

A G E N D A
WORK SESSION
City of Moberly
August 05, 2019
6:00 PM

Requests, Ordinances, and Miscellaneous

1. A Request from Jeremy Kitchen to hold the annual Cowboys for Christmas on November 9, 2019
2. A request from Moberly Area Chamber of Commerce, Main Street to hang a banner on the Rollins Street overpass from September 3 through September 30, 2019.
3. Applications for Airport Advisory Committee.
4. An application submitted by Jerry Swartz for a zoning change to an R-3/PD (Multifamily Dwelling District/Planned Development District) for the property located at 601 Adams Ave. This property is currently zoned an R-2 (Two-Family Residential District).
5. An application submitted by Robert Thompson for a zoning change to an R-2/PD (Two-Family/Planned Development District) for landscaping materials at the property located at 601 S. Williams. This property is currently zoned an R-2 (Two-Family Residential District).
6. An Ordinance establishing procedure to disclose potential conflicts of interest and substantial interest for certain Municipal Officials.
7. A request from Renick School to hold a 5K event on September 7, 2019
8. Final change order from Donald Downey, Inc. on Rt. M sidewalk project
9. Task Order with McClure Engineering to Provide Assessment of the Sugar Creek Lake Road Slide and Provide Conceptual Solution with Preliminary Estimates for Construction of Road Stabilization and Restoration.
10. Revision to Contract with Poepping, Stone, Bach and Associates for engineering design for Sparks Avenue sewer lift station, force main and associated gravity sewers in the amount of \$12,500.00.
11. Review of the Revised Personnel Manual.
12. Reports for demolished properties
13. Review of a Solar Service Agreement Phase II for additional City facilities.
14. Review of a State Block Grant Agreement that this is to complete the Airport layout plan update with Narrative Report, Aeronautical Survey, and Exhibit "A" update by Lochner. This is a 90/10 federal funding; the grant amount is \$208,350.00. City match funds will be \$23,150 taken out of Transportation Trust.
15. An Ordinance establishing the Tax Levy for the City of Moberly, Missouri for the year 2019.
16. A Resolution Authorizing The City Manager To Execute A Consent And Agreement Between Heritage Hills Golf Course, LLC And Moberly, Missouri Public Building Corporation.
17. Proposals from the Tourism Advisory Commission

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Police
 Date: August 5, 2019

WS #1.

Agenda Item: A Request from Jeremy Kitchen to hold the annual Cowboys for Christmas on November 9, 2019

Summary: If approved, the annual Cowboys for Christmas Parade will be held on November 9, 2019 beginning at 12:00 noon. The event will begin at the Lodge in Rothwell. Two routes have been planned depending on the weather. Route 1 (good weather) travels south on Rothwell Park Road, across the dam to Holman Road at the War Memorials, north on Holman Rd to Concannon, east on Concannon to Johnson St, south on Johnson to Rollins, west on Rollins to College Ave, south on College ave to Fisk, west on Fisk to Rothwell Park Road at the maintenance building, north on Rothwell Park Road back to the lodge. The bad weather route begins and ends the same, but travels south on Holman Road to Reed, east on Reed to Johnson, then south on Johnson to Rollins. Contact person is Jeremy Kitchen, 660-676-0634. Approximately 50 animal units are expected. Volunteers will assist with traffic as needed

Recommended Action: Direct staff to bring to council for approval

Fund Name: EnterTextHere

Account Number: EnterTextHere

Available Budget \$: EnterTextHere

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input checked="" type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ Jeffrey	___	___
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution	Council Member		
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	M___ S___ Brubaker	___	___
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ Kimmons	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ Davis	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Kyser	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice			
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other_____		Passed	Failed

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

APPLICATION FOR PARADE PERMIT
City of Moberly, Missouri

Date: 7/22/19

1. Organization/Agency requesting permit: Cowboys for Christmas
2. Name of Person making Application: Jeremy Kitcher
 Contact Person: Jeremy Kitcher Phone: 880-676-0634
3. Date of Parade: 11/9/19 Start Time: 12 Noon
4. Staging Area: Lodge Rothwell Park
5. Approximate Number of Units Participating in Parade:

A. Bands _____	D. Foot Units _____
B. Motorized Units _____	E. Animal Units <u>50</u>
C. Floats _____	F. Others _____

Total Number of Units: 50
6. Parade Route and ending point: See attached map
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 If so, how many? 4
9. Have read and agree to the rules outlined in the parade permit. Yes No
10. Signature of Applicant: [Signature]
11. Approved: [Signature] Disapproved _____
12. By authority of: [Signature] Date 7/25/19
(Chief of Police)



Map data ©2019

500 ft

— Ride map Good weather
 — Ride map Bad weather

WS #1.

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: City Manager WS #2.
 Date: August 5, 2019

Agenda Item: A request from Moberly Area Chamber of Commerce, Main Street to hang a banner on the Rollins Street overpass from September 3 through September 30, 2019.

Summary: The Chamber of Commerce along with Main Street and Junk Junktion Committee would like to hang a banner on the Rollins Street overpass from September 3 through September 30, 2019. They will provide the necessary insurance listing the City of Moberly as an additional insurer.

Recommended Action: Direct staff to bring to the August 15th Council meeting for final approval .

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ Jeffrey	___	___
<input checked="" type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution	Council Member		
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	M___ S___ Brubaker	___	___
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ Kimmons	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ Davis	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Kyser	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice			
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed



WS #2.

Moberly Area Chamber of Commerce

211 West Reed Street | Moberly, MO 65270

phone 660.263.6070 | fax 660.263.9443

www.MoberlyChamber.com

Mayor Jerry Jeffery
Moberly City Council
101 W. Reed Street
Moberly, MO 65270

July 29, 2019

Dear Mayor Jeffery and City Council Members,

The Moberly Area Chamber of Commerce along with Main Street Moberly and the Junk Junktion planning committee respectfully requests permission to hang a Junk Junktion event banner on the Railroad overpass on Rollins Street beginning on September 3, 2019. We would like the banner to remain hanging until September 30, 2019.

Respectfully,

A handwritten signature in black ink that reads "Megan Schmitt". The signature is written in a cursive style with a large, looped "M" and "S".

Megan Schmitt, Executive Director

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Public Works WS #3.
 Date: August 5, 2019

Agenda Item: Applications for Airport Advisory Committee.

Summary: In July 2019 two (2) terms expired for the Airport Advisory Committee. These are for Greg Wilson and Dennis Snodgrass. Contact has been made with these individuals and neither wish to remain on the committee. We have advertised for applicants and received two (2) from Lori Miller and Wren Johannaber. Applications are attached.

Recommended Action: Direct staff to bring forward to the August 19, 2019 regular City Council meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:	Roll Call	Aye	Nay
<input type="checkbox"/> Memo			
<input type="checkbox"/> Staff Report			
<input checked="" type="checkbox"/> Correspondence			
<input type="checkbox"/> Bid Tabulation			
<input type="checkbox"/> P/C Recommendation			
<input type="checkbox"/> P/C Minutes			
<input type="checkbox"/> Application			
<input type="checkbox"/> Citizen			
<input type="checkbox"/> Consultant Report			
<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Proposed Ordinance	M___ S___ Jeffrey	___	___
<input type="checkbox"/> Proposed Resolution			
<input type="checkbox"/> Attorney's Report	Council Member		
<input type="checkbox"/> Petition	M___ S___ Brubaker	___	___
<input type="checkbox"/> Contract	M___ S___ Kimmons	___	___
<input type="checkbox"/> Budget Amendment	M___ S___ Davis	___	___
<input type="checkbox"/> Legal Notice	M___ S___ Kyser	___	___
<input type="checkbox"/> Other _____		Passed	Failed



Board/Commission Application Form

Individuals serving on boards or commissions play an important role in advising the City Council on matters of interest to our community and its future. For the most part, Board and Commission members must be residents of City of Moberly. When a vacancy occurs, an announcement of that vacancy will be posted. The City Council will review all applications. The appointment will be made at a formal City Council meeting. Appointees serve as unpaid volunteers.

This application is a public document and as such it or the information it contains may be reproduced and distributed. This application will remain active for two years and you will automatically be considered for any vacancy occurring during that time.

Name of Board or Commission: Airport Advisory Committee Date: 7/24/2019
Your Name: Wren Schannaber Street Address: 515 Elm Huotville Mo 65259
Phone number(s): (evening) 573-473-6369 (day) same
Email: wren3024@gmail.com

Do you live within the corporate limits of City of Moberly? Yes (No)
How long have you been a resident of City of Moberly?
Occupation: Aircraft Mechanic Employer: Self

Optional Questions (use back of application if necessary)
What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

Work at airport all the time

What particular contributions do you feel you can make to this board or commission?
Vast Aircraft Knowledge

I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:

- 1. Dennis Snodgrass Phone: 660-651-0541
2. Colin Malaker Phone: 573-424-5074
3. Steve Botkins Phone: 660-676-0235

Signature of Applicant

*Additional Information may be attached to this form.
Return to: City of Moberly, 101 West Reed Street, Moberly, MO 65270

Board/Commission Application Form

Individuals serving on boards or commissions play an important role in advising the City Council on matters of interest to our community and its future. For the most part, Board and Commission members must be residents of City of Moberly. When a vacancy occurs, an announcement of that vacancy will be posted. The City Council will review all applications. The appointment will be made at a formal City Council meeting. Appointees serve as unpaid volunteers.

This application is a public document and as such it or the information it contains may be reproduced and distributed. This application will remain active for two years and you will automatically be considered for any vacancy occurring during that time.

Name of Board or Commission: Airport Advisory Committee Date: 7-25-2019
Your Name: Lori Miller Street Address: #4 Fair Oaks, Moberly, MO 65270
Phone number(s): (evening) 660-998-1386 (day) 660-998-1386
Email: lori@theprecisionline.com

Do you live within the corporate limits of City of Moberly? Yes / No
How long have you been a resident of City of Moberly? Yes; Resident since 1984.
Occupation: Printing Sales and Owner/Partner Employer: Precision Printing dba The Precision Line

Optional Questions (use back of application if necessary)

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

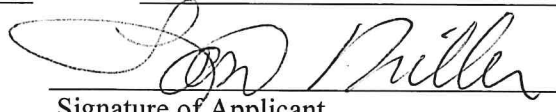
Company owner for 35 years (requiring skills in management, budget and oversight). Partner in aviation companies: Miller Biplanes / Corporate Air Charter. Owned aircraft and leased hangar space at Omar N. Bradley airport for over 20 years with husband, Roy Miller. Have flown to FBO's across the United States and am acquainted with the general aviation services provided to aviators.

What particular contributions do you feel you can make to this board or commission?

Help distinguish priorities for airport budget, maintenance and operation. Counsel with educated recommendations of service necessities and fees for resident and visiting aviators. As an aircraft owner, and resident of a fly-in community I believe my perspective will be of value to the committee.
I am available for meetings June through December.

I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:

1. Colin Malaker Phone: 573-424-5074
2. Bill Stuart Phone: 573-424-5300
3. Joe Knaebel Phone: joe.knaebel@midambuilding.com


Signature of Applicant

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Comm. Dev. WS #4.
 Date: August 5, 2019

Agenda Item: An application submitted by Jerry Swartz for a zoning change to an R-3/PD (Multifamily Dwelling District/Planned Development District) for the property located at 601 Adams Ave. This property is currently zoned an R-2 (Two-Family Residential District).

Summary: The Planning & Zoning Commission recommended approval for the request of a zoning change at the meeting on July 29, 2019 with the condition that the City requirements are met on paving, signage and dumpster screening. Attached is the application submitted by Jerry Swartz, a copy of the staff report and a copy of the re-zoning approval permit.

Recommended Action: Bring forward to the August 19, 2019 regular City Council meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M__ S__ Jeffrey	___	___
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution	Council Member		
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	M__ S__ Brubaker	___	___
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M__ S__ Kimmons	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M__ S__ Davis	___	___
<input checked="" type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M__ S__ Kyser	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice		___	___
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

City of *Moberly!*

Memorandum

To: *Planning and Zoning Commission*

From: *Planning Staff*

Subject: *AGENDA ITEM NO. 1*

Meeting: *July 29, 2019*

Public Hearing to consider:

Public Hearing for an application submitted by Jerry Swartz who is requesting the rezoning of 601 Adams from an R-2 (Two-family Residential District) to an R-3 PD (Multifamily Dwelling District- Planned Development District)

COMMENTS:

The parcel of land has frontage along Adams St. (50') and Johnson St. (100') with a total of 5,000 square feet. The property is bordered on the North, East and South with B2-H District (Historical Central Business District) and to the West with R2 (Two-family Residential District).

The proposed plan is to develop an Air B & B at this location, with 3 short term efficiency units. The structure will receive total renovation and have a common area upstairs. Structure to have a wrap around porch area with parking in rear of unit. Driveways and entrances required hard surface concrete or paving.

Purpose of this district is to provide for elements of flexibility in design, placement, arrangements, bulk and other considerations involved in planned districts; to provide a framework within which structures and uses in the planned district may be interrelated with adjacent development areas; and to maintain the desired overall intensity of land use, desired population densities, and desired use of open space.

The Future land use map of the City comprehensive plan shows this property as two-family residential use.

A re-zoning request, when approved by Planning & Zoning Commission **will require the additional approval of the City Council.**

CITY OF MOBERLY, MISSOURI
REZONING APPLICATION

Return Form to:
Zoning Administrator
City of Moberly
101 West Reed Street
Moberly, MO 65270-1551
(660) 263-4420
(660) 263-9398 (fax)

RECEIVED
JUL 03 PAID
CITY OF MOBERLY

For Office Use Only
Deposit: _____
Date Advertised: _____
Date Notices Sent: _____
Public Hearing Date: _____

APPLICANT INFORMATION:

Applicant: Jerry Swartz Phone: 573-289-2357
Address: PO Box 740 Moberly Mo Zip: 65270
Owner: Same Phone: _____
Address: _____ Zip: _____

PROPERTY INFORMATION:

Street Address or General Location of Property: 601 Adams Moberly Mo 65270
Property is Located In (Legal Description): All of lots 1 and 2, Tannehill's First Addition

Present Zoning R-2 Requested Zoning: R-3 PD Acreage: 50 x 120 Lot

Present Use of Property: VACANT

Character of the Neighborhood: B-2 on 3 Sides, R-2 on other

Applicant desires to take condemned property and gut-rehab to an Air B & B. (Short Term Rental) Property will contain 3 Short Term efficiency units. Off street parking will be furnished at the rear of property. A new wrap-around porch will be included in the plan - All new, HVAC, electric plumbing will be installed. This zoning change should be a compliment to the adjoining Business District.

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Vacant lot	B-2
South	Post office	B-2
East	Doctor office	B-2
West	2 story home	R-2

RELATIONSHIP TO EXISTING ZONING PATTERN:

- Would the proposed change create a small, isolated district unrelated to surrounding districts?
Yes No
If yes, explain: There is no R-3, however due to short-term rental, would not be much different than current R-2
- Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes No
If yes, explain: the addition of one unit.

CONFORMANCE WITH COMPREHENSIVE PLAN:

- Is the proposed change consistent with the goals, objectives and policies set forth in the Comprehensive Plan?
Yes No
- Is the proposed change consistent with the Future Land Use Map?
Yes No

TRAFFIC CONDITIONS:

1. Identify the street(s) with access to the property: Adams / Johnson

2. Identify the classification of those street(s) as Arterial, Collector or Local and each Right-of-Way width:

Street Name	Classification	Right-of-Way Width
<u>Adams</u>		
<u>Johnson</u>		

3. Will turning movements caused by the proposed use create an undue traffic hazard?
Yes No

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

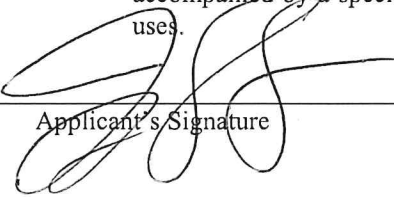
- 1. Appropriately Sized Lots? Yes X No
- 2. Properly Sized Street Right-of-Way? Yes X No
- 3. Drainage Easements? Yes r No
- 4. Utility Easements:
 - Electricity? Yes X No
 - Gas? Yes X No
 - Sewers? Yes X No
 - Water? Yes X No
- 5. Additional Comments: _____

UNIQUE CHARACTERISTICS OF PROPERTY AND ADDITIONAL COMMENTS:

Will Bolster Downtown Business.

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

- 1. One copy of a legal description of the property proposed to be rezoned.
- 2. One copy of a statement describing the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Moberly.
- 3. Certified list of property owners within:
 - A. 185 feet of the property if the proposed PD is located within the city's municipal boundaries;
 - B. 1,000 feet of the property if the proposed PD is adjacent to the city's corporate limits.
- 4. If the proposed zoning requires a special use permit, the rezoning application shall be accompanied by a special use permit application defining the specifically requested use or list of uses.



 Applicant's Signature

6/25/19

 Date

2
F-1
TCA

WS #4.

Recorded In Randolph County, Missouri



Recording Date/Time: 06/18/2019 at 02:58:02 PM

Book: 916 Page: 65

Instr #: 20191615

Pages: 1

Fee: \$24.00 S 20190001768



Mark Price
Recorder of Deeds

TOWN & COUNTRY ABSTRACT

GENERAL WARRANTY DEED

THIS DEED, Made and entered into this 12 day of June, 2019, by and between **Mike Hauge and Bertha Hauge, husband and wife**, party of the first part, of Randolph County, State of Missouri, grantor(s), and **Jerry Swartz, a married person**, party of the second part, of Randolph County, State of Missouri, grantee(s). Grantee's mailing address is PO Box 740, Moberly, MO 65270

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of Ten Dollars and other valuable consideration paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part the following Real Estate, situated in the County of Randolph and State of Missouri, to wit:

All of Lots 1 and 2, Block 1, Tannehill's First Addition to the City of Moberly, Randolph County, Missouri.

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto the said party or parties of the second part forever, the said party or parties of the first part covenanting that said party or parties and their heirs, executors, administrators and assigns of such party or parties shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the calendar year 2019, and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.

Mike Hauge

Bertha Hauge

State of Missouri, County of Randolph, ss.

On this 12 day of June, 2019, before me personally **Mike Hauge and Bertha Hauge, husband and wife**, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

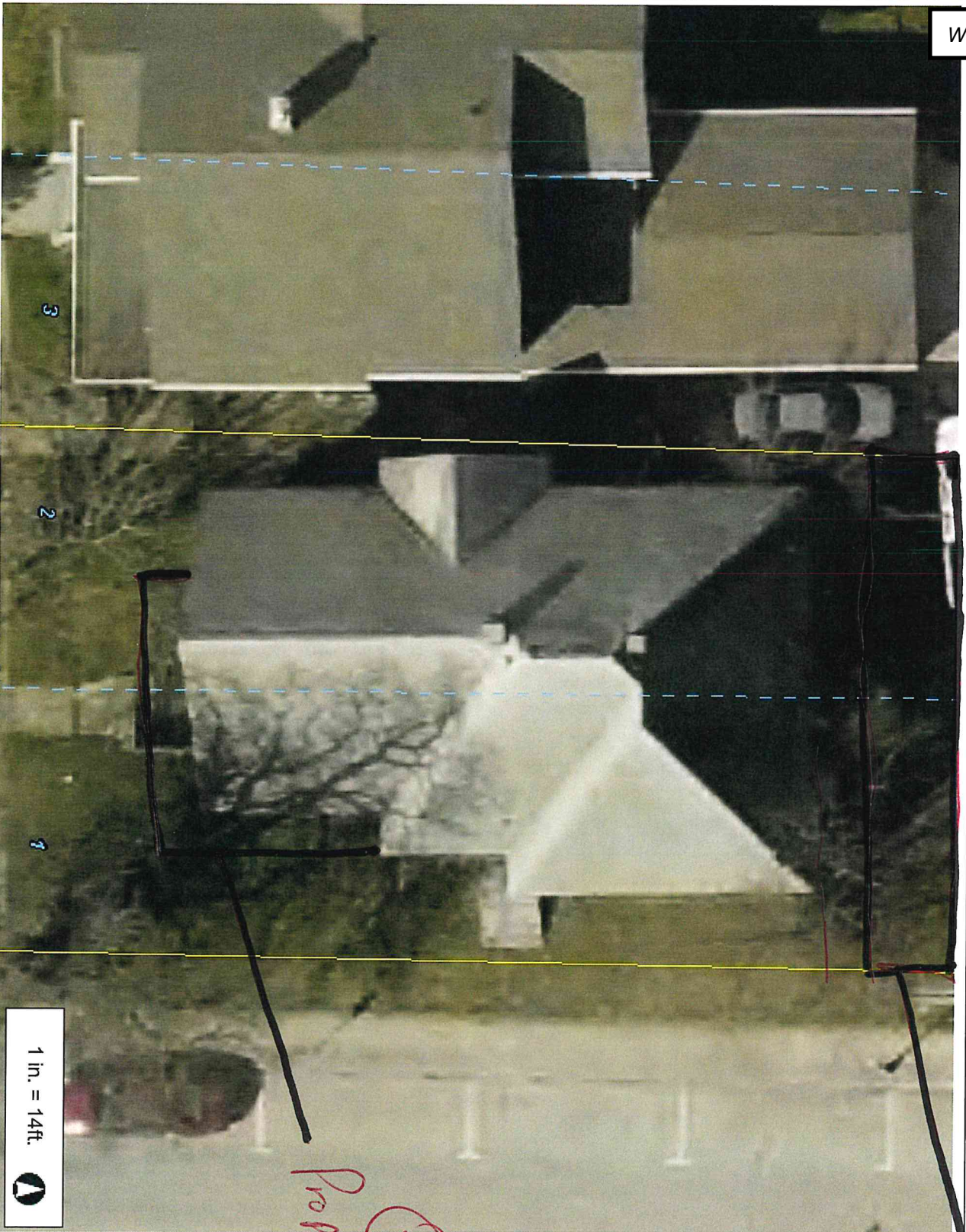
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Moberly, Missouri, the day and year first above written.

My term expires

Notary Public

BRAD GOESSLING
Notary Public - Notary Seal
Randolph County - State of Missouri
Commission Number 13404559
My Commission Expires May 9, 2021

Moberly, MO











1 in. = 14ft.



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.
THIS MAP IS NOT TO BE USED FOR NAVIGATION


*Propose
Cone
off-
Street
Pulley*



- Legend**
-  Roads
 -  Corporate Limit
 -  Parcel
 -  Original Lot
 -  Stream
 -  Lots
 -  South Ridge Lot Line

Notes

Proposed Parcel



CITY OF MOBERLY, MISSOURI
RE-ZONING PERMIT
REASONS FOR DETERMINATION

Submit Questions To:
Zoning Administrator
City of Moberly
101 West Reed Street
Moberly, MO 65270-1551
(660) 263-4420
(660) 263-9398 (fax)

For Office Use Only:
Date of Action: July 29, 2019
Action: APPROVAL

ON JULY 29, 20 19, THE CITY OF MOBERLY PLANNING AND ZONING COMMISSION AT ITS REGULAR MEETING, RECOMMENDED APPROVAL (ACTION: APPROVAL, CONDITIONAL APPROVAL, DENIAL) OF A RE-ZONING REQUEST FROM A(N) R-2 TO A (N) R-3/PD (ZONE) TO BE LOCATED AT 601 ADAMS AVENUE, MOBERLY, MISSOURI. (ADDRESS OR LOCATION).

THE CITY COUNCIL WILL CONSIDER THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AT THE AUGUST 5, 20 19 MEETING OF THE MOBERLY CITY COUNCIL.

IN RECOMMENDING APPROVAL (ACTION) OF THIS RE-ZONING REQUEST, THE PLANNING AND ZONING COMMISSION CONSIDERED ALL STANDARDS LISTED IN THE ZONING REGULATION, AND ALL OTHER CONDITIONS LISTED FOR THAT USE IN OTHER SECTIONS OF THESE REGULATIONS. IN ADDITION, THE PLANNING AND ZONING COMMISSION FOUND THAT THE PROPOSED USE DID (DID/DID NOT) PROVIDE SAFEGUARDS TO ASSURE ITS COMPATIBILITY WITH THE SURROUNDING AREA.

CONDITIONS (IF ANY):



CHAIRPERSON CONNIE ASBURY



ZONING ADMINISTRATOR

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Comm. Dev. WS #5.
 Date: August 5, 2019

Agenda Item: An application submitted by Robert Thompson for a zoning change to an R-2/PD (Two-Family/Planned Development District) for landscaping materials at the property located at 601 S. Williams. This property is currently zoned an R-2 (Two-Family Residential District).

Summary: The Planning & Zoning Commission recommended approval for the request of a zoning change at the meeting on July 29, 2019. Attached is the application submitted by Robert Thompson, a copy of the staff report and a copy of the re-zoning permit.

Recommended Action: Bring forward to the August 19, 2019 regular City Council meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:	Roll Call	Aye	Nay
<input type="checkbox"/> Memo			
<input type="checkbox"/> Staff Report			
<input type="checkbox"/> Correspondence			
<input type="checkbox"/> Bid Tabulation			
<input type="checkbox"/> P/C Recommendation			
<input type="checkbox"/> P/C Minutes			
<input checked="" type="checkbox"/> Application			
<input type="checkbox"/> Citizen			
<input type="checkbox"/> Consultant Report			
<input type="checkbox"/> Council Minutes			
<input type="checkbox"/> Proposed Ordinance			
<input type="checkbox"/> Proposed Resolution			
<input type="checkbox"/> Attorney's Report			
<input type="checkbox"/> Petition			
<input type="checkbox"/> Contract			
<input type="checkbox"/> Budget Amendment			
<input type="checkbox"/> Legal Notice			
<input type="checkbox"/> Other _____			
	Mayor		
	M___ S___ Jeffrey	___	___
	Council Member		
	M___ S___ Brubaker	___	___
	M___ S___ Kimmons	___	___
	M___ S___ Davis	___	___
	M___ S___ Kyser	___	___
		Passed	Failed

City of *Moberly!*

Memorandum

To: Planning and Zoning Commission

From: Planning Staff

Subject: AGENDA ITEM NO. 2

Meeting: July 29, 2019

Public Hearing to consider:

Public Hearing for an application submitted by Robert Thompson who is requesting the rezoning of 601 S. Williams from an R-2 (Two-family Residential District) to an R-2 PD (Two Family Residential- Planned Development District)

COMMENTS:

The parcel of land has frontage along S. Williams St. (95') and W. Carpenter St. (125') with a total of 11,875 square feet. The property was purchased in May of 2017 by its current owner to be used as a private storage building for the adjoining property at 613 S. Williams St. The building was previously a nonconforming use in the two-family residential district and has had a mixture of business use over time. The property abuts R-2 residential properties on all sides.

The proposed plan is to develop a Lawncare and Landscaping Business at this location, with 2 outside storage bins for mulch and dirt. All equipment is to be stored inside the existing building. Lighting will consist of motion activated wall lamps. Sign will have to meet existing regulations for residential areas. Required parking is one parking space per 200 feet of retail space based on the designed capacity of the main building. Driveways and entrances required hard surface concrete or paving.

Purpose of this district is to provide for elements of flexibility in design, placement, arrangements, bulk and other considerations involved in planned districts; to provide a framework within which structures and uses in the planned district may be interrelated with adjacent development areas; and to maintain the desired overall intensity of land use, desired population densities, and desired use of open space.

The Future land use map of the City comprehensive plan shows this property as two-family residential use.

A re-zoning request, when approved by Planning & Zoning Commission **will require the additional approval of the City Council.**

CITY OF MOBERLY, MISSOURI
SITE PLAN REVIEW

Return Form To:
Zoning Administrator
City of Moberly
101 West Reed Street
Moberly, MO 65270-1551
(660) 263-4420
(660) 263-9398 (fax)

For Office Use Only

Filing Fee: _____
Deposit: _____
Dated Filed: _____

APPLICANT INFORMATION:

Applicant: Robert Thompson Phone: 573-982-9375
Address: 20753 N. Ponderosa Rd Clark MO. Zip: 65243
Owner: SAME Phone: _____
Address: SAME Zip: _____

PROPERTY INFORMATION:

Address of Property: 601 S. Williams

Legal Description: _____

Present Zoning Classification: Residential Acreage: LOT

Present Use of Property: STORAGE

Proposed Use of Property: TO SELL Bulk Mulch / DIET AND
LANDSCAPING MATERIALS

ADJACENT ZONING AND LAND USE:

	<u>Land Use</u>	<u>Zoning</u>
North	_____	_____
South	_____	_____
East	_____	_____
West	_____	_____

Does the proposed site plan meet the following criteria? If yes, attach a separate sheet explaining why (To be completed by the applicant).		Yes	No
1.	Does the proposal conform with the provisions of the City's Zoning regulations?		
2.	Will the development be compatible with the surrounding area?		
3.	Does the proposal conform with the provisions of the City's Subdivision Regulations?		
4.	Does the proposal conform to the goals, objectives and policies of the Comprehensive Plan?		
5.	Does the proposal conform with the customary engineering standards used in the City?		
6.	Are the streets, paths, walkways, and driveways located such that they enhance safety and minimize any adverse traffic impact on the surrounding area?		
7.	Have the proposed buildings, structures, walkways, roads, driveways, open space (if any), and parking lots been located to preserve existing off-site views and create desirable on-site views, conserve natural resources and amenities including prime agricultural land, minimize any adverse flood impact, ensure that proposed structures are located on suitable soils, minimize any adverse environmental impact, and minimize any present or future cost to the City and private providers of utilities in order to adequately provide public utility services to the site.		

ATTACHMENTS REQUIRED:

- A. Site Plan Review Checklist
- B. 10 copies of site plan



 Applicant's Signature

7-1-19

 Date

CITY OF MOBERLY, MISSOURI
SITE PLAN CHECKLIST

Return Form To:
Zoning Administrator
City of Moberly
101 West Reed Street
Moberly, MO 65270-1551
(660) 263-4420
(660) 263-9398 (fax)

For Office Use Only:
Date Filed: _____
Date of Meeting: _____
Filing Fee: _____
Deposit: _____

-
1. Name of Project: Lawn care & Landscaping Business
 2. Location of Project: 601 S Williams St.
 3. Name of Owner: Robert Thompson
 4. Name of Person who Prepared the Site Plan: owner
 5. Instructions:

The following checklist is to be completed by the Zoning Administrator. The Site Plan shall include the following data, details and supporting information, which are found to be relevant to the proposal. All site plans shall be prepared by an architect or landscape architect registered in the State of Missouri, or by a professional engineer licensed in the State of Missouri. The number of pages submitted will depend on the proposal's size and complexity.

A. Site Plan Content Requirements: Does the Site Plan comply with or show the following?		<u>Yes</u>	<u>No</u>
1.	<u>Name and address of the owner of record</u> developer, and seal of the engineer, architect or landscape architect.	<u>X</u>	_____
2.	Name and address of all owners of record of abutting parcels.	<u>X</u>	_____
3.	All existing lot lines, easements, and rights-of-way. Include area in acres or square feet, abutting land uses and structures.	_____	<u>X</u>
4.	The location and use of all existing and proposed buildings and structures within the development, including all dimensions of height and floor area, show all exterior entrances and all anticipated future additions and alterations, and typical elevations and building materials.	<u>X</u>	_____

	<u>Yes</u>	<u>No</u>
5. The location of all present and proposed public and private ways, driveways, sidewalks, ramps, curbs and fences. Location type and screening details for all waste disposal containers shall also be shown.	<u>X</u>	<u> </u>
6. The location of required parking areas including parking stalls, setbacks and loading and service areas.	<u>X</u>	<u> </u>
7. The location, height, intensity, and bulb type (e.g., fluorescent, sodium incandescent) of all external lighting fixtures. The direction of illumination and methods to eliminate glare onto adjoining properties.	<u> </u>	<u>X</u>
8. The location, height, size, materials, and design of all proposed signage.	<u> </u>	<u>X</u>
9. A landscape plan showing all existing open space, trees forest cover and water sources, and all proposed changes to these features including the size and type of plant material. Water sources will include ponds, lakes, brooks, streams, wetlands, flood plains, and drainage retention areas.	<u>X</u>	<u> </u>
10. The location of all existing and proposed utility systems including:		
a. Sewer lines and manholes;	<u> </u>	<u>X</u>
b. Water lines and fire hydrants;	<u> </u>	<u>X</u>
c. Telephone, cable and electrical systems; and	<u> </u>	<u>X</u>
d. Storm drainage system including existing and proposed drain lines, culverts, catch basins, head walls, end walls, hydrants, manholes, and drainage swells.	<u> </u>	<u>X</u>
11. Plans to prevent the pollution of surface or groundwater, the erosion of soil both during and after construction, excessive run-off, excessive raising or lowering of the water table, and flooding of other properties, as applicable.	<u> </u>	<u>X</u>
12. Existing and proposed topography shown at not more than two-foot contour intervals. All elevation shall refer to United States Geodetic Survey (U.S.G.S.) datum. No building shall be located in the 100-year flood plain.	<u> </u>	<u>X</u>

- | | <u>Yes</u> | <u>No</u> |
|---|------------|-----------------|
| 13. Existing and proposed zoning district boundaries adjacent to the site's perimeter shall be drawn and identified on the plan. | _____ | _____ <u>10</u> |
| 14. Traffic flow patterns within the site, entrances and exits, loading and unloading areas, curb cuts on the site and within 100 feet of the site. | <u>NA</u> | _____ |
| 15. A detailed traffic study for mixed use and multi-tenant developments, or for developments in heavy traffic areas, if required by the Zoning Administrator, to include: | | |
| a. The projected number of motor vehicle trips to enter or exit the site, estimated for daily and peak hour traffic level. | <u>NA</u> | _____ |
| b. The projected traffic flow pattern including vehicular movements at all major intersections likely to be affected by the proposed use of the site; and | <u>NA</u> | _____ |
| c. The impact of this traffic upon existing abutting public and private ways in relation to existing road capacities. Existing and proposed daily and peak hour traffic levels, as well as road capacity levels, shall also be given. | <u>NA</u> | _____ |

B. Design Standards: NA

- | | | |
|--|-------|-------|
| 1. Does the building rooftop have at least two of the following features: Parapets concealing flat roofs and roof top equipment; overhanging eaves; sloped roofs; and three or more roof slope planes? | _____ | _____ |
| 2. Are roof mounted equipment, including ventilators and satellite dishes, screened from view (100 percent opacity) or isolated so as to not be visible from ground level of any adjacent public thorough-fare or residentially-zoned area, up to a maximum of 300 feet away and is the appearance of the roof screens coordinated with the building to maintain a unified appearance? | _____ | _____ |
| 3. Are all electrical and mechanical equipment located adjacent to the building and visible from any adjacent public thoroughfare or residentially-zoned area screened from view (100 percent opacity), up to a maximum of 300 feet away and are such screens and enclosures treated as integral elements of the buildings appearance? | _____ | _____ |

	<u>Yes</u>	<u>No</u>
4. Except for meters, electric and telephone service pedestals, transformers, three-phase feeder lines, subtransmission and transmission lines (34.5kv and above), electrical substations and such other facilities as the utility may deem necessary to install utilizing "overhead" type construction, are all telephone and cable television lines, electrical services and distribution lines placed underground?	_____	_____
5. Are all gas meters in any front yards, located within three feet of the building foundation?	_____	_____
6. Is the form and proportion of buildings consistent or compatible with the scale, form and proportion of existing development in the immediate area?	_____	_____
7. Pedestrian access shall be an integral part of the overall design of each multifamily, commercial, and industrial development.		
a. Does the pedestrian access provide safe and convenient access to and from off-street parking areas?	_____	_____
b. Does the pedestrian access connect with abutting properties and developments so as to create an alternative means of transportation for residents of the city?	_____	_____
c. Are sidewalks at least 5 feet in width provided along all sides of a lot abutting a dedicated public or private street?	_____	_____
d. Is there a continuous internal pedestrian sidewalk provided from the perimeter public sidewalk to the principal customer entrance(s)?	_____	_____
e. Does the internal sidewalk feature landscaping, benches, and other such materials and facilities for no less than 50 percent of its length?	_____	_____
f. Are sidewalks provided along the full length of the building along any facade featuring a customer entrance and along any facade abutting a public parking areas?	_____	_____

	<u>Yes</u>	<u>No</u>
g. Are sidewalks located at least five feet away from the building facade to provide planting areas for landscaping along the foundation of the building?	_____	_____
h. Are internal pedestrian sidewalks distinguished from driving surfaces through the use of special pavers, bricks, or scored concrete to enhance pedestrian safety and the attractiveness of the sidewalks?	_____	_____
8. Architectural design should create visual interest through the use of different textures, complementary colors, shadow lines and contrasting shapes.		
a. Will the buildings have a variation of detail, form, and siting to provide visual interest?	_____	_____
b. Are loading docks, trash enclosures, outdoor storage and similar facilities and functions incorporated into the over-all design of the building and the landscaping so that the visual and acoustic impacts of these functions are reduced to as great an extent as possible and are out of view from adjacent properties and public streets?	_____	_____
c. Do building facades 100 feet or greater in length incorporate recesses and projections along at least 20 percent of the length of the building facade?	_____	_____
d. Do windows, awnings, and arcades total at least 60 percent of the facade length abutting any public street?	_____	_____
e. Does any building facade 100 feet or greater in length abutting a residential district, have an earth berm of at least six feet in height installed between the building facade and the abutting residential district and is the earth berm landscaped with evergreen trees at intervals of at least 20 feet on center, or in clusters?	_____	_____
9. Minimum Exterior Building Material Standards: Does a minimum of 50% of each exterior wall consist of one or more of the following materials?:		
a. Masonry: Masonry construction, which includes solid cavity faced or veneered-wall construction, or similar materials.	_____	_____
b. Glass Walls: Glass walls shall include glass curtain walls or glass block construction.	_____	_____

	<u>Yes</u>	<u>No</u>
c. Wood other than exposed plywood paneling.	_____	_____
d. Concrete finish or pre-cast concrete panel (tilt wall) that has exposed aggregate, hammered, sandblasted or covered with a cement-based acrylic coating.	_____	_____
e. Metal panels with a depth of one inch or more; or a thickness of U.S. Standard 26 gauge or more.	_____	_____

CITY OF MOBERLY, MISSOURI
REZONING APPLICATION

Return Form to:
Zoning Administrator
City of Moberly
101 West Reed Street
Moberly, MO 65270-1551
(660) 263-4420
(660) 263-9398 (fax)

For Office Use Only
Deposit: _____
Date Advertised: _____
Date Notices Sent: _____
Public Hearing Date: _____

APPLICANT INFORMATION:

Applicant: Robert Thompson Phone: 573 982-9375
Address: 20753 N. Ponderosa Rd. Clark, MO Zip: 65
Owner: same Phone: _____
Address: same Zip: _____

PROPERTY INFORMATION:

Street Address or General Location of Property: 601 S. Williams
Property is Located In (Legal Description):
CHRISTIAN'S SUB OF HUNT & GODFREYS ADD TO MOBERLY, LOTS 15 & 16, BLOCK 10

Present Zoning: R-2 Requested Zoning: R-2/PD Acreage: .26

Present Use of Property: PRIVATE GARAGE

Character of the Neighborhood: RESIDENTIAL

SURROUNDING LAND USE AND ZONING:

	<u>Land Use</u>	<u>Zoning</u>
North	<u>RESIDENTIAL</u>	<u>R-2</u>
South	<u>RESIDENTIAL</u>	<u>R-2</u>
East	<u>RESIDENTIAL</u>	<u>R-2</u>
West	<u>RESIDENTIAL</u>	<u>R-2</u>

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would the proposed change create a small, isolated district unrelated to surrounding districts?
 Yes _____ No

If yes, explain: _____

2. Are there substantial reasons why the property cannot be used in accordance with existing zoning?
 Yes No _____

If yes, explain: EXISTING NONCONFORMING STRUCTURE

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Is the proposed change consistent with the goals, objectives and policies set forth in the Comprehensive Plan?
 Yes No _____

2. Is the proposed change consistent with the Future Land Use Map?
 Yes No _____

TRAFFIC CONDITIONS:

1. Identify the street(s) with access to the property: S. WILLIAMS AND W. CARPENTER

2. Identify the classification of those street(s) as Arterial, Collector or Local and each Right-of-Way width:

<u>Street Name</u>	<u>Classification</u>	<u>Right-of-Way Width</u>
<u>S. WILLIAMS</u>	<u>COLLECTOR</u>	<u>80'</u>
<u>W. CARPENTER</u>	<u>LOCAL</u>	<u>60'</u>

3. Will turning movements caused by the proposed use create an undue traffic hazard?
 Yes _____ No

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

- 1. Appropriately Sized Lots? Yes _____ No
- 2. Properly Sized Street Right-of-Way? Yes _____ No
- 3. Drainage Easements? Yes _____ No
- 4. Utility Easements:
 - Electricity? Yes _____ No
 - Gas? Yes _____ No
 - Sewers? Yes _____ No
 - Water? Yes _____ No

5. Additional Comments: _____

UNIQUE CHARACTERISTICS OF PROPERTY AND ADDITIONAL COMMENTS:

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

- 1. One copy of a legal description of the property proposed to be rezoned.
- 2. One copy of a statement describing the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Moberly.
- 3. Certified list of property owners within:
 - A. 185 feet of the property if the proposed PD is located within the city's municipal boundaries;
 - B. 1,000 feet of the property if the proposed PD is adjacent to the city's corporate limits.
- 4. If the proposed zoning requires a special use permit, the rezoning application shall be accompanied by a special use permit application defining the specifically requested use or list of uses.

Applicant's Signature

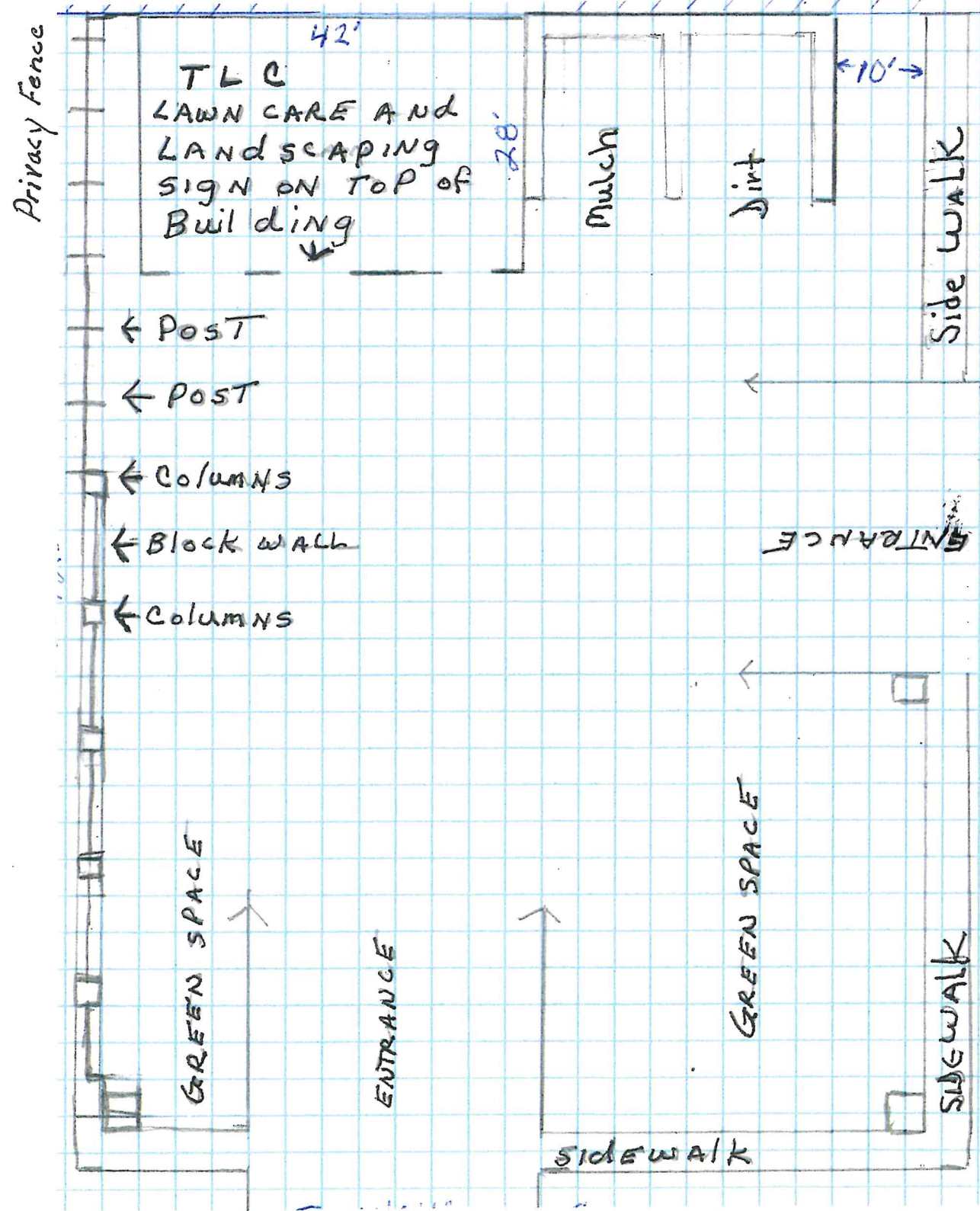
Date

WS #5.

<i>Basement</i>	<i>()</i>	<i>Attic</i>	
<i>Bedrooms</i>	<i>0</i>	<i>Living Area Above Grade</i>	
<i>Full Bath</i>	<i>0</i>	<i>Basement Finished Living Area</i>	
<i>3/4 Bath</i>	<i>0</i>		
<i>Half Bath</i>	<i>0</i>	<i>Total Square Feet</i>	<i>0</i>
<i>Number of stories</i>			



10' ALLEY



David Jacoby R-2

W. CARPENTER ST.



601 S. WILLIAMS ST.

CITY OF MOBERLY, MISSOURI
RE-ZONING PERMIT
REASONS FOR DETERMINATION

Submit Questions To:
Zoning Administrator
City of Moberly
101 West Reed Street
Moberly, MO 65270-1551
(660) 263-4420
(660) 263-9398 (fax)

For Office Use Only:
Date of Action: July 29, 2019
Action: APPROVAL

ON JULY 29, 20 19, THE CITY OF MOBERLY PLANNING AND ZONING COMMISSION AT ITS REGULAR MEETING, RECOMMENDED APPROVAL (ACTION: APPROVAL, CONDITIONAL APPROVAL, DENIAL) OF A RE-ZONING REQUEST FROM A(N) R-2 TO A (N) R-2/PD (ZONE) TO BE LOCATED AT 601 S WILLIAMS STREET, MOBERLY, MISSOURI (ADDRESS OR LOCATION).

THE CITY COUNCIL WILL CONSIDER THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AT THE AUGUST 5, 20 19 MEETING OF THE MOBERLY CITY COUNCIL.

IN RECOMMENDING APPROVAL (ACTION) OF THIS RE-ZONING REQUEST, THE PLANNING AND ZONING COMMISSION CONSIDERED ALL STANDARDS LISTED IN THE ZONING REGULATION, AND ALL OTHER CONDITIONS LISTED FOR THAT USE IN OTHER SECTIONS OF THESE REGULATIONS. IN ADDITION, THE PLANNING AND ZONING COMMISSION FOUND THAT THE PROPOSED USE DID (DID/DID NOT) PROVIDE SAFEGUARDS TO ASSURE ITS COMPATIBILITY WITH THE SURROUNDING AREA.

CONDITIONS (IF ANY): That City requirements are meet on the paving. signage and dumpster screening.


CHAIRPERSON CONNIE ASBURY


ZONING ADMINISTRATOR

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: City Clerk WS #6.
 Date: August 5, 2019

Agenda Item: An Ordinance establishing procedure to disclose potential conflicts of interest and substantial interest for certain Municipal Officials.

Summary: This is an Ordinance that is re-adopted every two (2) years and is mandated by the State of Missouri. It establishes procedure for publicly declaring any potential conflicts of interest and conversely declaring the lack of conflicts-of-interest.

Recommended Action: Please approve this Ordinance at the next Council meeting.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:		Role Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ Jeffrey	___	___
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution	Council Member		
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	M___ S___ Brubaker	___	___
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ Kimmons	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ Davis	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Kyser	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice		___	___
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MOBERLY, MISSOURI TO ESTABLISH A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN MUNICIPAL OFFICIALS.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBERLY, AS FOLLOWS, TO WIT:

SECTION ONE: Declaration of Policy. The proper operation of municipal government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of this government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the City.

SECTION TWO: Conflicts of Interest. The Mayor or any member of the City Council, who has a substantial personal or private interest, as defined by State law, in any bill shall disclose on the records of the City Council the nature of his interest and shall disqualify himself from voting on any matters relating to this interest.

SECTION THREE: Disclosure Reports. Each elected official, the City Manager, the Chief Purchasing Officer and the General Counsel (if employed full-time), City Clerk and City Finance Director shall disclose the following information by May 1st if any such transactions were engaged in during the previous calendar year.

- a. For such person, and all persons within the first degree of consanguinity or

affinity of such person, the date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision; and

- b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.
- c. The City Manager and Chief Purchasing Officer also shall disclose by May 1 for the previous calendar year the following information:
 - 1. The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by the statement;
 - 2. The name and address of each sole proprietorship that he owned; the name, address and the general nature of the business conducted for each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or co-participant for each partnership or joint venture unless such names and addresses are filed by

the partnership or joint venture with the Secretary of State; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed as a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests;

3. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

SECTION FOUR: Filing of Reports. The reports shall be filed with the City Clerk and the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

SECTION FIVE: When Filed. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year:

- a. Each person appointed to office shall file the statement within the thirty days of such appointment or employment.
- b. Every other person required to file a financial interest statement shall file the statement annually not later than May1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the City Council may supplement the financial interest statement to report additional interest acquired after December 31 of the covered year until the date of

filing of the financial interest statement.

SECTION SIX: Filing of Ordinance. The City Clerk is hereby ordered to send a certified copy of this Ordinance to the Missouri Ethics Commission within ten days of its adoption.

SECTION SEVEN: Effective Date. This Ordinance shall take effect and be in force from and after its passage and adoption by the Council 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 ADOPTED by the Council of the City of Moberly, Missouri on this _____ day of _____, 2019.

Presiding Officer at Meeting

ATTEST:

D. K. Galloway
City Clerk

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Parks and Re _____
 Date: August 5, 2019

WS #7.

Agenda Item: Renick School 5K Request

Summary: Renick School's is requesting to host a 5K on September 7th. The race will begin at 9:30 and the event itself will end around 11:30 a.m. The school will be providing people to assist with the race.

Recommended Action: Approve 5K Request

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ Jeffrey	___	___
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution			
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	Council Member		
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ Brubaker	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ Kimmons	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Davis	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M___ S___ Kyser	___	___
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

City of **Moberly!**

Police Department
Troy Link
Chief of Police
223rd Session FBI Academy

300 N Clark Street
Moberly, MO 65270
Phone: 660-263-0346
Fax: 660-263-8540

Walk/Run Application Permit

Application Date: July 11, 2019
(Note: Application Date must be received by staff sixty (60) days prior to the event)

Requested Date of event: Sept. 7, 2019

Purpose of event: 5th grade Fundraiser

Name of event director: Lisa Borden & Karen Williams

Contact phone, & Address of director: 660-263-4886 Renick School

Approximate number of participants: 50 101 Middle St
Renick, MO

Route requested, Begin & End Time: Setup at 9:00. Event
will begin at 9:30 until 11:30

(Please include a map diagram showing start to finish)

Will the route/streets be marked? Yes: _____ No:

Will the organization furnish personnel to assist with the event?

Yes: No: _____ If yes, how many? _____

Signature of applicant: Lisa Borden

Approved: _____ Declined: _____

Authorizing Official: _____ Date: _____

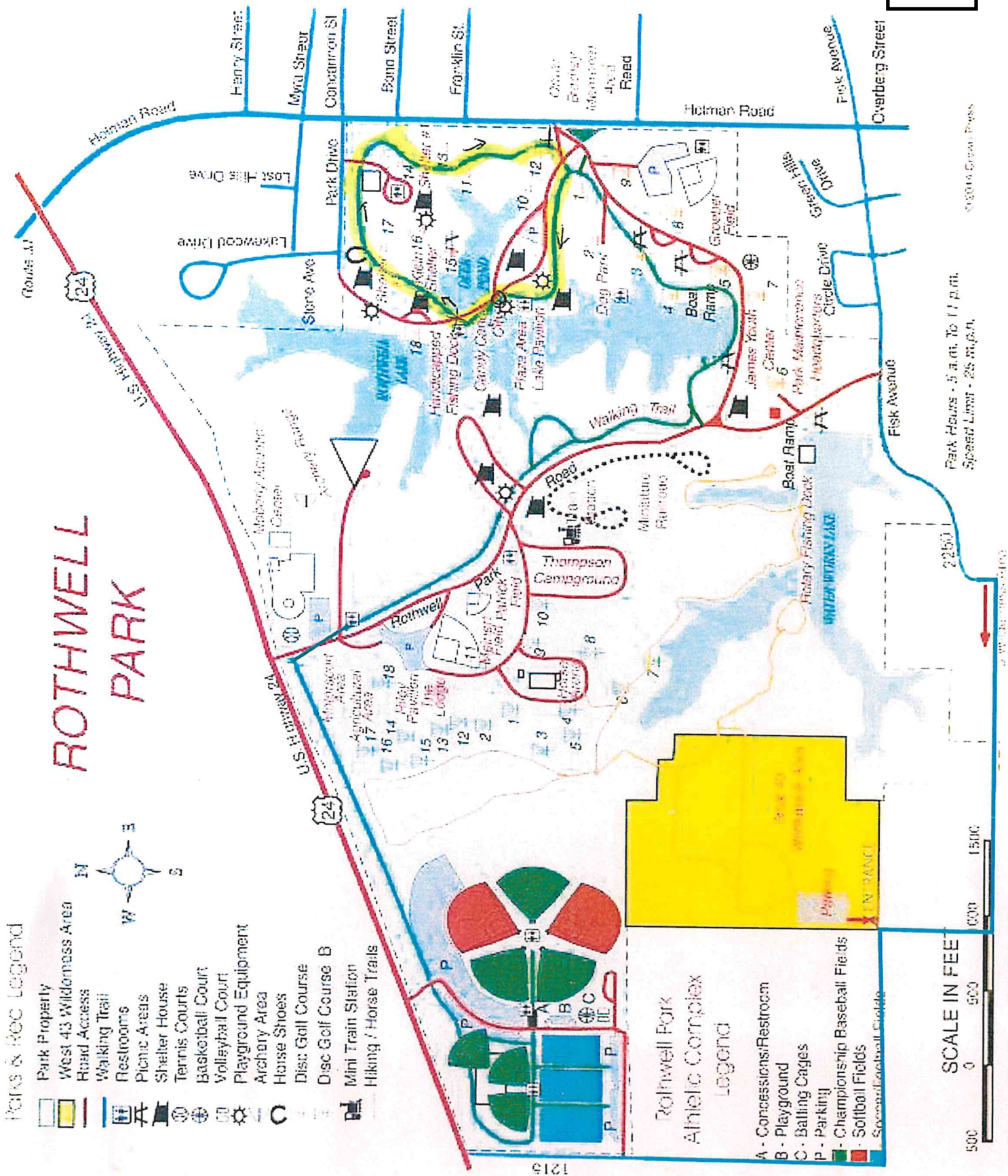
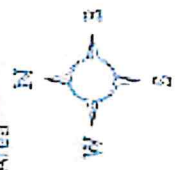
Emergency services assistance to monitor traffic may be provided for a period of time up to one (1) hour after the race begins.

❖ No permanent paint may be used on roads or trails. Only spray chalk or temporary paint with a life of not more than 30 days may be used.

ROTHWELL PARK

Parks & Rec Legend

- Park Property
- West 43 Wilderness Area
- Road Access
- Walking Trail
- Restrooms
- Picnic Areas
- Shelter House
- Tennis Courts
- Basketball Court
- Volleyball Court
- Playground Equipment
- Archery Area
- Horse Shoes
- Disc Golf Course
- Disc Golf Course B
- Mini Train Station
- Hiking / Horse Trails



Rothwell Park Athletic Complex Legend

- A - Concessions/Restroom
- B - Playground
- C - Balling Cages
- P - Parking
- Championship Baseball Fields
- Softball Fields



Park Hours - 5 a.m. to 11 p.m.
Speed Limit - 25 m.p.h.

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Public Works
 Date: August 5, 2019

WS #8.

Agenda Item: Final change order from Donald Downey, Inc. on Rt. M sidewalk project

Summary: Attached is a final change order for phase 1 which modifies the project quantities to match the final construction quantities. No cost change, it's just a final paperwork exercise.

Recommended Action: Direct staff to bring forward to the August 19, 2019 regular City Council meeting for final approval.

Fund Name: Transportation Trust/Rt. M Trail Project

Account Number: 600.168.5410

Available Budget \$: 6,000.00

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ Jeffrey	___	___
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution	Council Member		
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	M___ S___ Brubaker	___	___
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ Kimmons	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ Davis	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Kyser	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice		___	___
<input type="checkbox"/> Consultant Report	<input checked="" type="checkbox"/> Other <u>Change Order</u>		Passed	Failed

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Public Utilities
 Date: August 5, 2019

WS #9.

Agenda Item: Task Order with McClure Engineering to Provide Assessment of the Sugar Creek Lake Road Slide and Provide Conceptual Solution with Preliminary Estimates for Construction of Road Stabilization and Restoration.

Summary: The gravel road that loops around to the dam at Sugar Creek Lake and then back up the hill to the main gravel road experienced a slide on May 13. The road initially dropped about 4' and has continued to slide. The road has now dropped 9'4". The purpose of this scope of work is to assess the subsurface condition to determine the cause of the slide and then to evaluate options to stop the slide so that the hillside does not topple into the Lake just upstream of our drinking water intake.

Recommended Action: Direct staff to draft a resolution for acceptance and move the task order to the next meeting for approval.

Fund Name: Capital Improvement Sales Tax Fund

Account Number: 304.000.5408

Available Budget \$: 0

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ Jeffrey	___	___
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution			
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	Council Member		
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ Brubaker	___	___
<input type="checkbox"/> P/C Minutes	<input checked="" type="checkbox"/> Contract	M___ S___ Kimmons	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Davis	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M___ S___ Kyser	___	___
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

Task Order – Sugar Creek Lake Road Slide

July 15, 2019

City of Moberly, Missouri
Attn: Brian Crane, City Manager
101 West Reed Street
Moberly, MO 65270
(660) 263-4420
bcrane@cityofmoberly.com

Re: Sugar Creek Lake Road

Dear Mr. Crane,

I am pleased to submit to you a proposal for the assessment of the Sugar Creek Lake Road slide. The location of the slide is shown on the attached aerial (Exhibit C). This agreement is a task order under the On-Call Agreement between McClure, hereinafter referred to as “the Engineer”, and City of Moberly, Missouri, hereinafter referred to as “the Client”, to provide the following services:

1. Field Visit to visually inspect the slide area, surrounding area, and gather info from City of Moberly.
2. Provide initial assessment and recommendations for next steps.
3. Evaluate Geotechnical Engineer’s proposals and recommend a proposal for use.
4. Geotechnical investigation performed as a subcontract.
5. Evaluation of the Geotechnical report provided by the subcontractor.
6. Perform a topographic and utility survey of approximately 300’x150’ including downloading points and generating a base drawing in AutoCAD.
7. Based on Geotechnical Investigation and topographic survey, provide 2 conceptual solutions with preliminary construction estimates to aid the client in planning for final design approach.

Engineers fees to complete services will be a lump sum amount and will not exceed \$8,000 including expenses.

Geotechnical Subconsultant fee to be discussed upon Engineers review of proposals - total Task Order amount will be adjusted upon chosen Geotechnical Subconsultant.

The following services have not been included:

- A. Complete design of a solution for bidding purposes
- B. Design of utility extensions, streets, or any other improvements
- C. AutoCAD drawings of conceptual solutions.

Any additional services beyond the scope of services outlined above will be billed separately based upon current Hourly Rate Schedule (see Exhibit 'A'). Any such work shall be approved by the Client in writing to execution. This letter agreement is subject to the attached Standard Terms and Conditions (see Exhibit 'B').

WS #9.

If approved, please print and sign this letter agreement where noted, return a copy to my attention via email and keep the other copy for your records. If you have any questions, please do not hesitate to contact me at (660) 385-6441. Thank you for considering McClure for your professional land surveying needs.

McClure

City of Moberly, Missouri

By:  7/15/19
Aaron McVicker, P.E. Date:

By: _____
Brian Crane Date:

- Enclosures: Exhibit A - Standard Hourly Rate Schedule
Exhibit B - Standard Terms and Conditions
Exhibit C - Aerial

McCLURE

HOURLY RATE SCHEDULE

(Effective through June 30, 2019)

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Administrative.....	\$70.00
Client Liaison	\$180.00
Engineer I	\$110.00
Engineer II.....	\$140.00
Engineer III.....	\$170.00
Engineer IV	\$210.00
Project Manager I	\$170.00
Project Manager II	\$195.00
Project Coordinator	\$90.00
Principal	\$245.00
Senior Principal	\$295.00
Community Planner I.....	\$135.00
Community Planner II.....	\$225.00
Landscape Architect I	\$100.00
Landscape Architect II	\$130.00
Engineering Tech I	\$85.00
Engineering Tech II	\$100.00
Engineering Tech III	\$120.00
Engineering Tech IV	\$150.00
Land Surveyor I.....	\$130.00
Land Surveyor II.....	\$160.00
On-Site Representative I (OSR I).....	\$105.00
On-Site Representative II (OSR II)	\$145.00
Crew Chief (CC).....	\$110.00
Crew Member (CM)	\$90.00
Intern	\$70.00
Survey Crew	\$200.00

EQUIPMENT

3D Scanner per Scan	\$30.00
UAV per Flight.....	\$125.00
Sonar Boat.....	\$125.00

MISCELLANEOUS EXPENSES

Survey Vehicle Mileage.....	\$0.70/Mile
Automobile Mileage (at current IRS rate)	\$0.545/Mile
Printing.....	At Cost + 10%
Survey Supplies (Hubs, Lath, Paint, Nails, etc.).....	At Cost + 10%
Out-of-Pocket Expenses (Meals, Hotels, etc.).....	At Cost + 10%

EXHIBIT 'B'
McCLURE ENGINEERING COMPANY
STANDARD TERMS AND CONDITIONS

WS #9.

ACCESS TO SITE: The **Surveyor** shall at all times have access to the site to complete his Work.

INFORMATION PROVIDED BY OTHERS: The **Surveyor** shall be entitled to rely upon the accuracy and completeness of data provided by the **Client** and shall not assume liability for such data. The **Surveyor** does not practice law, insurance or financing, therefore, the **Client** shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. **Client** shall hold **Surveyor** harmless from damages that may arise as a result of inaccuracies of information or data supplied by **Client** or others to **Surveyor**.

ADDITIONAL SERVICES: As an Additional Service in connection with changes in the scope of the **Surveyor's** work by the **Client**, the **Surveyor** shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposal and provide any other services made necessary by such Change Orders and Construction Change Directives. The **Surveyor** will be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly.

CLIENTSHIP AND REUSE OF DOCUMENTS: All reports, plans, specifications, field data and other documents written and/or electronic, prepared by **Surveyor** in doing work on the project, shall remain the property of the **Surveyor**. The documents prepared by the **Surveyor** for this Project are for use solely with respect to this Project. The **Surveyor's** Drawings, Specifications or other documents shall not be used by the **Client** on other projects or for additions to this Project, except by agreement in writing and with appropriate compensation to the **Surveyor**.

OPINIONS OF PROBABLE COSTS: It is recognized that neither the **Surveyor** nor the **Client** has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the **Surveyor** cannot and does not warrant or represent that bids or negotiated prices will not vary from any estimate of costs or evaluation prepared or agreed to by the **Surveyor**.

DISPUTE RESOLUTION: Claims, disputes or other matters, involving a value less than \$200,000.00, in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the **Client**, **Surveyor**, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

TERMINATION: This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the **Client** upon not less than seven days' written notice to the **Surveyor** in the event the Project is permanently abandoned.

Failure of the **Client** to make payments to the **Surveyor** in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the **Client** fails to make payment when due the **Surveyor** for services, the **Surveyor** may, upon seven days' written notice to the **Client**, suspend performance of services under this Agreement. Unless payment in full is received by the **Surveyor** within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the **Surveyor** shall have no liability to the **Client** for delay or damage caused the **Client** because of such suspension of services.

In the event of termination not the fault of the **Surveyor**, the **Surveyor** shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for *Basic and Additional Services*, and include expenses which are directly attributable to termination.

CONTRACTOR MATTERS: The **Surveyor** has no control over the Contractor's means, methods, schedule, costs, quality control, workmanship, on-site storm water runoff/erosion control, or project safety measures. For this reason, the **Surveyor** shall not be responsible for or assume liability for the same.

UNDERGROUND UTILITIES: Information for location of underground utilities may come from the **Client**, third parties, and/or research performed by the **Surveyor** or its subcontractors. Unfortunately, the information the **Surveyor** must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the **Client** agrees to indemnify and hold harmless the **Surveyor** for all claims, losses, costs and damages arising out of the location of underground utilities provided by the **Surveyor** under this Agreement.

SHOP DRAWING REVIEW: If, as part of this Agreement **Surveyor** reviews Contractor submittals, such as shop drawings, product data, samples and other data, as required by **Surveyor**, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. **Surveyor** shall not be responsible for any deviations from the contract documents not brought to the attention of **Surveyor** in writing by the contractor. **Surveyor** shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

CONSTRUCTION OBSERVATION: If, as part of this Agreement, **Surveyor** is providing construction observation services, **Surveyor** shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the Contractor's work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in this Agreement, the **Client** has not retained the **Surveyor** to make detailed inspections or to provide exhaustive or continuous project review and observation services. **Surveyor** does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

HAZARDOUS MATERIALS – INDEMNIFICATION: The **Surveyor** is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the **Client** is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. **Surveyor** makes no representations regarding an environmental site assessment, relies upon **Client** to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.

PAYMENT: Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

LIMITATION OF LIABILITY: The **Surveyor's** liability shall be limited the fee for the work performed or as specifically agreed to by separate agreement.

WAIVERS: The **Client** and the **Surveyor** waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The **Client** and **Surveyor** each shall require similar waivers from their contractors, consultants and agents.

ASSIGNMENT: The **Client** and **Surveyor**, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither **Client** nor **Surveyor** shall assign this Agreement without the written consent of the other.

GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the law of the principal place of business of the **Surveyor**.

COMPLETE AGREEMENT: This Agreement represents the entire and integrated agreement between the **Client** and **Surveyor** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Client** and **Surveyor**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the **Client** or **Surveyor**.



City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Public Utilities
 Date: August 5, 2019

WS #10.

Agenda Item: Revision to Contract with Poepping, Stone, Bach and Associates for engineering design for Sparks Avenue sewer lift station, force main and associated gravity sewers in the amount of \$12,500.00.

Summary: This scope of work is for survey and easement related services to place the force sewer main and the gravity sewer along Sparks Avenue on the north side of the road to avoid conflict with the storm sewer and water main. This alternative is less expensive than locating the infrastructure in the roadway. The additional cost is \$12,500.

Recommended Action: Direct staff to draft a resolution authorizing the City Manager to sign the additional scope of work.

Fund Name: Capital Improvement Sales Tax

Account Number: 304.000.5502

Available Budget \$: \$1,595,000.00

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

July 29, 2019

Mary West-Calcagno
101 W. Reed Street
Moberly, Missouri 65270

RE: Extra Work Proposal: Sparks Ave. Lift Station, Force Main & Sewer Extension

Dear Mary:

PSBA, Inc. is pleased to provide a Professional Services proposal for the above referenced project in accordance with an increase in scope of services discussed with you at the plan review meeting held at your office on Tuesday, June 18, 2019.

Proposed Additional Scope of Work:

1. PSBA will locate the proposed gravity sanitary sewers and sewer force main into the proposed 15-ft wide private easement along the north edge of the Sparks Avenue R.O.W.
2. Moberly will jet clean and conduct a T.V. inspection of a 150'+/- portion of the abandoned 12" cast-iron water main in Sparks Avenue that crosses under the Norfolk Southern R.R. The intent is to use the existing 12" water main pipe as a casing pipe for the crossing of the railroad.
3. PSBA will conduct required research, boundary surveys and prepare plats & legal descriptions for the proposed 15-ft permanent easements to comply with Moberly's standard format. Moberly will conduct all negotiations with property owners.

Compensation:

PSBA will provide the additional Engineering Service described in Item 1 & 2 for no additional fee. PSBA will provide the additional Surveying Service described in Item 3 above for a Not to Exceed maximum fee of \$12,500. The Total Extra Work Proposal is \$12,500.

PSBA will begin our services immediately following acceptance of this Proposal for Engineering Services. Acceptance may be conveyed by email or letter of acceptance.

Sincerely,
POEPPING, STONE, BACH & ASSOCIATES, INC.



Charles S. Bach, Jr. P.E., S.E.
V.P. Tri-State Operations
charlesb@psba.com

<input type="checkbox"/> 100 SOUTH 54TH STREET	P.O. BOX 709	• QUINCY, IL 62306	• PHONE 217/223-4605	• FAX 217/223-1546
<input type="checkbox"/> 3523 MAIN STREET	P.O. BOX 817	• KEOKUK, IA 52632	• PHONE 319/524-8730	• FAX 217/223-1546
<input type="checkbox"/> 801 BROADWAY SUITE 248	P.O. BOX 190	• HANNIBAL, MO 63401	• PHONE 573/406-0541	• FAX 217/223-1546
<input type="checkbox"/> 224 W MAIN STREET		• BOWLING GREEN, MO 63334	• PHONE 573/324-6868	• FAX 217/223-1546

City of Moberly City Council Agenda Summary

Agenda Number: WS #11.
 Department: Purchasing
 Personnel
 Date: 08-05-2019

Agenda Item: Review of the Revised Personnel Manual.

Summary: Last year, city staff began a remove and update of the personnel manual. These updates were reviewed by all department heads and discussed at length. After months of review, city administration including the city manager, HR director, Finance director and city attorney approved of the changes submitted to council. While there are many changes in the document, staff feels like the overall improvement in the draft warrant requesting council to approve of the changes. While compromise between departments was difficult at times, these changes reflect the consensus moving forward

Recommended Action: Direct staff to bring to the Council meeting for final approval

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ Jeffrey	___	___
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution			
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	Council Member		
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ Brubaker	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ Kimmons	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Davis	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M___ S___ Kyser	___	___
<input type="checkbox"/> Consultant Report	<input checked="" type="checkbox"/> Other _____		Passed	Failed



City of Moberly
Personnel Policies & Procedures Manual
~~2013~~2019 Revision

SECTION I: PERSONNEL POLICIES

A. Purpose and Objectives	1
B. Human Resources Policy Statement	1
C. Coverage	2
D. Administration	2
E. Organization	2
F. Chain of Command	2

SECTION II: CODE OF ETHICS

A. Purpose	3
B. Ethical Standards and Prohibited Practices	3
C. Enforcement of Ethical Standards	4
D. Oath of Office	4

SECTION III: DEFINITIONS

A. Actual Service – Disability Leave	54
B. Dismissal – Honorarium	65
C. Immediate Family – Separation	76
D. Special Leave – _____	7
D -E. _____ Unpaid Leave _____	8

Formatted: Indent: Left: 0.25"

SECTION IV: JOB DESCRIPTION

A. Purpose	9
B. Determination of Job Description	9
C. Use of Job Descriptions	9
D. Administration of the Job Descriptions	9
E. Allocation of Positions	9
F. Request for Description Revision	9

SECTION V: COMPENSATION

A. Purpose	10
B. Compensation	10
C. Maintenance of the Compensation Level	10
D. Hourly Rates	10
E. Overtime	10
F. Cost of Living Adjustments and Performance Pay	11
G. Stand-By	11
H. Call-In	11

SECTION VI: RECRUITMENT AND EMPLOYMENT

A. Eligibility	12
B. Notification/Advertising	12
C. Acceptance of Applicants	12
D. Rejection of Applicants	12
E. Recruitment by Examination	13
F. Minimum Age	14
G. Types of Employees	15
H. Appointment	15
I. Promotion	15

J. Transfer	15
K. Reinstatement	16
L. Introductory Period	16
M. Sign-up and Beginning Work Requirements	17
N. Outside Employment	17
O. Hours of Work	17
P. Driving Records	17
Q. Personnel Records	18
R. Business Interests	18
S. Nepotism	19

SECTION VII: BENEFITS

A. Holidays	20 19
B. Vacation Leave	20
C. Sick Leave	22 21
D. Family and Medical Leave-Family Medical Leave Act of 1993	23
E. Funeral Leave	25 26
F. Jury Duty	26
G. Court Witness	26 27
H. Military Leave	26 27
I. Military Family Leave	28 27
J. Career Development and Training	30 29
K. Personal Education and Training	30 31
L. Maternity Leave	31
M. Retirement (LAGERS)	34 32
N. Hospitalization/Life Insurance	34 32
O. Death	32
P. Occupational Disability/Worker's Compensation	32
Q. Temporary Transitional Duty	32 33

SECTION VIII: MISCELLANEOUS POLICIES

A. Drug and Alcohol Testing Program	36
B. Sexual Harassment	36
C. Political Activity	38 39
D. Acceptance of Gratuities	39 40
E. Inclement Weather Leave	39 40
F. Use of Tobacco Products	39
G. Personal Telephone Calls	41
H. Fighting, Horseplay, & Property Damage	41
I. Garnishment	41
J. Bulletin Boards	44 42
K. Trip Reimbursement	44 42
L. Use of City Vehicles and Equipment	44 42
M. <u>Web</u> Time Sheets	
—42	
N. Leave of Absence	42
O. Risk Management	42
P. Fraternalization	44
Q. Carrying of Concealed Weapon During Time of Employment	44 45

R. Dress Code Policy	4445
S. Fraud Policy	45
T. Cellular Phone Policy	47
U. Computer Usage Policy: Internet, E-mail, and Social Media	48
V. Whistleblower Protection Policy	48

W. Breastfeeding Policy 50

SECTION IX: SEPARATIONS AND DISCIPLINARY ACTIONS

A. Types of Separations	50
B. Resignation	50
C. Layoff	50
D. Disability	50 51
E. Retirement	50 51
F. Death	51
G. Unsatisfactory Annual Review	51
H. Disciplinary Action	51
I. Grievance Procedure	54

SECTION X: AMENDMENT OF PERSONNEL POLICIES

A. Amendments	58 59
B. Severability	58 59
C. Special Note	58 59

APPENDIX

A. Computer Usage Policy: Internet, E-mail, and Social Media	59 60
B. Education Policy	62 63
C. Drug and Alcohol Testing Program	65 66
D. Administrative Procedure Guidelines For Travel	70 71

E. Communications on Policies and Procedures 74

E. F. Receipt of Personnel Manual	73 79
--	------------------

SECTION I: PERSONNEL POLICIES

A. PURPOSE AND OBJECTIVES

The purpose of these policies is to establish a high degree of understanding, cooperation, efficiency, and unity among City employees which comes from a systematic application of good procedures in Human Resources administration, and to provide uniform policies for all employees, with all the benefits such a program insures without regard to race, sex, age, national origin, creed, disability, or political affiliation. It is not the purpose of this handbook to be or to create a contract of employment for any employee. City employees are employees at will and serve at ~~the~~ pleasure of the City Manager. This handbook may be changed unilaterally by the City as circumstances warrant.

The objectives of good Human Resources administration to be achieved by these policies are:

1. To promote and increase efficiency and economy among employees of the City of Moberly.
2. To provide fair and equal opportunity to all qualified citizens ~~based on the basis of~~ demonstrated merit and fitness as ascertained through fair and practical methods of selection.
3. To develop a program of recruitment, advancement, and tenure which will make City employment attractive as a career and encourage each employee to render the best service.
4. To establish and maintain a uniform plan of evaluation and compensation.
5. To establish and promote high morale among the employees by providing good working relationships, a uniform personnel policy, opportunity for advancement, and consideration for employee needs and desires.

B. HUMAN RESOURCES POLICY STATEMENT

It is the policy of the City of Moberly to apply and foster a sound program of Human Resources management. The policies of this municipal government are as follows:

1. Employment and Placement
 - a) To fill all positions without undue delay, in accordance with job qualifications and requirements, and without discrimination based on race, sex, color, creed, national origin, disability, age, or political affiliation.
 - b) To establish fair and equitable programs for the promotion, transfer, demotion, dismissal, and reassignment of personnel.
2. Job Description and Pay Administration
 - a) To establish and maintain job descriptions for every position with the descriptions maintained on file with the Human Resources Department.
 - b) To review position descriptions periodically and systematically with the employee to insure currency and accuracy.
 - c) To establish appropriate position standards and pay for each position.
 - d) To conduct area wage and salary surveys periodically ~~in order~~ to provide competitive wage and salary scales.
3. Employee Relations and Services
 - a) To develop a system of job performance standards and evaluations and inform each employee periodically and systematically of the status of his/her performance on the job.
 - b) To establish rules and standards governing employee conduct.
 - c) To administer a uniform leave program.

- d) To provide employee grievance procedures.
 - e) To develop a handbook to inform employees of their responsibilities, rights, and privileges.
 - f) To provide and maintain a safe and healthful work environment.
4. Employee Development Training
- a) To establish training standards and requirements for all positions.
 - b) To motivate and stimulate employees to achieve their highest potential usefulness.
5. Records
- a) To establish and maintain comprehensive and uniform personnel records.
 - b) Medical records shall be kept in a confidential file separate from the employee’s general ~~personal~~personnel files.

C. COVERAGE

These Policies and Procedures shall cover all employees in the City service unless specifically exempt by this document, the City Code and/or the ordinances of the City, without regard to race, religion, national origin, political affiliation, sex, age, or disability.

D. ADMINISTRATION

These policies shall be administered by the City Manager, or his designee, under the direction of the City Council and in conformity with City Code provisions and the ordinance establishing a personnel system.

E. ORGANIZATION

The City Manager or his designee shall maintain an organizational chart, which shall be the basis for the assignment of positions within the City. Each department of the City shall develop an organizational chart which shall be presented to the City Manager for approval.

Formatted: Not Highlight

F. CHAIN OF COMMAND

~~The Missouri Revised Statutes (Sections 78.430—78.720) provide 610, RSMo., provides that the City Manager in a Third Class City shall be responsible to the Administrative head of the City and shall exercise control over all departments and divisions and make all appointments other than for City Council for carrying out the policies adopted by the Clerk, City Council. Employees are to direct Assessor, and City Treasurer. Therefore, all inquiries concerning implementation of the policies through their immediate supervisors set forth herein shall be directed to the City Manager or his/her designee through an employee’s immediate supervisor. This manual includes a grievance procedure designed to respond to employees regarding City policies and directives. Any employee taking questions regarding definition, development, or implementation of policy directives directly to members of the City Council place Council members in jeopardy of violating provisions of the cited section of the Private Acts.~~

Formatted: Font: Bold

SECTION II: CODE OF ETHICS

A . PURPOSE

The City of Moberly finds that the proper operation of democratic representative government requires that public officers and employees be independent, impartial, and responsible to the people; that government decisions be made in the proper channels of the government's structure; that public office not be used for private gain; and that the public have confidence in the integrity of its government.

B . ETHICAL STANDARDS AND PROHIBITED PRACTICES

To avoid becoming involved or implicated in a conflict of interest or impropriety or, just as important, an appearance of conflict of interest or impropriety, all City employees and all persons having business with the City shall obey the following prohibitions or be subject to disciplinary action up to termination:

1. An employee of the City shall not, except for compensation provided by the City, use his or her office or confidential information received in an official capacity for any private purpose, including, without limitation: commercial purposes, financial gain, present or future employment or gain for himself or herself, an immediate family member, or business with which he or she is associated.
2. An employee may not receive anything of value based on any agreement, understanding, or implication that the official action of any City employee would be influenced or determined by it.
3. A person may not offer or give anything of value to City employees, members of their immediate families, or businesses with which they are associated, based on any understanding, agreement, or implication that the official action of any employee would be influenced or determined by it.
4. A City employee or public official, in his/her relationships with any person, may not use the power or authority of his/her office or position in a manner intended to induce or coerce another person to provide, directly or indirectly, anything of value that will accrue to the private advantage, benefit, or economic gain of the official, employee, or any other person. As used in this subsection, the term "private advantage, benefit, or economic gain" means advantage, benefit, or economic gain distinct from that of the ~~general~~ public or not resulting naturally from lawful and proper performance of duties.
5. No employee may use his/her official influence to assist any person for compensation, other than as done ~~in the course of~~during assigned duties and responsibilities, before a governmental body, public official, or public employee.
6. No City employee or official may render or agree to render any personal, non-official services in connection with the acquisition by any governmental body of an interest in real or personal property.
7. No City employee or public official may:
 - a) share in any way in the compensation or in anything of value received by another person with respect to any transaction in which City employees and public officials are prohibited from engaging.
 - b) accept anything of value, other than compensation provided by law, for rendering services for which he or she is compensated.
8. No former City employee or public official may:

- a) Within two years after his or her employment has ceased, or term ended, knowingly act as agent, consultant, or attorney for anyone other than the City in connection with any particular matter in which the City is a party, if the employee participated personally and substantially in that particular matter while so employed.
 - b) The term “particular matter” as used above is restricted to mean any judicial or other proceeding, application, request for a ruling or other determination, contract, claim, controversy, charge, accusation, or arrest involving a specific party or parties and which has a substantial impact upon the parties and/or the City.
 - c) The term “participated personally and substantially” as used above is restricted to mean a greater than minimal involvement by way of participation as a public official, City employee or public official through decision, approval, disapproval, recommendation, investigation, or rendering advice, and by any related reason thereof, acquired information, special knowledge, or other specific advantages not generally available to the general public or experts in the field.
9. No person nor any City employee or public official may engage in or aid and abet any act of reprisal against any person ~~as a consequence~~ because of that person having made a report of violation. This does not prohibit the lawful remedies available to a person to redress wrongs.
 10. No person, City employee, or public official may knowingly or intentionally induce or coerce or attempt to induce or coerce anyone to violate any provision of this personnel manual.
 11. No person, City employee, or public official may knowingly file a false charge or report of violation of these personnel Policies and Procedures with the City Manager or the City Council. Each unqualified statement that one does not know to be true is equivalent to a false statement.
 12. No City employee may intentionally engage in any act, in addition to those listed above, which ~~is in~~ ~~conflict~~conflicts with the performance of his or her official duties.

C. ENFORCEMENT OF ETHICAL STANDARDS

In all instances of complaints or reports of violations of impropriety involving City employees, the reports shall be referred to the City Manager or Human Resources Department for a proper investigation and appropriate disciplinary action consistent with the provisions of the Missouri Revised Statutes, City ~~Charter~~Code, and these Policies and Procedures.

D. OATH OF OFFICE

Before taking office in the City government, employees may be required to subscribe to and file with the City Clerk the following oath as required by relevant City Code and City Manager or his/her designee:

“I do solemnly swear ~~or affirm~~ that I possess all the qualifications prescribed by law for the office of _____, that I will support the Constitution of the United States and of the State of Missouri, the provisions of all laws of this State affecting cities of the class to which the City of Moberly belongs, and the ordinances of the city, and faithfully perform the duties of my office.

SECTION III: DEFINITIONS

For the purposes of this manual, the following words and phrases have the following definitions:

Actual Service - The time engaged in the performance of the duties of a position or positions including absences with pay.

Annual Leave - Paid leave that is granted to each eligible employee for religious holiday leave, vacation, or other personal uses.

Anniversary Date - Effective date of hiring.

Anything of Value - Includes, without limitation, a gift, loan, political contribution, award, or promise of future employment or personal benefit.

Appeal - An application for review of a disciplinary action submitted by an employee to a higher authority.

Applicant - An individual who has completed and ~~submitted an application~~ applied for employment.

Appointing Authority - The City Manager ~~and/or Council~~ is responsible for the appointment of qualified applicants to full-time, part-time, seasonal, temporary, or emergency positions in the City. The City Council is responsible for appointing the City Manager, City Clerk, City Assessor and City Treasurer.

Appointment - The offer to, and acceptance by, a person of a position on a regular or temporary basis.

Break-in-Service - Any separation from the service of the City, whether by resignation, layoff, dismissal, unsatisfactory service, disability, retirement, or absences without leave of three days or more. Authorized leaves are not considered as constituting a "break-in-service."

Business - Any corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, consultant, holding company, joint stock company, receivership, trust, or any legal entity organized for profit.

Business ~~With~~ Which he/she is Associated - Means the following:

1. Any business in which the person or a member of the person's immediate family (as defined below) is a director, officer, employee, or holder of stock worth one percent or more at a fair market value; or
2. Any business, which is a client or customer of the person.

~~**Call-out** - Situations arise when certain employees are required to report to work at other than normal duty hours, usually in response to an emergency situation. Special pay provisions are made during call-out situations that are noted in Section V.~~

Compensation - The standard rates of pay that have been established for the respective positions as determined by the City Manager and his/her designee.

Compensatory Leave - Time off from work in lieu of monetary payment for overtime worked in accordance with the rules of the Fair Labor Standards Act, and in recognition of additional hours worked by those employees not covered by the Fair Labor Standards Act.

Continuous Service - Employment without interruption, except for absences on approved leaves or absences to serve in the Armed Forces of the United States.

Day or Workday - The number of work hours required by the Department to which an employee is assigned. Example: A day for the Police Department may be 12 hours, Fire Department 24 hours, Water and Wastewater Plant 10, 12, or 14 hours, ~~All~~ other departments have 8-hour work days.

Demotion - Assignment of an employee by the City Manager to a position which has a lower rate of pay and/or rank.

De minimis - Small, slight, or trifling.

Department - The primary organizational unit under the immediate charge of a department head.

Disability Leave - Leave that may be granted to an eligible employee who is unable to pursue the duties of his/her position because of physical or mental impairment. (See Special Leave)

Dismissal - Disciplinary action resulting in the separation from employment from the City for cause.

Elective Office - The office of City Council Members for the City of Moberly.

Emergency Appointment - An appointment made when an emergency arises, and time will not permit compliance with personnel appointment procedures. No emergency appointment shall continue for a period exceeding four months and no such emergency employee shall be entitled to benefits unless determined by the City Manager.

Employee - (Synonymous with “incumbent”) The person employed to perform the work of a position. An individual who is legally employed by the City and is compensated through the City payroll for services. Individuals or groups compensated on a fee basis are not included.

Employee Review Board - This Board hears employee appeals from disciplinary actions and other matters as provided for in the personnel ordinance such as: establish policies, procedures and guidelines to promote fairness and efficiency in the administration of corrective action for inappropriate behavior or substandard performance by employees.

Examination - The process of testing, evaluating, or investigating the fitness and qualifications of applicants and employees.

Exempt Employee - An employee determined by review of Fair Labor Standards Act regulations to be exempt from payment of overtime compensation. These employees are usually those involved in the administration of the City’s services, and determination must be made based upon an analysis of job duties and functions.

Full-time Active Employee - Any employee that works 40 or more hours a week in a regular position and is on active employment status; i.e. not on extended sick leave, worker’s compensation, etc.

Full-time Employee - An individual who works in a budgeted position within the City.

Gift - A voluntary transfer of real or personal property of any kind without consideration of equal or greater value, but not including:

1. Any informational material transferred for ~~the purpose of~~ informing the recipient about matters pertaining to official City business, the nature of which is not to benefit the recipient;
2. Any symbolic presentation, the nature of which is not to financially benefit the recipient;
3. Any reasonable hosting, including travel expenses, entertainment, meals, or refreshments furnished in connection with appearances, ceremonies, and occasions reasonably relating to official City business, where otherwise permitted by law;
4. Any honorarium; or,
5. Relatively inexpensive items of personal property, such as a box of candy or a bouquet of flowers, which are given as a simple act of kindness, thoughtfulness, and appreciation.

Grievance - An employee’s feeling of dissatisfaction; any differences or disagreements or disputes arising between an employee and his/her supervisor and/or other employees with some aspect of employment, application, or interpretation of regulations and policies; or some management decision affecting the employee. A grievance can be something real, alleged, or a misunderstanding concerning the Policies and Procedures or an administrative order involving the employee’s health, safety, physical

facilities, equipment or material used, employee evaluation, promotion, transfer, position description, layoff, recall and any other related item. These misunderstandings, complaints, points of view and opinions will be considered a grievance except in cases where they relate to personnel action arising out of pay, demotion, suspension, dismissal, or the manner in which way a job is to be performed.

Honorarium - Reimbursement for expenses in connection with speeches, lectures, etc., that could not reasonably be construed as given to influence the conduct of the official with relation to official matters.

Immediate Family - Includes spouse, mother, or step-mother, father, or step-father, children, sister, brother, grandparents, current mother-in-law, current father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step-grandparents, step-children, grandparents-in-law, grandchildren, aunt, uncle, nephew & niece. Proof of these relationships may be required.

Formatted: Not Highlight
Formatted: Not Highlight

Introductory Period - A minimum of a six-month period of time after an applicant is appointed, or an employee is promoted or transferred, in which the employee is required to demonstrate fitness fitness for the position by actual performance.

Layoff - The involuntary, non-disciplinary, separation of an employee from a position for reasons of shortage of funds or work, the abolition of a position, or other material changes in the duties or organization, or for related reasons that are outside the employee's control and that do not reflect discredit upon service of the employee.

Leave - An authorized absence during regularly scheduled work hours that has been approved by proper authority. Leave may be authorized with or without pay as provided for by these rules.

Nepotism - Favoritism shown to relatives by reason of relationship rather than merit.

Non-exempt Employee - An employee as defined by the Fair Labor Standards Act and its accompanying regulations and who is eligible for overtime compensation.

Occupational Disability or Injury Leave - An excused absence from duty because of an injury or illness sustained in the course of during employment and determined to be compensable under the provisions of the Workers' Compensation Law.

Overtime - Authorized time worked by an employee in excess of more than 40 hours during the work week. Overtime for firefighters occurs after exceeding 212 hours in a 28-day pay period. Overtime for Police Officers police officers occurs after 80 hours in a pay period. Overtime pay is defined by the Fair Labor Standards Act and provisions in this personnel manual.

Formatted: Not Highlight
Formatted: Not Highlight
Formatted: Not Highlight

Overtime Pay - Compensation paid to an employee for overtime work performed in accordance with the Fair Labor Standards Act.

Part-time Employee - An individual appointed to fill a position involving less than 40 hours per week.

Pay Period - Pay periods are bi-weekly. The pay period begins on Sunday of the first week and is for a two-week period ending on the second Saturday. Pay is processed on the Friday of week three.

Formatted: Font: Bold, Underline

Pay Rate - A specific dollar amount, expressed as either an annual, monthly, weekly, or hourly rate.

Position - A group of duties and responsibilities assigned to one employee. A position can be vacant or occupied.

Promotion - Assignment of an employee to a position with a higher rate of pay and/or rank.

Provisional Appointment - An appointment made by the City Manager to temporarily fill a vacant position due to an insufficient number of applicants or lack of qualified applicants received.

Public Official - Any elected or appointed official in the City government of the City of Moberly.

Qualifications - The minimum educational, experience, and personal requirements that must be fulfilled by a person prior to an appointment, transfer or promotion.

Reprimand - A type of disciplinary action, oral or written, detailing a violation of personnel or departmental regulations, which becomes part of the employee's personnel record.

Review Date - The date on which a regular employee is evaluated or is eligible to receive a merit pay increase, normally six months and twelve months after employment, and each twelve months thereafter. This date may be changed only by securing a new position within the organization requiring a new introductory period.

Separation - The removal of an individual from a position either through resignation, dismissal, layoff, disability, retirement, or death.

Special Leave - Time off from regular work that can be granted with or without pay at the discretion of the City Manager.

Stand-by Time - The time an assigned employee is required to be available for emergency calls during off-duty hours. An employee is to be accessible by mobile phone, telephone, or beeper so as to be available for work within a reasonable period of time. Special pay provisions for employees on stand-by time is presented in Section V.

Suspension - An enforced leave of absence for disciplinary purposes or pending investigation of charges made against an employee.

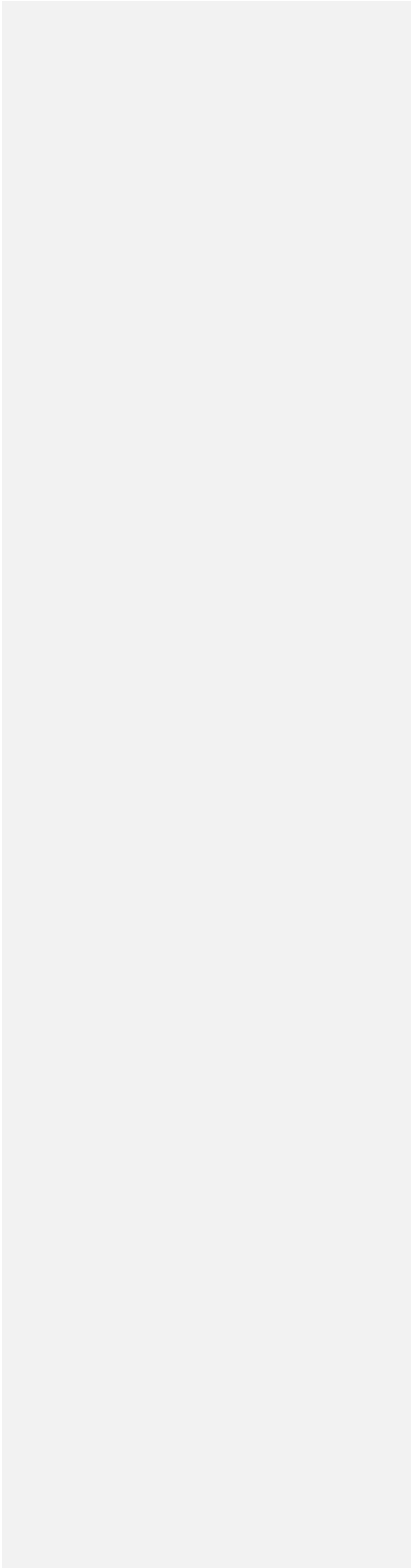
Seasonal/Temporary Position - A position which, due to the nature of the work and the anticipated term of employment, is on a week to week basis with no rights to benefits.

Transfer - The assignment of an employee from one position to another position. Transfers can take place within a department or between departments. Transfers are subject to an introductory period.

Work Day - The scheduled number of hours an employee is required to work within a twenty-four-hour period.

Work Week - The work week commences on Sunday at 12:01 AM and ends on Saturday at midnight except for Fire Department and Police Department which starts at 7:00am on Sunday.

Unpaid Leave - Any approved leave without pay.



SECTION IV: JOB DESCRIPTION

A. PURPOSE

Job descriptions inclusive of job title and related responsibilities and duties should be used to accurately describe each position throughout the City service. Job descriptions allow the City Manager to structure and align positions, to the best of his/her ability, in a standard, consistent, and reasonable manner while maintaining ~~sufficient~~enough flexibility to design an effective and efficient organization.

B. DETERMINATION OF JOB DESCRIPTION

The City Manager or his/her designee shall determine job description for all employees. Due diligence should be exercised in matching the description for each employee as well as maintaining consistency in these throughout the City Service.

C. USE OF JOB DESCRIPTIONS

Descriptions are to be interpreted in their entirety and in relation to others. ~~Particular phrases~~Phrases or examples are not to be isolated or treated as a full description. Descriptions are deemed to be descriptive and explanatory of the kind of work performed and not necessarily inclusive of all duties performed.

D. ADMINISTRATION OF THE JOB DESCRIPTIONS

The City Manager, or his/her designee, is charged with maintaining the job descriptions of the City government so that it will reflect the title, responsibilities, and duties performed by each employee in the service of the City. It is the duty of the City Manager or his/her designee, to periodically review all job descriptions and make appropriate changes to ensure the title and description are accurate, standardized, consistent, and reasonable.

E. ALLOCATION OF POSITIONS

When a new position is established or duties of an old position change, department heads shall submit, in writing, a comprehensive job description describing in detail the duties of such position. The City Manager shall investigate the actual or suggested duties and if in agreement approve the job description.

F. REQUEST FOR DESCRIPTION REVISION

Any employee who considers his/her job description to be inaccurate, non-standard, inconsistent or unreasonable shall first submit his/her request to the immediate supervisor who shall review the justification for the request. If the department head and supervisor find that there is merit in the request, he/she shall immediately transmit his/her recommendation to the City Manager. If the department head/supervisor finds the request is not justified, he/she shall advise the employee of his/her decision.

SECTION V: COMPENSATION

A. PURPOSE

The goal of a compensation system that provides the City Manager discretion in determining compensation levels is to ensure fair compensation for all positions in the City service – with discretion strictly guided by consideration of ranges of pay for other positions, general rates of pay for similar employment in private establishments and other public jurisdictions in the area, cost of living data, the financial condition of the City and other reasonable factors – while also providing sufficient flexibility to appropriately maintain the organization.

B. COMPENSATION

The compensation levels assigned to each position by the City Manager should provide fair compensation for all positions in the City service.

C. MAINTENANCE OF COMPENSATION LEVELS

The City Manager, or designee, will from time to time make comparative studies of all factors affecting the levels of compensation ranges and will recommend to the City Council appropriate adjustments.

D. HOURLY RATES

In accordance with the Fair Labor Standards Act (FLSA), no employee, whether permanent, part-time, or trial, shall be paid less than the Federal minimum wage unless they are expressly exempt from the minimum wage requirement as determined by FLSA regulations. Employees paid on an hourly rate basis are paid for all time ~~actually~~ worked.

E. OVERTIME

When it becomes necessary for an employee to work overtime hours, non-exempt employees, part-time employees, and temporary/seasonal employees shall be paid according to the prevailing salary schedule. Overtime work for non-exempt employment will be compensated in accordance with the provisions of the Fair Labor Standards Act at a rate of one-and-one half the employee's regular rate for each hour worked over 40 hours in any seven day pay period; EXCEPT, firefighters and ~~Police Officers~~ **police officers** as defined by the Fair Labor Standards Act. Generally, overtime will not be authorized except by prior approval of the department head except in cases of emergency.

Employees who are considered exempt under FLSA regulations who are required to work overtime may be given compensatory time off at the discretion of the City Manager, or designee. Compensatory time for non-exempt employees may be provided at the rate of one and one-half hours for each hour of overtime, up to an accumulated amount of 80 hours, if the employee and the supervisor agree to the use of compensatory time prior to overtime being worked.

Compensatory time must be granted within a reasonable period after its accumulation and an employee cannot be denied use of compensatory time unless operational necessity prohibits use of compensatory time as requested. If possible, alternative dates for the use of compensatory time must be set at the time of denial. Compensatory time shall not accumulate over 80 hours at any given point. Department Heads and/or Supervisors may schedule use of compensatory time. Accrued compensatory time, which has not

been used by the end of the budget year, shall be paid out on the last pay period in June, before the new fiscal year begins July 1st.

F. COST OF LIVING ADJUSTMENTS AND PERFORMANCE PAY

If the Council chooses to implement a Cost of Living Adjustment (COLA) in the City's budget for a given year, it will be applied to all employees regardless of their evaluation ~~as long as if~~ they remain employed by the City of Moberly when the COLA is implemented. City staff ~~will~~ may use the Bureau of Labor Statistics' March-to-March Employment Cost Index for state and local government workers as well as budget constraints in developing their COLA proposal to Council.

If the Council chooses to implement an additional or stand-alone performance-based merit increase, the increase will not be guaranteed and instead will be based on an employee's performance.

G. STAND-BY (ON-CALL)

On-call status will only be used to meet the needs of each department, but in most normal cases will not be necessary except in emergencies. Employees' on-call will be paid one hour's straight-time pay for each sixteen hour on-call shift. The hours paid for on-call will be credited toward hours worked in a day or the week for overtime purposes. The following rules shall apply:

1. Assignment of on-call status will follow each department's overtime roster accordingly.
2. Employees who are on on-call and who are called in will be paid on-call pay plus pay for all hours worked on a call-in, ~~but not less than three hours pay for the call-in.~~
3. Employees scheduled for on-call work will be given as much ~~advance~~ notice as practical, but not less than three calendar days advance notice so that the employees may make their personal plans accordingly; however, in cases of emergency it may be necessary for the City to schedule employees for on-call work with less than three days notice.
4. Employees may not refuse on-call assignments unless for good and ~~suffieient~~ enough reasons as determined by the Department Head.
5. Employees who are on on-call, but not available on a call-in, are subject to disciplinary action.
6. Employees will not be paid overtime or premium pay twice for the same hours worked nor is there to be pyramiding of pay for call-ins while on call.

H. CALL-IN

Employees called in to perform work on a day when they are not scheduled, or on-call and employees called back after leaving their work station for the day will be given a minimum of two hours work or a minimum of two hours pay if they are not given two hours work. The hours paid for call-in/call back will be credited toward hours worked in the week for overtime purposes. The following rules shall apply:

1. Call-in and call back of employees will follow each department's overtime roster accordingly.
2. Each individual is expected to work when called unless excused for good and sufficient reason as determined by the Department Head or face possible disciplinary action.
3. Employees called in may be expected to do whatever work is necessary even though not part of their regular duties, providing they have the necessary knowledge to perform the work safely and efficiently and without risk to the equipment or operation.
4. Employees will not be paid overtime or premium pay twice for the same hours worked nor is there to be pyramiding of pay for call-in or call back time.

SECTION VI: RECRUITMENT AND EMPLOYMENT

A. ELIGIBILITY

Individuals shall be recruited from a geographic area as wide as is necessary to assure obtaining well-qualified applicants for the various types of employment positions. Recruitment, therefore, shall not be limited to residents of the City of Moberly or Randolph County. In cases where residents and non-residents are equally qualified for positions presently vacant, the resident shall receive first consideration in filling the vacancies.

All applicants hired for positions that require the potential for call-out to respond to emergency situations, shall be required to live within 30 minutes of the city limits of Moberly. If an employee lives outside this area, he/she must relocate to within the area before the completion of the Introductory Period. All Directors and Assistant Directors shall reside within the city limits of the City of Moberly. All applicants for full-time positions with the City shall have, at a minimum, a high school diploma or equivalent to be considered for employment.

B. NOTIFICATION/ADVERTISING

The City Manager, or designee, shall prepare recruiting notices to publicize vacancies and to secure applicants for vacant positions. Such various media of publicity shall be used as might be expected to bring notice of vacancies to as many qualified persons as possible. Minimum qualifications, as required by the nature of the work to be performed, will be included in all notices. Vacancies or new positions shall be advertised utilizing one or more of the following methods in the order listed:

1. Advertise internally for 5 business days. Promotion from within the organization is encouraged.
2. Advertise outside the organization utilizing local news media and the City of Moberly Web Site.
3. Regional or national advertising may be conducted as appropriate for the position.

C. ACCEPTANCE OF APPLICANTS

Applications for employment shall be accepted through the Human Resource Department of the City, unless otherwise specified. Specific information may be required, as deemed necessary, to judge the applicant's fitness.

D. REJECTION OF APPLICANTS

The Human Resources Department shall reject any application or applicant when they have determined:

1. that the application was not filed within the period specified in the vacancy announcement; or was not filed on the prescribed form.
2. that the applicant does not possess the minimum qualifications.
3. that the applicant has established an unsatisfactory employment or personnel record (as evidenced by reference checks) of such nature as to demonstrate unsuitability for employment.
4. that the applicant made false statement of material fact or practiced deception in his/her application.
5. that the applicant is addicted to the habitual use of drugs or intoxicants or has been convicted of a misdemeanor involving moral turpitude or of a felony.
6. that the applicant does not reply to a mail inquiry within 10 days or does not return a telephone inquiry within two days and fails to accept appointment within the time prescribed in the offer.
7. that the applicant was previously in the City's service and was removed for cause or resigned not in good standing. All disqualified applicants shall be notified to that effect immediately.

E. RECRUITMENT BY EXAMINATION

All appointments in the City service shall be made according to merit and fitness and may be subject to competitive examination. All such examinations shall fairly and impartially test those matters that are job related and essential to the duties of the position to be filled. The examinations held to establish eligibility and fitness for a position may consist of one or more of the following types as determined by the Human Resources Department and Department Head. The Human Resources Department Director or his/her designee will make reasonable accommodations in the examination process to applicants with disabilities requesting accommodations.

Types of Examinations

Written Test - This ~~part~~test, when required by job specifications, shall include a written demonstration designed to show the familiarity of applicants with the knowledge necessary for the position for which they are applying.

Oral Test - This ~~part~~test, when required by job specifications, shall include a personal interview where the ability to deal with others, to meet the public, and/or other personal qualifications are evaluated. An oral interview may also be used in examinations where a written test is unnecessary, impractical, or as a reasonable accommodation to someone unable to take a written test due to a disability.

Performance Test - This test, when required by job specifications, shall involve a test of performance that aid in determining the ability and manual skills of applicants to perform the work involved. The performance test may be given a weight in the examination process or may be used to exclude from further consideration applicants who are unable to perform the essential functions of a specific position even with reasonable accommodation when it is determined.

Physical Agility Test - When required by job specifications, this test consists of job-related tests of bodily conditioning, muscular strength, agility, and physical fitness of job applicants for a specific position. This test may be given weight in the examination process or may be used to exclude from further consideration applicants who do not meet the minimum required standards.

Mental Test - When required by job specifications, the mental test shall include any test to determine mental alertness, general capacity of the applicant to adjust his/her thinking to new problems, or to ascertain special character traits and attitudes.

Notification and Inspection of Examination Results

For entry-level positions within the fire and police service, an eligible list may be established and maintained for a period not to exceed two years. Eligibility for this list may require successfully passing one or more of the examinations identified in Section VI-E (1). These examinations shall be administered under the supervision of the respective fire or police department. The eligibility list shall be maintained by the respective department chief.

Examinations for access to the eligibility list shall be offered every two years or as needed upon the discretion of the respective department head. Eligible applicants obtaining the same score or composite score in the case of a multiple examination eligibility list shall be considered to have the same rank on the eligibility list. Individual names appearing on the eligible list shall remain in force for no longer than two years. Those individuals whose tenure on the eligible list has reached two years shall be allowed to participate in the next examination following the expiration from the eligible list and may or may not be reinstated on the list depending upon the results of their examinations(s).

Medical Examination of Essential Functions and General Physicals

Pre-employment - Following a conditional offer of employment, each prospective employee, shall be given a medical examination for the essential functions for the position they have been offered and a general physical exam. The cost of the medical examination shall be borne by the City. Any prospective employee who is unable to successfully perform the essential functions tested for in the medical examination shall have their offer of City employment withdrawn only:

1. if they cannot perform the essential functions due to a disability that cannot reasonably be accommodated.
2. they pose a direct threat to themselves or others.
3. they are unable to perform the essential functions due to a temporary condition or disability not protected by the Americans with Disabilities Act.

Post-employment - All employees of the City may, during their employment, be required by their Department Head and the Human Resources Department to undergo periodic examinations to determine their physical and mental fitness to perform the work of the position in which they are employed. This periodic examination shall be at no expense to the employee. Physical or mental fitness will be determined by a physician designated by Human Resources.

When an employee of the City is reported by the examining physician to be physically or mentally unfit to perform work in the position for which he/she is employed, the employee may, within five business days from the date of his/her notification of this determination, indicate in writing to the City Manager his/her intention to submit the question of his/her physical or mental unfitness to a physician of his/her own choice.

If there is a difference of opinion between the examining physician and the physician chosen by the employee, a physician shall be mutually agreed upon and designated by the examining physician and the physician chosen by the employee. The third physician's decision shall be final and binding as to the physical or mental fitness of the employee. The municipal government shall pay its physician. The employee shall pay his/her physician. The third physician shall be paid by the municipality.

An employee determined to be physically or mentally unfit to continue in the position in which he/she is employed may be demoted in accordance with these rules or separated from City service only after it has been determined that:

1. They cannot perform the essential functions due to a disability that cannot reasonably be accommodated.
2. They pose a direct threat to themselves or others.
3. They are unable to perform the essential functions due to a temporary condition or disability not protected by the Americans with Disabilities Act and they have exhausted all applicable leave.

F. MINIMUM AGE

The Fair Labor Standards Act requires that employees of State and local governments be at least 16 years of age for most non-farm jobs, and at least 18 years of age to work in nonfarm jobs declared hazardous by the Federal Secretary of Labor. Minors 14 and 15 years of age may work outside school hours as defined by the FLSA. Police Officers must be 21 years of age, and Firemen must be ~~24~~18 years of age.

G. TYPES OF EMPLOYEES

Full-time Employee - A regular full-time employee is an employee who regularly works a minimum of 40 hours per week (or ~~80 hours per pay period for commissioned police officers; or~~ two shifts, 24 hours on duty, in the case of fire fighters). A regular full-time employee is paid an annual rate and is subject to all conditions of employment and receiving all benefits. ~~Regular full-time employees serve a six-month trial period during which time they may be dismissed without recourse.~~

Part-time Employee - An individual appointed to a position who will work less than 40 hours per week.

Temporary/Seasonal Employee - An employee who is paid on a per day or per hour basis.

Temporary/Seasonal employees are not subject to all the conditions of employment but shall be fully capable of performing the assigned duties, although they receive no benefits except coverage under Worker's Compensation. Temporary/seasonal employees hired to fill a regular full-time position shall begin to accrue benefits on the effective date of regular full-time employment.

H. APPOINTMENT

Pursuant to the City Code, the City Manager or his/her designee has the authority to appoint, promote, demote, transfer, suspend, and remove all employees of the City of Moberly. All vacancies in the City shall be filled by original appointment, re-employment, promotional appointment, provisional appointment, emergency appointment, transfer, or demotion. Whenever a department head wishes to fill a vacancy, a request for appointment must be submitted to the City Manager or his/her designee on the forms prescribed (Status Form). The City Manager will advise the City Council of all appointments.

Appointments to positions with the City government fall into four categories. They are:

Original Appointment - When a non-employee passes all the tests of employability and is offered employment.

Provisional Appointment - When the City is unable to fill a vacancy because of an insufficient number of applicants or lack of qualified applicants, the City Manager may fill the vacancy by a provisional appointment.

Emergency Appointment - The City Manager may authorize the appointment of a qualified person to a position to prevent the stoppage of public business or loss/serious inconvenience to the public.

Emergency appointments are limited to a period not to exceed 120 days in any 12-month period.

Re-employment - The re-employment of an employee who previously left the employment of the City of Moberly in good standing (i.e. military duty).

I. PROMOTION

A promotion is the assignment of an employee from one position to another which has a higher maximum rate of pay, rank, and responsibility. Vacancies in positions above the lowest rank in any category shall be filled as far as practical by the promotion of employees. Promotions in every case must involve a definite increase in duties and responsibilities and shall not be made merely for the purpose of affecting an increase in compensation. If the promotion does not work out satisfactorily for the employee and/or the employer, then a demotion without prejudice can be made.

J. TRANSFER

Management reserves the right to transfer employees at any time it is in the best interest of the City.

When an employee desires to transfer from one department to another, it must be reviewed by both

department heads involved and approved by the City Manager. The transfer of an employee from one position to another, without significant change in level of responsibility may be made:

1. When the employee meets the qualification requirements for the new position.
2. If it is in the best interest of the City.
3. If it meets the personal needs of the employee as consistent with the other requirements of this rule.
4. As a reasonable accommodation when an employee is unable, due to a disability, to continue to perform the essential functions of his/her present job.
5. An employee who transfers from one City department to another will retain and carry forward all benefits earned or accrued or both as of the date of transfer. As a ~~general~~ rule, lateral transfers require no increase or decrease in compensation.

K. REINSTATEMENT

~~In order to~~To treat all employees fairly, the City of Moberly has adopted a policy governing the reinstatement of benefits for individuals who have been rehired. For the purpose of accrual of vacation, sick leave, and seniority, an employee who was previously employed by the City of Moberly will resume the accrual of these benefits at the same rate of accrual that had been attained prior to the termination of their employment with the City if the following conditions are met:

1. The employee must have voluntarily resigned and must have given at least two weeks prior notice of leaving the City of Moberly (four weeks for exempt employees).
2. The previous length of employment must have been longer than the break in service.
3. During the previous length of employment, the six--month Introductory Period must have been satisfactorily completed. All rehires will be subject to a six--month Introductory Period as if they were a new hire.
4. The break in service must have been less than one year.
5. There will be no credit for a lapse in service relative to pension or retirement programs.
6. Exceptions to this policy may be recommended by the City Manager on a case by case basis.

L. INTRODUCTORY PERIOD

The introductory period is an integral part of the examination process, and shall be utilized for the following reasons:

1. To closely observe the employee's work;
2. To secure the most effective adjustment of a new or promoted employee to his/her position; and,
3. To dismiss any employee whose performance does not meet work standards at any time during the introductory period.

The introductory period for all regular appointments shall be for a period of six months, except for police and firefighters which shall be 12 months or until police or fire academy graduation, whichever occurs last. The City Manager may approve a three--month extension of an employee's introductory period upon the request of the Department Head. The introductory period shall not exceed 12 months except in cases where certifications may require additional time. In no case shall the Introductory Period be less than six months.

During the introductory period, the Department Head shall require the supervisor to report the observations of the employee's work and his/her judgment of the employee's willingness and ability to

perform the duties assigned. During the Introductory Period, the supervisor will inform the employee when his/her performance is unsatisfactory and not meeting the trial test requirements.

Before the introductory period is complete, employees shall complete required NIMS 100 and 700 training as well as required MIRMA training. For employees in active service on the date of the adoption of this manual, this requirement must be completed within 12 months.

A performance evaluation shall be completed at least one month prior to the expiration of an employee's Introductory Period. At this time, the Department Head shall notify the Human Resources Department if the service of the employee has been satisfactory, recommend a pay adjustment of up to five percent, and decide whether he/she will continue to employ the individual.

M. SIGN-UP AND BEGINNING WORK REQUIREMENTS

After an applicant has been chosen to fill a job vacancy by the Department Head and City Manager, the new employee shall ~~complete~~comply with the following ~~documents and forms~~requirements before beginning work:

1. Signed acknowledgment form from employee handbook.
2. Immigration Control and Reform Act (I-9) form.
3. W-4 form.
4. Emergency Contact form.
5. Copy of driver's license, if position requires driving a City vehicle, or government issued identification.
6. Insurance Group Enrollment form. (health, life, and salary redirection)
7. Direct Deposit check (VOIDED).
8. Signed Job Description
9. Appropriate Drug Screening and Pre-Employment Physical
10. Signed acknowledgment form from Loss Prevention Manual.

N. OUTSIDE EMPLOYMENT

Department heads may not grant authorization for outside employment if the work is likely to interfere with the satisfactory performance of the employee's duties, is incompatible with his/her City employment, or is likely to cast discredit upon or create embarrassment for the City. Employee must notify department head of ~~any and~~ all outside work activities.

O. HOURS OF WORK

The department head, with the approval of the City Manager or designee, shall establish hours of work per week for each position in the classified service, which shall be determined in accordance with the needs of service and which shall ~~take into account~~consider the reasonable needs of the public doing business with various City departments. The department head shall consult with Human Resources to consider FLSA regulations when establishing hours of work.

Formatted: Font: Bold

Formatted: No Spacing, Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 14 + Alignment: Left + Aligned at: 0" + Indent at: 0.25"

Formatted: Font: Italic

Punctual and regular attendance is necessary for the efficient operation of the City. Employees late or absent from work due to illness or other cause must notify their supervisor prior to starting time (unless unusual circumstances prevent the employee from making proper notification), explaining the reason for the absence and, if possible, an anticipated time and/or date of return to work. Failure to notify one's supervisor of absences may result in disciplinary action. See Section VII, part D, for notification obligation under the Family and Medical Leave Act.

P-O. DRIVING RECORDS

Any employee who is required as a condition of employment to possess and maintain a valid Missouri driver's or commercial driver's license, must immediately, upon his/her knowledge of same (prior to reporting for duty the next work day) inform his/her supervisor should his/her license become denied, expired, restricted, suspended, or revoked at any time during his/her employment with the City. Failure to report any of these violations may result in disciplinary action up to and including termination. The City of Moberly ~~may~~shall conduct a driver's license check of an employee's driving record after an offer of employment has been made as a condition of employment.

Q-P. PERSONNEL RECORDS

It is the responsibility of each employee to keep personnel information in his/her personnel file up-to-date by notifying the Human Resources Department of any information changes, such as name, address, telephone number, beneficiary, marital status, training or course work completed, and to provide copies of diplomas or certificates ~~required~~acquired.

The City is not liable when incorrect withholding, wrong beneficiaries, marital status, or loss of employee benefits results from the failure of any employee to keep personnel records current. The Human Resources Department also maintains the life insurance, pension, retirement, vacation, sick leave records, and health insurance records for each employee. The Human Resources Department will advise employees, through their supervisors, of their eligibility so that they may take full advantage of all benefits available.

All personnel files are confidential and may only be accessed by authorized City employees. Under no conditions shall personnel records be removed from the Human Resources Department. All medical records shall be kept in a separate confidential file in the Human Resources Department for each employee.

R. BUSINESS INTERESTS

No officer or employee of the City may have any financial interest in the profits of any contract, service, or other work performed by the City; or personally profit directly or indirectly from any contract, purchase, sale, or service between the City and any person or company; or personally, or as an agent, provide any surety, bail, or bond required by law or subject to approval by the City Manager. No officer or employee may accept any free or preferred services, benefits, or concessions from any person or company. Any official or employee who violates the provisions of this section is guilty of misconduct.

No City employee shall enter into a contract with the City, or perform any work or function under any contract with the City, if he has a direct or indirect financial interest in the contract, unless; (1) the

contract is awarded through a process that is in compliance with the City’s purchasing requirements; or (2) the City Council waives the requirements of this section after making a formal finding that it is in the best financial interest of the City to do so, after full disclosure on the part of the City employee of his direct or indirect financial interest in the contract, the City Council’s finding and waiver, and the employee’s full financial disclosure, is recorded in the minutes of the City Council in open session. The City cannot waive the State of Missouri’s conflict of interest laws (see Missouri Revised Statutes). Direct conflicts are absolutely prohibited in most cases. Indirect conflicts can be allowed generally after disclosure.

S. NEPOTISM

To avoid possible problems of favoritism, or perceived favoritism, ~~with regard to~~regarding employment, promotion, pay increases, work assignment, or disciplinary action, the City of Moberly will exercise caution in the consideration of applicants who have ~~close relatives~~immediate family working in specific areas of requested employment. The nepotism policy applies to any person who is employed as a full-time, part-time, or temporary/seasonal employee.

Individuals applying for employment and current employees are under an ongoing duty to inform their department head of any relationship that might be in violation of the nepotism policy. ~~For the purpose of this policy, close relative means:~~

- ~~Spouse/significant other (current or former)~~
- ~~Grandparent~~
- ~~Parent/Step mother/Step father/Father in law/Mother in law~~
- ~~Brother/Sister/Half brother/Half sister/Step brother/Step sister/Brother in law/Sister in law~~
- ~~Child/Step child/Son in law/Daughter in law~~
- ~~Uncle/Aunt~~
- ~~First cousin~~
- ~~Nephew/Niece~~

~~Close relatives~~Immediate Family as defined may be considered for employment by the City of Moberly if the individual possesses all the qualifications for the position. ~~Close relatives~~Immediate family may not be hired under the situations listed below:

1. To work in the same department and reporting to the same immediate supervisor (for the purposes of this policy, immediate supervisor means the individual responsible for the employee’s evaluations).
2. Creates either a direct or indirect supervisor/subordinate relationship with a close relative.
3. Employees who marry or otherwise enter ~~into~~a close relative situation as defined above may continue employment at the City Manager’s discretion if he/she determines the situation poses no conflict of interest.
4. Hiring of close relatives to work in the Human Resources Department or Payroll department due to the confidential and sensitive nature of these departments.

In the situation that occurs as outlined in number 3, the City may attempt to find a suitable position to which one of the affected employees may transfer at no loss in pay or benefits. If accommodations are not accepted, the employees will be permitted to determine which employee will resign. Such resignation

shall be made effective within 90 days. If no decision is made one of the employees shall be terminated by the City Manager.

SECTION VII: BENEFITS

A. HOLIDAYS

All offices of the City of Moberly, except emergency and necessary operations will be closed and employees excused on the following legal state holidays:

Typical State Schedule:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Eve
- Christmas Day

When a legal holiday falls on a Saturday, the preceding Friday will be observed. When a holiday falls on Sunday, the following Monday will be observed.

When an employee, except the police and fire departments and water plant operators, must work on the day the City observes as a holiday, he or she will receive eight hours holiday pay plus straight or overtime pay (depending on total compensated hours for the work week) for time worked. Any employee whose regular schedule falls on a holiday shall receive straight time for his regular shift, plus eight hours holiday pay at straight time. When a holiday falls during an officer's or operator's days off he/she will receive eight hours at straight time holiday pay. Fire Department employees shall receive four 24 hour shifts off with pay as holiday compensation for the year.

Employees eligible for any holiday benefits must be in an active pay status (not away on sick leave, leave without pay, or worker's compensation) on his/her last regular shift scheduled before a holiday and his/her first regularly scheduled shift after a holiday in order to receive compensation for the holiday. The department head shall report to the Human Resources Department the names, hours, and dates of employees who work holidays. This reporting shall be done on the time sheets.

B. VACATION LEAVE

All full-time employees ~~with one to five years of service, who have been employed continuously for a period of 12 months (which includes introductory periods),~~ will be credited with earned vacation leave at the ~~rate of~~ following rates:

Full-time employees (except Fire Department)

1 – 5 years 3.077 ~~work~~ hours (per pay period) 10 days ~~per year~~

6 – 10 years 4.62 hours per pay period. ~~Employees with five years to~~ 15 days per year

11 – 20 years of service will be credited with earned vacation at the rate of 4.616 work hours (15 days a year) 6.15 hours per pay period. ~~Employees with~~ 20 days per year

21 years to + 7.70 hours per pay period ~~25 years of credited service will be credited with earned vacation at the rate of 6.154 work hours (20 days a year) per pay period. Employees with 25 years of service and up will be credited with earned vacation at the rate of 7.695 work hours (25 days per year) per pay period. Vacation leave may accrue year to year. Vacation time shall not be accumulated above~~

Maximum accumulation = 240 hours (six weeks) with the exception of the Fire Department.

~~Fire Department employees with one to five years of service will be credited with earned vacation leave at the rate 3.91 hours (four shifts per year) per pay period to be accumulated up to three hundred eighteen (318) hours (six weeks). Fire Department employees with five to 20 years of service will be credited with earned vacation leave at the rate (7.38) hours (eight shifts per year) per pay period to be accumulated up to three hundred eighteen (318) hours (six weeks). Fire Department employees with 20 to 25 years of service will be credited with earned vacation leave at the rate of 10.154 hours (11 shifts per year) per pay period to be accumulated up to three hundred eighteen (318) hours (six weeks). Fire Department employees with twenty five years of service and above shall be credited with earned vacation leave at the rate of 11.077 hours (12 shifts per year) per pay period to be accumulated up to 318 hours (six weeks). Fire Department personnel shall not be accumulated above 318 hours (six weeks)~~

Fire Department employees

1 – 5 years 3.91 hours per pay period 4 shifts per year

6 – 10 years 7.38 hours per pay period 8 shifts per year

11 – 20 years 10.15 hours per pay period 11 shifts per year

21 years + 11.08 hours per pay period 12 shifts per year

Maximum accumulation = 318 hours.

No employee shall accrue earned vacation leave for all or any part of a pay period in which the employee is absent from work for more than three days or shifts for any reason other than taking time off for a holiday or vacation.

Formatted: No bullets or numbering

Formatted: Space After: 10 pt

The City Manager, with the recommendation of the Department Head, shall have the authority to exceed the maximum number of vacation hours that can be accumulated. Department heads may assign time off for employees who have not requested vacation time if the employee has accumulated more than 220 hours (294 for fire personnel). ~~Annual leave is accrued in an amount proportional to regular hours worked during the pay period.~~

To take vacation time, all employees shall submit the ~~completed City approved~~ vacation request ~~form at least 48 hours~~ in advance to his/her supervisor. ~~Requests for vacation time totaling four hours or less do not require that vacation request forms be submitted 48 hours in advance. Department heads have the authority to excuse the 48 hours advance vacation request in unusual circumstances. However, in such instances, Department Heads shall explain in writing on the vacation request form why 48 hours advance vacation request is being waived.~~ approval.

The above schedule and credits are for uninterrupted service computed from the most recent date of continuous employment. An employee may not take vacation until he/she has completed 12 months of service. Employees are required to take at least one continuous 40-hour vacation (48 hours for firefighters) each calendar year. Vacation time may not be taken unless 40 hours (48 hours for firefighters) have been taken or accrued for the required continuous 40-hour vacation (48 hours for firefighters). No employee may take more than six weeks of vacation in any calendar year (January to December), regardless of the amount of vacation leave accrued. Vacation leave may be taken as earned in increments of one hour, subject to the approval of the department head who shall schedule vacations so as to meet the operational requirements of the department. Employees leaving the City's employment for any reason will receive pay for any vacation credit earned as of the last day of employment not to exceed 240 hours or six weeks of vacation (318 hours for firefighters). Part-time/temporary/seasonal employees shall not be entitled to vacation or sick leave benefits. Departments should consult the Human Resources Department for questions regarding vacation leave. Vacation time is a pool of hours earned by employee's to be used, when approved by their supervisor for appropriate reasons. Vacation hours may only be used to bring an employee's pay period total hours up to, but in no case exceed, their full-time base pay period hours (i.e. 40 hours, 80 hours for commissioned police officers and 212 hours for firefighters).

C. SICK LEAVE

Each full-time employee will accrue ~~sick leave~~Sick Leave at the rate of (3.69) hours per pay period, ~~with the exception of except for~~ members of the Fire Department, ~~who~~ will accrue ~~sick leave~~Sick Leave at the rate of ~~five~~ (5.54) hours per pay period. There is no limit to the amount of ~~sick leave~~Sick Leave that may be accumulated. Sick ~~leave~~Leave is accrued in an amount proportional to regular hours worked during a pay period. Employees cannot use ~~sick leave~~Sick Leave until the ~~introductory~~Introductory period has been completed unless approved by the ~~department head~~. Department Head.

Formatted: No Spacing

Formatted: No Spacing

Formatted: Font color: Custom Color(28,29,29)

Formatted: Justified, Indent: Left: 0.05", Right: 0.05", Space Before: 0.7 pt, After: 10 pt, Line spacing: Exactly 14.5 pt, Font Alignment: Baseline

Formatted: Font color: Custom Color(28,29,29)

Formatted: Font color: Custom Color(28,29,29)

Formatted: Font color: Custom Color(28,29,29)

Formatted: Font color: Custom Color(28,29,29)

Formatted: Font color: Custom Color(28,29,29)

Formatted: Font color: Custom Color(28,29,29)

Formatted: Font color: Custom Color(28,29,29)

Formatted: Font color: Custom Color(28,29,29)

Formatted: Font color: Custom Color(28,29,29)

Formatted: Font color: Custom Color(28,29,29)

Formatted: Font color: Custom Color(28,29,29)

Sick Leave is provided as wage or salary security for employees to assure that employees do not suffer a reduction in regular pay for hours not worked due to illness. Sick Leave will be deducted in a manner to assure full pay for any pay period. Time off on Sick Leave is not considered "time worked" when computing overtime pay. This is how Sick Leave will be handled:

- For regular employees scheduled to work 40 hours per week: if the employee works less than 40 hours in a week due to illness and has available Sick Leave, Sick Leave will be deducted from accrued Sick Leave to increase pay to 40 hours. However, Sick Leave will not be utilized to increase straight time pay for more than 40 hours in a week. For example, if an employee is absent from work due to illness for one day [8 hours] but works 36 hours in the remaining days during that week, the employee will be paid for 40 hours if they choose to use Sick Leave, and 4 hours of accrued Sick Leave will be deducted.
- For Police Department employees scheduled to work 80 hours in 14 days: if the employee works less than 80 hours in a two-week period due to illness and has available Sick Leave, Sick Leave will be deducted from accrued Sick Leave to increase pay to 80 hours. However, Sick Leave will not be utilized to increase straight time pay for more than 80 hours in a two-week period. For example, if an employee is absent from work due to illness for one day [8 hours] but works 76 hours in the remaining days during that two-week period, the employee will be paid for 80 hours if they choose to use sick leave, and 4 hours of accrued Sick Leave will be deducted.
- For Fire Department employees scheduled to work 212 hours in a 28-day period: if the employee one 24 hour Shift due to illness and has available Sick Leave, Sick Leave will be deducted from accrued Sick Leave to increase pay to 212 hours. However, Sick Leave will not be utilized to increase straight time pay for more than 212 hours in a 28-day period. For example, if an employee is absent from work for 1 shift (24 hours) due to illness but works 200 hours in the remaining 28 day pay period, the employee will be paid for 212 hours if they choose to use sick leave, and 12 hours of accrued Sick Leave will be deducted.

No employee shall accrue earned ~~sick leave~~Sick Leave for all or any part of a pay period in which the employee is absent from work for more than ~~three~~3 days or 3 shifts for any reason other than taking time off for a holiday or vacation.

Sick ~~leave~~Leave benefits will commence on the first day of absence for sickness and continue for as long as ~~sick leave~~Sick Leave credit remains. Sick ~~leave~~Leave will be charged in one-hour increments. Sick ~~leave~~Leave for an ~~employee's~~employee's illness will run concurrently with FMLA leave beginning with the sixth day of an absence.

Generally, employees become eligible to use ~~sick leave~~Sick Leave as follows:

Formatted: Font color: Custom Color(28,29,29)

Formatted: Justified, Indent: Left: 0.05", Space Before: 14.65 pt, After: 10 pt, Line spacing: Exactly 14.2 pt, Font Alignment: Baseline

Formatted: Font color: Custom Color(28,29,29)

Formatted: Font color: Custom Color(28,29,29)

Formatted: Font color: Custom Color(28,29,29)

Formatted: Font color: Custom Color(28,29,29)

Formatted: Font color: Custom Color(28,29,29)

Formatted: Font color: Custom Color(28,29,29)

Formatted: Font color: Custom Color(28,29,29)

Formatted: Font color: Custom Color(28,29,29)

Formatted: Font color: Custom Color(28,29,29)

Formatted: Font color: Custom Color(28,29,29)

Formatted: Font color: Custom Color(28,29,29)

Formatted: Font color: Custom Color(28,29,29)

Formatted: Font color: Custom Color(28,29,29)

Formatted: Justified, Indent: Left: 0.05", Right: 0.2", Space Before: 14.8 pt, After: 10 pt, Font Alignment: Baseline

1. Employees are incapacitated by sickness or non-job-related injury, for medical, dental, or optical diagnosis and treatment.

~~2.1.~~ For necessary care and attendance of a member of the ~~employee's~~ employee's immediate family (see definition in Section III) when this care is unavailable from other sources and when approved by the ~~department head~~ Department Head. The necessity for this care may require substantiation from a physician. Also, this section provides that an employee may use ~~sick leave~~ Sick Leave when assisting a member of the ~~employee's~~ employee's immediate family with doctor or dentist visits.

~~3.1.~~ After exposure to a contagious disease, when certified by a qualified ~~doctor's~~ doctor's certificate, so that the employee does not jeopardize the health of others.

To prevent abuse of the ~~sick leave~~ Sick Leave privilege, Department Heads are required to satisfy themselves that the employee is genuinely ill before ~~recommending sick leave. When necessary, supervisors may call or visit employees at their home to determine sickness approving Sick Leave.~~ Any absence may require a ~~doctor's~~ doctor's certificate. Any absence ~~in excess of more than~~ 24 work hours ~~may also shall~~ require a ~~doctor's~~ doctor's certificate, ~~at the discretion of the Department Head or Human Relations,~~ to return to work if, in the opinion of the Department Head, this action is deemed appropriate to ensure fitness for work. When any employee visits the doctor, he/she should obtain a ~~doctor's~~ doctor's certificate. If unpaid ~~sick leave~~ Sick Leave is used during the Introductory Period, a ~~doctor's~~ doctor's certificate is required.

Each hour deducted from an ~~employee's sick leave~~ employee's Sick Leave accumulation shall be for a regular work hour and shall not include holidays and scheduled off days. ~~Employees claiming sick leave while on annual leave may be required to support their claim by a doctor's statement.~~

After an employee has used all available ~~sick leave~~ Sick Leave, he/she may be placed on special leave without pay (see definitions), or he/she ~~may~~ be terminated if they remain unable to work ~~after all available FMLA leave has been exhausted.~~ Should he/she be able later to return to work (within one year of termination), upon presentation of certification by a doctor, he/she may be given preference for employment to a position for which he/she is qualified, with the recommendation of the Department Head. The Department Head should consult the Human Resources Department regarding reinstatement of the employee in the desired position. An employee, upon exhausting all earned ~~sick leave~~ Sick Leave, may also use earned annual leave or compensatory time or take leave without pay ~~- if FMLA leave is available.~~

Employees cannot transfer earned ~~sick leave~~ Sick Leave to another employee. ~~Employees Employee~~ who ~~resigns~~ resigns or are dismissed from City employment shall not be paid for any accrued ~~sick leave~~ Sick Leave.

~~_____~~

D. FAMILY AND MEDICAL LEAVE ACT OF 1993 (OVERVIEW)

Formatted: Font color: Custom Color(28,29,29))

Formatted: Font color: Custom Color(28,29,29))

Formatted: Justified, Indent: Left: 0.05", Hanging: 0.25", Space Before: 0.15 pt, Line spacing: Exactly 14.5 pt, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Tab after: 0.25" + Indent at: 0", Font Alignment: Baseline, Tab stops: 0.3", Left + Not at 0.25"

Formatted: Font color: Custom Color(28,29,29))

Formatted: Font: Calibri, Font color: Custom Color(28,29,29))

Formatted: Font color: Custom Color(28,29,29))

Formatted: Font color: Custom Color(28,29,29))

Formatted: Font color: Custom Color(28,29,29))

Formatted: Font color: Custom Color(28,29,29))

Formatted: Font color: Custom Color(28,29,29))

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted: Font: Bold, Font color: Red

Formatted: No Spacing

Formatted: Font: Font color: Red

1. **Purpose:** To provide a family medical leave policy in compliance with Public Law 103-3, titled Family and Medical leave Act of 1993. For a full version of legislation, contact Human Resource.
2. **Definitions:**
 - a) **Eligible Employee:** Eligible employees are those who have been employed for at least 12 months, who have provided at least 1,250 hours of service during the 12 months before leave is requested, and who work at a work site where at least 50 employees are on the payroll (either at that site or within a 75-mile radius).
 - b) **Parent:** Mother or Father of an employee, or an adult who had day to day responsibility for caring for the employee during his or her childhood years in place of the natural parents.
 - c) **Son or Daughter/Child:** Biological, adopted, or foster child, a step child, legal ward, or child of a person standing in as parents, who are under the age of 18 years. Children who are 18 years or older qualify, if they are incapable of self-care because of mental or physical disability.
 - d) **Serious Health Condition:** An illness, injury, impairment, or physical or mental condition involving either inpatient care or continuing treatment by a health care provider. Examples of serious health conditions include but are not limited to heart attacks, heart conditions requiring heart bypass or valve operations, most cancers, back conditions requiring extensive therapy or surgical procedures, strokes, severe respiratory conditions, spinal injuries, severe arthritis, etc.
3. **Leave Provisions:**
 - a) An eligible employee may take up to 12 weeks of unpaid leave in a 12-month period for the birth of a child or the placement of a child for adoption or foster care. Under the Missouri Maternity Leave Act, a female employee may take an additional four weeks of unpaid leave if the 3 months ~~advance~~ notice has been complied with. Leave may also be taken to care for a child, spouse, or a parent who has a serious health condition.
 - b) The right to take leave applies equally to male and female employees who are eligible.
 - c) Unpaid leave for the purposes of care for a newborn child or a newly placed adopted or foster care child must be taken before the end of the first 12 months following the date of birth or placement.
 - d) An expectant mother may take unpaid medical leave upon the birth of the child, or prior to the birth of her child for necessary medical care and if her condition renders her unable to work. Similarly, for adoption or foster care, leave may be taken upon the placement of the child or leave may begin prior to the placement if absence from work is required for the placement to proceed.
 - e) An employee may take unpaid leave to care for a parent or spouse of any age who, because of a serious mental or physical condition, is in the hospital or other health care facility. An employee may also take leave to care for a spouse or parent of any age who is unable to care for his or her own basic hygiene, nutritional needs, or safety. Examples include a parent or spouse whose daily living activities are impaired by such conditions as Alzheimer's disease, stroke, or who is recovering from major surgery, or who is in final stages of terminal illness.
 - f) Eligible employees, who are unable to perform the functions of the position held because of a serious health condition, may request up to 12 weeks unpaid leave. The term serious health condition is intended to cover conditions or illnesses that affect an employee's health to the extent that he or she must be absent from work on a recurring basis or for more than a few days for treatment or recovery.
 - g) Employees requesting medical leave due to their own illness or injury must use any balance of sick leave, annual leave, floating holidays prior to unpaid leave beginning. The combination of

sick leave, annual leave, and unpaid leave may not exceed 12 weeks. Employees requesting family leave must use any balance of accrued paid leave prior to unpaid leave beginning.

- h) During periods of leave, an employee will not accrue any additional seniority or similar employment benefits.
- i) If spouses are employed by the City and wish to take leave for the care of a new child or a sick parent, their aggregate leave is limited to 12 weeks. For example, if the father takes eight weeks of leave to care for a child, the mother would be entitled to four weeks leave, for a total of 12 weeks of leave.

4. Notification and Scheduling:

- a) An eligible employee must provide the City at least 30 days advance notice of the need for leave for birth, adoption or planned medical treatment, or when the need for leave is foreseeable. This 30-day-~~advance~~ notice is not required in cases of medical emergency or other unforeseen events, such as premature birth, or sudden changes in a patient's condition that require a change in scheduled medical treatment.
- b) Parents who are awaiting the adoption of a child and are given little notice of the availability of the child may also be exempt from this 30-day notice.

5. Certification:

- a) The City reserves the right to verify an employee's request for family/medical leave.
- b) If an employee requests leave because of a serious health condition or to care for a family member with a serious health condition, the City requires that the request be supported by certification issued by the health care provider of the eligible employee or the family member as appropriate. If the City has reason to question the original certification, the City may, at their expense, require a second opinion from a different health care provider chosen by the City. That health care provider may not be employed by the City on a regular basis. If a resolution of the conflict cannot be obtained by a second opinion, a third opinion may be obtained from another provider and that opinion will be final and binding.
- c) This certification must contain the date on which the serious health condition began, its probable duration, and appropriate medical facts within the knowledge of the health care provider regarding the condition. The certification must also state the employee's need to care for the son, daughter, spouse, or parent and must include an estimate of the amount of time that the employee is needed to care for the family member.
- d) Medical certifications given will be treated as confidential and privileged information.
- e) An employee will be required to report periodically to the City the status and the intention of the employee to return to work.
- f) Employees who have taken unpaid leave under this policy must furnish the City with a medical certification from the employee's health care provider that the employee is able to resume work before return is granted.

6. Maintenance of Health and COBRA Benefits During Unpaid Leave:

- a) The City will maintain health insurance benefits, paid by the City for the employee, during periods of unpaid leave without interruption. Any payment for family coverage/s premiums, or other payroll deductible insurance policies, must be paid by the employee or the benefits may not be continued.
- b) The City may recover from the employee all health insurance premiums paid during the unpaid leave period if the employee fails to return to work after leave. Employees who fail to return to

work because they are unable to perform the functions of their job, because of their own serious health condition, or because of the continued necessity of caring for a seriously ill family member may be exempt from the recapture provision.

- c) Leave taken under this policy does not constitute a qualifying event that entitles an employee to COBRA insurance coverage. However, the qualifying event triggering COBRA coverage may occur when it becomes clearly known that an employee will not be returning to work, and therefore ceases to be entitled to leave under this policy.

7. Reduced and Intermittent Leave:

- a) Leave taken under this policy can be taken intermittently or on a reduced leave schedule when medically necessary as certified by the health care provider. Intermittent or reduced leave schedules for routine care of a new child can be taken only with approval of the City. The schedule must be mutually agreed upon by the employee and the City.
- b) Employees on intermittent or reduced leave schedules may be temporarily transferred by the City to an equivalent alternate position that may better accommodate the intermittent or reduced leave schedule.
- c) Intermittent or reduced leave may be spread over a period of time longer than 12 weeks, but will not exceed the equivalent of 12 workweeks total leave in one 12-month period.

8. Restoration:

- a) Employees who are granted leave under this policy will be reinstated to an equivalent or the same position held prior to the commencement of their leave.
- b) Certain highly compensated key employees, who are salaried and among the 10% highest paid employees, may be denied restoration. Restoration may be denied if (A) the City shows that such denial is necessary to prevent substantial and grievous economic injury to the City's operations, (B) the City notifies the employee that it intends to deny restoration on such basis at the time the employer determines that such injury would occur, and (C) in any case in which the leave has commenced, the employee elects not to return to work within a reasonable period of time after receiving such notice.

9. The 12-month FMLA Period

The 12-month period during which an employee is entitled to 12 workweeks of FMLA leave is measured forward from the date the employee's first FMLA leave begins. An employee is entitled to 12 weeks of leave during the 12-month period after the leave begins. The next 12-month period will begin the first time the employee requests FMLA leave after the completion of the previous 12-month period. All employees should consult the Human Resources Department with questions regarding FMLA leave prior to the effective leave of absence date. Request for leave and determinations regarding same under FMLA shall be done on forms established, as amended from time to time, by the United States Department of Labor.

E. FUNERAL LEAVE

Up to a maximum of three consecutive paid days off will be granted to an employee to attend a funeral of an immediate family member (see definition in Section III). This is an allowance as opposed to a guarantee to be used only for the funeral and necessary and reasonable travel to and from the funeral if it occurs during scheduled workdays. Fire Department personnel shall receive one shift off to attend a funeral. Additional time taken will be charged to vacation leave or, in the absence of vacation leave, sick

leave can be taken. Given the details above, funeral leave is subject to the reasonable discretion of the Department Head.

F. JURY DUTY

The City urges employees to perform jury duty service whenever requested. Employees will receive regular pay during the period of jury duty absence. While on jury duty, if an employee is dismissed after serving less than three hours on any given day the employee is expected to report back to work for the rest of the day. Leave with pay shall be authorized in order that a covered employee may serve required jury duty, provided, that such leave is reported in advance to the department supervisor. Assignment paper from the court must be submitted with timesheet.

Formatted: Font: Not Bold, Not Italic

G. COURT WITNESS

If an employee is subpoenaed to court as a witness on a City matter, no leave time will be charged. If subpoenaed as a witness in a personal matter, the employee must use his/her vacation time, or take the time off without pay, or take compensatory time. However, the City Manager may approve payment for leave under special or unusual circumstances.

H. MILITARY LEAVE

The City is committed to protecting the job rights of employees absent on military leave. In accordance with R.S.Mo. §105.270 and the Uniformed Services Employment and Reemployment Rights Act (“USERRA”), it is the City’s policy that no employee or prospective employee will be subjected to any form of discrimination ~~based on the basis of~~ that person’s membership in or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion, or other benefit of employment ~~based on the basis of~~ such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under applicable law or this policy.

Reinstatement following Military Service

Employees who leave the City for ~~the purpose of~~ performing military service or undergoing military training for a branch of the Armed Forces of the United States are eligible for full employment restoration provided they make proper application for re-employment and meet other eligibility criteria as established by State and Federal statutes. Veterans and reservists who are eligible for full employment restoration shall be considered as having been on military leave of absence during their period of service for purposes of employment rights and privileges and shall be eligible to have their employment with the City restored.

Procedure for Reinstatement:

1. The Employee must notify the City of the intent to serve: An employee who has received written or verbal military orders should notify their direct supervisor immediately. Copies of the orders (if available) should be given to the Human Resources Department. If the military leave of absence is to extend beyond 30 days, the City will require copies of the military orders to establish the employee’s basic eligibility for protection under USERRA and Missouri Law.
2. Eligibility for Employment Restoration: A veteran or reservist shall be required to meet the following criteria to be eligible for full employment restoration with the City:

- a) The employee must have left his or her position with the City for the purpose of performing military service, undergoing training or to be examined for such service or training.
- b) There is a 5-year cumulative service limit on the amount of voluntary/involuntary military leave an employee can use and still retain re-employment rights. This 5-year total does not include: inactive duty training (drills); annual training; involuntary recalls to or retention on active duty; voluntary or involuntary active duty in support of war, national emergency, or certain operational missions; or additional training requirements determined and certified in writing by the Service Secretary and considered to be necessary for professional development or for completion of skill training or retraining.
- c) The employee must have satisfactorily completed active duty service and their release/discharge was "honorable", "general" or "under honorable conditions".
- d) The employee must contact the City and request re-employment as soon as possible. Time limits for returning to work depend on the duration of the orders. The time-limits for such a request are as follows:

Service of 1 to 30 days: the beginning of the next regular scheduled work period on the first full day following completion of service and expiration of an eight-hour rest period following safe transportation home. Service of 31 to 180 days: application for reinstatement must be submitted not later than 14 days after completion of military duty. Service of 181 or more days: application for reinstatement must be submitted not later than 90 days after completion of military duty. (Extension for up to two years may be applicable to employees who are convalescing due to a disability incurred or aggravated during military service.)

3. Benefits:

- a) Medical and Dental Coverage: For absences of less than 30 days, medical and dental benefits continue as if the employee has not been absent. For absences of 31 days or more, coverage stops unless the employee elects to pay for COBRA coverage. Health insurance will be reinstated on the day the employee is reinstated to work with no waiting period.
- b) Accrue Vacation/Sick Leave: No vacation or sick leave will accrue while the employee is on military leave. Any accrued vacation leave on record will be paid out to the employee if their leave is to extend beyond 30 days.
- c) Retirement Benefits: The period of military service or military training shall be counted in the years of service requirements for the Missouri Local Government Employees Retirement System ("LAGERS").
- d) Employees who are members of the National Guard or any of the reserve components of the armed forces of the United States are entitled to leaves of absence from their respective duties without loss of pay or leave, impairment of performance appraisal, or loss of any rights or benefits to which otherwise entitled, for all periods of military service during which they are engaged in the performance of duty under competent orders for a period not to exceed 120 work hours in any federal fiscal year

4. Reinstatement: Upon termination of the military leave, the employee is generally entitled to reemployment in the position he or she would have been in (or attained) had no military leave been taken. The specific reemployment rights under USERRA are as follows:

- a) If the employee was absent from employment for less than 90 days, the employer must return the employee to:
 - 1) The position the employee would have attained if he or she had continued in employment and had not been absent for military service, if he or she can perform the job duties; or
 - 2) If the employee is not qualified to perform the duties in the position in 1(A) above after the employer has made reasonable efforts to qualify the employee, the employer must reinstate

the employee to the position the employee was employed in on the date he or she began military service, if he or she can perform the job duties of that position.

- b) If the employee was absent from employment for more than 90 days, the employer must return the employee to:
- 1) The position the employee would have been employed in if his or her employment had not been interrupted by military leave service, or in a position of like seniority, status and pay, if he or she can perform those job duties; or
 - 2) If the employee is not qualified to perform the duties in the position in 2(A) above after the employer has made reasonable efforts to qualify the employee, the employer must reinstate the employee to the position the employee was employed in on the date he or she began military service, or in a position of like seniority, status and pay, if he or she can perform the job duties of that position.
- c) If the employee suffers from a disability caused or aggravated by military service, and is not qualified to perform his or her job duties of the position described 1(A) above, the employer must return the employee to:
- 1) A position of equivalent seniority, status and pay to a position described in 1(A) above; or
 - 2) If the position in 3(A) is not possible, a position that is the nearest approximation to that in 3(A).

Exceptions to Reemployment Responsibilities The employer is not required to reemploy the employee if such reemployment is impossible or unreasonable, such as where a reduction in force occurred that would have included the employee or where the employer would have to create a useless job in order to reemploy the employee. However, an employee's position is not unavailable simply because it is occupied by another employee. The employer is also relieved of reemployment responsibilities where the employee has become disabled during leave and reemployment would cause the employer undue hardship. Finally, the employer is not required to reemploy an employee who had been employed in a temporary position.

I. MILITARY FAMILY LEAVE

The City has adopted this Military Leave Policy pursuant to Section 585(a) of the National Defense Authorization Act of 2008 to afford additional leave benefits to employees with these additional unpaid leave rights:

1. **Military Caregiver Leave (also known as Covered Service member Leave):** Eligible employees who are family members of covered service members will be able to take up to 26 workweeks of leave in a "single 12-month period" to care for a covered service member with a serious illness or injury incurred in the line of duty on active duty. This 26-workweek entitlement is a special provision that extends FMLA job-protected leave beyond the normal 12 weeks of FMLA leave. This provision also extends FMLA protection to additional family members beyond those who may take FMLA leave for other qualifying reasons. An eligible employee must be the spouse, son, daughter, or parent, or next of kin of a covered service member.
2. **Qualifying Exigency Leave:** This provision makes the normal 12 workweeks of FMLA job-protected leave available to eligible employees with a covered military family member serving in the National Guard or Reserves to use for "any qualifying exigency" arising out of the fact that a covered military member is on active duty or called to active duty status in support of a contingency

operation. The Department's final rule defines qualifying exigency by referring to a number of broad categories for which employees can use FMLA leave: (1) Short-notice deployment; (2) Military events and related activities; (3) Childcare and school activities; (4) Financial and legal arrangements; (5) Counseling; (6) Rest and recuperation; (7) Post-deployment activities; and (8) Additional activities not encompassed in the other categories, but agreed to by the employer and employee. An eligible employee is one whose spouse, son, daughter or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty.

Employee Status and Benefits During Leave

While an employee is on leave, the City will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

Employee Status After Leave

An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the health care provider. This requirement will be included in the employer's response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one which is virtually identical in terms of pay, benefits and working conditions. The City may choose to exempt certain key employees from this requirement and not return them to the same or similar position.

Use of Paid and Unpaid Leave

An employee who is taking Military FMLA leave must use all paid vacation, personal or sick leave prior to being eligible for unpaid leave. Sick leave may be run concurrently with FMLA leave if the reason for the FMLA leave is covered by the established sick leave policy.

Certification of Qualifying Exigency for Military Family Leave

The City will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave (<http://www.dol.gov/esa/whd/forms/WH-384.pdf>).

Certification for Serious Injury or Illness of Covered Service member for Military Family Leave

The City will require certification for the serious injury or illness of the covered service member. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Service member (<http://www.dol.gov/esa/whd/forms/WH-385.pdf>).

Recertification

The City may request recertification for the serious health condition of the employee or the employee's family member no more frequently than every 30 days and only when circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, the City may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence. The City may provide the employee's health care provider with the employee's attendance records and ask whether need for leave is consistent with the employee's serious health condition.

Procedure for Requesting FMLA Leave

All employees requesting Military FMLA leave must provide verbal or written notice of the need for the leave to the HR manager. Within five business days after the employee has provided this notice, the HR manager will complete and provide the employee with the DOL Notice of Eligibility and Rights (<http://www.dol.gov/esa/whd/fmla/finalrule/WH381.pdf>).

When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the City's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.
Designation of FMLA Leave

Within five business days after the employee has submitted the appropriate certification form, the HR manager will complete and provide the employee with a written response to the employee's request for FMLA leave using the DOL Designation Notice (<http://www.dol.gov/esa/whd/forms/WH-382.pdf>).

Intent to Return to Work ~~From~~ FMLA Leave

On a basis that does not discriminate against employees on Military FMLA leave, the City may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

J. CAREER DEVELOPMENT AND TRAINING

Employees are encouraged to take advantage of education and training benefits to improve their job skills and to qualify for promotions. These benefits are limited to training and education relevant to the employee's current position or "reasonable" transfer and/or promotional opportunities. "Reasonable" is defined as attaining the minimum qualifications for promotion or transfer with no more than two years of additional training or education. These benefits will be available to all employees on first come, first served basis, subject to the availability of budgeted funds.

Requests for education and training may be initiated by either the employee or department head. Reference to training requests and training received should be made on performance appraisal forms. Final decisions on requests for education and training will be made by the department head. Department Heads, with approval of the City Manager or his/her designee, may authorize or require employee attendance at conferences, seminars, workshops, or other functions of a similar nature that are intended to improve or upgrade the employee's job skills.

Requests to attend training sessions should be made at least 15 days prior to the deadline for registration. The City Manager, or his/her designee, based upon the Department Head's recommendation, shall determine who shall attend conferences based upon availability of resources.

When a request for training is approved, the employee's cost for registration, tuition and publications, transportation, lodging, and other reasonable expenses will be covered by the City.

K. PERSONAL EDUCATION AND TRAINING

Employees who desire to further themselves through education or training not related to their work for the City are encouraged to do so. The City may be able to provide financial assistance for this type of education (See Appendix B). Employees may be granted, upon written request, permission to take time

away from their job for training when such time is taken without pay, as compensatory time, or as vacation time, and only so long as their absence will not cause hardship for their department.

L. MATERNITY LEAVE

A female employee who has been employed full-time for at least one year with the City of Moberly and who gives at least three months advance notice of her anticipated date of departure, length of maternity leave, and intentions to return to full-employment, may be granted maternity leave for a period not to exceed 12 weeks for the purpose of pregnancy, childbirth, adoption, or the nursing of an infant. Return to duty must be accompanied by a release statement from the employee's attending physician. Accrued sick leave and vacation time may be used if additional time is needed. Maternity leave will run concurrently with Family Medical Leave and any accrued sick or vacation time.

Upon return to full-time employment, the employee will be restored to her previous, or similar, position with the same status, pay, length of service credit, seniority, vacation time, sick leave, bonuses, advancement, or other benefits, if any, for which she was eligible on the date of her leave.

As the purpose of this provision is to promote and encourage bonding between a female employee and her newly-born baby or adopted infant, if the City finds that the female employee has utilized maternity leave to actively pursue other employment opportunities, or if the City finds that the employee has worked part-time or full-time for another employer during the maternity leave period not covered by FMLA, then the City will not be liable under these provisions for failure to reinstate the employee at the end of her maternity leave.

Maternity leave is without pay. The employee may, at her discretion, use all or none of her accrued sick and/or vacation leave prior to taking maternity leave. Subject to the provision of Section VII. D., the City is not required to provide for the cost of any benefits, plans, or programs during the period of maternity leave unless it provides the cost of these benefits to all employees on leaves of absence without pay. A female employee who is prevented from giving three months advanced notice because of medical emergency that requires that maternity leave begins earlier than originally anticipated, does not forfeit her rights and benefits under these provisions solely because of her failure to give three ~~months~~ advance months' notice.

M. RETIREMENT (LAGERS)

The City of Moberly participates in the Local Government Employees Retirement System. Every full-time employee is a member of the retirement plan. All employees are fully vested once they have completed five years of continuous employment with the City. Employees should contact the Human Resource Department for current information on their ~~particular~~ retirement account.

N. HOSPITALIZATION/LIFE INSURANCE

Full-time employees have the option of hospitalization insurance with the plan administrator currently under contract with the City at the time of their employment. All full-time employees receive life, dental and vision insurance with the premium paid in full by the City. Both employee and family coverage is offered with the City paying one hundred percent (100%) of the monthly premium for employee coverage. Family coverage is offered at a subsidized rate that is subject to change each year. This cost and coverage is subject to change each year.

O. DEATH

Upon the death of a full-time regular employee, his/her beneficiary shall receive his/her next due payroll check, pay for all accrued vacation and compensatory leave, and complete assistance in settling retirement, life, and hospital insurance benefits.

P. OCCUPATIONAL DISABILITY/WORKER'S COMPENSATION

Employees who are injured on the job are covered by Worker's Compensation Insurance. It is the responsibility of the employee to immediately notify their immediate supervisor, or in the absence of the supervisor the next available supervisor, of any injuries sustained while on the job. This supervisor will notify the Human Resources Department. The City encourages injured employees to seek immediate medical attention. All medical expenses related to the treatment of an injury sustained on the job are paid in full directly to the medical providers. After a specified waiting period, employees are also eligible for disability payments set forth by state law where necessary. No vacation or sick leave will accrue while the employee is out on worker compensation.

A separate insurance provider will be notified by the Human Resources representative who administers the Worker's Compensation plan. The employee will be contacted by a representative of the administering company. Information on the current company administering this plan will be provided to you by your personnel representative and is available on posters displayed in your work area. Additional information on Worker's Compensation Insurance is available through the Human Resources Office.

Q. TEMPORARY TRANSITIONAL ~~DUTY~~

Purpose: It is the purpose of this policy to establish the authority for temporary transitional duty assignments and procedures for granting temporary transitional duty to eligible employees.

Policy: Temporary transitional duty assignments, when available, are for employees who, because of injury, illness, or disability, are temporarily unable to perform their regular assignments but who ~~are~~ capable of performing can perform alternative assignments. Use of temporary transitional duty can provide employees with an opportunity to remain productive and return to work before they have reached maximum medical improvement. This provides a work option for employees who may otherwise risk their health and safety or the safety of others by remaining on duty when physically or mentally unfit for their regular assignment. Therefore, it is the policy of this City that eligible personnel are given a reasonable opportunity to work in temporary transitional duty assignments where available and consistent with this policy.

Definitions:**Eligible Personnel**

For purposes of this policy, any employee suffering from medically certified illness, injury, or disability requiring the treatment of a licensed health-care provider and who, because of injury, illness, or disability, is temporarily unable to perform the regular assignment but ~~is capable of performing~~ can perform temporary alternative assignments.

Maximum Medical Improvement

The point at which an injured employee has received the maximum therapeutic benefit from medical treatment.

General Provisions

1. Temporary transitional duty positions are limited in number and variety. Therefore:
 - a. personnel injured or otherwise disabled in the course and scope of employment shall be given preference in initial assignment to transitional duty, and
 - b. assignments may be changed at any time if deemed in the best interest of the employee or the City while keeping within the medical restrictions, and
 - c. eligibility to participate in the program will cease when the employee has reached maximum medical improvement.
2. This policy in no way affects the privileges of employees under provisions of the Family and Medical Leave Act, Fair Labor Standards Act, Americans with Disabilities Act, or other Federal or State laws.
3. No specific position within this City shall be established for use as a temporary transitional duty assignment, nor shall any existing position be designated or utilized exclusively for personnel on temporary transitional duty.
4. Transitional duty assignments are strictly temporary and normally should not exceed 90 days in duration. After 90 days, personnel on temporary transitional duty who are not capable of returning to their original duty assignment shall:
 - a. present a request for extension of temporary transitional duty (not to exceed an additional 90 days), with supporting documentation, to the Human Resources Department; or
 - b. pursue other options as provided by employment provisions of this City, Federal, or State law.
5. Law enforcement personnel on temporary transitional duty are prohibited from engaging in outside employment in which they may reasonably be expected to perform law enforcement functions for which they have been determined physically or mentally unable to perform on behalf of this City and that forms the basis for their temporary transitional duty assignment.
6. Depending upon the nature and extent of the disability, law enforcement personnel on temporary transitional duty may be prohibited or restricted from wearing the departmental uniform, carrying the service weapon or otherwise limited in employing police powers as determined by the Police Chief.
7. Transitional duty assignments shall not be made for disciplinary purposes.
8. Employees may not refuse temporary transitional duty assignments that are supported by the recommendations of a City selected physician. The City may interpret failure to accept and perform transitional duty work as a resignation, unless the employee has pursued other options as provided by the employment provision of this City, Federal, or State laws.

When an employee has reached maximum medical improvement as determined by a City selected physician, an assessment by the Human Resources Department will be made regarding the employee's ability to perform regular job duties or the duties of a different job with or without a reasonable accommodation.

Temporary Transitional Duty Assignment

1. Temporary Transitional Duty Assignments may be drawn from a range of areas that include but are not limited to the following:
 - a. administrative projects (review reports, special projects, etc).
 - b. clerical functions (filing, answering phones, etc.)
 - c. desk assignments (booking officer, bookkeeping, etc.)
 - d. communications (complaint taker, etc.)

- e. inspections (sidewalks, street signs, buildings, equipment, etc.)
 - f. updating (MSDS sheet at various locations)
 - g. painting (fire hydrants, park benches, equipment, etc.)
 - h. community relations (police and fire community awareness visits, etc.)
 - i. volunteer work at city supported charities (United Way, senior centers etc.)
2. The Human Resources Department shall maintain an inventory of available job assignments that may be used for temporary transitional duty.
 3. In addition to considerations included in this policy, decisions on temporary transitional duty assignments shall be made based upon the availability of an appropriate assignment given the employee's knowledge, skills and abilities, availability of transitional duty assignments, and the physical limitations imposed on the employee by the City selected physician.
 4. Every effort shall be made to assign employees to positions consistent with their position and job description. However, where deemed appropriate, personnel may be assigned to positions within other departments and positions designated for personnel of lower rank or pay or job description. Employees thus assigned shall:
 - a. retain the privileges of their rank but shall answer to the supervisor of the department to which they are assigned with regard to work responsibilities and performance; and
 - b. retain the job description and related benefits of the position held prior to their assignment to temporary transitional duty as controlled by the employment provisions of the City.
 - c. for work related accidents, if the employee is not retained at the same job descriptions of the position held prior to their assignment to transitional duty, workers-compensation temporary partial disability benefits may be available.

For work related accidents in which the employee is not immediately released to return to normal duty the following shall apply:

1. Immediately following treatment, the employee should report to his/her supervisor their condition and return to work status.
2. At the earliest possible opportunity, the Human Resources Department will discuss the case with the physician concerning the course and scope of the treatment and the ability of the employee to perform transitional duty. The Human Resources Department will then discuss with the supervisor the employee's transitional duty assignment.
- ~~3-1.~~ Within the first three days following an accident the supervisor shall contact the employee and inquire into the employee's ability to return to work.
- ~~4-2.~~ If the employee has not returned to work after three days, then the Human Resources Department shall call the doctor and the employee to check the employee's transitional duty status.
- ~~5-3.~~ If the employee is not able to return to work after three days, then the employee shall call the Human Resources Department to discuss the employee's transitional duty status and present the work status report provided by the treating physician immediately following each doctor's appointment.
- ~~6-4.~~ If it is determined that the employee may be medically able to perform transitional duty, the essential functions of the transitional duty shall be identified by the supervisor and reviewed with the employee.

Requests for and Assignment to Temporary transitional duty for non-work conditions:

1. Requests for temporary transitional duty assignments shall be submitted to the employee’s immediate supervisor. Requests must be accompanied by a statement of medical certification to support a requested reassignment, which must be signed by treating physician. The certificate must include an assessment of the nature and probable duration of the disability, prognosis for recovery, nature of work restrictions and an acknowledgment by the health-care provider of familiarity with the transitional duty assignment and the fact that the employee can physically assume the duties involved.
2. The request for temporary transitional duty and the physician’s statement shall be forwarded to the Human Resources Department, who shall make a recommendation regarding the assignment to the City Manager or his/her designee.

The City may require the employee to submit to an independent medical examination by a physician of the City’s choosing. In the event the opinion of this City selected physician differs from the foregoing health provider, the employee may request a third opinion at the employer’s expense. The employee and representatives of the City shall cooperate and act in good faith in selecting any third health care provider, and both parties shall be bound by that medical decision.

An employee who has not requested temporary transitional duty may be recommended for such assignment by submission of a request from the employee’s immediate supervisor. Such a request must be accompanied by an evaluation of the employee conducted by a competent medical authority expressing the need for temporary transitional duty or by a request/order for a medical or psychological fitness-for-duty examination.

Notice shall be provided to the employee of the proposed temporary transitional duty assignment together with justification for the recommendation. The employee may challenge the proposed reassignment using established City grievance procedures. Pending results of a grievance procedure, an employee may be reassigned if, in the opinion of the City Manager, failure to reassign may jeopardize the safety or health of the employee, other employees or the public. As a condition of continued assignment to temporary transition duty, employees shall be required to submit to periodic physical assessments of their condition as specified by the personnel department.

Formatted: Font: Bold

SECTION VIII: MISCELLANEOUS POLICIES
A. DRUG AND ALCOHOL TESTING PROGRAM

The City takes seriously the problem of drug and alcohol abuse, and is committed to provide a substance abuse free work place for its employees. This policy (See Appendix C) applies to all employees of the City, without exception, including part-time and temporary employees.

B. SEXUAL HARASSMENT

Sexual harassment includes conduct directed by men toward women, conduct directed by men toward men, conduct directed by women toward men, and conduct by women toward women. Consequently, this policy applies to all officers and employees of the City of Moberly, including, but not limited to, full and part-time employees, elected officials, regular and temporary/seasonal employees, employees covered or exempt from the personnel policies and procedures of the City, and employees working under contract for the City.

Definition

Sexual harassment includes but not limited to unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature in the form of pinching, grabbing, patting, propositioning, making either explicit or implied job threats or promises in return for submission to sexual favors, making inappropriate sex-oriented comments on appearance, telling embarrassing sex-oriented stories, displaying sexually explicit or pornographic material, no matter how it is displayed, or sexual assault on the job by supervisors, fellow employees, or on occasion, non-employees when any of this unwelcome conduct affects employment decisions, makes the job environment hostile, distracting, or unreasonably interferes with work performance. Such conduct is an unlawful employment practice and is absolutely prohibited by the City.

Making sexual harassment complaints

The City may be held liable for the actions of all employees ~~with regard to~~ about sexual harassment and will not tolerate the sexual harassment of its employees. The City will take immediate, positive steps to stop it when it occurs.

By law, the City is responsible for acts of sexual harassment in the work place where the City (or its agents or supervisory employees) knows or should have known of the conduct, unless it can be shown that the City took immediate and appropriate corrective action. The City may also be responsible for the acts of non-employees, with respect to the sexual harassment of employees in the work-place, where the City (or its agents or supervisory employees) knows or should have known of the conduct and failed to take immediate and appropriate corrective action.

Prevention is the best tool for the elimination of sexual harassment. Therefore, the following policy shall be strictly enforced. Any employee who feels he/she is being subjected to sexual harassment should immediately contact one of the persons below with whom the employee feels the most comfortable. Complaints may be made orally or in writing to:

1. The employee's immediate supervisor.

2. The employee's Department Head.
3. The City Manager.

In addition, the employee shall notify the Director of Human Resources about the activity upon which the complaint is based. If the immediate supervisor and/or the department head are notified by the employee of the offending conduct they shall immediately notify the Director of Human Resources.

Employees have the right to circumvent the employee chain of command in selecting which person to whom to make a complaint of sexual harassment. Regardless of which of the above persons the employee makes a complaint of sexual harassment to, the employee should be prepared to provide the following information:

- a) Official's or employee's (victim's) name, department, and position title.
- b) The name of the person or persons committing the sexual harassment, including their title(s), if known.
- c) The specific nature of the sexual harassment, how long it has gone on, and any employment action (demotion, failure to promote, dismissal, refusal to hire, transfer, etc.) taken against the employee ~~as a result~~because of the harassment, or any other threats made against the employee as a result of the harassment.
- d) Witnesses to the harassment.
- e) Whether the employee has previously reported the harassment and, if so, when and to whom.
- f) Whether the complaining employee has notified the harassing employee that the conduct is offensive.

Reporting and investigation of sexual harassment complaints

The Human Resources Director is the person designated by the City to be the investigator of complaints of sexual harassment against employees. If the sexual harassment complaint is against the Human Resources Director, the investigator will be the City Manager.

When an allegation of sexual harassment is made by any employee, the person to whom the complaint is made shall promptly prepare a report of the complaint according to the preceding section and submit it to the City Manager. The investigator shall make and keep a written record of the investigation, including notes of verbal responses made to the investigator by the person complaining of sexual harassment, witnesses interviewed during the investigation, the person against whom the complaint of sexual harassment was made, and any other person contacted by the investigator in connection with the investigation.

Upon conclusion of the investigation, the investigator shall prepare a report of the findings. The report shall include the written statement for the person complaining of sexual harassment, the written statement of witnesses, the written statement of the person against whom the complaint of sexual harassment was made.

Action on complaints of sexual harassment

Upon receipt of a report of a complaint of sexual harassment, the City Manager shall immediately review the report. If the City Manager determines that the report is not complete in some respect, he/she may question the person complaining of sexual harassment, the person against whom the complaint has been

made, witnesses to the conduct in question, or any other person who may have knowledge about the harassment.

Based upon the report and his/her own investigation, where one is made, the City Manager shall, within a reasonable time, determine whether the conduct of the person against whom a complaint of harassment has been made constitutes sexual harassment. In making that determination, the City Manager shall look at the record ~~as a whole~~ and at the totality of circumstances, including the nature of the conduct in question, the context in which the conduct, if any, occurred, and the conduct of the person complaining. The determination of whether sexual harassment occurred will be made on a case-by-case basis.

If the City Manager determines that the complaint of harassment is founded, he/she shall take immediate and appropriate disciplinary action against the employee guilty of sexual harassment, consistent with his authority under the municipal charter, ordinances, or rules governing his authority to discipline employees.

The disciplinary action shall be consistent with the nature and severity of the offense, and any other factors the City Manager believes relate to fair and efficient administration of the City government, including, but not limited to, the effect of the offense on employee morale, public perception of the offense, and the light in which it casts the City. The disciplinary action may include demotion, suspension, dismissal, warning, or reprimand. A determination of the level of disciplinary action shall also be made on a case-by-case basis.

A written record of disciplinary actions taken shall be kept, including verbal reprimands. In all events, an employee found guilty of sexual harassment shall be warned not to retaliate or threaten to retaliate in any way against the person making the complaint of sexual harassment, witnesses, or any other person connected with the investigation of the complaint of sexual harassment.

In cases where the sexual harassment is committed by a non-employee against a City employee in the work place, the Human Resources Director, in consultation with the City Manager, shall take necessary and lawful action against the non-employee to bring the sexual harassment to an immediate end. Employees are not only encouraged to report instances of sexual harassment, they are obligated to report them. Employees are also obligated to cooperate in every investigation of harassment. The identity of employees will be treated in a confidential manner.

The obligation includes, but is not necessarily limited to, coming forward with evidence, both favorable and unfavorable, for a person accused of such conduct and fully and truthfully making written reports or verbally answering questions when required to do so by an investigator. Employees are also obligated to refrain from making bad faith accusations of sexual harassment.

Disciplinary action may also be taken against any employee who fails to report instances of sexual harassment, or who fails or refuses to cooperate in the investigation of a complaint of sexual harassment, or who files a complaint of sexual harassment in bad faith.

C. POLITICAL ACTIVITY

Nothing in this section is intended to prohibit any municipal government employee from privately expressing his/her political views or from casting his/her vote in all elections. City employees, while on duty, in uniform, or on City property, are prohibited from participating in the following political activities:

1. Directly or indirectly solicit, receive, collect, handle, disburse or account for assessments, contributions, or other funds for a candidate for City office.
2. Organize, sell tickets to, promote, or actively participate in a fund-raising activity of a candidate for City office.
3. Take an active part in managing the political campaign for a candidate for City office.
4. Solicit votes in support of or in opposition to a candidate for City office.
5. Act as a recorder, watcher, challenger, or similar officer at the polls on behalf of a candidate for City office.
6. Drive voters to the polls on behalf of a candidate for City office.
7. Endorse or oppose a candidate for City office in a political advertisement, broadcast, campaign literature, or similar material.
8. Address a rally or similar gathering of the supporters or opponents of a candidate for City office.
9. Initiate or circulate a nominating petition for a candidate for City office.
10. Wear campaign buttons, pins, hats, or other similar attachment, or distribute campaign literature in support or opposition to a candidate for City office.
11. Engage in county, state, or federal political activities or elections during his/her on-duty City working hours.

The City Manager may grant a City employee a leave of absence to become a candidate for any office other than Mayor or Council member for the City of Moberly. No employee shall become a candidate for elective office for the City of Moberly. If elected to a full-time position outside of the City, the employee must resign his/her City position.

D. ACCEPTANCE OF GRATUITIES

No employee may accept any money or other consideration or favor from anyone other than the City for the performance of an act he/she would be required or expected to perform in the regular course of his duties, nor may any employee accept, directly or indirectly, any gift, gratuity, or favor of any kind that might reasonably be interpreted as an attempt to influence his actions with respect to City business.

E. INCLEMENT WEATHER LEAVE

When weather conditions appear to be so severe, the City Manager will determine whether the City will be open, start late, close early, and how compensation will be handled.

F. USE OF TOBACCO PRODUCTS

No person may, in a City facility, smoke or use any tobacco products in any designated nonsmoking areas. These areas are well marked. Violators of this policy will be subject to disciplinary action.

Purpose

To respond to requirements of Missouri Statutes and the increasing evidence that tobacco smoke creates a danger to the health of persons who are present in a smoke-filled environment and to establish City policy to regulate the use of smoking materials by City employees while on duty. Every attempt will be made to obtain to the greatest extent possible, freedom for those who choose to smoke.

Statement of Policy

“Smoking” as used in this policy shall mean and include the smoking or carrying of any kind of lighted pipe, cigar, or cigarette. Smoking will be restricted to designated areas as established by the Department Head of that Facility. The following areas have been so designated provided that the resulting smoke does not affect nonsmoking employees or the public:

Work Sites	Designated Smoking Area
City Hall	None
Airport Office	None
Park & Recreation Office	None
Park Maintenance Building	None
Howard Hills Sport Complex	None
Aquatic Center	None
Municipal Court	North End of Building
Municipal Auditorium	None
Police Station	None
Cemetery Maintenance Building	Break Area Only
Street Barn	Shop Area Only
Fire Station #1	Bay Area only
Fire Station #2	Bay Area Only
Water Filtration Plant	None
Wastewater Plant	Garage Area Only
Water Maintenance Building	Bay Area Only

Vehicles

No smoking while operating or as a passenger in city equipment such as automobiles, all trucks, construction equipment or any heavy equipment with and without cabs, and any city equipment using a combustible fuel.

Areas designated for smoking may change from time to time to meet the needs of the City and desires of its employees and the public. In the event there is a conflict about the establishment of a smoking area, the right of the nonsmokers to breathe clean air free from harmful smoke shall supersede the right to smoke.

Signs prohibiting smoking shall be conspicuously posted in every facility and major work area where smoking is prohibited. Ashtrays will not be kept in non-smoking areas. Ashtrays will be made available in the designated smoking areas and are always to remain in the designated areas at all times. Smoke breaks are to be confined to the affected employee’s lunch period or rest break.

Procedure

The effectiveness of this policy shall depend largely on the understanding and willingness of all employees to abide by its provisions and to request others to do so. Smokers must consider the health concerns and comforts of their non-smoking co-workers and non-smokers must consider the freedom of choice of the smoker. It shall be the responsibility of each employee to abide by the rules and regulations contained in this policy, and it shall be the responsibility of the affected Department Head to see that the policy is applied in an equitable manner and adhered to by all employees.

Complaints of violation of the policy should be directed to the Department Head responsible for the ~~particular~~ work area or facility involved in the complaint. The Department Head shall be responsible for notifying the violator of the pertinent portions of this policy. Failure to comply with the policy after proper notification shall initiate the City's progressive discipline procedures.

G. PERSONAL TELEPHONE CALLS

The use of the telephone during regular work hours for local calls of a personal nature is permitted but should be limited to a minimum length in talk time. Long-distance calls should be made only for business and with use of the department code from which the call is being made.

H. FIGHTING, HORSEPLAY, & PROPERTY DAMAGE

Fighting, horseplay, and intentionally defacing or damaging City property are not permitted. Employees engaging in these activities will be subject to disciplinary action that could include termination.

I. GARNISHMENT

Employees can easily find themselves in financial trouble, occasionally requiring creditors to file garnishments against them. ~~In an effort to~~To prevent such occurrences, employees are encouraged to seek assistance from consumer finance counseling agencies located in the area. Names and telephone numbers of these agencies can be obtained from the Human Resource Department's office.

J. BULLETIN BOARDS

The City maintains bulletin boards at numerous locations on which important information connected with an employee's work is posted from time to time. Cooperation is needed in protecting the posted material. All material to be placed on the bulletin boards must be approved by the appropriate supervisor before it is posted. Materials shall be removed from bulletin boards by the appropriate City personnel.

K. TRIP REIMBURSEMENT

Trips that involve reimbursement and/or City expense may not be undertaken without prior approval of the Department Head or City Manager. Reimbursement for expenses incurred during official travel will be reimbursed in accordance with the Administrative Procedure Guidelines ~~For~~for Travel (see Appendix D).

L. USE OF CITY VEHICLES AND EQUIPMENT

All City vehicles and equipment are for official use only. Drivers and/or operators must have a valid Missouri Drivers License and must wear seat belts and comply with all other traffic and equipment laws and regulations (See section 5 of the Loss Prevention Manual). No person other than a City employee may operate a City vehicle or piece of machinery without consent of authorized city employee.

M. WEB TIME SHEETS

All departments must have their web time sheets ~~turned in to the Human Resource Department~~ approved by 9:00 a.m. ~~Friday~~ Monday morning every other week for the previous two-week work period. All time sheets must be ~~signed~~ approved by the appropriate Department Head and by the City Manager or his/her designee when there is overtime.

N. LEAVE OF ABSENCE

Special leave is time off from regular work that can be granted with or without pay at the direction of the Department Head. Leave with pay may be granted for attendance at job related professional meetings or for educational purposes.

Special leave without pay may be granted for a period not to exceed 90 days for other good and sufficient reasons that are considered controllable. This leave requires the prior approval of the City Manager. An employee on special leave without pay will not accrue sick or vacation leave while on special leave status.

This provision shall not be construed to eliminate other possible needs for special leave. However, this leave will not be chargeable to either sick leave or vacation leave. Every application for special leave must be accompanied by a complete explanation of the reason for absence.

O. RISK MANAGEMENT

An effective risk management program is essential to the health, safety, and general well being of the community and City employees. The City is striving to provide each employee a safe working environment. Each employee, however, is expected to do his or her part and be safety conscious while on the job. Supervisors and Department Heads are responsible for providing employees with the appropriate safety equipment and to see that it is properly used. Each employee is required to wear appropriate safety equipment. There are no exceptions.

The following safety polices are to be followed by all City employees. They are designed to provide a safe and healthy work environment for all employees:

1. The existence of any unsafe conditions must be reported in writing on the prescribed forms to the employee's supervisor and the safety coordinator. Accidents and injuries that result or may result in treatment by a physician must be reported immediately to the Human Resources Department.
2. The Safety Committee and Human Resources Department reviews and investigates every accident and injury that occurs. The Safety Committee and Human Resources Department advise the City Manager on the results of all investigations and any actions that could reduce exposure to losses.
3. Monthly safety training meetings will be conducted by each Department Head or the departmental safety officer. These training meetings are coordinated by the safety coordinator and cover general safety as well as the particular safety demands of each department. Documentation is maintained of the topics covered at all safety meetings and the names of employees in attendance.

4. Hard hats, which meet A.N.S.I. specifications, will be provided by the City and worn at all times by employees working in areas where there is a potential for head injury by falling and flying objects, or from electrical shocks or burns. Metal hard hats are not permitted.
5. Fluorescent orange safety vests or international orange shirts or jackets will be worn by all construction or maintenance personnel engaged in any activity on streets or rights-of-way and/or anytime there is possible danger of being struck by passing traffic.
6. Safety goggles must be worn when sledging, hammering, and sawing on metal or concrete, chipping, welding, grinding, working in dusty places, handling of chemicals or acids, or other operations where eye injuries may result.
7. Ear protection in the form of earmuffs or approved earplugs will be worn on all high noise level jobs as directed. Cotton will not be used as plugs.
8. Approved respirators are to be used when conditions warrant. They must be kept clean and sanitary; and will be inspected often by the safety coordinator.
9. Shoes that provide adequate protection relative to the work performed are required. Department Heads are required to specify the type of safety shoe necessary for the work performed.
10. Gloves with palms made of leather or other serviceable material should be worn when handling materials or objects that tend to injure hands.
11. Employees required to work around moving equipment or machinery are required to wear safe clothing. Employees are cautioned about the danger of loose clothing, rings, bracelets, and jewelry around moving equipment.
12. The use of gasoline for the purpose of cleaning equipment or tools or for starting fires is prohibited. Small quantities of gasoline may be transported only in approved safety containers. Gasoline engines must be shut off when refueling.
13. Tampering with or unauthorized removal of fire extinguishers from assigned locations is prohibited.
14. Compressed air is not to be used for dusting off clothes or equipment without proper protection equipment.
15. No employee, other than the operator, may ride on any piece of equipment unless specifically authorized to do so. Operation of any City equipment without proper authorization is prohibited.
16. No employee may operate any machinery, equipment, or tools unless properly instructed in its use and thoroughly familiar with all details of its operation.
17. All switches and drives on machinery and tools must be shut off before cleaning, greasing, oiling, or ~~making adjustments~~ adjusting or repairs.
18. All machinery guards shall be kept in place while machinery is in operation. Tampering with machine guards is prohibited and any removal requires prior approval of a responsible supervisor. All guards are to be promptly replaced after any repair or maintenance work is completed.
19. No employee may work under lifted loads. Equipment operators must avoid carrying loads over employees.
20. Hand tools are not to be used except for the use intended. All damaged tools or worn out parts should be reported to the supervisor for replacement or repair.
21. No employee may enter an un-shored trench or excavation greater than four feet in depth unless the slopes are laid back in accordance with OSHA standards. No employee may enter a trench without someone present on the surface.
22. No employee may remove a cover or guardrail from any floor or street opening without specific authority.

23. Tools, equipment, machinery, and work areas are to be maintained in a clean and safe manner. Any defects should be reported to a supervisor.
24. Common sense health and sanitation rules must be observed for the welfare and consideration of other employees.
25. Proper lifting procedures (back as straight as possible and with knees bent) must be practiced. If the load is too heavy to lift safely, get help.
26. Electric power tools must be properly grounded before being put into operation.
27. Work areas on streets, roads, sidewalks, and other work sites where vehicular and pedestrian traffic creates a hazard must be properly signed and barricaded as directed by the supervisor and the safety coordinator.
28. Storage and warehouse areas will be kept in clean and safe condition.
29. Confined space entry will be performed according to Federal law OSHA Standards.
30. Safety belts should always be on ~~at all times~~.

P. FRATERNIZATION

Improper fraternization is discouraged throughout the City of Moberly. Improper fraternization includes dating, romantic, sexual relationships, or other forms of intimate personal interactions or relationships which may result in creating conflicts of interest, the appearance of favoritism, or the risk that confidential City information may be compromised. Consequently, the City of Moberly's elected and appointed officials, supervisors, and managers at all levels must refrain from fraternizing with subordinates. This restriction applies not only in direct reporting relationships, but also to working relationships where the official or supervisor is in a positionable to influence the terms or conditions of the subordinate's job.

When improper fraternization under this policy comes to the attention of management, management shall determine whether any action is required. If the determination is made that the improper fraternization requires some action, the individuals involved may be reassigned, or if reassignment is not feasible, one of the involved individuals may be terminated. When selecting the individual who will be terminated, due consideration will be given to the relative value of the individuals involved to the organization. Where it is not possible to determine the individual most important to the City's ongoing operations, the individuals involved will be given the opportunity to decide who will be terminated and, failing agreement, the longevity of the employees will determine the issue with preference given to the most-tenured employee.

Q. CARRYING OF CONCEALED WEAPON DURING TIME OF EMPLOYMENT

It shall be the policy of the City of Moberly that no full-time, part-time, contracted, or otherwise compensated employee shall carry a concealable firearm while such persons are performing activities for or on behalf of the city. Any such person violating this policy may face disciplinary action including termination.

The restrictions set forth by this policy shall not apply to licensed and commissioned law enforcement personnel employed by the City of Moberly or any other licensed and commissioned peace officer of all state, county, and municipalities possessing the duty and power of arrest for violation of the general criminal laws of the state or for violations of ordinances of the counties or municipalities of the state whether such officers are within or outside their jurisdictions on or off duty, unless the Chief of Police has

implemented such prohibitions as part of departmental procedures in processing prisoners and/or ensuring officer safety and the security of the police department.

R. DRESS CODE POLICY

Due to the fact not all casual clothing is suitable for the office, these guidelines will help employees determine what is appropriate to wear to work. Clothing that works well for the beach, yard work, dance clubs, exercise sessions, and sports contests shall not be appropriate for a professional, casual appearance at work.

Clothing that reveals too much cleavage, back, chest, stomach, or underwear is not appropriate for a place of business. Clothing should fit properly, neither too loose nor too tight. In our work environment, clothing should be neat in appearance.

No dress code can cover all contingencies, so employees must exert a certain amount of judgment in their choice of clothing to wear to work. In case of uncertainty about acceptable casual attire for work, employees should consult their supervisor or the Human Resources Department.

If clothing fails to meet these standards, as determined by the employee's supervisor and Human Resources staff, the employee will be asked not to wear the inappropriate item to work again. If the problem persists, the employee may be sent home to change clothes and will receive a verbal warning for the first offense. Progressive disciplinary action will be applied if dress code violations continue.

S. FRAUD POLICY

The City of Moberly, Missouri is committed to the highest standards of moral and ethical behavior by its employees, administrators, and elected officials. The purpose of this policy is to prohibit dishonest and/or fraudulent activity and to establish procedures for reporting fraudulent activities to City administrators. This policy details responsibility and assignment of internal City controls and investigations relating to fraud.

This policy applies to any fraud, or suspected fraud, involving employees, administrators, elected officials, as well as outside consultants, contractors, and vendors who have a business relationship with the City. This policy also applies to members of local boards, agencies, and commissions over which the City Council has authority of its general policies.

The City of Moberly is guided by a Code of Ethics under Section II of the City Personnel Manual. Through all its levels of management, the City is responsible for the prevention and detection of fraud, misappropriation of City funds, or any other deemed inappropriate conduct. All employees of the City of Moberly are required to assist in the prevention of fraudulent activity, and remain committed to providing the highest quality of services to the citizens. Any case of fraud detected or suspected will be reported immediately to the City Manager, who will initiate an investigation into the matter, with other applicable departments and/or law enforcement agencies as deemed necessary. Any individual found to have engaged in fraudulent activity, as defined by this policy, will be subject to disciplinary action by the City of Moberly, which may include dismissal and/or prosecution by the appropriate authorities.

Fraud is herein defined as the use of dishonesty, deception, or false representation in order to gain a material advantage or to injure the interest of others. Examples include:

1. Forgery or alteration of any document or account belonging to the City of Moberly.
2. Forgery or alteration of a check, bank draft, or any other financial document.
3. Misappropriation of funds, securities, supplies, or other assets.
4. Impropriety in the handling or reporting of money or financial transactions resulting in the personal gain of any individual.
5. Disclosing confidential information to outside parties resulting in the personal gain of any individual.
6. Accepting or seeking material value from vendors, contractors, or other persons providing services/materials to the City.
7. Destruction, removal or inappropriate use of records, furniture, fixtures, and equipment resulting in the personal gain of any individual.
8. Authorizing or receiving compensation for hours not worked.

Any employee who has knowledge or reason to suspect that any type of fraudulent behavior has occurred will notify his/her immediate supervisor. If the employee is not comfortable reporting this to his/her immediate supervisor, then he/she can report any suspicion directly to the Department Head. All employees will cooperate pursuant to this procedure and will not by any means personally investigate the suspected fraud. The City Manager or investigating authority dictates the limits of all communication pertaining to the suspected fraudulent behavior.

Upon notification by an employee of suspected fraudulent behavior, the supervisor will notify his/her immediate supervisor or Department Head. The supervisor will not attempt to investigate the suspected fraud.

Upon notification by an employee or supervisor of suspected fraudulent behavior, the Department Head will immediately contact the City Manager's Office. The Department Head will not attempt to investigate the suspected fraud.

Upon notification by a Department Head of suspected fraudulent behavior, the City Manager's Office will oversee and coordinate all actions taken during the ~~course of the~~ investigation. The City Manager's office will coordinate the investigation with assistance and resources provided by the Police Department, the City Attorney, and any additional personnel deemed essential.

Upon notification by the City Manager's Office, the Police Department will provide direct assistance ~~in the course of during~~ the investigation. If suspected criminal fraud has occurred, the Police Department will assume primary responsibility for conducting the investigation, and coordinate with the Office of the City Attorney.

Upon request by the City Manager's Office, the City Attorney will provide legal advice and guidance to all persons who are directly involved in the investigation and reporting of the alleged fraud.

After an initial review and determination that the suspected fraud warrants additional investigation, the City Manager will take immediate action to prevent the theft, alteration, or destruction of pertinent

records. The individual(s) assigned to conduct the investigation will notify the City Manager after a preliminary review and a determination that the case warrants further investigation. The City Manager will coordinate the investigation with the appropriate law enforcement officials and the City Attorney. All participants in a fraud investigation will keep the details and results of the investigation confidential. Applicable City staff will notify investigating personnel if review of records requires confidentiality. If suspected fraud is substantiated by the investigation, the City will take the appropriate action in conformance with its Personnel Policies and Procedures. Violations of the City's Fraud Policy will result in disciplinary actions up to and including dismissal. At the ~~conclusion~~end of the investigation, the individual (s) conducting the investigation will document the results in a confidential memorandum prepared for the City Manager and City Attorney. After review, a copy will then be provided to the appropriate Department Head.

It is a violation of this procedure to retaliate against or penalize any individual for reporting fraud or for cooperating, giving testimony, or participating in an audit investigation, proceeding, or hearing. Appropriate disciplinary action will be taken against those found retaliating against the employee. Allegations that fall outside the parameters of this policy, such as personal improprieties, whether moral, ethical, behavioral, safety, or work environment related, should be resolved by City management in conjunction with the Human Resources Department.

T. CELLULAR PHONE POLICY

This policy about cellular phone usage applies to any mobile device that makes or receives phone calls, leaves messages, sends text messages, accesses the Internet, or downloads and allows for the reading of and responding to e-mail, regardless of whether the device is City-supplied or personally owned, as well as using any such device while operating a City-owned vehicle.

City Owned and Supplied Devices or Vehicles

An employee who uses a City-supplied device or a City-supplied vehicle is prohibited from using a cell phone or similar device while driving, whether the business conducted is personal or City-related. This prohibition includes receiving or placing calls, text messaging, accessing the Internet, receiving or responding to e-mail, checking for phone messages, or any other purpose related to your employment, volunteer activities, meetings, or civic responsibilities performed for or attended in the name of the City, or any other City or personally related activities not named here while driving. Use of City owned vehicles or devices for personal business is discouraged and should be limited to emergency situations.

Cell Phones or Similar Devices at Work

Employees may utilize their personal or City-supplied cellular phones for business purposes. At the same time, cell phones are a distraction in the workplace. Employees must limit their personal use of cell phones during working hours to breaks, lunch periods, or other times when not actively working.

To ensure the effectiveness of meetings, employees are asked to mute cell phones or, on the unusual occasion of an emergency or anticipated emergency that requires immediate attention, the cell phone may be on vibrate mode.

Personal Cell Phone or Similar Device Use for Business

The prohibition of cell phone or similar device use while driving includes receiving or placing calls, text messaging, accessing the Internet, receiving or responding to e-mail, checking for phone messages, or any other purpose related to your employment, volunteer activities, meetings, or civic responsibilities performed for or attended in the name of the City; or any other City related activities not named here while driving. You may not use your cellular phone or similar device to receive or place calls, text messages, access the Internet, check phone messages, or receive or respond to e-mail while driving.

The City recognizes that the use of cell phones while driving significantly increases the risk of accidents and injuries. Therefore, employees must stop their vehicle in a safe location in order to use a cell phone or similar device. The use of a cell phone or similar device while driving is prohibited.

Employees who violate this policy will be subject to disciplinary action up to and including termination of employment.

U. COMPUTER USAGE POLICY: INTERNET, E-MAIL, AND SOCIAL MEDIA

The City of Moberly has established certain conditions and guidelines for use of all computer and related media (see Appendix A).

V. WHISTLEBLOWER PROTECTION POLICY

The City of Moberly requires directors, officers and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of the City of Moberly, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

Reporting Responsibility

This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns internally so that the City of Moberly can address and correct inappropriate conduct and actions. It is the responsibility of all Department Heads, officers, and employees to report concerns about violations of the City of Moberly's code of ethics or suspected violations of law or regulations that govern the City of Moberly's operations.

No Retaliation

It is contrary to the values of the City of Moberly for anyone to retaliate against any Department Head, officer, and employee who in good faith reports an ethics violation, or a suspected violation of law, such as a complaint of discrimination, or suspected fraud, or suspected violation of any regulation governing the operations of the City of Moberly. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment.

Reporting Procedure

The City of Moberly has an open-door policy and suggests that employees share their questions, concerns, suggestions, or complaints with their supervisor. If you are not comfortable speaking with your supervisor or you are not satisfied with your supervisor's response, you are encouraged to speak with your Department Head. Supervisors and Department Heads are required to report complaints or concerns about suspected ethical and legal violation in writing to the City of Moberly's City Manager or his/her

designee, who has the responsibility to investigate all reported complaints. Employees with concerns or complaints may also submit their concerns in writing directly to their supervisor or Department Head or the City Manager.

Compliance Officer

The City of Moberly’s City Manager or his/her designee is responsible for ensuring that all complaints about unethical or illegal conduct are investigated and resolved. The City Manager will advise the City Council and/or Department Head of all complaints and their resolution and will report at least annually to the Finance Director or Auditor on compliance activity relating to accounting or alleged financial improprieties.

Accounting and Auditing Matter

The City of Moberly’s City Manager or his/her designee shall immediately notify the Finance Director/Auditor of any concerns or complaint regarding city accounting practices, internal controls, or auditing and work with the Finance Director/Auditor until the matter is resolved.

Acting in Good Faith

Anyone filing a written complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

Confidentiality

Violations or suspected violations may be submitted on a confidential basis by the complainant. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

Handling of Reported Violations

The City of Moberly’s City Manager or his/her designee will notify the person who submitted a complaint and acknowledge receipt of the reported violation or suspected violation. All reports will be promptly investigated, and appropriate corrective action will be taken if warranted by the investigation.

W. BREASTFEEDING POLICY.

1. Employees shall be provided reasonable time to express milk while at work for up to one year following their child's birth each time the employee has need to express milk. Employees should use usual break and meal times for expressing milk, when possible. If additional time is needed beyond the provided breaks, employees may use personal leave or may make up time as negotiated with her supervisors.

2. Employees will provide a private place, other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public, to express breast milk.

SECTION IX: SEPARATIONS AND DISCIPLINARY ACTIONS**A. TYPES OF SEPARATIONS**

All separations of employees from positions with the City government are designated as one of the following types and must be accomplished in the manner indicated: resignations, layoff, inability to perform the essential functions of the job with or without reasonable accommodation, death, retirement, and dismissal. At the time of separation and prior to final payment, all records, assets, and other items of City property in the employee's custody must be transferred to the department. Any amount due because of shortages will be withheld up to the amount allowed by law from the employee's final compensation.

B. RESIGNATION

If a non-exempt employee decides to leave the City's employment, two weeks' notice must be given to his/her supervisor so that arrangements for a replacement can be made. If an exempt employee decides to leave the City's employment, four weeks' notice must be given to his/her supervisor. In such a case, employees will be expected to return all City equipment. An unauthorized absence from work for a period of three consecutive working days may be considered by the City as a resignation. Employees that have a set resignation date must use accumulated comp time and/or vacation time prior to utilizing sick time.

C. LAYOFF

The City Manager may authorize layoff of employees when deemed necessary by reason of shortage of funds, the abolition of a position, or other material changes in the duties or organization of the employee's position, or for related reasons that are outside the employer's control and which do not reflect discredit upon the service of the employee.

The duties performed by an employee laid-off may be assigned to other employees already working who hold relevant positions. Temporary/seasonal employees will be laid-off prior to the layoff of trial or regular employees. The order of layoff will be in reverse order to total continuous time served upon the date established for the layoff to become effective. A laid-off employee who is reinstated as an employee

of the City within 90 days from the date he/she was laid off is reinstated with full benefits as if they had not been laid off.

D. DISABILITY

An employee may be separated for disability when he/she cannot perform required duties because of physical or mental impairment, that cannot be accommodated without undue hardship, or because the disability poses a direct threat to the health and safety of others. Reasonable accommodations include transfer to a position for which the individual is qualified. Action may be initiated by the employee or the City, but in all cases, it must be supported by medical evidence acceptable to the City Manager and the disability must prevent the employee from performing the essential functions of the job. The City may require an examination at its expense to be performed by a licensed physician of its choice. The Human Resources Department should be consulted concerning any employee who may qualify for long-term disability.

E. RETIREMENT

Whenever an employee meets the conditions set forth in the retirement system regulations, he/she may elect to retire and receive all benefits earned.

F. DEATH

Separation is effective on the date of death of an employee. All compensation due in accordance with these policies will be paid to the legally designated person(s), except for sums that by law must be paid to the surviving spouse.

G. UNSATISFACTORY ANNUAL REVIEW

Any employee who receives an unsatisfactory annual review is subject to disciplinary action. The type and severity of penalty is subject to prior work performance and behavior and can result in dismissal. After an unsatisfactory annual review, the employee is reviewed and counseled monthly ~~in an attempt~~ to return the employee's performance and/or behavior to satisfactory performance. Monthly reviews may continue for not more than three consecutive months of satisfactory performance. Each unsatisfactory monthly review will carry the same disciplinary ramifications as an unsatisfactory annual review.

H. DISCIPLINARY ACTION

Whenever an employee's performance, attitude, work habits, or personal conduct fall below a desirable level, supervisors must inform employees promptly and specifically of these lapses and give them counsel and assistance. Disciplinary action forms can be obtained from the Human Resources Department. If appropriate and justified, a reasonable period ~~of time~~ for improvement may be allowed before initiating disciplinary action. In some instances, a specific incident in and of itself may justify severe initial disciplinary action. However, the action to be taken depends on the seriousness of the incident and the whole pattern of the employee's past performance and conduct.

The employee shall be furnished an advance written notice containing the nature of the proposed action, the reasons therefore, and his/her right to appeal the charges, notwithstanding provisions noted in Section IX indicating that during the ~~advance~~-notice period the employee may be retained in duty status, placed on leave, or suspended with or without pay at the discretion of the City Manager. The notice shall be

furnished at least one calendar week, when possible, prior to the proposed effective date of the action. If the employee fails to respond to the ~~advance~~ notice pursuant to the appeals process, the proposed action shall be effective on the date specified with no need for further action.

The list below is items declared to be grounds for warning, demotion, suspension, demotion, or dismissal. This list is not all-inclusive:

1. Conviction of a felony or a misdemeanor involving moral turpitude or conduct related to the performance of one's duties.
2. Incompetence, ineffectiveness, inefficiency, or wastefulness in the performance of assigned duties.
3. Repeated carelessness, damages, loss, or neglect in the care and handling of City property or equipment (buildings, tools, machinery, vehicles, clothing, etc.).
4. Insubordination: failure to obey any lawful directive made and given by a superior; non-compliance with rules, policies, assignments, or procedures, provided the individual has been instructed in what is expected.
5. Repeated absence with or without leave from duty without permission, proper notice, or satisfactory reason. If absent for more than three days without prior notification to the department head, it will be assumed that the individual has resigned.
6. Abuse of sick leave privileges or use under false pretenses.
7. Repeated tardiness.
8. Intentional failure or refusal to carry out legitimate and legal instructions.
9. Repeated use of alcoholic beverages to excess or the illegal use of narcotics.
10. Introduction, possession, or use of intoxicating liquors or narcotics on City property, in City vehicles, on the job, or proceeding to or from work.
11. Misappropriation, destruction, theft, or conversion of City property.
12. Obtaining materials or leave time based on fraudulent information, dishonesty, stealing, or other criminal acts.
13. Falsifying records or falsification of any information used or requested by the City.
14. Refusal or neglect to pay just debts. Maintenance of effort to pay debts must be shown to clear individual of neglect charges. The garnishment of wages is viewed with disfavor because of the expense of responding. Excessive garnishments on more than one indebtedness may result in discipline or discharge if permitted by law.
15. Repeated convictions on misdemeanors and/or traffic charges.
16. Failure to properly report accidents or personal injury.
17. Acts of misconduct while on duty.
18. Inducing or attempting to induce any employee to commit an illegal act or to act in violation of any lawful and reasonable departmental or official regulation, rule, policy, or to participate therein.
19. Use of abusive or improper treatment to an individual in custody, provided the act committed was not necessarily or lawfully done in self-defense, to protect the lives of others, or to prevent the escape of a person lawfully in custody.
20. Offensive conduct or language toward the public, toward City officials, or other employees.
21. Solicitation or acceptance of money or anything of value to influence decisions in City matters or as a reward for such decisions.
22. Conduct in private life which brings discredit upon the City service.

23. Engaging in personal business/other occupation while on duty or using City vehicles or equipment for personal use except as such use may be in conjunction with a specific program or assignment.
24. Disregard for safety policies, procedures, reporting requirements, and/or proper use of safety gear, clothing, or equipment.
25. Engaging in activities which constitute a conflict of interest.
26. Engaging in activities which interfere with the individual's or another individual's performance of their duties.
27. Disregard for the City's Equal Employment Opportunity Affirmative Action Policies.
28. Willful bypassing of the chain of authority concerning personnel matters and conditions of employment.
29. Disregard or inability to maintain compatible working relations with other employees and/or supervisor(s).
30. Any other continued or serious violation of these rules and regulations.
31. Sleeping on the job.
32. Loss of driver, chauffeur's license, or appropriate required licenses, loss of driving privileges due to excess or extreme traffic violations and convictions if driving a City vehicle is included in the employee's duties.
33. Disloyalty - talking against the City Council and/or City Administration.
34. Unauthorized use or possession of weapons, firearms, or explosives on City property or in City vehicles.
35. Any action which does harm to the City, its employees, or citizens of the City.

Types of Disciplinary Action

Oral Reprimand

Whenever an employee's performance, attitude, work habits, or professional conduct fall below a desirable level, the supervisor shall inform the employee promptly and shall give him/her counsel and assistance. If appropriate and justified, a reasonable period of time for improvement may be allowed before initiating disciplinary actions. The supervisor will place a memo in the employee's file stating the date of the oral reprimand, what was said to the employee, and the employee's response.

Written Reprimand

In situations where an oral warning has not resulted in the expected improvement, or when more severe additional action is warranted, a written reprimand may be sent to the employee and a copy shall be placed in the employee's personnel folder.

Suspension

An employee may be suspended for up to and including five days without pay by the City Manager, not to exceed a total of 10 days in any 12-month period. Pursuant to the appeals process, a written statement of the reason for suspension shall be submitted to the employee affected and to the members of the Employee Review Board at least 24 hours prior to the time the suspension becomes effective provided that, during the advanced notice period, the employee may be retained in duty status, placed on leave, or suspended with or without pay at the discretion of the City Manager. The employee will be granted a hearing before the Employee Review Board, upon request, pursuant to the appeals process. An employee determined to be innocent of the charges shall be returned to duty with full pay for the period of

suspension. All records associated with a suspension shall become a permanent part of the employee’s personnel file. Under certain circumstances, an employee may be suspended without 24 hours notice if it is in the best interest of the City.

Demotion

A demotion is an assignment of an employee from one position to another, which has a lower maximum rate of pay, rank, and responsibility. In addition to the reasons listed above, an employee may be demoted for any of the following reasons:

1. Because his/her position is being abolished and he/she would otherwise be laid off.
2. Because his/her position is being modified to include changed or increased skills and qualifications which he/she lacks.
3. Because there is a lack of work.
4. Because there is a lack of funds.
5. Because another employee, returning from authorized leave granted in accordance with the rules on leave, will occupy the position to which the employee is currently assigned.
6. Because the employee does not possess the necessary qualifications to render satisfactory service to the position he/she holds.
7. Because the employee voluntarily requests such a demotion and it is available.
8. As a reasonable accommodation when an employee, due to a disability, becomes unable to perform the essential functions of the job.

When an employee is demoted to a lower position and the employee’s rate of pay is higher than the maximum rate for the new position, the employee’s salary shall be reduced to the maximum rate for that lower position.

Dismissal

A dismissal is a disciplinary action resulting in the separation from employment from the City for cause.

I. GRIEVANCE PROCEDURE

It shall be the policy of the City to provide a procedure for the presentation and mutual adjustment when circumstances of misunderstanding or disagreement arise involving employees. The grievance procedure set forth below is to assure employees that their problems and complaints shall be considered fairly, rapidly, and without reprisal. The granting of this right of grievance shall in no way constitute a property interest for the employee; in continued employment. The City is and remains an at-will employer. This Grievance Procedure is the exclusive remedy for employment disputes, and the determination made in the Procedure is final and binding on the City and the employees.

A grievance is a dispute arising between or among employees and/or between an employee and the employee’s supervisor and/or the employee’s Department Head and/or the City relative to some aspect of employment, interpretation of regulations and policies, or some management decision, including disciplinary actions ~~other than dismissal~~, affecting the employee. A grievance may arise from an employee’s complaint about or disagreement with any of the following:

1. Some aspect of employment and/or employment conditions, other than as excepted below;

Formatted: Font: Bold

Formatted: Default, Justified

Formatted: Font: 11 pt

Formatted: Font: Not Bold, Not Italic

Formatted: Default, Justified, No bullets or numbering

Formatted: Font: 11 pt

Formatted: Default, Justified

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Default, Justified, Space After: 2.95 pt, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.5" + Indent at: 0"

- 2. A relationship between the employee and his/her supervisor and/or the employee's Department Head and/or the City;
- ~~3.1.~~ A relationship between the employee and other employees;
- 4.1. Harassment (~~other than sexual; see Section XVIII B~~) of the employee in his/her capacity as an employee of the City;
- ~~5.1.~~ The application or interpretation of procedures and/or policies;
- 6.1. Management or administrative decisions or directives affecting the employee's health, safety, workplace, equipment, or material used;
- 7.1. Disciplinary actions involving the employee; ~~and~~
- 2. Other related items, other than as excepted below; ~~and~~

~~8.3. A dispute arising from a collective bargaining agreement between a labor organization and the City, in which case the labor organization representing the employees covered by the collective bargaining agreement may pursue the grievance on behalf of the employees it represents.~~

Reservation of Management Rights

Nothing in this procedure is intended to circumscribe or modify the existing right of the City of Moberly to manage the affairs and operations of City. Accordingly, the following complaints shall not be grievable:

- 1. Work activity accepted by the employee as a condition of employment;
- ~~1.~~ Work activity which may reasonably be expected to be a part of the job content;
- ~~2.~~
- ~~3.1.~~ The contents of ordinances, statutes, or established personnel policies, procedures, rules, and regulations;
- 4.1. Failure to promote, except where the employee can show established promotional policies or procedures were not followed or applied fairly;
- ~~5.1.~~ The determination of the methods, means, and personnel by which work activities are to be carried out;
- ~~6.1.~~ Termination, layoff, demotion, or suspension from duties because of lack of work, reduction in work force, emergencies, or job abolition, ~~except where such action affects an employee who has been reinstated within the previous six month as the result of the final determination of a grievance provided that in any grievance brought under this exception, such action by the City shall be upheld upon a showing by management that (1) there was a valid business reason for the action, and (2) the employee was notified of such reason in writing prior to the effective date of the action;~~
- 7.1. The hiring, ~~promotion, transfer, assignment, and retaining~~ of employees in positions within the City.

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Default, Justified, Don't add space between paragraphs of the same style, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.5" + Indent at: 0"

Formatted: Font: 11 pt

Formatted: Font: Not Bold, No underline

Formatted: Font: Not Bold

Formatted: Default, Justified

Formatted: Font: 11 pt

Formatted: Font: Not Bold

Formatted: Font: 11 pt

Formatted: Default, Justified

Formatted: Font: 11 pt

Formatted: Default, Justified, Space After: 2.95 pt, Outline numbered + Level: 7 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.5" + Indent at: 0", Tab stops: Not at 0.25"

Formatted: Font: 11 pt

Formatted: Default, Justified, Indent: Left: 0.5", Space After: 2.95 pt, No bullets or numbering

Formatted: Font: 11 pt

Formatted: Default, Justified, Space After: 2.95 pt, Outline numbered + Level: 7 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.5" + Indent at: 0"

Formatted: Font: 11 pt

Formatted: ...

Formatted: Font: 11 pt

Formatted: ...

Formatted: Font: 11 pt

Formatted: ...

Formatted: Font: 11 pt

Formatted: ...

Formatted: Font: 11 pt

Formatted: ...

Formatted: Font: 11 pt

Formatted: ...

Coverage of Personnel

1. Covered Personnel

All regular employees of the City covered by this Personnel System, excluding those described below in Subsection 2, of this Chapter, are entitled to file grievances.

2. Non-Covered Personnel

- a) Temporary/Seasonal and Part-time employees;
- b) Probationary employees, including employees whose Introductory Period may have been extended, except employees on probation as a result because of promotion, transfer, or non-disciplinary demotion who may utilize the grievance procedure for all permitted purposes except to challenge demotion or transfer to their prior position;
- c) Elected officers and their employees;
- d) Members of Boards, Commissions, Committees, and Officers appointed by Council.

A grievance may not arise from any of the following:

- 1. Personnel actions pertaining to position classifications;
- 2.1. Pay and/or other forms of compensation including employee fringe benefits;
- 1. Demotions, transfers, and layoff because of the abolishment of positions;
- 3.
- 4.1. Employee performance evaluations.

The Grievance Process

The following procedure is to be followed to resolve an employee grievance. The purpose of the procedure is to determine what is fair and just rather than who is right. The City encourages free and open discussion between employees and supervisors for effective communications and understanding pertaining to work-related matters. The grievance may be resolved at any step in the procedure by mutual concurrence. Notation of any settlement shall be signed by all parties and forwarded to the Human Resources Director.

If a grievance develops, the following steps shall be taken:

- 1. The employee should discuss the matter with his/her supervisor as soon as the grievance develops, but shall do so no later than within five (5) City business days. The supervisor shall make every

Formatted: Default, Justified

Formatted: Font: 11 pt

Formatted: Font: Not Bold

Formatted: Default, Justified, No bullets or numbering

Formatted: Font: 11 pt, No underline

Formatted: No underline

Formatted: Font: 11 pt

Formatted: Default, Justified

Formatted: Font: 11 pt

Formatted

Formatted: Font: 11 pt, No underline

Formatted: No underline

Formatted

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted

Formatted: Font: 11 pt

Formatted

Formatted: Font: 11 pt

Formatted

Formatted: Font: 11 pt

Formatted: Font: Not Bold

Formatted: Default, Justified

Formatted: Font: 11 pt

Formatted

Formatted: Font: 11 pt

Formatted

Formatted: Font: 11 pt

Formatted

Formatted: Font: 11 pt

Formatted

Formatted: Font: 13 pt

Formatted: Default, Justified

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted

Formatted: Font: 11 pt

Formatted: Font: 11 pt

effort to resolve the matter through oral communication. If the actions of the employee's supervisor and the subject of the grievance, then the employee may skip this step and raise the issue with the individual to whom the supervisor reports.

2.1. If the matter is not resolved, the employee shall, within five City business days of the employee's last effort to resolve the matter orally with the supervisor or the supervisor's manager, submit in writing on the Grievance Procedure Form to his/her supervisor or the manager, a complete statement as to what he/she feels the grievance to be, and a suggested solution. The form may be obtained from the Department Head or the Human Resources Director. The supervisor or manager shall respond in writing on the Grievance Procedure Form within five (5) City business days of receiving the employee's written grievance. At this step and the following steps, if used, copies of the grievance form Grievance Form and the response shall be forwarded to the Department Head and the Director of Human Resources.

3.1. If the supervisor's or manager's response is not satisfactory to the employee, the employee may submit the grievance to the Department Head within three (3) City business days of receiving the supervisor's response, following the same procedure as in step no-Step 2 above. This shall be done by the resubmitting Grievance Procedure Form.

4.1. If the grievance does not pertain to either the employee's supervisor or another employee who reports to that same supervisor, then the employee may submit the grievance directly to his/her Department Head.

5.1. The Department Head shall notify the employee in writing on the Grievance Procedure Form of his/her decision within five (5) City business days of receiving the grievance from the employee.

6.1. If the Department Head's decision is not satisfactory to the employee, then the employee may submit the grievance to the Human Resources Director within three (3) City business days of receiving the Department Head's decision. This shall be done by resubmitting Grievance Procedure Form.

7.1. The Human Resources Director shall obtain all information in its entirety from the Department Head, informally discuss the grievance with the employee, the Department Head, and others as he/she deems necessary, and determine, in the form of a written memorandum, whether the grievance procedures followed to date have been appropriate and whether the Department Head's decision was a reasonable one under the circumstances, all within five (5) City business days of receiving the grievance from the employee. The Human Resources Director's determination is not intended to substitute his/her judgment for that of the Department Head on whether and how the employee should be disciplined, if the grievance is due to a disciplinary action. The Human Resources Director shall make a copy of the grievance and all responses thereto a part of the City's official personnel file for that employee. In the event any employee who reports, either directly or indirectly, to the Human Resources Director submits a written grievance, or in the event the Human Resources Director himself/herself submits a written grievance, then no such informal discussion shall be held, and the matter shall be forwarded to the City Manager as an appeal of a grievance.

8. Grievance forms Procedure Forms can be obtained at the Human Resources office.

9. If the employee is represented by a union under a collective bargaining agreement, that employee shall be entitled to union representation at every step of the process.

- Formatted: Font: 11 pt
- Formatted: Default, Justified, Space After: 2.95 pt, Outline numbered + Level: 7 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.5" + Indent at: 0"
- Formatted: Font: 11 pt
- Formatted: Font: 11 pt
- Formatted: Font: 11 pt
- Formatted: Font: 11 pt
- Formatted: Font: 11 pt
- Formatted: Font: 11 pt
- Formatted: Default, Justified, Space After: 2.95 pt, Outline numbered + Level: 7 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.5" + Indent at: 0"
- Formatted: Font: 11 pt
- Formatted: Font: 11 pt
- Formatted: Font: 11 pt
- Formatted: Font: 11 pt
- Formatted: Default, Justified, Space After: 2.95 pt, Outline numbered + Level: 7 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.5" + Indent at: 0"
- Formatted: Font: 11 pt
- Formatted: Default, Justified, Outline numbered + Level: 7 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.5" + Indent at: 0"
- Formatted: Font: 11 pt
- Formatted: Font: 11 pt
- Formatted: Font: 11 pt
- Formatted: ...
- Formatted: Font: 11 pt
- Formatted: Font: 11 pt
- Formatted: ...
- Formatted: Font: 11 pt
- Formatted: Font: 11 pt
- Formatted: ...
- Formatted: Font: 11 pt
- Formatted: Font: 11 pt
- Formatted: ...
- Formatted: Font: 11 pt
- Formatted: Font: Not Bold, Not Italic
- Formatted: Font: 13 pt
- Formatted: Default, Justified

Appeals of a Grievance

If the Human Resources Director's determination is not satisfactory to either the employee or the employee's Department Head, then either one may appeal that determination, using the Grievance Procedure Form, to the City Manager and request a grievance hearing within five (5) City business days of receiving the Human Resources Director's determination.

The City Manager shall, within five (5) City business days of receiving the written appeal, set the date, time, and location for a grievance hearing, and shall notify the employee, his/her supervisor, his/her Department Head, and the Human Resources Director of this information. The grievance hearing shall be set for a date that is not less than five City business days but not more than ten (10) City business days after the City Manager notifies these individuals of the date.

It is the responsibility of the employee to appear at the scheduled grievance hearing. If the employee fails to appear and has no justifiable reason for failing to appear, then the appeal shall be dismissed.

The City Manager shall have the authority to interview witnesses under oath, to compel the attendance of City employees, to require the production of information by employees and to request attendance and production of information by non-employees. At a minimum, the persons to be interviewed by the City Manager at the grievance hearing shall include the employee submitting the grievance and the employee's supervisor or other person(s) whose action is being reviewed. The aforementioned individuals may provide a list of others whom the City Manager may also interview to the extent he/she deems it practical and/or necessary to do so.

The employee may have his/her personal attorney present at the grievance hearing, and if the employee is represented by a union under a collective bargaining agreement, the employee may be represented at the grievance hearing by a union representative or attorney. The City Manager may request the City Attorney to attend the grievance hearing in order to serve in an advisory capacity. The grievance hearing shall be audio recorded.

The City Manager shall make such investigation and obtain the information sufficient enough to review the appeal within seven (7) City working days, and will respond to the employee and the employee's Department Head in writing utilizing the Grievance Procedure Form.

If the employee is not satisfied with the City Manager's response, the employee may, within three (3) working days of receiving the City Manager's response, request, in writing, a hearing with the Employee Review Board. ~~The employee Review Board shall have 10~~ The Employee Review Board shall consist of one Member of the City Council so designated by the Mayor, one Department Head selected by the Employee and one Department Head selected by the City Manager. No member of the Employee Review Board may be an individual who participated in the grievance process with respect to the specific grievance at issue. The employee Review Board shall have ten (10) calendar days to schedule a hearing after which it shall provide a written response to the employee with copies to the immediate supervisor and the City Manager. The action of Employee Review Board is advisory except in situations where, in the opinion of Employee Review Board, the City Manager in addressing the grievance did not take follow the proper procedures. If so ruled by the Employee Review Board, their decision shall be binding on the City Manager. ~~If the action taken by the City Manager and/or Department Heads is deemed to be in accord with proper procedures, the City Manager may either accept or reject the~~

- Formatted: Font: 11 pt
- Formatted: Font: Not Bold, Not Italic
- Formatted: Font: 11 pt
- Formatted: Default, Justified
- Formatted: Font: 11 pt
- Formatted: Font: 11 pt
- Formatted: Font: 11 pt
- Formatted: Font: 11 pt
- Formatted: Font: 11 pt
- Formatted: Font: 11 pt
- Formatted: Font: 13 pt
- Formatted: Font: 11 pt
- Formatted: Font: 13 pt
- Formatted: Font: 11 pt
- Formatted: Font: 11 pt
- Formatted: Font: 11 pt
- Formatted: Default, Justified
- Formatted: Font: 11 pt
- Formatted: Font: 11 pt
- Formatted: Font: 11 pt
- Formatted: Font: 11 pt

Formatted: Justified, Space After: 10 pt

- Formatted: Font: 11 pt
- Formatted: Default, Justified
- Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

~~recommendation.~~ The employee shall be notified of Employee Review Board's and the City Manager's final decision in writing.

Formatted: Font: 11 pt

Every attempt will be made to resolve the employee's grievance, but the decision of the City Manager and/or Employee Review Board shall be final and binding on all parties involved ~~unless appealed to a court of law of competent jurisdiction by the employee or the City.~~

Formatted: Font: 11 pt

Reinstatement; Reimbursement of Lost Wages

Formatted: Font: 11 pt

If an employee files a grievance regarding a matter involving demotion and ultimately prevails, then that employee shall be reinstated effective immediately to the same position from which he/she was demoted.

Formatted: Default, Justified

Formatted: Font: Not Bold, Not Italic

Formatted: Font: 11 pt

If an employee files a grievance regarding a matter involving loss of pay and ultimately prevails, then that employee shall be reimbursed by the next regular pay day following final resolution of the grievance for all lost wages for the hours of work for which the employee either was or would have been otherwise normally scheduled.

Formatted: Default, Justified

Formatted: Justified, Space After: 10 pt

SECTION X: AMENDMENT OF PERSONNEL POLICIES

Formatted: Font: Not Bold

Formatted: Indent: Left: 0.25"

A. AMENDMENTS

Amendments or revisions of these rules may be recommended for adoption by the City Manager. Revisions of these policies become effective upon approval by resolution of the City Council.

B. SEVERABILITY

Each section, subsection, paragraph, sentence, and clause of this policy document is declared to be separable and severable. The invalidity of any section, subsection, paragraph, sentence, or clause shall not affect the validity of any other portion of these rules and only any portion declared to be invalid by a court of competent jurisdiction shall be deleted.

C. SPECIAL NOTE

These personnel policies are effective upon adoption and supersede all previous policies. They are believed to be written within the framework of the Missouri Revised Statutes, but in case of conflict the Missouri Revised Statutes takes precedence.

Appendix A

Computer Usage Policy: Internet, E-mail, and Social Media

The use of City of Moberly (City) automation systems, including computers, fax machines and all forms of Internet/Intranet access, is for City business and for authorized purposes only. Brief and occasional personal use of electronic mail systems or the Internet, is acceptable as long as it is not excessive or inappropriate, occurs during personal time (lunch or other breaks), and does not result in expense or harm to the City or otherwise violate this policy.

Use is defined as “excessive” if it interferes with normal job functions, responsiveness, or the ability to perform daily job activities. Electronic communications should not be used to solicit or sell products or services that are unrelated to the City business; distract, intimidate or harass coworkers or third parties; including but not limited to:

- Sending chain letters or participating in any way in the creation or transmission of unsolicited commercial e-mail (“spam”) that is unrelated to legitimate City purposes;
- Engaging in private or personal business activities, including excessive use of instant messaging and chat rooms (see below);
- Accessing networks, servers, drives, folders or files to which the employee has not been granted access or authorization from someone with the right to make such a grant;
- Destroying, deleting, erasing or concealing City files or other City data, or otherwise making such files or data unavailable or inaccessible to the City or to other authorized users of City systems;
- Misrepresenting oneself or the City;
- Violating the laws and regulations of the United States or any other nation or state, city, province or other local jurisdiction in any way;
- Engaging in unlawful or malicious activities;
- Deliberately propagating any virus, worm, Trojan horse, trap-door program code or other code or file designed to disrupt, disable, impair or otherwise harm either the City networks or systems or those of any other individual or entity;
- Using abusive, profane, threatening, racist, sexist or otherwise objectionable language in either public or private messages;
- Sending, receiving or accessing pornographic materials;
- Becoming involved in partisan politics;
- Causing congestion, disruption, disablement, alteration or impairment of City networks or systems;
- Maintaining, organizing or participating in non-work-related Web logs (“blogs”), Web journals, chat rooms or private/personal instant messaging
- Failing to log off any secure, controlled access computer or any other form of electronic data system to which you are assigned (this would include smart phones, lap tops, touch pads), if you leave such computer or system unattended;
- Using recreational games and/or;
- Defeating or attempting to defeat security restrictions on City systems and applications.

Using City automation systems to access, create, view, transmit or receive racist, sexist, threatening or otherwise objectionable or illegal material, defined as any visual, textual or auditory entity, file or data is strictly prohibited. Such material violates the City anti-harassment policies and is subject to disciplinary action.

Unacceptable Behavior:

- Visiting internet sites that contain obscene, hateful, pornographic or otherwise illegal material;
- Using the computer to perpetrate any form of fraud or software video or music piracy;
- Using the Internet to send offensive or harassing material to others;
- Hacking into unauthorized areas;
- Publishing defamatory and/or knowingly false material about the City, your colleagues and/or our customers on social networking sites, blogs, wikis and any other online publishing format;
- Revealing confidential information about the City in a personal online posting, upload or transmission, including, but not limited to, financial information, information relating to our customers, business plans, policies, staff and/or internal discussions, opinions regarding co-workers, staff, management or working conditions at the City;
- Undertaking deliberate activities that waste staff effort or networked resources;
- Introducing any form of malicious software or malware into the corporate network.

Where it is believed that an employee has failed to comply with this policy, they will face the City's disciplinary procedures. If the employee is found to have breached the policy, they will face a disciplinary penalty ranging from a verbal warning to dismissal. The actual penalty applied will depend on factors such as the seriousness of the breach and the employee's disciplinary record.

City Rights

The City accepts that the use of the internet and e-mail are valuable business tools. However, the misuse of this tool can have a negative impact upon employee productivity and the reputation of the business.

The City owns the rights to all data and files in any computer, network or other information system used in the City and to all data and files sent or received using any City system or using the City access to any computer network, to the extent that such rights are not superseded by applicable laws relating to intellectual property.

The City also reserves the right to monitor electronic mail messages (including personal/private/instant messaging systems) and their content, as well as ~~any and~~ all use by employees of the Internet and of computer equipment used to create, view or access e-mail and Internet content.

Employees must be aware that the electronic mail messages sent and received using City equipment or City-provided Internet access, including web-based messaging systems used with such systems or access, are not private and are subject to viewing, downloading, inspection, release and archiving by City officials ~~at all times~~ always.

The City has the right to inspect ~~any and~~ all files stored in private areas of the network or on individual computers or storage media ~~in order~~ to assume compliance with City policies and state and federal laws. No employee may access another employee's computer, computer files or electronic mail messages without prior authorization from either the employee or an appropriate City official.

Where it is believed that an employee has failed to comply with this policy, they will face the City's disciplinary procedures. If the employee is found to have breached the policy, they will face a disciplinary penalty ranging from a verbal warning to dismissal. The actual penalty applied will depend on factors such as the seriousness of the breach and the employee's disciplinary record.

City-owned information held on third-party websites

If you produce, collect and/or process business-related information in the course of your work, the information remains the property of the City. This includes such information stored on third-party websites such as webmail service providers and social networking sites such as Facebook and LinkedIn.

Social Media Policy

With the rise of new media and next generation communications tools, the way in which City employees can communicate internally and externally continues to evolve. While this creates new opportunities for communication and collaboration, it also creates new responsibilities for City employees. This Internet Postings Policy applies to employees who use the following:

- Multi-media and social networking sites such as MySpace, Facebook, Yahoo! Groups and YouTube;
- Blogs
- Wikis such as Wikipedia and any other site where text can be posted

All of these activities are referred to as “Internet postings” in the policy. Please be aware that violation of this policy may result in disciplinary action up to and including termination. Common sense is the best guide if you decide to post information in any way relating to the City. If you are unsure about any particular posting, please contact the Human Resources Department for assistance.

Your Internet postings should not disclose any information that is confidential or proprietary to the City or to any third party that has disclosed information to the City.

Because you are legally responsible for your postings, you may be subject to liability if your posts are found defamatory, harassing, or in violation of any other applicable law. The City policy forbids posting comments on social media that pertain to any information regarding the City, including, but not limited to, financial information, information relating to our customers, business plans, policies, staff and/or internal discussions, opinions regarding co-workers, staff, management or working conditions at the City.

You may also be liable if you make posting which include confidential or copyrighted information (music, videos, text, etc.) belonging to third parties. All of the above-mentioned posting are prohibited under this policy.

Your internet postings are prohibited from exhibiting the City’s logos, trademarks, and should respect copyright, privacy, fair use, financial disclosure, and other applicable laws.

Anyone found to be in violation of the Social Media policy will be subject to disciplinary action up to and including termination.

Disclaimer

The City reserves the right to modify its Internet/Intranet/Social Media policy at any time and it is the responsibility of the employee to regularly review the terms and conditions of this policy.

Appendix B Education Policy

An Education Board (hereafter “the Board”) shall be established and consist of a minimum of six City employees selected at large from various City departments. The members of the Board are not entitled to any compensation for their services on the Board.

The Board shall supervise the operation of the tuition reimbursement program (hereafter, the “the program”). The purpose of the program is to encourage City of Moberly employees to undertake education programs to improve or maintain job performance, enhance potential for advancement as a result of identified career goals, and selectively augment personal and professional development. The Board shall operate strictly within the operating budget approved by the City Council for that fiscal year. Each City department shall budget \$50 per full-time employee in the department per fiscal year. Maximum reimbursement per applicant to the program shall be limited to 80% of the “per credit hour” tuition rate paid by the employee, not to exceed \$200 per credit hour. Total annual reimbursement shall not exceed \$2,000 per employee, with a lifetime maximum of \$10,000. If any Board member(s) applies to the tuition reimbursement program, that Board member(s) will be excluded from the application review and reimbursement decisions.

The officers of the Board are Chair, Vice-Chair, and Secretary-Treasurer, who shall serve as such officers at the pleasure of the Board for one fiscal year (July 1 – June 30). Board officers shall be elected from the Board membership at the July meeting of each year.

The Chair is the chief executive officer of the Board and shall preside at all meetings of the Board. Unless another person is specifically authorized by vote of the Board, the Chair shall sign all contracts and other instruments to execute on behalf of the Board. He/she shall perform all the duties and have other powers as designated by the Board from time to time. The Chair shall vote on Board business only in the event of a tie.

The Vice-Chair shall perform the duties and have the powers of the Chair during the absence or disability of the Chair. He/she shall perform all the duties commonly incident to his/her office and shall perform other duties and have such other powers that the Board may from time to time designate.

The Secretary-Treasurer shall attend all meetings of the Board and act as secretary/clerk. He/she shall keep accurate records of all proceedings at meetings in a minute book to be kept for that purpose, which shall be open to the inspection of the City Council, City Manager, or any Board member. He/she may have the authority to cause copies to be made of all minutes and other records and documents of the Board. He/she shall perform all the duties commonly incident to his/her office and shall perform other duties and have other powers the Board may from time to time designate. In the absence of the Secretary-Treasurer from any meetings of the Board, a temporary secretary may be chosen to record the proceedings.

Regular meetings of the Board shall be held in July, October, January, and April of each fiscal year. Special meetings of the Board may be called by the Chair or, in his/her absence, the Vice-Chair. Any business of the Board may be considered and acted upon at any regular or special meeting. The following order of business shall be observed at all meetings of the Board: (a) Approval of the minutes of the preceding meeting; (b) Old Business; (c) New Business.

Any full-time employee of the City of Moberly who has completed at least one year of full-time employment or is a full-time rehire shall be eligible for participation in the tuition reimbursement program. An employee who leaves the employment of the City of Moberly within two (2) years following completion of a reimbursed course(s) will be required to reimburse the City for all reimbursements received in that two-year period. This reimbursement requirement shall not apply to employees whose employment is terminated without cause.

Reimbursement for all approved courses of undergraduate study will be at 100% reimbursement for "A's" and 80% reimbursement for "B's". Graduate studies will be reimbursed for "A's" only, also at 100%. For the purposes of this program for courses structured as "pass/fail", pass will be ~~considered to be an "A"~~ and fail will be an "F". Maximum reimbursement per applicant is limited to 80% of the "per credit hour" tuition rate paid by the employee, not to exceed \$200 per credit hour, provided that budgeted funds are available. This reimbursement will be paid only upon proof of payment of all applicable fees and proof from the educational institution of successful completion of each course. Total annual reimbursement shall not exceed \$2,000 per employee, with a lifetime maximum of \$10,000.

A Tuition Reimbursement Program Application must be submitted 45 days prior to the start of the semester/trimester/individual class(es). Courses provided outside an accredited educational institution, such as Dale Carnegie classes, City sponsored courses, etc., are not subject to this program but may be funded under the appropriate department's operating budget. Courses approved for reimbursement are:

1. Standard undergraduate and graduate credit courses offered by an accredited educational institution
2. Correspondence or extension courses offered by an accredited educational institution or accredited by the National Home Study Council or National University Extension Association
3. Non-standard undergraduate credit courses offered by an accredited institution
4. Special credit or credit-free courses provided by an accredited institution intended to satisfy the needs of job-related skills and continued professional development such as secretarial and vocational technical courses.

Within 30 days of the completion of proposed training course(s), the employee must submit proof of payment of all applicable fees and successful completion of each course in order to be reimbursed. Appropriate costs include tuition, registration, laboratory fees, and other fees for courses required for the selected course of study, but excludes fees for required expendable supplies such as pens, pencils, ledger books for accounting, drafting or architectural drawing paper, etc. Any change in the curriculum, along with a valid and verifiable explanation, must be submitted to the Board by the applicant for reconsideration of reimbursement by the Board.

The steps in making application to the tuition reimbursement program are:

1. Obtain a tuition reimbursement program application packet from the Human Resources Department (once per semester/trimester). The packet contains a tuition reimbursement program application and an assessment worksheet.
2. Submit two copies of the completed packet to the employee's immediate supervisor at least 45 days prior to the start of the semester/trimester, along with:
 - a) a career profile (include all classes that the employee intends to take and what degree, if any, he/she seeks)
 - b) a one-page essay (one time only, unless career profile has changed) explaining relationship of course(s) to company work, how the City will benefit from the education program, and long term goals as related to employment with the City of Moberly
 - c) the assessment worksheet.
3. The supervisor will review the application, approve or disapprove it, and forward it to the Human Resources Department.
4. The Human Resources Department will review the application and approve or disapprove it.
5. The Board Chair shall retrieve all pending applications prior to the Board meeting and prepare the Board assessment worksheet from information taken from the assessment worksheet completed by the applicant. Copies of the applications and the Board assessment worksheet shall be distributed to each Board member prior to the next scheduled meeting.
6. The Board shall review and approve or disapprove all applications brought before it. The Board Chair shall sign all applications either approved or disapproved, based on the Board's decision.
7. The Board Chair shall notify each applicant of the decision of the Board via the best available method as determined by the Board Chair. and return all signed applications to the Human Resources Department.
8. When a course(s) is successfully completed, verification of this completion and receipts for all fees paid shall be submitted to the Human Resources Department within 30 days of completion to be eligible for reimbursement. Failure to provide this documentation within this timeframe disqualifies the employee from participating in the tuition reimbursement program for one year.
9. Human Resources will forward the documentation to the Finance Director for final verification of the documentation and preparation of the reimbursement payment.

An employee whose application is denied has the right to appeal the decision at a special Board meeting, with the time and place to be designated by the Board. In the event the Board does not reverse its position, the employee may make final appeal to the City Manager. The decision of the City Manager is final and binding.

Appendix C

Drug and Alcohol Testing Program

Program Outline

1. Policy Statement
2. General Procedures
3. Opportunity to Contest or Explain Test Results
4. Confidentiality
5. Job Applicant Drug Testing
6. Employee Drug Testing
7. Alcohol Testing
8. Discipline
9. Important Information for Job Applicants and Employees
10. Types of Testing

POLICY STATEMENT – DRUG FREE WORKPLACE PROGRAM

The City of Moberly is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when any employee illegally uses drugs on or off the job, comes to work under their influence, possesses, distributes, or sells drugs in the workplace, or abuses alcohol on the job. Therefore, The City of Moberly has established the following policy:

1. It is a violation of The City of Moberly’s policy for any employee to use, possess, sell, trade, offer to sell, or offer to buy illegal drugs or otherwise engage in the illegal use of drugs on or off the job.
2. It is a violation of The City of Moberly’s policy for any employee to work under the influence of or while possessing in his or her body, blood, or urine illegal drugs in any detectable amount.
3. It is a violation of The City of Moberly’s policy for any employee to report under the influence of or impaired by alcohol.
4. It is a violation of The City of Moberly’s policy for any employee to use prescription drugs illegally, i.e., to use prescription drugs that have not been legally obtained or in a manner or for a purpose other than as prescribed. However, nothing in this policy precludes the appropriate use of legally prescribed medications.
5. Violations of this policy are subject to disciplinary action up to and including termination.

No employee may use, possess, or be under the influence of alcohol, drugs, or controlled substances which may affect or impair an individual’s judgment, alertness, or physical abilities to perform work while working for the City. Likewise, no employee may use, possess, or be under the influence of alcohol, drugs, or controlled substances which may affect or impair an individual’s judgment, alertness, or physical abilities to perform work while on City property (or on the property of any customer) or while in any City vehicle. This prohibition includes prescription and over-the-counter medications which may impair an individual’s judgment, alertness, or physical abilities to perform work. An employee taking any such prescription or over-the-counter medications must tell their supervisor that the use of those medications may impair their judgment, alertness, or physical abilities to perform work before engaging in any work and the employee must receive the permission of their supervisor to work under those conditions.

For purposes of this policy, an employee will be considered “under the influence” of a prohibited substance if any detectable level of a prohibited substance is found in any test performed under this policy. If the employee refuses to submit to a test to determine the presence of drugs, alcohol, or controlled substances, the employee will be deemed to be “under the influence” of a prohibited substance within the meaning of this policy.

All employees shall report evidence of alcohol or drug abuse to a supervisor immediately. In cases where the use of alcohol or drugs poses an imminent threat to the safety of persons or property, an employee must report the violation. Failure to do so could result in disciplinary action for the non-reporting employee.

As a part of the City’s policy to ensure an alcohol and drug-free workplace, City employees may be asked to submit to a medical examination and/or be clinically tested for the presence of alcohol and/or drugs. Within the limits of federal and state laws, the City reserves the right, at our discretion, to examine and test for drugs and alcohol. Instances when a drug or alcohol test may be required include, but are not limited to, the following:

1. All employees who are offered employment as part of a pre-employment screening.
2. Where there are reasonable grounds for believing an employee is under the influence of alcohol or drugs.
3. As part of an investigation of any accident in the workplace in which there is reasonable grounds to suspect alcohol and/or drugs contributed to the accident.
4. As a follow-up to a rehabilitation program.
5. As necessary for the safety of employees, customers, clients, or the public at large.
6. When an employee returns to duty after an absence of more than two weeks.
7. Random testing as provided in Federal and State Law.

Under the federal Drug Free Workplace Act, the City prohibits the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the work place. Employees must, as a condition of employment, abide by this policy or be subject to disciplinary actions up to and including termination. In addition, employees must notify the Director of Human Resources if they are convicted of any criminal drug statute violation occurring in the workplace within five days of that conviction. The City may be required by the Drug Free Workplace Act to notify federal contracting authorities of any such conviction.

GENERAL PROCEDURES

Any employee reporting to work visibly impaired will be deemed unable to perform required duties and will not be allowed to work. If possible, the employee’s supervisor will first seek another supervisor’s opinion to confirm the employee’s status. Next, the supervisor will consult privately with the employee to determine the cause of the observation, including whether substance abuse has occurred. If, in the opinion of the supervisor, the employee is considered impaired, the employee will be sent home or to a medical facility by taxi or other safe transportation alternative – depending on the determination of the observed

impairment – and accompanied by the supervisor or another employee if necessary. A drug or alcohol test may be in order. An impaired employee will not be allowed to drive.

OPPORTUNITY TO CONTEST OR EXPLAIN TEST RESULTS

Employees and job applicants who have a positive confirmed drug or alcohol test result may explain or contest the result to the medical review officer within five working days after receiving written notification of the test result from the medical review officer. If an employee's or job applicant's explanation or challenge is unsatisfactory to the medical review officer, the medical review officer shall report a positive test result back to The City of Moberly. A person may contest the drug test result pursuant to rules adopted by the Missouri Department of Labor.

CONFIDENTIALITY

The confidentiality of any information received by the employer through a substance abuse testing program shall be maintained, except as otherwise provided by law.

JOB APPLICANT DRUG TESTING

All job applicants at The City of Moberly will undergo testing for substance abuse as a condition of employment. Any applicant with a confirmed positive test result will be denied employment. Applicants will be required to submit voluntarily to a urinalysis test at a laboratory chosen by The City of Moberly and, by signing a consent agreement, will release The City of Moberly from liability.

If the physician, official, or lab personnel has reasonable suspicion to believe that the job applicant has tampered with the specimen, the applicant will not be considered for employment.

The City of Moberly will not discriminate against applicants for employment because of ~~past~~ history of drug or alcohol abuse. It is the current illegal use of drugs and/or abuse of alcohol, preventing employees from performing their jobs properly, that The City of Moberly will not tolerate.

EMPLOYEE DRUG TESTING

The City of Moberly has adopted testing practices to identify employees who illegally use drugs on or off the job or who abuse alcohol on the job. It shall be a condition of employment for all employees to submit to substance abuse testing under the following circumstances:

1. When there is reasonable suspicion to believe that an employee is illegally using drugs or abusing alcohol. 'Reasonable suspicion' is based on a belief that an employee is using or has used drugs or alcohol in violation of the employer's policy drawn from specific objective and articulate facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon, but not limited to, the following:
 - a) Observable phenomena while at work such as direct observation of substance abuse or of the physical symptoms or manifestations of being impaired due to substance abuse;
 - b) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance;
 - c) A report of substance abuse provided by a reliable and credible source;

- d) Evidence that an individual has tampered with any substance abuse test during his/her employment with the current employer;
 - e) Information that an employee has caused or contributed to an accident while at work; or
 - f) Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.
2. When employees have caused or contributed to an on-the-job injury that resulted in a loss of work-time, which means any period of time during which an employee stops performing the normal duties of employment and leaves the place of employment to seek care from a licensed medical provider. An employer may send employees for a substance abuse test if they are involved in on-the-job accidents where personal injury or damage to company property occurs.
 3. As part of a follow-up program to treatment for drug abuse.
 4. Routine fitness-for-duty drug or alcohol test. A covered employer must require an employee to submit to a drug or alcohol test if the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination where the examinations are required by law, regulation, are part of the covered employer's established policy, or one that is scheduled routinely for all members of an employment classification group.

ALCOHOL TESTING

The consumption or possession of alcoholic beverages on The City of Moberly's premises is prohibited. (City sponsored activities which may include the serving of alcoholic beverages are not included in this provision.) An employee whose normal faculties are impaired due to alcoholic beverages, or whose blood alcohol level tests .04% by weight for non-safety sensitive positions, or .04% for safety sensitive positions, while on duty/City business shall be guilty of misconduct; and shall be subject to discipline up to and including termination.

DISCIPLINE

Violations of the Drug and Alcohol Policy will be dealt with on a case-by-case basis. Discipline may include, among other things, reprimand, warning, suspension, probation, or termination. Discharge will result from repeated violations of this Policy or from a single violation which creates a risk of physical injury to the person violating this Policy, fellow employees or members of the public. Referral to an appropriate assistance or rehabilitation program also may be appropriate in certain circumstances.

The City reserves the right to exercise its discretion in determining appropriate disciplinary actions under this Policy. Employees should be aware that a single violation of this Policy may result in immediate discharge, and, in the case where a lesser discipline is imposed for violation of this Policy, repeat offenses will result in discharge.

Failure to submit to a required substance abuse test also is misconduct and shall be cause for immediate termination.

IMPORTANT INFORMATION FOR JOB APPLICANTS AND EMPLOYEES

When an employee or job applicant submits to a drug and/or alcohol test, they will be given a form by the specimen collector that contains a list of common medications and substances which may alter or affect the outcome of a drug or alcohol test. This form will also have a space for the donor to provide any information that he/she considers relevant to the test, including the identification of currently or recently used prescription or non-prescription medication or other relevant information. The information form should be kept by the job applicant or employee for their personal use. If the job applicant or employee has a positive confirmed test result, a medical review officer will attempt to contact the individual in order to privately discuss the findings with that person. The job applicant or employee should keep the form as a “reminder” to discuss this information at that time. The medical review officer will take this information into account when interpreting any positive confirmed test results. The information provided shall be treated as confidential and will not be given to the employer. Employees and job applicants have the right to consult with a medical review officer for technical information regarding prescription and non-prescription medicine.

It is the responsibility of every employee or job applicant to notify the testing laboratory of any administrative or civil action brought pursuant to TCA Section 50-9-100 et.seq., Drug-Free Workplace Programs.

TYPES OF TESTING

Substance abuse testing for job applicants and employees will include a urinalysis screen for the following drugs:

Alcohol: (not required for job applicant testing)

Any “alcoholic Beverage”, all liquid medications containing ethyl alcohol (ethanol), Please read the label for content. For example: Vicks Nyquil™ is 25% (50 proof) ethyl alcohol, Comtrex™ is 20% (40 proof), Contac Severe Cold Formula Night Strength™ is 25% (50 proof) and Listerine™ is 26.9% (54 proof).

Amphetamines: “speed,” “uppers,” etc.

Cannabinoids: THC, marijuana, hashish, “pot,” “grass,” etc.

Cocaine: “coke,” “crack,” etc.

Phencyclidine: PCP, “angel dust”

Opiates: Narcotics, Heroin, Codeine, Morphine, “smack, dope, etc...”

Appendix D

Administrative Procedure Guidelines ~~For~~ Travel

The City of Moberly will reimburse the expense of authorized business travel from the City according to the following policy.

Policy

To establish uniform policy and procedures for authorized travel for ~~the purpose of~~ conducting City business and to identify travel expenses for payment by the City. All trips that involve reimbursement and/or City expense shall not be undertaken without prior approval of the appropriate Department Head or City Manager. ~~In order to~~To best utilize the resources available to the City, employees are requested to use sound judgment to minimize the cost of necessary travel for the City including meetings, conferences, and training sessions.

City Credit Card

A City credit card is available from the Finance Director or the employee's Department Head for the use of employees traveling on official City business. Only personnel authorized to travel by the employee's Department Head may use the credit card. The employee must personally obtain the card from the Finance Director or Department Head no earlier than the business day prior to the employee's departure on travel. The card shall be used only for business travel expenses and must be returned to the Finance Director or Department Head on the completion of travel. Under no circumstances shall personal expenses be charged to the City credit card. Violation of this policy shall require immediate reimbursement to the City and disciplinary action will be taken.

Authorization for Travel

No less than two weeks prior to any scheduled trip by the employee, he/she shall request authorization to travel using a Travel Authorization Form. This form must be properly completed and signed by the employee's Department Head and the Finance Director to be valid. Traveling without authorization may affect the employee's insurance benefits and/or coverage (Liability / Workers Compensation) while traveling. Also, without completion of this form, reimbursement by the City is not guaranteed.

Request for Travel Advance

All travel advance requests shall be submitted on the Travel Authorization Form at least two weeks in advance of scheduled travel. Travel advance cannot exceed the estimated total cost of the trip. Travel advances are to assist the employee with expenses while on official City business. However, the employee may elect not to request the travel advance if he/she so chooses.

Automobile Transportation

Employees are required to use City vehicles for travel. If City vehicles are not available, the employee may utilize their personal vehicle with mileage reimbursement according to the appropriate rate determined by the Finance Director. The City is not responsible for any wear and tear or damage to personal vehicles.

Other Transportation

When the employee is required to travel long distances, he/she may utilize common commercial travel. Such travel shall be in economy class and by the most direct route. Commercial travel is any travel which requires the purchase of a ticket or payment for transportation services. The employee shall choose the least expensive form of travel (city vehicle or commercial travel).

In those instances when the employee has received approval for travel that requires the use of commercial airlines the employee should make every effort to utilize advance purchases in order to obtain the most economical fare. However, in those instances where tickets are “non-refundable” the employee should be certain that the trip will be made before making the reservation. In those situations where the employee has purchased a non-refundable ticket and then does not make the trip the employee will be allowed to purchase the ticket from the City at the face value of the ticket.

The City will reimburse actual charges for intra-city taxi, airport bus or limousine, bus and subway fares, tolls, and parking.

Lodging

Lodging may be direct billed to the City, charged on the City credit card, or paid by the employee and reimbursed on the Travel Expenses Voucher. Lodging receipts must be submitted to the Finance Director within 10 business days after the employee returns to work. When choosing overnight accommodations always ask for “local government” or “business rate”. The standard room available should be requested when making reservations. While attending conferences the employee may stay at the official conference hotel. A State of Missouri tax exemption certificate issued to the City should be presented to the hotel to prevent payment of excess state and local taxes.

In certain instances, the employee’s spouse may accompany the employee on out of city trips upon the approval by the City Manager or the employee’s Department Head in conjunction with the City Manager. When a spouse accompanies the employee on an overnight trip it will be expected that the employee and spouse will share a hotel room and the employee shall be responsible for any expenses associated with the spouse.

Meals

Employee shall be reimbursed for meals while traveling. Actual detailed receipts are required. The cost of meals should be reasonably priced. In the event the meals are for more than one person, the number and names of all individuals shall be included on the Travel Expense Voucher form. The Finance Director or any person designated by the City Manager shall determine the amount eligible for reimbursement and should not exceed current IRS per-diem guidelines.

Miscellaneous Expenses

Any expenses not defined in this policy may be submitted for reimbursement consideration. If the expense is a result of the employee traveling for the City and the employee can demonstrate that the request is reasonable, reimbursement may be approved by the Finance Director. Original receipts must accompany such requests for reimbursement.

The employee should not incur miscellaneous expenses with an unequivocal expectation of reimbursement. If in doubt, the employee should seek approval prior to generating any personal expense.

Conference Expenses

Any programs and meetings listed on the official conference registration form are eligible for reimbursement. Professional sporting events, alcoholic beverages, or entertainment activities are not eligible for reimbursement.

Overnight Travel

Non-exempt employees traveling overnight on City business are to be paid for time spent traveling on non-work days, such as Saturday, Sunday, or legal Holidays.

Reimbursement Request

The employee shall request reimbursement for travel within 10 working days, after he/she return to work. All such requests shall be on the Travel Expense Voucher form. If the Travel Expense Voucher form has not been completed within the time allowed, the City may deduct any travel advances from the employee's next paycheck. However, in no event shall the deductions be greater than that allowed by law.

Administrative Responsibilities

The City Manager's Office will develop and distribute guidelines prior to the development of departmental budget request each year. The purpose of the guidelines is to define a reasonable amount of business-related travel and aid in assuring that appropriate employees participate in mandated training, conferences, meetings, and educational seminars.

The departmental budget submission will be evaluated by the City Manager's Office and the final budget and program of training will be included in the proposed budget to the City Council for their consideration.

The annual budget includes funds for travel based on departmental requests and the City Manager's recommendation. Intra-departmental transfers to travel accounts must be approved by the ~~City Manager~~.

Appendix E

City of Moberly Communications Department Policies and Procedures

The City of Moberly, Missouri, is committed to open and honest communication with community members, businesses, city employees, visitors, news outlets, and state leaders. This plan outlines the City of Moberly's policies regarding meeting that commitment.

The following key assumptions are the basis for this plan:

- Communication should be a priority in the development and planning of programs and services and is necessary to the successful completion and implementation of these activities. To that end, communication resources and efforts should be considered in each part of activity planning to guarantee the success and quality of the City of Moberly customer service.
- All City of Moberly personnel are involved in communication efforts daily, whether it is dealing one-on-one with customers and/or the public, working with one another, or responding to the media.
- Due to the growing complexity and volume of City of Moberly communication activities, as well as the increasing interest in the City of Moberly by both internal and external sources, an organized and formal plan is deemed necessary. This plan will allow the City of Moberly to communicate, collaborate, and monitor issues and promotional activities needed to adequately inform the public.

External communication

This section provides a brief description of the various outlets currently available to the City of Moberly for the dissemination of information. This section also touches on the proper policies and procedures for information distribution. These outlets are:

- Media Relations
- Internet
- News Outlets
- Promotional Activities
- Mail Campaigns
- City Council Meetings
- Surveys

Media Relations

To better serve our community, the City of Moberly desires to let the public know who we are and what we do. That message is often conveyed through the news media. The entire City staff needs to be aware of collaboration opportunities with the media to better serve the public.

Communication goal:

Establish a uniform procedure for working with the media that will help ensure accuracy, citywide consistency and collaboration, and a timely response to meet media deadlines while maintaining a good working relationship with the media.

Policy:

All media contacts to a department should be reported to the communications director.

- If the information requested is considered routine, as defined below, the contacted employee should proceed with providing the reporter with relevant information.
- Upon interview requests, the employee should notify his/her immediate supervisor and the communications director via e-mail, phone call, or in person.
- Routine information includes but is not limited to: general questions about a department's function, meeting times and locations, special events or news conferences planned by the department, or questions about a program offered by the department.
- Responding to media inquiries at crime scenes, fires, hazardous materials alarms, and other emergency and/or public safety situations should be handled differently. The responses typically must come from the scene and from the designated spokesperson at that scene. In the case of Fire, Police and EMS, the designee is typically determined by the person in charge of the scene. Power outages, etc., are also included in this exception. The communications director should be notified in all instances where there is media coverage. When warranted, the communications director will travel to the scene.
- For any inquiries that require extensive research, involve multiple departments, deal with policy issues, are corporate in nature or may be controversial, the communications director should be notified immediately before an interview takes place, via phone, email, or in person. A designee from the department(s) involved, along with the communications director, will be responsible for coordinating the response to ensure accurate and complete information is given to the reporter. The communications director, along with the department head, will determine who will serve as the spokesperson for the media. This must be done in a timely fashion to meet the media deadlines. In these instances, the communications director is responsible for notifying the City Manager.
- The communications director will work with city staff and city council members to implement proper media training and legalities.
- City council members respond to media inquiries at their own discretion. Council members are strongly encouraged to notify the city manager's office and/or the communications director upon contact with media.

•

Internet:

The Internet has increasingly become the tool of choice for city employees and community members to disseminate information.

Communication goal:

Be accurate, consistent, and timely with information that is to be published on the City of Moberly website and social media platforms. Additionally, ensure all information published is accessible by all community members regardless of their respective level of technology.

Policy:

All dissemination of information via internet should be reported to the communications director.

- The communications director will determine what information is highlighted on the city platforms.
- The communications director will work with department heads, including the city manager to determine what information will be posted to the city's website.
- Information posted to the Internet should include a contact name with a phone number and an e-mail address. This contact person should be in a position to respond to requests for additional information in a timely manner.
- The communications director is responsible for determining what graphics comply with disseminated information.

The "Moberly Quarterly":

This publication is a general interest, quarterly newsletter, focused on City of Moberly news and initiatives. This newsletter will be emailed to all city entities and/or subscribers. This newsletter, published by the communications department, may include submittals from City departments. This newsletter will also include flyers from city department. Additionally, the newsletter is posted on the City's web site.

Communication goal:

An effective means to educate community members, city departments, and businesses about city services, issues, and upcoming city related events.

Policy:

- The communications director will establish a strategic plan in which all relevant departments have input into the content of the newsletter.
- The newsletter will be emailed to each City of Moberly city employee, department, and community subscriber determined by the communications department.
- The communications department will post the newsletter in its entirety on the city website and social media platforms.

Marketing and Promotions:

Specific material including notice of public hearings and job openings are required by law. Other information is not required by law but is extremely beneficial to promote city transparency to the public.

Communication Goal:

Create transparency by providing information about upcoming events, programs, public hearings, etc., that is sponsored or offered by the City of Moberly.

Policy:

- A copy of any job opening, marketing display, special event, and/or upcoming public hearings and meetings should be sent to the communications department for proper creation and distribution.
- All display ads should include the City of Moberly seal.
- Legal notices should follow proper City of Moberly standards.

Mail campaigns:

Mail campaigns use the postal service to distribute city related information to community member's home or businesses. This can also include door-to-door delivery of notices and door hangers.

Communication goal:

Communicate City of Moberly policies, services offered, events, or any other relevant information to the public depending on the issue.

Policy:

- Any communication sent to the general public to announce a special event, program, etc. will have a City Seal included in the document.
- The communications director is responsible for determining what graphics standards are appropriate for direct-mail campaigns, notices, and door hangers.
- A copy of any proposed direct mail piece should be sent to the communications department prior to being printed or mailed.

City Council meetings:

Moberly City Council meetings are conducted on the first and third Monday of each month; usually at the Moberly City Hall council chambers. However, some meetings may be held at other venues. The communications department handles on-site media relations and serves a “gatekeeper” role by ensuring that all media requests are responded to by the most appropriate and informed city staff representative.

Communication goal:

Ensure City of Moberly response on agenda items that receive media coverage. Promote unnoticed "good news" issues for the City of Moberly.

Policy:

- The communications department will work with department heads and the City Manager to identify agenda items for advanced publicity.
- The communications department will work with department heads to make sure requested material is made available to representatives of the media and the public. Key spokespeople should also be identified prior to council meetings to assist with media responses pertaining to agenda items.
- Recordings of city council meetings will be achieved and made available to the public via the City of Moberly YouTube channel.

Internal communication

This section provides a brief description of the various vehicles of internal communication currently utilized by the City of Moberly for dissemination of information. These vehicles are:

- Bulletin Boards
- Email
- Staff Meetings

Bulletin boards

Bulletin boards should serve as information centers and a place where employees can go for regular updates on issues.

Communication goal:

A means for immediate information to promote a department/division’s current activities.

Policy:

- Department heads will encourage appropriate use of bulletin boards and ensure that access is available to all employees.
- Content is internally focused and for the use of department/division personnel. If material is of a confidential nature, other means of communication should be used.

Email

Emails can be distributed department-wide, to a group of employees, or to a single employee. This can be a very effective form of communication and provides documentation of the message and when it was delivered.

Communication goal:

Content connects employees and promotes departmental policies.

Policy:

- All emails should be retained by the city's email host and on each user's computer for a minimum of six months.
- Any business-related documents within an email are subject to a documents retention schedule as defined by the City of Moberly's Document Retention policy.
- Department heads are responsible for delivering information contained in emails to any appropriate staff that do not have access to email.

Staff meetings

Staff meetings should be face-to-face, on a weekly basis.

Communication goal:

Provide a platform for issues, policies, and departmental expectations to be discussed.

Policy:

- These meetings are open to city employees only and as such, they are not open to the media or public.

Conclusion

This communication plan is intended to be a "living" document and will be revised as needed and kept up-to-date by communications personnel.

Appendix F
Receipt of Personnel Manual

I have received my copy of the Personnel Rules and Regulations of the City of Moberly. I agree to read and keep my copy for future reference and to observe present and future personnel policies and rules of the City as outlined in this manual.

I understand that this manual is a summary of the policies and rules, which guide the City of Moberly in its relationship with its employees. The policies and procedures contained in this booklet do not constitute a contract for employment with the City of Moberly. I understand that the City of Moberly may revise the policies or procedures in the manual, in whole or in part, at any time, with or without notice. I understand that this manual supersedes all previous personnel policies and the Employee Handbook.

Signed: _____ Date: _____

Witnessed by: _____ Position

Title: _____

City of Moberly City Council Agenda Summary

Agenda Number: _____ WS #12.
 Department: Community Development
 Date: August 5, 2019

Agenda Item: Reports for demolished properties

Summary: The Code Enforcement Office completed the removal of structures at 139 Bedford St., 913 Hinkley St., 710 Burkholder St. and 1122 317 Johnson St. Reports regarding these properties from Rick Ridgway are attached. The final step in this process is to issue a special tax bill and record them with the Randolph County Recorder. With your approval, ordinances authorizing the issuance of special tax bills to the property owners will be prepared.

Recommended Action: Direct staff to bring forward to the August 19, 2019 regular City Council meeting for final approval.

Fund Name: Structure Demolition and Debris Removal

Account Number: 100.005.5418

Available Budget \$: 246,245.63

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input checked="" type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ Jeffrey	___	___
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution			
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	Council Member		
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ Brubaker	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ Kimmons	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Davis	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M___ S___ Kyser	___	___
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

Report of Director of Community Development

To: The Honorable Mayor and City Council

Ladies and Gentlemen:

The demolition of a structure located on Porter, Hatcher and Tannehill Addition of Moberly: S 45' Lot 7, Block 3; or more commonly known as 139 Bedford St. in the City of Moberly, Missouri has been completed.

According to County records, this property is owned by Virgil Balthrope of Hannibal, Missouri

I find that said demolition has been completed in accordance with the Ordinances of the City of Moberly.

M&M Trucking & Reclamation, Inc. of Salisbury, MO was contracted to do the work.

Demolition & Asbestos Removal fees	\$ 5,909.50
Materials, hauling fees & surcharges	\$ 1,761.97
Asbestos sampling	\$ 360.00
Publication fees	\$ 406.10
O&E report	\$ N/A
Miscellaneous	\$ N/A
Sewer Disconnect	\$ 275.00
DNR Permit fee	\$ 20.00

The total cost(s) to be charged against the properties was heretofore determined to be \$8,732.57



Director of Community Development

Report of Director of Community Development

To: The Honorable Mayor and City Council

Ladies and Gentlemen:

The demolition of a structure located on Barrow's Addition of Moberly: S 54' of Lots 1 & 2, Block 23; or more commonly known as 913 Hinkley St. in the City of Moberly, Missouri has been completed.

According to County records, this property is owned by Ron & Christy McAlpin of Moberly, Missouri

I find that said demolition has been completed in accordance with the Ordinances of the City of Moberly.

M&M Trucking & Reclamation, Inc. of Salisbury, MO was contracted to do the work.

Demolition & Asbestos Removal fees	\$ 3,196.25
Materials, hauling fees & surcharges	\$ 1,938.85
Asbestos sampling	\$ 560.00
Publication fees	\$ 100.00
O&E report	\$ N/A
Miscellaneous	\$ N/A
Sewer Disconnect	\$ 275.00
DNR Permit fee	\$ 20.00

The total cost(s) to be charged against the properties was heretofore determined to be \$6,090.10



Director of Community Development

Report of Director of Community Development

To: The Honorable Mayor and City Council

Ladies and Gentlemen:

The demolition of a structure located on Burkholder's Subdivision Concannon's Addition of Moberly: Lot 13 & 14, Block 3; or more commonly known as 710 Burkholder St. in the City of Moberly, Missouri has been completed.

According to County records, this property is owned by Donna Pettigrew Estate of Kemah, Texas.

I find that said demolition has been completed in accordance with the Ordinances of the City of Moberly.

M&M Trucking & Reclamation, Inc. of Salisbury, MO was contracted to do the work.

Demolition & Asbestos Removal fees	\$ 2,575.00
Materials, hauling fees & surcharges	\$ 2,264.96
Asbestos sampling	\$ 350.00
Publication fees	\$ 419.20
O&E report	\$ N/A
Miscellaneous	\$ N/A
Sewer Disconnect	\$ 275.00
DNR Permit fee	\$ 20.00

The total cost(s) to be charged against the properties was heretofore determined to be \$5,904.16



Director of Community Development

Report of Director of Community Development

To: The Honorable Mayor and City Council

Ladies and Gentlemen:

The demolition of a structure located on Culps Addition of Moberly: Lot 3, Block 1; or more commonly known as 317 Johnson St. in the City of Moberly, Missouri has been completed.

According to County records, this property is owned by Charles F. Massman Estate of Moberly, Missouri

I find that said demolition has been completed in accordance with the Ordinances of the City of Moberly.

M&M Trucking & Reclamation, Inc. of Salisbury, MO was contracted to do the work.

Demolition & Asbestos Removal fees	\$ 7,025.00
Materials, hauling fees & surcharges	\$ 2,779.73
Asbestos sampling	\$ 333.00
Publication fees	\$ 917.00
O&E report	\$ N/A
Miscellaneous	\$ N/A
Sewer Disconnect	\$ 275.00
DNR Permit fee	\$ 20.00

The total cost(s) to be charged against the properties was heretofore determined to be \$11,349.73



Director of Community Development

City of Moberly City Council Agenda Summary

Agenda Number: _____
Department: P&R; Public Works
Date: August 5, 2019

Agenda Item: City Solar Phase II

Summary: Phase II includes park sites and airport. Park Board reviewed the MC Power proposal and approved all meter locations except the caboose at Depot Park.

Park sites approved by Park Board:

- **Golf Course Cart Barn (Roof).** Serves Cart barn and Clubhouse.
- **Golf Course Pump Station (Ground-Mounted).** South of the clubhouse and #1/#9, out of public view.
- **Golf Course West Maintenance Shop (Ground-Mounted).** South of maintenance shop.
- **Aquatic Center (Ground-Mounted), Part I.** Shelter structure on grassy area between the fenceline and parking lot. Rebate funds would be used to move the fence southward and pour a concrete slab so it would be wholly incorporated into the Aquatic Center for rentable shade and seating.
- **Lodge/Aquatic Center (Ground-Mounted), Part II.** Energy was needed for the Lodge and additional capacity for the aquatic center. This was tentatively planned for the Riley Pavilion roof. MC Power’s structural engineers, however, did not pass the Riley Pavilion for the load of the solar panels. Park Board approved a Plan B to be placed north of the Riley Pavilion which would replace a couple of the agricultural barns.
- **James Youth Center (Ground-Mounted).** This would be located SE of the JYC between the gravel parking lot and the woods.
- **Horse Arena Building (Roof).** Serves Horse Arena/Campground area.
- **Airport.** This would be located northwest of airport office and city hanger.

Recommended Action: Direct staff to bring an ordinance to the August 19, 2019 meeting for approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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



City Council Meeting

August 5, 2019

Presented by: Lindsay Case



Building For The Future



Financials

WS #13.

Assumptions to include:

- Utility rates increase annually at 3%
- No additional boring, concrete, or trenching
- Ameren accepts all net-metering agreements
- Proposed layouts to be similar to final design size
- No fencing
- MC Power to own and operate for term of agreement



Financials

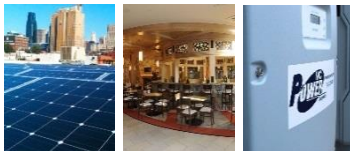
Moberly Phase 2 - 179.6 kW DC (9 Sites)					
Year	Solar Services	Energy Savings	Rebate	Difference	Net
1	\$33,000.00	\$29,641.54	\$44,900.00	\$41,541.54	\$ WS #13.
2	\$33,000.00	\$30,530.79		-\$2,469.21	\$39,072.33
3	\$33,000.00	\$31,446.71		-\$1,553.29	\$37,519.04
4	\$33,000.00	\$32,390.11		-\$609.89	\$36,909.15
5	\$33,000.00	\$33,361.81		\$361.81	\$37,270.96
6	\$33,000.00	\$34,362.67		\$1,362.67	\$38,633.63
7	\$33,000.00	\$35,393.55		\$2,393.55	\$41,027.18
8	\$33,000.00	\$36,455.36		\$3,455.36	\$44,482.53
9	\$33,000.00	\$37,549.02		\$4,549.02	\$49,031.55
10	\$33,000.00	\$38,675.49		\$5,675.49	\$54,707.04
11	\$33,000.00	\$39,835.75		\$6,835.75	\$61,542.79
12	\$33,000.00	\$41,030.82		\$8,030.82	\$69,573.61
13	\$33,000.00	\$42,261.75		\$9,261.75	\$78,835.36
14	\$33,000.00	\$43,529.60		\$10,529.60	\$89,364.96
15	\$33,000.00	\$44,835.49		\$11,835.49	\$101,200.45
16	\$33,000.00	\$46,180.55		\$13,180.55	\$114,381.00
17	\$33,000.00	\$47,565.97		\$14,565.97	\$128,946.97
18	\$33,000.00	\$48,992.95		\$15,992.95	\$144,939.92
19	\$33,000.00	\$50,462.74		\$17,462.74	\$162,402.66
20	\$33,000.00	\$51,976.62		\$18,976.62	\$181,379.28
	O&M Only				
21	\$2,305.20	\$53,535.92		\$51,230.72	\$232,610.00
22	\$2,351.30	\$55,142.00		\$52,790.69	\$285,400.69
23	\$2,398.33	\$56,796.26		\$54,397.93	\$339,798.62
24	\$2,446.30	\$58,500.14		\$56,053.85	\$395,852.46
25	\$2,495.22	\$60,255.15		\$57,759.93	\$453,612.39
26	\$2,545.13	\$62,062.80		\$59,517.68	\$513,130.06
27	\$2,596.03	\$63,924.69		\$61,328.66	\$574,458.72
28	\$2,647.95	\$65,842.43		\$63,194.48	\$637,653.20
29	\$2,700.91	\$67,817.70		\$65,116.79	\$702,769.99
30	\$2,754.93	\$69,852.23		\$67,097.30	\$769,867.29
	\$685,241.30	\$1,410,208.59		\$769,867.29	



Breakdown

WS #13.

Building		Size	Type of Array	Annual Offset	Rebate	Energy Savings	Solar Services	W/o Rebate Year 1	W/ Rebate Year 1
1	4092 Hwy JJ Shed	15.4	Ground	71%	\$3,850.00	\$1,865.02	\$2,829.62	\$964.60	\$2,885.40
2	3534 Hwy JJ, W Water Pump	13.4	Ground	66%	\$3,350.00	\$2,337.68	\$2,462.14	\$124.46	\$3,225.54
3	3534 Hwy JJ, Golf Clubhouse	12.1	Roof	21%	\$3,025.00	\$1,833.24	\$2,223.27	\$390.03	\$2,634.97
4	111 Rothwell Park, The Lodge	18.1	Canopy	71%	\$4,525.00	\$2,940.79	\$3,325.72	\$384.93	\$4,140.07
5	100 Park Rd, Aquatic Center	79.4	Canopy	59%	\$19,850.00	\$13,212.29	\$14,589.09	\$1,376.80	\$18,473.20
6	3900 N Outer Rd, Airport	20.1	Ground	70%	\$5,025.00	\$3,594.43	\$3,693.21	\$98.78	\$4,926.22
7	220 Park Rd, Rothwell Park James Youth Center	16.1	Ground	81%	\$4,025.00	\$2,851.09	\$2,958.24	\$107.15	\$3,917.85
8	X, Rothwell Park Rodeo Arena	5	Roof	69%	\$1,250.00	\$1,007.00	\$918.71	\$88.29	\$1,338.29
		179.6			\$44,900.00	\$29,641.54	\$33,000.00	\$3,358.46	\$41,541.54



Proposed Layouts



Airport



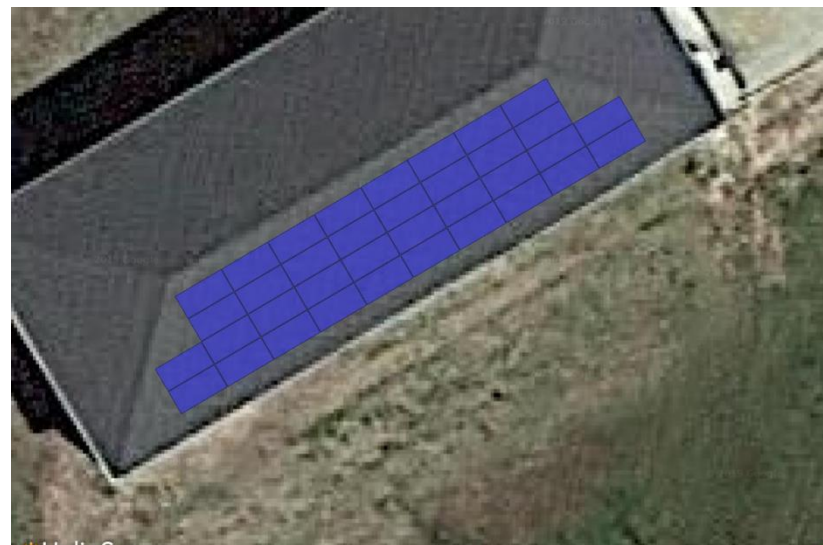
Aquatic Center



Proposed Layouts



James Youth Center



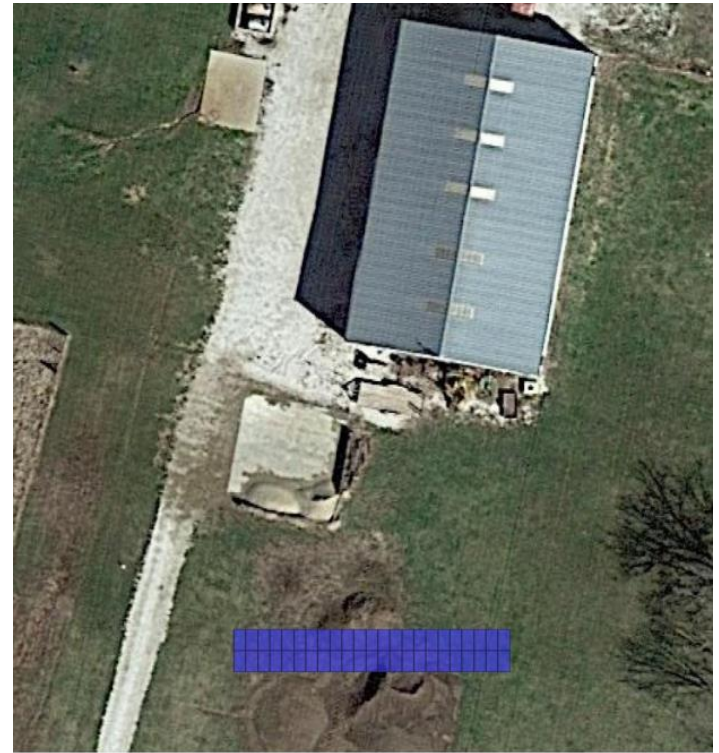
Golf Course Shed – power goes to clubhouse



Proposed Layouts



Golf Water Pump



Maint. Shed



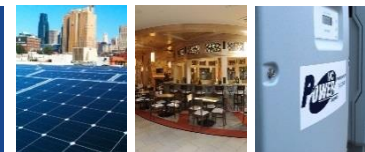
Proposed Layouts



Lodge



Rodeo Arena



Thank You!

Lindsay Case
Senior Energy Consultant

lcase@mcpower.com

816.207.7659

MC Power Companies
4031 NE Lakewood Way
Lee's Summit, MO 64064
816. 251.4700



Solar Services Agreement Term Sheet

Services Recipient: City of Moberly, MO

Services Provider: Moberly Solar II, LLC

Site: Multiple Sites in Moberly, MO

System Size 179.6 kWdc

Description: Solar Electric Array

Contract Date: August____, 2019.

Agreement Type: Solar Services Agreement. Provider and Recipient hereby agree that this Services Agreement shall be treated as a Services Contract for federal tax purposes pursuant to Section 7701(e) of the Internal Revenue Code and is not intended to be a lease under federal law.

Term: 20 years from the Solar Operations Date.

Monthly Services Charge or Fee \$2,750.00

Services Include: System and internet-based monitoring of System and full operation, maintenance and repair of all equipment during the term of the contract, including replacement of System components at the sole cost of Provider and all power generated by the system as more specifically described in the Solar Services Agreement.

Estimated Annual Production: 230,699 (kWhac). Figure might change slightly upon final design

Warranty of System by Provider: Provider warrants its Solar System and its Services as provided in Section 12.

Local Utility Solar Incentive - Rebate: If applicable, payable to Recipient.

Solar Operations Date: On or before February 1, 2020. Utility requires up to 90 days to approve Interconnection.

SRECs: All solar renewable energy credits ("SRECs") related to the Solar System shall be owned by and inure solely to the benefit of Provider unless claimed by the Local Utility pursuant to the Interconnection or Rebate Agreements.

Buyout Option: Buyout option at Fair Market Value at the end of the contract term unless Recipient acquires the Solar System by mutual agreement prior to that time.

Provider's Property: The Solar System shall at all times be the property of the Provider unless and until purchased by Recipient.

Tax Benefits: Shall be the property of the Provider.

Electric Energy: The parties agree that Recipient shall be the owner of the power generated by the Solar System.

Local Utility: Ameren

Recipient Information:

Billing Address: 101 W Reed St., Moberly, MO 65270

Representative: Greg Hodge

Billing Email: Greggh@cityofmoberly.com

Billing Phone: (660) 269-7637

Provider Information:

Address: 4031 NE Lakewood Way, Lee's Summit, MO 64064

Representative: Loren Williamson

Email: LWilliamson@mcpower.com

Phone: 816 251 4700

In the event of any conflict or inconsistency between the terms of this Summary Term Sheet and the Solar Services Agreement to which it is attached, the terms of the Solar Services Agreement shall prevail.

Table of Contents

- Section 1. Definitions.
- Section 2. Terms of Agreement
- Section 3. Solar Service Agreement
- Section 4. Access and Use of Power and Services to be Provided
- Section 5. Payment for Services
- Section 6. Local Utility Incentives-Rebate
- Section 7. Other Solar Incentives
- Section 8. License Agreement
- Section 9. Installation, Operation and Ownership of the Solar System
- Section 10. Improved Efficiencies to the System
- Section 11. Metering – Net Metering
- Section 12. Provider’s Warranty of the System and the Performance of the System
- Section 13. Transfer by Recipient of rights under Services Agreement or Property Interests
- Section 14. Relocation or Replacement of the Solar System
- Section 15. Default by Recipient and Provider’s Remedies
- Section 16. Default by Provider and Recipient’s Remedies
- Section 17. Option to Purchase
- Section 18. Casualty
- Section 19. Representations and Warranties; Covenants of the Parties
- Section 20. Covenants
- Section 21. Indemnification; Insurance
- Section 22. Waiver and Attorney’s Fees
- Section 23. Change in law
- Section 23. Memorandum of Services Agreement
- Section 24. Force Majeure
- Section 25. Records

- Section 26. Notices
- Section 27. Assignment by Provider
- Section 28. Personal and Real Property Taxes or other Taxes
- Section 29. Treatment for Federal Income Tax Purposes
- Section 30. Confidential Information
- Section 31. Press Releases
- Section 32. Binding Arbitration
- Section 33. Binding Effect
- Section 34. Amendments
- Section 35. Counterparts
- Section 36. Entire Agreement
- Section 37. Third Party Beneficiaries
- Section 38. Severability
- Section 39. Survival
- Section 40. Governing Law
- Section 41. Remedies Cumulative
- Section 42. Headings
- Section 43. Conflicts
- Section 44. Exhibits

Solar Services Agreement

This **Solar Services Agreement** dated this _____ day of August, 2019, by and between Moberly Solar II, LLC, the Services Provider (also referred to as the “Provider”), and the City of Moberly, MO, the Services Recipient (also referred to as the “Recipient”) shall be referred to as the Solar Services Agreement or (“Services Agreement”).

WHEREAS, the Recipient is the owner of the real property or grantee to an easement and improvements collectively identified as the Site on the Summary Term Sheet and described in the License Agreement (Exhibit A) executed pursuant to the terms of this Services Agreement; and

WHEREAS, Recipient desires to receive solar electric power from a Solar System but does not feel qualified to design, acquire, operate and maintain such a System; and

WHEREAS, Provider has significant experience in designing, acquiring, operating, and maintaining such Systems, and is willing to provide such a System for Recipient as part of a comprehensive Services Agreement which will include the design, operation and maintenance of such System; and

WHEREAS, the parties further agree that Provider will remain the owner of the Solar System but Recipient will receive all electric power generated by the Solar System and will have total discretion as to how much of the power it uses and when it uses said power (so long as it does not jeopardize the ability of the System to earn federal solar tax credits), or whether it sells any excess power pursuant to a Net Metering Agreement, and that discretion to use power or not use power, shall have no impact on the amount of the Service Fees paid to Provider; and

WHEREAS, Recipient shall not resell any power generated by the System to any other user except its Local Utility pursuant to a Net Metering Agreement; and

WHEREAS, Provider and Recipient agree that the System will be designed and constructed so that Recipient is the sole and exclusive user of said power and that no other person or entity shall be entitled to access said power and will, in fact, be denied access to said power; and

WHEREAS, the parties agree that the System will be located exclusively on the property of Recipient; and

WHEREAS, the parties agree that this contract shall be considered a private contract pursuant to Missouri law and that Provider is engaged in a private business, and that neither party shall attempt at any time to make the power generated by the System available to the public at large or otherwise take any action that would cause the System to be considered one for public use; and

WHEREAS, the parties hereby agree that it is the express intention of the parties that this Services Agreement shall be treated as a Services Contract for federal tax purposes pursuant to Section 7701(e) of the Internal Revenue Code and is not intended to be a lease under federal law.

NOW, THEREFORE, in consideration of the promises and the mutual benefits from the covenants hereinafter set forth, Provider and Recipient agree as follows:

Article I. Definitions

Section 1. Definitions.

“Actual Production” means for any period, the actual net energy production measured in kWhac.

“Actual Annual Energy Production” (sometimes referred to as “Actual Annual Production”) means the actual net energy production measured in kWhac produced by the Solar System for a contract year during the term of this Agreement. Industry standards measure production in kWhac. If the System is taken out of service for any period of time for any reason at the request of Recipient, Production shall include the Production that would have occurred had the System not been taken out of service.

“Actual Energy Consumed” means that portion of the Actual Energy Produced which is used by Recipient as Recipient has complete discretion as to when and how much of the available solar energy it takes from the System so long as it does not request that the System be taken out of service in a manner which would endanger the ability of the project to earn federal solar tax credits and further provided that Recipient pays for all power and Services that could have been provided but for Recipient’s request that it not be.

“Calendar Year” means January 1 through December 31 of each year. The first calendar year shall be a “short” year starting with the Solar Operations date and running through December 31 of that year. It shall also be a “pro-rated” year for determining performance and compliance with the provisions of this contract which are based upon a calendar year.

“Delivery Point” means the delivery point of solar electricity produced by the Solar System within the Site’s electric System on Recipient’s side of the Site’s utility meter.

“Effective Date” means the date this Agreement is signed by all Parties.

“Environmental Attributes” means the characteristics of electric power generation from the Solar System that have intrinsic value, separate and apart from the Energy Output, arising from the perceived environmental benefits of the Solar System, including but not limited to all environmental and other attributes that differentiate the Solar System or the Energy Output from energy generated by fossil fuel based generation facilities, fuels or resources, characteristics of the Solar System that may result in the avoidance of environmental impacts on air, soil or water, such as the absence of emission of any oxides of nitrogen, sulfur or carbon or of mercury, or other gas or chemicals, soot, particulate matter or other substances. Environmental attributes shall include all products of the System other electricity including but not limited to, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, investment tax credits, tax credits, emission allowances, green tags, tradable renewable credits and any new or addition such attributes created subsequent to the date of this Agreement.

“Event of Default” has the meaning given to it in Sections 15 and 16.

“Fair Market Value” has the meaning given to it in Section 17.

“Force Majeure” has the meaning given to it in Section 24.

“Insolation” means the amount of kWhs per square meter falling on a particular location, as published by the National Renewable Energy Laboratory.

“Interconnection Agreement” means the Interconnection Agreement between the Recipient and its Local Utility.

“kWhac” means a kilowatt-hour of alternating current, electric energy.

“kWdc” means a kilowatt of direct current, electric energy. Industry standards measure system size in DC.

“License Agreement” shall have the meaning set forth in the attached License Agreement.

“Local Utility” is the utility company specified in the Summary Term Sheet and means the electric distribution company responsible for electric energy transmission and distribution to Recipient at the Site.

“Local Utility Solar Incentive or Rebate” refers to any solar electric rebate, or other incentive, offered by the Local Utility.

“Local Utility Rebate Application” means the application required by the Local Utility to be filled out by Recipient in order to qualify for and receive any Local Utility Solar Incentive.

“Net Metering” has the meaning provided in Section 386.890 of the Missouri Statutes as well as any other applicable state or federal statutes or rules or regulations, or any subsequent legislation concerning net metering.

Operations and Maintenance Provider (O&M): means the Provider, or any subcontractor who has entered into a contract with Provider, to provide operation and maintenance of the System.

“Option to Purchase” means Recipient’s option to purchase the Solar System from Provider pursuant to the terms set forth in Section 17.

“Permits” shall mean all governmental permits, licenses, certificates, approvals, variances and other required items necessary for the installation, operation and connection of the Solar System.

“Premises” means that portion of the rooftop of a building or other property located on the Site as depicted in the License Agreement, upon which Provider and its agents will have a license for purposes of locating, constructing, installing, accessing and maintaining the Solar System, the location and dimensions of which shall be subject to Recipient’s prior approval.

“Projected Annual Energy Production” (sometimes referred to as “Annual Projected Production” or “Projected Production”) means the amount of kWhac set forth on the Summary Term Sheet and Exhibit B, which is Provider’s best estimate of the annual energy output to be produced by the Solar System at the Site.

“Property” means the Site, Premises and Access Property collectively.

“Performance as Warranted by Provider” has the meaning given to it in Section 12.

“Provider” has the meaning given to it in the Summary Term Sheet and as identified in the Summary Term Sheet and this Agreement.

“PVSyst Report” means a photovoltaic system report setting forth projected production for a specific system at a specific location based on the design and construction of the system and the historic weather patterns.

“PVSyst Analysis Report” means a subsequent inspection and analysis of a system to determine the actual as opposed to projected performance of the system and the causes thereof.

“Replacement of Solar System” means the right of Provider to determine whether any component of the System as a whole should be replaced at Provider’s cost so long as any replacement does not adversely affect Recipient. Provider shall be obligated to reimburse Recipient for any economic loss unless the cause of the loss was beyond Provider’s control.

“Services Charge or Services Fee” means the payment of \$2,750.00 per month as set forth on the Summary Term Sheet.

“Services” means the “all inclusive” “comprehensive set of services” Provider shall provide to Recipient in order for Recipient to receive the power generated by the System, including but not limited to: (1) the engineering and design of a grid-connected photovoltaic solar electric generating system, consistent with Recipient’s goals; (2) analysis of reports or other materials from Recipient whereby Recipient demonstrates that Recipient’s roof or other property is suitable for the proposed installation; (3) the acquisition of all components for the Solar System (“materials procurement”); (4) all construction related management services; (5) the construction and installation on Recipient’s property of the Solar System; (6) procurement and maintenance of all necessary governmental and third party approvals, including but not limited to the Permits (as that term is defined herein) relating to the Solar System; (7) assisting with the implementing of an Interconnection with the Local Utility and where applicable a Net Metering Agreement; (8) internet monitoring of the System’s performance to discover any malfunctions or failures to operate properly; (9) testing of the System’s performance to discover any malfunctions or failures to operate properly; (10) maintenance of the System, including repairing the System, all at Provider’s sole cost and expense as part of the Services being provided to Recipient, in order that Recipient can receive and use the power generated by the System; (11) receipt of the electric energy generated by the System.

“Site” means the real property and improvements described in the Summary Term Sheet and in the License Agreement executed pursuant to this Services Agreement and described in Exhibit A.

“Solar Operations” will begin on the day in which the entire Solar System can be operated on a sustained basis and Provider is in receipt of all approvals, signoffs and Permits required by any governmental authorities and the Recipient’s Local Utility for the generation of solar energy.

“Solar Operations Date” shall be the date upon which the Solar System begins Solar Operations. Provider shall provide Recipient not less than three (3) Business Days prior notice of the Solar Operations Date.

“Solar Services Agreement” means this Agreement, including, any Exhibits or Schedules attached hereto.

“Solar System” means the electric power generation as well as the electric power generation equipment, including, without limitation, solar panels, mounting racks, brackets, substrates or supports, power inverters and micro-inverters, optimizers, equipment, metering equipment, controls, switches, connections, conduit, wires and other equipment connected to the Delivery Point, installed by Provider on the Site for the purposes of allowing Recipient to receive the electric power produced by the System and for the purpose of providing Provider with the ability to provide the additional and related services under this contract.

“System” means the cumulative services of providing the electric power and the Solar System.

“Term” shall commence as of the Solar Operations Date and shall continue for 20 years unless this Services Agreement is sooner terminated pursuant to its terms.

“Transfer” has the meaning given in Section 13.

Section 2. Terms of Agreement

The recitals and the definitions section shall be considered part of the terms of this Agreement. In event of a conflict in terms or provisions, the body of the Agreement (Section 3 through the end) shall control over the definitions section and both the body of the Agreement and the definitions section shall control over the recitals.

Section 3. Solar Services Agreement

The parties to this Agreement hereby agree that it is the express intent of the parties that this Services Agreement shall be treated as a Services Contract for the purposes of federal tax law and specifically for the purposes of Section 7701 (e) of the Internal Revenue Code and is not intended to be interpreted as a lease under federal law. Any provision inconsistent with, or in conflict with the purpose of Section 7701 (e) shall be disregarded and considered void ab initio, with the remaining terms of the contract being preserved and enforceable.

Section 4. Exclusive Use of Power and Services to be Provided

Provider agrees to provide Recipient with the exclusive access to, and use of, the electric power generated from the Solar System. No person or entity not a party to this contract shall have access to said power or use of said power, such access and use being specifically prohibited under this contract. Resale of the power generated by the System is prohibited except for any Net Metering Agreement between Recipient and its Local Utility. The parties further agree that installation of the Solar System is necessary to carry out the purpose of this Agreement and allow Provider to provide the full range of services contemplated by this Agreement.

Section 5. Payment for Services

- (a) Commencing on the Solar Operations Date and on the first (1st) day of each successive calendar month thereafter, during the Term, Recipient shall pay Provider, in advance, the monthly Services Charge of \$2,750.00 for such month. The first payment will be prorated

in the event it is for a partial month. The Services Fee shall be adjusted each January 1 to reflect an increase of 0.00 over the previous year's Services Fee.

- (b) On or before the fifteenth (15th) day of January of each year during the Term, Provider shall prepare and submit to Recipient a statement setting forth the Actual Annual Energy Production for the preceding calendar year in order that any adjustment in the payment for Services can be made pursuant to Section 12.
- (c) The payment for Services shall be made without regard to the actual consumption of electricity by Recipient. Recipient may use all or a portion of the capacity of the Solar System or may periodically request that the Solar System be taken out of operation or its capacity limited. In such case Recipient shall pay for the Services provided based on what the production of the System would have been but for any requested interruption of, or reduction in, Services.

Section 6. Local Utility Incentives - Rebate

The Recipient is entitled to all rights, title and interest in and to the Local Utility Solar Incentive (rebate) with the Local Utility, or any other local incentive provided by said Local Utility. The risk of the Local Utility Solar Incentive being or becoming unavailable (in whole or in part) shall be borne solely by Recipient.

Section 7. Other Solar Incentives

- (a) All federal solar tax credits, accelerated depreciation and other federal income tax attributes relating to, or arising from the Solar System, shall be owned by, and inure solely to the benefit of Provider with the exception of SRECS which may be allocated to the Local Utility as part of the Net Metering or Interconnection Agreements.
- (b) All certification or points toward certification under the Leadership in Energy and Environmental Design (LEED) program or any similar program for identifying and implementing practical and measurable green building design, construction, operations and maintenance solutions arising from the Solar System shall be owned by and inure solely to the benefit of Recipient.

Section 8. License Agreement

Simultaneously with the execution of this Services Agreement, Provider and Recipient shall execute the License Agreement attached hereto as Exhibit A pursuant to which Provider will have a license over and across the Access Property and the Premises for purposes of locating, accessing, constructing and maintaining the Solar System, all as more particularly set forth in the License Agreement.

Section 9. Installation, Operation and Ownership of the Solar System

- (a) Pursuant to the License Agreement and this Section 9, Recipient hereby consents to the installation of the Solar System on the Premises, including, without limitation, solar

panels, mounting racks, brackets, substrates or supports, wiring and connections, power inverters, equipment, metering equipment and utility interconnections. Such installation shall be made in compliance with all approved plans and Permits. Recipient shall participate in the process of determining the size and production capabilities of the system and shall give notice of consent after reviewing the plans for safety and location on its premises but shall not otherwise participate in the actual engineering or design of the System. Such approval process shall not exceed thirty (30) days.

- (b) Provider shall cause (i) the installation of the Solar System to be completed in a good and workmanlike manner in accordance with generally accepted installation techniques, and (ii) the Solar System to begin Solar Operation on or before the Solar Operation Date specified in the Summary Term Sheet, or as soon as reasonably practicable thereafter, subject in all events to Force Majeure. Recipient hereby agrees to execute and deliver all documents that are reasonably necessary for Provider to complete the installation of the Solar System and Provider agrees to reimburse Recipient for all costs (other than legal costs and fees) reasonably incurred by Recipient in connection with the review and execution of such documentation. Provider shall ensure that its installation of the Solar System does not, through any failure on its part to properly install the system, adversely affect or impair any roof warranty inuring to the benefit of the Recipient. Recipient shall ensure that its roof system is capable of supporting the System and that a proper installation of the System will not void any warranties. Provider shall comply with all applicable laws governing the installation of the Solar System.
- (c) Provider shall be responsible for all costs and the performance of all tasks required for installation, maintenance and operation of the Solar System in accordance with all published specifications, the requirements of the Local Utility's Net Metering and Interconnection Agreement, and the terms of this Services and the License Agreement. Upon execution of this Services and the License Agreement, Provider shall commence pre-installation activities relating to the Solar System, which shall include, without limitation, obtaining all Permits, contracts, and Agreements required for the installation of the Solar System and preparation of all applications required for utility interconnection of the Solar System. Recipient agrees to cooperate with respect to any action Provider must take in the preparation of all applications and agreements required for such utility interconnection, including but not limited to executing and delivering any and all documentation requested by Provider that is reasonably necessary to effectuate such interconnection at Provider's expense and further provided that Provider reimburses Recipient for all costs reasonably incurred by Recipient in connection with taking any such action (other than legal costs and fees).
- (d) Ownership of the Solar System, and all improvements placed on the Premises by Provider shall remain the absolute property of the Provider unless or until, an Option to Purchase is exercised at the expiration of the term of this Agreement or the parties reach a mutually agreeable contract for sale of the System subsequent to year 7. Absent Recipient's exercise of its Option to Purchase, or a mutually agreeable contract for sale, ownership

of the Solar System and all improvements placed on the Premises by Provider shall remain with and belong to Provider and shall be removed by Provider at Provider's expense within thirty (30) days of expiration of this Services Agreement and Provider shall, at its sole cost and expense, repair any and all damage caused by such removal. Recipient shall provide Provider with reasonable access to perform such removal.

- (e) During the Term, Provider shall be solely responsible for the operation, repair and maintenance of the Solar System. Neither the Recipient or any of its agents, representatives, affiliates, or employees shall physically engage with or come into contact with any portion of the Solar System (except in an emergency), nor shall they in any way attempt to affect its operation, attempt any repair or maintenance of the System, or attempt to alter or upgrade it in any way. Recipient shall have no possessory rights in the Solar System.
- (f) As part of the monitoring of the System, the Operations and Maintenance provider (O&M Provider) will monitor and respond to outages within four (4) days and shall use good faith and best efforts to repair the System within said four (4) days. However, if such repairs cannot be reasonably made within said four (4) days then the O&M Provider shall be allowed a reasonable time to complete the repairs so long as it is diligently pursuing said repairs. Said provider shall also report the status of any System malfunctions or necessary repairs within (4) days of the occurrence.
- (g) The O&M Provider shall take commercially reasonable measures to notify Recipient and Provider, of any actual or anticipated material adverse events within 48 hours of the time when the O&M provider first knew or should have known of such event or the likelihood of such an event occurring.
- (h) Upon discovery of a condition or event that the O&M Provider believes is both (i) reasonably likely to result in a material adverse event (material adverse event being defined as an event that results in or is likely to result in a reduction of 20% or more in of production of the System during the calendar month in which said event occurs) or material injury to third parties; and (ii) avoidable or susceptible to mitigation through the O&M Provider's commercially reasonable actions, then the O&M Provider shall, within a commercially reasonable time under the circumstances, dispatch personnel and otherwise use commercially reasonable efforts to safely and prudently mitigate such material adverse event or injury to third parties. The O&M Provider shall notify Recipient and the Owner as soon as circumstances dictate or reasonably allow.
- (i) Recipient shall give Provider the necessary information, and shall provide reasonable notice, if Recipient desires to change the operation of the System to affect such matters as, reducing the available energy generated by the system at given times, taking the system off-line, putting it back on-line or other reasonable actions related to its operation, provided such actions would not affect the entitlement to federal solar tax credits and

with the understanding that such actions will not affect the Monthly Services Charges. Any changes pursuant to this subparagraph shall be implemented solely by Provider.

- (j) Provider may temporarily shut the System down for safety reasons and for any necessary maintenance or repair. As part of a temporary shutdown Provider may disconnect the interconnection with the Local Utility. During any such shutdown that is not caused by Recipient or Recipient's actions, Recipient is entitled to suspend any payment for Services.
- (k) Provider shall not be responsible for any Hazardous Materials encountered at the Site unless said Hazardous Materials were brought onto the Site by Provider. Otherwise, any Hazardous Materials on the Site shall be the sole responsibility of the Recipient, and the Recipient shall indemnify and hold Provider harmless from any liability in connection therewith including costs and attorney's fees in the event Provider is included in any legal action involving such Hazardous Materials. Provider shall also be entitled to terminate the contract without further liability in the event Hazardous Materials are discovered on the Site.
- (l) Recipient shall notify Provider of any knowledge it obtains that suggests that the System is not operating properly, is malfunctioning, or has in any way been damaged.
- (m) Provider may subcontract others to provide any of the services or to fulfill any of its obligations under this Agreement but shall remain primarily liable for the performance of this contract.

Section 10. Improved Efficiencies to the System

In the event Provider is able to introduce operating efficiencies or technological improvements to the System or any of the Services provided hereunder, the Services Fee will not be reduced. Any such improvements shall be at the sole cost of the Provider and for the sole economic benefit of the Provider.

Section 11. Metering – Net Metering

Provider shall assist Recipient in coordinating with the Utility regarding the installation and maintenance of a separate bi-directional meter to permit Recipient to buy and sell power from and to the Local Utility, if applicable. Recipient agrees that it will not resell any power generated by the System to any person or entity other than the Local Utility.

Provider shall monitor production of power from its System and shall install any necessary equipment to enable the proper monitoring of the System and the measurement of power produced by the System.

Section 12. Provider's Warranty of the System and the Performance of the System and Adjustments to Services Fee

It is the intention of the parties that Recipient pay only for Services received and that Recipient not pay for any Services not received. The 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, the 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%. The 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 Recipient is not paying for Services not received. Provider is the owner of the Solar System and responsible for the maintenance and repair of said System and the provision of other Services. The Solar System and the maintenance and repair of the Solar System as well as all other Services to be provided by Provider 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).

- (a) So long as the Solar System is producing power on an annualized basis, at 95% or more of Projected Annual Production, 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 the Provider (e.g. unusual or unexpected weather patterns being the most common cause for fluctuations in the system’s generation of power).
- (b) If Actual Annual Production is below 95% of Projected Annual Production, Provider shall thoroughly 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 the Provider, the Provider 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.
- (c) Recipient shall be entitled to an adjustment payment from Provider or, at Recipient’s election, a credit against future Service Fees if the System performs at less than 95% over a two-year period. Said payment or adjustment shall be made in January of the year following the failure to perform period.
- (d) 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. 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 two-

year period would be considered to be 92.5%. Recipient would be entitled to a credit of 2.5% of the Projected Annual Production for said two-year period and Provider would pay recipient 2.5% of the Projected Annual Production for said two-year period (the System being warranted to perform at 95% of Projected Annual Production). Provider 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.

- (e) In order to determine the amount of any reimbursement due to Recipient due to the failure of the System to perform and 95% or more of Projected Annual Production for any two-year period, the parties agree that the value of the lost energy for the entire term of the contract will be the prevailing electrical utility rate at the time of defined system underperformance. Next the parties shall take the projected kilowatt hours for the two-year period in question and multiply that number times the energy value component. By way of example, if Actual Production was 92.5% for the period in question then the adjustment would be determined by calculating the total value of projected Annual Production and multiplying that number times 2.5% (the extent to which Actual Production was less than the warranted performance of the System – the System is warranted at 95%). In this example, 2.5% of the Projected Annual Production for the two-year period would be paid by Provider to Recipient or credited against future Services Fees, at Recipient's choice.
- (f) Notwithstanding the forgoing, if Provider 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. Recipient 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 Provider shall be on the Provider.
- (g) 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 Provider will be adjusted correspondingly pursuant to and according to Exhibit B. 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. For years 16-20 the warranted performance shall be 86% of the original Annual Projected Production. All other provisions of this Section shall apply to the duties of the Provider and the remedies of the Recipient except that the baseline performance levels required and warranted will be as adjusted as set forth in this paragraph.

- (h) The sole remedy for failure of the system to meet its projected production pursuant to this section shall be an adjustment in the amount of the Services payment as provided in this Section or the payment by Provider of an adjustment payment

Section 13. Transfer by Recipient of rights under Services Agreement or Property Interests

- (a) Recipient hereby covenants and agrees that Recipient shall not sell, service, assign, mortgage, pledge or otherwise alienate or encumber (collectively, a “Transfer”) its rights to receive Services (“Services Interest”) in the *System* without the prior express written consent of Provider which such consent shall not be unreasonably withheld under the circumstances provided any such transfer would not jeopardize entitlement to the federal solar tax credit.
- (b) Recipient shall give Provider at least sixty (60) days written notice of any intent to Transfer of all or a portion of the Site, identifying the transferee, the portion of the Site to be transferred and the proposed date of the transfer. No such transfer will occur without the prior express written consent of Provider which such consent shall not be unreasonably withheld under the circumstances provided any such transfer would not jeopardize entitlement to the federal solar tax credit or the ability of the Provider to perform its duties under this contract.
- (c) Recipient agrees that this Services Agreement and the License Agreement shall run with the Site and survive any Transfer of the Site and that Recipient shall remain responsible for all Services Fees to be paid hereunder unless the parties as part of any transfer agree otherwise. Recipient represents and warrants that as of the date of this Services Agreement, Recipient owns the Site free and clear of any mortgage or deed of trust encumbering the Site as security for indebtedness (a “Mortgage”).
- (d) Prior to executing any Mortgage encumbering the Site, Recipient agrees to obtain a written subordination agreement from its lender(s) expressly stating that such lender’s interest in the Site is subordinate to Provider’s ownership of the Solar System, and subordinate to this Services Agreement and the License Agreement. In the event Recipient does not obtain such a written subordination agreement, Provider shall have the right to terminate this Services Agreement by providing written notice of termination to Recipient and seek damages for the Services it was unable to render as a result of said breach as well as the right to remove the System and seek damages
- (e) Recipient guarantees all payments due for Services under the Services Agreement and shall be obligated to make all such payments in the event Recipient transfers any property or rights to any third party or otherwise ceases to own the property or Site in question or any lien or claim against the property arises due to the actions of the Recipient.
- (f) Provider shall have the right to transfer ownership of its interest in the System, subject to the prior approval of Recipient, which consent shall not be unreasonably withheld.

Section 14. Relocation or Replacement of the Solar System

- (a) If Provider and Recipient determine the Solar System must be relocated to an alternate location at the Site during the Term, then upon such relocation the obligations of the Parties shall remain as set forth in this Services Agreement; provided, however, that notwithstanding the foregoing, neither party shall take any action that would cause the Solar System to be taken out of service for federal income tax purposes to the extent it would affect the eligibility of the System to earn federal solar tax credits. In the event of such a relocation, the Party requiring the relocation shall be responsible for all associated costs of removal and reinstallation; and the Parties agree to execute an amendment to this Services Agreement and License Agreement to modify the location of the System and the access to the System by Provider.
- (b) If temporary removal of the Solar System is required at Recipient's request due to Site work unrelated to the Solar System, Recipient is responsible for all associated costs of removal and replacement, which removal and replacement shall be performed by Provider at Provider's then-prevailing rates for such service. During any period while the Solar System is off-line in connection with relocation, at the request of Recipient, Recipient shall continue to be responsible for all Services Fees due hereunder. Otherwise Recipient shall be relieved of the obligation to pay Services Fees during any period the System is out of service.
- (c) Recipient agrees, at the request of Provider, and if within the reasonable control of Recipient, at Recipient's sole cost and expense, to promptly remove any interference with the Solar System's insolation and access to sunlight, as such access exists as of the Solar Operations Date. Any such interference with the Solar System's insolation or access to sunlight will cause a decrease in production and shall not be the responsibility of the Provider and the production lost as a result will be added to the Actual Production for any year affected thereby.
- (d) Recipient agrees that it will use commercially reasonable efforts to make available a wireless internet connection at all times during the Term, sufficient for Provider to remotely monitor the Solar System.

Section 15. Default by Recipient and Provider's Remedies

It is the intent of the parties to preserve this contract in the event of a breach or default which is not so material that it would justify invoking the remedy of termination. Any default which would justify termination shall provide a minimum of 10 days to cure and if a cure is not reasonably possible within 10 days, then a reasonable period of time, so long as the party in default is diligently pursuing a cure and such cure period does not substantially and materially prejudice the other party.

- (a) With respect to Recipient, there shall be an "Event of Default" if:

- (i) Recipient fails to pay any amount due under this Services Agreement, and such failure continues for ten (10) additional days after receipt of written demand from Provider (the cure period shall be extended for 20 additional days so long as the default in payment has not occurred more than 2 times per year);
- (ii) Recipient is in breach of any representation or warranty set forth herein or fails to perform any material obligation set forth in this Services Agreement and such breach or failure is not cured within thirty (30) days after written notice from Provider;
- (iii) Recipient is in violation of any other material term of this Agreement;
- (iv) A court of competent jurisdiction enters an order, including an order of bankruptcy or similar proceeding, judgment, or decree appointing a receiver of the whole or any substantial part of such Recipient's assets, and such order, judgment or decree is not vacated or set aside or stayed within 90 days from the date of entry thereof or is otherwise modified in such a manner that it is not materially prejudicial to the rights of the Provider; or
- (v) Under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the whole or any substantial part of Recipient's assets and such custody or control is not terminated or stayed within 90 days from the date of assumption of such custody or control, or such other action is taken that renders such default not materially prejudicial to the rights of the Provider.
- (vi) Upon the occurrence of any material Event of Default (as set forth above including the expiration of all applicable grace periods), Provider shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive Provider of any other right of remedy allowed it by law:
- (vii) Provider may terminate this Services Agreement and the License Agreement by giving to Recipient notice of Provider's election to do so, in which event the Term of this Services Agreement and the License Agreement shall end, and all right, title and interest of Provider and Recipient hereunder shall expire on the date stated in such notice. In such event, Provider shall have the right to remove the Solar System from the premises as provided for herein, except that Recipient shall be responsible for and Provider shall be entitled to collect from Recipient, Provider's reasonable cost of removal of the Solar System from the premises and all amounts due or to become due in the future under the Services Agreement; or Provider may enforce the provisions of this Services Agreement and may enforce and protect the rights of Provider hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for

the enforcement of any other appropriate legal or equitable remedy, including recovery of all moneys due or to become due from Recipient under any of the provisions of this Services Agreement.

Section 16. Default by Provider and Recipient's Remedies

It is the intent of the parties to preserve this contract in the event of a breach or default which is not so material that it would justify invoking the remedy of termination. Any default which would justify termination shall provide a minimum of 10 days to cure and if a cure is not reasonably possible within 10 days, then a reasonable period of time, so long as the party in default is diligently pursuing a cure and such opportunity does not substantially and materially prejudice the other party.

(a) With respect to Provider, there shall be an "Event of Default" if:

- (i) Provider, after notice from Recipient, that it has failed to maintain the Insurance required under this Agreement, fails to cure such default within a reasonable period of time;
- (ii) Except as otherwise provided, Provider fails to achieve Solar Operations within a reasonable period of time following the projected Solar Operations Date and fails to cure such default within a reasonable period of time, it being understood that the Solar Operations date is an estimate of the date the System will reach operational status;
- (iii) Except as otherwise set forth in this Section, Provider is in breach of any representation or warranty set forth herein or fails to perform any material obligation set forth in this Services Agreement or the License Agreement, and such breach or failure is not cured within thirty (30) days after written notice from the Recipient; provided, however, that the cure period shall be extended by the number of days during which the Provider is prevented from taking curative action solely by Force Majeure, or if such breach cannot be remedied within such thirty (30) day period, there shall be no default hereunder so long as the Provider commences a cure of such breach within such 30-day period and diligently prosecutes same to completion;
- (iv) A court of competent jurisdiction enters an order, including an order of bankruptcy or similar proceeding, judgment, or decree appointing a receiver of the whole or any substantial part of such Recipient's assets, and such order, judgment or decree is not vacated or set aside or stayed within 90 days from the date of entry thereof or such order or the facts establish that such order or proceeding is not materially prejudicial to the rights of the Recipient; or

- (v) Under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the whole or any substantial part of Recipient's assets and such custody or control is not terminated or stayed within 90 days from the date of assumption of such custody or control or such order is otherwise modified or under the facts it is not materially prejudicial to the rights of the Recipient.
- (vi) Upon an Event of Default by Provider, Recipient may pursue any of its available remedies at law or in equity, including self-help. Without limiting the foregoing, Recipient's remedies expressly include the following: (a) to terminate or suspend this Services Agreement with respect to all obligations arising after the effective date of such termination or suspension; (b) to bring suit for the collection of any amounts for which Provider is in default, seek injunctive relief, or seek specific performance for any other covenant or agreement of Provider, without terminating this Services Agreement, (b) to bring suit against Provider for reimbursement of the amounts reasonably expended by Recipient including costs and reasonable attorney's fees. In addition, Recipient shall have the right to offset against any payments payable by Recipient hereunder until all costs are reimbursed in full. Recipient may not terminate this Agreement or take any action during the first five (5) years that would result in the loss of federal solar tax credits unless its rights hereunder cannot be satisfied through the payment of money or the collection of damages through legal action.
- (vii) Recipient has the right to suspend the payment of Services Fees during the period of any material breach of the contract by the Provider.

Section 17. Option to Purchase

Provided no material default of Recipient shall have occurred and be continuing, Recipient may purchase the Solar System at the expiration of this Agreement, on the following terms and conditions:

The Recipient must give Provider written notice of its intent to exercise the Option at least ninety (90) days prior to the expiration of the Agreement. If Recipient exercises such Option, the purchase price shall be the Fair Market Value of the Solar System. However, the parties may also negotiate a mutually agreeable purchase price following year seven (7) of the Agreement. For the purposes of this Agreement, "Fair Market Value" of the Solar System may be determined by mutual agreement, within 30 days of the exercise of the option. Within said 30-day timeframe, or a reasonable period of time thereafter, the Parties, after consulting with a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry, shall attempt to agree as to the Fair Market Value of the System on an installed and operating basis. If the Parties cannot reach an agreement within said 30-day period, then the parties shall agree on a different appraiser who is a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine Fair Market Value. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the

Solar System on an installed and operating basis and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser will be binding upon the Parties in the absence of manifest error or fraud. The costs of the appraisal shall be borne by the Parties equally. If either party believes in good faith that the appraisal was the product of manifest error or fraud then they may seek relief in a Missouri court having jurisdiction where the property is located.

The closing of the sale and purchase of the Solar System pursuant to the Option or pursuant to Agreement, shall take place on the earlier of the thirtieth (30th) day after the Purchase Price for the Solar System is determined pursuant to this Section 17, or the expiration of the Option Period.

At closing, Recipient shall pay Provider an amount equal to the Fair Market Value in immediately available funds, and Provider shall assign its entire right, title and interest in and to the Solar System, including any remaining manufacturer's warranties for PV modules, inverters, or other components to Recipient free and clear of any liens created by the Provider with respect to the System.

The parties represent and warrant to one another that there has been no discussion that would lead either party to conclude that the option "will" be exercised, only that there will be an option and that the decision whether to exercise the option will depend on the facts and circumstances that exist at the time the option is capable of being exercised by the Recipient.

Section 18. Casualty

- (a) If the Solar System is damaged or destroyed by fire, theft or other casualty, Provider and Recipient shall proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any such damage or destruction. Provider, using the proceeds, shall within one hundred and twenty (120) calendar days after the insurance proceeds become available to Provider, cause the Solar System to be repaired, restored, replaced or rebuilt to substantially the same condition as existed immediately prior to the damage or destruction (the "Restoration Work").
- (b) Until such time as the Restoration Work is completed, the Services Fee hereunder shall be abated.
- (c) Notwithstanding the foregoing, in the event of substantial damage or destruction by casualty (i) which damage Recipient and Provider in good faith mutually determine is such that the reconstruction of an economically viable Solar System is not practicable, either because (a) the insurance proceeds made available to Provider are not sufficient to repair such loss or damage, or (b) such reconstruction cannot be carried out under applicable legal requirements, including then-current building or zoning laws, or (ii) which damage occurs during the last three (3) years of the Term, then Recipient shall have the right to terminate this Services Agreement.
- (d) It is the intent of the parties that the Recipient shall have no liability nor suffer any economic loss as a result of damage to the equipment absent intentional or negligent

misconduct on the part of Recipient which is not covered by insurance and the provisions of this Section shall be construed to accomplish that objective.

- (e) Recipient shall provide reasonable on-site security to prevent damage or destruction to the System by third parties lawfully occupying its property or as a result of trespassers entering onto the property and causing damage to the System. Recipient shall indemnify and hold Provider harmless from any such damage or loss if it is negligent in discharging this duty.

Section 19. Representations and Warranties; Covenants of the Parties

- (a) Each Party represents and warrants to the other Party that (a) such Party is duly organized, validly existing and in good standing under the laws of the state of its formation and has all requisite power and authority to enter into this Services Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby; (b) the execution and delivery of this Services Agreement and the performance of such Party's obligations hereunder have been duly authorized by all necessary company, organizational or governmental action; (c) this Services Agreement is a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms; (d) to such Party's knowledge, no governmental approval (other than any governmental approvals which have been previously obtained or disclosed in writing to the other Party) is required in connection with the due authorization, execution and delivery of this Services Agreement by such Party or the performance by such Party of its obligations hereunder; and (e) neither the execution and delivery of this Services Agreement by such Party nor compliance by such Party with any of the terms and provisions of this Services Agreement conflicts with, breaches or contravenes the provisions of such Party's organizational documents or any rule, regulation or law. Recipient covenants that Recipient has lawful title to the Property and the Premises and full right to enter into this Services Agreement. Recipient will not initiate or conduct activities that it knows or reasonably should know may damage, impair or otherwise adversely affect the Solar System or its function (including activities that may adversely affect the Solar System's exposure to sunlight), without Provider's prior written consent, or which would affect either party's ability to perform its obligations hereunder.
- (b) Each of Provider and Recipient hereby represents and warrants to the other party that there are no actions, suits or proceedings pending, or to such party's knowledge, threatened against or affecting such party or the Property, at law or in equity, or before any governmental authority, and, to such party's knowledge, it is not in default with respect to any order, writ, injunction, decree or demand of any court or any governmental authority, which, if adversely determined, would have a material adverse effect on the ability of such part to perform its obligations hereunder.
- (c) Neither Recipient nor Provider shall directly or indirectly cause, create, incur, assume or suffer to exist any pledge, lien (including mechanics', labor or material man's lien), charge,

encumbrance or claim on or with respect to the Solar System or any interest therein. Each party shall also promptly pay before a fine or penalty may attach to the Solar System any taxes, charges or fees of whatever type of any relevant governmental authority for which such party is responsible. If either party breaches its obligations under this Section, it shall immediately notify the other party in writing, shall promptly cause such liens to be discharged and released of record without cost to the other party, and shall indemnify the other party against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such liens.

- (d) Notwithstanding the foregoing, it is understood that Provider will finance the System and that liens against the System for said financing are specifically permitted. Recipient shall fully cooperate with Provider in connection with such financing including but not limited to providing statements and opinions of counsel that Provider is currently in compliance with all provisions of the Agreement and that Recipient is likewise in compliance with all terms of the Agreement including but not limited to all representations and warranties contained within the Agreement.
- (e) Each party agrees to promptly provide the other party with a copy of any default notices that it received from any of its lenders or other party holding a mortgage, deed of trust or security interest in the Site or the Solar System.
- (f) Each party agrees that it will take no action that would cause the Solar System to lose its eligibility for the federal solar tax credit and shall be responsible for any damages resulting therefrom.
- (g) Recipient represents and warrants that any building upon which solar panels and the associated equipment is placed shall be appropriate for the placement of said equipment and that the building is in a condition which will support said equipment for the Term of this agreement.
- (h) Recipient represents and warrants that any land or building upon which solar panels and the associated equipment is placed shall be appropriate from a geotechnical standpoint; that any such property is not located in a floodplain; that any storm water permits have been obtained or that the property in question is not subject to any such storm water permits; that no encroachment on the property in question has been permitted, authorized or exists at the time this contract is executed; that Recipient has reviewed each location for the placement of solar panels and the associated equipment and has determined that its location will not fall within any easement that could disrupt the operation of any part of the System or require any part of the System to be temporarily or permanently shut down or removed; that there are no additional permits or governmental permissions required for the installation of the System; that there are no defects or flaws in Recipient's title to the property which would in any way affect the

operation of the System or any part thereof or require that the System or part thereof be shut down or taken out of Service for any period of time or removed or relocated.

- (i) Recipient further represents and warrants that it will not permit any action to be taken by any party which would in any way affect the operation of the System, or otherwise cause any part of the System to be shut down or taken out of operation for any period of time and that Recipient will take any necessary action, including legal actions, to prevent any adverse effect on the operation of the System including preventing or eliminating or terminating any condition that would adversely affect the operation of any part of the System or would cause any part of the System to be shut down or taken out of service for any period of time.
- (j) Recipient further agrees to indemnify and hold Provider harmless from any breach of any representation or warranty contained within this section and agrees that if there is any breach of any representation or warranty in this section that would interfere with the operation of the System, or any part thereof, Recipient shall not be relieved of its obligations to pay the Services Fees set forth in this Agreement during the Term of this Agreement.

Section 21. Indemnification; Insurance

- (a) Provider and Recipient (each, in such case, an “Indemnifying Party”) shall indemnify, defend and hold the other Party and its employees, directors, officers, managers, members, shareholders and agents (each, in such case, an “Indemnified Party”) harmless from and against any and all third party claims, suits, damages, losses, liabilities, expenses and costs (including reasonable attorney’s fees) including, but not limited to, those arising out of property damage (including environmental claims) and personal injury and bodily injury (including death, sickness and disease) to the extent caused by the Indemnifying Party’s (i) material breach of any obligation, representation or warranty contained herein and/or (ii) negligence or willful misconduct.
- (b) Provider shall maintain during the Term of this Services Agreement, with Recipient named as additional insured therein, as its interest may appear, for the duration of this Services Agreement, the insurance coverage outlined in (1) through (6) below:
 - (1) Comprehensive or Commercial General Liability (including premises-operations; independent contractors protective, products and completed operations; broad form property damage).
 - (2) Bodily Injury: \$1,000,000 per occurrence.
 - (3) Property damage: \$2,000,000 per occurrence.
 - (4) Products and completed operations to be maintained for one (1) year after the final payment: \$2,000,000 per occurrence/aggregate.
 - (5) General aggregate: \$2,000,000.
 - (6) Damages to Service Feed Premises: \$1,000,000 per occurrence.

Property Insurance (“All Risk” coverage) equal to at least 100% of the replacement cost covering the Solar System, and all other improvements placed by Provider on the Premises.

Section 22. Waiver and Attorney’s Fees

- (a) Any waiver at any time by either Party of its rights with respect to an Event of Default under this Services Agreement or with respect to any other matters arising in connection with this Services Agreement, shall not be deemed to be a waiver with respect to any subsequent default or other matter. Any waiver under this Services Agreement must be in writing.
- (b) The prevailing Party in any action to enforce this Services Agreement shall be entitled to recover its reasonable attorneys’ fees and costs of collection from the non-prevailing Party.

Section 23. Change in law or Interpretation of law

If after the Solar Operations date, Provider determines that a Change in Law has occurred or will occur, or that an interpretation of current law has occurred or will occur, that has or will have a material adverse effect on Provider’s rights, entitlements, obligations or costs under this Agreement, then provider may notify the Recipient in writing of such Change in Law. Within 30 days following receipt by the Recipient of such notice, the parties shall meet and attempt in good faith to negotiate such amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both parties. If the parties are unable to agree on such amendments within said 30 days, then the Provider may terminate this Agreement and remove the System without either party having further liability under this Agreement except with respect to liabilities accrued prior to the date of termination. If a Change or Interpretation in Law renders this Agreement or Provider’s performance under this Agreement either illegal or impossible, then Provider may terminate this Agreement immediately upon notice to Recipient without either party having further liability under this Agreement except with respect to liabilities accrued prior to the date of termination. For the purposes of this Agreement Change in Law or Interpretation of Law means, after the date of the execution of this Agreement, (i) the enactment, adoption promulgation, modification or repeal of any applicable law or regulation, (ii) the imposition of any material conditions on the issue of the renewal of any applicable permit, (iii) a change in any law that would in any way materially impact performance by either party under this Agreement or any Interpretation of Law that would have the same effect. In the event this contract is determined to subject Provider to regulatory jurisdiction, the parties agree to act in good faith in an attempt to restructure the contract in a manner that preserves the economic value to both parties.

Section 23. Memorandum of Services Agreement

Either Party may record in the real estate records for the jurisdiction in which the Site is located a memorandum of this Services Agreement setting forth the Parties hereto and the Term with the specific form of such agreement to be subject to the reasonable approval of the parties.

Section 24. Force Majeure

- (a) In the event either Party is delayed in or prevented from performing or carrying out its obligations under this Services Agreement by reason of any cause beyond the reasonable control of, and without the fault or negligence of, such Party (an event of “Force Majeure”), (other than causes insured against) such circumstance shall not constitute an event of default, and such Party shall be excused from performance hereunder and shall not be liable to the other Party for or on account of any loss, damage, injury, or expense resulting from, or arising out of, such delay or prevention; provided, however, that the Party encountering such delay or prevention shall use commercially reasonable efforts to remove the causes thereof (with failure to use such efforts constituting an event of default hereunder). The settlement of strikes and labor disturbances shall be wholly within the control of the Party experiencing that difficulty.
- (b) As used herein, the term “Force Majeure” shall include, without limitation, (i) sabotage, riots or civil disturbances, (ii) acts of God, (iii) acts of the public enemy, (iv) terrorist acts affecting the Site, (v) an annual level of direct beam solar resource availability that is less than or equal to 90% of historical averages as measured by long term calibrated and appropriate weather station representative of the Site, (vi) volcanic eruptions, earthquake, hurricane, flood, ice storms, explosion, fire, lightning, landslide or similarly cataclysmic occurrence, (vii) requirement by Local Utility that the Solar System discontinue operation for any reason, (viii) appropriation or diversion of electricity by sale of order of any governmental authority which prevents or prohibits the Parties from carrying out their respective obligations under this Services Agreement (including, without limitation, an unstayed order of a court or administrative agency having the effect of subjecting the sales of Energy Output to federal or state regulation of prices and/or services). Economic hardship of either Party shall not constitute a Force Majeure under this Services Agreement nor shall any change in the Internal Revenue Code or loss of any tax credit associated with the Solar System.

Section 25. Records

Each Party hereto shall keep complete and accurate records of its operations hereunder and shall maintain such data as may be necessary to determine with reasonable accuracy any item relevant to this Services Agreement. Each Party shall have the right to examine all such records insofar as may be necessary for the purpose of ascertaining the reasonableness and accuracy of any statements of costs relating to transactions hereunder.

Section 26. Notices

All notices required or permitted to be given hereunder shall be in writing, and shall be given: (1) by email of a PDF (so long as notice is also given on the same date by one of the other notice methods), or (2) by personal delivery, or (3) by United States Certified Mail, Return Receipt Requested, postage prepaid; at the addresses of the parties set forth in the Summary Term Sheet, or at such other address as any part hereto entitle to notice may register with the other party by like notice. All notices shall be deemed given and effective on the date sent, or transmitted, or deposited in the U. S. Mail, or delivered to the delivery, whichever is applicable. However, where applicable, the time period for responding to a notice shall commence from the date of actual

receipt thereof. The part providing notice shall also take reasonable actions to contact the other party in person within 5 days of sending such notice to ensure such notice was received.

Section 27. Assignment by Provider

Provider may upon written notice, without the need for consent from Recipient, (i) transfer, pledge or assign this Services Agreement and/or the License Agreement, or Solar System, as security for any financing or to an affiliated special purpose entity created for the financing or for tax credit purposes related to Solar System, provided Recipient's property is in no event encumbered; (ii) transfer or assign this Services Agreement and/or the License Agreement to any person or entity, provided, however, that (a) any such assignee shall agree to be bound by the terms and conditions hereof, and (b) Provider shall not be released from its obligations hereunder; or (iii) assign its rights under this Services Agreement to a successor entity in a merger or acquisition transaction, provided, however, that any such assignee shall agree to be bound by the terms and conditions hereof. No such assignment shall be effective until written notice of such assignment is provided to Recipient. Provider shall not be relieved from future performance, liabilities, and obligations under this Services Agreement.

Section 28. Personal and Real Property or other Taxes

Provider shall claim the Solar System as personal property in the county in which the Solar System is located. If taxes are assessed as real or personal property (property taxes) Provider shall pay said taxes, if required, and shall contest the payment of said taxes so long as a statute is in force exempting or limiting such taxation. In the event the annual property tax exceeds \$4,000 (the "Property Tax Cap"), any assessed amounts over and above the Property Tax Cap shall be paid by the Recipient, or if paid by Provider, reimbursed by Recipient.

Either party to the contract may contest any taxes or fees referred to in this section or the parties may jointly contest any such taxes or fees. If provider contests the amount or legality of charging personal property taxes or real property taxes associated with the System, Recipient agrees to reimburse Provider for one-half of the legal fees and costs associated with such contest.

Section 29. Treatment for Federal Income Tax Purposes

Provider and Recipient hereby agree that this Services Agreement shall be treated as a Services Contract for federal tax purposes pursuant to Section 7701 (e) of the Internal Revenue Code and is not intended to be interpreted as a lease under federal law.

Section 30. Confidential Information

Neither party shall use, divulge, disclose, produce, publish or permit access to, any confidential information received by the other party except to the extent necessary to comply with the terms of this Agreement.

Section 31. Press Releases

The parties recognize that one or both may want to publicize information about the installation and operation of the System. In connection there with, either party may issue a press release(s) describing the project and its operation. However, no confidential information shall be disclosed

with respect to the cost of the project or the amount of the Services Fees without the consent of the other party.

Section 32. Binding Arbitration

All claims, disputes, or controversies between Provider and Recipient in any way arising from or relating to this Agreement or the breach thereof, and not waived by the terms of this Agreement, will be submitted to and resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and Procedures then in effect, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof, subject to the following:

A demand for arbitration must be filed promptly and within a reasonable time after a claim has arisen. The party filing a demand for arbitration must assert a demand for all claims known to the party on which arbitration may be demanded. In no event may the demand for arbitration be made if the institution of legal or equitable proceedings arising out of such claim would be barred by the applicable statute of limitations. To the fullest extent permitted by Laws and Regulations, the place of arbitration will be Kansas City, Missouri. To the extent arbitration is required to take place in a different locale other than Kansas City, Missouri, the location of arbitration will be at the place required by applicable Laws and Regulations.

Either party may apply to the arbitrator(s) seeking emergency relief, including any injunctive relief, until the arbitration award rendered, or the claim is otherwise resolved. In the event emergency relief is requested, the American Arbitration Association will expedite submitting the matter to the arbitrator(s) for resolution. Either party may also, without waiving any remedy under this Agreement, seek from any court having jurisdiction, any interim or provisional relief that is necessary to protect the rights or property of that party, including any injunctive relief, until the arbitrator(s) are appointed, the arbitration award rendered, or the claims are otherwise resolved.

An arbitration proceeding hereunder may include by consolidation or joinder, or by any manner, persons or entities substantially involved in a common question of fact or law.

There will be a pre-hearing meeting between the parties at which time each party will present a memorandum disclosing the factual basis of its claim and defenses and disclosing legal issues raised. The memorandum must also disclose the name of any expert a party will present as a witness during the proceedings. At the pre-hearing meeting, the arbitrator(s) will make rulings and set schedules for disclosures, discovery, hearings, and other matters, consistent with their powers set forth below.

The parties will be entitled to discover all documents and information reasonably necessary for a full understanding of any legitimate issue raised in the arbitration. The parties may use all methods of discovery available under the Federal Rules of Civil Procedure and will be governed thereby. The arbitrators will have authority to limit discovery so that such discovery methods are not unduly burdensome or onerous, unreasonably cumulative or duplicative, or to the extent the information can be obtained from some other source that is more convenient, less burdensome, or less expensive. Prior to the deposition of an expert witness, the party proposing to call such a

witness must provide a full and complete report by the expert, together with the expert's calculations and other data by which the expert reached any opinions concerning the subject matter of the arbitration. The report must be provided no more than 10 days prior to the scheduled date for the expert witness's deposition. The arbitrator(s) must endeavor to prevent the disclosure of information and documents protected by the attorney-client privilege. The arbitrators must also endeavor to prevent the introduction of evidence not disclosed as required herein.

To the extent allowed by Applicable Laws, the arbitrator(s) will have no authority to award any punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute.

Regardless of any contrary provision contained in this Agreement, claims disputes or controversies arising out of actions or claims filed or asserted by third parties on account of personal injury or death of a person or loss or damage to property, will not be subject to the provisions of this Section.

Section 33. Binding Effect

The Terms and provisions of this Services Agreement, and the respective rights and obligations hereunder of each Party, shall be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

Section 34. Amendments

No modification of this Services Agreement shall be effective except by written amendment executed by both Provider and Recipient.

Section 35. Counterparts

Any number of counterparts of this Services Agreement may be executed and each shall have the same force and effect as the original. Facsimile signatures shall have the same effect as original signatures and each Party consents to the admission in evidence of a facsimile or photocopy of this Services Agreement in any court or arbitration proceedings between the Parties.

Section 36. Entire Agreement

This Services Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any other prior agreement, written or oral, between the Parties concerning such subject matter.

Section 37. Third Party Beneficiaries

Nothing in this Services Agreement shall provide any benefit to any third-party or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the Parties that this Services Agreement shall not be construed as a third-party beneficiary contract.

Section 38. Severability

Should any provision of this Services Agreement for any reason be declared invalid or unenforceable by final and non-appealable order of any court or regulatory body having jurisdiction, such decision shall not affect the validity of the remaining portions, and the remaining portions shall remain in full force and effect as if this Services Agreement had been executed without the invalid portion unless such enforcement would materially affect the economic value for one of the parties to this Agreement.

Section 39. Survival

Any provision(s) of this Services Agreement that expressly or by implication comes into or remains in full force following the termination or expiration of this Services Agreement shall survive the termination or expiration of this Services Agreement.

Section 40. Governing Law

The interpretation and performance of this Services Agreement and each of its provisions shall be governed and construed in accordance with the laws of the State of Missouri excluding any choice of law provisions or conflict of law principles which would require reference to the laws of any other jurisdiction. The Parties hereby submit to the exclusive jurisdiction of the federal and state courts located in the State of Missouri to the extent the matters herein are not subject to arbitration.

Section 41. Remedies Cumulative

No remedy herein conferred upon or reserved to either Party shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. However, nothing contained herein shall be construed to permit either party to bring an action against the other for lost profits or other special or consequential damages.

Section 42. Headings

The headings in this Services Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provisions of this Services Agreement.

Section 43. Conflicts

In the event of any conflict or inconsistency between the terms of the Summary Term Sheet and this Services Agreement, the terms of this Services Agreement shall prevail.

Section 44. Exhibits

All Exhibits referred to in this Services Agreement and attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Services Agreement as of the Contract Date.

Provider:

Moberly Solar II, LLC

Recipient:

City of Moberly, MO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT ALICENSE AGREEMENT REGARDING SOLAR PANELS

This License Agreement (“Agreement”) is entered into on this _____ day of August, 2019 (“Effective Date”), by and among Grantor: City of Moberly and Grantee: Moberly Solar II, LLC.

Grantor: City of Moberly, MO

Grantor’s address: 101 W Reed St., Moberly, MO 65270

Grantee: Moberly Solar II, LLC

Grantee’s address: 4031 NE Lakewood Way, Lee’s Summit, MO 64064

WHEREAS, Grantor owns certain real property or is grantee of an easement located at multiple sites in the City of Moberly, County of Randolph, State of Missouri, more particularly described on Schedule “A” attached hereto and incorporated herein (the “Burdened Property”); and

WHEREAS, Grantor and Grantee have entered into that certain unrecorded Solar Services Agreement (“Services Agreement”) dated August _____ 2019 together with all amendments, modifications, and extensions thereof; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Services Agreement pursuant to which Grantee agreed to install (or cause to be installed) a grid-connected photovoltaic, solar electric generating System (the “System”) including all equipment associated therewith (the “Serviced Equipment”) on the Burdened Property; and

WHEREAS, Grantor has agreed to service such Serviced Equipment; and

WHEREAS, Grantor is willing to grant to Grantee the right to install, operate, maintain and remove the Serviced Equipment on the Burdened Property by entering into this License Agreement (the “License”).

NOW, THEREFORE, for the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Creation of the License. Grantor hereby grants a License to Grantee and its successors and assigns under the Services Agreement, and its agents, contractors, sub-contractors, and employees, in, under, across and through the portions of the Burdened Property shown on Schedule “B” attached hereto and incorporated herein, and such other portions of the Burdened Property solely as reasonably necessary to effectuate the purposes of this License. The License granted herein is non-exclusive.
2. Use of License. The use of the License shall be limited to the installation, operation, maintenance and removal of the Serviced Equipment, which includes, without limitation, solar photovoltaic equipment and related Systems and equipment and any and all related connections, meters, conduit, monitoring equipment, structures, fences and barriers

constructed by Grantee within the Solar System sites (collectively, the “Sites”) located on the Burdened Property as shown on Schedule “B”, all subject to the terms and conditions of this Agreement and the Services Agreement, as applicable. Grantor, for itself and its permitted successors and assigns, hereby grants to Grantee and its permitted successors and assigns and its agents, contractors, sub-contractors, and employees, the right to enter onto the Burdened Property, subject to the terms and conditions of this Agreement and the Services Agreement, for the purpose of conducting such permitted uses of the License. Grantor and Grantee understand that this Agreement is irrevocable, unless terminated pursuant to the terms of this Agreement and the Services Agreement.

3. Term. This Agreement shall commence on the Effective Date set forth above and terminate upon the earlier of (i) Sixty days (60) after the expiration or termination of the Services Agreement, (ii) removal of the Solar System in accordance with the Services Agreement or (iii) purchase of the Solar System by the Grantor in accordance with the Services Agreement.
4. Consideration. The consideration for this Agreement shall be the Services Agreement and the mutual benefit the parties obtained from said Agreement. Grantee shall also pay to Grantor an annual fee of Ten Dollars (\$10.00) in consideration of this Agreement, if so requested by Grantee. Grantor hereby acknowledges receipt of any such annual fee covering the entire Term of this Agreement.
5. Access. Grantee shall have a right of access to the Serviced Equipment over and across Burdened Property at all reasonable times, at such locations as Grantor shall from time to time reasonably determine, subject to the Services Agreement and to the reasonable security and safety procedures established by Grantor.
6. Amendment Termination. Except as otherwise expressly set forth herein, this Agreement and the License may be amended, abandoned or terminated only with the consent of Grantor and Grantee. Any such amendment, abandonment or termination shall be in writing, executed and acknowledged by the required parties, and duly recorded in the land records of the jurisdiction in which the Serviced Equipment is situated.
7. No Dedication for Public Use. The provisions hereof are not intended to and do not constitute a dedication for public use, and the rights herein created are private and for the exclusive benefit of the parties hereto and their permitted successors, assigns, employees, invitees and licensees, contractors and sub-contractors.
8. Liability. Subject to the terms and conditions of the Services Agreement, the liability of Grantor, its trustees, officers, partners, members, agents, employees, representatives, and permitted successors and assigns (collectively, the “Grantor Parties”), to Grantee, for any default by Grantor under this Agreement shall be limited solely and exclusively to an amount which is equal to the actual damage sustained by the Grantee. Subject to the terms and conditions of the Services Agreement, the liability of Grantee, its directors,

officers, partners, members, agents, employees, representatives, and permitted successors and assigns (collectively, the "Grantee Parties") to Grantor for any default by Grantee under this Agreement shall be limited solely and exclusively to an amount which is equal to the actual damage sustained by the Grantor.

9. Entire Agreement. This Agreement and the Services Agreement contain the entire Agreement between Grantor and Grantee with respect to the License. The unenforceability of any provision hereof shall not affect the remaining provisions of this Agreement, but rather such provision shall be severed and the remainder of this Agreement shall remain in full force and effect.
10. Successors and Assigns. This Agreement shall run with the land and shall be binding upon the parties and their permitted successors and assigns. Notwithstanding the foregoing, no party may assign its rights or obligations under this Agreement unless such assignment is effected in conjunction with an assignment of the Services Agreement pursuant to the terms of the Services Agreement. All the provisions of this Agreement shall be covenants running with the land pursuant to applicable law. If any portion of the property is encumbered by a mortgage or other lien, Grantor shall obtain a subrogation or non-disturbance agreement that is subordinate to the terms of this Agreement.
11. Compliance with Law; No Waiver. This Agreement and the rights and obligations created hereunder are subject to, and governed by the laws, decisions, rules and regulations of any federal, state or local regulatory authority charged with the administration of the transactions contemplated hereby. Waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of such provision, or of a breach of any other provision of this Agreement.
12. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri.
13. Counterparts. This Agreement may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single document.
14. Authority to Enter into Agreement. Grantee and Grantor each represent and warrant that they have full power and authority to execute, deliver, and perform their respective obligations under this Agreement and that it shall be binding upon them for the Term of the Agreement.
15. Memorandum of Services Agreement

Either Party may record in the real estate records for the jurisdiction in which the Site is located, a memorandum of this License Agreement setting forth the Parties hereto and

the Term with the specific form of such agreement to be subject to the reasonable approval of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day of August, 2019.

Grantor:

City of Moberly, MO

By: _____

Name: _____

Title: _____

Grantee:

Moberly Solar II, LLC

By: _____

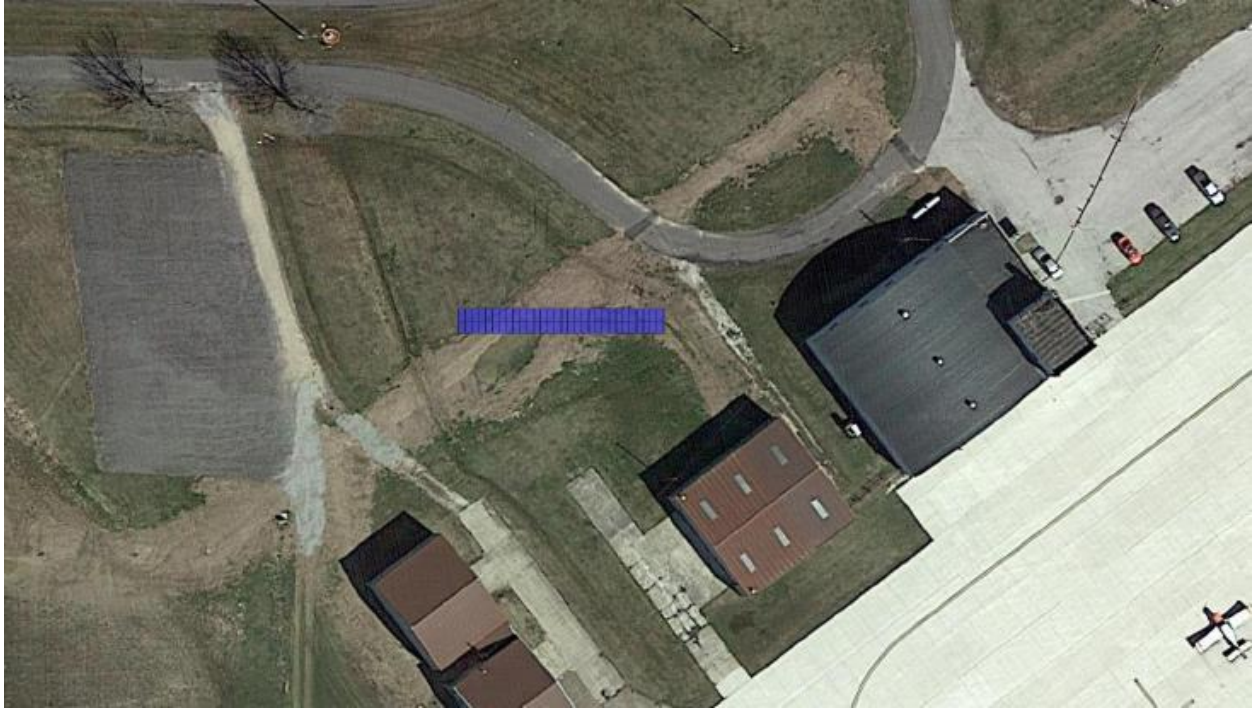
Name: _____

Title: _____

Schedule A

Location of Solar Array Sites – Subject to Final design

Airport: 3900 N Outer Rd



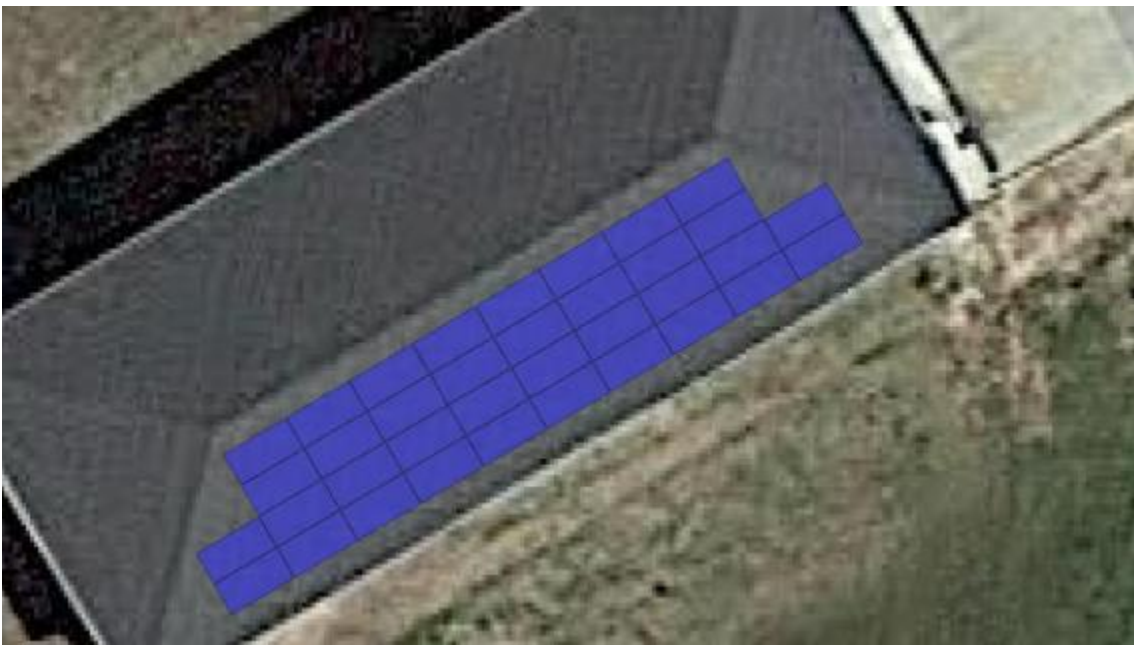
Aquatic Center: 100 Rothwell Park Rd.



Campfire Girls – James Youth Center: 220 Rothwell Park



Golf Clubhouse: 3534 Hwy JJ



Golf Water Pump: 3534 Hwy JJ



Maintenance: 4092 Hwy JJ



Rodeo Arena: Rothwell Park



The Lodge: 111 Rothwell



Schedule B
Burdened Property

Airport: 3900 N Outer Rd, Moberly MO

Aquatic Center: 100 Rothwell Park Rd., Moberly MO

Campfire Girls – James Youth Center: 220 Rothwell Park, Moberly MO

Golf Clubhouse: 3534 Hwy JJ, Moberly MO

Golf Water Pump: 3534 Hwy JJ, Moberly MO

Maintenance: 4092 Hwy JJ, Moberly MO

Rodeo Arena: Rothwell Park, Moberly MO

The Lodge: 111 Rothwell, Moberly MO

Exhibit B
Projection

<u>Year</u>	<u>Projected Annual Production (kWh)</u>	<u>Guaranteed Production (kWh)</u>
1	230,699	x 95% = 219,164
2	230,699	x 95% = 219,164
3	230,699	x 95% = 219,164
4	230,699	x 95% = 219,164
5	230,699	x 95% = 219,164
6	230,699	x 92% = 212,243
7	230,699	x 92% = 212,243
8	230,699	x 92% = 212,243
9	230,699	x 92% = 212,243
10	230,699	x 92% = 212,243
11	230,699	x 89%= 205,295
12	230,699	x 89%= 205,295
13	230,699	x 89%= 205,295
14	230,699	x 89%= 205,295
15	230,699	x 89%= 205,295
16	230,699	x 86% = 198,375
17	230,699	x 86% = 198,375
18	230,699	x 86% = 198,375
19	230,699	x 86% = 198,375
20	230,699	x 86% = 198,375

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Public Works WS #14.
 Date: August 5, 2019

Agenda Item: State Block Grant Agreement

Summary: This is complete the Airport layout plan update with Narrative Report, Aeronautical Survey, and Exhibit "A" update by Lochner. This is a 90/10 federal funding; the grant amount is \$208,350.00. City match funds will be \$23,150 taken out of Transportation Trust.

Recommended Action: Direct staff to bring forward to the August 19, 2019 regular City Council meeting for final approval.

Fund Name: Transportation Trust

Account Number: 120.000.5415

Available Budget \$: \$230,000.00

ATTACHMENTS:	Roll Call	Aye	Nay
<input type="checkbox"/> Memo			
<input type="checkbox"/> Staff Report			
<input type="checkbox"/> Correspondence			
<input type="checkbox"/> Bid Tabulation			
<input type="checkbox"/> P/C Recommendation			
<input type="checkbox"/> P/C Minutes			
<input type="checkbox"/> Application			
<input type="checkbox"/> Citizen			
<input type="checkbox"/> Consultant Report			
<input type="checkbox"/> Council Minutes			
<input type="checkbox"/> Proposed Ordinance			
<input type="checkbox"/> Proposed Resolution			
<input type="checkbox"/> Attorney's Report			
<input type="checkbox"/> Petition			
<input type="checkbox"/> Contract			
<input type="checkbox"/> Budget Amendment			
<input type="checkbox"/> Legal Notice			
<input checked="" type="checkbox"/> Other Agreement			
	Mayor		
	M___ S___ Jeffrey	___	___
	Council Member		
	M___ S___ Brubaker	___	___
	M___ S___ Kimmons	___	___
	M___ S___ Davis	___	___
	M___ S___ Kyser	___	___
		Passed	Failed

CCO FORM: MO04
 Approved: 03/91 (KR)
 Revised: 03/17 (MWH)
 Modified:

Sponsor: City of Moberly
 Project No.: 18-034A-1
 Airport Name: Omar N. Bradley

CFDA Number: CFDA #20.106
 CFDA Title: Airport Improvement Program
 Federal Agency: Federal Aviation Administration, Department of Transportation

STATE BLOCK GRANT AGREEMENT

SECTION I - TITLE, AUTHORIZATION, PROJECT DESCRIPTION

- State Block Grant Agreement
- Federal Authorization - Airport and Airway Improvement Act of 1982 (as amended)
- Project Description - Planning, Land/Easement Appraisals and Acquisitions, Surveying, Engineering Design, Construction

SECTION II - STANDARD AGREEMENT ITEMS

1. PURPOSE
2. PROJECT TIME PERIOD
3. TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY
4. AMOUNT OF GRANT
5. AMOUNT OF MATCHING FUNDS
6. ALLOWABLE COSTS
7. WITHDRAWAL OF GRANT OFFER
8. EXPIRATION OF GRANT OFFER
9. FEDERAL SHARE OF COSTS
10. RECOVERY OF FEDERAL FUNDS
11. PAYMENT
12. ADMINISTRATIVE/AUDIT REQUIREMENTS
13. APPENDIX
14. ASSURANCES/COMPLIANCE
15. LEASES/AGREEMENTS
16. NONDISCRIMINATION ASSURANCE
17. CANCELLATION
18. VENUE
19. LAW OF MISSOURI TO GOVERN
20. WORK PRODUCT
21. CONFIDENTIALITY
22. NONSOLICITATION
23. DISPUTES
24. INDEMNIFICATION
25. HOLD HARMLESS
26. NOTIFICATION OF CHANGE
27. DURATION OF GRANT OBLIGATIONS
28. AMENDMENTS
29. PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS
30. ASSIGNMENT
31. BANKRUPTCY
32. COMMISSION REPRESENTATIVE
33. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006

34. BAN ON TEXTING WHILE DRIVING
35. SUSPENSION AND DEBARMENT
36. SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIVERSAL IDENTIFIER
37. REQUIRED FEDERAL PROVISIONS
38. EMPLOYEE PROTECTION FROM REPRISAL

SECTION III – PLANNING

39. AIRPORT LAYOUT PLAN
40. AIRPORT PROPERTY MAP
41. ENVIRONMENTAL IMPACT EVALUATION
42. EXHIBIT "A" PROPERTY MAP
43. MASTER PLAN

SECTION IV - LAND/EASEMENT APPRAISALS AND ACQUISITIONS

44. RUNWAY PROTECTION ZONE

SECTION V – SPECIAL CONDITIONS

45. SPECIAL CONDITIONS

SECTION VI – 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

Sponsor: City of Moberly
 Project No.: 18-034A-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
 STATE BLOCK GRANT 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") and the Federal Airport Improvement Program (hereinafter, "AIP").

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 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, the Sponsor has applied to the Commission for a 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 a project pursuant to this Agreement for the purposes generally described as follows:

Airport Layout Plan Update with Narrative Report, Aeronautical Survey, and Exhibit A
 Update;

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

(1) PURPOSE: The purpose of this Agreement is to provide financial assistance to the Sponsor under the State Block Grant Program.

(2) PROJECT TIME PERIOD: The project period shall be from the date of execution by the Commission to June 30, 2021. The Commission's chief engineer may, for good cause as shown by the Sponsor in writing, extend the project time period.

(3) TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY: The Sponsor shall provide satisfactory evidence of title to all existing airport property and avigation

easements and address any and all encumbrances. Satisfactory evidence will consist of the Sponsor's execution of a Certificate of Title form provided by the Commission.

(4) AMOUNT OF GRANT: The initial amount of this grant is not to exceed Two Hundred Eight Thousand Three Hundred Fifty Dollars (\$208,350) for eligible preliminary project costs and/or land/easement acquisition. A grant amendment to cover the balance of eligible project costs will be provided after construction bids are received.

(A) The amount of this grant stated above represents ninety percent (90%) of eligible project costs.

(B) 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 project expenses to ensure that they are qualifying expenses under this program.

(5) AMOUNT OF MATCHING FUNDS: The initial amount of local matching funds to be furnished by the Sponsor is not to exceed Twenty-Three Thousand One Hundred Fifty Dollars (\$23,150).

(A) The amount of matching funds stated above represents ten percent (10%) of eligible project costs.

(B) The Sponsor warrants to the Commission that it has sufficient cash on deposit to provide the local matching funds identified above, as well as to cover one hundred percent (100%) of any ineligible items included in the scope of work.

(6) ALLOWABLE COSTS: Block grant funds shall not be used for any costs that the Commission and/or the FAA has determined to be ineligible or unallowable.

(7) WITHDRAWAL OF GRANT OFFER: The Commission reserves the right to amend or withdraw this grant offer at any time prior to acceptance by the Sponsor.

(8) EXPIRATION OF GRANT OFFER: 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 30, 2019 or such subsequent date as may be prescribed in writing by the Commission.

(9) FEDERAL SHARE OF COSTS: Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations, policies and procedures as the Secretary of the United States Department of Transportation (hereinafter, "USDOT") shall practice. Final determination of the United States' share will be based upon the audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the federal share of costs.

(10) RECOVERY OF FEDERAL FUNDS: 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 for any project upon which federal funds have been expended. 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 effort 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. For the purpose of this grant Agreement, the term "federal funds" means funds used or disbursed by the Sponsor that were originally paid pursuant to this or any other federal grant Agreement. The Sponsor must obtain the approval of the Commission as to any determination of the amount of the federal share of such funds.

(11) PAYMENT: 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. However, this advance payment is subject to the limitations imposed by paragraph 11(B) of this Agreement.

(A) 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.

(B) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety percent (90%) of the maximum federal (block grant) obligation stated in this Agreement or eighty-six percent (86%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission. The final ten percent (10%) of the maximum federal (block grant) obligation stated in this Agreement shall not be paid to the Sponsor until the Commission has received and approved all final closeout documentation for the project.

(C) Within ninety (90) days of final inspection of the project funded under this grant, the Sponsor shall provide to the Commission a final payment request and all financial, performance and other reports as required by the conditions of this grant, with the exception of the final audit report. This report shall be provided when the Sponsor's normal annual audit is completed.

(D) When force account or donations are used, the costs for land, engineering, administration, in-kind labor, equipment and materials, etc., may be submitted in letter form with a breakdown of the number of hours and the hourly charges for labor and equipment. Quantities of materials used and unit costs must also be included. All force account activity, donations, etc., must be pre-approved by the Commission to ensure eligibility for funding.

(12) ADMINISTRATIVE/AUDIT REQUIREMENTS: This grant shall be

governed by the administrative and audit requirements as prescribed in Title 49 CFR Parts 18 and 90, respectively.

(A) If the Sponsor expends seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance, it is required to have an independent annual audit conducted in accordance with Title 2 CFR Part 200. A copy of the audit report shall be submitted to the Missouri Department of Transportation (hereinafter, "MoDOT") within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period. Subject to the requirements of Title 2 CFR Part 200, if the Sponsor expends less than seven hundred fifty thousand dollars (\$750,000) in a year, the Sponsor may be exempt from auditing requirements for that year, but records must be available for review or audit by applicable state and federal authorities.

(B) When the Sponsor's normal annual audit is completed, the Sponsor shall provide to the Commission a copy of an audit report that includes the disposition of all federal funds involved in this project.

(C) In the event a final audit has not been performed prior to the closing of the grant, the Commission retains the right to recover any appropriate amount of funding after fully considering interest accrued or recommendations on disallowed costs identified during the final audit.

(D) The Commission reserves the right to conduct its own audit of the Sponsor's records to confirm compliance with grant requirements and to ensure that all costs and fees are appropriate and acceptable.

(13) APPENDIX: An appendix to this Agreement is attached. The appendix consists of standards, forms and guidelines that the Sponsor shall use to accomplish the requirements of this Agreement. The appendix items are hereby provided to the Sponsor and incorporated into and made part of this Agreement.

(14) ASSURANCES/COMPLIANCE: The Sponsor shall adhere to the FAA standard airport Sponsor assurances, current FAA advisory circulars (hereinafter, "ACs") for AIP projects and/or the Commission's specifications, including but not limited to those as outlined in attached Exhibit 1. These assurances, ACs and the Commission's specifications are hereby incorporated into and made part of this Agreement. The Sponsor shall review the assurances, ACs, Commission's specifications and FAA Order 5190.6B entitled "FAA Airport Compliance Manual" dated September 30, 2009, included in the grant appendix, and notify the Commission of any areas of non-compliance within its existing facility and/or operations. All non-compliance situations must be addressed and a plan to remedy areas of non-compliance must be established before final acceptance of this project and before final payment is made to the Sponsor.

(15) LEASES/AGREEMENTS: The Sponsor shall ensure that its lease agreements provide for fair market value income and prohibit exclusive rights.

(A) Long term commitments (longer than 5 years) must provide for

renegotiation of the leases'/agreements' terms and payments at least every five (5) years.

(B) Leases/agreements shall not contain provisions that adversely affect the Sponsor's possession and control of the airport or interfere with the Sponsor's ability to comply with the obligations and covenants set forth in this grant Agreement.

(16) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the Sponsor agrees as follows:

(A) Civil Rights Statutes: 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) Administrative Rules: The Sponsor shall comply with the administrative rules of the 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) Nondiscrimination: 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) Solicitations for Subcontracts, Including Procurements of Material and Equipment: 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) Information and Reports: 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) Sanctions for Noncompliance: 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 (16) 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.

(17) CANCELLATION: 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.

(18) VENUE: 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.

(19) LAW OF MISSOURI TO GOVERN: 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.

(20) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Sponsor at the direction of the Commission shall remain the property of the Sponsor. However, Sponsor shall provide to the Commission a copy of magnetic discs that contain computer aided design and drafting (CADD) drawings and other documents generated under this grant. Information supplied by the Commission shall remain the property of the Commission. The Sponsor shall also supply to the Commission hard copies of any working documents such as reports, plans, specifications, etc., as requested by the Commission.

(21) CONFIDENTIALITY: 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.

(22) 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.

(23) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(24) 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.

(25) HOLD HARMLESS: The Sponsor shall hold the Commission harmless from any and all claims for liens of labor, services or materials furnished to the Sponsor in connection with the performance of its obligations under this Agreement. Certification statements from construction contractors must be provided to ensure all workers, material suppliers, etc., have been paid.

(26) NOTIFICATION OF CHANGE: 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.

(27) DURATION OF GRANT OBLIGATIONS: Grant obligations are effective for the useful life of any facilities/equipment installed with grant funds as stipulated in attached Exhibit 1, but in any event not to exceed twenty (20) years. There shall be no limit on the duration of the assurance, referenced in paragraph B of said Exhibit 1 against exclusive rights or terms, conditions and assurances, referenced in paragraph B-1 of said Exhibit 1, with respect to real property acquired with federal funds. Paragraph (27) equally applies to a private sponsor. However, in the case of a private sponsor, the useful life for improvements shall not be less than ten (10) years.

(A) The financial assistance provided hereunder constitutes a grant to the Sponsor. Neither the Commission nor the FAA will have title to the improvements covered by this grant, as title to same shall vest in the Sponsor.

(B) For the period as specified in this Paragraph, the Sponsor becomes obligated, upon any sale or disposition of the airport or discontinuation of operation of the airport to immediately repay, in full, the grant proceeds or proportionate amount thereof based upon the number of years remaining in the original obligation to the Commission. The Commission and the Sponsor hereby agree that during said period, the property and improvements which constitute the subject airport are subject to sale, if necessary, for the recovery of the federal pro rata share of improvement costs should this Agreement be terminated by a breach of contract on the part of the Sponsor or should the aforementioned obligations not be met.

(C) In this Section, the term "any sale or disposition of the airport" shall mean any sale or disposition of the airport: (i) for a use inconsistent with the purpose for which the Commission's share was originally granted pursuant to this Agreement; or (ii) for a use consistent with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption Agreement with the Sponsor with respect to the Sponsor's obligation under the instrument so that the transferee becomes obligated there under as if the transferee had been the original owner thereof.

(28) AMENDMENTS: 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.

(29) PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS: Contracts for professional services are to be procured by competitive proposals per federal procurement requirements (Title 49 CFR, Section 18.36). Requests for proposals/qualifications are to be publicly announced for services expected to cost more than one hundred thousand dollars (\$100,000) in the aggregate. Small purchase procedures (telephone solicitations or direct mail) may be used for services costing one hundred thousand dollars (\$100,000) or less. All professional services contracts are subject to review and acceptance by the Commission prior to execution by the Sponsor to ensure funding eligibility.

(30) ASSIGNMENT: The Sponsor shall not assign, transfer or delegate any

interest in this Agreement without the prior written consent of the Commission.

(31) BANKRUPTCY: 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.

(32) COMMISSION REPRESENTATIVE: The Commission's 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.

(33) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: 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.

(34) BAN ON TEXTING WHILE DRIVING: 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:

(A) 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 a grant or subgrant.

(B) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

1. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(35) SUSPENSION AND DEBARMENT: Sponsors entering into "covered transactions", as defined by 2 CFR § 180.200, 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 the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-federal

entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating; and

(B) Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. subcontracts).

(36) SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIVERSAL 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 Commission 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) Requirement for Data Universal Numbering System (hereinafter, "DUNS") Numbers:

1. The Sponsor that it cannot receive a subgrant unless it has provided its DUNS number to the Commission.

2. The Commission may not make a subgrant to the Sponsor unless it has provided its DUNS number to the Commission.

3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B

by telephone (currently 866-608-8220) or on the web (currently at <http://fedgov/dnb/com/webform>).

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

(38) EMPLOYEE PROTECTION FROM REPRISAL:

(A) Prohibition of Reprisals:

1. In accordance with 41 U.S.C. §4712, an employee of the Sponsor 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:

- a. Gross mismanagement of a Federal grant;
- b. Gross waste of Federal funds;
- c. An abuse of authority relating to implementation or use of Federal funds;
- d. A substantial and specific danger to public health or safety; or
- e. A violation of law, rule, or regulation related to a Federal grant.

2. The persons and bodies to which a disclosure by an employee is covered are as follows:

- a. A member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Federal office or employee responsible for oversight of a grant program;
- e. A court or grand jury;
- f. A management office of the Sponsor; or
- g. A Federal or State regulatory enforcement agency.

(B) Submission of Complaint: A person who believes that they have been subjected to a reprisal prohibited by Paragraph (A) of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General for the U.S. Department of Transportation.

(C) Time Limitation for Submittal of a Complaint: A complaint may not be brought under this subsection more than three 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 included under 41 U.S.C. §4712(b).

(E) Assumption of Rights to Civil Remedy: 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).

(39) AIRPORT LAYOUT PLAN: All improvements must be consistent with a current and approved Airport Layout Plan (hereinafter, "ALP"). The Sponsor shall update and keep the ALP drawings and corresponding narrative report current with regard to the FAA Standards and physical or operational changes at the airport.

(A) ALP approval shall be governed by FAA Order 5100.38, entitled "Airport Improvement Program Handbook."

(B) If ALP updates are required as a result of this project, the Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the Commission and submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said ALP Map is an allowable cost within the scope of this project.

(40) AIRPORT PROPERTY MAP: The Sponsor shall develop (or update), as a part of the ALP, a drawing which indicates how various tracts/parcels of land within the airport's boundaries were acquired (i.e., federal funds, surplus property, local funds only, etc.). Easement interests in areas outside the fee property line shall also be included. A screened reproducible of the Airport Layout Drawing may be used as the base for the property map.

(41) ENVIRONMENTAL IMPACT EVALUATION: The Sponsor shall evaluate the potential environmental impact of this project per FAA Order 5050.4B, entitled "National Environmental Policy Act Implementing Instructions for Airport Actions." Evaluation must include coordination with all resource agencies that have jurisdiction over areas of potential environmental impact and a recommended finding such as categorical exclusion, no significant impact, level of impact and proposed mitigation, etc.

(42) EXHIBIT "A" PROPERTY MAP: The Sponsor's existing Exhibit "A" Property Map dated October 17, 2008 will be updated as part of this grant project. The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the Commission and to submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of this project.

(43) MASTER PLAN: The Sponsor shall hire a qualified engineering/planning consultant to develop/update a master plan to identify the projected demand/development needs of the airport. The Sponsor agrees to coordinate this master planning study with the metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the Commission and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the Commission and the FAA.

(44) RUNWAY PROTECTION ZONE: The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the Commission and the FAA, in the Runway Protection Zones:

(A) Existing Fee Title Interest in the Runway Protection Zone: The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly or other use in the Runway Protection Zone, as depicted on the Exhibit "A" Property Map and the approved ALP, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the Commission and the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission and the FAA.

(B) Existing Easement Interest in the Runway Protection Zone: The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

(C) Future Interest in the Runway Protection Zone: The Sponsor agrees that it will make every effort to acquire fee title or easement in the Runway Protection Zones for runways that presently are not under its control within five years of this grant agreement. The Sponsor further agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the Commission and the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission and the FAA.

(45) SPECIAL CONDITIONS: The following special conditions are hereby made part of this Agreement:

(A) Lobbying and Influencing Federal Employees: All contracts awarded by the Sponsor shall include the requirement for the recipient to execute the form entitled "CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS" included in the grant appendix.

This requirement affects grants or portions of a grant exceeding one hundred thousand dollars (\$100,000).

(B) Safety Inspection: The Sponsor shall eliminate all deficiencies identified in its most recent annual safety inspection report (FAA Airport Master Record Form 5010-1). If immediate elimination is not feasible, as determined by the Commission, the Sponsor shall provide a satisfactory plan to eliminate the deficiencies and shall include this plan with phased development as outlined in a current and approved airport layout plan.

(C) Sponsor's Disadvantaged Business Enterprise (DBE) Program: When the grant amount exceeds two hundred fifty thousand dollars (\$250,000), the Sponsor hereby adopts the Commission's Disadvantaged Business Enterprise (hereinafter, "DBE") program that is incorporated into this grant agreement by reference.

Only DBE firms certified by the Commission will qualify when considering DBE goal accomplishments.

(D) Disadvantaged Business Enterprise Required Statements:

(1) Policy: It is the policy of the USDOT that DBEs, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

(2) Contract Assurance: The Commission and the Sponsor will ensure that the following clause is placed in every USDOT-assisted contract and subcontract:

“The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out the applicable requirements of Title 49 Code of Federal Regulations, Part 26 in the award and administration of any United States Department of Transportation-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.”

(This assurance shall be included in each subcontract the prime contractor signs with a subcontractor.)

(3) Federal Financial Assistance Agreement Assurance: The Commission and the Sponsor agree to and incorporate the following assurance into their day-to-day operations and into the administration of all USDOT-assisted contracts; where “recipient” means MoDOT and/or any MoDOT grantee receiving USDOT assistance:

“MoDOT and the Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation-assisted contract or in the administration of the United States Department of Transportation’s DBE Program or the requirements of Title 49 Code of Federal Regulations, Part 26. The recipient shall take all necessary and reasonable steps under Title 49 Code of Federal Regulations, Part 26 to ensure nondiscrimination in the award and administration of United States Department of Transportation-assisted contracts. The recipient’s DBE Program, as required by Title 49 Code of Federal Regulations, Part 26 and as approved by the United States Department of Transportation, is incorporated by reference into this agreement. Implementation of this program is a legal obligation and for failure to carry out its approved program, the United States Department of Transportation may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under Title 18 United States Code,

Section 1001 and/or the Program Fraud Civil Remedies Act of 1986 (Title 31 United States Code, Section 3801 *et seq.*).”

The Commission and the Sponsor shall ensure that all recipients of USDOT-assisted contracts, funds, or grants incorporate, agree to and comply with the assurance statement.

(4) Prompt Payment: The Commission and the Sponsor shall require all contractors to pay all subcontractors and suppliers for satisfactory performance of services in compliance with section 34.057 RSMo, Missouri’s prompt payment statute. Pursuant to section 34.057 RSMo, the Commission and the Sponsor also require the prompt return of all retainage held on all subcontractors after the subcontractors’ work is satisfactorily completed, as determined by the Sponsor and the Commission.

All contractors and subcontractors must retain records of all payments made or received for three (3) years from the date of final payment, and these records must be available for inspection upon request by any authorized representative of the Commission, the Sponsor or the USDOT. The Commission and the Sponsor will maintain records of actual payments to DBE firms for work committed to at the time of the contract award.

The Commission and the Sponsor will perform audits of contract payments to DBE firms. The audits will review payments to subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation and that payment was made in compliance with section 34.057 RSMo.

(5) MoDOT DBE Program Regulations: The Sponsor, contractor and each subcontractor are bound by MoDOT’s DBE Program regulations, located at Title 7 Code of State Regulations, Division 10, Chapter 8.

(E) Disadvantaged Business Enterprises—Professional Services: DBEs that provide professional services, such as architectural, engineering, surveying, real estate appraisals, accounting, legal, etc., will be afforded full and affirmative opportunity to submit qualification statements/proposals and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for selection for this project. The DBE goals for professional services will be determined by the Commission at the time each proposed service contract is submitted for the Commission’s approval.

(F) Consultant Contract and Cost Analysis: The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this grant until the Commission has received the consultant contract, the Sponsor’s analysis of costs, and the independent fee estimate.

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

Executed by the Sponsor this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF MOBERLY

By _____

By _____

Title _____

Title _____

Attest:

Attest:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Commission Counsel

Ordinance No. _____
(if applicable)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, 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 Airport and Airway Improvement Act of 1982, as amended. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

CITY OF MOBERLY

Name of Sponsor's Attorney (typed)

Signature of Sponsor's Attorney

Date _____

APPENDIX STATE BLOCK GRANT AGREEMENT

Purpose

The purpose of this appendix is to provide the sponsors with sufficient information to carry out the terms of the state block grant agreement and implement their project.

The key items are listed below and are available on the MoDOT website (<http://www.modot.mo.gov/>), the FAA website (<http://www.faa.gov/index.cfm>), the State Block Grant Program Guidance Handbook or other website as indicated.

EXHIBIT 1

Aviation - Grant Programs, Documentation, Guidance

State Block Grant Program (Federal Funds)

- MoDOT Guidance Handbook**
 - About the Handbook (26 kb, 1 page)
 - Index (57 kb, 3 pages)
 - Section 1 - Grant Application and Project Selection (35 kb, 5 pages)
 - Section 2 - Project Environmental Requirements (27 kb, 3 pages)
 - Section 3 - Airport Planning Projects (29 kb, 4 pages)
 - Section 4 - Land Acquisition (14 kb, 3 pages)
 - Section 5 - Procurement of Engineering Services (35 kb, 4 pages)
 - Section 6 - Project Development (77 kb, 11 pages)
 - Federal-Required Documentation Checklist (Advertising) (38 kb, 1 page)
 - Federal-Required Documentation Checklist (Construction Projects) (38 kb, 1 page)
- FAA Airport Sponsor Guide**

State Aviation Trust Fund Program (State Funds)

- State Aviation Trust Fund Program Procedures (51 kb, 5 pages) State Required Documentation Checklist (44 kb, 1 page)

Sponsor CIP Submittal

- Sponsor's Guide on Submitting CIP (980 kb, 11 pages) MoDOT AirportIQ System Manager (ASM) Website

Financial Forms

- Grant Funding Application (424 kb, 22 pages) Air Service Development Application State Transportation Assistance Revolving (STAR) Loan Application Outlay Report and Request for Reimbursement (Federal 95%) (Form 271) (106 kb, 1 page) Request for Payment (State 90%) (100 kb, 1 page)

Consultant Procurement

- Sample Advertisement Consultant Selection ACEC MO Qualifications Based Selection (QBS) Guidance MSPE Qualifications Based Selection (QBS) Guidance

Federally Funded Projects

- FAA Advisory Circular 150/1500-14E-Architectural, Engineering, and Planning Consultant Services For Airport Grant Projects
- Aviation Project Consultant Agreement (256 kb, 43 pages) -Exhibit IV- Derivation of Consultant Project Costs (53kb, 1 page) -Exhibit V -Engineering Basic and Special Services-Cost Breakdown 67 kb, 1 page)
- Aviation Project Consultant Supplemental Agreement No. 1 (103 kb, 5 pages) -Exhibit IV- Derivation of Consultant Project Costs (Construction) (56 kb, 1 page) -Exhibit V -Engineering Construction Services-Cost Breakdown (65 kb, 1 page)
- Sample Letter of Recommendation of Approval for Project Consultant Agreement (22 kb, 1 page) Sponsor Certification for Selection of Consultants (form) (38 kb, 2 pages)

State Funded Projects Missouri Revised Statutes Sections 8.285-8.291 (23 kb, 2 pages) State Aviation Trust Fund Project Consultant Agreement (189 kb, 35 pages)
 -Exhibit IV- Derivation of Consultant Project Costs (53 kb, 1 page) -Exhibit V -Engineering Basic and Special Services-Cost Breakdown (67 kb, 1 page) Sample Letter of Recommendation of Approval for Project Consultant Agreement (22 kb, 1 page) Certification of Compliance (form) (33 kb, 1 page)

Airports Resources

Obstructions Evaluation Submission (electronic 7460-1) Notice of Proposed Landing 7480-1 (form) FAA Series 150 Advisory Circulars for Airports FAA Airport's GIS Website Aeronautical GIS Survey Scope of Work Request for new or amended Instrument Approach Procedures Airport Layout Plan (ALP) and Narrative Checklist (277 kb, 10 pages) VGSI Data Form and Request for Flight Inspection (55 kb, 1 page)

Land Acquisition

Land Acquisition Guidance MoDOT Approved Appraiser List Sponsor Certification for Certificate of Title (form) (85 kb, 12 pages) Sponsor Certification of Environmental Site Assessment (form) (43 kb, 2 pages) Sponsor Certification for Real Property Acquisition (form) (48 kb, 3 pages) Exhibit A Property Map Guidance

Environmental

Environmental Guidance Undocumented Categorical Exclusion Letter (Environmental Clearance Letter) (21kb, 1 page) Documented Categorical Exclusion-FAA SOP 5.XX (355 kb, 8 pages) Documented Categorical Exclusion-MoDOT Signature Page (24 kb, 1 page)

Compliance

Compliance Guidance Standard DOT Title VI Assurances (43 kb, 4 pages) Sponsor Questionnaire-Airport Compliance Status (130 kb, 16 pages) FAA/MoDOT Lease Requirements, Recommendations, and Guidance (95 kb, 5 pages)

Utility Adjustments

Utility Agreement (71 kb, 36 pages)

Engineering, Design, and Construction

- Sponsor Certifications For Federally Funded Projects**
 - Sponsor Certification for Conflict of Interest
 - Sponsor Certification for Drug-Free Workplace
 - Sponsor Certification for Projects Plans and Specifications (46 kb, 2 pages)
 - Sponsor Certification for Equipment/Construction Contracts (46 kb, 3 pages)
 - Sponsor Certification for Construction Project Final Acceptance (46 kb, 3 pages)
 - Sponsor Certification for Equipment Final Acceptance (38 kb, 2 pages)

Construction Project Items

Federal Projects

- Weekly DBE Compliance Review Report (38 kb, 2 pages)

Federal & State Projects

- Sample Letter of Recommendation to Award for Construction Contracts (22 kb, 1 page)
- Weekly Construction Progress and Inspection Report (35 kb, 1 page)
- Weekly Wage Rate Interview Report (32 kb, 1 page)
- Change Order and Supplemental Agreement Instructions (68 kb, 3 pages)
- Change Order and Supplemental Agreement Form (Auto) (28 kb, 1 page)

Project Closeout Items

Federal Projects

- Sample Certification Letter from Prime Contractor Regarding DBE's (24 kb, 1 page)
- DBE Documentation – Final Construction Report

Federal & State Projects

- Final Testing Report (Checklist) (70 kb, 3 pages)
- Electrical Systems Testing Report (36 kb, 1 page)
- Precision Approach Path Indicator (PAPI) Inspection Report (47 kb, 1 page)
- Contractor's Certification Regarding Settlement of Claims (37 kb, 12 pages)

MoDOT Construction Specifications

Federally Funded Projects

- Federal-Preparation of Project Plans and Specifications (307 kb, 127 pages)
- Federal-Construction Observation Program (293kb, 22 pages)
- Federal-Preparation of Equipment Specifications (240 kb, 42 pages)
- AC 150/5370-10G Standards for Specifying Construction of Airports

Federal & State Projects

- Construction Observation Program (Non-Paving) (91 kb, 10 pages)
- Construction Observation Program-Required Tests and Certifications (75 kb, 17 pages)
- Construction Project Review Level Matrix
- Construction Plans Full Review Checklist
- Construction Plans General Review Checklist
- Safety Plan Checklist

State Funded Projects

- State-Preparation of Project Plans and Specifications (585 kb, 84 pages)
- State-Construction Observation Program (266 kb, 18 pages)
- MO-100 Mobilization (28 kb, 1 page)
- MO-152 Excavation and Embankment (71 kb, 11 pages)
- MO-155 Fly Ash Treated Subgrade (45 kb, 5 pages)
- MO-156 Erosion and Sediment Control (50 kb, 6 pages)
- MO-161 Woven Wire Fence with Steel Posts (37kb, 3 pages)
- MO-162 Chain-Link Fences (39 kb, 3 pages)
- MO-209 Crushed Aggregate Base Course (35 kb, 4 pages)
- MO-401S Plant Mix Bituminous Pavements (87 kb, 14 pages)
- MO-500 Joint and Crack Resealing-Concrete Pavement (36 kb, 3 pages)
- P-501 Portland Cement Concrete Pavements is now required for Aviation Projects in Missouri. Find the form on the linked FAA page. (effective May 2013)
- MO-601 Surface Preparation (38 kb, 4 pages)
- MO-602 Bituminous Prime Coat (29 kb, 2 pages)
- MO-603 Bituminous Tack Coat (29 kb, 2 pages)
- MO-610 Structural Portland Cement Concrete (45 kb, 5 pages)
- MO-620 Runway and Taxiway Painting (43 kb, 4 pages)

- MO-622 Crack and Joint Sealing-Bituminous Pavement (*31 kb, 3 pages*)
- MO-623 Pavement Friction Sealcoat Surface Treatment (*48 kb, 5 pages*)
- MO-701 Pipe for Storm Drains and Culverts (*38 kb, 4 pages*)
- MO-706 Prefabricated Underdrains (*54 kb, 5 pages*)
- MO-901 Seeding (*71 kb, 7 pages*)
- MO-905 Topsoiling (*25 kb, 2 pages*)

- MO-908 Mulching (27 kb, 2 pages) □ **MoDOT Electrical Specifications** (State Funded Projects)
- MO-101 Airport Rotating Beacons (39 kb, 5 pages)
- MO-103 Airport Beacon Towers (36 kb, 4 pages)
- MO-107 Airport 8-Foot and 12-Foot Wind Cones (36 kb, 4 pages)
- MO-108 Underground Power Cable for Airports (402 kb, 12 pages)
- MO-109 Airport Prefabricated Housing and Equipment (373 kb, 7 pages)
- MO-110 Airport Underground Electrical Duct Banks and Conduits (56 kb, 8 pages)
- MO-120 Airport Precision Approach Path Indicator (PAPI) System (41 kb, 5 pages)
- MO-125 Airport Lighting Systems and Guidance Signs (51 kb, 5 pages)

Airports Central Region – AIP Guide Index

This guide has been prepared to assist Central Region airport owners and their consultants in obtaining and administering an Airport Improvement Program (AIP) grant. Users of this guidance shall note that requirements for AIP participation are established within applicable United States Code, Public Law, Federal Regulations and official FAA policy. The supplemental guidance and best practices provided within this guide are not intended to create additional participation requirements over and above that established by statute, regulation, or official FAA policy. In the event this guidance conflicts with current AIP policy, the AIP policy has precedence. Web site address http://www.faa.gov/airports/central/aip/sponsor_guide/

100 - Airport Improvement Program (AIP)

110 - Overview 120 - Checklists for Typical AIP Funded Projects 130 - Sponsor Eligibility 140 - Project Eligibility 150 - AIP Obligations 160 - FAA Standards 170 - Non-Primary Entitlement Funds

200 - Civil Rights

210 - DBE Overview 220 - DBE Program Submittal Information 230 - DBE Goals 240 - Good Faith Efforts 250 - DBE Contract Provisions 260 - DBE Reporting Requirements 270 - Identifying DBE Fraud

300 - Procurement of Professional Services

310 - Procurement Requirements and Standards for A/E Services
 320 - Roles and Responsibilities
 330 - Selection Guide
 340 - Contract Establishment
 350 - Acquiring a Surveyor for AGIS

400 - Procurement

410 - Procurement Standards - §18.36(b)
 420 - Competition - §18.36(c)
 430 - Procurement Methods - §18.36(d)
 440 - Small & Minority Firms & Womens Business Enterprises - §18.36(e)
 450 - Cost and Price Analysis - §18.36(f)
 460 - FAA Review of Procurement Documents - §18.36(g)
 470 - Bond Requirements - §18.36(h)
 480 - Federal Provisions - §18.36(i)
 490 - Buy American Preferences - Title 49 USC 501

500 - Airport Planning

510 - National Plan of Integrated Airport Systems (NPIAS) 515 - Master Plans 520 - Airport Layout Plans 530 - Environmental Review 540 - Airport Site Investigations 550 - Runway Protection Zones 560 - Airport Property Interests 570 - Apron Design 580 - Planning Resources

600 - Project Formulation

610 - Requesting Aid: ACIP 620 - Benefit/Cost Analysis 630 - FAA Reimbursable Agreements

700 - Grant Implementation

710 - Project Initiation 720 - Project Application 730 - Sponsor Assurances 740 - Drug Free Workplace Requirements 750 - Title VI Assurance 760 - Executing the Grant Offer

800 - Sponsor Certification

900 - Project Design Development Projects

910 - Predesign Conference 920 - Engineer's Design Report 930 - Plans and Specifications 940 - Regional Approved Modifications to AC 150/5370-10 950 - Sponsor Modifications of FAA Standards 960 - Operational Safety on Airport During Construction

1000 - Construction Phase

1010 - Bidding 1020 - Contract Award 1030 -
Construction Observation Program 1040 -
Preconstruction Conference 1050 -
Notice-to-Proceed 1060 - Labor Provisions 1070 -
Inspections 1080 - Contract Modifications

1100 - Runway Commissioning

1110 - Airports Geographic Information Systems
(AGIS) 1120 - Revising Airport
Aeronautical Information 1130 - Runway
Commissioning Data 1140 - Commissioning of
Non-Federal VGSI

1200 - Equipment Projects

1210 - Federal Provisions 1220
- Sample Bid Documents

1300 - Airport Land Acquisition

1310 – Land Acquisition Requirements
1320 - Environmental Site Assessment
1320 - Satisfactory Evidence of Good Title

Making the Grant Drawdown 1530 -
Invoice Summary 1540 - Financial
Reports 1550 - Payment History
1560 - Improper Payments

1600 - Grant Closeout

1610 - Development Project Closeout
1620 - Equipment Project Closeout
1630 – Planning Grant Closeout
1640 – Grant Amendment

1700 - Post Grant Obligations

1710 - Record Keeping 1720 -
Audit Requirements 1730 -
Financial Reports 1740 -
Compliance 1750 - Pavement
Maintenance 1760 - Release of
Airport Property

Updated: December 8, 2016

1400 - Sponsor Force Accounts

1410 - Force Account Overview 1420 - Force
Account Engineering Services 1430 -
Construction Force Account

1500 - Grant Payments

1510 - DELPHI eInvoicing System 1520 -



FAA Airports

ASSURANCES Airport Sponsors

A. General.

- 1 These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- 2 These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. 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.
- 3 Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

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 project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act -40 U.S.C. 276(a), et seq.¹
- 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.^{1,2}
- 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.¹
- 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.¹
- l. 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.¹
- s. Power plant and Industrial Fuel Use Act of 1978 -Section 403-2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act -40 U.S.C. 327, et seq.¹
- 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.¹
- 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 Opportunity¹
- 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 Construction¹
- f. Executive Order 12898 -Environmental Justice

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. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 -Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 -Investigative and Enforcement Procedures¹ 14 CFR Part 16 Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 -Airport noise compatibility planning.
- f. 28 CFR Part 35-Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 -U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 -Procedures for predetermination of wage rates.¹
- i. 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
- j. 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).
- k. 41 CFR Part 60 -Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 -Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 -New restrictions on lobbying.
- n. 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.
- o. 49 CFR Part 23 -Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1,2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 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.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 41 -Seismic safety of Federal and federally assisted or regulated new building construction.

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.

Footnotes to Assurance C.1.

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

5

Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

6

Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

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 project; that a resolution, motion or similar action has been duly adopted or passed as an official act of 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 project 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. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

a. 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.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. 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 It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c . For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d . For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e . 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 these assurances for the duration of these assurances.
- f . 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, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g . Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that is in permission for the owner of residential real property adjacent to or near the airport must comply with the

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) 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.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, 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. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

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

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. 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 project 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.

14. 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.

15. 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.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. 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.

20. Hazard Removal and Mitigation.

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.

21. Compatible Land Use.

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. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

1. **Economic Nondiscrimination.**
2. **Exclusive Rights.**

- b It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its

title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the

- b It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its

title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

c

- . For all noise compatibility program projects which are to be carried out by

another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d

- . For noise compatibility program projects to be carried out on privately owned

property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e

- . 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 these assurances for the duration of these assurances.

f

- . 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, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

g

- . Sponsors of commercial service airports will not permit or enter into any

arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that 237 is in permission for the owner of residential real property adjacent to or near the airport must comply with the

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it 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 and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. 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. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. 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.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. 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.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
 - 1) 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 nonaviation 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. 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.

30. Civil Rights.

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 § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all nondiscrimination 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 agreement 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 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 nondiscrimination 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.
- 3) 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, project, 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, project, 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, sub-grantees, 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.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if

(1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and
 (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which 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.

34. Policies, Standards, and Specifications.

It will carry out the project 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, dated _____ (the latest approved version as of this grant offer) and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

1. Relocation and Real Property Acquisition.

b It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its

title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's

2. Access By Intercity Buses.

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.

37. Disadvantaged Business Enterprises.

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 DBE and 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).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

**CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP FUNDED
AND PFC APPROVED PROJECTS**

Updated April 18, 2019

View the most current versions of these ACs and any associated changes at
http://www.faa.gov/airports/resources/advisory_circulars/.

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1-2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1-7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5200-28E	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operation Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue Fire and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Fire Fighting Station Building Design

150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVIS)
150/5220-10E	Guide Specifications for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting System (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance –Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys; Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS; Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste

150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength – PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specifications for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specifications for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specifications for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specifications for L-823 Plug And Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)

150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standards for Specifying Construction of Airports
150/3570-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/3570-12B	Quality Management for Federally Funded Airport Construction Projects
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/3570-15B	Airside Applications for Artificial Turf
150/3570-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/3570-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program (PMP)
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

The MoDOT DBE Program is available on the MoDOT website at the following address:
http://www.modot.org/business/contractor_resources/External_Civil_Rights/DBE_program.htm.

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: City Clerk WS #15.
 Date: August 5, 2019

Agenda Item: An Ordinance establishing the Tax Levy for the City of Moberly, Missouri for the year 2019.

Summary: This Ordinance is in compliance with Missouri State Statutes and must be adopted by September 1 of each year in order to collect taxes for the year.

Recommended Action: Approve the Ordinance at the next Council Meeting.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:		Role Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ Jeffrey	___	___
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution			
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	Council Member		
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ Brubaker	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ Kimmons	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Davis	___	___
<input type="checkbox"/> Citizen	<input checked="" type="checkbox"/> Legal Notice	M___ S___ Kyser	___	___
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE TAX LEVY FOR THE CITY OF MOBERLY, MISSOURI FOR THE YEAR 2019.

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

SECTION ONE: There is levied for the year 2019 for general revenue purposes for the fund known as the **“General Fund”**, on all property subject to taxation within the City of Moberly, Missouri, the sum of \$0.7223 on each \$100.00 of valuation thereof.

SECTION TWO: There is hereby levied for the year 2019 on all property subject to taxation in the City of Moberly, Missouri of \$0.3352 on each \$100.00 valuation thereof for the fund known as the **“Park Fund”**.

SECTION THREE: This Ordinance shall take effect and be in force from and after its passage and adoption by the Council 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 ADOPTED by the Council of the City of Moberly, Missouri on this _____ day of August 2019.

Presiding Officer at Meeting

ATTEST:

D. K. Galloway
City Clerk



NICOLE GALLOWAY, CPA
Missouri State Auditor

RECEIVED WS #15.
AUG - 2 2019
OFFICE OF CITY CLERK
MOBERLY, MO

CERTIFICATION LETTER
August 01, 2019

County Clerk
Randolph County
372 Hwy JJ, Ste. 2B
Huntsville, MO 65259-0000

RE: 09-088-0007 City of Moberly

Dear County Clerk:

We have received information to substantiate compliance with Missouri law for the 2019 property tax rates for the above-captioned taxing authority. Section 137.073.6, RSMo, requires the State Auditor to examine such information and return to the county clerk our findings regarding the property tax rate ceilings and the debt service levy, if applicable. The State Auditor's Office has relied on information presented and representations made by the taxing authority for our review of the tax rate ceiling(s) and actual property tax rate(s) levied. Our findings are based upon existing constitutional provisions, statutes, rulings, and court decisions.

We understand that the taxing authority's property tax rate ceiling(s) and actual property tax rate(s) levied for 2019 to be as follows:

Purpose	Tax Rate Ceiling or Maximum Allowable Debt Service	Sales Tax Reduction	20% Required Reduction 1st Class Charter County Political Subdivision Not Submitting Estimate Non-Binding Tax Rate	Voluntary Reduction	Recoupment Rate	CERTIFIED RATE	Taxing Authority's Proposed Rate	Complies with MO Laws Yes/No
General Revenue	0.7223	0.0000	0.0000	0.0000	0.0000	0.7223	0.7223	Yes
Parks & Recreation	0.3352	0.0000	0.0000	0.0000	0.0000	0.3352	0.3352	Yes

Based on the information submitted by the taxing authority we find the CERTIFIED RATE(S) for the taxing authority as listed above, complies or does not comply with the provisions Section 137.073, RSMo, as indicated above. Any taxing authority levying a rate(s) higher than the certified rate(s) is/are not in compliance with Missouri laws. All tax levies not in compliance will receive a Notification of Non-Compliance Letter sent certified mail, will be referred to the Missouri Attorney General's Office pursuant to Section 137.073.6(2), RSMo, and will also be noted in our Review of 2019 Property Tax Rates report. A copy of this letter must be sent by your office to the above captioned political subdivision to comply with Section 137.073.6, RSMo.

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Parks
 Date: August 5, 2019

WS #16.

Agenda Item: A Resolution Authorizing The City Manager To Execute A Consent And Agreement Between Heritage Hills Golf Course, LLC And Moberly, Missouri Public Building Corporation.

Summary: Our purchase agreement with Orscheln for the golf course requires Orscheln’s consent for any material alteration at the golf course during the life of the agreement. Installation of solar panels on the cart barn (or anywhere else for that matter) constitutes a material alteration and must be agreed to by Orscheln and the Public Building Corporation (the record owner of the course). This agreement must be completed before we enter into Phase II of the solar installation.

Recommended Action: Direct staff to bring to the August 19th Council meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:	Roll Call	Aye	Nay
<input type="checkbox"/> Memo			
<input type="checkbox"/> Staff Report			
<input type="checkbox"/> Correspondence			
<input type="checkbox"/> Bid Tabulation			
<input type="checkbox"/> P/C Recommendation			
<input type="checkbox"/> P/C Minutes			
<input type="checkbox"/> Application			
<input type="checkbox"/> Citizen			
<input type="checkbox"/> Consultant Report			
<input type="checkbox"/> Council Minutes			
<input type="checkbox"/> Proposed Ordinance			
<input checked="" type="checkbox"/> Proposed Resolution			
<input type="checkbox"/> Attorney's Report			
<input type="checkbox"/> Petition			
<input type="checkbox"/> Contract			
<input type="checkbox"/> Budget Amendment			
<input type="checkbox"/> Legal Notice			
<input type="checkbox"/> Other _____			
	Mayor		
	M___ S___ Jeffrey	___	___
	Council Member		
	M___ S___ Brubaker	___	___
	M___ S___ Kimmons	___	___
	M___ S___ Davis	___	___
	M___ S___ Kyser	___	___
		Passed	Failed

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSENT AND AGREEMENT BETWEEN HERITAGE HILLS GOLF COURSE, LLC AND MOBERLY, MISSOURI PUBLIC BUILDING CORPORATION.

WHEREAS, the city proposes to enter into an agreement with Moberly Solar, LLC to install solar panels at various locations including the cart barn building at the Moberly golf course; and

WHEREAS, the Asset Purchase and Sale Agreement entered into between the city and Heritage Hills Golf Course, LLC requires the consent of Heritage Hills Golf Course, LLC before any material alteration of golf course assets occurs; and

WHEREAS, the installation of solar panels on the cart barn is a material alteration of a golf course asset; and

WHEREAS, the Moberly, Missouri, Public Building Corporation is the record owner of the golf course property and therefore must also agree to the material alteration; and

WHEREAS, attached hereto is a Consent and Agreement document granting consent for the material alteration of the golf course by installation of solar panels upon execution by the city, Heritage Hills Golf Course, LLC and Moberly, Missouri Public Building Corporation.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby directs the City Manager to execute the Consent and Agreement attached hereto and to take such other and further measures which may be necessary to complete the intent of this Resolution.

RESOLVED this 19th day of August, 2019, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

CONSENT AND AGREEMENT

This Agreement (this “**Agreement**”) is made as of this ____ day of July, 2019 (the “**Effective Date**”), by and between Heritage Hills Golf Course LLC, a Missouri limited liability company (“**Heritage**”), and the City of Moberly, Missouri, a city of the third class and Missouri municipal corporation (the “**City**”) and Moberly, Missouri, Public Building Corporation, a Missouri nonprofit corporation (“**PBC**”).

WHEREAS, Heritage and the City entered into an Asset Purchase and Sale Agreement, dated as of January 7, 2019 (the “**Purchase Agreement**”) regarding a public golf course facility located at 3534 State Highway JJ South, Moberly, Missouri and generally known as Heritage Hills Golf Course (the “**Golf Course**”)

WHEREAS, PBC is now the record owner of the Golf Course and has executed a deed of trust (the “**Deed of Trust**”) dated _____ in favor of Heritage secured by the Golf Course.

WHEREAS, the City desires to install solar panels on various portions of the Golf Course including on the roof of a certain building commonly known as the cart barn (the “**Cart Barn**”).

WHEREAS, the parties to this Agreement acknowledge and agree that such installation on the roof of the Cart Barn represents a “material alteration” of the Real Estate (as referenced in Section 6.3 of the Purchase Agreement) which requires the consent of Heritage and that Heritage is willing to grant its consent thereto only upon the terms and conditions of this Agreement which terms and conditions the parties to this Agreement acknowledge and agree are reasonable.

WHEREAS, any defined terms used in this Agreement shall have the same definition, if any, as ascribed to them in the Purchase Agreement unless otherwise expressly defined in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, the parties agree as follows:

1. The above recitals are incorporated herein by reference.
2. Pursuant to Section 6.3 of the Purchase Agreement, Heritage consents to the City and PBC installing solar panels (the “**Solar Panels**”) on various portions of the Golf Course, including on the surface of the Real Estate and on the roof of the cart barn; provided, Heritage does not consent to any installment of Solar Panels or any other material alteration to the main clubhouse building. As such, no Solar Panels will be installed on the main clubhouse building or any other building or structure on the Real Estate.
3. After such installation, the City may only remove the Solar Panels (a) from the surface of the Real Estate upon restoring the Real Estate to its original condition prior to such installation and (b) from the Cart Barn upon the following conditions:
 - a. The City must cause the roof of the Cart Barn to be restored to its original condition before such installation of such Solar Panels including, without limitation, in the event of any roof penetrations, the plugging of any holes in the decking of the roof and the replacement of any shingles penetrated or otherwise affected by such penetrations or installation, all in a commercially reasonable manner and to the reasonable satisfaction of Heritage.
 - b. At least twenty (20) days prior to such removal, the City shall notify Heritage in writing, in the manner as provided in written notices in the Purchase Agreement,

and, upon request from Heritage, the City shall only perform such removal and restoration with a representative of Heritage present.

- 4. Within ninety (90) days after the date of this Agreement, the City shall ratify and confirm this Agreement pursuant to a duly authorized City Ordinance. The Solar Panels shall not be installed before the signing of such City Ordinance.
- 5. By their signatures below, the parties hereby agree to bind themselves and their successors or assigns to the terms of this Agreement. The parties acknowledge and agree that fax or PDF signatures on this Agreement shall be given the same effect as original signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first mentioned above.

Heritage

City

Heritage Hills Golf Course LLC

City of Moberly, Missouri,

By: _____
Barbara A. Westhues
Executive Vice President

By: _____
Jerry Jeffrey
Mayor

ATTEST:

D.K. Galloway CMC/MRCC, City Clerk

PBC

Moberly, Missouri, Public Building Corporation

By: _____
Name: _____
Title: _____

City of Moberly City Council Agenda Summary

Agenda Number: WS #17.
 Department: City Manager
 Date: August 5, 2019

Agenda Item: Proposal from the Tourism Advisory Commission

Summary: At the July 19, 2019 Moberly Tourism Commission meeting following proposals were reviewed and recommended approval by the Commission.

A proposal from Randolph County Family Community Education for advertising their FCE Craft & Gift Show event requesting \$500 for the event for advertising. The board made a motion to approve this request for \$500. Points received was 35 out of 35.

A proposal from Main Street Moberly requesting \$1,000 (minimum is \$1,000) for the Junk Junktion event for advertising. The board made a motion to approve this request for \$1,000. Points received was 35 out of 35.

Recommended Action: Direct staff to bring to the August 19th Council meeting for final approval

Fund Name: Non-Resident Lodging Tax Fund

Account Number: 102.000.5212

Available Budget \$: N/A

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M__ S__ Jeffrey	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution	Council Member		
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	M__ S__ Brubaker	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M__ S__ Kimmons	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M__ S__ Davis	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M__ S__ Kyser	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice			
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed



MOBERLY TOURISM COMMISSION

GRANT APPLICATION

PROJECT SCORE SHEET

Date: 7-19-19

Tourism Board Member Name: _____

Name of Event: Craft Show

Name of Organization: Randolph Cty Family Community Educ.

Evaluation Factors	Possible Points	Score
Quantify expansion of tourism in Moberly	5	5
Positive Community Impact to Moberly	5	5
Quality and Uniqueness of proposed Project	5	5
Positive Economic Impact to Moberly	5	5
Stability of Management and capacity	5	5
Evidence of Community Support	5	5
Overnight Hotel Stays, Retail, Restaurant	5	5
Total	35	35

The following values are assigned to each numeric spread:

- Outstanding - 5 points
- Excellent - 4 points
- Good - 3 points
- Marginal - 2 points
- Poor - 1 point

500⁰⁰



Name of Organization: Randolph County Family Community Education Date: June 22, 2019

Contact Person: Betty Mayo

Address: 3282 C.R. 2130 Huntsville, MO 65259 Telephone: 660-277-4712/670-2560

Date of Event: 11/8 -9 Name of Event: FCE Craft & Gift Show

How Event Promotes Tourism in Moberly

What are the specific, measurable Tourism benefits your event or capital project produces?

To help with ads to more towns in Missouri and surrounding states. Vendors and shoppers to stay in the hotels, use the cam

How does your event promote tourism, conventions, and other events within the city?

Brings in vendors from 40 towns in Missouri;3 from Illinois, 5 from Ohio, 2 from Wisconsin, 2 from Florida, 2 from Kansas, and 4

How does your event attract non-residents?

We send a flyer to all the towns the vendors are coming from, all beauty shops in and around Moberly, 6 newspapers, seven rac

If your application were accepted, how would the tourism funds granted be used? (If marketing, fill out itemized marketing budget)

Get more advertisements in other towns and states.

Financial Statement (See Attached)

Statement of Assurances

Any funds received under this grant will be used for the purposes described in this application. The figures, facts, and representations in this application are true and correct to be best of my knowledge.

Name (Please Print): Betty Mayo

Signature: _____

Date: 6/22/2019 Title or Office: 260 id: County FCE President/chairman of show

Detailed Budget

Event: Randolph County Family & Community Education Craft & Gift Show

Date of Event: November 8 & 9, 2019 Date of Application: June 22, 2019

Sponsor: Randolph County Family & Community Education

Actual Last Year 2018

or

First Annual Budget

Estimated Present Year 2019

Income (Estimated)

Rental Booths	\$3440.00	\$3440.00
Entry Fees/ Gate Receipts	\$1693.00	\$3000.00
Donations/ Sponsorships		
T-Shirts and Souvenirs		
Food and Drinks, Etc.		
Moberly Tourism Grant	\$385.00	\$500.00
Other: (Explain)		
Total Income (Estimated)	\$5518.00	\$6940.00

Expenses (Itemized)

Advertising *	\$950.00	\$1203.00
T-Shirts and Souvenirs Food, Drinks, Etc.		
Labor Costs		
Entertainment		
Supplies	\$49.00	\$49.00
Postage	\$84.53	\$84.53
Rental	\$1065	\$1065
Insurance	\$1625.00	\$1625.00
Payout, awards, prizes, contest Winnings		
Other (Explain)		
Total Expenses (Estimated)	\$3773.53	\$4026.54

***If marketing grant application, fill out itemized marketing budget sheet.
 *Omitting required information will disqualify your application**

Itemized Budget of Marketing Grant Funds

(Grant column should match grant dollars in detailed budget) (Total cost should match Advertising dollars in detailed budget)

Item	Description	Total Cost	Grant
ads	newspapers, fliers, radio, TVs	\$1203	\$500
rent to MACC	rent for two days for Activity Center at MACC	\$1065	
postage	forms to vendors, fliers to businesses	\$100	
donations	\$200 to 4-H; \$400 to high school scholarships, \$800 to MACC New Traditions		
	\$200 to FCE State Conference scholarships	\$1675.00	
	TOTAL	\$4026.53	\$500.00



MOBERLY TOURISM COMMISSION

GRANT APPLICATION

PROJECT SCORE SHEET

Date: 7-19-19

Tourism Board Member Name: _____

Name of Event: Junk Junction

Name of Organization: Maid Street Moberly

Evaluation Factors	Possible Points	Score
Quantify expansion of tourism in Moberly	5	5
Positive Community Impact to Moberly	5	5
Quality and Uniqueness of proposed Project	5	5
Positive Economic Impact to Moberly	5	5
Stability of Management and capacity	5	5
Evidence of Community Support	5	5
Overnight Hotel Stays, Retail, Restaurant	5	5
Total	35	35

The following values are assigned to each numeric spread:

- Outstanding - 5 points
- Excellent - 4 points
- Good - 3 points
- Marginal - 2 points
- Poor - 1 point

\$1,000

City of *Moberly!*

Name of Organization: Main Street Moberly Date: 7/9/19

Contact Person: Paula Heath

Address: 419 W. Reed St. Telephone: _____

Date of Event: 9/28/19 Name of Event: Junk Junktion

How Event Promotes Tourism in Moberly

What are the specific, measurable Tourism benefits your event or capital project produces?
Encore reported a 68% increase in sales during this event last year. Coachlight reported having their best day of sales ever on the day of 2018 Junk Junktion. It was estimated that there were 500 people who attended the event. Charolette's Web indicated that they had 108 people in their store. On average Charolette's Web sees 20-25 on an average Saturday. The Odd Pear reported having between 100-200 people in their store during Junk Junktion in 2018. Kids Caboose they had 3-4 times their average income for a Saturday.

How does your event promote tourism, conventions, and other events within the city?
Moberly is the only city to have an event such as this within 60 miles. There is no other event like this in Randolph County. This event also provides an activity during homecoming weekend which lengthens the stay of visitors.

How does your event attract non-residents?
We use social media advertisements, purchased a Missouri Life advertisement and by the use of free regional community calendars

If your application were accepted, how would the tourism funds granted be used? (If marketing, fill out itemized marketing budget)
funds would be used for signage and advertising.

Financial Statement (See Attached)

Statement of Assurances

Any funds received under this grant will be used for the purposes described in this application. The figures, facts, and representations in this application are true and correct to be best of my knowledge.

Name (Please Print): _____

Signature: _____

Date: 7/9/19 Title or Office Held: _____

City of *Moberly!*

Name of Organization: Main Street Moberly and Moberly Area Chamber of Commerce
Contact Person: Megan Schmidt Phone: _____
Address: 419 W. Reed St. Date of Event: 9/28/19
Amount of Award: _____ Date Granted: _____

Summary of Event

Attendance: _____ Moberly Hotel/Motel Rooms Used: _____
Average Stay (# of nights): _____

If Moberly motels sold out, list other accommodations that attracted overnight visitors:

Comments:

2018 was the first year that this event was held. This event is held during homecoming weekend so it is difficult to determine which hotel rooms were reserved for homecoming or if some of these rooms were for Junk Junktion attendees. Likely many of the visitors attended both events.

Describe the general impact this event had on the Moberly Community:

This event was attended by approximately 500 people this first year it was held. We have already begun accepting vendor applications which is sooner than 2018. We received very positive feedback from the downtown businesses who also reported a huge increase in sales as well as additional foot traffic. It is strategically held during homecoming weekend when there are visitors in Moberly. The event was designed as a shopping event that would allow women to participate in while in town for homecoming related activities.

Describe the Success of this event"

This event is unique as it is the only event of it's kind in our community but also surrounding communities. This event also attracts shoppers who have historically shown that they will travel to attend markets such as ours. Downtown business describe this event as success based solely on their sales for that specific day.

Profit and Loss Summary of Event

Income (Estimated)

Estimated Present Year 20__

Rental of Booths	\$ 730
Entry Fees/ Gate Receipts	
Donations/ Sponsorships	
T-Shirts and Souvenirs	
Food and Drinks, Etc.	
Moberly Tourism Grant	
Other: (Explain)	\$1230
sale of items donated to the Chamber	
<hr/>	
Total Income	\$1930
Expenses (Itemized)	
Advertising	133.00
T-Shirts and Souvenirs	297.54
Food, Drinks, Etc.	
Labor Costs	
Entertainment	
Supplies	
Postage	
Rentals	
Insurance	
Other (Explain)	
<hr/>	
Total Expenditures	\$430.54
Estimate Value of In-Kind Services (Explain)	

