimbursement payments. Updated the PPI website by adding revised grant program information for small, large, and window program grants. Processed several Round 8 PPI project applications and made available to the board a grant memorandum and spreadsheet. Provided Brian Crane, Moberly CID Chair, a memorandum outlining a request to revise and expand a PPI project.
- Sought assistance from Randolph County Assessor Kevin Stone regarding obtaining a current Moberly Depot District mailing list. Prepared postcard verbiage for the official announcement and rollout of the PPI window grant program.
- Connected with Theresa Garza, Spire Energy, to obtain confirmation of a potential planned gas outage for Howard County.
- Assisted Titus Chupp, Diamond Building Supply, to find a security camera utility pole.
- Responded to an MRMC request for contact information related to a large local business.
- Made efforts to contact Bucky Pescaglia, MO Pacific Lumber, regarding discussion about an easement into the Howard County Industrial Park.
- Sought out information from the Mid-MO Regional Planning Commission
 (RPC) regarding transportation funds for City of Fayette roads. Shared City of
 Fayette transportation needs for the City of Fayette with Jennifer Bowden,
 Mid-MO RPC. Connected with Grafton Cook, Fayette City Alderman, to obtain
 his description of transportation needs beginning on the south edge of
 Fayette through town and up Church Street.
- Completed BRE visits/conversations with multiple Howard and Randolph County businesses. Including tours of Cardinal Health and Everlast Fitness.
- Researched land values and potential for a Howard County out-county residential single-family home development site.

Regional Engagement

- Finalized agreement with marketing company to create a new website for NMDP.
- Arranged for a tour of MAEDC Region for podcaster that NMDP is bringing to the area.
- Met with Fayette Superintendent Jill Wiseman.
- Michael and Randy met with Lauren Mann, field representative for Congresswoman Vicky Hartzler.
- Michael and Randy met with Joshua Hartsock, PE with Klinger and Associates.

Internal Development and Marketing

- Prepared a new CD for Moberly Holding Company. Drafted resolution authorizing the change in signers.
- Prepared a final draft 2022 Budget
- Ordered holiday greetings on KWIX/KRES
- Met with Charles Branch of NextSite to discuss their service offerings. They
 have a partnership with Ameren that partially subsidizes their services.
 Discussed targeted retail recruitment packages with them for several high
 priority retail sites.
- Conference call and several conversations with Alpha Media about their lead generation platform.
- Worked with Notionfront on Industrial Club mailing

Goals for Next Month

- Mail annual Industrial Club letters
- Plan investor meetings for Cobblestone project
- Close on redevelopment project downtown
- Reengage with downtown hospitality prospect
- Meet with prospect that has purchased an industrial facility in Moberly.
- Meet with involved parties about a redevelopment, parking, and stormwater project in Downtown.
- Attend PGAV briefing in Fayette.
- Mail postcards for official rollout of the PPI Window Grant Program.
- Continue efforts to obtain an easement into the Howard County Industrial Park.