

**NOTICE OF OPEN MEETING
A G E N D A
SPECIAL COUNCIL MEETING
City of Moberly
City Council Room – Moberly City Hall
101 West Reed Street
October 20, 2023
12:00 PM**

AMENDED AGENDA

Posted:

Pledge of Allegiance

Roll Call

Approval of Agenda

Ordinances & Resolutions

- 1.** An Ordinance Approving A Cooperative Agreement With The Moberly Chamber Of Commerce To Operate The Skating Rink At The Fennel Complex.
- 2.** A Resolution Authorizing The City Manager To Execute A Financial Assistance Agreement For The Grant Award With The Missouri Department Of Natural Resources For The Kiwanis Park Project.

Anything Else to Come Before the Council

Adjournment

The public is invited to attend the Council meeting. Representatives of the news media may obtain copies of this notice by contacting the City Clerk. If a special accommodation is needed as addressed by the Americans with Disabilities Act, please contact the City Clerk twenty-four (24) hours in advance of the meeting.

City of Moberly

City Council Agenda Summary

Agenda Number: #1.

Department: Administration

Date: October 20, 2023

Agenda Item: An Ordinance Approving A Cooperative Agreement With The Moberly Chamber Of Commerce To Operate The Skating Rink At The Fennel Complex.

Summary: On August 21, 2023, this Council adopted an Ordinance approving a Cooperative Agreement with Gladstone, Missouri to purchase a synthetic ice rink for use on City property. The rink is being constructed in the outdoor space at the Fennel Complex by Public Works.

The City put out an RFP for Synthetic Skate Rink Management which was due on October 9. No responses were submitted to this request. Previously the Moberly Chamber of Commerce sent the City a proposal to operate the rink from November 25 to January 6 (or thereabouts). This proposal was previously distributed to the Council. The terms of the Chamber proposal have been incorporated into the Cooperative Agreement for your consideration.

Recommended

Action: To approve the Cooperative Agreement and Ordinance.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input checked="" type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input checked="" type="checkbox"/> Other <u>agreement</u>

Roll Call

Aye **Nay**

Mayor

M___ S___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Kimmons**

M___ S___ **Jeffrey**

M___ S___ **Kyser**

Passed Failed

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT FOR SYNTHETIC SKATE RINK OPERATIONS WITH THE MOBERLY CHAMBER OF COMMERCE, INC.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBERLY, MISSOURI, TO-WIT:

SECTION ONE: The City is in the process of installing a synthetic skate rink in the outdoor area of the Fennel Complex and the Moberly Chamber of Commerce, Inc., (the “Chamber”) has expressed its desire to provide operation of the rink during the 2023 holiday season.

SECTION TWO: Attached hereto is the Cooperative Agreement between the City and the Chamber whereby the City agrees to set up and maintain the rink in that part of the Fennel Complex housing the rink and the Chamber agrees to staff the operations of the rink with local charitable partners and to market the rink in exchange for a negotiated amount.

SECTION THREE: The City Council hereby approves the Cooperative Agreement and hereby authorizes the City Manager of Moberly to execute said Agreement on behalf of the City and further authorizes the City Manager to take such other action as may be necessary to accomplish the purpose of this Ordinance.

SECTION FOUR: This Ordinance shall be in full force and effect 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, this 20th day of October, 2023.

ATTEST:

Presiding Officer at Meeting

Shannon Hance, MRCC, City Clerk

COOPERATIVE AGREEMENT FOR SYNTHETIC SKATING RINK OPERATIONS

THIS COOPERATIVE AGREEMENT FOR SYNTHETIC SKATING RINK OPERATIONS (this “Agreement”) is made and entered into as of the ____ day of _____ 2023 by and between the **CITY OF MOBERLY, MISSOURI** a third-class city and a Missouri municipal corporation having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “City”) and the **MOBERLY CHAMBER OF COMMERCE, INC.**, a Missouri Nonprofit Corporation having a principal office at 211 West Reed Street, Moberly, Missouri 65270 (the “Chamber” and together with the City the “Parties”).

RECITALS

- A. Sections 70.210 through 70.320 of the Revised Statutes of Missouri, as amended, authorize Missouri municipalities to contract with any private person, firm, association or corporation for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service, provided, that the subject and purposes of any such contract or cooperative action are within the scope of the powers of such municipality.
- B. A synthetic ice rink (the “rink”) has been installed by City at a city owned location known as the Fennel Complex and located in downtown Moberly, Missouri.
- C. The Chamber has indicated its desire to collaborate with the City to administer the operations of the rink during the 2023 Christmas holiday period beginning on November 24, 2023 and ending on January 6, 2024.
- D. This agreement shall set forth the terms of the agreement between the City and the Chamber to cooperate in the successful operation of the rink.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. Operations.

The Chamber will provide the following services:

Event Planning and Scheduling.

It is anticipated that the rink will be regularly open beginning November 25, 2023, and close on or about January 6, 2024. The preliminary schedule will be set on Friday, Saturday, and Sunday of each week, with a minimum of four (4) hours a day. Corporate and private rentals will be booked by the city Parks and Recreation department. The Chamber will staff these events with available volunteer manpower.

Staffing and Supervision.

The Chamber will organize and manage all volunteers who operate the rink. It is anticipated that the Chamber will recruit local nonprofit charitable partners as the operating organizations. The Chamber will be responsible for collecting entry fees, checking out and fitting skates, advising customers of how to access the rink and what areas are accessible while wearing skates. The Chamber will provide volunteers and organizations with instructions about rink operations and handling customers and skaters.

Marketing, Advertising, Communications and Media Relations.

The Chamber anticipates a budget of \$8,000.00 for rink scheduling events, marketing and advertising. The Chamber plans to install decorations around the Fennel facility and rink and has budgeted \$3,000.00 for this expense. The Chamber will also use a bridge banner, smaller signage and photography to promote the rink. The Chamber agrees to provide the City with an accounting of the amounts actually spent on rink scheduling events, marketing, advertising, decoration, the bridge banner, smaller signage, and photography.

The City will provide the following services.

Promotion.

The City will promote the rink by including it as a entertainment venue on its Parks and Recreation web and Facebook pages. The City will include the rink schedule and take corporate and special event registrations for the rink.

Installation.

City staff will install the skating surface in the outdoor area of the Fennel Complex. City staff will install a perimeter rail or fence around the skating surface and secure the railing for skater assistance.

Maintenance.

The City’s Parks and Recreation Department shall maintain the rink surface by keeping it clean and using recommended surface conditioners to enhance skating. They shall obtain and install perimeter mats to be used by skaters while putting on their skates and while entering and leaving the skating surface. Picnic tables or benches will be available for skaters to use while changing into skates. The Parks and Recreation Department shall also clean and maintain the bathrooms.

Skates.

All skates will be sharpened prior to the first scheduled open skate session. The sharpened skates will be staged on racks which will be located near the public entrance. The City will determine whether to store the skates in an interior area between skating sessions.

2. Consideration.

The City shall pay to the Chamber the sum of Thirty-Four Thousand Five Hundred Dollars (\$34,500.00) to provide all the service and operations described herein. A first payment of \$17,250.00

shall be paid no later than November 20, 2023, and the second and final payment of \$17,250.00 shall be paid no later than December 11, 2023. The Chamber shall determine the amount and manner of all payments to its volunteer organizations out of the funds paid by the City to the Chamber.

The Chamber shall determine what if any concession items will be offered during skating sessions and special events. All receipts from concession sales will be retained by the Chamber. The Chamber shall determine the amount, if any, and manner of payment of concession receipts to its volunteer organizations.

The Chamber, with the City’s consent, will set the admission price for each skater. The admission price shall include the skate rental and will be collected by the Chamber. All admission receipts will be kept by the Chamber. In addition, all rental payments for corporate or special events will be kept by the Chamber provided the Chamber works those events. The Chamber agrees to provide the City with an accounting of all concession sales and skate rentals by February 1, 2024.

3. Insurance and Hold Harmless Requirements.

Insurance.

Prior to the commencement of the term of this Agreement, the Chamber shall procure and maintain at its own expense and provide, for the duration of this Agreement, insurance against claims for injury or death to persons or damages to property that may arise from or in connection with the use of the rink at the Fennel Complex. The general liability insurance required above shall provide limits of no less than \$1,000,000.00 per occurrence or \$2,000,000.00 combined and shall contain the following endorsement:

- A. City of Moberly, Missouri, its City Council, its officers, officials and employees are to be covered as additional insureds with respect to liability arising out of the use of the rink at the Fennel complex. The Chamber shall provide the City a Certificate of Insurance evidencing the required coverage prior to beginning operations.

Hold Harmless.

The Chamber agrees to hold the City harmless from all damages, injuries and all claims arising from the use of the rink at Fennel Complex by the Chamber, its employees, volunteers and agents and agrees to defend any action brought against City, its agents, servants, officers, elected officials and employees resulting from the Chamber and its employees, volunteers and agents use of the rink. The Chamber does hereby waive any cause of action or claims it may have against the City, its agents, servants, officers, elected officials and employees as a result of the use of the rink at the Fennel Complex.

4. Notice of Conditions.

The Chamber agrees to provide Notice to the City of any maintenance or safety issues that may arise during its operations of the rink. The Chamber agrees to provide the City a report of any accidents or injuries which may occur during its operations of the rink. The Chamber shall document in writing any such accidents or injuries.

5. No Waiver of Sovereign Immunity; Limited Public Liability; No Personal Liability.

Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's sovereign immunity. The parties hereto agree that in no event shall the City or any of its officials, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to the Chamber or any successor, assign, heir or personal representative of the Chamber in respect of any suit, claim, or cause of action arising out of this Agreement and the Chamber hereby waives any such claim. No official, officer, agent, attorney, employee, or representative of the City shall be personally liable to the Chamber or the successors, assigns, heirs or personal representatives of the Chamber in the event of any default or breach by any party under this Agreement.

6. Notices. Any Notice required by this Agreement shall be deemed given if deposited in the United States Mail, first class, postage prepaid and addressed as hereinafter specified.

If to the City: City of Moberly
 101 West Reed Street – City Hall
 Moberly, Missouri 65270
 Attn: City Manager

If to the Chamber: Moberly Chamber of Commerce, Inc.
 211 West Reed Street
 Moberly, Missouri 65270
 Attn: Megan Schmitt

Each party shall have the right to specify that notice is to be addressed to another address by giving to the other party Ten (10) days written notice thereof.

7. Entire Agreement; Amendment. The parties agree that this Agreement constitutes the entire agreement between them and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties and when authorized and approved by the Moberly City Council.

8. Relationship of the Parties; No Third Party Right. Nothing contained in this Agreement nor any act of the Chamber or the City shall be deemed or construed to create a partnership or agency relationship between the parties, or their agents or representatives and this Agreement is and shall be limited to the specific purposes set out in this Agreement. Other than as expressly provided in this Agreement, no party shall be the agent of, or have any rights to create any obligations or liabilities binding on, the other party. The parties do not intend to confer any benefit under this Agreement on any person or entity other than the named parties hereto.

9. Severability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

10. Binding Effect. Except as otherwise expressly provided in this Agreement, the covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of the Chamber, the City, and their respective successors and permitted assigns.

11. Choice of Law; Venue. This Agreement and its performance shall be governed by and construed by the laws of the State of Missouri applicable to contracts made and to be performed wholly within such state, without regard to choice or conflict of laws provisions. The parties hereto agree that any action at law, suite in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri or in the Federal District Court for the Eastern District of Missouri and waive any objections based upon venue or *forum non conveniens* or otherwise.

12. Execution; Counterparts. Each person executing this Agreement in a representative capacity warrants and represents that he or she has authority to do so, and upon request by the other party, proof of such authority will be furnished to the requesting party. This Agreement may be executed at different times and in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and the same instrument, binding on the parties hereto, notwithstanding that both parties may not have executed the same counterpart. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.

IN WITNESS WHEREOF, the City and the Chamber have each caused this Agreement to be executed in multiple original counterparts in their respective names and attested to as of the date first above written.

CITY OF MOBERLY, MISSOURI
(the “City”)

By: _____
City Manager

ATTEST:

By: _____
Shannon Hance, City Clerk

MOBERLY CHAMBER OF COMMERCE, INC.
(the “Chamber”)

By: _____
President

ATTEST:

By: _____
Secretary

City of Moberly City Council Agenda Summary

Agenda Number: #2.

Department: Parks and Recreation

Date: October 20, 2023

Agenda Item: A Resolution Authorizing The City Manager To Execute A Financial Assistance Agreement For The Grant Award With The Missouri Department Of Natural Resources For The Kiwanis Park Project.

Summary: At long last, we have received the written award notice for the 2022 LWCF grant round for Kiwanis Park. As shown in the attached Financial Assistance Agreement, the LWCF reimbursement will be 50% of the project up to \$595,138.00. This figure reflects a budget amendment, increasing the project budget (and award) by approximately 25% to reflect cost increases during the protracted review and award process.

Following the submittal of the Financial Assistance Agreement and related documents, we will work with the engineer and DNR on finalizing specification documents that have already been drafted to ensure they meet state and federal compliance prior to bidding. The hope is to begin the bid process prior to Thanksgiving and have an approved contractor early 2024.

This phase of the project includes the driveway, parking lot, sidewalk, pavilion, and restroom. Following the completion of these hardscape items, we will separately bid out the playground project.

Recommended

Action: Approve the Resolution.

Fund Name: Parks > Capital Improvement

Account Number: 115.041.5502

Available Budget \$: \$641,024.03

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input checked="" type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other: _____

Roll Call

Aye **Nay**

Mayor

M___ S___ **Brubaker** _____

Council Member

M___ S___ **Lucas** _____

M___ S___ **Kimmons** _____

M___ S___ **Jeffrey** _____

M___ S___ **Kyser** _____

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FINANCIAL ASSISTANCE AGREEMENT FOR THE GRANT AWARD WITH THE MISSOURI DEPARTMENT OF NATURAL RESOURCES FOR THE KIWANIS PARK PROJECT.

WHEREAS, City staff has been notified by the Missouri Department of Natural Resources of a grant award under the Land & Water Conservation Fund from the National Park Service for the Kiwanis Park Project; and

WHEREAS, the award amount is \$595,138.00 as provided in the attached Financial Assistance Agreement which Agreement must be executed on behalf of the City; and

WHEREAS, City staff has reviewed the Financial Assistance Agreement (“FAA”) for the awarding of this grant and seeks authority to execute the FAA on behalf of the City.

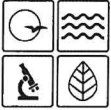
NOW, THEREFORE, the Moberly, Missouri, City Council hereby authorizes the City Manager or his designee to execute the FAA with the Missouri Department of Natural Resources and to take such other and further measures as may be necessary to complete the grant process for the Kiwanis Park Project.

RESOLVED this 20th day of October, 2023, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk



MISSOURI DEPARTMENT OF NATURAL RESOURCES

FINANCIAL ASSISTANCE AGREEMENT

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

RECIPIENT INFORMATION

RECIPIENT NAME City of Moberly Parks and Recreation		RECIPIENT TELEPHONE NUMBER WITH AREA CODE 660-269-7613	
ADDRESS 200 N. Clark St.		CITY Moberly	STATE MO
UNIQUE ENTITY ID ZFDYKNHMPTK9	AWARD NUMBER 29-01757	BUDGET PERIOD 10/11/2023-10/31/2025	PROJECT PERIOD 10/11/2023-10/31/2025
RECIPIENT PROJECT MANAGER NAME Troy Bock		RECIPIENT PROJECT EMAIL ADDRESS tbock@cityofmoberly.com	PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE 660-269-7613

PROJECT INFORMATION

RECIPIENT PROJECT TITLE AND PROJECT DESCRIPTION (ATTACH ADDITIONAL PAGES AS NECESSARY)

Moberly Kiwanis Park Development – Construction of a 30'X50' pavilion with a two unit year-round ADA restroom centered at one end. The pavilion will be wood framed with a metal roof and the restrooms will include adult changing tables. The playground will be 2,000-2,500 sq. ft. with bonded rubber surface and ADA accessible equipment. Construction of the park entrance road and parking lot with 4 ADA spots and bus parking. Accessible routes will be constructed to the pavilion and playground. A rain garden will be placed in the SE corner to capture stormwater, LED lighting and trees will be added to the project area. The Recipient is authorized for reimbursement of, or use as match, costs up to \$11,220 incurred on or after 7/12/2021. Pre-award costs must be allowable, allocable, and reasonable under the terms and condition of this agreement and in accordance with the approved project budget. Pre-award costs may be charges to the initial budget period of the award. The allowable 25% budget increase for this project was added to the budget before the federal award was received.

TYPE OF ASSISTANCE New Award <input checked="" type="checkbox"/> Amendment <input type="checkbox"/>	SOURCE OF FUNDING Federal <input checked="" type="checkbox"/> State <input type="checkbox"/> Other <input type="checkbox"/>	CFDA NUMBER 15.916	CFDA NAME Outdoor Recreation Acquisition, Development & Planning
STATE PROJECT MANAGER NAME Patti Reed		STATE PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE (573) 751-8661	INDIRECT COST RATE FOR RECIPIENT 0.00%
RESEARCH AND DEVELOPMENT YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	RESEARCH AND DEVELOPMENT COMMENTS IF NEEDED		

PROJECT FUNDING	Original Amount	Original Percentage	Amended Amount	Amended Percentage	Total Amount	Total Percentage
Federal Award:	\$ 476,110.00	50 %	\$ 119,028.00	50 %	\$ 595,138.00	50 %
State/Other Award:	\$ 0.00	0 %	\$ 0.00	0 %	\$ 0.00	0 %
Recipient Match:	\$ 476,110.00	50 %	\$ 119,028.00	50 %	\$ 595,138.00	50 %
Total Award:	\$ 952,220.00	100 %	\$ 238,056.00	100 %	\$ 1,190,276.00	100 %

AGREEMENT ADMINISTRATION

THE ATTACHMENTS IDENTIFIED BELOW ARE INCORPORATED BY REFERENCE AS THOUGH FULLY RESTATED HEREIN. THE RECIPIENT AGREES TO ADMINISTER THIS AGREEMENT IN ACCORDANCE WITH ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS INCLUDING, BUT NOT LIMITED TO:

APPLICABLE PROGRAM GUIDELINES 2022 Administrative Guide is Attachment #1, Application is Attachment #2		APPLICATION NUMBER	RECIPIENT APPLICATION, AS NEGOTIATED, DATED 4/15/2022	
BUDGET PLAN Attachment # In #2	DETAILED SCOPE OF WORK Attachment # In #2	SPECIAL CONDITIONS Attachment # In #1	GENERAL TERMS AND CONDITIONS Attachment # In #1	SUSPENSION/DEBARMENT Attachment # In #1
PUBLICATIONS Attachment #	EPA MBE/WBE UTILIZATION Attachment # In #1	CERTIFICATE REGARDING LOBBYING Attachment # In #1	INVOICE Attachment #	PUBLIC LAW Attachment #
ADDITIONAL ATTACHMENTS Attachment # Federal award Attachment #				

AMENDMENT INFORMATION

AMENDMENT ID	AMENDMENT DESCRIPTION (ATTACH ADDITIONAL PAGES AS NECESSARY)
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FEDERAL AWARD INFORMATION (ATTACH ADDITIONAL PAGES AS NECESSARY)

FEDERAL AWARD PROJECT TITLE AND DESCRIPTION

Land & Water Conservation Fund -- provides matching grants to states and local governments for the acquisition and development of public outdoor recreation areas and facilities.

FEDERAL AWARING AGENCY National Park Service		FEDERAL AWARD ID NUMBER	PASS THROUGH ENTITY NAME MoDNR, MSP
FEDERAL FUNDING YEAR 2022	FEDERAL AWARD DATE	TOTAL AMOUNT OF FEDERAL AWARD \$ 476,110	INDIRECT COST RATE FOR MoDNR %
HAVE YOU OR AN IMMEDIATE FAMILY MEMBER EVER SERVED IN THE U.S. ARMED FORCES? YES <input type="checkbox"/> NO <input type="checkbox"/> *This question is optional.			
IF YES, WOULD YOU LIKE INFORMATION ABOUT MILITARY-RELATED SERVICES IN MISSOURI? YES <input type="checkbox"/> NO <input type="checkbox"/> *This question is optional.			

APPROVAL

I am at least 18 years old, and certify I am duly authorized to accept this award for recipient using electronic signature. The recipient understands and agrees it is a condition precedent to receive reimbursement that recipient comply with and is not in breach or default of all terms and conditions of this award stated above and attached hereto, and that no request for reimbursement will be processed unless it is presented in proper form.

RECIPIENT ORGANIZATION AUTHORIZED OFFICIAL NAME AND TITLE (TYPED) Troy Bock, Parks and Recreation Director, City of Moberly	SIGNATURE	DATE
DEPARTMENT OF NATURAL RESOURCES DIRECTOR OR DESIGNEE NAME (TYPED) David Kelly, Director, Missouri State Parks	SIGNATURE	DATE

780-2664 (2-23)

Instructions for MoDNR staff completing Financial Assistance Agreement Form

Recipient Information: complete all fields

- Recipient Name – Must match the registered name in the System for Award Management (SAM). If the recipient is not yet registered in SAM, then they should be provided with information on how to register (<http://www.sam.gov>).
- Unique Identifier – Must match the unique identifier number in SAM. Currently it is the recipient's Data Universal Numbering System (DUNS) number which the recipient must have prior to the award. DUNS numbers may be obtained without charge at <http://fedgov.dnb.com/webform>.

Project Information: complete all fields

- CFDA Number – The Catalog of Federal Domestic Assistance (CFDA) number is found on the Notice of Award.
- CDFA Name – Is found on the Notice of Award.
- Research and Development Comments – Complete field if checking "Yes" in the Research and Development field.
- Project Funding – The Original Amount, Original Percent, Total Amount and Total Percentage fields must be completed. If the original agreement amount is being amended, the Amended Amount and Amended Percentage fields must also be completed.

Agreement Administration: complete all applicable fields.

Attachments included in the agreement packet should all be identified in this section.

Amendment Information: complete all fields if amending the agreement

- Amendment ID – Enter the amendment number (i.e., enter "1" if it is the first amendment, enter "2" if it is the second amendment, etc.).
- Amendment Description – Summarize what is being amended. Example: Original agreement amount is being increased by \$500,000 and the Budget Period and Project Periods are being extended six months.

Federal Award Information: Complete all fields if using federal funds for any part of the award. If the award is being funded by multiple federal grants, information on each grant must be included as an attachment.

- Federal Award Project Title and Description – Refer to the Notice of Award from the federal agency.
- Federal Awarding Agency – Designate from which federal agency MoDNR received pass through funds.
- Federal Award ID Number – Refer to the Notice of Award.
- Pass Through Entity Name – Enter information in this format: *Division, Program*.
- Federal Funding Year – Federal year the funding is provided.
- Federal Award Date – Date the federal award is signed by the authorized official of the Federal awarding agency. Refer to the Notice of Award.
- Total Amount of Federal Award – Enter the total amount awarded by the federal agency to include any amended amounts. Refer to the Notice of Award.
- Indirect Cost Rate for MoDNR – Current MoDNR rates can be found at <http://n-nr1ntra.ads.state.mo.us/das/rates-current.htm>.

Approval: complete fields below

- Department of Natural Resources Director Or Designee – Enter the name of the MoDNR director.
- Recipient Organization Authorized Official Name and Title – Enter the name and title of the person who will be signing on behalf of the recipient organization, if known.



MISSOURI DEPARTMENT OF NATURAL RESOURCES
DIVISION OF STATE PARKS
LAND AND WATER CONSERVATION FUND CFDA 15.916
PROJECT APPLICATION (PAGE 10 of 15)

LWCF Project #29-01757
City of Moberly
Moberly Kiwanis Park Development
Budget Narrative

#2.

69. HOW WAS THE COST ESTIMATE DERIVED?

70. WHAT ASSURANCES ARE THERE THAT THE COSTS LISTED ARE REASONABLE?

71. DESCRIBE ANY PROJECT ELEMENTS OR COSTS THAT WILL IMPROVE SITE RESILIENCY AND FACILITY LONGEVITY, IF ANY.

72. FOR EACH COST CATEGORY, FILL OUT THE BELOW BUDGET TABLE WITH THE GRANT AMOUNT REQUESTED AND THE MATCHING AMOUNT PROVIDED BY THE PROJECT SPONSOR AND/OR DONOR (use whole dollar amounts only; the minimum grant request is \$25,000 and the maximum grant request is \$500,000; the minimum match percentage is 50%).

COST CATEGORY	GRANT REQUEST	MATCHING FUNDS		TOTAL PROJECT COST
		PROJECT SPONSOR	DONATION (by 3rd party)	
1. Planning/Engineering/Environmental Review (≤ 10% of total project cost)	\$	\$ 11,220	\$	\$ 11,220
2. Land/Easement Acquisition	\$	\$	\$	\$ 0
3. Site Work	\$	\$ 50,000	\$	\$ 50,000
4. Demolition and Removal	\$	\$	\$	\$ 0
5. Construction	\$ 595,138	\$ 318,868	\$ 215,050	\$ 1,129,056
6. Equipment Use	\$	\$	\$	\$ 0
7. Signage	\$	\$	\$	\$ 0
8. Other (Please specify) _____	\$	\$	\$	\$ 0
9. Other (Please specify) _____	\$	\$	\$	\$ 0
10. Other (Please specify) _____	\$	\$	\$	\$ 0
TOTALS	\$ 595,138	\$ 380,088	\$ 215,050	\$ 1,190,276
MATCHING FUNDS TOTALS		\$ 595,138		PERCENT OF MATCHING FUNDS 50.00%

73. WHAT PERCENTAGE OF THE SPONSOR'S MATCH IS SECURED (i.e., Cash-in-hand through donations already received, or funds deposited in an account-in-kind contributions such as forgo account labor and/or in-house equipment usage; etc.)? AT LEAST 75 PERCENT MUST ALREADY BE SECURED TO APPLY. PLEASE INDICATE IF THERE ARE FUNDS YET TO BE RAISED AND HOW MUCH, AND DESCRIBE THE PLAN FOR FUNDRAISING. EXPLAIN ANY ALTERNATE PLANS FOR PROVIDING THE REQUIRED MATCH IF FUNDRAISING EFFORTS ARE UNSUCCESSFUL.

Matching Share Percentage:
Federal Award - 50%
Local Match - 50%



MISSOURI DEPARTMENT OF NATURAL RESOURCES
DIVISION OF STATE PARKS
LAND AND WATER CONSERVATION FUND CFDA 15.916
PROJECT APPLICATION (PAGE 11 of 15)

#2.

74. ARE ANY ELIGIBLE PRE-AWARD COSTS INCLUDED AS PART OF THE GRANT REQUEST?

☐ NO ☒ YES

If yes, indicate the date from when those costs started being incurred, the funding category/categories, the total amount of pre-award costs anticipated to be incurred before the grant start date, and whether they are included for match purposes or for reimbursement (Note: these should also be presented in the budget narrative in question 82).

\$3,196 is being paid to Bartlett and West for the PER and \$2,500 for environmental, endangered species, environmental reviews, and supplemental items.

Date of Service July 12, 2021, December 6, 2021 and January 17, 2022

\$1,637 was paid to Bartlett and West for the parking layout design. \$1,000 was paid to Adam Flock Design for the renderings and updates. These expenses are paid for by our Department and counted only toward our match. Date of Service November 15, 2021

\$2,886 paid to Archaeological Research Center of St Louis, Inc for Cultural Resource Survey requested by Osage Nation on October 1, 2022.

75. BUDGET NARRATIVE: PROVIDE A DETAILED ITEMIZATION OF EACH COST CATEGORY FROM THE BUDGET TABLE.

Planning/Engineering/Environmental Review: **PRE-AWARD COSTS** - \$11,220

Bartlett and West for the PER and environmental, endangered species, environmental reviews, and supplemental items for \$7,334.

Adam Flock for renderings and updates for \$1,000.

Archaeological Research Center of St Louis, Inc for Cultural Resource Survey for \$2,886

Site Preparation - \$50,000

Clearing and Grading Site - \$40,000

Mobilization - \$10,000

Construction - \$1,129,056

Shelter with Restroom - \$380,000

Restroom Connections - \$40,000

Inclusive Playground with bonded rubber surfacing - \$359,056

LED Lighting - \$80,000

Parking Lot with park entrance, ADA spaces and accessible routes - \$250,000

Rain Garden & Landscaping - \$20,000



MISSOURI DEPARTMENT OF NATURAL RESOURCES
DIVISION OF STATE PARKS
LAND AND WATER CONSERVATION FUND CFDA 15.916
PROJECT APPLICATION (PAGE 6 of 15)

LWCF Project #29-01757
City of Moberly
Moberly Kiwanis Park Development
Project Narrative

#2.

56. WHAT EXISTING FACILITIES WILL BE RENOVATED OR REPLACED (specify which) AS PART OF THE PROJECT? PLEASE INDICATE WHEN THE PROJECT WAS INITIALLY CONSTRUCTED AND WHEN IT WAS LAST RENOVATED. IF THE PROJECT WAS CONSTRUCTED OR RENOVATED USING LWCF FUNDS, PLEASE INDICATE YEAR(S) AND PROJECT NUMBER(S).

This is a new property owned by the City of Moberly with no outdoor recreation facilities currently.

57. WHAT GENERAL SITE IMPROVEMENTS (i.e. demolition, site preparation, landscaping, utilities, habitat improvements, etc.) WILL BE COMPLETED AS PART OF THIS PROJECT?

There is no demolition. There will be limited site preparation (limited land disturbance to create proper engineered base for structures, asphalt, concrete, and playground) to ensure longevity. A rain garden to ensure a sustainable build and capture stormwater on site will be created along the two sides at the SE corner of the parking lot. Utility connections (water, sewer, and electrical) will be run southward toward the main lines along the road. A few undesirable trees will have to be removed, but will be replaced after the project is completed with tree species and locations that are better in the long run to grow a significant canopy around the construction area as well as natural area to the north.

59. WHAT IS THE ANTICIPATED LIFE SPAN OF THE FACILITIES THAT WILL BE FUNDED AS PART OF THIS PROJECT?

We will maintain the park in perpetuity. The amenities will have a typical lifespan in terms of the initial materials (often 20-30 years for some components from the sidewalk to the wood pole pavilion to playground equipment). However, we will continue to repair and replace features as necessary to keep them functioning in perpetuity from the parking lot and sidewalk to the shelter/restroom and playground. We have the capacity budget-wise to handle these needs over time with a focus on preventative maintenance where possible. Our Department has a reputation in our community for taking care of our assets and in surveys historically has a satisfaction rating in the 85-87% range due to successful management and care of our assets.

59. PROVIDE A DETAILED PROJECT NARRATIVE (this is your opportunity to provide a clear, detailed description of your project as a whole, including information about what is being constructed, renovated and/or acquired, how will the work be completed, as well as anticipated time frame of project from start to finish).

This will be a compact park build including a pavilion, restroom, playground with bonded rubber, and parking lot. This ensures accessibility and convenience as well as safety so staff and parents can better monitor activity at the amenities.

The pavilion is anticipated to be approximately 30'x50' with a two unit restroom centered under one end and including adult changing tables. The pavilion is anticipated to be wood framed with a metal roof. Consideration may be given to a metal framed shelter if the market conditions at the time determines that is the most cost effective option, but currently treated wood is the most cost effective. The restroom will be stick-built and a year-round restroom with heating and cooling. We anticipate hardie board siding or close equivalent, if affordable, for durability from a range of issues from weather to vandalism. Lighting will be included on the exterior of the restroom for night safety.

The playground is anticipated to be approximately 2,000-2,500 square feet and include a bonded rubber surface, equipment that is ADA accessible, and equipment that is geared toward folks with other challenges including autism and sensory concerns.

The asphalt parking lot will include approximately 41 parking spaces, 4 of which will be ADA. There will also be an enlarged parking space for a school bus in anticipation of class field trips or outdoor/native species education. We anticipate at least two light poles to help illuminate the playground and parking area at night in addition to the lighting on the restroom/pavilion. The parking lot including bus parking is approximately 14,850 square feet. The driveway is approximately 6,504 square feet.

A concrete ADA sidewalk will be located between the parking lot and amenities, leading from the pavilion and restroom on the east to the playground on the west. See renderings in the "Photographs of the Project Area" section.

A rain garden will be constructed at the SE corner of the parking lot to capture parking lot stormwater. We will use LED lights. The limited tree removal needed will be done between November and March according to best practices.

We will have engineers provide the bid documents with the goal of having the project be bid-ready and shovel-ready upon award, follow procurement policies, and contract out the construction for speed of construction as well as to ensure it follows the proper codes and best practices, providing high quality and durable amenities. We anticipate being able to begin bid processes upon approval of the documents following shortly after award. We anticipate some aspects not requiring significant engineering (prefab shelters come with stamped plans). We will be ready to hit the ground running and complete the project in the timeline required following award.

Please refer to the renderings attached in the "Photographs of the Park Area" section.

Additional Pre-Award Costs: Cultural Resource Survey requested by Osage Nation - \$2,886 - conducted by Archaeological Research Center of St. Louis, Inc



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
VENDOR INPUT/ACH-EFT APPLICATION

#2.

***REQUIRED FIELDS**

*NAME/ADDRESS AS SHOWN ON FEDERAL TAX RETURN 		*FEDERAL TAX ID NUMBER OR SOCIAL SECURITY NUMBER 			
REMIT TO NAME/ADDRESS IF DIFFERENT THAN ABOVE 		*TYPE OF ENTITY <input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Individual <input type="checkbox"/> State Employee <input type="checkbox"/> Other _____			
		* NEW TO DOING BUSINESS WITH THE STATE OF MISSOURI? <input type="checkbox"/> YES <input type="checkbox"/> NO			
		* IF NO, UPDATING EXISTING INFORMATION? <input type="checkbox"/> YES <input type="checkbox"/> NO			
		I HAVE RECEIVED A PAYMENT FROM THE STATE OF MISSOURI WITHIN THE LAST 22 MONTHS? <input type="checkbox"/> YES <input type="checkbox"/> NO			
COMMENTS 		DATE OF CHANGE 			
		PREVIOUS FEDERAL TAX ID NUMBER OR SOCIAL SECURITY NUMBER 			
		PREVIOUS NAME 			
		PREVIOUS ADDRESS 			
		HAVE YOU OR AN IMMEDIATE FAMILY MEMBER EVER SERVED IN THE U.S. ARMED FORCES? <input type="checkbox"/> YES <input type="checkbox"/> NO			
		IF YES, WOULD YOU LIKE INFORMATION ABOUT MILITARY-RELATED SERVICES IN MISSOURI? <input type="checkbox"/> YES <input type="checkbox"/> NO			
		TO BE COMPLETED BY FINANCIAL INSTITUTION NAME/ADDRESS OF FINANCIAL INSTITUTION 		<input type="checkbox"/> I (We) hereby authorize the State of Missouri, to initiate credit entries to my (our) account at the depository financial institution named and to credit the same such account. I (We) acknowledge that the origination of ACH transactions to my (our) account must comply with the provision of U.S. law. This authorization is to remain in full force and effect until the State of Missouri, Office of Administration, has received written notification from me (us) of its termination in such time and in such manner as to afford the State of Missouri and the financial institution a reasonable opportunity to act on it.	
DEPOSITOR ROUTING NUMBER 		*VENDOR SIGNATURE X			
DEPOSITOR ACCOUNT NUMBER 		*PRINT NAME 			
NAME ON ACCOUNT 		*TITLE 			
TYPE OF ACCOUNT <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS		EMAIL ADDRESS 			
SIGNATURE OF REPRESENTATIVE OF FINANCIAL INSTITUTION 		*TELEPHONE 			
PRINT NAME 		*DATE 			
TITLE 					
TELEPHONE NUMBER 	DATE 				
CERTIFICATION FOR INTERNAL REVENUE SERVICE (IRS) Under penalties of perjury, I certify that: I. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and II. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and III. I am a U.S. person (including a U.S. resident alien). Certification instructions. You must cross out item II above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For all real estate transactions, item II does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See W-9 Instructions on irs.gov website for more information.) The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.					
<input type="checkbox"/> Exempt from Backup Withholding					
SIGNATURE 					

MO 300-1489 (10-21)

FAX COMPLETED FORMS TO (573) 526-9813 or

MAIL TO OFFICE OF ADMINISTRATION/ACCOUNTING, PO BOX 809, JEFFERSON CITY, MO 65102

VENDOR INPUT FORM INSTRUCTIONS

The purpose of this form is to add a vendor record or to make changes to a vendor record. A vendor is a person or business being paid by the State of Missouri.

THESE FIELDS ARE REQUIRED TO BE COMPLETED FOR ALL CIRCUMSTANCES.

Enter NAME/ADDRESS AS SHOWN ON FEDERAL TAX RETURN.

Enter the FEDERAL TAX ID NUMBER OR SOCIAL SECURITY NUMBER that is used for income taxes for the name entered.

Check the correct TYPE OF ENTITY.

If you are new to doing business with the state, please check yes. If you've done business with the State of Missouri before, please check no.

If you checked no on the question above, are you updating existing information in our system? If you checked yes on the question above, please move to the next question.

Wet signature is required at VENDOR SIGNATURE along with PRINT NAME, TITLE, TELEPHONE, and DATE.

ADDITIONAL INFORMATION

If payments are to be sent to a different address, enter a REMIT TO NAME/ADDRESS.

If you are making a change to your vendor record, fill out these additional fields:

DATE OF CHANGE is the effective date of the change in business structure/activity

PREVIOUS FEDERAL TAX ID NUMBER OR SOCIAL SECURITY NUMBER

PREVIOUS NAME

PREVIOUS ADDRESS

COMMENTS are for additional information that may be helpful including reason for the change.

TO SET UP OR TO CHANGE DIRECT DEPOSIT INFORMATION, FILL IN THE FOLLOWING, INCLUDING THE REQUIRED FIELDS FROM ABOVE.

NAME/ADDRESS OF FINANCIAL INSTITUTION where you want the money to be deposited. A representative from the financial institution must complete and sign this section. This must be a wet signature.

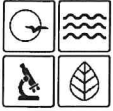
Check appropriate box for electronic deposits.

If changing bank account information, fill in DATE OF CHANGE.

CERTIFICATION FOR INTERNAL REVENUE SERVICE (IRS)

This certifies that the Taxpayer Identification Number (TIN) on this form is the correct number and whether backup withholding applies.

Fax to (573) 526-9813 or mail to Office of Administration/Accounting, PO Box 809, Jefferson City, MO 65102.



MISSOURI DEPARTMENT OF NATURAL RESOURCES
SUBRECIPIENT INFORMATIONAL FORM

Federal Funding Accountability and Transparency Act 2006

GENERAL INFORMATION

SUBRECIPIENT NAME

ADDRESS

CITY

STATE

ZIP CODE +4

CONGRESSIONAL DISTRICT

RECIPIENTS UNIQUE ENTITY IDENTIFIER (UEI) #

SAM.GOV EXPIRATION DATE

NAME OF PARENT ENTITY

PARENT UNIQUE ENTITY IDENTIFIER (UEI) #

HAVE YOU OR AN IMMEDIATE FAMILY MEMBER EVER SERVED IN THE U.S. ARMED FORCES?

YES ☐

NO ☐

IF YES, WOULD YOU LIKE INFORMATION ABOUT MILITARY-RELATED SERVICES IN MISSOURI?

YES ☐

NO ☐

PRIMARY LOCATION OF PERFORMANCE

ADDRESS

CITY

STATE

ZIP CODE +4

CONGRESSIONAL DISTRICT

SUBRECIPIENT'S ANNUAL GROSS REVENUES EXCEED 80% OR MORE IN FEDERAL FUNDING?

YES ☐

NO ☐

SUBRECIPIENT'S ANNUAL GROSS REVENUES EQUAL OR EXCEED \$25,000,000 IN FEDERAL FUNDING?

YES ☐

NO ☐

DOES THE PUBLIC HAVE ACCESS TO INFORMATION ABOUT THE COMPENSATION OF THE SENIOR EXECUTIVE THROUGH PERIODIC REPORTS FILED UNDER SECTION 13(A) OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934 15 U.S.C. 78M(A) OR SECTION 6104 OF THE INTERNAL REVENUE CODE OF 1986?

YES ☐

NO ☐

If the answer to all the above was "Yes", provide the five most highly compensated officers' names and compensation for the calendar year in which this sub-agreement is being made. Compensation is defined as the cash and noncash dollar value earned by the executive during the sub-recipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) salary and bonus

(2) awards of stock, stock options, and stock appreciation rights (use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with FAS 123R)

(3) earnings for services under non-equity incentive plans (this does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees)

(4) change in pension value (this is the change in present value of defined benefit and actuarial pension plans)

(5) above-market earnings on deferred compensation which are not tax-qualified

(6) other compensation (examples: severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the aggregate value for the executive exceeds \$10,000)

SUBRECIPIENT'S HIGHLY COMPENSATED OFFICERS

OFFICER'S NAMES

OFFICER'S COMPENSATION

1.

2.

3.

4.

5.

COMMENTS

PREPARED BY

NAME

TITLE

EMAIL

PHONE NUMBER

AUTHORIZED SIGNATURE

NAME

TITLE

SIGNATURE

DATE