

**NOTICE OF OPEN MEETING & VOTE TO
CLOSE PART OF THE MEETING
A G E N D A
COUNCIL MEETING
City of Moberly
City Council Room – Moberly City Hall
101 West Reed Street
August 07, 2023
6:00 PM**

Posted:

Pledge of Allegiance

Roll Call

Approval of Agenda

Approval of Minutes

- 1.** Approval Of The City Council Meeting Minutes For July 17, 2023.

Recognition of Visitors

Consent Agenda

- 2.** A Resolution Authorizing A Salary Adjustment For Certain City Employees For The 2023/2024 Fiscal Year.
- 3.** A Resolution Approving Design Recommendations From Arcturis, Inc., For Wayfinding Signage.
- 4.** A Resolution Approving An Application for 319 Grant Funding Through Missouri Department of Natural Resources.

Ordinances & Resolutions

- 5.** An Ordinance Repealing Section 2-3 Of The City Code And Adopting A New Section 2-3 Pertaining To The City Flag.
- 6.** An Ordinance Authorizing The City Manager To Execute A Missouri Highways And Transportation Commission Governor's Transportation Cost Share Agreement.
- 7.** An Ordinance Authorizing The City Manager To Execute A Financial Assistance Award With Terms And Conditions For Wabash Heights Stormwater Improvements.
- 8.** An Ordinance Authorizing The City Manager To Execute A Financial Assistance Award With Terms And Conditions For Seven Bridges Stormwater Improvements.
- 9.** A Resolution Authorizing The Destruction Of Certain Local Government Records.
- 10.** A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

Anything Else to Come Before the Council

- 11.** Consideration Of A Motion To Move The September 4, 2023, City Council Meeting To September 5, 2023.
- 12.** A Proposal From The Tourism Advisory Commission.
- 13.** Public Comments.

Adjournment

- 14.** Consideration Of A Motion To Adjourn To A Work Session Followed By A Closed Session To Discuss The Status Of Real Estate and Personnel. (Closed Statue 610.021) (2,3).

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

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#1.

Department: City Clerk

Date: August 7, 2023

Agenda Item: Approval Of The City Council Meeting Minutes For July 17, 2023.

Summary: Please find minutes from the last meeting in the packet for review.

Recommended

Action: Please approve the minutes for the permanent records of the City of Moberly.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

<input type="checkbox"/> Memo	<input checked="" type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input 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___ **Jeffrey**

M___ S___ **Kimmons**

M___ S___ **Kyser**

Passed

Failed



**MINUTES OF THE
CITY OF MOBERLY, MISSOURI
CITY COUNCIL MEETING
July 17, 2023**

The Moberly City Council met in regular session at 6:00 p.m. in the City Hall Council Chambers, 101 West Reed Street, Moberly, MO, with Mayor Brubaker presiding.

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

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

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

A motion was made by Kimmons and seconded by Jeffrey to approve the minutes of the June 29, 2023, Council meeting as presented. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

The following bids were received for the demolition of three (3) residential structures located at 905 Bond Street, 1204 Quinn Street and 412 Polston Street: **Wiedeman Dozing**, \$14,500; **Luecke Farms LLC**, \$23,500; and **JT Holman Construction LLC**, \$18,500. A motion was made by Jeffrey and seconded by Kyser to accept the bids. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Mayor Brubaker asked to entertain any motion to remove an item from the Consent Agenda for discussion. Hearing none, Mayor Brubaker asked for a motion for the Consent Agenda to be read by City Attorney, Randall Thompson. Kimmons made a motion for City Attorney, Randall Thompson, to read the Consent Agenda. Lucas seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Bill No. R1492: "A RESOLUTION APPROVING A HAY CUTTING, BALING & REMOVAL HAY BALES SALE AGREEMENT BETWEEN THE CITY OF MOBERLY, MISSOURI AND RYAN BRITT FOR THE WASTE WATER TREATMENT PLANT BIOSOLIDS LAND APPLICATION SITE PROPERTY"

Bill No. R1493: "A RESOLUTION ACCEPTING A PERMANENT SEWER EASEMENT FROM THE WRIGHT LEGACY TRUST"

Bill No. R1494: “A RESOLUTION ACCEPTING THE BID AND AUTHORIZING CONTRACTING WITH EMERY SAPP & SONS, INC., FOR CONSTRUCTION OF THE MORLEY PUMP STATION RETROFIT AND FORCE MAIN EXTENSION PROJECT”

Bill No. R1495: “A RESOLUTION OF THE CITY OF MOBERLY, MISSOURI, AUTHORIZING AN APPLICATION TO THE EMERGENCY MANAGEMENT PERFORMANCE GRANT DIRECT ASSISTANCE PROGRAM FOR REIMBURSEMENT OF EMERGENCY MANAGEMENT DIRECTOR COSTS”

Bill No. R1496: “A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN ARCHITECT’S AGREEMENT WITH WSKF, INC FOR THE EXPANSION OF EMERGENCY SERVICES COMMUNICATION”

Bill No. R1497: “A RESOLUTION DECLARING A PROPOSED STREET NAME CHANGE”

The Resolution Bills having previously been made available for public inspection were read by title one time. A motion was made by Kyser and seconded by Kimmons to adopt the Resolutions. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Kyser introduced a bill for an ordinance entitled: **“AN ORDINANCE APPROVING AN ADDENDUM TO A COOPERATIVE AGREEMENT WITH ADAIR HATHAWAY FOR STORMWATER IMPROVEMENTS REIMBURSEMENT”** and moved that the bill be read two times by title for passage. Jeffrey seconded the motion, and upon said motion the vote was as follows: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The bill having previously been made available for public inspection was read by title two times. Jeffrey moved that the bill be enacted into an ordinance. Kimmons seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Roll Call: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Jeffrey introduced a bill for an ordinance entitled: **“AN ORDINANCE APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT WITH ADAIR HATHAWAY FOR EAGLE TREE RIDGE SUBDIVISION”** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Lucas seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Roll Call: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Kimmons introduced **“A RESOLUTION ACCEPTING THE BID AND AUTHORIZING CONTRACTING WITH WIEDEMAN DOZING, LLC FOR DEMOLITION OF THREE RESIDENTIAL STRUCTURES”** and made a motion for it to be read. Lucas seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Kyser to adopt the Resolution. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Lucas introduced **“A RESOLUTION OF THE CITY OF MOBERLY, MISSOURI, AUTHORIZING ACCEPTANCE OF THE INDUSTRIAL SITE DEVELOPMENT GRANT”** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Jeffrey and seconded by Kyser to adopt the Resolution. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Kyser introduced **“A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN ELECTRONIC BUSINESS SERVICES AGREEMENT WITH THE CENTRAL BANK AND AUTHORIZING MATT DOUGLASS TO EXECUTE AN**

ASSOCIATED RESOLUTION OF AUTHORIZATION WITH CENTRAL BANK” and made a motion for it to be read. Jeffrey seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kyser and seconded by Jeffrey to adopt the Resolution. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Jeffrey introduced **“A RESOLUTION OF THE CITY OF MOBERLY, MISSOURI, AUTHORIZING APPLICATION FOR A 2023 STATE HOMELAND SECURITY PROGRAM GRANT”** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Lucas to adopt the Resolution. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Kimmons introduced **“A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI TO PAY EXPENSES DUE BETWEEN JULY 1, 2023 AND JULY 17, 2023, IN THE AMOUNT OF \$951,126.96”** and made a motion for it to be read. Jeffrey seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Lucas to adopt the Resolution. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Monthly reports were received from various departments.

Colin Schowe, KWIX/KRES Radio Station, was present from the Media.

A motion was made by Kyser and seconded by Lucas to adjourn to a work session followed by a closed session to discuss the status of legal actions/litigation and a negotiated contract. Closed Statute §(610.021)(1,12) RSMo. Roll call vote: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

A closed session was held.

Mayor Brubaker reopened the meeting.

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

Work Session

The Following Was Discussed At The Work Session:

Discussion Of Pay Scale Update.

Review Of Proposals Received On A New City Of Moberly Flag.

Review Of A Proposal From The Tourism Advisory Commission.

A Discussion Regarding An Application For 319 Grant Funding Through Missouri Department Of Natural Resources.

Proposal For Arcturis For Wayfinding Signage Design.

City of Moberly

City Council Agenda Summary

Agenda Number: #2.

Department: Administration

Date: August 7, 2023

Agenda Item: A Resolution Authorizing A Salary Adjustment For Certain City Employees For The 2023/2024 Fiscal Year.

Summary: In the 2022-2023 budget, the city council authorized funding the salary study findings from 2021 and bringing up all positions to the range minimum with the exception of all positions found in the General Fund with a recommended increase over 9%. In the proposed pay scale and approved budget, staff is recommending fund the salary study finding and complete the two step process for those that were over 9% recommended. The Police Department was also recommended for additional increases due to a lack of applicants, constant openings and market conditions. These are reflected in the new pay scale.

Recommended Action: Approve this resolution.

Fund Name: N/A

Account Number: N/A

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"/>	<input type="checkbox"/>
<input type="checkbox"/> Correspondence	<input checked="" 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"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ Kimmons	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Davis	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M___ S___ Kyser	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other_____		Passed	Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A SALARY ADJUSTMENT FOR CERTAIN CITY EMPLOYEES FOR THE 2023/2024 FISCAL YEAR.

WHEREAS, on February 7, 2022, this Council adopted Resolution No. R1206 which adopted a new pay scale for City employees based upon a salary study completed in December of 2021; and

WHEREAS, on June 20, 2022, this Council adopted Resolution No. R1282 which authorized the minimum pay ranges from the salary study and a two-step process for bringing positions with increases greater than 9% under the study to their minimum range by increasing their pay by one-half of the minimum pay range in the 2022/2023 fiscal year; and

WHEREAS, City staff is now recommending the completion of the two-step process for those positions that were over the 9% by increasing pay by an one-half of the minimum pay range for the 2023/2024 fiscal year; and

WHEREAS, the recommended pay increases are reflected in the new pay scale attached hereto.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby adopts the attached Pay Scale which completes the process of meeting the minimum pay range for all positions under the salary study and further authorizes the City Manager to take such other and further actions necessary to effectuate the purposes of this Resolution.

RESOLVED this 7th day of August, 2023, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

Job titles	Department		Proposed Range Min	Proposed Range Max
Lifeguard. Seasonal Recreation	Parks		\$12.00	\$16.00
Reserved for future use	Any		\$12.00	\$16.00
Reserved for future use	Any		\$12.00	\$16.00
Laborer Seasonal	Any		\$12.00	\$16.00
PT Ranger	Parks		\$12.23	\$16.89
PT Airport Attendant	PW Airport		\$12.23	\$16.89
Firefighter	Fire		\$13.52	\$18.58
Property Maintenance Enforcer	Public Works/ Comm. Development		\$15.74	\$21.73
Communication Operator	Police		\$15.11	\$20.87
Customer Service Person	Utilities		\$14.52	\$20.05
Fire Engineer	Fire		\$14.83	\$20.39
Semi-Skilled Maintenance Worker	Parks		\$14.52	\$20.05
Semi-Skilled Maintenance Worker	Public Works/		\$14.52	\$20.05
Semi-Skilled Maintenance Worker	Utilities		\$17.07	\$23.05
Utility Clerk/Cashier	Utilities		\$14.42	\$19.91
Animal Control	Police		\$14.52	\$20.05
Custodian	Police/Parks		\$12.43	\$17.16
Light Equipment Operator	Public Works/		\$14.52	\$20.05
Administrative Assistant	Public Works!		\$15.02	\$20.74
Administrative Assistant	Personnel		\$15.02	\$20.74
Administrative Assistant	Police		\$15.02	\$20.74
Deputy City/ Clerk	City Clerk		\$16.78	\$23.17
Municipal Court Clerk	City Manager		\$16.78	\$23.17
Police Court Clerk	Police		\$16.78	\$23.17
Accountant	Finance		\$16.78	\$23.17
Office Manager	Parks		\$16.78	\$23.17
Administrative Assistant (Executive	City Manager		\$15.72	\$20.09
Facility Supervisor	Parks		\$16.13	\$22.27
Fire Lieutenant	Fire		\$16.68	\$22.93
Heavy Equip. Operator	Public Works/ Comm. Development		\$16.68	\$22.27
Heavy Equip. Operator	Utilities		\$16.68	\$22.27
Lead Utility Clerk	Utilities		\$16.78	\$23.17
Head Dispatcher	Police		\$16.78	\$23.17
Wastewater Operator	Utilities A		\$19.83	\$27.38
Wastewater Operator	Utilities B		\$19.47	\$26.75
Wastewater Operator	Utilities C		\$17.22	\$23.78

Water Plant Operator A License	Utilities		\$19.83	\$27.38
Water Plant Operator B License	Utilities		\$19.47	\$26.88
Water Plant Operator C License	Utilities		\$19.37	\$22.27
Cemetery Sexton	Public Works		\$16.13	\$25.00
Code Enforcer (Code Enforcement I)	Public Works/ Comm. Development		\$20.00	\$28.99
Police Officer	Police		\$20.00	\$24.31
Skilled Maintenance Worker	Parks		\$18.07	\$25.09
Water Quality Control Coordinator	Utilities		\$16.99	\$20.99
Administrative Assistant (Office Manager)	Parks		\$16.78	\$23.17
Detective	Police		\$21.45	\$28.40
Police Corporal	Police		\$21.45	\$28.40
Police Corporal/Detective	Police		\$21.94	\$29.07
PR/Social Media Manager	Comm. Development		\$16.78	\$23.17
School Resource Officer	Police		\$21.45	\$28.40
Semi-Skilled Maintenance Worker (Assistant Foreman)	Public Works/ Comm. Development		\$15.35	\$21.52
Lake Ranger	Utilities		\$16.13	\$22.27
Skilled Maintenance Worker	Utilities		\$16.13	\$22.27
Complex Supervisor	Parks		\$19.37	\$26.75
Mechanic	Public Works/ Comm. Development		\$16.13	\$22.27
Finance Manager	Finance		\$22.79	\$31.47
Recreation Supervisor	Parks		\$19.37	\$26.75
Foreman/Heavy Equip. Operate.	Public Works		\$20.08	\$27.73
Water D&C Foreman	Utilities		\$19.92	\$24.87
Sergeant	Police		\$23.57	\$31.29
Sergeant/Detective	Police		\$23.57	\$31.29
Captain	Fire		\$18.67	\$27.78
Chief Wastewater Operator	Utilities		\$22.79	\$31.47
Chief Water Plant Operator	Utilities		\$22.79	\$31.47
Commander	Police		\$28.04	\$37.37
City Clerk	City Manager/Council		\$24.38	\$33.66
Public Works Superintendent	Public Works/ Comm. Development		\$24.38	\$33.66
Superintendent Parks (Parks Superintendent)	Parks		\$20.08	\$27.73
City Attorney	Administration		\$31.32	\$43.24
Director of Finance	Finance		\$34.63	\$47.82
Director of Parks & Recreation	Parks		\$28.65	\$39.56
Director of Personnel	Personnel		\$28.65	\$39.56
Fire Chief	Fire		\$30.29	\$41.64
Director of Public Works	Public Works		\$34.63	\$47.82
Police Chief	Police		\$33.21	\$45.23
Utilities Director	Utilities		\$31.32	\$43.24
City Manager	City Manager		\$49.11	\$67.81

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#3.

Department: Community
Development
Date: August 7, 2023

Agenda Item: A Resolution Approving Design Recommendations From Arcturis, Inc., For Wayfinding Signage.

Summary: Attached is the proposal from Arcturis for Wayfinding signage design for the City of Moberly. This information is based on their experiences from many other communities and input based on Arcturis Staff field visits and information from Staff & community stakeholders.

The document features suggested points to reference and provides a couple options for suggested signage styling and colors. Different colors were selected for the Depot District (Blue), Parks (Tan) and Schools (Red).

This document and options have been reviewed by staff, Park Board and CID board. Below are the questions/recommendations from the groups.

Downtown

- Confirm that the signs would use Depot District Font
- Add – Visitors Center, Post Office
- Change – Tannehill Park/Splash Pad and 4th St. Theater

Black support poles for signs should be black fluted to match style of light poles.

Parks

- Arcturis recommended a tan color for the parks sign color. Parks likes/wants a shade of green, and that is reflected in the current document.

Sign Styles – there are two optional formats, all of the groups preferred option 2.

Recommended

Action: Approve this resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

___ Memo	___ Council Minutes
___ Staff Report	___ Proposed Ordinance
___ Correspondence	<input checked="" type="checkbox"/> Proposed Resolution
___ Bid Tabulation	___ Attorney's Report
___ P/C Recommendation	___ Petition
___ P/C Minutes	___ Contract
___ Application	___ Budget Amendment
___ Citizen	___ Legal Notice
___ Consultant Report	___ 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 APPROVING DESIGN RECOMMENDATIONS FROM ARCTURIS, INC., FOR WAYFINDING SIGNAGE.

WHEREAS, on June 20, 2022, this Council adopted a Resolution authorizing Arcturis, Inc., to prepare a Wayfinding Sign study for the City; and

WHEREAS, Arcturis has completed its sign study and has presented two signage design options to City staff for approval; and

WHEREAS, City staff recommends accepting Option 2 with the following edits and changes:

- (1) Signs within the Depot District will use the Depot District font;
- (2) Two additional locations for sign will include the Visitors Center and the Post Office;
- (3) The Tannehill Park and Splash Pad locations will be joined to read “Tannehill Park/Splash Pad”;
- (4) The Fourth St. Theater will be changed to “4th St. Theater”;
- (5) Support poles should be black fluted to match light pole style; and
- (6) Parks signs will be green.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts Wayfinding Signage Design Option 2 with the edits and changes stated above and hereby authorizes the City Manager to proceed with the signage process as outlined in Option 2 and to take such other and further action necessary to carry out the purpose of this resolution.

RESOLVED, this 7th day of August, 2023, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

City of Moberly Exterior Wayfinding Signage

City of Moberly
Missouri

City of Moberly
Exterior Wayfinding
Project Number: 22-3278.00

DESIGNER/S
RD, BK

REVIEWER/S
RD, JB

REVISIONS
1. 230614 Changed Color

06/14/2023

G-100

CITY OF MOBERLY EXTERIOR WAYFINDING–
EXISTING WAYFINDING GUIDELINES (OUTLINE)

1.0 INTRODUCTION

The City of Moberly is creating a wayfinding signage system that will help to identify destinations for visitors and locals alike creating awareness of attractions and services. The City of Moberly Wayfinding Plan serves as a framework for implementing an attractive and effective sign system that directs drivers, cyclists and pedestrians to key destinations within the City of Moberly and surrounding areas. Signage increases a visitor’s comfort level guiding them clearly along their journey. A signage system also serve as a unique civic identifier enhancing the overall image of Moberly as a destination.

PROJECT GOALS

- Create awareness for visitors and locals of the sites and attractions of the greater Moberly area.
- Guide visitors to destinations from all modes of transportation (automobile, train, pedestrian, bicycle).
- Enhance the visitor experience - make it welcoming and easy to navigate the region and find destinations and parking.

2.0 WAYFINDING PLAN PROCESS

A site analysis was taken of the region to document existing wayfinding practices. This analysis with the additional of initial schematic design direction will be presented to the Stakeholder and Public through a strategic meeting which will be held to discuss strategic goals, destinations, and design input. This input will help to direct the Wayfinding Plan and will serves as the framework to implement the sign system. The design of the system will be based on feedback and the strategy outlined in the plan.

- Project Initiation - Fall 2022
- Preliminary Site Analysis - Fall 2022
- Key Stakeholder Meetings - Fall / Winter 2022
- Development of Destination/Wayfinding Plan - Continue through project
- Preliminary Designs - Winter 2023
- Public Meeting - Winter / Spring 2023
- Design Development - Spring 2023
- Final Design Plans - Summer 2023

3.0 WAYFINDING

For the City of Moberly Wayfinding Plan these elements are focused on wayfinding sign types. Categories of wayfinding signs include the following:

- Identification Signs
- Directional Signs
- Orientation Signs
- Regulation Signs

All of these sign types work together as a system to create a sense of place and provide an experience for the visitor. These signs clearly direct the visitor to

destinations while also infusing the city’s brand reflecting energy and excitement. The sign system can help eliminate clutter of sign types created through the years by combining messaging into similiar sign types and using consistant guidelines for implementation.

IDENTIFICATION SIGNS

Provide the first impression of a destination

- Creates a sense of place
- Creates civic identity and enhances image of the entire community
- Establishes a sense of arrival

DIRECTIONAL SIGNS

The circulatory system of wayfinding

- Build awareness of destinations
- Routes pedestrian and vehicular traffic

ORIENTATION SIGNS

Offers an overview of the surroundings

- You are here
- Identifies boundaries, entry/exits, buildings, etc

REGULATION SIGNS

Commicates instructions or warning information

4.0 EXISTING SIGN TYPES

An audit outline will be included in the overall final documentation

5.0 WAYFINDING STRATEGY

This next section will define the framework for the wayfinding signage explaining how it will provide direction and information to its users. This section will outline the recommended sign types, functionality and their approach to placement as part of the visitor experience.

5.1 PLANNING

The common method for developing urban sign routes is the “peeling the onion approach” i.e. looking at a hierarchy of individual elements as a series of layers that a visitor encounters when experiencing an urban environment starting at the vehicular edges of the region and continuing into downtown, and finally pedestrian main streets and destination.

- **Edge of the City:** Direct to large District (Downtown)
- **District Edge:** Direct to smaller subdistricts, major boulevards, major landmarks, and parks
- **Inside the District:** Direct to key destinations and parking
- **At the Pedestrian Level:** Direct to all destinations

5.2 COMPREHENSIVE WAYFINDING SIGN SYSTEM

To be developed and identified at a later time and finalized at the end of Design Development

5.3 SIGN TYPES

DISTRICT EDGE

- Major Boulevard Vehicular Directional
- DOT Signage - City Identifier

INSIDE THE DISTRICT

- Street Vehicular Directional
- Parking Directional

PEDESTRIAN LEVEL

- Pedestrian Directional
- Information Kiosk
- Bikeway Directional

THE DESTINATION

- Indentification Signs
- Interpretive Signs

5.4 DESTINATION & HIERARCY

DESTINATIONS

The criteria for destinations listed on the sign types should be set by The City of Moberly. This can be determined by how many visitors a destination receives annually or by attractions deemed of regional significance based on Stakeholder/ Public input. Private businesses should not be listed but a cluster of private businesses (i.e. downtown restaurants) can.

Outline list of destinations for inclusion in the Wayfinding Guidelines will be determined though Stakeholders and the Public.

Districts and neighborhoods help to make places easier to understand and navigate. Divide places into meaningful zones for use on signs and maps. Other communities, retail clusters and corridors, employment centers can be included. A nomenclature system should be put in place to identify those areas.

Typical for vehicular signs, destination listings should be limited to 3 to

City of Moberly Missouri
City of Moberly Exterior Wayfinding Project Number: 22-3278.00
DESIGNER/S RD, BK
REVIEWER/S RD, JB
REVISIONS 1. 230614 Changed Color

06/14/2023

G-101

4 message on one sign. On pedestrian level signs the messages can be more extensive keeping simplicity in mind to cut through the clutter. Abbreviations may be necessary when listing destinations on sign types. Use recognizable abbreviations consistently in messaging. For example - Boulevard-Blvd., University-Univ., Missouri-Mo.

Symbols designating services such as a shopping bag to represent retail districts can be used to designate these areas as well. Symbols also help to streamline the amount of information needed on the sign.

DISTRICTS
Districts are areas or neighborhoods that have distinctive characteristics such as retail and restaurant destinations, historic or architectural significance or a predominant ethnicity (e.g. Little Italy, Chinatown). It could be a group or area of businesses defined by a Business Organization or Community Improvement District. Scale of buildings or density of development are other physical attributes that help define a district. The following are some of the districts and neighborhoods identified by the Stakeholders and Public.

Locations to be identified during Schematic Design

ATTRACTIONS/INSTITUTIONS
Locations to be identified during Schematic Design

MAJOR RETAIL DESTINATIONS
Locations to be identified during Schematic Design

OUTDOOR RECREATION
Locations to be identified during Schematic Design

SERVICES
Locations to be identified during Schematic Design

OTHER COMMUNITIES/CLUSTERS/CORRIDORS
Locations to be identified during Schematic Design

5.5 FUNCTIONALITY
Wayfinding Signs identify, direct, orientate and regulate. Other functional elements include mapping and symbols.
Mapping and symbols to be developed and identified during Design Development

6.0 DESIGN AESTHETIC
Stakeholders and public will be asked what design aesthetic best represents the Moberly region. These questions will be asked within an online survey during the schematic design phase of the project. These words will be ranked and applied to future design development phase of the project.

Words:
Historic, Traditional, Vibrant, Modern, Energetic, Calm, Whimsical, Edgy, Subdued, Cool, Funky

7.0 WAYS TO SUPPORT WAYFINDING
To be developed with the final guidelines

8.0 MAINTENANCE
To be developed in more detail with final guidelines

Ease of maintenance was taken into consideration when designing this system, as damage sometimes occurs through vandalism, storms or even flooding.

WARRANTY
To be determined by fabricators / contractors and included in final guidelines

CLEANING
To be determined by fabricators / contractors and included in final guidelines

REPAIRS
To be determined by fabricators / contractors and included in final guidelines

City of Moberly
Missouri

City of Moberly
Exterior Wayfinding
Project Number: 22-3278.00

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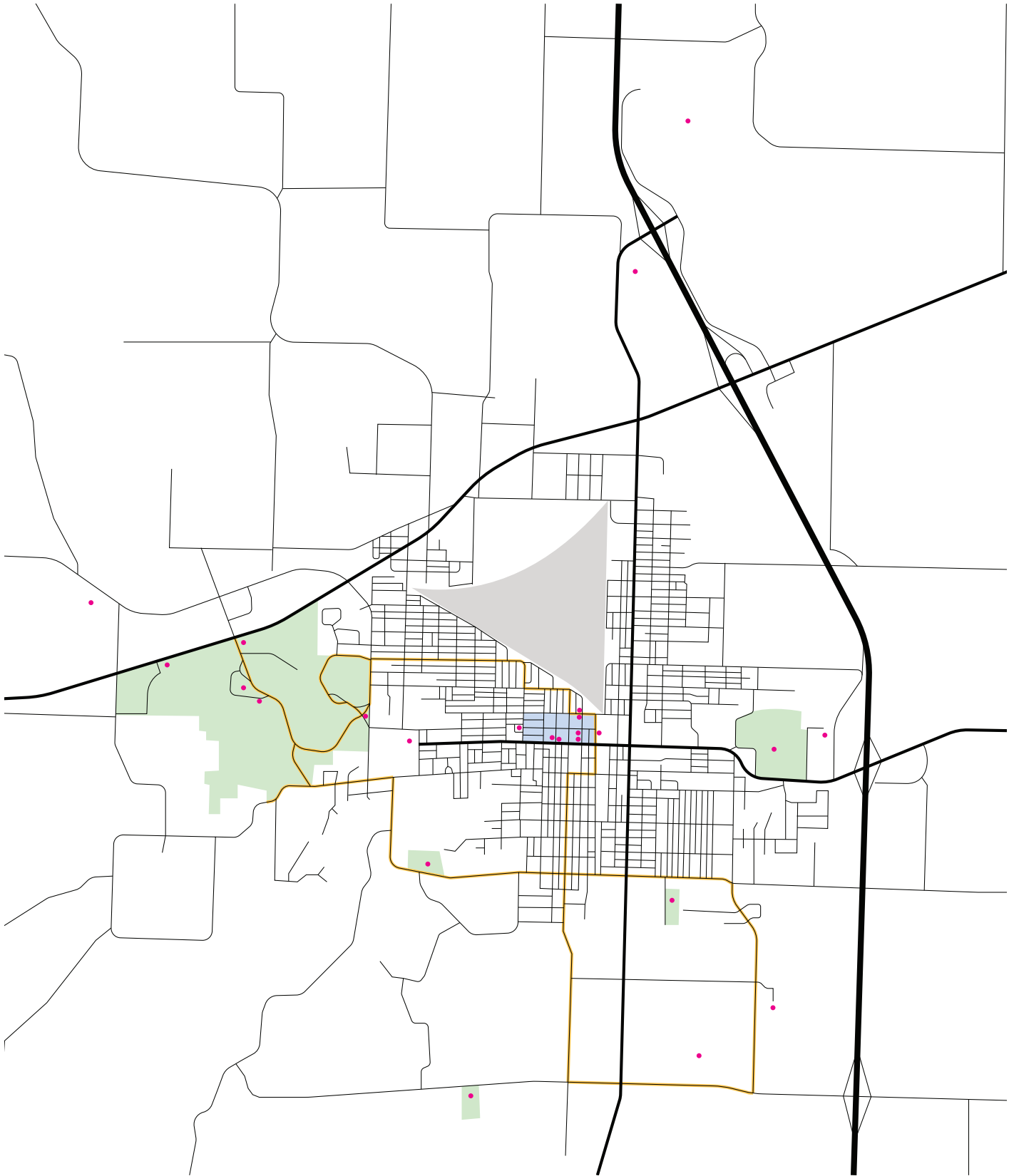
DOWNTOWN:

Auditorium, Fennel Event Center, Library, Train Museum,
County Historical Society, Splash Pad, Tannehill Park,
Fourth St. Theatre, Merchants Hotel

ROTHWELL PARK:

Trails, Athletic Complex, Aquatic Center, Omar Bradley
Memorial, Thompson Campground

Lions Bueth Park
Fox Park
K of C Paradise Park
Oakland Cemetary
Animal Shelter
Theatre and Drive In
Golf Course
Airport
Sugar Creek Lake
YMCA
Central Christian College
Moberly Area Community College



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Inspiration

A collection of inspiration images including building signage, wayfinding and placemaking.



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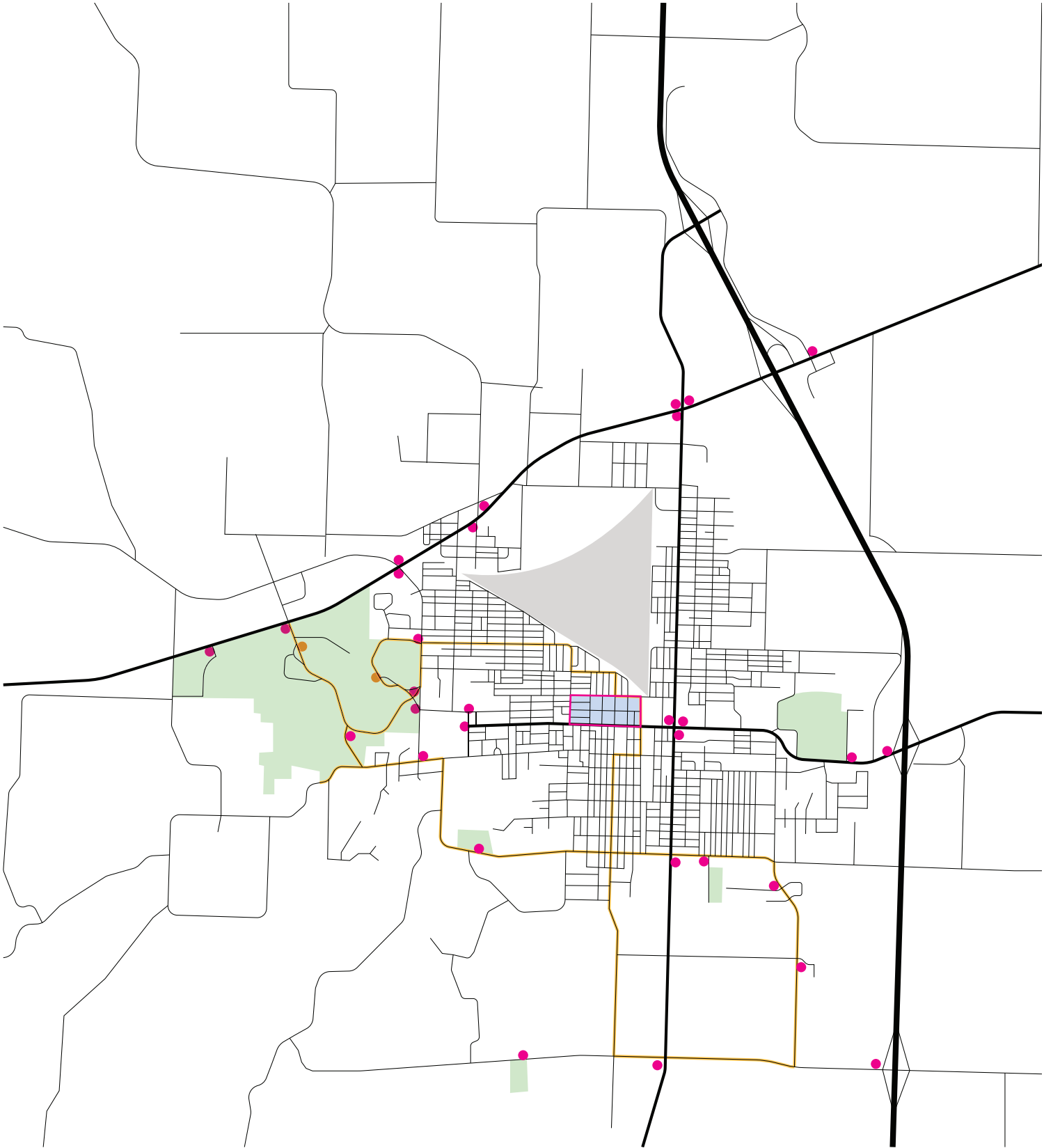
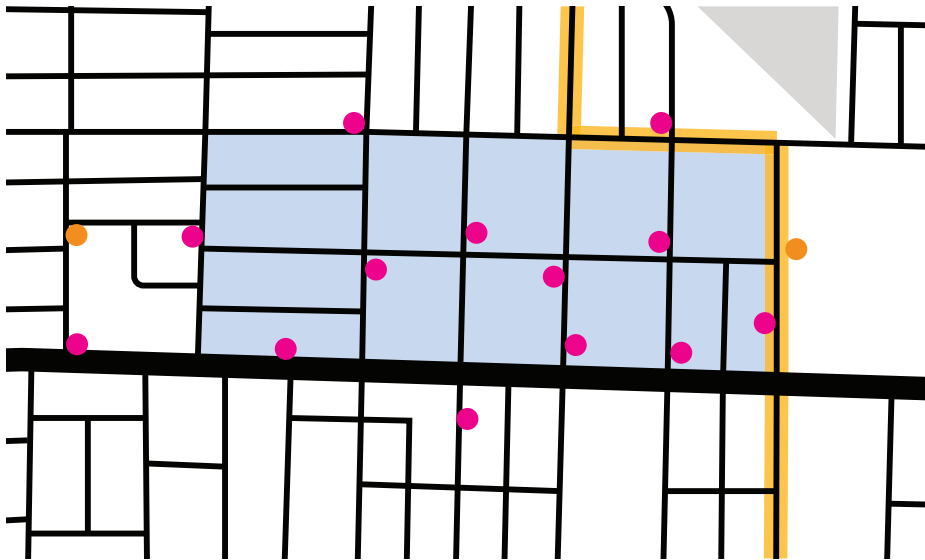
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MAP SIGN
WAYFINDING SIGN



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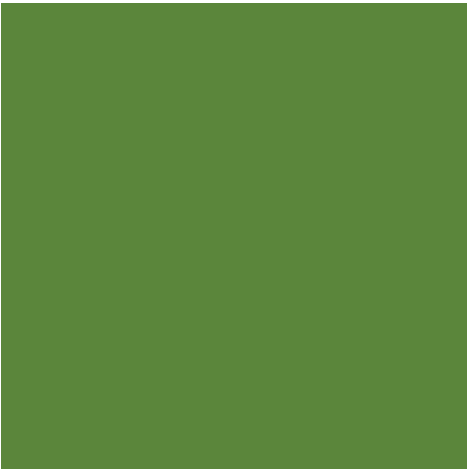
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DEPOT DISTRICT



PARKS



SCHOOLS

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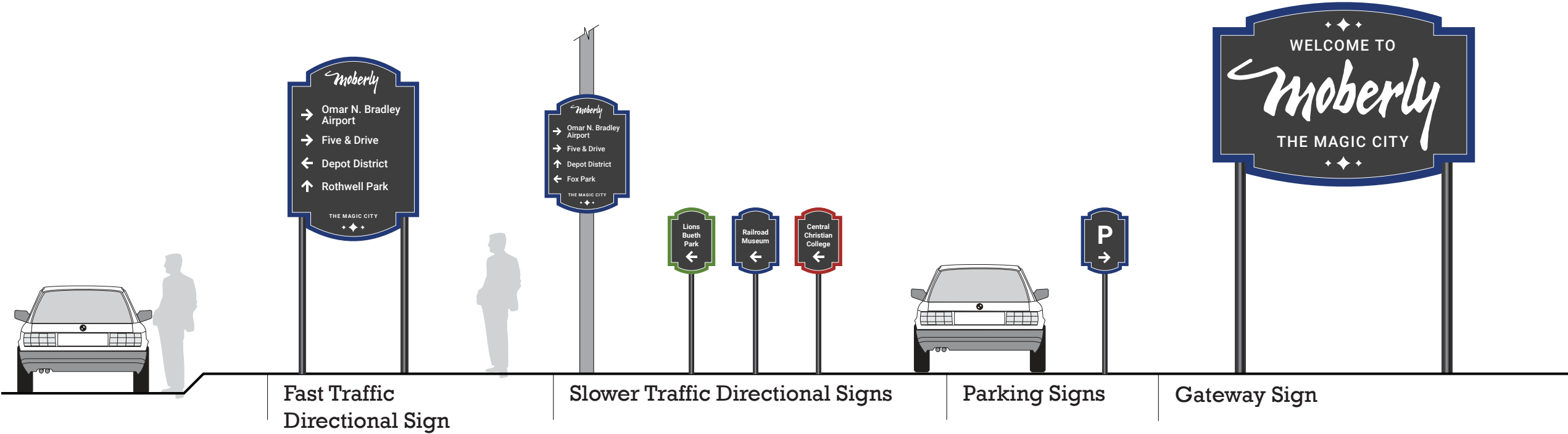
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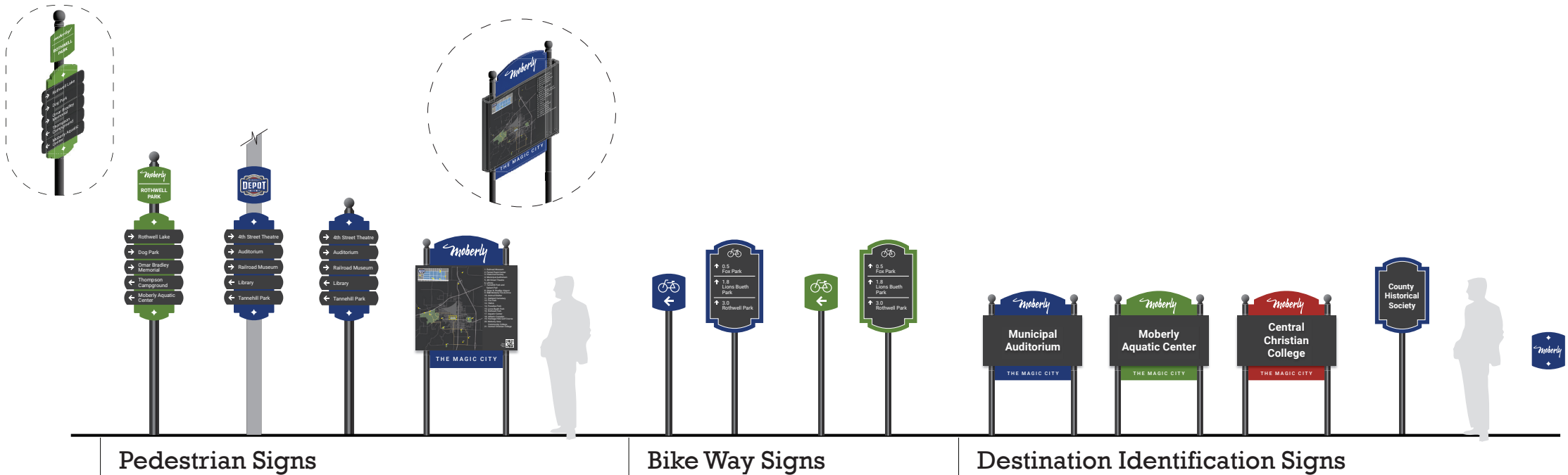
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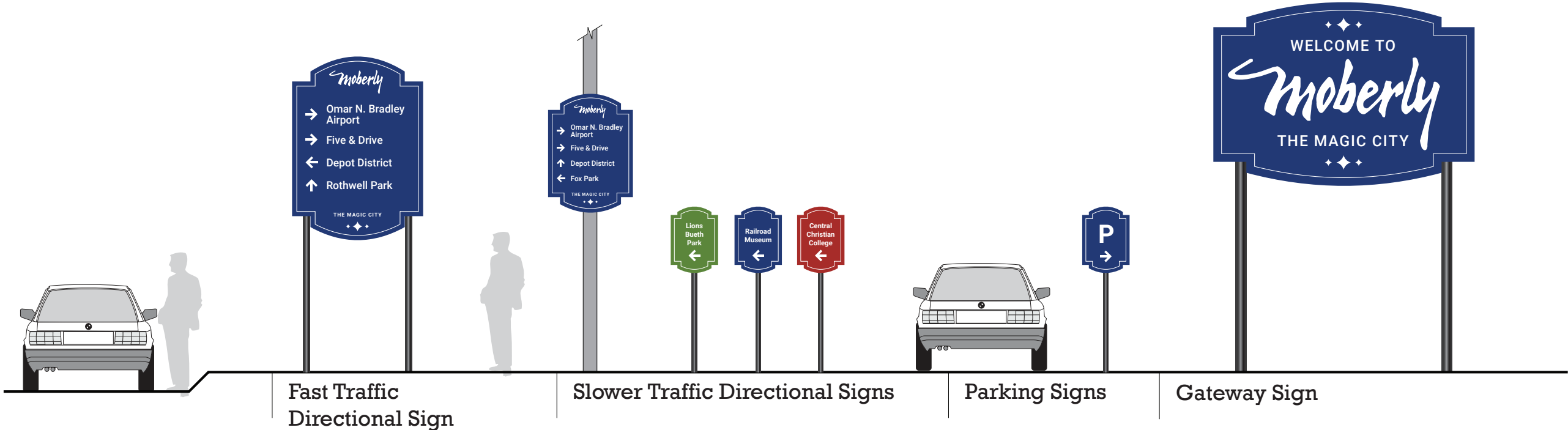
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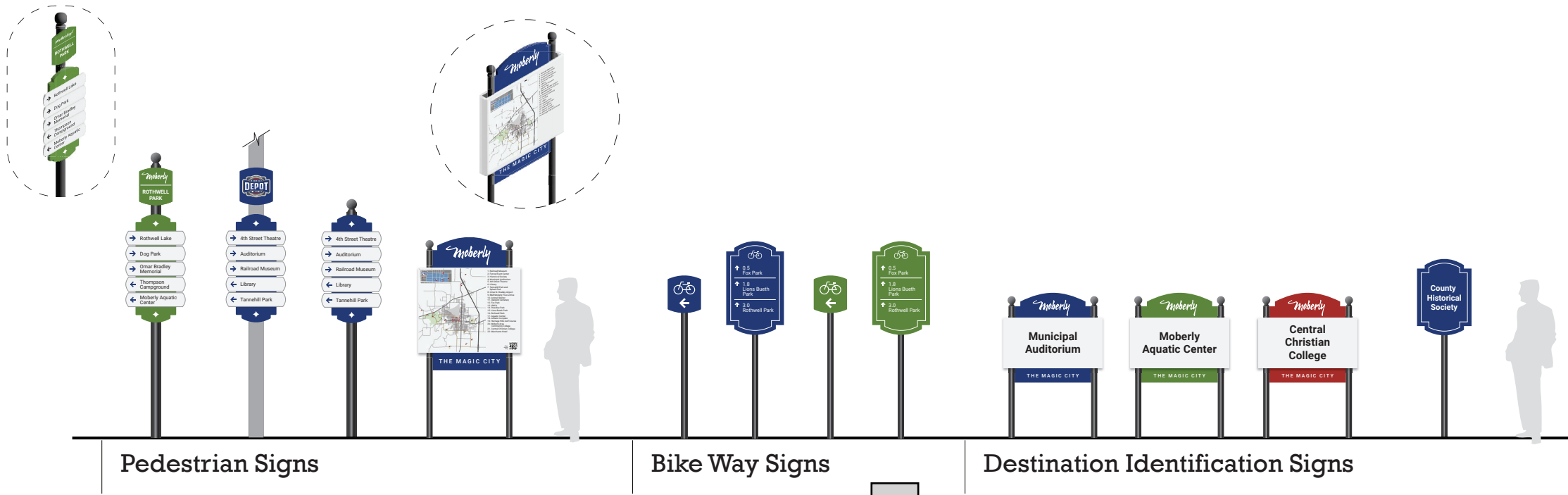
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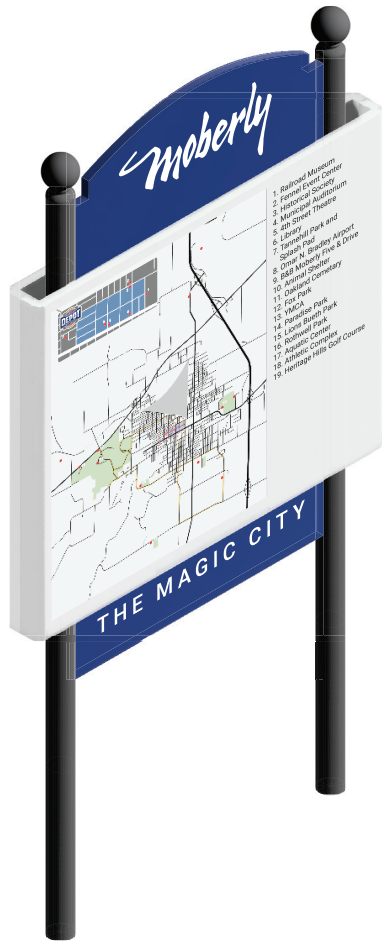
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Next Steps

- City of Moberly to pick direction to move in based on design options
- City of Moberly to supply list of names to be included in first round of signs to be produced.
- Arcturis to make edits and adjustments during Design Development for chosen direction
- Arcturis to order material samples to review for approval
- Arcturis to create preliminary message and signage schedule
- Arcturis to create specification outline for review
- Virtual Meeting to review Design Development progress - Date TBD

City of Moberly
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G-111

City of Moberly

City Council Agenda Summary

Agenda Number: #4.
 Department: Public Utilities
 Date: August 7, 2023

Agenda Item: A Resolution Of The City Of Moberly, Missouri, Authorizing Application For Section 319 Grant Funding For Stormwater Planning.

Summary: The City of Moberly will be applying for up to \$162,000 of stormwater grant funding from MoDNR as part of Clean Water Act Section 319 Grant funding for the Nine Element Watershed Plan and part of Moberly's overall effort to allow future improvements to follow a prescribed, prioritized planning methodology. This water quality planning will evaluate non-point-sources of pollution and their impacts to the respective watersheds and is an opportunity to receive over 30% funding up to \$162,000 towards the project, which is estimated, in 2022 dollars, to cost \$444,000. Receipt of the 319 Grant funding will reduce the overall investment to less than \$300,000. The 2023 through 2025 CIP budget plan lists \$485,000 for stormwater planning for both this 9 Element Watershed Plan and Barr's contribution to Moberly's Integrated Management Plan covering both Stormwater and Wastewater, required by Moberly's commitment to MoDNR in 2018.

Recommended

Action: Approve the resolution

Fund Name: Public Utilities Operations—Stormwater Department

Account Number: 301.115.5502

Available Budget \$: To be transferred from operating reserve fund.

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input checked="" type="checkbox"/> Correspondence	<input checked="" 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>Add'l Information</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. _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MOBERLY, MISSOURI, AUTHORIZING APPLICATION FOR SECTION 319 GRANT FUNDING FOR STORMWATER PLANNING.

WHEREAS, the Environmental Protection Agency through the Clean Water Act has focused on Watershed-based Plans (“WBPs”) to address NPS pollution; and

WHEREAS, grant funding from the Missouri Department of Natural Resources (“MoDNR”) is available through Section 319 of the Clean Water Act to assist local communities in developing Nine-Element WBPs; and

WHEREAS, City staff seeks authority to apply for up to \$162,000.00 of stormwater grant funding through MoDNR; and

WHEREAS, City staff requests authority to prepare and submit the grant application.

NOW, THEREFORE, BE IT RESOLVED this 7th day of August, 2023, by the City Council for the City of Moberly, Missouri, that City staff is to prepare and submit an application for grant funding described herein and further that the City Manager is hereby authorized to take such other and further action necessary to accomplish the purpose of this Resolution.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

V. Watershed-based Planning

A. EPA's Continued Emphasis on Nine-Element Watershed-based Plans (WBPs)

For many years EPA has focused § 319 resources on watershed-based environmental restoration and protection, in which local stakeholders join forces to develop and implement WBPs to address NPS pollution based on the particular conditions in their communities. The watershed approach is a coordinating framework to organize public and private sector efforts to identify, prioritize, and then implement activities to address water-related problems (considering both surface and ground water). This approach is commonly characterized by diverse, well-integrated partnerships; a specific geographic focus action driven by environmental and public health objectives and by strong science and data; and coordinated priority setting and integrated solutions.

Due to the complex and diffuse nature of NPS pollution, the substantial costs to address it, and frequent reliance on voluntary action by individual landowners, successfully addressing NPS pollution to achieve water quality standards often requires years of support from a coalition of stakeholders, programs, and funding sources. Watershed-based planning helps address water quality problems in a holistic manner by fully assessing the potential contributing causes and sources of pollution, then prioritizing restoration and protection strategies to address these problems. In adopting the watershed approach over the past several years, state NPS programs have demonstrated their capability to solve NPS pollution problems. Most of the § 319 success stories document that multi-year, watershed-wide collaborations were required to deliver success.

Over the last several years states' success in restoring NPS-impaired waters through implementation of watershed-based efforts has demonstrated the critical role of watershed planning in effectively guiding NPS pollution control efforts. Additionally, a number of watershed assessment studies, such as USDA's Conservation Effects Assessment Project (CEAP), demonstrate the importance of sound planning to effectively guide project implementation. Between 2004 and 2011, USDA's National Institute of Food and Agriculture (NIFA) and NRCS jointly funded 13 projects to evaluate the effects of conservation practices on trends in water quality at the watershed scale. Findings from these NIFA-CEAP Watershed Assessment Studies demonstrated that more effective water quality outcomes are achieved when partners assess and plan conservation practice implementation at the watershed scale (in addition to the field or farm scale).

These studies found that planning at the watershed scale is needed to provide a comprehensive analysis of the causes and sources of pollution and to identify critical areas (i.e., those that generate the most pollution) in which to give priority to conservation practice implementation. In addition to selecting and applying practices that will be effective in addressing the pollutants of concern, conservation practice implementation was dependent on local willingness to adopt and maintain these practices.⁷ The watershed-based planning approach can identify possible

⁷ A summary of key findings from USDA's CEAP Competitive Grant Watershed Studies Synthesis Report is available here: www.nrcs.usda.gov/wps/portal/nrcs/detail/national/technical/nra/ceap/?cid=stelprdb1047821

implementation activities to address a water quality problem, and then prioritize these activities based on their relative contributions to NPS pollutant loads and the likelihood that they will be adopted and maintained by local partners.

National experience indicates that WBPs containing the nine elements identified in EPA's *Handbook for Developing Watershed Plans to Restore and Protect our Waters* (water.epa.gov/polwaste/nps/handbook_index.cfm) and in appendix C of these guidelines, provide an effective, integrated approach to address the diverse realities and needs of each watershed. WBPs provide a watershed-specific roadmap to guide cost-effective, well-informed restoration and protection efforts. EPA strongly supports this approach and continues to emphasize WBPs as the primary planning framework for § 319 watershed projects.

For WBPs in watersheds that contain wetlands, additional documents are available to assist planners to effectively incorporate wetland protection and restoration into their efforts. These include EPA Region 5's document entitled, *EPA Region 5 Wetlands Supplement: Incorporating Wetlands into Watershed Planning* (www.epa.gov/region5/agriculture), and a document produced by the Center for Watershed Protection, *Using Local Watershed Plans to Protect Wetlands* (2006) (www.cwp.org/documents/cat_view/73-wetlands-and-watersheds-article-series.html).

The level of detail needed to address the nine elements of WBPs will vary in proportion to the homogeneity or similarity of land use types and variety and complexity of pollution sources. EPA encourages states and WBP developers to refer to the *Handbook for Developing Watershed Plans to Restore and Protect our Waters* to assess the level of detail most appropriate to fully address their planning needs. EPA continues to require that watershed projects funded under § 319 directly implement a WBP addressing the nine elements. However, in select cases (described in section IX.B.ii), EPA may approve an alternative planning approach to guide implementation of watershed restoration or protection efforts. While watershed planning is an iterative and adaptive process, all plans (including WBPs and acceptable alternatives) should include the assessment necessary to provide assurance that the water quality problem can be fully addressed through the recommended management strategies outlined in the plan.

EPA encourages efficiency in the utilization of other relevant planning documents that contain some or all of the information needed to fulfill the elements of a WBP. Where necessary information already exists, is representative of current conditions, and is of sufficient quality and detail for the planning area the information may be used to fulfill some or all of the required (a) through (i) WBP elements. Examples of such documents include various state and local watershed planning documents like TMDLs and TMDL implementation plans, source water protection assessments and plans, Chesapeake Bay Watershed Implementation Plans, National Estuary Program Comprehensive Conservation and Management Plans (CCMPs) or NEP annual project work plans. In such cases, this information should be incorporated by reference in a WBP. States should ensure that WBPs, including any planning elements addressed through other existing documents, are readily accessible to watershed stakeholders and the public to maximize their utility in providing a coherent, comprehensive roadmap that can effectively guide restoration and protection efforts.

B. Balance Between Planning and Implementation

States and EPA regions should ensure that a proper balance exists between funding the development and implementation of WBPs and TMDLs to meet the approved milestones and schedules in the state NPS management program. On one hand, states should support the development of WBPs at a sufficient pace to advance implementation efforts funded through § 319 or other funding sources. On the other hand, WBP and TMDL development should not be funded at a pace that significantly exceeds the pace of implementation because these plans may become outdated before they are implemented. For those states where a large number of WBPs have been developed EPA encourages states to direct § 319 funds to the implementation of these plans if they are not being fully implemented with other sources of funding.

C. Integration of Watershed-based Plans and TMDLs

As noted in section II.D.ii, EPA encourages states to coordinate their efforts to develop and implement WBPs with efforts to develop and implement TMDLs. Where a TMDL for the affected waters has already been developed and approved or is being developed, the WBP must be designed to achieve the NPS pollutant load reductions called for in the TMDL. As described in section V.A, EPA encourages WBP developers to incorporate information from existing planning documents to meet the nine elements of a WBP. In cases where a TMDL and TMDL implementation plan exist and adequately address many of the nine elements of a WBP, EPA encourages states and WBP developers to incorporate such information by reference in the WBP.

However, where a TMDL has not yet been developed and approved, the state may use § 319 funds to develop a WBP in the absence of the TMDL. In such cases, the plan must be designed to reduce NPS pollutant loadings that are contributing to water quality threats and impairments. If a TMDL has not yet been developed, the WBP should be designed to attain water quality standards if possible, or should describe how the implementation of the WBP will make progress towards achieving water quality standards. In this way, progress towards achieving water quality standards continues even before a TMDL is established.

Once a TMDL is completed and approved, the WBP should be modified as appropriate to be consistent with the load allocation in the TMDL. Alternatively, through the course of implementing the WBP, the state may find that water quality standards are met, obviating the need to establish a TMDL. EPA believes that improving the integration of TMDLs and WBPs to implement NPS management measures will improve efficiency and help accelerate achievement of water quality standards.

D. Role of EPA Regions in Watershed-based Plan Review

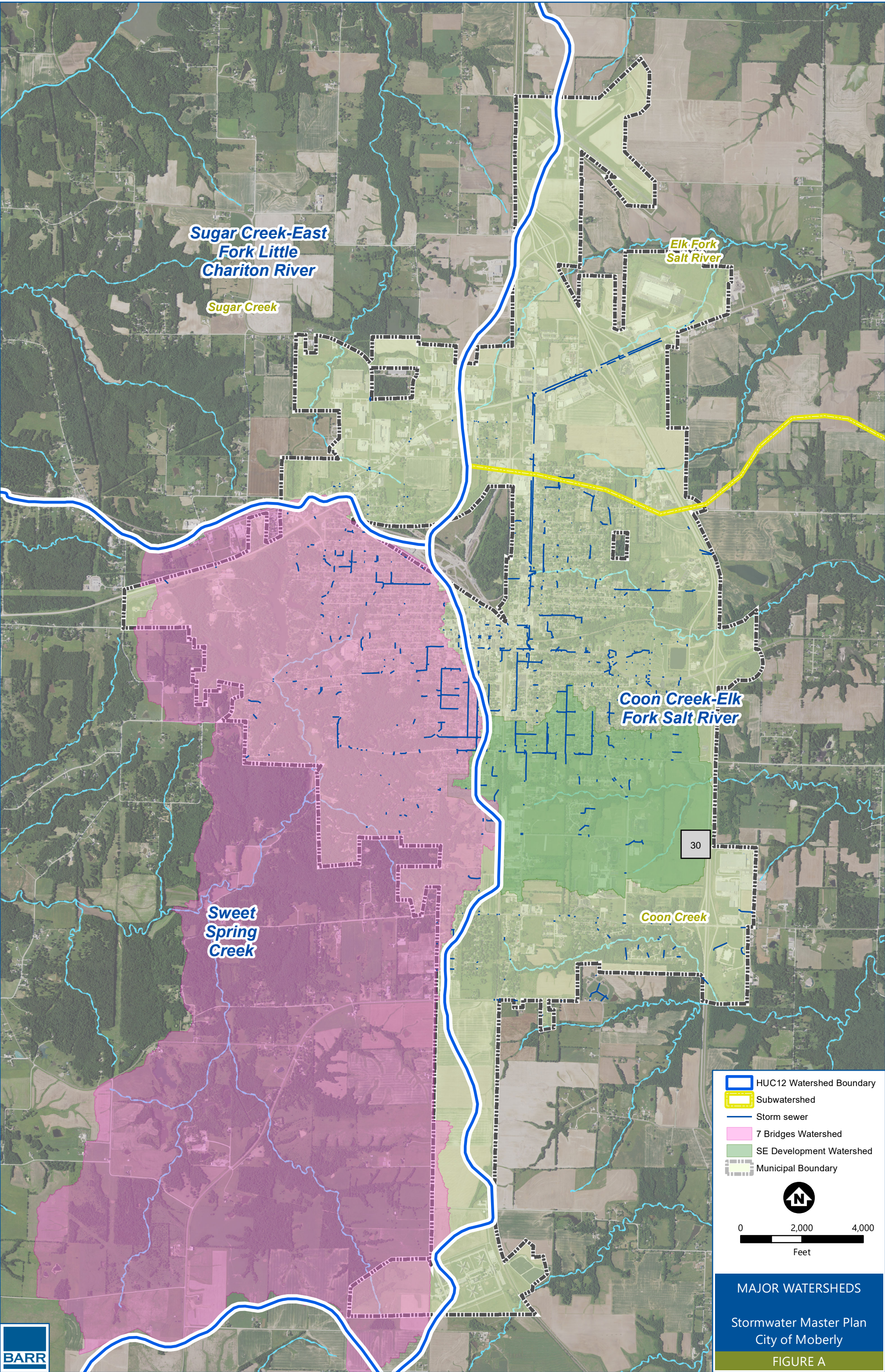
EPA remains committed to ensuring that § 319-funded restoration and protection projects are guided by well-developed WBPs. Consistent with the past § 319 guidelines, EPA recognizes that the success of a state NPS management program rests significantly on developing good-quality plans and implementing them effectively.

Since 2006, EPA has conducted two national reviews of WBPs to evaluate how well stakeholders were meeting the challenge of developing high-quality WBPs in accordance with the nine minimum elements (see appendix C). Both reviews concluded that while some plans were robust and provided a good foundation for watershed projects, many plans did not contain sufficient information to support a fully successful implementation effort. Further, the reviews recommended that: greater care be taken in development of WBPs to ensure they provide as specific a roadmap to future actions in the watershed as reasonably possible; states and their watershed partners should have sufficient technical and financial capacity to develop robust plans; and EPA regions work more closely with states to ensure WBPs are adequate.

In an effort to achieve greater program consistency in the quality of WBPs, beginning in fiscal year 2014 EPA regions will annually review a sample of WBPs from each state in their region and provide feedback and recommendations to help ensure these plans lay a good foundation for efforts to restore and/or protect waters. Each EPA regional office will have the discretion to determine the appropriate number of plans to review each year. EPA expects that one WBP per state per year will serve as a minimum threshold from which to begin these discussions in fiscal year 2014 and that the actual number will vary based on regional and state experience and circumstances. EPA regions will select the plan(s) for review and conduct each review to assess whether the WBP meets the nine elements outlined in appendix C of these guidelines.

EPA regional feedback should serve as the basis for dialogue between EPA, the state, and the WBP developer to discuss any opportunities for WBP improvements. Upon completion of each WBP review, the EPA region will provide written feedback to the state, identifying any opportunities for improving the plan to align with the nine minimum elements. The state will then work with the WBP developer (if not the state) to review EPA regional feedback and provide a written response describing how the suggested improvements will be addressed. In general, EPA regions have the discretion to determine when WBPs meet the nine minimum elements and thus are acceptable for implementation with watershed project funding.

EPA regions are encouraged to review draft WBPs currently under development, particularly where § 319 funds support plan development. EPA regions should ensure that each WBP review is timely so as not to interfere with plan completion nor delay implementation of the WBP. In cases when the EPA region elects to review a WBP being developed through a § 319 subgrant, EPA and the state should coordinate EPA’s review so that the subgrantee has ample time and resources to make any necessary revisions before the subgrant closes. In cases when the EPA region selects a completed WBP to review, for which the § 319 subgrant may have already closed, any adjustments to the WBP based on EPA feedback should occur prior to its implementation with additional § 319 funds. As described in section IX.B.ii of these guidelines, there are select cases when an alternative plan to a WBP can serve as an effective roadmap to guide watershed project implementation. In these cases, states may use watershed project funds to implement an acceptable alternative plan. EPA regions will review and approve all alternative plans proposed for implementation in the state’s § 319 grant work plan to ensure required planning elements are adequately addressed.





DRAFT Watershed-Based Planning Grant Application

Clean Water Act Section 319

Prepared for
City of Moberly

July 2023

1001 Diamond Ridge, Suite 1100
Jefferson City, MO 65109
573.638.5000
www.barr.com

Watershed-Based Planning Grant Application
July 2023

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Abbreviations

BMP	Best management practice
Chl-a	Chlorophyll-a
cm	centimeter
EJ	Environmental justice
FFATA	Federal Funding Accountability and Transparency Act
FY	Fiscal year
GeoSTRAT	Geosciences Technical Resources Assessment Tool
GIS	Geographical information system
GPS	Global positioning system
HUC	Hydrologic unit code
LMVP	Lakes of Missouri Volunteer Program
MBE	Minority business enterprise
MDNR	Missouri Department of Natural Resources
NLCD	National Land Cover Database
NRCS	Natural Resources Conservation Service
NWI	National Wetland Inventory
QAPP	Quality assurance project plan
SPI	Stream Power Index
SWPP	Source water protection plan
TN	Total nitrogen
TP	Total phosphorus
TSS	Total suspended solids
USDA	United States Department of Agriculture
U.S. EPA	United States Environmental Protection Agency
USLE	Universal Soil Loss Equation
WBE	Woman business enterprise
WBID	Waterbody identification
WBP	Watershed-based plan

1 Introduction

This document is intended to provide the information required in certain fields of the Watershed-Based Planning Grant Application, Form 780-2123. Below is a list of the form requirements by item number and the location of responses to each item.

- Item 1. Sponsoring Agency Information – response found on Form 780-2123
- Item 2. Project Information Summary – response found on Form 780-2123
- Item 3. Sponsoring Agency's Authorized Signature and Approval of Application – response found on Form 780-2123
- Item 4a. Watersheds and Impaired Waters in the Planning Area – response found on Form 780-2123
- Item 4b. Watershed Planning Background – response found on Form 780-2123
- Item 5. Project Executive Summary – response found on Form 780-2123 and in Section 2 of this document
- Item 6. Watershed Description – response found on Form 780-2123 and in Section 3 of this document
- Item 7a. Project Work Plan Narrative – response found in Section 4 of this document
- Item 7b. Environmental Data Collection and Modeling Narrative – response found in Section 5 of this document
- Item 7c. Planning Deliverables Worksheet – response found in Section 6 of this document
- Item 8a. Information and Outreach Narrative – response found in Section 7 of this document
- Item 8b. Project Specific Information and Outreach Deliverables Worksheet – response found in Section 8 of this document
- Item 9. Watershed Plan Elements – response found on Form 780-2123
- Item 10. Schedule of Milestones – response found in Section 9 of this document
- Item 10b. Sponsoring Agency – Personnel Roster Worksheets – response found in Section 10 of this document

2 Project Executive Summary

This section provides the information required by Item 5 of Form 780-2123.

In this application, the City of Moberly (Moberly or the City) is seeking funding from the Missouri Department of Natural Resources (MDNR) pursuant to Section 319(h) of the Clean Water Act to prepare a Nine-Element Watershed Based Plan (WBP or Plan) to protect and improve water quality in Sugar Creek Lake. Sugar Creek Lake is the source of Moberly's drinking water; therefore, maintaining the highest degree of water quality over the long term is a major concern of the City.

Moberly is in Randolph County, Missouri, and has a population of 13,783 as of the April 1, 2020 census reported by the U.S. Census Bureau (reference (1)). The boundary of the City intersects three Hydrologic Unit Code (HUC) 12 watersheds, Sugar Creek-East Fork Little Chariton River, Coon Creek-Elk Fork Salt River, and Sweet Spring Creek. In conjunction with developing a citywide stormwater master plan, the City seeks to develop a WBP for the Sugar Creek Lake and its watershed.

2.1 The Sugar Creek Lake Watershed

Within the Sugar Creek Lake watershed there is nonpoint source pollution from agricultural runoff, including pasture and hay and row crop, urban runoff from low-density development and an airport, and recreation. According to the 2016 National Land Cover Database (NLCD) dataset, approximately half of the land use in the watershed is used for agricultural production. See Figure 1 and Figure 2 for maps of the watershed and the land use designations within the watershed. The primary water quality concerns include nutrients, algal blooms, and sediment loading. Current data do not confirm an impairment for nutrients; however, data collected by the Lakes of Missouri Volunteer Program (LMVP) indicate that the lake has exceeded Missouri's nutrient-screening thresholds for chlorophyll-a (Chl-a), total nitrogen, and total phosphorus in some samples during the past 10 years.

2.2 Overall Project Planning

The WBP to be developed for Sugar Creek Lake (lake) has the following overall goals:

1. Protect and improve the lake and its watershed to maintain the highest possible degree of water quality in the lake, which is the drinking water source for Moberly.
2. Reduce and identify sources of nonpoint source pollution to the lake.
3. Coordinate the efforts and activities of various entities committed to protecting and improving water quality in the lake.
4. Educate and empower stakeholders and the public to increase awareness, support, and commitment to protecting and improving water quality in the lake.

In August of 2020, Moberly completed a source water protection plan (SWPP) to develop strategies and provide guidance to stakeholders for the protection of lake and its watershed in order to provide

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sustainable, reliable, and high-quality drinking water supply for the City and its customers. The plan aggregated data relevant to the water quality of the lake, including surface waters, physiographic setting and climate, soils and geology, land use and land cover, the lake's impairment status, water quality, and sediment quality. The SWPP recommended a number of objectives and strategies related to nonpoint source pollution, including:

- Collect additional data to improve understanding of pollutants in the lake.
- Gather more information about water quality in the lake and sources of pollutants in the watershed.
- Address challenges with septic tanks and lagoons.
- Address nonpoint sources of pollutants.
- Engage the public to establish support for the SWPP.

The WPB planning process will build upon the nonpoint source-focused efforts of the SWPP by conducting the following tasks:

1. Perform detailed pollutant modeling of nutrient contributions from the watershed as well as from the lake itself.
2. Gather additional monitoring data to calibrate the models to gain an accurate understanding of the sources of nonpoint source pollution, calculate the target levels, and key locations for practices that will achieve the greatest load reductions.
3. Calculate the load reductions needed to achieve water quality goals in the lake, primarily for total phosphorus, total nitrogen, total suspended solids and Chl-a.
4. Identify a suite of nonpoint source projects and practices that will achieve the load reductions, estimate the necessary resources, and develop a conceptual schedule for implementation, including milestones and a monitoring plan.
5. Establish specific, measurable, achievable, relevant, and time-bound metrics, including but not limited to monitoring that will be used to report on achievements and guide adjustments to the Plan.
6. Determine milestones that will be used to assess and communicate progress.
7. Create a community education and information campaign to raise awareness of the importance of reducing nonpoint source pollution.
8. Support the network of partners and stakeholders to help develop the Plan and participate in its implementation.

9. Estimate the necessary resources and develop a conceptual schedule for implementation including milestones and a monitoring plan.

2.3 Challenges and Opportunities within the Watershed

Stakeholders will face significant challenges in developing a robust, effective plan for this watershed. Several challenges and opportunities are outlined below.

2.3.1 Socioeconomic

Like many smaller communities and rural areas, some populations in Moberly meet the established criteria to be considered underserved and low-income. Reductions in manufacturing and demand for farm labor mean fewer employers and fewer well-paying jobs. Median household income, rates of unemployment, low life expectancy, and population below poverty level indicate that the Moberly area is considered an underserved area. See Figure 3 for the population distribution through Moberly and the Sugar Creek Lake watershed.

According to U.S. Environmental Protection Agency’s (U.S. EPA) environmental justice (EJ) screening and mapping tool called EJScreen (reference (2)):

- Moberly residents experience rates of low income at or above the 80th percentile, compared nationally (Figure 4)
- Areas of Moberly experience unemployment rates that are at or above the 95th percentile, compared nationally (Figure 5)
- Moberly citizens experience rates of low life expectancy at or above the 95th percentile, compared nationally (Figure 6)
- Moberly has among the highest percentage of population at or below the poverty level, compared nationally

Implementing nonpoint source reduction projects requires resources including money, land, community support, and volunteers. Limited local resources can be greatly enhanced by state and federal grant assistance.

2.3.2 Legacy Surface Coal Mining

The Sugar Creek Lake watershed contains legacy surface coal-mining sites, some of which operated into the mid-twentieth century. These abandoned, unreclaimed sites continue to contribute acid-mine drainage to the Sugar Creek Lake Watershed and have contributed to the impairment of Sugar Creek. Much of the abandoned legacy mine sites that are well documented are downstream of Sugar Creek Lake. This mining was ubiquitous, and there is anecdotal evidence of smaller, unreclaimed sites within the lake watershed. Part of the development of this plan will be to work with landowners and the public to identify more of these sites.

2.3.3 Existing Cost-Share Practices

Landowners in the Sugar Creek-East Fork Little Chariton River watershed have partnered with the Missouri Soil and Water Conservation Program to implement cost-share conservation practices that reduce nonpoint source pollution the watershed. This is an ongoing potential opportunity to leverage resources for nonpoint source reduction in the Sugar Creek Lake watershed. As noted in the SWPP, public engagement could increase awareness and participation in cost-share in this area. The development of WBP will be an opportunity to promote these opportunities.

2.4 Stakeholder Involvement and Education

Moberly understands that the long-term success of any plan requires committed partners and stakeholders as well as public awareness and commitment to the goals and objectives of the plan. Moberly proposes a robust set of efforts to garner stakeholder interest and educate the public through a variety of outreach efforts and products. These efforts are described in more detail in Section 7 of this document.

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3 Watershed Description

This section provides the information required by Item 6a of form 780-2123.

Sugar Creek Lake (waterbody identification number [WBID #] 7166) is a 308-acre impoundment of Sugar Creek (WBID #0686) within the Sugar Creek-East Fork Little Chariton River (hydrologic unit code (HUC) 102802030204) watershed. The Sugar Creek Lake watershed encompasses about 11 square miles, of which about one square mile is within Moberly city limits. There are about 14.6 stream miles with about one mile within the city limits. There are no lake acres within the city limits. Besides the lake acreage, the primary land uses include deciduous forest, hay pasture, cultivated crops and urban development. Most of the area is sparsely populated with less than 45 people per square mile; however, the upper reaches of the watershed to the south have a population density between 45 and 145 people per square mile (see Sugar Creek Lake Figure 1: Watershed Area, Figure 2: Land Cover, and Figure 3: Population Distribution).

Sugar Creek Lake has three main arms that impound Sugar Creek and two unnamed tributaries. In the Missouri 2020 305b Report (reference (3)), Sugar Creek Lake is listed as a Category 5 impairment for mercury from atmospheric deposition. It is also described as eutrophic, but is not listed as impaired for nutrients. No TMDL has been prepared for the mercury impairment. There is no further discussion on the topic of mercury impairment since that is not within the scope of this WBP.

Table 3-1 shows water quality data for Sugar Creek Lake related to the “List of Lakes, Data, Trophic Status and Ecoregion” section of the 305b report. The date range of the data presented in Table 3-1 is 2015 through 2020, which is a different set of data than that used for the 305b report; thus, there will be differences between the geometric mean and any other statistical data presented in the 305b report. Using the most recent data is more representative of current water quality conditions within Sugar Creek Lake.

Table 3-1 Water Quality Data for Sugar Creek Lake

Statistical Parameter	Chlorophyll-a (µg/L)	Secchi Depth (m)	Total Nitrogen (µg/L)	Total Phosphorus (mg/L)	Non-Volatile Suspended Solids (mg/L)	Volatile Suspended Solids (mg/L)
Count	47	47	47	47	46	46
Minimum	2.40	0.48	500	28	1.70	0.05
Maximum	44.80	1.42	5,080	81	41.50	10.00
Average	18.0	0.81	914	43	5.93	4.16
Geometric Mean	15.0	0.79	830	42	4.55	2.78
Median	17.5	0.76	800	42	4.55	2.78
Standard Deviation	10.26	0.19	657	12	7.19	2.49
Coefficient of Variation	0.57	0.24	0.72	0.27	1.21	0.60

Error! Not a valid bookmark self-reference. includes water quality monitoring results (monthly maximum) for Chl-a, nitrogen, and phosphorus at Sugar Creek Lake dam from 1990 to 2020. A comparison of the average of all data for that time period is shown in the table below along with the with the Plains Ecoregion Chl-a Response Impairment Threshold Values and Plains Lake Nutrient Screening Threshold Values found in 10 CSR 20-7.031.

Table 3-2 Sugar Creek Lake Geomean Nutrient Values Compared to Impairment and Screening Values from 10 CSR 20-7.031

	Chl-a (µg/L)	Nitrogen (µg/L)	Phosphorus (µg/L)
Plains Ecoregion Chl-a Response Impairment Threshold Values	30	n/a	n/a
Plains Ecoregion Nutrient Screening Thresholds	18	843	49
Sugar Creek Lake Geomean 2015-2020	15	830	42

Current data do not confirm an impairment for nutrients; however, data collected by the LMVP indicate that the lake has exceeded Missouri’s nutrient screening thresholds for Chl-a, total nitrogen, and total phosphorus at times during the past 10 years.

To date, there are no data to indicate that Response Assessment Endpoints in 10 CSR 20-7.031 have occurred within the same year as an exceedance of Nutrient Screening Thresholds.

The Natural Resources Conservation Service (NRCS) has selected the Sugar Creek-East Fork Little Chariton River watershed (HUC 102802030204) as a National Water Quality Initiative (NWQI) priority water for fiscal year 2023 (FY23) (reference (4)). This initiative is a focused approach to assist landowners in priority watersheds to apply selected conservation practices to reduce the flow of sediment, nutrients, and other runoff into impaired waterways. The Sugar Creek-East Fork Little Chariton River watershed area is approximately 32,495 acres.

3.1 Surface Waters

Surface waters within the watershed are shown in Figure 1. Multiple first- and second-order unnamed streams serve as tributaries to the lake. The outlet of the lake is Sugar Creek, which flows 4.6 miles until its confluence with the East Fork of the Little Chariton River.

3.2 Physiographic Setting and Climate

The watershed, approximately 7,000 acres in size, is a subwatershed of Missouri’s Little Chariton River watershed (HUC 10280203) located in the Missouri River Basin. The watershed lies within an ecological region known as the Central Dissected Till Plains, which is located north of the Missouri River and formed through soil deposition from glaciation (reference (5)). The Dissected Till Plains extend into Iowa, Illinois, Kansas, and Nebraska and are relatively flat, other than river valleys and hills formed through erosion, much of which resulted from glacial runoff (reference (5)). Elevation in the watershed ranges from approximately 870 feet to 746.8 feet at the dam spillway (Figure 8).

North-central Missouri has a humid continental climate characterized by long, hot summers and cool winters (reference (6)). The region (Moberly, Missouri climate station) receives an average annual precipitation of 43.22 inches (1981-2010, reference (7)). May is typically the wettest month, receiving an average precipitation of 5.16 inches (reference (8)). The historical high and low annual precipitations at the Moberly Climate Station between 1936 and 2018 were 65 inches in 2008 and 22 inches in 1988 (reference (9)). The average annual temperature for the area is 53.8 degrees Fahrenheit. January, the coldest month of the year, averages high and low temperatures of 37 and 19 degrees Fahrenheit, respectively, while July, the hottest month of the year, averages high and low temperatures of 87 and 67 degrees Fahrenheit (reference (8)).

3.3 Soils and Geology

The following subsections include soil and geology information for the watershed. Section 3.3.1 includes the predominant soil types found within the watershed; Section 3.3.2 includes an analysis of soil erosivity and stream power within the watershed to identify erosion prone areas; and Section 3.3.3 provides information on the uppermost geologic units in the watershed.

3.3.1 Soil Types

Based on the U.S. Department of Agriculture’s (USDA) NRCS Soil Survey, the predominant soil types within the watershed are depicted in Figure 9. Soil types within the watershed consist of silty loams that range from nearly level to gently sloping soils in the upper areas of the watershed (Mexico-Leonard-Putnam

association) to moderate to steep slopes near the lakeshore (Gosport-Gorin association). In general, soil types on steeper slopes tend to have greater drainage than those on level to moderately sloped areas. Permeability of the soil, which is the ability of the soil to infiltrate water, is very low for the silt loams within the watershed, which increases their potential erosion and seasonal wetness.

3.3.2 Soil Erosivity and Stream Power

Erosion-prone areas within the watershed were identified in the SWPP using the Universal Soil Loss Equation (USLE) and stream power indices. The USLE predicts annual average soil loss or erosivity due to rainfall. The Stream Power Index (SPI) equation measures the erosive power of flowing water and identifies areas within the watershed that are prone to channel formation. Barr identified areas of the watershed most prone to erosion by combining USLE and SPI results with high erosion potential (Figure 10) and priority areas for erosion inspection (Figure 11).

3.3.3 Geology

According to the Missouri Geological Survey Geosciences Technical Resources Assessment Tool (GeoSTRAT), the geology underlying the watershed area is composed of Mississippian- and Pennsylvanian-aged bedrock units overlain by approximately 50 to 65 feet of unconsolidated residuum. The Pennsylvanian bedrock units found near the surface around the watershed consist of the Marmaton Group and the Cabaniss Subgroup of the Cherokee Group. In a typical geologic sequence, the Marmaton Group conformably overlies the Cabaniss Subgroup.

According to GeoSTRAT, the Cabaniss Subgroup is the shallowest bedrock on the western edge of and underlying the lake, while the Marmaton Group is the shallowest bedrock along the eastern edge of the lake. The Cabaniss Subgroup in Missouri is composed of sandstone, siltstone, shale, limestone, and coal beds and consists of 11 successions or cyclic units with coal beds near the top with some minor exceptions. The Marmaton Group is composed of a succession of shale, limestone, clay, and coal beds. In comparison with the Cabaniss Subgroup, the Marmaton Group contains thicker and consistent limestone units.

In contrast to the geologic information provided by GeoSTRAT, the well log for a nearby water supply well No. 006285 (Figure 12) located approximately 0.8 miles southwest of the lake’s spillway indicates that the Mississippian Warsaw Formation is the shallowest bedrock unit. The Warsaw Formation is composed of a coarsely crystalline, fossiliferous limestone intermittent with finely crystalline dolomitic limestone (reference (10)).

3.4 Land Use and Land Cover

The watershed has a variety of land uses due to the combination of rural, urban, and recreational areas. The lake is a popular recreation destination for activities such as fishing and boating. Land adjacent to the lake primarily consists of forest, agriculture (pasture and hay), and private residences. As of the 2016 NLCD dataset, approximately half of the land in the watershed is used for agricultural production (Figure 2).

3.5 Other Features of Interest

Other watershed features of interest include:

- Cooksey's Quarry
- Private septic systems
- Legacy coal mining

The influence of Cooksey's Quarry and private septic systems on the lake's water quality has been frequently mentioned as pollutant sources by stakeholders. Cooksey's Quarry is an inactive stone quarry located on City property east of the lake's eastern arm. The City currently owns and has complete control over the Quarry property. Due to a lack of data, the Quarry's influence on lake sedimentation has not been quantified. Private septic systems may contribute nutrients and pathogens to surface waters, particularly in areas where groundwater and soil conditions are unsuitable, or the density of septic systems is high (reference (11)). The influence of private septic systems on the lake's water quality is undetermined; the SWPP identifies a goal to quantify and address the contributions from these pollutant sources.

The Sugar Creek Lake Watershed contains legacy surface coal-mining sites, some of which operated into the mid-twentieth century. These abandoned, unreclaimed sites continue to contribute acid-mine drainage to the Sugar Creek Lake Watershed and have contributed to the impairment of Sugar Creek. Much of the abandoned legacy mine sites that are well documented are downstream of Sugar Creek Lake, this mining was ubiquitous and there is anecdotal evidence of smaller, unreclaimed sites within the lake watershed. Part of the development of this plan will be to work with landowners and the public to identify more of these sites.

4 Project Workplan Narrative – Scope of Work

This section provides the information required by Item 7a of form 780-2123.

4.1 Overall Goals – Sugar Creek Lake

The WBP to be developed under this grant will be the first of its kind for this watershed. The overall goals of the plan will be to:

1. Protect and improve the lake and its watershed to maintain the highest possible degree of water quality in the lake, which is the drinking water source for Moberly.
2. Identify and reduce sources of nonpoint source pollution to the lake.
3. Coordinate the efforts and activities of various entities committed to protecting and improving water quality in the lake.
4. Educate and empower stakeholders and the public to increase awareness, support, and commitment to protecting and improving water quality in the lake.

As noted in Section 2, Moberly has completed a SWPP to develop strategies and provide guidance to stakeholders for the protection of Sugar Creek Lake and its watershed to provide a sustainable, reliable, high-quality drinking water supply for the City and its customers. The plan aggregated data relevant to the water quality of the lake, including surface waters, physiographic setting and climate, soils and geology, land use and land cover, the lake's impairment status, water quality, and sediment quality. The SWPP recommended several objectives and strategies related to nonpoint source pollution. This plan will build upon that effort by completing the following tasks:

1. Perform detailed pollutant modeling of nutrient contributions from the watershed as well as from the lake itself. See Section 7 for more detailed explanation of hydraulic, hydrologic, and water quality modeling.
2. Gather additional monitoring data to calibrate the models to gain an accurate understanding of the sources of nonpoint source pollution, calculate the target levels, and key locations for practices that will achieve the greatest load reductions.
3. Calculate the load reductions needed to achieve water quality goals in the lake, primarily for total phosphorus, total nitrogen, total suspended solids and Chl-a. For Sugar Creek Lake, Missouri Lake Ecoregion Nutrient Screening Values will be used as targets for water quality goals. Once referent concentrations for each pollutant (total nitrogen, total phosphorus, and solids) are established, flow curves from modeling will help determine the annual mass reduction goals needed to achieve desired water quality for each water body.

4. Identify a suite of nonpoint source projects and practices that will achieve the load reductions, estimate the necessary resources and develop a conceptual schedule for implementation including milestones and a monitoring plan.
5. Establish specific, measurable, achievable, relevant, and time-bound metrics including but not limited to, monitoring that will be used to report on achievements and guide adjustments to the Plan.
6. Determine milestones that will be used to assess and communicate progress.
7. Create a robust community education and information campaign to raise awareness of the importance of reducing nonpoint source pollution.
8. Support the network of partners and stakeholders to help develop the Plan and participate in its implementation.
9. Estimate the necessary resources and develop a conceptual schedule for implementation including milestones and a monitoring plan.

4.2 Project Manager and Fiscal Manager

The following individuals are responsible for project and fiscal management.

- Rachel Hultz, Water Quality Coordinator (Public Utilities, City of Moberly):

Rachel will serve as the project manager, who will oversee all aspects of the project, including planning and deliverables. She will be the primary point of contact with the MDNR on technical, administrative, and financial questions; however, Moberly’s consultant, Barr Engineering (Barr), will assist with communications on technical aspects of the project.

Phone Number: 660-353-9745

Email (preferred): rachelh@cityofmoberly.com
- Dana Ulmer, Utilities Director (Public Utilities, City of Moberly):

Dana will provide general project oversight and direction.

4.3 Other Sponsoring Agencies

The City of Moberly is the only sponsoring agency.

4.4 Travel Expenses

It is presumed that meetings with MDNR will occur via video conference and that no travel to Jefferson City for meetings with MDNR related to this project will be required. Travel expenses may be incurred for field sampling by City technical personnel.

4.5 Committee Support

The Watershed Committee will support this project. Moberly will organize a steering meeting to occur at least quarterly. The steering committee will include City of Moberly staff, project sponsors, key stakeholders, and the City's environmental consultant, Barr.

4.6 Contractors/Consultants

The City of Moberly has contracted Barr to provide support during planning and implementation of the watershed plan.

The City of Moberly will contract with an analytical laboratory to perform water quality sample analysis throughout the water quality monitoring portions of the plan.

4.7 Partnership Support

Refer to Section 7 and Table 7-1 for project partnerships.

4.8 Water Quality Monitoring and Watershed Modeling

Development of the plan will rely on water quality modeling to determine pollutant loading both from the watershed and internally from the lake. Water and sediment sampling maybe used to both build and calibrate models.

Refer to Section 5 for more details.

4.9 Stakeholder and Public Involvement

Refer to Section 7 for details on stakeholder and public involvement.

4.10 Information and Outreach Efforts

Refer to Section 7 for details on information and outreach efforts.

4.11 Presentation of Draft and Final Watershed Plans

Refer to Section 7 for more details.

4.12 Related Projects or Grant Programs

Source Water Protection Program. This plan will build upon the objectives of the SWPP. However, that project is closed, and no further funding is available for the WBP.

NWQI. The NWQI is an Environmental Quality Incentives Program sponsored by the Natural Resources Conservation Service in Missouri. It is a focused approach to assist landowners in priority watersheds to apply selected conservation practices to reduce the flow of sediment, nutrients, and other runoff into impaired waterways. ([Environmental Quality Incentives Program - MO | Natural Resources Conservation Service \(usda.gov\)](#)). The Sugar Creek-East Fork Little Chariton River in Randolph County (HUC

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102802030204) is a NWQI priority watershed for FY23. No funding from the NWQI will contribute to the development of the Sugar Creek Lake WBP. However, coordination and sharing of information through the Randolph County Soil and Water Conservation District is anticipated.

Stream Teams. The Missouri Stream Team Program is a partnership between the MDNR, Department of Conservation, Conservation Federation of Missouri, and the citizens of Missouri. Stream Team Volunteer Water Quality Monitors are trained citizen scientists who monitor stream health in Missouri. Stream Team volunteers will play a role in supporting the development of the WBP.

4.13 Measuring and Evaluating Project Success

The City has identified two measures of project success.

Measure of Success #1: A completed WBP that is approved by MDNR and U.S. EPA. This measure will be evaluated by receiving approval of the plan-granting agencies with minimal comment or revision required.

Measure of Success #2: An established, engaged, high-functioning stakeholder group representing diverse interests that is ready to assist in implementation of the plan. This will be evaluated by a survey of the stakeholders at the end of the project to gauge the following factors:

- Overall satisfaction with the plan
- Overall satisfaction with the plan development process
- A shared vision for ongoing water quality improvement by reducing nonpoint source pollution
- Commitment to ongoing participation in implementation of the plan

5 Environmental Data Collection and Modeling Narrative

This section provides the information required by Item 7b of form 780-2123.

5.1 Scope of Work

The following scope of work follows U.S. EPA's nine-element plan approach focusing on in-lake measures to restore and protect water quality. The nine minimum elements include:

- Identify the causes and sources
- Estimate pollutant loading into the watershed and the expected load reductions
- Describe management measures that will achieve load reductions and targeted critical areas
- Estimate the amounts of technical and financial assistance and the relevant authorities needed to implement the plan
- Develop an information/education component
- Develop a project schedule
- Develop the interim, measurable milestones
- Identify indicators to measure progress and make adjustments
- Develop a monitoring component

The remaining subsections outline the tasks to address the nine-element plan approach.

5.2 Task 1: Establish water quality issues and goals for the reservoir.

The first step in developing a lake management plan for Sugar Creek Lake is to identify the primary issues and threats to the lake. Possible threats include excessive nutrient and sediment loading, aquatic invasive species (AIS), excessive anoxia, and others. We recognize that the lake is not currently exceeding water quality thresholds but may be trending that direction. Barr will work with City staff to identify a list of issues and potential threats to water quality in Sugar Creek Lake, including threats to recreational uses and water supply. We understand that state water quality standards are available and will be used for water quality goals.

5.3 Task 2: Reservoir characterization and data gaps

The next step is to describe current conditions in the Sugar Creek reservoir, including physical conditions (depth profile, area, volume etc.), water quality, and biological conditions. We will build on work already conducted for the Sugar Creek Lake SWPP to describe water quality conditions and better describe factors that may result in nuisance algae blooms. Some factors important to consider include:

- Hydrology and outlet structure
- Stratification and hypolimnetic water quality
- Seasonal water quality trends
- General groundwater conditions
- Phytoplankton community

In our preliminary review of available data, several potential data gaps were identified, including:

- Temperature and dissolved oxygen profiles in the reservoir
- Hypolimnetic water quality data
- Aquatic vegetation surveys

5.4 Task 3: Estimating Nutrient and Sediment Sources to the Reservoir

Once water quality goals are established for the reservoir, the next step is to estimate nutrient loads from the primary sources, including watershed loading; internal loading from sediment release; and other sources, including atmospheric deposition, groundwater, and septic systems if they exist in the watershed.

5.4.1 Task 3a: Watershed Nutrient Loading

As a part of the SWPP, watershed loading was estimated for phosphorus, nitrogen, and sediment using published land use loading rates. While these values are useful for comparison among potential sources, some water quality data for validation will improve loading estimates and in-reservoir water quality response models.

5.4.1.1 Watershed Model Development

Barr will develop a P8 model of the watershed to Sugar Creek Lake to simulate runoff, total suspended solids (TSS), total nitrogen (TN), and total phosphorus (TP) loading.

Hydrologic modeling assumptions will be developed using the following data sources:

- LiDAR data obtained from the Missouri Spatial Data Information Service dated January 2012
- 2019 NLCD dataset to define the percent impervious area and land cover types
- Soils data from the NRCS Soil Survey Geographic Database

Hourly rainfall data will be collected from nearby precipitation gauges to develop annual average runoff and pollutant loading over a 10-year period.

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Major water quality best management practices (BMPs), ponds, and wetlands within the watershed will be included in the model. Hydraulic inputs for these features will be determined using the following data sources:

- As-built plans provided by the City of Moberly
- City of Moberly's storm sewer database
- Topography data to approximate BMP live and dead storage volumes
- National Wetland Inventory (NWI) to estimate dead storage depths

Small development-scale BMPs will not be explicitly included in the model.

5.4.1.2 Watershed Data Collection

To calibrate the P8 model to site-specific TSS, TN, and TP runoff concentrations, we recommend conducting a season of water quality monitoring at two major inflows to the reservoir. Due to funding limitations to collect continuous flow data and composite storm samples, we recommend the City collect grab samples at up to three locations along tributaries to Sugar Creek Lake. Monitoring points will be selected by considering several factors, including size of subbasin, land use, erosivity, and accessibility. City staff will be collecting these samples.

5.4.1.3 Model Calibration and Validation

TP and TSS concentrations from the lake tributaries will be compared to the runoff concentrations of TP and TSS generated in the P8 model during typical rainfall events. Because only a few baseflow grab samples will be collected from the watershed, the model will also be calibrated to existing in-lake monitoring data. Task 3b involves the collection of sediment cores to understand the amount of internal TP loading that occurs within the lake itself. The difference between the total lake TP loading and the internal TP loading will provide an approximation of the TP contribution from the watershed. Using the grab samples and estimation of watershed loading, runoff inputs and particle assumptions will be adjusted to reflect the runoff volume and TP concentration from watershed runoff to the lake.

5.4.2 Task 3b: Internal Load Estimates.

To assess internal phosphorus loading to Sugar Creek Lake, sediment phosphorus (P) release and the duration of anoxia need to be quantified. Temperature and dissolved oxygen profiles are required to determine the extent and duration of anoxia in the reservoir in any given year. However, it is unclear if temperature and dissolved oxygen profiles were collected as a part of the reservoir monitoring program. After reviewing sediment data collected by the LMVP, we determined additional sediment data are needed to quantify potential sediment nutrient loading to the reservoir.

5.4.2.1 Sediment Chemistry and Phosphorus Release

Sediment cores will be collected from three lake stations prior to stratification (if possible) using a gravity coring device equipped with an acrylic core liner (6.5-cm ID and 50-cm length). To minimize core

disturbance, cores will be sectioned in the field with sediment sealed in glass jars. Cores collected for release rates will be dewatered to the sediment surface, and a core insert applied to each core to hold sediment in place during transport. All intact cores will be sealed with stoppers, placed in a carrier with ice, and covered with black plastic to prevent light exposure, all critical steps to ensuring accurate testing results. Additional lake water will be collected from the lake surface for use in diffusive P flux incubations and for alum titrations. Cores from each lake will be transported to the laboratory as soon as possible for analysis.

Lake stations will be precisely located using global positioning system (GPS) technology and depth will be recorded at each collection site. A dissolved oxygen, temperature, pH, and conductivity profile will be recorded at the time of sampling to determine if the lake is stratified.

At all the sites, vertical variations in sediment P fractions susceptible to recycling (loosely bound, iron-bound, and labile organic P) will be examined to determine factors driving sediment P loading. For three of the sites, three replicate cores will be incubated in the laboratory to measure sediment P flux under anaerobic (anoxic) conditions. The oxidation-reduction environment in the overlying water will be controlled by gently bubbling nitrogen (anaerobic) or air (aerobic) through a fine pore size air stone placed just above the sediment surface in each system. Water samples for soluble reactive phosphorus and total will be analyzed every few days to determine P flux.

5.4.2.2 Task 3c: Septic system loading

Septic system phosphorus loading will be estimated using geographical information system (GIS) estimates of the number of systems in the watershed and literature values for P delivery. County records will be used to estimate the number of older or failing systems as well as new systems installed.

5.5 Task 4: Develop BATHUB model

To determine the response of Sugar Creek Lake to changes in nutrient loading, a BATHUB model will be developed for the reservoir. The model will focus on modeling in-lake TP concentrations but will be used to estimate Chl-a and nitrogen response as well. The model will be validated using the previous 10 years of in-reservoir data.

5.6 Task 5: Monitoring Recommendations

Based on the results of the data analysis and modeling, we will develop monitoring recommendations for Sugar Creek Lake and watershed. Recommendations will include general monitoring to assess water quality conditions, monitoring improvement from BMP installation, and other potential goals. All the monitoring recommendations will focus on goals for the reservoir, including water supply, recreation, and ecological conditions.

5.7 Task 6: Reporting

We will develop a report outlining the results of the modeling, BMP selection and costs estimates.

DRAFT

6 Planning Deliverables Worksheet

This section provides the information required by Item 7c of form 780-2123. Table 6-1 mirrors the table from the form.

Table 6-1 Planning Deliverables Worksheet

Commented [LPC1]: In progress - the City plans to align deliverable dates and include budget line.

Deliverables Associated with Watershed Planning Activities	Responsible Party	Detailed Budget Line #	Deliverable Units	Expected Deliverable Units to be Completed ¹
Monitoring Work Plan/Sampling Quality Assurance Project Plan (QAPP)	City of Moberly		1	Y1Q2
Watershed/Water Quality Modeling QAPP	City of Moberly		1	Y1Q3
Water Quality Monitoring Laboratory Reports	City of Moberly		1	Y3Q1
H&H Model:	City of Moberly		1	Y1Q4
<ul style="list-style-type: none"> Agendas and notes from virtual coordination meetings 	City of Moberly		1	As required
<ul style="list-style-type: none"> Presentation of preliminary model results 	City of Moberly		1	Y1Q4
<ul style="list-style-type: none"> GIS files/PCSWMM model files 	City of Moberly		1	Y1Q4
<ul style="list-style-type: none"> Technical memorandum 	City of Moberly		1	Y1Q4
Water Quality Model:	City of Moberly		1	Y2Q1
<ul style="list-style-type: none"> Agendas and notes from virtual coordination meetings 	City of Moberly		1	As required
<ul style="list-style-type: none"> GIS files/P8/BATHTUB model files 	City of Moberly		1	Y2Q1
<ul style="list-style-type: none"> Technical memorandum 	City of Moberly		1	Y2Q1
Sugar Creek Lake Watershed Plan DRAFT	City of Moberly		1	Y3Q2
Sugar Creek Lake Watershed Plan FINAL	City of Moberly		1	Y3Q4

Notes:

- The expected delivery dates shown are in years (Y) and quarters (Q). For example, Y1Q3 means that the deliverable will be provided within the third quarter of the first year of the project period.

7 Information and Outreach Narrative

This section provides the information required by Item 8a of form 780-2123.

Moberly is planning information and outreach activities that will educate stakeholders on the development of the Sugar Creek Lake WBP.

Moberly understands that the successful long-term implementation of the WBP requires knowledgeable, committed stakeholders who have an interest in accomplishing the goals of the plan. An informed and supportive general public is also key to future success. Moberly has considered the following groups in developing its information and outreach strategy:

- **Partners.** These are entities that will contribute in-kind match to the grant through their participation in the planning process. This can include field work, information gathering, document review, and planning meetings.
- **Watershed Committee.** The Watershed Committee will be a focused group of ten to twelve individuals who can meet on a regular basis to help the Project Manager with the overall planning and development. Moberly envisions that the Watershed Committee would meet roughly on a quarterly basis.
- **Stakeholders.** Stakeholders will be those entities with expertise and interest in the WBP whose input will be sought at key points in the planning process. For example, stakeholder input would be important for reviewing modeling and sampling plans, assessing modeling results, and reviewing and commenting on the detailed public information and outreach plan. Moberly has a list of about fifty stakeholders who have expressed an interest in being involved in future water quality issues.

Based on these groups, Moberly has identified organizations and individuals as key participants as part of its Plan development. Table 7-1 lists project partners and Table 7-2 lists watershed committee members.

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Table 7-1 Partners

Partners	Contact Name, if applicable	Contact Phone Number and/or Email Address	Role and/or Responsibility
Moberly City Council	Tim Brubaker, Mayor	660-269-8705	The City Council will play an important role in providing resources and direction for the project.
Moberly Public Utilities – Water Services	Dana Ulmer, Public Utilities Director	660-269-8705	Moberly water services staff will play a key role developing the plan to reduce nutrients in Sugar Creek Lake, which is City's drinking water source.
Moberly Public Works Dept	Tom Sanders, Public Works Director	660-269-5705	The Public Works staff will play an important role in the design and implementation of infrastructure to address nonpoint source pollution.
University Extension Master Gardener Program	Gaylene Meyers	660-651-0405	BMP conceptual design assistance (plants)
Stream Team	Luke Kirkendoll, Moberly High School biology teacher Kim Dickerson, Stream Team Coordinator	660-676-1636 573-864-8014	Water quality monitoring

Table 7-2 Sugar Creek Lake Watershed Committee

The Sugar Creek Lake Watershed Committee will play an active role in determining the direction and content of the plan.

Partners	Contact Name, if applicable	Contact Phone Number and/or Email Address	Role and/or Responsibility
Missouri Department of Conservation	Sam Kosark: Community and Private Lands Forester	660-263-1160 ext 3105	MDC has completed Watershed and Inventory Assessments on the Chariton River Watershed (includes the Sugar Creek Lake Watershed).

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Partners	Contact Name, if applicable	Contact Phone Number and/or Email Address	Role and/or Responsibility
Moberly Community Betterment (Chamber of Commerce)	Michelle Greenweld, Moberly Community Betterment (Chamber of Commerce):	660-263-6070	Stakeholder/Advisor representing business
Randolph County Soil and Water Conservation District	John Kirchhoff	660-263-5702	Stakeholder with federal agricultural resources
Stream Teams	Kim Dickerson, Stream Team Coordinator	660-676-1636 573-864-8014	Stream Team Stakeholder
University Extension 4-H	Lyann Ritter	660-385-2173	Natural resource expertise
University Extension of Randolph County	Randolph County Main Office:	660-269-9656	Natural resource expertise
USDA Natural Resource Conservation Service	Clinton L Roby	(660) 263-1169	The NRCS has many programs for agricultural landowners to assist in reducing nonpoint source pollution.
Mark Twain Regional Council	Cindy Hultz	573-565-2203	Stakeholder with regional perspective
Lakes of Missouri Volunteer Program	Tony Thorpe, LMVP coordinator	800-895-2260, tony@lmvp.org	LMVP has been a partner in monitoring Sugar Creek Lake
Missouri DNR Soil and Water Conservation Program	Jim Plassmeyer	573-751-4932	Cost-share practices funding from the department play a key role in reducing sediment and nutrient pollution.
Missouri DNR Water Protection Program	NPS staff	573-751-1300	Program input will be important for many aspects of planning, including establishing water quality goals for the watershed.
Missouri Land Reclamation Program	Larry Lehman	573-751-4041	The program will be consulted on addressing nonpoint source pollution from abandoned mine lands.
Private landowners	Tom Hall	THall@ORSCHLN.com	Private landowners are important to planning and implementation of efforts to reduce nonpoint source pollution. Identifying landowners who will participate in planning as a stakeholder will be one of the tasks of the planning process.

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Moberly will develop a strategy, with help from these partners, for education and outreach. There will be regular stakeholder engagement meetings (at least quarterly) throughout the development of the watershed plan. During these sessions, Moberly will solicit input on how to carry out the dissemination of information and outreach to the various stakeholder groups and the general public.

Once goals have been established, Moberly and its partners will encourage participation from governmental departments; private businesses, such as developers and contractors; citizens of Moberly and the surrounding communities within the watershed; neighboring farmers; and the general public in educational training sessions, information meetings, and workshops for watershed improvement project planning. Ultimately, information and outreach will lead to improved stormwater pollution control practices and changes to other activities that impact the watershed.

Several activities should be considered when developing information and outreach plans. These include, but are not limited to:

- **Social media, news outlets, and radio announcements:** Moberly will use social media and city or local news source websites, and local radio stations to inform stakeholders and the general public about stormwater pollution and its impacts on water quality, aquatic life, and wildlife habitat. These public service announcements will include references to additional resources that stakeholders can review for more information. Internet and social media outlets will include:
 - Moberly Facebook page
 - Moberly City website – Stormwater page and Water Services page
 - Randolph County Soil and Water Conservation District website
 - Centralmoinfo.com
- **Educational opportunities:**
 - Moberly City Council – The team will make three presentations to the Moberly City Council to provide basic information on nonpoint source pollution and watershed-based planning, and report on progress in developing the WBP.
 - Public events – The Moberly area hosts several annual events for which an informational booth will be an effective point of contact and information about nonpoint source reduction. These include:
 - Master Gardener Plant Sale (May)
 - Junk Junction (September)
 - Engage local schools and participate in guest lectures on the importance of environmental pollution control. Up to 2 per year, (5-6 total)
 - Moberly will host informational session(s) with developers, contractors, and others involved in property development and management to inform them of proper erosion

control and the use of best management practices to prevent runoff of polluted stormwater. Up to three over the grant period.

- Furthermore, there may be opportunities to host presentations for the general public that will provide an overview of watershed, the fate and transport of pollutants in stormwater and other surface water discharges, the impacts of pollution, and practical measures that everyone can take to reduce their footprint (such as using less lawn fertilizer and cleaning up yard clippings).
- **Farmer-specific information sessions and outreach:** There is a significant amount of farmland within the Sugar Creek Lake watershed. Moberly plans to invite an expert(s), such as a representative from the University of Missouri Extension or the Soil and Water Conservation District, to one outreach session during the project period to provide information and resources to farmers. Information may include the benefits of riparian buffers; proper use of pesticides, insecticides, herbicides, and fertilizers; no-till practices; and other land management practices that will reduce pollutant runoff and soil erosion. Moberly can also distribute agricultural information related to pollution control at public events.
- **Watershed/Stream cleanup events:** Moberly can host watershed and stream cleanup events within the Sugar Creek Lake/Sugar Creek watershed. During the events, Moberly can educate the volunteers on anthropogenic impacts on watershed and water quality. This will also expose the volunteers to the natural spaces that Moberly is trying to protect with this plan so that they can share the desire for implementing sustainable practices that will further protect the watershed. Moberly estimates the use of approximately 100 hours of volunteer service per year in the Sugar Creek Lake watershed and approximately 8 hours per year for one city staff member to plan and organize an event. It should be noted that many of the existing cleanup efforts have been focused on easily accessible areas of the watershed, such as along roadways. The cleanups events planned as part of this grant proposal will be similar in scope.
- **Distribution of Draft and Final Plan:** After the draft WBP plan has been developed, including information and outreach goals and objectives, Moberly will present drafts to the Sugar Creek Lake Watershed Committee for review and comment. Once this group has reviewed, staff will provide the plan to the City Council and offer a presentation at public meeting of the Council. There may be other information materials, such as brochures and information from other stakeholders or agencies, made available for attendees to take and review. The broader stakeholder group and the general public will have the opportunity to review the plan as well. The Moberly city website will be used to announce the availability of the plan for review.

Information and outreach goals and objectives may be revised based on feedback received during the town hall meeting(s). This will only improve the approach Moberly will take to engage stakeholders and the general public.

8 Project Specific Information and Outreach Deliverables Worksheet

This section provides the information required by Item 8b of form 780-2123. Table 8-1 mirrors the table in the form.

DRAFT

Table 8-1 Information and Outreach Deliverables

Information and Outreach Deliverables	Responsible Party	Federal Award Cost \$	Detailed Budget Line #	# of Units to be Completed	Deliverable Units
Radio Spots	City of Moberly			4	4
Website updates	City of Moberly			12	12
Facebook updates	City of Moberly			12	12
Postings to Centralmoinfo.com	City of Moberly			4	4
Booths at Community Events (one booth may provide farm-oriented information)	City of Moberly			4	4
Presentations at City Council	City of Moberly			4	4
Presentations to Business and Farm Interests (likely 3 business-oriented events and 1 farm-oriented event)	City of Moberly			4	4
Email updates to stakeholders	City of Moberly			12	12
General public meetings	City of Moberly			1	1
Brochures	City of Moberly			1	
Newspaper Articles	City of Moberly			3	3

9 Schedule of Milestones

This section provides the information required by Item 10 of form 780-2123. Table 9-1 mirrors the table in the form.

DRAFT

Table 9-1 Schedule of Milestones

Commented [LPC2]: In progress - the City plans to re-review this once the budget is finalized.

Goal	Description of Objectives/Tasks	Mark the Year (Y) and Quarter (Q) the Task is to be Completed with an "x"											
1	Required Reporting	Y1 Q1	Y1 Q2	Y1 Q3	Y1 Q4	Y2 Q1	Y2 Q2	Y2 Q3	Y2 Q4	Y3 Q1	Y3 Q2	Y3 Q3	Y3 Q4
	Quarterly progress reports	x	x	x	x	x	x	x	x	x	x	x	x
	Quarterly invoices	x	x	x	x	x	x	x	x	x	x	x	x
	Annual progress report and MBE/WBE form (due by October 15)				x				x				x
	Annual single audit documentation				x				x				x
	Annual FFATA submission					x				x			
	Final project report (draft due 30 days prior to project end date)												x
2	Project Management	Y1 Q1	Y1 Q2	Y1 Q3	Y1 Q4	Y2 Q1	Y2 Q2	Y2 Q3	Y2 Q4	Y3 Q1	Y3 Q2	Y3 Q3	Y3 Q4
	Grant orientation activities with MDNR	x											
	Annual project meeting with MDNR				x				x				x
	Quarterly internal status meetings	x	x	x	x	x	x	x	x	x	x	x	x
3	Watershed Based Plan Development	Y1 Q1	Y1 Q2	Y1 Q3	Y1 Q4	Y2 Q1	Y2 Q2	Y2 Q3	Y2 Q4	Y3 Q1	Y3 Q2	Y3 Q3	Y3 Q4
	Sugar Creek Lake Watershed Committee meetings			x	x	x	x	x	x	x	x	x	x
	Public/ broader stakeholder meetings						x					x	
	Completion of plan elements:												x

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Goal	Description of Objectives/Tasks	Mark the Year (Y) and Quarter (Q) the Task is to be Completed with an "x"											
	Elements A, B, C									x		x	
	Elements D, E									x		x	
	Elements F, G									x		x	
	Elements H, I									x		x	
	Submit first draft of WBP to MDNR for review (at least 10 months before project end date)									x		x	
	Submit second draft of WBP to MoDNR for review (at least six months before project end date)										x		
	Submit final draft of WBP to MDNR (at least three months before project end date)											x	
	Distribute finalized WBP												x
4	Information and Outreach Activities	Y1 Q1	Y1 Q2	Y1 Q3	Y1 Q4	Y2 Q1	Y2 Q2	Y2 Q3	Y2 Q4	Y3 Q1	Y3 Q2	Y3 Q3	Y3 Q4
	Brochures/ one static display/publications/website/social media		x	x	x	x	x	x	x	x	x	x	x
	Business/service org/education/council mtg presentations			x		x		x		x		x	
	Centralmoinfo.com (social media and radio)				x			x			x		x
	Public events (2 booth events per year. Junk Junction (Sept) and Master Gardeners Plant Sale (May). Need to review this before finalizing.	x		x		x		x		x		x	
5	Monitoring and Modeling Activities	Y1 Q1	Y1 Q2	Y1 Q3	Y1 Q4	Y2 Q1	Y2 Q2	Y2 Q3	Y2 Q4	Y3 Q1	Y3 Q2	Y3 Q3	Y3 Q4

Goal	Description of Objectives/Tasks	Mark the Year (Y) and Quarter (Q) the Task is to be Completed with an "x"											
	Monitoring work plan/sampling QAPP		x										
	Watershed/water quality modeling QAPP		x										
	Establish water quality issues and goals		x										
	Coordination meetings		x			x			x				
	Water quality monitoring	x	x	x	x	x	x	x	x	x	x	x	x
	Watershed H&H model:						x						
	Develop P8 model					x	x	x	x				
	Calibrate with water quality monitoring data					x	x	x	x				
	Lake water quality model:					x	x	x	x				
	Nutrient and sediment internal load estimates					x	x	x	x				
	Develop BATHTUB model					x	x	x	x				
	Future monitoring recommendations									x			
	Reporting									x			

10 Sponsoring Agency – Personnel Roster Worksheets

This section provides the information required by Item 10b of form 780-2123. Table 10-1 mirrors the table in the form. (To be completed as part of final budget)

Table 10-1 Sponsoring Agency – Personnel Roster Worksheet

Commented [LPC3]: In progress - the City is still finalizing the roster for implementation.

Employee Title	Number of Hours	Hourly Wage	Total Salary Costs	Hourly Fringe Rate	Total Fringe Cost	Administrative Duties (Yes or No)	Role/Description of Tasks and Responsibilities
Rachel Hultz						No	Project Manager
Dana Ulmer						Yes	General oversight and admin
Tom Sanders						Yes	Technical support
Emily Lute						No	Technical support
Steve Wilson						No	Technical support
Les Untiedt						No	Lake monitoring
Matt Everts						No	Lake monitoring/lab
Staff 1						No	Field sampling/watershed
Staff 2						No	Field sampling/watershed

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Employee Title	Number of Hours	Hourly Wage	Total Salary Costs	Hourly Fringe Rate	Total Fringe Cost	Administrative Duties (Yes or No)	Role/Description of Tasks and Responsibilities

DRAFT

11 References

1. **U.S. Census Bureau.** Moberly city, Missouri. *QuickFacts*. [Online] U.S. Census Bureau, April 1, 2020. [Cited: May 11, 2023.] <https://www.census.gov/quickfacts/moberlycitymissouri>.
2. **U.S. Environmental Protection Agency.** EJScreen: Environmental Justice Screening and Mapping Tool. EPA. [Online] U.S. EPA, January 30, 2023. <https://www.epa.gov/ejscreen>.
3. **Water Protection Program.** *Missouri Integrated Water Quality Report and Section 303(d) List, 2020; Clean Water Act Section 303(d), 305(b), and 314*. Jefferson City: Missouri Department of Natural Resources, 2020.
4. **Natural Resources Conservation Service.** National Water Quality Initiative. *Programs & Initiatives*. [Online] U.S. Department of Agriculture, 2023. [Cited: May 30, 2023.] <https://www.nrcs.usda.gov/programs-initiatives/national-water-quality-initiative>.
5. **Missouri Department of Conservation.** Missouri's Northern Plains. *Missouri Conservationist Magazine*. October 2005.
6. **Decker, Wayne L.** Climate of Missouri. s.l.: University of Missouri, Missouri Climate Center.
7. **National Oceanic and Atmospheric Administration.** Data Tools: 1981-2010 Normals. [Online] [Cited: May 3, 2019.] <https://www.ncdc.noaa.gov/cdo-web/datatools/normals>.
8. **U.S. Climate Data.** Climate Moberly - Missouri and Weather averages Moberly. *Temperature - Precipitation - Sunshine - Snowfall*. [Online] 2019. [Cited: May 3, 2019.] <https://www.usclimatedata.com/climate/moberly/missouri/united-states/usmo0595>.
9. **Midwestern Regional Climate Center.** Precipitation Summary for Station USC00235671 - Moberly, MO. *Midwest Climate: Climate Summaries*. [Online] 2019. [Cited: May 16, 2019.] https://mrcc.illinois.edu/mw_climate/climateSummaries/climSummOut_pcpn.jsp?stnId=USC00235671.
10. **Gentile, Richard and Thompson, Thomas.** Paleozoic Succession in Missouri Part 5: Pennsylvanian Subsystem. *Report of Investigations No. 70*. s.l.: Missouri Department of Natural Resources; Missouri Geological Survey, 2004.
11. **U.S. Environmental Protection Agency.** *Onsite Wastewater Treatment Systems Manual*. February 2002. EPA/625/R-00/008.

Create Flysheets after verifying figures and attachments

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: Administration
Date: August 7, 2023

Agenda Item: An Ordinance Repealing Section 2-3 Of The City Code And Adopting A New Section 2-3 Pertaining To The City Flag.

Summary: In 2022, a citizen presented the City with the idea of replacing the City's flag with a more appropriate flag. The City asked Moberly Community Betterment to hold a contest for a new flag. After the contest concluded, Moberly Community Betterment scored and ranked the flags for presentation to the City Council. Included in the packet is the flag requested for a new City flag approved by Moberly Community Betterment including the other entries

Recommended

Action: Approve this ordinance.

Fund Name:

Account Number:

Available Budget \$:

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input checked="" 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: _____

ORDINANCE NO: _____

AN ORDINANCE REPEALING SECTION 2-3 OF THE CITY CODE AND ADOPTING A NEW SECTION 2-3 PERTAINING TO THE CITY FLAG.

WHEREAS, Moberly Community Betterment (“MCB”) was asked by the City to hold a contest for a new City flag; and

WHEREAS, many flag designs were submitted for consideration which were scored and ranked by MCB with the following flag design selected for use; and



WHEREAS, City staff recommends that the pictured flag be approved by the City Council and that Sec. 2-3 of the City Code be repealed and adopted to so provide.

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

SECTION ONE: Section 2-3.-City Flag is hereby repealed.

SECTION TWO: Chapter 2, Article I, Section 2-3 is hereby adopted to read as follows:

Sec. 2-3.- City Flag.

- (a) An official flag is adopted for the City. The design of the flag is as shown on the ordinance from which this section is derived.
- (b) The stylized M ties to Moberly and nods at our state, Missouri. The shape M is a series of line intersections, just like Moberly’s major corridors Highway 24 & 63 that facilitate easy access to our community. The M is widened to represent our future growth and continued progress. Interpretive rail tracks are included to remind us of the importance rail has played in the development of our City. The section of track leads us to progress while connecting our past to our future.
- (c) The design of the flag represents the following:
 - (1) The five stars represent Moberly’s historic connection to General Omar Bradley but also to a goal of being ranked the best.
 - (2) The color blue represents our City’s historic use of blue in their branding efforts as well as trust, loyalty, and stability.

- (3) The color yellow represents Moberly’s agricultural background as well as Moberly’s optimistic outlook on our future.
- (4) The color white represents unity and goodness. It is used to balance the design but also to represent Moberly’s goal of uniting together to support Moberly first.

SECTION THREE: 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 7th day of August, 2023.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

Moberly Community Betterment is recommending this drawing as the new City of Moberly Flag.

#5.

April 25, 2023

Design Description: The stylized M ties to Moberly and nods at our state, Missouri. The shape M is a series of line intersections, just like Moberly's major corridors highway 24 & 63 that facilitate easy access to our community. The M is widened to represent our future growth and continued progress.

The interpretive rail tracks are included to remind us of the importance rail has played in the development of our city. The section of track included in this design is leading us to progress while connecting our past to our future.

The Five Stars are included to highlight Moberly's historic connection to General Omar Bradley but also to a goal of being ranked the best.

The color blue represents our city's historic use of blue in their branding efforts as well as trust, loyalty, and stability. The attributes we strive to uphold as a city. The color yellow represents Moberly's agricultural background as well as Moberly's optimistic outlook on our future.

The color white represents unity and goodness. It is used to balance the design but also to represent Moberly's goal of uniting together to support Moberly first.

To be noted, this Flag was designed to be readable from both the front and back.



City of Moberly

City Council Agenda Summary

Agenda Number: _____

#6.

Department: Public Works

Date: August 7, 2023

Agenda Item: An Ordinance Authorizing The City Manager To Execute A Missouri Highways And Transportation Commission Governor's Transportation Cost Share Agreement.

Summary: Attached is the agreement with Missouri Highway and Transportation Commission Governor's Cost Share Agreement.

Recommended

Action: Approve this 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 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:_____

ORDINANCE NO: _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION GOVERNOR’S TRANSPORTATION COST SHARE AGREEMENT.

WHEREAS, on February 6, 2023, this Council adopted Resolution R1394 accepting an award from the Governor’s Transportation Cost Share Program for funding of Moberly Industrial Park Street Extensions of McKeown Street west to the future intersection with Robertson Road and Fowler Road west to Buchanan Street; and

WHEREAS, the State has forwarded its cost share agreement (Project # SNS007) to provide funding of approximately fifty percent of the construction budget or approximately \$550,000.00; and

WHEREAS, attached hereto is a certain Missouri Highway and Transportation Commission Governor’s Transportation Cost Share Agreement for approval by the City Council and ratification of signatures already contained thereon.

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

SECTION ONE: That the City hereby accepts and approves the Missouri Highways and Transportation Commission Governor’s Transportation Cost Share Agreement (the “Agreement”) attached hereto.

SECTION TWO: That the signature of City Manager, Brian Crane, thereon is hereby ratified on behalf of the City of Moberly and he is further authorized to take such other and further action as may be required to effectuate the purpose of this Ordinance.

SECTION THREE: This Ordinance shall be in full force and effect upon passage by the City Council.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 7th day of August, 2023.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

CCO Form: FS35G
Approved: 1/20 (MWH)
Revised: 3/23 (RSV)
Modified:

Entity: City of Moberly
Project Number/Name: SNS0007
MoDOT Project Number:
eAgreement #: 2023-03-78069

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
GOVERNOR'S TRANSPORTATION COST SHARE AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and **City of Moberly** (hereinafter, "Entity").

WITNESSETH:

WHEREAS, pursuant to Section 4.445 of Truly Agreed to and Finally Passed House Bill 3004 from the 2022 legislative session (**TAFP HB 3004 2022**), the Missouri General Assembly (**GA**) has appropriated seventy-five million dollars (\$75,000,000) in general revenue funds to the Commission to be expended for road and bridge projects under the *Governor's Transportation Cost Share Program* (**Program**); and

WHEREAS, the Entity applied to the Commission for participation in the Program;
and

WHEREAS, on January 4, 2023, the Commission approved the Entity's application to the Program for a proposed road and bridge improvement project (**Project**) off the State Highway System subject to the terms and conditions of this Agreement; and

WHEREAS, the Commission will administer these Program funds to the Entity with the understanding that such funds will be used for the purpose of funding the Entity's proposed Project, as further described within TAFP HB 3004 2022 and within this Agreement.

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

(1) PROGRAM PURPOSE AND AMOUNT OF PROGRAM:

(A) The Program purpose is to provide financial assistance to public and private entities for public road and bridge projects satisfying a transportation need, provided that these funds shall not supplant, and shall only supplement, the current planned allocation of road and bridge expenditures under the most recently adopted State Transportation and Improvement Plan (**STIP**), including all amendments thereto, as of the date of passage of TAFP HB 3004 2022 by the GA.

(B) The total amount of this Program, as provided within Section 4.445

of TAFP HB 3004 2022, is Seventy-Five Million dollars (\$75,000,000). These Program funds are subject to appropriations made by the GA and gubernatorial release of such funds appropriated to the Commission. The Commission will administer funds from the Program in an amount not to exceed Seventy-Five Million dollars (\$75,000,000), however in the event state funds appropriated within Section 4.445 of TAFP HB 3004 2022 are reduced so that the Commission is incapable of completely satisfying its obligations to the Entity, the Commission may recompute and reduce this Program and the amount of this Agreement.

(C) The designation of this Program does not create a lump sum quantity contract, but rather only represents the amount of funding available for reimbursement of eligible Program expenses. In no event will the Commission reimburse the Entity 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 eligible Program expenses.

(D) These Program funds are for construction contract costs only. All other non-construction costs, including but not limited to preliminary engineering, environmental services, right-of-way services and acquisitions, utilities, construction inspection, etc. are ineligible for funds from Section 4.445 of TAFP HB 3004 2022. The Entity shall be solely responsible for all ineligible costs.

(2) PROGRAM TIME PERIOD: This Agreement provides Program funding for expenditures during State Fiscal Year (SFY) 2023 (July 1, 2022 - June 30, 2023). In the event the funds are re-appropriated by the GA into another SFY, the Program time period will automatically be adjusted to reflect the new SFY.

(3) REQUEST FOR RE-APPROPRIATION OF FUNDS AND EXTENSION OF TIME FOR COMPLETION OF PROJECT: It is anticipated the Seventy-Five Million dollars (\$75,000,000) provided within Section 4.445 of TAFP HB 3004 2022 will not be fully expended by June 30, 2023, the end of SFY 2023. Therefore, the Commission will request for the re-appropriation of Program funds and extension of time for completion of the Project. If the re-appropriation is not approved by the GA, the Entity has the discretion to complete the construction of the Project at the Entity's expense and at no cost or expense whatsoever to the Commission.

(4) PURPOSE: The purpose of this Agreement is to coordinate participation by the Commission in the cost of the Entity's proposed Project in accordance with Section 4.445 of TAFP HB 3004 2022.

(5) LOCATION AND JOB NUMBER: The proposed Project that is the subject of this Agreement is identified as MoDOT job number SNS0007. The Project is contemplated at the following location:

The project will extend McKeown Parkway and end with a T-Intersection at the future northern terminus of Robertson Road. The project will also extend Fowler Road to

Buchanan Street to provide direct access for Everlast Manufacturing to the city's intermodal rail spur located along Fowler Road, providing a secondary point of egress for the Biodiesel/Crush facility currently on the current dead-end of Fowler.

The general location of the Project is shown on the attachment marked as “**Exhibit A**” and is incorporated herein by reference.

(6) SCOPE OF WORK: The Entity shall undertake and complete the proposed Project described in the Entity's Scope of Work Statement, which is attached and marked as “**Exhibit B**” and is incorporated herein by reference. The Project will be defined by the Entity's Scope of Work Statement. Any proposed changes to the Entity's Scope of Work, during design or construction of the Project, must be submitted in writing for Commission review and approval before the changes will be considered eligible for participation in the Program.

(7) 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 representatives of the Entity and the Commission.

(8) COMMISSION REPRESENTATIVE: The Commission's Northeast District 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.

(9) ENTITY REPRESENTATIVE: The Entity's Moberly City Manager is designated as the Entity's representative for the purpose of administering the provisions of this Agreement. The Entity's representative may designate by written notice other persons having the authority to act on behalf of the Entity in furtherance of the performance of this Agreement.

(10) PROJECT RESPONSIBILITIES: With regard to Project responsibilities under this agreement, the parties agree as follows:

(A) The Entity shall be responsible for design of the Project and shall prepare detailed right-of way and construction plans and specifications. The Entity shall provide the Commission with final construction Plans, Specifications and Estimate (PS&E) prior to bidding the Project.

(B) The Entity shall acquire right-of-way as needed for the Project in accordance with Commission requirements for Local Public Agency projects.

(C) The Entity shall be responsible for letting the road and bridge

improvement Project, which includes advertising the Project for bids and awarding the construction contract. The Entity shall award the contract to the lowest, responsive, responsible bidder. The Commission will review all contractors' bids and concur with the selection of the apparent successful low bidder prior to the Entity awarding the construction contract.

(D) The Entity shall be responsible for construction of the Project which includes administration of the construction contract.

(E) The Entity shall be responsible for inspection of the Project work and is subject to the Commission's oversight, approval, and acceptance.

(11) FINANCIAL RESPONSIBILITIES: With regard to work under this Agreement, the Entity agrees as follows:

(A) The Program funds are only eligible to be used for construction contract costs on the Entity's proposed Project in accordance with Section 4.445 of TAFP HB 3004 2022. All other Project costs are ineligible for Program funds and shall be the responsibility of the Entity. The estimated construction contract cost for the Entity's proposed Project is one million one hundred eleven thousand one hundred twenty dollars (\$1,111,120).

(B) The Commission will reimburse fifty percent (50%) of the construction contract costs not to exceed five hundred fifty-five thousand five hundred sixty dollars (\$555,560).

(C) The Entity shall be one hundred percent (100%) responsible for the balance of the construction contract costs in excess of one million one hundred eleven thousand one hundred twenty dollars (\$1,111,120).

(D) The Commission and Entity will share any construction contract cost savings based on pro rata share between the parties.

(E) The estimated Construction Contract Cost, Project Responsibilities and Financial Responsibilities are shown in "**Exhibit C**", which is attached hereto and incorporated herein by reference.

(12) REIMBURSEMENT FOR ELIGIBLE EXPENSES: The Commission will reimburse the Entity as discussed in section (11) for Project expenses based on eligible construction contract costs.

(A) The Entity may request reimbursement for eligible costs incurred at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be submitted to the Missouri Department of Transportation (**MoDOT**) monthly and shall be supported with invoices and documentation that its providers were

paid in full for the work performed.

(B) It is understood and agreed by and between the parties that the Commission shall make no reimbursement payment which could cause the aggregate of all payments under this Agreement to exceed five hundred fifty-five thousand five hundred sixty (\$555,560) as approved by the Commission.

(C) The request for reimbursement must include a construction progress summary that includes an estimated percent complete, list of major items of work completed during the pay period and status of schedule.

(D) Within ninety (90) days of final inspection of the Project funded under this Program, the Entity shall provide to the Commission a final payment request and all financial performance and other reports as required by this Agreement.

(E) If the Commission determines that the Entity was overpaid, the Entity shall remit the amount of overpayment to the Commission.

(F) The Entity must submit reimbursement requests by May 31st of the Program Time Period to ensure reimbursement by the end of the SFY.

(13) EXPENDITURE OF PROGRAM FUNDS: All funds not expended by the Entity at the end of the Program Time Period within this Agreement may be redistributed to another applicant at the discretion of the Commission.

(14) WITHDRAWAL OF PROGRAM OFFER: The Commission reserves the right to amend or withdraw this Program offer at any time prior to acceptance by the Entity.

(15) MAINTENANCE:

Upon completion of construction of this Project, the Entity shall relinquish control of the improved McKeown Parkway and Fowler Road to the Local Public Agency that will own and maintain the public road and bridge improvements at no cost and expense whatsoever to the Commission. All obligations of the Commission under this Agreement shall cease upon completion of the Project.

(16) ACQUISITION OF RIGHT OF WAY: No acquisition of additional right of way is anticipated in connection with the Project or contemplated by this Agreement.

(17) DESIGN AND CONSTRUCTION SPECIFICATIONS: The Entity agrees that all design and construction work for the proposed Project will be in accordance with policies, procedures, design criteria, design standards, and construction specifications adopted by the Entity for Entity's streets. In absence of such Entity adopted requirements, the Entity shall use Commission requirements for Local Public Agency projects. Any work on the State Highway System shall be in accordance with current Commission policies,

procedures, design criteria, and the Missouri Standard Specifications for Highway Construction.

(18) PERMITS: The Entity shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the Project.

(19) TRAFFIC CONTROL: The plans shall provide for temporary and permanent traffic control using signs, signals, and markings in accordance with the Manual of Uniform Traffic Control Devices (**MUTCD**).

(20) SOLICITATION FOR BIDS AND CONTRACT AWARD: The Entity shall solicit bids for the Project in accordance with plans developed by the Entity. The Entity shall review all contractor bids received and award the contract to the lowest, responsive, responsible bidder. Prior to awarding the contract, the Entity shall submit the bids to the Commission for review and concurrence. The Entity shall not make any award for the Project without prior written consent of the Commission.

(21) NOTICE TO PROCEED: After award of the construction contract, the Entity shall provide the Commission with copies of the executed construction contract between the Entity and the contractor, the performance and payment bonds, and any other documentation as required by this Agreement. Upon receipt of all necessary documents, the Commission will authorize the Entity to issue a notice to proceed with construction.

(22) CONSTRUCTION PROGRESS AND INSPECTION: The Entity shall provide and maintain adequate, competent, and qualified engineering supervision and construction inspection at the Project site during all stages of the work to ensure that the completed work conforms with the Project plans and specifications. The inspection staff shall utilize construction progress and inspection reports to sufficiently document the work and to document proper payments for completed work. Project oversight by other personnel does not relieve the Entity of this responsibility.

(23) PROMPT PAYMENT: The Commission and the Entity will 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 Entity will also require the prompt return of all retainage held on all subcontractors after the subcontractors' work is satisfactorily completed, as determined by the Entity and the Commission.

(24) AUDIT OF RECORDS: The Entity shall maintain all records relating to this Agreement, including but not limited to bidding documents, construction contracts, construction inspection reports, invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(25) NONDISCRIMINATION CLAUSE: The Entity shall comply with all state and federal statutes applicable to the Entity relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(26) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Entity with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Entity.

(27) PROJECT SCHEDULE: The Project schedule is shown on the attachment marked as "**Exhibit D**" and is incorporated herein by reference. Any lack of progress which significantly endangers substantial performance of the Project within the specified time shall be deemed a material breach of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. The Commission shall notify the Entity in writing once such a determination is made.

(28) PROJECT ACCEPTANCE AND CERTIFICATION: The Entity shall certify in writing that the Project was completed in accordance with all applicable state and federal laws and applicable construction requirements were met. The certification form is shown on the attachment marked as "**Exhibit E**" and is incorporated herein by reference. This certification will be submitted during the final closeout phase of the Project. The Commission will withhold final payment until certification is received.

(29) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Entity.

(30) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(31) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(32) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting

this Agreement.

(33) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(34) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(35) NOTICES: 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 immediately after delivery in person, or by facsimile or electronic mail addressed as follows:

Commission to: Missouri Department of Transportation
Attn: Paula Gough, District Engineer
Missouri Department of Transportation, Northeast District
1711 S. Highway 61, Hannibal, MO 63401
Facsimile No.: 573-248-2499
Email: paula.gough@modot.mo.gov

Entity to: City of Moberly
Attn: Brian Crane, Moberly City Manager
101 W. Reed Street
Moberly, MO 65270
Facsimile No.: N/A
Email: bcrane@cityofmoberly.com

or to such other place as the parties may designate in accordance with this Agreement.

(36) 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.

(37) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Entity shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(38) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Entity at the direction of the Commission and information supplied by the Commission shall remain the property of the Commission.

(39) CONFIDENTIALITY: The Entity shall not disclose to third parties

confidential factual matters provided by the Commission except as may be required by statute, ordinance or order of court, or as authorized by the Commission. The Entity shall notify the Commission immediately of any request for such information.

(40) NONSOLICITATION: The Entity warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Entity, 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.

(41) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(42) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Entity shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or 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 Entity's wrongful or negligent performance of its obligations under this Agreement.

(B) 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.

(43) INSURANCE: The Entity or the Commission will require any contractor procured to work on or under this Agreement:

(A) 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

(B) 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 MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities 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. The Entity shall cause insurer to increase the insurance amounts

in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(44) NOTIFICATION OF CHANGE: The Entity shall immediately notify the Commission of any change in conditions or law which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

(45) ASSIGNMENT: The Entity shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(46) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Entity, 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 Entity responsible for damages.

(47) ENTITY RIGHT-OF-WAY: All Project improvements made within Entity-owned right-of-way shall become the Entity's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Entity. The Entity further agrees that the right of way provided for any improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

[The Remainder of This Page Is Intentionally Left Blank.]

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

Executed by the Entity on _____(DATE).

Executed by the Commission on _____ (DATE).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF MOBERLY

By _____

Title _____

Title _____

Attest:

Attest:

By _____

Secretary to the Commission

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Attorney

Ordinance No _____

EXHIBIT A LOCATION

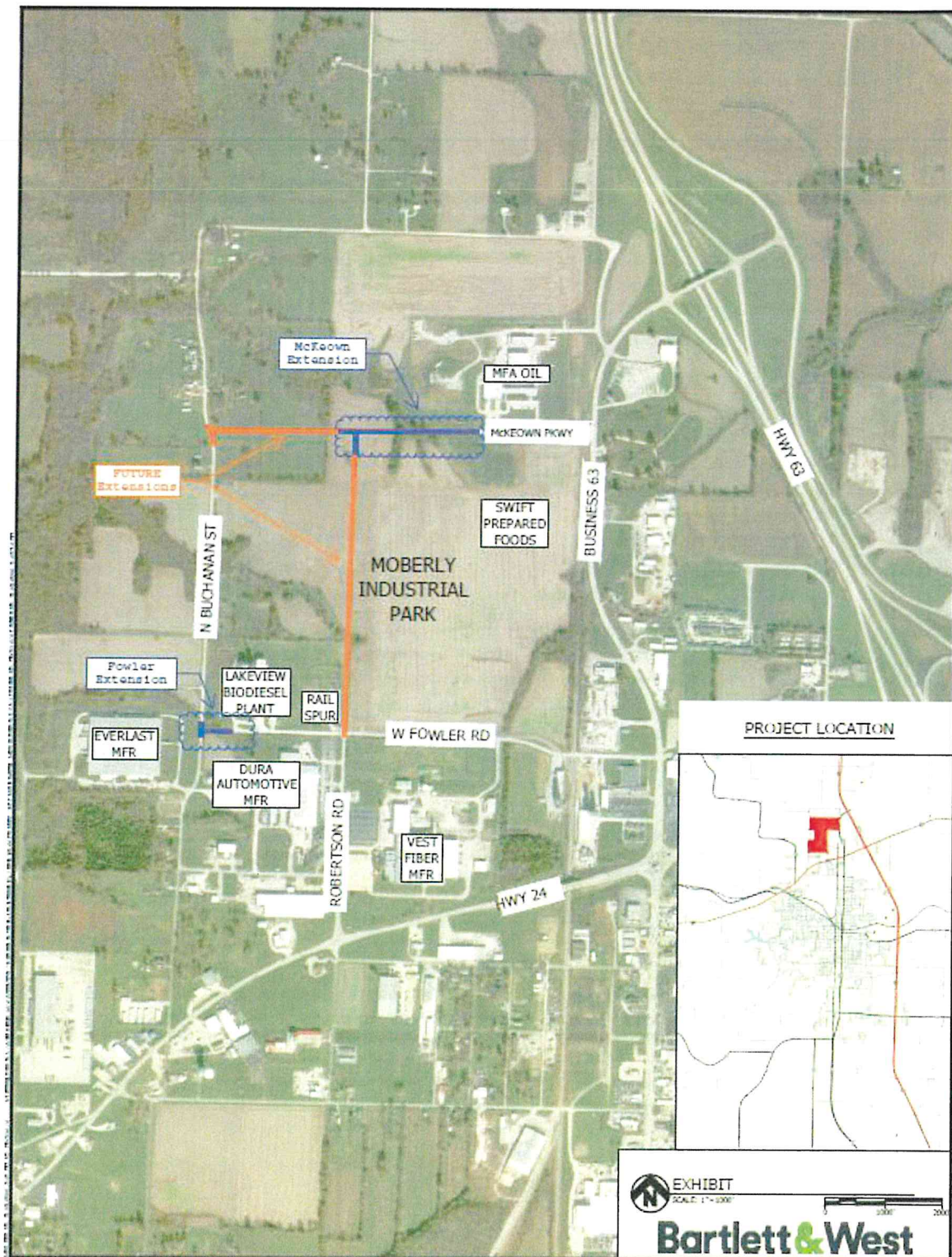


EXHIBIT B

SCOPE OF WORK

The project will extend McKeown Parkway and end with a T-Intersection at the future northern terminus of Robertson Road. The project will also extend Fowler Road to Buchanan Street to provide direct access for Everlast Manufacturing to the city's intermodal rail spur located along Fowler Road, providing a secondary point of egress for the Biodiesel/Crush facility currently on the current dead-end of Fowler.

EXHIBIT C

FINANCIAL SUMMARY

Project Name: Moberly Industrial Park Street Extensions

Project Number: SNS0007

Description: The project will extend McKeown Parkway and end with a T-Intersection at the future northern terminus of Robertson Road. The project will also extend Fowler Road to Buchanan Street to provide direct access for Everlast Manufacturing to the city's intermodal rail spur located along Fowler Road, providing a secondary point of egress for the Biodiesel/Crush facility currently on the current dead-end of Fowler.

Total Construction Contract Cost Estimate: \$1,111,120

Local Entity: City of Moberly

	Current Estimate
Construction	\$1,111,120

Project Responsibilities:

Preliminary Engineering/Design	City of Moberly
Right of Way Acquisition	City of Moberly
Bid Letting and Construction	City of Moberly
Utilities	City of Moberly
Construction Engineering/Inspection	City of Moberly

Financial Responsibilities for Cost Share Eligible:

Governor's Cost Share Funds	\$555,560	Total Program Share
Governor's Cost Share Economic Development Funds	\$	\$555,560
Entity	\$555,560	Total Entity Share
		\$555,560
Total:	\$1,111,120	

How are overruns and underruns handled?

Overruns will be the sole responsibility of City of Moberly. Underruns will be split equally between City of Moberly and the Commission.

EXHIBIT D
PROJECT SCHEDULE

RFQ	05/15/2023 – 06/15/2023
Survey / Geotech	08/01/2023 – 10/01/2023
Preliminary Engineering	10/01/2023 – 12/01/2023
Final Engineering	12/01/2023 – 02/15/2024
Bidding	02/15/2024 – 05/01/2024
Construction	06/01/2024 – 12/31/2024

EXHIBIT E

GCS Certification Form.pdf

Missouri Department of Transportation

Certification for Acceptance

Governor's Transportation Cost Share Program

Funding Recipient:					
Address					
City		State		Zip	
Project Identification Number:					
County		Route		Completion Date	
Project Location					
Type of Improvement					
Signed by an Authorized Representative of the Funding Recipient:		_____ Signature _____ (Date)			

City of Moberly City Council Agenda Summary

Agenda Number: _____

#7.

Department: Public Works

Date: August 7, 2023

Agenda Item: An Ordinance Authorizing The City Manager To Execute A Financial Assistance Award With Terms And Conditions For Wabash Heights Stormwater Improvements.

Summary: This agreement is for \$139,000 of the total \$5M project for preliminary engineering work to determine the best path forward to resolve the stormwater issues in Wabash Heights, or the area between Robertson Rd & the RR tracks and Hwy 24 and Sparks Ave.

There are numerous factors to consider as most of the area does not have sanitary sewer and our goal is to take stormwater out of the area. We will have to determine what locations have sewer, and which ones are capable of accessing sewer and how we will address the ones that can't/won't.

The City match for this total project is \$1.

Staff recommends approval.

Recommended

Action: Approve this 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 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: _____

ORDINANCE NO: _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A FINANCIAL ASSISTANCE AWARD WITH TERMS AND CONDITIONS FOR WABASH HEIGHTS STORMWATER IMPROVEMENTS.

WHEREAS, on July 5, 2022, this Council adopted Resolution No. R1297 authorizing City staff to seek grant assistance with the Missouri Department of Natural Resources, Financial Assistance Center’s State AROA Grant Programs for subaward of federal financial assistance to complete improvements to Wabash Heights Stormwater project; and

WHEREAS, the City has now received a Financial Assistance Agreement (the “Agreement”) along with a separate document entitled “Terms and Conditions for Grantee Receipt of Federal ARPA Funds” (the “Terms”) which must be executed by the City Manager; and

WHEREAS, attached hereto are the Agreement and Terms which staff requests be approved by the City Council.

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

SECTION ONE: That the City hereby accepts and approves the Agreement and Terms attached hereto.

SECTION TWO: That the City Manager is hereby authorized to execute the Agreement and Terms on behalf of the City of Moberly, and he is further authorized to take such other and further action as may be required to effectuate the purpose of this Ordinance.

SECTION THREE: This Ordinance shall be in full force and effect upon passage by the City Council.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 7th day of August, 2023.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

TERMS AND CONDITIONS FOR GRANTEE
RECEIPT OF FEDERAL ARPA SFRF FUNDS

I. Use of Funds: City of Moberly (“Grantee”) understands and agrees that the funds disbursed under this grant may only be used in compliance with section 602(c) of the Social Security Act (“Act”), as added by Section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223–26, and the U.S. Department of the Treasury (“Treasury”)’s regulations implementing that section and guidance, and in compliance with all other restrictions and specifications on use set forth in or applicable through this agreement. Grantee will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project.

Period of Performance: The period of performance for this award begins on the date hereof and ends on [7-31-2025]. Grantee may use funds granted under this agreement to cover eligible costs incurred during the period of performance, but no later than [7-31-2025].

Reporting: Grantee agrees to comply with any reporting obligations established by Treasury or the State of Missouri (“State”), as it relates to this grant. Those reporting obligations shall include, without limitation, the following: reporting that is necessary for the State to comply with the Treasury’s Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds, Version: 2, dated April 1, 2022 and any later versions of that publication.¹

Maintenance of and Access to Records: Grantee shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act and Treasury’s regulations implementing that section and guidance regarding the eligible uses of funds. Grantee shall also maintain records and financial documents: 1. sufficient for the State, with respect to Grantee’s participation in this grant agreement, to evidence compliance with section 602(c) of the Act and Treasury’s regulations implementing that section and guidance regarding the eligible uses of funds; and 2. necessary for the State, with respect to Grantee’s participation in this grant agreement, to comply with obligations under 2 C.F.R. Part 200 and any other applicable law. For subrecipients, Grantee shall further maintain all records and financial documents necessary for: 1. Grantee to comply with obligations as a subrecipient under 2 C.F.R. Part 200; and 2. the State to comply with obligations as a pass-through entity under 2 C.F.R. Part 200. The Treasury Office of Inspector General, the Government Accountability Office, their authorized representatives, the State, or its authorized representatives, shall have the right of access to records and documents (electronic and otherwise) of Grantee in order to conduct audits or other investigations or reviews.²

¹ For subrecipients, in the case of an additional reporting requirement imposed by the State under 2 C.F.R. § 200.332(a)(3), this agreement shall be amended.

² For subrecipients, the State’s right of access in this paragraph includes, but is not limited to, the right set forth at 2 C.F.R. § 200.332(a)(5) that “the pass-through entity and auditors [shall] have

Records shall be maintained by Grantee for a period of five (5) years after all funds have been expended or returned to the State, whichever is later. Wherever practicable, records should be collected, transmitted, and stored in open and machine-readable formats. Grantee's obligations under this section shall include, without limitation, maintenance of the following specified types of records and financial documents: documents that are necessary for the State to comply with the Treasury's Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds, Version: 2, dated April 1, 2022 and any later versions of that publication.³

Pre-award Costs: Pre-award costs, as defined at 2 C.F.R. § 200.458, may not be paid with funding from this grant.

Conflicts of Interest: For subrecipients only, Grantee understands and agrees that it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this grant. Grantee must disclose in writing to Treasury or the State, as appropriate, any potential conflict of interest affecting the granted funds in accordance with 2 C.F.R. § 200.112.

Compliance with Applicable Law and Regulations: Grantee agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, guidance issued by Treasury regarding the foregoing, and all other restrictions and specifications set forth in or applicable through this agreement. Grantee also agrees to comply with all other applicable state and federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this grant.

Federal regulations applicable to this grant include, without limitation, the following:

- i. For subrecipients only, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this grant and subject to such exceptions as may be otherwise provided by Treasury. Excepting for-profit subrecipients, Subpart F – Audit Requirements of Uniform Guidance, implementing the Single Audit Act, shall apply to this grant;
- ii. For subrecipients only, Universal Identifier and System for Award Management (“SAM”), 2 C.F.R. Part 25, pursuant to which the award term set forth at Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- iii. For subrecipients only, Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth at Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;

access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part.”

³ For subrecipients, in the case of an additional record-keeping requirement imposed by the State under 2 C.F.R. § 200.332(a)(3), this agreement shall be amended.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, and Treasury's implementing regulation at 31 C.F.R. Part 19, including both the requirement to comply with that part's Subpart C as a condition of participation in this transaction, and the requirement to pass the requirement to comply with that subpart to each person with whom the participant enters into a covered transaction at the next lower tier;

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth at 2 C.F.R. Part 200, Appendix XII, is hereby incorporated by reference;

vi. For subrecipients only, Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;

vii. For subrecipients only, New Restrictions on Lobbying, 31 C.F.R. Part 21;

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601–4655) and implementing regulations; and

ix. Generally applicable federal environmental laws and regulations.

Federal statutes and regulations prohibiting discrimination applicable to this grant include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. For subrecipients and local governments only, Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions: The State reserves the right to impose additional conditions or requirements on Grantee's receipt of this grant, as the State deems necessary or advisable, in order

to facilitate compliance with any existing or additional conditions or requirements imposed upon the State by Treasury for the State's receipt of ARPA funds. The State also reserves the right to seek recoupment or repayment of this grant in whole or in part, in the event that Treasury seeks recoupment or repayment of payments made to the State, for reasons relating to Grantee's acts or omissions respecting this grant. These reservations are expressed without limitation to any other rights the State may hold, either to impose additional conditions or requirements on Grantee's receipt of this grant or to recoup this grant in whole or in part, under this agreement or other applicable law.

Hatch Act: Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

False Statements: Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

Publications: Any publications produced with funds from this grant must display the following language: "This product [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to State of Missouri by the U.S. Department of the Treasury."

Debts Owed State and Federal Government: Any funds paid to Grantee (1) in excess of the amount to which Grantee is finally determined to be authorized to retain under the terms of this grant; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Grantee shall constitute a debt owed by the State to the federal government. In such instance, the funds constituting the State's debt to the federal government shall also constitute Grantee's debt to the State. Debts owed by Grantee to the State must be paid promptly by Grantee. A debt owed the State by Grantee under this agreement is delinquent if it has not been paid by the date specified in the State's initial demand for payment, unless other satisfactory arrangements have been made or if Grantee knowingly or improperly retains funds that are a debt as defined in this paragraph. The State will take any actions available to it to collect such a debt, including but not limited to actions available to it under the "Remedial Actions" paragraph found in this same section (I) above. The rights of the State as expressed in this paragraph are in addition to, and do not imply the exclusion of, any other rights the State may have under applicable law to collect a debt or seek damages from Grantee.

Disclaimer: In its award of federal financial assistance to the State, Treasury provides that the United States expressly disclaims any and all responsibility or liability to the State or third persons for the actions of the State or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract or subcontract under this award. Furthermore, in its award of federal financial assistance to the State, Treasury

also states that the acceptance of this award by the State does not in any way establish an agency relationship between the United States and the State. This disclaimer applies with equal force to this grant.

Protections for Whistleblowers: For grants to subrecipients exceeding \$250,000: In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced in the statement above includes the following:

- i. a member of Congress or a representative of a committee of Congress;
- ii. an Inspector General;
- iii. the Government Accountability Office;
- iv. a Treasury employee responsible for contract or grant oversight or management;
- v. an authorized official of the Department of Justice or other law enforcement agency;
- vi. a court or grand jury;
- vii. a management official or other employee of the State or Grantee who has the responsibility to investigate, discover, or address misconduct.

Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

Increasing Seat Belt Use in the United States: Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving: Pursuant to federal Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the State hereby encourages Grantee to adopt and enforce policies that ban text messaging while driving.⁴

II. By entering into this agreement, Grantee ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation,

⁴ Section I is based on requirements set forth in Treasury's Coronavirus State Fiscal Recovery Fund Award Terms and Conditions document, executed by the State on July 26, 2021.

denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Treasury Title VI regulations at 31 C.F.R. Part 22 and other pertinent executive orders such as federal Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

Grantee acknowledges that federal Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency (“LEP”). Grantee understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury’s implementing regulations. Accordingly, Grantee shall initiate reasonable steps, or comply with Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Grantee’s programs, services, and activities.

Grantee agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities. As a resource, Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.

Grantee acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Grantee and Grantee’s successors, transferees, and assignees for the period in which such assistance is provided.

Grantee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this agreement.

Grantee shall cooperate in any enforcement or compliance review activities by Treasury or the State of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, Grantee shall comply with information requests, on-site compliance review, and reporting requirements.

Grantee shall maintain and provide to applicants, beneficiaries, their representatives, or any other party requesting the same, information on how to file a Title VI complaint of discrimination with the State of Missouri.

Grantee shall provide to the State documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between Grantee and the administrative agency that makes any such finding. If Grantee settles a case or matter alleging such discrimination, Grantee must provide to the State documentation of the settlement. If Grantee has not been the subject of any court or administrative agency finding of discrimination, Grantee shall so state.

The United States of America has the right to seek judicial enforcement of the terms of this assurances section and nothing in this section alters or limits the federal enforcement measures that the United States may take in order to address violations of this section or applicable federal law.

Under penalty of perjury, the undersigned certifies that he/she has read and understood this section's obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that Grantee is in compliance with the aforementioned nondiscrimination requirements.

By signing this certification, the undersigned represents his or her intention, and legal authorization, to do so on behalf of Grantee.⁵

Date:

Signature of Grantee's Authorized Representative

Printed Name of Authorized Representative

*****THE SECTIONS BELOW APPLY ONLY TO SUBRECIPIENTS*****

III. This grant to City of Moberly ("Grantee") constitutes a subaward⁶ of federal financial assistance⁷ provided to the State of Missouri ("State") by the U.S. Department of Treasury.

⁵ Section II is based on requirements set forth in Treasury's Assurance of Compliance with Civil Rights Requirements document, executed by the State on July 26, 2021.

⁶ "Subaward" is defined at 2 C.F.R. § 200.1.

⁷ "Federal financial assistance" is defined at 2 C.F.R. § 200.1.

the Treasury (“Treasury”) pursuant to Section 602(b) of the Social Security Act (“Act”), as added by Section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223–26. Grantee is a subrecipient⁸ and the State is a pass-through entity⁹ for purposes of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth at 2 C.F.R. Part 200. The following is provided to Grantee pursuant to 2 C.F.R. § 200.332(a)(1):

- Subrecipient name (which must match the name associated with its unique entity identifier): City of Moberly
- Subrecipient's unique entity identifier: ZFDYKNHMPTK9
- Federal Award Identification Number (FAIN): 073134579
- Federal Award Date of award to the recipient by the Federal agency: 07/28/2021
- Subaward Period of Performance Start and End Date: 8-01-2023 to 7-31-2025
- Subaward Budget Period Start and End Date: 8-01-2023 to 7-31-2025
- Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: 139,924.00
- Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: 139,924.00
- Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: 139,924.00
- Federal award project description: ARPA appropriated \$195.3 billion for payments from the Coronavirus State Fiscal Recovery Fund (“SFRF”) to states through Treasury. Act § 602(a)(3)(A), ARPA § 9901, 135 Stat. 4, 224. Those monies are for states “to mitigate the fiscal effects stemming from the public health emergency with respect to [COVID-19].” Act § 602(a)(1), ARPA § 9901, 135 Stat. 4, 223. The State has received more than \$2.6 billion in ARPA SFRF funds, separate from local government allocations. In accordance with the budget passed by the Missouri legislature, the State intends that these funds be utilized for the purposes set forth in ARPA, consistent with other applicable federal law. As part of this effort, the State has elected to distribute a portion of its SFRF funding to appropriate subrecipients.

⁸ “Subrecipient” is defined at 2 C.F.R. § 200.1.

⁹ “Pass-through entity” is defined at 2 C.F.R. § 200.1.

- Name of Federal awarding agency: U.S. Department of Treasury.
- Name of pass-through entity: State of Missouri.
- Contact information for awarding official of pass-through entity:
 - Name: Maria Dorsey
 - Phone Number: 573-522-2395
 - Email Address: Maria.Dorsey@dnr.mo.gov
- Assistance Listings number and Title (pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement): 21.027 Coronavirus State and Local Fiscal Recovery Funds
- Identification of whether the award is R & D: No
- Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414: 0.0%

IV. For grants exceeding \$100,000:

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form–LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who

fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By signing this certification, the undersigned represents his or her intention, and legal authorization, to do so on behalf of Grantee.¹⁰

Date:

Signature of Grantee's Authorized Representative

Printed Name of Authorized Representative

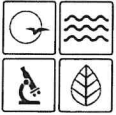
V. In addition to the other authorities identified in this agreement, Grantee must comply with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"). The Uniform Guidance is an extensive body of federal rules, and so will not be recited here comprehensively. However, **Grantee must perform this agreement in compliance with the entirety of the Uniform Guidance, not just the provisions discussed in this section.**¹¹

Beyond its definitions and acronym identifications (Subpart A), the Uniform Guidance contains five subparts. Subpart B, "General Provisions," includes a statement of purpose (which provides a general outline of the Part), 2 C.F.R. § 200.100, a provision on conflicts of interest (*see* Section III above), 2 C.F.R. § 200.112, and a provision on mandatory disclosures, 2 C.F.R. § 200.113. Subpart D, "Post Federal Award Requirements," itself covers a range of topics. 2 C.F.R. § 200.302 requires, *inter alia*, that "financial management systems . . . must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award." *Id.* at (a). 2 C.F.R. § 200.303 requires, *inter alia*, "[e]valuat[ion] and monitor[ing]" of "compliance with statutes, regulations and the terms and conditions of Federal awards," as well as the "[t]ak[ing] [of] prompt action when instances of noncompliance are identified including noncompliance identified in audit findings." *Id.* at (c) and (d), respectively. Subpart D also includes "Property Standards." 2 C.F.R. §§ 200.310–327. These sections address Grantee's interaction

¹⁰ Section II is based on requirements set forth at 31 C.F.R. Part 21. Appendix A of that part sets forth this certification.

¹¹ 2 C.F.R. Part 200, Subpart F does not apply to for-profit entities. However, "[f]or-profit entities that receive SLFRF subawards . . . are subject to other audits as deemed necessary by authorized governmental entities, including Treasury and Treasury's [Office of Inspector General]." Treasury's *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*, published February 28, 2022 (Version 3.0), p.12, n.7. Such other audits may be imposed by the State. *Id.* *See also* 2 C.F.R. § 200.501. For-profit subrecipients shall comply with any audit requirements imposed by the State.

with equipment and real property, as well as providing standards for procurement. 2 C.F.R. § 200.329 addresses the monitoring and reporting of program performance. Beginning at 2 C.F.R. § 200.334, Subpart D lists numerous requirements for “Record Retention and Access,” which should be read in concert with the several terms and conditions of this agreement. Subpart E, “Cost Principles,” begins with provisions providing a basic framework for understanding and applying the bulk of these requirements. *See* 2 C.F.R. §§ 200.400 and .401. Subpart E includes a rule on “Reasonable Costs,” 2 C.F.R. § 200.404, which provides a definitional authority as well as primary factors for consideration. *Id.* This subpart also provides a considerable listing of “Selected Items of Cost,” and “General Provisions” for each. 2 C.F.R. §§ 200.420–.476. Subpart F is dedicated to the topic of audits. *See* 2 C.F.R. § 200.500 *et seq.* With certain qualifications, subrecipients are subject to audit pursuant to the federal Single Audit Act and this subpart of the Uniform Guidance. *See* n.12 above, and the authorities there cited.



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		RECIPIENT TELEPHONE NUMBER WITH AREA CODE (660) 269-7644	
ADDRESS 101 W Reed St		CITY Moberly	STATE MO
ZIP CODE 65270			
UNIQUE ENTITY ID ZFDYKNHMPK9	AWARD NUMBER DF67F243F43C	BUDGET PERIOD 07-15-2023 to 07-14-2025	PROJECT PERIOD 07-15-2023 to 07-14-2025
RECIPIENT PROJECT MANAGER NAME Dana Ulmer		RECIPIENT PROJECT EMAIL ADDRESS dulmer@cityofmoberly.com	PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE (660) 269-7659

PROJECT INFORMATION

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

Stormwater Improvements Project - Partial Award

The project will reduce the number of discharges from the CSO Basin to Sweet Spring Creek through basin upgrades.

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 21.027	CFDA NAME Coronavirus State and Local Fiscal Recovery Funds
STATE PROJECT MANAGER NAME Maria Dorsey		STATE PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE (573)522-2395	INDIRECT COST RATE FOR RECIPIENT 0%
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:	\$ 165,890.30	91.45 %	\$	%	\$ 165,890.30	91.45 %
State/Other Award:	\$	%	\$	%	\$ 0.00	%
Recipient Match:	\$ 15509.70	8.55 %	\$	%	\$ 15,509.70	8.55 %
Total Award:	\$ 181,400.00	100.00 %	\$ 0	0.00 %	\$ 181,400.00	100.00 %

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 *See Federal Award Information Section		APPLICATION NUMBER DF67F243F43C	RECIPIENT APPLICATION, AS NEGOTIATED, DATED 07/12/2022	
BUDGET PLAN Attachment #	DETAILED SCOPE OF WORK Attachment #	SPECIAL CONDITIONS Attachment # 2	GENERAL TERMS AND CONDITIONS Attachment # 1	SUSPENSION/DEBARMENT Attachment #
PUBLICATIONS Attachment #	EPA MBE/WBE UTILIZATION Attachment #	CERTIFICATE REGARDING LOBBYING Attachment #	INVOICE Attachment #	PUBLIC LAW Attachment #
		ADDITIONAL ATTACHMENTS Attachment # 3 Attachment # 4		

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

U.S. Department of Treasury, Coronavirus State Fiscal Recovery Fund

***Section 603(b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021) and implementing regulations and guidance.**

FEDERAL AWARING AGENCY United States Department of Treasury		FEDERAL AWARD ID NUMBER 073134579	PASS THROUGH ENTITY NAME MoDNR, and State of Missouri, Office of Administration
FEDERAL FUNDING YEAR 2022	FEDERAL AWARD DATE 07/28/21	TOTAL AMOUNT OF FEDERAL AWARD \$ 2,685,296,130.80	INDIRECT COST RATE FOR MoDNR 0.00 %
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? 106 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)

SIGNATURE

DATE

Brian Crane City Manager

DEPARTMENT OF NATURAL RESOURCES DIRECTOR OR DESIGNEE NAME (TYPED)

SIGNATURE

DATE

Jennifer Eddy

780-2664 (04/23)

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.

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#8.

Department: Public Utilities

Date: August 7, 2023

Agenda Item: An Ordinance Authorizing The City Manager To Execute A Financial Assistance Award With Terms And Conditions For Seven Bridges Stormwater Improvements.

Summary: The City of Moberly received approval for \$1,169,000 of stormwater grant funding for improvements to the Seven Bridges CSO as part of an overall effort to reduce combined sewer flows leaving the collection system and allowing the system to fully treat those flows at the City Of Moberly WWTP. This is an opportunity to receive nearly 90% funding up to \$1,069,000 towards the project estimated in 2022 dollars, to cost \$1,169,000. This Financial Assistance Agreement allows Moberly to receive the grant funding.

Recommended

Action: Approve the Ordinance

Fund Name: Public Utilities Operations—Stormwater Department

Account Number: 301.115.5406

Available Budget \$: To be transferred from operating reserve fund. (Reimbursable through ARPA Grant.)

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input checked="" type="checkbox"/> Proposed Ordinance
<input checked="" 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: _____

ORDINANCE NO: _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A FINANCIAL ASSISTANCE AWARD WITH TERMS AND CONDITIONS FOR SEVEN BRIDGES STORMWATER IMPROVEMENTS.

WHEREAS, on June 20, 2022, this Council adopted Resolution R1284 authorizing City staff to seek grant assistance with the Missouri Department of Natural Resources, Financial Assistance Center’s State ARPA Grant Programs for subaward of federal financial assistance to complete improvements to the Seven Bridges Stormwater project; and

WHEREAS, the City has now received a Financial Assistance Agreement (the “Agreement”) along with a separate document entitled “Terms and Conditions for Grantee Receipt of Federal ARPA Funds” (the “Terms”) which must be executed by the City Manager; and

WHEREAS, attached hereto are the Agreement and Terms which staff requests be approved by the City Council.

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

SECTION ONE: That the City hereby accepts and approves the Agreement and Terms attached hereto.

SECTION TWO: That the City Manager is hereby authorized to execute the Agreement and Terms on behalf of the City of Moberly, and he is further authorized to take such other and further action as may be required to effectuate the purpose of this Ordinance.

SECTION THREE: This Ordinance shall be in full force and effect upon passage by the City Council.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 7th day of August, 2023.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

TERMS AND CONDITIONS FOR GRANTEE
RECEIPT OF FEDERAL ARPA SFRF FUNDS

I. Use of Funds: City of Moberly (“Grantee”) understands and agrees that the funds disbursed under this grant may only be used in compliance with section 602(c) of the Social Security Act (“Act”), as added by Section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223–26, and the U.S. Department of the Treasury (“Treasury”)’s regulations implementing that section and guidance, and in compliance with all other restrictions and specifications on use set forth in or applicable through this agreement. Grantee will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project.

Period of Performance: The period of performance for this award begins on the date hereof and ends on [7-14-2025]. Grantee may use funds granted under this agreement to cover eligible costs incurred during the period of performance, but no later than [7-14 -2025].

Reporting: Grantee agrees to comply with any reporting obligations established by Treasury or the State of Missouri (“State”), as it relates to this grant. Those reporting obligations shall include, without limitation, the following: reporting that is necessary for the State to comply with the Treasury’s Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds, Version: 2, dated April 1, 2022 and any later versions of that publication.¹

Maintenance of and Access to Records: Grantee shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act and Treasury’s regulations implementing that section and guidance regarding the eligible uses of funds. Grantee shall also maintain records and financial documents: 1. sufficient for the State, with respect to Grantee’s participation in this grant agreement, to evidence compliance with section 602(c) of the Act and Treasury’s regulations implementing that section and guidance regarding the eligible uses of funds; and 2. necessary for the State, with respect to Grantee’s participation in this grant agreement, to comply with obligations under 2 C.F.R. Part 200 and any other applicable law. For subrecipients, Grantee shall further maintain all records and financial documents necessary for: 1. Grantee to comply with obligations as a subrecipient under 2 C.F.R. Part 200; and 2. the State to comply with obligations as a pass-through entity under 2 C.F.R. Part 200. The Treasury Office of Inspector General, the Government Accountability Office, their authorized representatives, the State, or its authorized representatives, shall have the right of access to records and documents (electronic and otherwise) of Grantee in order to conduct audits or other investigations or reviews.²

¹ For subrecipients, in the case of an additional reporting requirement imposed by the State under 2 C.F.R. § 200.332(a)(3), this agreement shall be amended.

² For subrecipients, the State’s right of access in this paragraph includes, but is not limited to, the right set forth at 2 C.F.R. § 200.332(a)(5) that “the pass-through entity and auditors [shall] have

Records shall be maintained by Grantee for a period of five (5) years after all funds have been expended or returned to the State, whichever is later. Wherever practicable, records should be collected, transmitted, and stored in open and machine-readable formats. Grantee's obligations under this section shall include, without limitation, maintenance of the following specified types of records and financial documents: documents that are necessary for the State to comply with the Treasury's Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds, Version: 2, dated April 1, 2022 and any later versions of that publication.³

Pre-award Costs: Pre-award costs, as defined at 2 C.F.R. § 200.458, may not be paid with funding from this grant.

Conflicts of Interest: For subrecipients only, Grantee understands and agrees that it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this grant. Grantee must disclose in writing to Treasury or the State, as appropriate, any potential conflict of interest affecting the granted funds in accordance with 2 C.F.R. § 200.112.

Compliance with Applicable Law and Regulations: Grantee agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, guidance issued by Treasury regarding the foregoing, and all other restrictions and specifications set forth in or applicable through this agreement. Grantee also agrees to comply with all other applicable state and federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this grant.

Federal regulations applicable to this grant include, without limitation, the following:

- i. For subrecipients only, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this grant and subject to such exceptions as may be otherwise provided by Treasury. Excepting for-profit subrecipients, Subpart F – Audit Requirements of Uniform Guidance, implementing the Single Audit Act, shall apply to this grant;
- ii. For subrecipients only, Universal Identifier and System for Award Management (“SAM”), 2 C.F.R. Part 25, pursuant to which the award term set forth at Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- iii. For subrecipients only, Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth at Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;

access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part.”

³ For subrecipients, in the case of an additional record-keeping requirement imposed by the State under 2 C.F.R. § 200.332(a)(3), this agreement shall be amended.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, and Treasury's implementing regulation at 31 C.F.R. Part 19, including both the requirement to comply with that part's Subpart C as a condition of participation in this transaction, and the requirement to pass the requirement to comply with that subpart to each person with whom the participant enters into a covered transaction at the next lower tier;

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth at 2 C.F.R. Part 200, Appendix XII, is hereby incorporated by reference;

vi. For subrecipients only, Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;

vii. For subrecipients only, New Restrictions on Lobbying, 31 C.F.R. Part 21;

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601–4655) and implementing regulations; and

ix. Generally applicable federal environmental laws and regulations.

Federal statutes and regulations prohibiting discrimination applicable to this grant include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. For subrecipients and local governments only, Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions: The State reserves the right to impose additional conditions or requirements on Grantee's receipt of this grant, as the State deems necessary or advisable, in order

to facilitate compliance with any existing or additional conditions or requirements imposed upon the State by Treasury for the State's receipt of ARPA funds. The State also reserves the right to seek recoupment or repayment of this grant in whole or in part, in the event that Treasury seeks recoupment or repayment of payments made to the State, for reasons relating to Grantee's acts or omissions respecting this grant. These reservations are expressed without limitation to any other rights the State may hold, either to impose additional conditions or requirements on Grantee's receipt of this grant or to recoup this grant in whole or in part, under this agreement or other applicable law.

Hatch Act: Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

False Statements: Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

Publications: Any publications produced with funds from this grant must display the following language: "This product [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to State of Missouri by the U.S. Department of the Treasury."

Debts Owed State and Federal Government: Any funds paid to Grantee (1) in excess of the amount to which Grantee is finally determined to be authorized to retain under the terms of this grant; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Grantee shall constitute a debt owed by the State to the federal government. In such instance, the funds constituting the State's debt to the federal government shall also constitute Grantee's debt to the State. Debts owed by Grantee to the State must be paid promptly by Grantee. A debt owed the State by Grantee under this agreement is delinquent if it has not been paid by the date specified in the State's initial demand for payment, unless other satisfactory arrangements have been made or if Grantee knowingly or improperly retains funds that are a debt as defined in this paragraph. The State will take any actions available to it to collect such a debt, including but not limited to actions available to it under the "Remedial Actions" paragraph found in this same section (I) above. The rights of the State as expressed in this paragraph are in addition to, and do not imply the exclusion of, any other rights the State may have under applicable law to collect a debt or seek damages from Grantee.

Disclaimer: In its award of federal financial assistance to the State, Treasury provides that the United States expressly disclaims any and all responsibility or liability to the State or third persons for the actions of the State or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract or subcontract under this award. Furthermore, in its award of federal financial assistance to the State, Treasury

also states that the acceptance of this award by the State does not in any way establish an agency relationship between the United States and the State. This disclaimer applies with equal force to this grant.

Protections for Whistleblowers: For grants to subrecipients exceeding \$250,000: In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced in the statement above includes the following:

- i. a member of Congress or a representative of a committee of Congress;
- ii. an Inspector General;
- iii. the Government Accountability Office;
- iv. a Treasury employee responsible for contract or grant oversight or management;
- v. an authorized official of the Department of Justice or other law enforcement agency;
- vi. a court or grand jury;
- vii. a management official or other employee of the State or Grantee who has the responsibility to investigate, discover, or address misconduct.

Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

Increasing Seat Belt Use in the United States: Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving: Pursuant to federal Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the State hereby encourages Grantee to adopt and enforce policies that ban text messaging while driving.⁴

II. By entering into this agreement, Grantee ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation,

⁴ Section I is based on requirements set forth in Treasury's Coronavirus State Fiscal Recovery Fund Award Terms and Conditions document, executed by the State on July 26, 2021.

denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Treasury Title VI regulations at 31 C.F.R. Part 22 and other pertinent executive orders such as federal Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

Grantee acknowledges that federal Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency (“LEP”). Grantee understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury’s implementing regulations. Accordingly, Grantee shall initiate reasonable steps, or comply with Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Grantee’s programs, services, and activities.

Grantee agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities. As a resource, Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.

Grantee acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Grantee and Grantee’s successors, transferees, and assignees for the period in which such assistance is provided.

Grantee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this agreement.

Grantee shall cooperate in any enforcement or compliance review activities by Treasury or the State of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, Grantee shall comply with information requests, on-site compliance review, and reporting requirements.

Grantee shall maintain and provide to applicants, beneficiaries, their representatives, or any other party requesting the same, information on how to file a Title VI complaint of discrimination with the State of Missouri.

Grantee shall provide to the State documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between Grantee and the administrative agency that makes any such finding. If Grantee settles a case or matter alleging such discrimination, Grantee must provide to the State documentation of the settlement. If Grantee has not been the subject of any court or administrative agency finding of discrimination, Grantee shall so state.

The United States of America has the right to seek judicial enforcement of the terms of this assurances section and nothing in this section alters or limits the federal enforcement measures that the United States may take in order to address violations of this section or applicable federal law.

Under penalty of perjury, the undersigned certifies that he/she has read and understood this section's obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that Grantee is in compliance with the aforementioned nondiscrimination requirements.

By signing this certification, the undersigned represents his or her intention, and legal authorization, to do so on behalf of Grantee.⁵

Date:

Signature of Grantee's Authorized Representative

Printed Name of Authorized Representative

*****THE SECTIONS BELOW APPLY ONLY TO SUBRECIPIENTS*****

III. This grant to City of Moberly ("Grantee") constitutes a subaward⁶ of federal financial assistance⁷ provided to the State of Missouri ("State") by the U.S. Department of Treasury.

⁵ Section II is based on requirements set forth in Treasury's Assurance of Compliance with Civil Rights Requirements document, executed by the State on July 26, 2021.

⁶ "Subaward" is defined at 2 C.F.R. § 200.1.

⁷ "Federal financial assistance" is defined at 2 C.F.R. § 200.1.

the Treasury (“Treasury”) pursuant to Section 602(b) of the Social Security Act (“Act”), as added by Section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223–26. Grantee is a subrecipient⁸ and the State is a pass-through entity⁹ for purposes of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth at 2 C.F.R. Part 200. The following is provided to Grantee pursuant to 2 C.F.R. § 200.332(a)(1):

- Subrecipient name (which must match the name associated with its unique entity identifier): City of Moberly
- Subrecipient's unique entity identifier: ZFDYKNHMPTK9
- Federal Award Identification Number (FAIN): 073134579
- Federal Award Date of award to the recipient by the Federal agency: 07/28/2021
- Subaward Period of Performance Start and End Date: 7-15-2023 to 7-14-2025
- Subaward Budget Period Start and End Date: 7-15-2023 to 7-14-2025
- Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient:165,890.30
- Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation:165,890.30
- Total Amount of the Federal Award committed to the subrecipient by the pass-through entity:165,890.30
- Federal award project description: ARPA appropriated \$195.3 billion for payments from the Coronavirus State Fiscal Recovery Fund (“SFRF”) to states through Treasury. Act § 602(a)(3)(A), ARPA § 9901, 135 Stat. 4, 224. Those monies are for states “to mitigate the fiscal effects stemming from the public health emergency with respect to [COVID-19].” Act § 602(a)(1), ARPA § 9901, 135 Stat. 4, 223. The State has received more than \$2.6 billion in ARPA SFRF funds, separate from local government allocations. In accordance with the budget passed by the Missouri legislature, the State intends that these funds be utilized for the purposes set forth in ARPA, consistent with other applicable federal law. As part of this effort, the State has elected to distribute a portion of its SFRF funding to appropriate subrecipients.

⁸ “Subrecipient” is defined at 2 C.F.R. § 200.1.

⁹ “Pass-through entity” is defined at 2 C.F.R. § 200.1.

- Name of Federal awarding agency: U.S. Department of Treasury.
- Name of pass-through entity: State of Missouri.
- Contact information for awarding official of pass-through entity:
 - Name: Maria Dorsey
 - Phone Number: 573-522-2395
 - Email Address: Maria.Dorsey@dnr.mo.gov
- Assistance Listings number and Title (pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement): 21.027 Coronavirus State and Local Fiscal Recovery Funds
- Identification of whether the award is R & D: No
- Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414: 0.0%

IV. For grants exceeding \$100,000:

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form–LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who

fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By signing this certification, the undersigned represents his or her intention, and legal authorization, to do so on behalf of Grantee.¹⁰

Date:

Signature of Grantee's Authorized Representative

Printed Name of Authorized Representative

V. In addition to the other authorities identified in this agreement, Grantee must comply with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"). The Uniform Guidance is an extensive body of federal rules, and so will not be recited here comprehensively. However, **Grantee must perform this agreement in compliance with the entirety of the Uniform Guidance, not just the provisions discussed in this section.**¹¹

Beyond its definitions and acronym identifications (Subpart A), the Uniform Guidance contains five subparts. Subpart B, "General Provisions," includes a statement of purpose (which provides a general outline of the Part), 2 C.F.R. § 200.100, a provision on conflicts of interest (*see* Section III above), 2 C.F.R. § 200.112, and a provision on mandatory disclosures, 2 C.F.R. § 200.113. Subpart D, "Post Federal Award Requirements," itself covers a range of topics. 2 C.F.R. § 200.302 requires, *inter alia*, that "financial management systems . . . must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award." *Id.* at (a). 2 C.F.R. § 200.303 requires, *inter alia*, "[e]valuat[ion] and monitor[ing]" of "compliance with statutes, regulations and the terms and conditions of Federal awards," as well as the "[t]ak[ing] [of] prompt action when instances of noncompliance are identified including noncompliance identified in audit findings." *Id.* at (c) and (d), respectively. Subpart D also includes "Property Standards." 2 C.F.R. §§ 200.310–327. These sections address Grantee's interaction

¹⁰ Section II is based on requirements set forth at 31 C.F.R. Part 21. Appendix A of that part sets forth this certification.

¹¹ 2 C.F.R. Part 200, Subpart F does not apply to for-profit entities. However, "[f]or-profit entities that receive SLFRF subawards . . . are subject to other audits as deemed necessary by authorized governmental entities, including Treasury and Treasury's [Office of Inspector General]." Treasury's *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*, published February 28, 2022 (Version 3.0), p.12, n.7. Such other audits may be imposed by the State. *Id.* *See also* 2 C.F.R. § 200.501. For-profit subrecipients shall comply with any audit requirements imposed by the State.

with equipment and real property, as well as providing standards for procurement. 2 C.F.R. § 200.329 addresses the monitoring and reporting of program performance. Beginning at 2 C.F.R. § 200.334, Subpart D lists numerous requirements for “Record Retention and Access,” which should be read in concert with the several terms and conditions of this agreement. Subpart E, “Cost Principles,” begins with provisions providing a basic framework for understanding and applying the bulk of these requirements. *See* 2 C.F.R. §§ 200.400 and .401. Subpart E includes a rule on “Reasonable Costs,” 2 C.F.R. § 200.404, which provides a definitional authority as well as primary factors for consideration. *Id.* This subpart also provides a considerable listing of “Selected Items of Cost,” and “General Provisions” for each. 2 C.F.R. §§ 200.420–.476. Subpart F is dedicated to the topic of audits. *See* 2 C.F.R. § 200.500 *et seq.* With certain qualifications, subrecipients are subject to audit pursuant to the federal Single Audit Act and this subpart of the Uniform Guidance. *See* n.12 above, and the authorities there cited.



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		RECIPIENT TELEPHONE NUMBER WITH AREA CODE (660) 269-7644	
ADDRESS 101 W Reed St	CITY Moberly	STATE MO	ZIP CODE 65270
UNIQUE ENTITY ID ZFDYKNHMPK9	AWARD NUMBER DF67F243F43C	BUDGET PERIOD 07-15-2023 to 07-14-2025	PROJECT PERIOD 07-15-2023 to 07-14-2025
RECIPIENT PROJECT MANAGER NAME Dana Ulmer		RECIPIENT PROJECT EMAIL ADDRESS dulmer@cityofmoberly.com	PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE (660) 269-7659

PROJECT INFORMATIONRECIPIENT PROJECT TITLE AND PROJECT DESCRIPTION ([ATTACH ADDITIONAL PAGES AS NECESSARY](#))**Stormwater Improvements Project - Partial Award**

The project will reduce the number of discharges from the CSO Basin to Sweet Spring Creek through basin upgrades.

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 21.027	CFDA NAME Coronavirus State and Local Fiscal Recovery Funds
STATE PROJECT MANAGER NAME Maria Dorsey		STATE PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE (573)522-2395	INDIRECT COST RATE FOR RECIPIENT 0%
RESEARCH AND DEVELOPMENT YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>			

PROJECT FUNDING	Original Amount	Original Percentage	Amended Amount	Amended Percentage	Total Amount	Total Percentage
Federal Award:	\$ 165,890.30	91.45 %	\$	%	\$ 165,890.30	91.45 %
State/Other Award:	\$	%	\$	%	\$ 0.00	%
Recipient Match:	\$ 15509.70	8.55 %	\$	%	\$ 15,509.70	8.55 %
Total Award:	\$ 181,400.00	100.00 %	\$ 0	0.00 %	\$ 181,400.00	100.00 %

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 *See Federal Award Information Section		APPLICATION NUMBER DF67F243F43C	RECIPIENT APPLICATION, AS NEGOTIATED, DATED 07/12/2022
BUDGET PLAN Attachment #	DETAILED SCOPE OF WORK Attachment #	SPECIAL CONDITIONS Attachment # 2	GENERAL TERMS AND CONDITIONS Attachment # 1
PUBLICATIONS Attachment #	EPA MB/EWBE UTILIZATION Attachment #	CERTIFICATE REGARDING LOBBYING Attachment #	INVOICE Attachment #
		ADDITIONAL ATTACHMENTS Attachment # 3	Attachment # 4

AMENDMENT INFORMATIONAMENDMENT ID AMENDMENT DESCRIPTION ([ATTACH ADDITIONAL PAGES AS NECESSARY](#))**FEDERAL AWARD INFORMATION** ([ATTACH ADDITIONAL PAGES AS NECESSARY](#))

FEDERAL AWARD PROJECT TITLE AND DESCRIPTION

U.S. Department of Treasury, Coronavirus State Fiscal Recovery Fund

***Section 603(b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021) and implementing regulations and guidance.**

FEDERAL AWARDING AGENCY United States Department of Treasury		FEDERAL AWARD ID NUMBER 073134579	PASS THROUGH ENTITY NAME MoDNR, and State of Missouri, Office of Administration
FEDERAL FUNDING YEAR 2022	FEDERAL AWARD DATE 07/28/21	TOTAL AMOUNT OF FEDERAL AWARD \$ 2,685,296,130.80	INDIRECT COST RATE FOR MoDNR 0.00 %
HAVE YOU OR AN IMMEDIATE FAMILY MEMBER EVER SERVED IN THE U.S. ARMED FORCES? YES <input type="checkbox"/> NO <input type="checkbox"/> <small>*This question is optional.</small>			
IF YES, WOULD YOU LIKE INFORMATION ABOUT MILITARY-RELATED SERVICES IN MISSOURI? YES <input type="checkbox"/> NO <input type="checkbox"/> <small>*This question is optional.</small>			

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)	SIGNATURE	DATE
Brian Crane City Manager		
DEPARTMENT OF NATURAL RESOURCES DIRECTOR OR DESIGNEE NAME (TYPED)	SIGNATURE	DATE
Jennifer Eddy		

780-2664 (04/23)

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.

City of Moberly

City Council Agenda Summary

Agenda Number: #9.
 Department: Purch. & Personnel
 Date: August 7, 2023

Agenda Item: A Resolution Recording The Destruction Of Certain Local Government Records.

Summary: The City of Moberly's Purchasing and Personnel Department has determined certain records no longer have administrative, legal, fiscal, research or historical value and these records are listed in the Missouri Records Manual and the minimum retention period has been exceeded. It is recommended that the City Council adopt the resolution to allow staff to commence with the destruction per established guidelines.

Recommended

Action: Approve the resolution and direct staff to proceed with destruction of records.

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 type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input checked="" 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>Exhibit A</u>

Roll Call

Aye **Nay**

Mayor

M___ S___ **Brubaker** _____

Council Member

M___ S___ **Jeffrey** _____

M___ S___ **Kimmons** _____

M___ S___ **Kyser** _____

M___ S___ **Lucas** _____

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION RECORDING THE DESTRUCTION OF CERTAIN LOCAL GOVERNMENT RECORDS.

WHEREAS, Section 109.255 RSMo. authorizes the Local Records Board to establish minimum retention periods for local government records; and

WHEREAS, the following records have reached their minimum retention period and may be legally destroyed: See the attached records list for the Purchasing and Personnel department; and

WHEREAS, the listed records shall be destroyed by shredding.

NOW, THEREFORE, the destruction of said records is hereby authorized and approved in all respects.

RESOLVED this 7th day of August 2023, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

Exhibit A

Employment Recruitment and Selection Records: GS 062

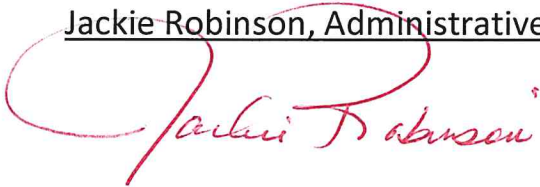
City of Moberly, Missouri

(This form documents the destruction of Employment Recruitment and Selection Records GS 062 in accordance with the State of Missouri Records Retention Schedule). Minimum Retention: 1 year after position filled or recruitment canceled. August 24, 2004.

<u>Description</u>	<u>Date Range</u>	<u>Personnel Files</u>
<u>Unsuccessful Applications</u>	2018-7-19-21	171

Please see the following attachment for description detail.

Jackie Robinson, Administrative Assistant



Date of destruction

07-25-2023

GS 062*Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Employment Recruitment and Selection Records**

Employee Application Files; Applications for Employment

Documents the recruitment and selection of employees. Records may also document the recruitment and selection of contracted service providers such as attorneys, auditors, insurance agents, consultants, and others.

Records may include but are not limited to job announcements and descriptions, applicant lists, applications and resumes, position advertisement records, civil service and other examination records, classification specifications, affirmative action records, interview questions, interview and application scoring notes, applicant background investigation information, letters of reference, civil service records, position authorization forms, certifications of eligible applicants, recruitment summary records (job announcement, position description, documentation relating to the announcement and test, and test items and ratings levels), and related correspondence and documentation.

Retain announcement records, position description, and test and rating records 3 years; Retain unsolicited applications and resumes 6 months if not returned to the solicitor; Retain unsuccessful applications, background checks and other records 1 year after position filled or recruitment canceled.

Destroy securely.

See also: Employee Personnel Records and Employment Eligibility Verification Forms (I-9).

August 24, 2004

GS 063*Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Position Description, Classification, and Compensation Records**

Records document the description, classification, and compensation of jobs and positions.

Usually includes details of duties and responsibilities of each position, time percentage breakdowns of tasks, skills and abilities needed for each position, and related records documenting the development, modification, or redefinition of each job or position. Records often include reports, position descriptions, position evaluations, compensation studies, wage determination surveys, job analyses, interview data, selection criteria, authorizations, agreements, and related records.

3 years after obsolete or superseded

Destroy

August 24, 2004

GS 064*Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Training Records**

Training Materials; Training Program Records

All records associated with or documenting the job-related instruction of employees/officials for job proficiency, enhancement or for the promotion of skill attainment or improvement.

1) Training materials may include, but are not limited to: course descriptions, manuals, textbooks, worksheets, handouts, films, videos, and course outlines. 2) Program records may include but are not limited to: instructor roster and certifications, planning and development documentation, class enrollment and attendance records, and course evaluations. 3) Individual Employee/Official Training Records may include, but are not limited to: name of employee, social security number, date attended, course title, agency or educational institution, hours of credit, test scores, final grades, certificates of training.

1) Training materials, retain one copy until superseded; 2) Program materials, retain 3 years; 3) Individual Employee/Official Training Records, retain 5 years after termination of employment any records not transferred to the employee/official's master Personnel Record

Destroy

Administrators must determine which Individual Employee/Official Training Records should be included in the Employee Personnel Records (GS 026)

August 24, 2005; Revised August 20, 2013

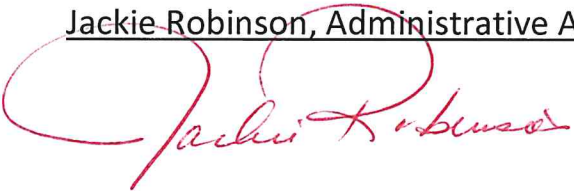
Exhibit A

Correspondence-General: GS 012
City of Moberly, Missouri

(This form documents the destruction of Correspondence General Records GS 012 in accordance with the State of Missouri Records Retention Schedule). Minimum Retention: 1 year and destroy. August 15, 2001; Revised August 23, 2011

<u>Description</u>	<u>Date Range</u>	<u>Correspondence General</u>
<u>Correspondence General</u>	2005-2010	50 pages

Please see the following attachment for description detail.

Jackie Robinson, Administrative Assistant


Date of destruction
07-25-2023

General Records Retention Schedule

Administrative Records

GS 001

Also Called:

Function:

Content:

Minimum Retention:

Disposition:

Note:

Approval Date:

Annual and Special Reports

Summary reports documenting the program or primary activities and accomplishments of the local government unit for the previous year. Often compiled from monthly, quarterly or other subsidiary activity reports, including surveys.

May include: statistics, narratives, graphs, diagrams, and similar information.

Permanent

Archive. Microfilm for preservation

Provides administrative history of the office. Any report read into the official minutes may be destroyed

August 15, 2001

GS 012

Also Called:

Function:

Content:

Minimum Retention:

Disposition:

Note:

Approval Date:

Correspondence - General

Letters, Memoranda, E-mail

Correspondence that pertains to routine matters handled in accordance with existing policies and procedures. Does not contain significant information about office policies or programs.

May include: incoming and outgoing letters, memoranda, notes, acknowledgements, notices, non-Sunshine requests for information or publications, enclosures, and attachments.

1 year

Destroy

See also GS 013 Correspondence-Policy; GS 066 Public Information Requests and Documentation

August 15, 2001; Revised August 23, 2011

GS 012.1

Also Called:

Function:

Content:

Minimum Retention:

Disposition:

Note:

Approval Date:

Correspondence - Transitory

Letters, Memoranda, E-mail

Documents of short-term interest that have no documentary or evidentiary value, which are not included in another record series

May include: correspondence which requires no administrative action, policy decision, special compilation or research; quasi-official notices that do not serve as the basis of official action, such as holiday notices, reminders of charitable campaigns, upcoming events, unsolicited vendor solicitations, etc.

None

Destroy

See also: GS 012 Correspondence-General; GS 013; GS 066

August 25, 2009; Revised August 23, 2011

GS 013

Also Called:

Function:

Content:

Minimum Retention:

Disposition:

Note:

Approval Date:

Correspondence - Policy

Letters, Memoranda, E-mail

Correspondence which state or form the basis of policy, set important precedents or record important events in the operational and organizational history of the governmental body.

May include: incoming and outgoing letters, memoranda, notes, reports, studies, and other records.

Permanent

Archive. Microfilm for preservation

This form of correspondence will come exclusively from elected officials, administrators, managers, or supervisors. See also GS 012; GS 012.1

August 15, 2001; Revised August 23 2011

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#10.

Department: City Clerk

Date: August 7, 2023

Agenda Item: A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

Summary: Through the course of regular City operations, debts to various vendors and agencies are incurred. The majority are charged to the City through invoices, other debts are incurred through contractual arrangements for services, financing of purchases, and long-term debt. This resolution approves payment of two types of items; (1) those with due dates within the next two weeks, and (2) for payments that have been made for items with due dates that occurred since the previous appropriation.

Recommended

Action: Approve this resolution.

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 type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input checked="" 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___ **Jeffrey** _____

M___ S___ **Kimmons** _____

M___ S___ **Kyser** _____

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI TO PAY EXPENSES DUE BETWEEN JULY 18, 2023 AND AUGUST 2, 2023. IN THE AMOUNT OF \$678,728.81.

WHEREAS, the funds are to be disbursed as follows:

General Fund	\$	73,233.89
Non-Resident Lodging Tax Fund	\$	7,100.00
Payroll Fund	\$	44,235.12
Solid Waste Fund	\$	33.61
Parks and Recreation Fund	\$	71,411.00
Airport Fund	\$	25,213.88
Perpetual Care Cemetery Sales Fund	\$	27.00
DNR Grant Fund	\$	4,507.50
Utilities Operating & Maintenance Fund	\$	179,986.43
Capital Improvement Trust Fund	\$	2,985.00
Route JJ Sewer Extension Fund	\$	1,748.75
2021 EDA Grant Projects Fund	\$	7,492.50
2004B SRF Bonds Debt Service Fund	\$	38,112.13
2006A SRF Bonds Debt Service Fund	\$	33,860.03
2004C Bonds Debt Service Fund	\$	26,448.94
ESP Projects Debt Service Fund	\$	135,340.85
Emergency Telephone Fund	\$	7,852.25
Transportation Trust Fund	\$	5,293.67
Street Improvement Fund	\$	5,143.07
Downtown CID Sales Tax Fund	\$	55.50
Downtown CID Property Tax Fund	\$	8,647.69
Total:	\$	678,728.81

NOW, THEREFORE, the Moberly City Council authorizes these expenditures.

RESOLVED the 7th day of August 2023 by the Council of the City Of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

I hereby certify that there is sufficient money standing to the credit of the City of Moberly, Missouri unappropriated in the funds identified in this resolution to meet the requirements of this resolution.

City Treasurer, City of Moberly, Missouri

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

Check Number	Check Issue Date	Vendor Number	Payee	Amount
94042	07/24/2023	10000	2RY ENTERPRISE LLC	550.00
94043	07/24/2023	10019	AGEE, CARL W	464.62
94044	07/24/2023	10026	ALTORFER INC	837.91
94045	07/24/2023	10028	AMEREN MISSOURI	260.17
94046	07/24/2023	10661	ARCTURIS	5,529.73
94047	07/24/2023	10036	ARISTA INFORMATION SYSTEMS INC	3,631.88
94048	07/24/2023	10044	AT&T 5001	1,260.10
94049	07/24/2023	10044	AT&T 5001	4,063.45
94050	07/24/2023	10066	BARTLETT & WEST	5,293.67
94051	07/24/2023	10080	BOB'S TIRE LLC	25.00
94052	07/24/2023	10085	BRATCHERS MARKET	271.46
94053	07/24/2023	10087	BRENDLINGER ENTERPRISES INC	100.00
94054	07/24/2023	10104	CASHION FIRE EQUIPMENT LLC	301.63
94055	07/24/2023	94990	COMPLETE FAMILY MEDICINE	35.00
94056	07/24/2023	10138	CUNNINGHAM VOGEL & ROST PC	1,597.31
94057	07/24/2023	10155	DMC CONCRETE CONSTRUCTION	1,200.00
94058	07/24/2023	10177	FEDERAL EXPRESS	14.93
94059	07/24/2023	10179	FEHLING SMALL ENGINE LLC	503.15
94060	07/24/2023	10182	FIRST STATE COMMUNITY BANK	135,340.85
94061	07/24/2023	10599	FLETCHERS EXCAVATING LLC	1,550.00
94062	07/24/2023	10249	INOVATIA LABORATORIES LLC	243.05
94063	07/24/2023	10729	INTERNATIONAL DATA BASE CORPORATION	4,000.00
94064	07/24/2023	10259	JOHN DEERE FINANCIAL	1,192.46
94065	07/24/2023	10293	MARK TWAIN REGIONAL COUNCIL OF GOVERNME	4,611.42
94066	07/24/2023	10730	MEYER ELECTRIC CO INC	2,597.76
94067	07/24/2023	10316	MFA OIL COMPANY	4,879.79
94068	07/24/2023	10631	MIDWAY HAULING	2,693.27
94069	07/24/2023	10322	MIDWEST ENVIR CONSULTANTS INC	184.00
94070	07/24/2023	97545	MINSHALL, ROBERT	639.47
94071	07/24/2023	10361	MOBERLY LUMBER INC	740.92
94072	07/24/2023	10374	NAPA AUTO PARTS OF MOBERLY	1,460.12
94073	07/24/2023	10375	NEMO ELECTRIC CO INC	2,536.50
94074	07/24/2023	10731	ON TARGET AMMUNITION LLC	2,835.00
94075	07/24/2023	10397	PERSONNEL EVALUATION INC	50.00
94076	07/24/2023	10410	PRO PUMPING & HYDROJETTING LLC	3,595.00
94077	07/24/2023	10416	R P LUMBER COMPANY INC	162.45
94078	07/24/2023	10430	REMOLE COATINGS LLC	955.00
94079	07/24/2023	10476	SOCKET	3,619.52
94080	07/24/2023	99478	TRUSTEE, LYNNIE	75.57
94081	07/24/2023	10519	UNIFIRST CORPORATION	139.23
94082	07/24/2023	10529	USA BLUE BOOK	2,131.63
94083	07/24/2023	10534	VANDEVANter ENGINEERING INC	7,350.00
94084	07/24/2023	10558	WETMORE, SCOTT	840.00
94086	07/28/2023	10004	A & A outhouses & Pumping LLC	125.00
94087	07/28/2023	10013	ABAN PEST CONTROL INC	215.00
94088	07/28/2023	93985	AERZEN USA CORP	2,954.96
94089	07/28/2023	10027	AMAZON CAPITAL SERVICES	1,484.11
94090	07/28/2023	10028	AMEREN MISSOURI	297.09
94091	07/28/2023	10040	ARROW ENERGY INC	18,353.79
94092	07/28/2023	10044	AT&T 5001	1,695.57
94093	07/28/2023	94279	BATTERY OUTFITTERS	261.14
94094	07/28/2023	10088	BRENNTAG MID SOUTH INC	22,984.60
94095	07/28/2023	10095	BUTLER SUPPLY INC	39.65

Check Number	Check Issue Date	Vendor Number	Payee	Amount
94096	07/28/2023	10105	CASON BUILDING MAINTENANCE INC	2,463.70
94097	07/28/2023	10127	CORE & MAIN LP	3,884.98
94098	07/28/2023	10141	DA-COM COLUMBIA LLC	215.80
94099	07/28/2023	10176	FASTENAL COMPANY	399.22
94100	07/28/2023	10179	FEHLING SMALL ENGINE LLC	141.03
94101	07/28/2023	10732	FOLEY, CARLYLE	8,000.00
94102	07/28/2023	10194	FUSION TECHNOLOGY LLC	589.00
94103	07/28/2023	10197	GALLS LLC	353.86
94104	07/28/2023	10733	GREEN, JULIE	3,618.50
94105	07/28/2023	96184	HAUSER ELECTRIC CO INC	5,697.00
94106	07/28/2023	96500	IDEMIA IDENTITY & SECURITY LLC	328.00
94107	07/28/2023	10269	L & J DEVELOPMENT INC	8,740.00
94108	07/28/2023	10284	M&M GOLF CARS LLC	880.00
94109	07/28/2023	10330	MISSOURI DEPARTMENT OF CORRECTIONS	825.00
94110	07/28/2023	10348	MISSOURI STATE HIGHWAY PATROL	225.00
94111	07/28/2023	10362	MOBERLY MONITOR INDEX	40.00
94112	07/28/2023	10735	MORAN, APRIL	301.28
94113	07/28/2023	10734	OES INC	170.00
94114	07/28/2023	10395	PEPSI-COLA	1,525.98
94115	07/28/2023	10424	RANDOLPH COUNTY RECORDER	27.00
94116	07/28/2023	10470	SIDENER ENVIRONMENTAL INC	245.13
94117	07/28/2023	10485	STAPLES	2,115.63
94118	07/28/2023	10521	UNITED RENTALS NORTH AMERICA INC	844.59
94119	07/28/2023	10525	UNITED WAY	1,105.32
94120	07/28/2023	10527	US CELLULAR	418.64
94121	07/28/2023	99588	VERMEER SALES&SERVICE M.I. INC	888.40
94122	07/28/2023	10566	WILLIS, MARK	1,500.00
94123	07/28/2023	10569	WIRELESS USA	557.35
94124	07/28/2023	10573	WOOGEDY LLC	104.50
94125	07/31/2023	10524	UNITED STATES TREASURY	681.00
94126	08/02/2023	10000	2RY ENTERPRISE LLC	112.50
94127	08/02/2023	10015	ADVANCED TURF SOLUTIONS	438.47
94128	08/02/2023	10027	AMAZON CAPITAL SERVICES	1,249.41
94129	08/02/2023	10051	AUTOZONE INC	25.79
94130	08/02/2023	10061	BANNER FIRE EQUIPMENT INC	1,261.75
94131	08/02/2023	10064	BARR ENGINEERING COMPANY	9,540.00
94132	08/02/2023	10736	BENNETT'S BOUJEE BITES	195.00
94133	08/02/2023	10742	BIG SHOT	2,000.00
94134	08/02/2023	10741	BUGG, ETHAN	90.00
94135	08/02/2023	10095	BUTLER SUPPLY INC	714.27
94136	08/02/2023	10738	C & H COUNTY CAFE	210.00
94137	08/02/2023	10098	CAPITAL ONE	1,643.27
94138	08/02/2023	10104	CASHION FIRE EQUIPMENT LLC	905.57
94139	08/02/2023	10119	CLEAVINGER, HADLEY	30.00
94140	08/02/2023	10121	COE EQUIPMENT	1,626.32
94141	08/02/2023	94990	COMPLETE FAMILY MEDICINE	575.00
94142	08/02/2023	10127	CORE & MAIN LP	9,395.89
94143	08/02/2023	10739	DOMINO'S PIZZA	15.00
94144	08/02/2023	10160	ED M FELD EQUIPMENT	2,278.50
94145	08/02/2023	10702	ENGEL, JACKSON	30.00
94146	08/02/2023	95593	ESRY, DANIEL	640.00
94147	08/02/2023	10176	FASTENAL COMPANY	324.47
94148	08/02/2023	10179	FEHLING SMALL ENGINE LLC	105.00
94149	08/02/2023	10703	FLETCHER, CARSON	55.00
94150	08/02/2023	95752	FOSTER BROS. WOOD PRODUCTS INC	1,705.50
94151	08/02/2023	10194	FUSION TECHNOLOGY LLC	179.99
94152	08/02/2023	10197	GALLS LLC	1,127.60

Check Number	Check Issue Date	Vendor Number	Payee	Amount
94153	08/02/2023	10200	GATEHOUSE MEDIA MISSOURI HOLDING INC	100.10
94154	08/02/2023	10718	GRAY DESIGN GROUP	2,250.00
94155	08/02/2023	10223	HAWKINS INC	9,405.25
94156	08/02/2023	10740	HOSS & BROWN ENGINEERS, INC.	1,200.00
94157	08/02/2023	10240	HUNTSVILLE MACHINE LLC	90.00
94158	08/02/2023	10244	HYDRO KINETICS	1,509.00
94159	08/02/2023	10254	JACOBS ENGINEERING GROUP INC	11,855.00
94160	08/02/2023	10743	KIRBY SNACKS	15.00
94161	08/02/2023	10294	MARTECK	300.00
94162	08/02/2023	97258	MARTIN, TAYLOR	156.00
94163	08/02/2023	10704	MARTIN, WILLIAM	380.00
94164	08/02/2023	10339	MISSOURI PARK AND RECREATION ASOCIATION	5,236.00
94165	08/02/2023	97605	MITCHELL, COLBY	35.00
94166	08/02/2023	97610	MITCHELL, TRAVIS	35.00
94167	08/02/2023	10353	MO DEPARTMENT OF NATURAL RESOURCES	2,800.00
94168	08/02/2023	10353	MO DEPARTMENT OF NATURAL RESOURCES	33,843.75
94169	08/02/2023	10357	MOBERLY AREA CHAMBER OF COMMERCE	7,100.00
94170	08/02/2023	10362	MOBERLY MONITOR INDEX	115.00
94171	08/02/2023	10363	MOBERLY MOTOR COMPANY	36.08
94172	08/02/2023	10372	MUTTER FARMS LLC	4,134.92
94173	08/02/2023	10389	PALMATORY'S	173.75
94174	08/02/2023	10395	PEPSI-COLA	1,987.45
94175	08/02/2023	10398	PEST PRO SOLUTIONS INC	170.00
94176	08/02/2023	10401	PLUMB SUPPLY COMPANY-MOBERLY	171.84
94177	08/02/2023	98155	POEPPING STONE BACH & ASSOCIATES INC	371.25
94178	08/02/2023	10419	RANDOLPH COUNTY SURVEYING	1,300.00
94179	08/02/2023	10440	ROTARY CLUB OF MOBERLY	1,032.00
94180	08/02/2023	10459	SCHULTE SUPPLY INC	4,952.89
94181	08/02/2023	10705	SCOTT, KATELYN	180.00
94182	08/02/2023	10466	SENTINEL EMERGENCY SOLUTIONS	67.65
94183	08/02/2023	10485	STAPLES	824.04
94184	08/02/2023	10501	THOMAS HILL PUBLIC WATER SUPPLY	80.41
94185	08/02/2023	10607	T-MOBILE	2,391.11
94186	08/02/2023	10508	TOWN & COUNTRY ABSTRACT CO	100.00
94187	08/02/2023	10716	TRACY, RYAN	135.00
94188	08/02/2023	10519	UNIFIRST CORPORATION	279.64
94189	08/02/2023	10520	UNITED FIRST AID & SAFETY LLC	179.98
94190	08/02/2023	99523	UNITED INDUSTRIES INC	2,987.72
94191	08/02/2023	10529	USA BLUE BOOK	2,526.97
94192	08/02/2023	10533	VALIC	1,065.00
94193	08/02/2023	10715	WALES, ADDI	113.00
94194	08/02/2023	10573	WOOGEDY LLC	111.99
94195	08/02/2023	10578	ZAMKUS AND ASSOCIATES LLC	2,000.00
94196	08/02/2023	10580	ZURCHER TIRE INC	1,425.00
20230720	07/20/2023	10335	MISSOURI DEPARTMENT OF REVENUE 840	2,125.65 M
20230724	07/24/2023	10060	BANKCARD SERVICES	18,537.73 M
20230724	07/25/2023	10517	UMB BANK	98,421.10 M
20230726	07/26/2023	10028	AMEREN MISSOURI	58,454.07 M
202302308	07/24/2023	10169	ENTERPRISE FLEET MANAGEMENT TRUST	11,558.53
202302309	07/24/2023	10189	FRANCOTYP-POSTALIA INC	210.00
202302310	08/02/2023	10336	MISSOURI LAGERS	42,064.80
Grand Totals:				678,728.81

Summary by General Ledger Account Number

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
100.000.1600	1,296.21	.00	1,296.21
100.000.1601	491.97	.00	491.97
100.000.2000	1,925.79	75,159.68-	73,233.89-
100.000.2305	10.00	.00	10.00
100.001.5211	72.31	.00	72.31
100.001.5403	19.99	.00	19.99
100.002.5202	40.00	.00	40.00
100.002.5211	35.97	.00	35.97
100.003.5200	307.93	.00	307.93
100.003.5211	36.67	.00	36.67
100.003.5402	1,275.00	.00	1,275.00
100.003.5403	29.98	.00	29.98
100.003.5406	2,000.00	.00	2,000.00
100.003.5807	341.42	.00	341.42
100.004.5700	1,541.81	.00	1,541.81
100.005.5200	45.67	.00	45.67
100.005.5211	180.84	.00	180.84
100.005.5212	175.10	.00	175.10
100.005.5402	455.00	.00	455.00
100.005.5403	199.98	.00	199.98
100.005.5418	647.98	.00	647.98
100.005.5419	29.00	.00	29.00
100.006.5211	35.97	.00	35.97
100.007.5107	1,339.22	.00	1,339.22
100.007.5200	1,059.16	135.17-	923.99
100.007.5203	14.93	.00	14.93
100.007.5206	36.00	.00	36.00
100.007.5208	144.98	.00	144.98
100.007.5209	843.21	.00	843.21
100.007.5211	233.17	.00	233.17
100.007.5217	99.79	.00	99.79
100.007.5220	3,741.88	.00	3,741.88
100.007.5306	225.00	.00	225.00
100.007.5307	467.85	.00	467.85
100.007.5308	1,619.75	.00	1,619.75
100.007.5311	328.00	.00	328.00
100.007.5403	359.66	.00	359.66
100.007.5406	70.00	.00	70.00
100.007.5503	215.80	.00	215.80
100.007.5806	88.99	.00	88.99
100.007.5807	14.50	.00	14.50
100.008.5107	733.49	.00	733.49
100.008.5200	919.48	.00	919.48
100.008.5201	90.80	.00	90.80
100.008.5203	113.57	.00	113.57
100.008.5204	128.24	.00	128.24
100.008.5206	513.89	.00	513.89
100.008.5209	900.22	.00	900.22
100.008.5211	356.98	.00	356.98
100.008.5212	80.00	.00	80.00
100.008.5300	64.99	.00	64.99
100.008.5307	89.50	.00	89.50
100.008.5308	773.91	.00	773.91
100.008.5309	1,350.96	.00	1,350.96
100.008.5311	3,513.42	.00	3,513.42
100.008.5402	1,411.01	.00	1,411.01
100.008.5403	109.87	.00	109.87

GL Account	Debit	Credit	Proof
100.008.5406	259.00	.00	259.00
100.008.5507	799.55	.00	799.55
100.008.5806	248.99	.00	248.99
100.009.5200	533.90	.00	533.90
100.009.5205	124.61	.00	124.61
100.009.5211	232.73	.00	232.73
100.009.5217	25.61	.00	25.61
100.009.5300	2,418.04	1,558.71-	859.33
100.009.5309	599.62	.00	599.62
100.009.5310	2,145.58	231.91-	1,913.67
100.009.5311	193.07	.00	193.07
100.009.5406	447.50	.00	447.50
100.010.5200	43.92	.00	43.92
100.010.5205	1,055.71	.00	1,055.71
100.010.5209	125.90	.00	125.90
100.010.5211	75.05	.00	75.05
100.010.5406	1,962.50	.00	1,962.50
100.011.5200	31.68	.00	31.68
100.011.5204	200.98	.00	200.98
100.011.5406	2,323.70	.00	2,323.70
100.011.5507	768.69	.00	768.69
100.012.5209	65.10	.00	65.10
100.012.5211	35.97	.00	35.97
100.013.5203	210.00	.00	210.00
100.013.5209	251.80	.00	251.80
100.013.5210	13,167.79	.00	13,167.79
100.013.5211	1,977.06	.00	1,977.06
100.013.5403	4,000.00	.00	4,000.00
100.013.5404	4,611.42	.00	4,611.42
100.013.5805	681.00	.00	681.00
100.013.5806	1,279.42	.00	1,279.42
100.013.5808	1,544.00	.00	1,544.00
100.014.5204	124.28	.00	124.28
100.016.5807	721.55	.00	721.55
100.019.5209	43.24	.00	43.24
100.020.5204	71.25	.00	71.25
100.020.5209	203.45	.00	203.45
100.020.5406	210.00	.00	210.00
100.021.5406	25.00	.00	25.00
102.000.2000	.00	7,100.00-	7,100.00-
102.000.5406	7,100.00	.00	7,100.00
105.000.2000	.00	44,235.12-	44,235.12-
105.000.2603	2,170.32	.00	2,170.32
105.000.5102	42,064.80	.00	42,064.80
110.000.2000	.00	33.61-	33.61-
110.033.5209	33.61	.00	33.61
115.000.2000	1,066.90	72,477.90-	71,411.00-
115.040.5200	2,968.16	.00	2,968.16
115.040.5204	22.30	.00	22.30
115.040.5209	1,300.61	.00	1,300.61
115.040.5211	75.05	.00	75.05
115.040.5300	334.44	.00	334.44
115.040.5406	50.00	.00	50.00
115.041.5200	533.65	17.98-	515.67
115.041.5204	693.86	.00	693.86
115.041.5205	2,309.99	.00	2,309.99
115.041.5206	104.50	.00	104.50

GL Account	Debit	Credit	Proof
115.041.5209	2,832.17	.00	2,832.17
115.041.5211	111.02	.00	111.02
115.041.5300	4,428.92	953.12-	3,475.80
115.041.5305	1,705.50	.00	1,705.50
115.041.5309	8.52	.00	8.52
115.041.5311	2,198.97	95.80-	2,103.17
115.041.5406	1,945.00	.00	1,945.00
115.041.5507	1,881.15	.00	1,881.15
115.042.5200	823.53	.00	823.53
115.042.5204	531.37	.00	531.37
115.042.5206	140.98	.00	140.98
115.042.5207	4,357.00	.00	4,357.00
115.042.5209	4,095.65	.00	4,095.65
115.042.5211	39.28	.00	39.28
115.042.5219	147.62	.00	147.62
115.042.5300	3,048.36	.00	3,048.36
115.042.5311	3,190.00	.00	3,190.00
115.042.5406	1,375.00	.00	1,375.00
115.043.5200	435.00	.00	435.00
115.043.5214	1,849.59	.00	1,849.59
115.044.5200	88.17	.00	88.17
115.044.5201	595.56	.00	595.56
115.044.5203	35.93	.00	35.93
115.044.5209	203.45	.00	203.45
115.044.5211	72.43	.00	72.43
115.044.5212	366.85	.00	366.85
115.044.5406	1,384.26	.00	1,384.26
115.044.5416	5,236.00	.00	5,236.00
115.044.5507	563.22	.00	563.22
115.044.5807	361.44	.00	361.44
115.045.5200	36.72	.00	36.72
115.045.5204	40.29	.00	40.29
115.045.5215	4,127.63	.00	4,127.63
115.048.5200	577.29	.00	577.29
115.048.5204	65.38	.00	65.38
115.048.5207	54.75	.00	54.75
115.048.5209	5,541.08	.00	5,541.08
115.048.5211	125.32	.00	125.32
115.048.5214	749.53	.00	749.53
115.048.5300	54.69	.00	54.69
115.048.5305	208.16	.00	208.16
115.048.5311	5,890.23	.00	5,890.23
115.048.5406	2,066.50	.00	2,066.50
115.048.5507	495.83	.00	495.83
120.000.2000	.00	25,213.88-	25,213.88-
120.000.5200	28.60	.00	28.60
120.000.5204	75.39	.00	75.39
120.000.5205	18,447.06	.00	18,447.06
120.000.5209	672.05	.00	672.05
120.000.5211	169.27	.00	169.27
120.000.5300	129.93	.00	129.93
120.000.5311	41.50	.00	41.50
120.000.5319	468.50	.00	468.50
120.000.5406	184.00	.00	184.00
120.000.5804	2,125.65	.00	2,125.65
120.000.5805	2,800.00	.00	2,800.00
120.000.5812	71.93	.00	71.93

GL Account	Debit	Credit	Proof
125.000.2000	.00	27.00-	27.00-
125.000.4814	27.00	.00	27.00
136.000.2000	.00	4,507.50-	4,507.50-
136.161.5408	4,507.50	.00	4,507.50
301.000.2000	218.26	180,204.69-	179,986.43-
301.110.5200	18.42	.00	18.42
301.110.5201	15.91	.00	15.91
301.110.5202	99.98	.00	99.98
301.110.5206	75.57	.00	75.57
301.110.5211	229.57	.00	229.57
301.110.5403	8,740.00	.00	8,740.00
301.110.5404	33,843.75	.00	33,843.75
301.110.5507	325.43	.00	325.43
301.110.5700	8,146.05	.00	8,146.05
301.110.5807	44.42	.00	44.42
301.110.5810	300.00	.00	300.00
301.112.5200	281.52	.00	281.52
301.112.5202	2,494.98	.00	2,494.98
301.112.5203	1,136.90	.00	1,136.90
301.112.5204	146.08	.00	146.08
301.112.5209	15.94	.00	15.94
301.112.5211	949.22	.00	949.22
301.112.5213	8,988.85	.00	8,988.85
301.112.5217	106.30	.00	106.30
301.112.5300	94.25	.00	94.25
301.112.5309	126.84	.00	126.84
301.112.5311	1,626.32	.00	1,626.32
301.112.5313	12,945.87	.00	12,945.87
301.112.5314	250.00	.00	250.00
301.112.5406	122.00	.00	122.00
301.112.5412	1,321.98	.00	1,321.98
301.112.5507	2,804.55	.00	2,804.55
301.112.5806	34.90	.00	34.90
301.113.5201	20,593.68	.00	20,593.68
301.113.5204	134.70	67.35-	67.35
301.113.5207	7,662.65	150.00-	7,512.65
301.113.5209	4,917.64	.00	4,917.64
301.113.5211	133.63	.00	133.63
301.113.5216	2,526.97	.00	2,526.97
301.113.5300	84.24	.00	84.24
301.113.5311	3,685.50	.00	3,685.50
301.113.5316	261.14	.00	261.14
301.113.5406	244.00	.00	244.00
301.113.5507	883.06	.00	883.06
301.114.5201	98.85	.00	98.85
301.114.5205	.00	.91-	.91-
301.114.5206	71.98	.00	71.98
301.114.5209	23,862.30	.00	23,862.30
301.114.5211	169.42	.00	169.42
301.114.5216	2,131.63	.00	2,131.63
301.114.5217	127.75	.00	127.75
301.114.5303	2,350.46	.00	2,350.46
301.114.5304	6,435.23	.00	6,435.23
301.114.5309	193.92	.00	193.92
301.114.5310	2,991.46	.00	2,991.46
301.114.5311	92.13	.00	92.13
301.114.5406	7,385.00	.00	7,385.00

GL Account	Debit	Credit	Proof
301.114.5417	243.05	.00	243.05
301.114.5507	800.54	.00	800.54
301.115.5209	16.53	.00	16.53
301.115.5211	35.97	.00	35.97
301.115.5300	1,200.00	.00	1,200.00
301.115.5404	177.00	.00	177.00
301.115.5406	5,032.50	.00	5,032.50
301.115.5807	205.00	.00	205.00
301.115.5810	63.90	.00	63.90
301.115.5816	107.26	.00	107.26
304.000.2000	.00	2,985.00-	2,985.00-
304.000.5408	2,985.00	.00	2,985.00
314.000.2000	.00	1,748.75-	1,748.75-
314.000.5408	371.25	.00	371.25
314.186.5408	619.88	.00	619.88
314.187.5408	413.25	.00	413.25
314.188.5408	344.37	.00	344.37
350.000.2000	.00	7,492.50-	7,492.50-
350.180.5408	3,125.00	.00	3,125.00
350.181.5408	260.00	.00	260.00
350.182.5408	1,585.00	.00	1,585.00
350.183.5408	1,742.50	.00	1,742.50
350.184.5408	780.00	.00	780.00
377.000.2000	.00	38,112.13-	38,112.13-
377.000.5500	38,112.13	.00	38,112.13
378.000.2000	.00	33,860.03-	33,860.03-
378.000.5406	6,583.38	.00	6,583.38
378.000.5500	27,276.65	.00	27,276.65
379.000.2000	.00	26,448.94-	26,448.94-
379.000.5500	26,448.94	.00	26,448.94
381.000.2000	.00	135,340.85-	135,340.85-
381.000.5500	135,340.85	.00	135,340.85
400.000.2000	.00	7,852.25-	7,852.25-
400.000.5107	145.43	.00	145.43
400.000.5211	7,706.82	.00	7,706.82
600.000.2000	.00	5,293.67-	5,293.67-
600.158.5408	5,293.67	.00	5,293.67
601.000.2000	.00	5,143.07-	5,143.07-
601.000.5302	202.53	.00	202.53
601.000.5502	2,704.03	.00	2,704.03
601.000.5507	2,236.51	.00	2,236.51
911.000.2000	.00	55.50-	55.50-
911.000.5700	55.50	.00	55.50
912.000.2000	.00	8,647.69-	8,647.69-
912.000.5406	7,344.94	.00	7,344.94
912.000.5806	1,302.75	.00	1,302.75
Grand Totals:	685,150.71	685,150.71-	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#11.

Department: Administration

Date: August 7, 2023

Agenda Item: Consideration Of A Motion To Move The September 4, 2023, City Council Meeting To September 5, 2023.

Summary: City Hall will be closed September 4, in observation of Labor Day. We ask that the City Council meeting be held the following day, September 5, 2023, at 6:00 p.m., per historical procedures.

Recommended

Action: Motion, second and vote.

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 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___ **Kyser**

M___ S___ **Jeffrey**

Passed

Failed

City of Moberly

City Council Agenda Summary

Agenda Number: #12.
Department: Administration
Date: August 7, 2023

Agenda Item: A Proposal From The Tourism Advisory Commission.

Summary: At the June 13, 2023, Moberly Tourism Commission meeting the following proposal was reviewed and recommended for approval by the Commission.

A proposal from Randolph County Community Education for the Craft Fair. They are requesting \$888 for social media marketing, radio ads, banners, and flyers. After a brief discussion, the board made a motion to approve this sponsorship for \$300 for increasing the marketing to outside a 40-mile radius.

Recommended

Action: Approve this proposal.

Fund Name: Non-Resident Lodging Tax Fund

Account Number: 102.000.5502

Available Budget \$: 1,500.00

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input checked="" 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

City of

Moberly!Name of Organization: Randolph County Family & Community Education Date: _____Contact Person: Betty MayoAddress: 3282 C.R. 2130, Huntsville, MO 65259 Telephone: 660-277-4712/678-2560Date of Event: Nov. 10-11 '23 Name of Event: Craft and Gift Show**How Event Promotes Tourism in Moberly**

What are the specific, measurable Tourism benefits your event or capital project produces?

See Sheet enclosed We would like to ask for 1000⁰⁰ grant

How does your event promote tourism, conventions, and other events within the city?

There were 26 other Town from Missouri other than Moberly.
plus 2 vendors from out of state

How does your event attract non-residents?

By ads in magazines, newspapers, radio stations, TV stations,
flyers, word of mouth, personal interviews on radios.

If your application were accepted, how would the tourism funds granted be used? (If marketing, fill out itemized marketing budget)

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 the best of my knowledge.

Name (Please Print): Betty MayoSignature: Betty MayoDate: 5-23 Title or Office Held: President

Thank you on behalf of Randolph County Family and Community Education. Betty Mayo, craft show chairman.

The following is what the Randolph County Family & Community Education does with the proceeds of this show. We are a non-profit organization. Our main goal is education for all ages.

- One \$500 scholarship is given to a high school senior in each of the 4 high schools in Randolph County.
- Four \$500 scholarships are given to students of the New Traditions Program at the Moberly Area Community College. This program is for anyone of any age and from anywhere.
- Support the 4-H program. \$100
- Support our military (especially the overseas military and families), veterans and honor flight.
- Partnership with the Missouri University Extension of Randolph County in educational projects such as babysitting/child care clinic, Farm Tours and etc. approximately \$250
- Literacy projects for school students in the county especially the national FCE contest for 4th graders called 4th Grade Essay/artwork on a word of Character Counts. The words are Trustworthiness, Fairness, Caring, Responsibility, Respect and Citizenship. \$100
- We did sponsor the annual "Kids make it for Christmas" project each year for 39 years where children came from all over the area even from Jefferson City, Kansas City and etc. and made gifts for their family, friends and teachers which was a four-to-five-hour event. As of 2021 we are having a shorter version from 10 to 12 at the annual craft show in November which we are calling "Crafts on the Stage for Children".
- Participate in helping furnish lunch for the Junior class of the four high schools in the county for the Rotary Club's Government Day where the students tour the Randolph County courthouse and the Westran District Fire Department located in Huntsville and where the students eat lunch and have a special speech delivered by the circuit judge. \$100
- Participated in the annual Child Advocacy Day held in the spring in Jefferson City at the capital and the Truman Building where we talk with the legislators about the issues and concerns of children.
- Hold an International Night with program on a foreign country presented by either a missionary, someone from that country or person studying the country to give the program.
- Membership Night: invite others to come and enjoy a fun evening of fun and learning what our organization is about.
- Various educational projects and programs in the county, region and state. We are a member of the state and national Family & Community Education organization
- We rent this Moberly Area Community College Activity Center for the two days which is \$950.
- We donate \$200 to helpers of a non-profit organization to help at the entry tables to take the fee.
- Donate to the Safe Passage Home with various items needed to run the home.
- These are the reasons we charge shoppers \$2 each (ages 13 and older) to come to our show.

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	Missouri Life Magazine	300 ⁰⁰	
"	Moberly Daily Newspaper	240 ⁰⁰	
"	Kwix, KRes, Kirk, KRee radio	181. ⁰⁰ 181	
"	KWWR Radio	168 ⁰⁰	
"	Rural Missouri Magazine	free	
"			
Donation	Madison Cheerleaders	200 ⁰⁰	
	TOTAL	889 ⁰⁰	

2022 FCE CRAFT SHOW ADVERTISING

Missouri Life	\$ 300.00
Moberly Monitor Index	240.00
Alpha Media - KWIX	106.00
KWWR Mexico Radio	168.00
Alpha Media - KRES	75.00
	<hr/>
TOTAL	\$ 889.00
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Income and Expense Report for 2022 Fall Craft Show

AS OF 02/22/23

INCOME		EXPENSES	
Booth Rents	\$3,195.00	Advertising	948.00
Door Receipts	\$1,424.00	MACC Rent	950.00
Start Up Cash (door)	\$375.00	Start Up Cash (door)	375.00
Tourism Grant		Donation to Madison	200.00
		Postage & Copies	
Total Income	\$4,994.00	Total Expenses	2,473.00
Net Income	\$2,521.00		

Calendar Year 2022 Randolph County FCE:

Income: \$6,034.00

Expenses: -8,265.25

**Minutes of Meeting
Tourism Advisory Committee
June 13, 2023
9:00 AM**

The Tourism Advisory Commission for the City of Moberly met in a regular session on Tuesday, June 13, 2023 at 9 :00 a.m. in the Conference Room at City Hall. The meeting was called to order by Chairman, Tom Sanders.

Members Present: **Janie Riley**
 Ryan Blackwell
 Jonique Barnett

City Staff Attending: **Tom Sanders, Dir. Of Comm. Dev.**
 Shirley Olney, Executive Assistant

Members Absent: **John Kimmons-City Council liaison**

Visitors: **Michelle Westhues**
 Sarah Graff
 Mark Fischer

Tom Sanders opened the meeting at 9:00 AM. One member was absent from the meeting.

The minutes from the May 9, 2023, meeting was reviewed. Tom Sanders asked if there were any corrections. Janie Riley made a motion to approve these minutes as presented. Ryan Blackwell seconded the motion. Motion carried.

Mr. Sanders asked if there was any new business. There being none for discussion moved onto the next item on the agenda.

Mr. Sanders moved to first item under old business “Review of Proposals”. Michelle Westhues noted that one proposal was received from Betty Mayo- Randolph County Randolph County Family & Community Education. After a brief discussion on this event the board approved fund of only \$300 that would go towards her increasing advertising on Facebook/Instagram marketing only to reach more people out of town and target outside a 40 miles radius. Mr. Blackwell made a motion to approve. Ms. Riley seconded the motion. All was in favor.

Mr. Sanders moved to the second item on the agenda “Update from Moberly Chamber of Commerce on Tourism Activities”. Ms. Westhues presented to the board the May report for social media stats.

Mr. Sanders moved to the third item on the agenda “information on Account Balance of the Lodging Tax”. Mr. Sander review the amount of funds in the two accounts with the board.

Tom Sanders asked if there was anything else to be brought before the Commission. Mr. Fischer noted that the Missouri Film Festival Bureau will be in Moberly on September 9th to tour the town for locations of filming. Ms. Graff stated that at the last meeting she mentioned the Omar Bradley museum, and was wondering if there was any updates or any new information. Mr. Sanders will get with Mr. Crane this matter. Mr. Sanders asked if there was anything further. There being no other business Ryan Blackwell made a motion to adjourn. Janie Riley seconded the motion to adjourn. Meeting adjourned.

Next meeting schedule for July 11, 2023.