

A G E N D A
WORK SESSION MEETING
City of Moberly
April 18, 2022
6:00 PM

Requests, Ordinances, and Miscellaneous

1. A Request From The Moberly Chamber Of Commerce For The Closing Of Certain Streets In The Downtown Area In Support Of The Annual 2022 Junk Junktion And Gus Macker On September 17 And 18, 2022 And To Hang A Banner On The Rollins Street Overpass.
2. A Request From The Moberly Police Department To Purchase Ballistic Shields From Hardwire.
3. A Request From Moberly Police Department To Purchase Three (3) APX4500 Radios.
4. A Request From Moberly Rotary, Altrusa Club, Fraternal Order Of Eagles And Knights Of Columbus To Hold The 16th Annual Railroad Days In Downtown Moberly June 15-18, 2022, And The Closing Of Certain Streets In The Downtown Area, And To Hang A Banner On The Rollins Street Overpass from June 12-20, 2022.
5. A Request From Safe Passage To Hold Their Annual Taste Of Missouri Wine Stroll On August 13, 2022.
6. Receipt Of Bids For A 10HP 120 Gallon Air Compressor For The Street Barn Shop.
7. Receipt Of Bids For The 2022 Street Improvement Micro Seal Project.
8. An Ordinance Approving An Intergovernmental Cooperation Agreement For The Operation Of A Farmers' Market At The Fennel Complex; And Providing Further Authority (The "Ordinance").
9. An Ordinance Approving A Promotional Services Agreement; And Providing Further Authority (The "Ordinance").
10. An Ordinance Approving a Cooperation Agreement for Special Events Funding; And Providing Further Authority (The "Ordinance").
11. A Resolution Authorizing A Consent To Assignment Of The Agreement Between The City And Cox /McLain Environmental Consulting Services, Inc.

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: Police
Date: April 18, 2022

Agenda Item: A Request From Moberly Chamber Of Commerce For The Closing Of Certain Streets In The Downtown Area In Support Of The 2022 Junk Junktion & Gus Macker On September 17 And 18, 2022.

Summary: Moberly Area Chamber of Commerce is requesting permission to hold the 2022 Junk Junktion and Gus Macker Street basketball tournament on September 18 and 19, 2022, in the Depot District in downtown Moberly. They also request street closures, prohibited parking on some streets and parking lots beginning on Thursday Sept. 15 at 6:00pm, use of municipal parking lots and a beer garden on N 5th Street for Sept. 17th and 18th, 2022. See attached request letter from Moberly Chamber of Commerce, Meghan Schmitt, and the attached map.

Recommended Action Approve the request

Fund Name: CIP

Account Number:

Available Budget \$:

ATTACHMENTS:

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

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Kyser** _____

M___ S___ **Lucas** _____

Passed Failed



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

Date here, 2022

To: City of Moberly

RE: Junk Junktion & Gus Macker – Saturday, September 17, 2022 & Sunday, September 18, 2022

Moberly Area Chamber of Commerce would like to request the following:

1. Permission to hold:
 - The Gus Macker Basketball Tournament on North Williams from Rollins to Coates Street and the parking lot directly West of the Moberly Municipal Auditorium, the Moberly Municipal parking lot on Saturday, September 17th and Sunday, September 18th.
 - Junk Junktion Vintage Vendor Market on the 100, 200, 300, 400 & 500 blocks of W Reed Street on Saturday, September 17 & Sunday, September 18th.
 - YMCA / Moberly Parks & Recreation "Family Fun Zone" in the Moberly Parks and Recreation parking lot on the corner of N Clark & W Reed Saturday, September 17th and Sunday, September 18th.
 - JROTC Patriot Car Show on 4th Street Saturday, September 17th.
 - Food & beer garden on N 5th Street Saturday, September 17th and Sunday, September 18th.
2. Permission to close the following streets from 5:00am on Saturday, September 17th to 7:00 pm on Sunday, September 18th:
 - The 100, 200, 300, 400 & 500 blocks of W Reed Street
 - 4th Street from Rollins to Coates Street
 - 5th Street from Rollins to Coates Street
 - Moberly Parks and Recreation Parking Lot on the corner of N Clark & W Reed St
 - The Depot Park parking lot
3. Permission to close the following streets on Thursday, September 15th at 6:00pm through Sunday, September 18th at 7:00pm
 - N Williams from Rollins to Coates Street
 - The parking lot directly West of the Moberly Municipal Auditorium
4. Permission to close N Clark Street from Coates to Rollins St as well as the 200 & 300 blocks of W Coates Street for emergency access only from 5:00am on Saturday, September 17th to 7:00 pm on Sunday, September 18th
5. Permission to prohibit parking on the following streets from 5:00am on Saturday, September 17th to 7:00 pm on Sunday, September 18th:
 - In the 100, 200, 300, 400 & 500 blocks of Reed Street
 - 4th Street from Rollins to Coates Street
 - 5th Street from Rollins to Coates Street
 - Depot Park Parking Lot
 - Moberly Parks and Recreation parking lot on the corner of N Clark & W Reed
 - Food & beer garden on N 5th Street
6. Permission to prohibit parking on the following streets from Thursday, September 15th at 6:00pm through Sunday, September 18th at 7:00pm
 - N Williams from Rollins to Coates Street
 - The parking lot directly West of the Moberly Municipal Auditorium

- And the 200 & 300 blocks of W Coates Street
7. Public consumption ordinance to be lifted in the street and on the sidewalks starting at 9:00am on Saturday, September 17 through 5:00pm on Sunday, September 18 during Junk Junktion & Gus Macker for event participants using designated glassware and identifying wristbands:
 - On the 100, 200, 300, 400 & 500 blocks of Reed Street
 - 4th Street from Rollins to Coates Street
 - 5th Street from Rollins to Coates Street
 - North Williams from Rollins to Coates
 - The parking lot directly West of the Moberly Municipal Auditorium
 - In the 200 & 300 blocks of W Coates St
 - Parking Lot across from the Moberly Parks and Recreation
 - Depot Park
 - N Clark Street from Rollins to Coates Street
 8. Permission to place a tent at the intersection of Reed and 5th Street (on 5th Street) for the Knights of Columbus, Moberly Jaycees, and Moberly Eagles to serve food and alcohol in a covered area.
 9. Permission to hang a Junk Junktion Banner on the Pedestrian Bridge over Rollins Street.
 10. Permission to use 220 and 219 Reed for Gus Macker Hospitality on September 16, 17 & 18, 2022.

This event was established in 2018 to enhance MHS Homecoming weekend. In addition to giving out of town Homecoming attendees an activity to do it is now the largest tourism event in Moberly. This year we have decided to remove the event from Homecoming weekend due to the ability to allow more local teams to participate in Gus Macker and gain more volunteers because of less conflicts. Not only does this event support businesses in the Depot District, but it supports businesses throughout town. In 2021, 130 zip codes were received from 59 different counties in 12 different states with an estimate of around 6,000 people in attendance.

Vendors will again set up in the street to sell their items in the 100, 200, 300, 400 and 500 blocks of Reed Street and the car show will be held on 4th Street from Rollins to Coates Street. In the past 4th Street, 5th Street and N Clark Street have been a major hazard for walkable traffic and cars still be able to go through those streets. We need to close them to prevent pedestrians getting hit.

N Clark Street & the 200 & 300 block of Coates Street will be closed to thru traffic and used for emergency access only. Vendor parking only will be allowed on N Clark Street so emergency vehicles can go through this street.

Volunteers will be stationed at the intersection of Coates and Clark as well as Clark and Rollins to direct vehicles around the closed streets. Barricades that the volunteers can easily move for emergency vehicles will also be placed at these intersections.

We will continue to space vendors further apart, have hand sanitizer stations and provide masks if the COVID-19 pandemic is still prevalent. Retail, restaurants, hotels/airbnbs and attractions throughout town will each be notified of the event. Residents and businesses in the road closure zones will be notified of the closure directly thru mailed letters and posted signs.

In 2019, 2020 and 2021 we imitated the Taste of Missouri Wine Stroll by requesting enforcement of the ordinances regarding the open container and consumption of alcohol be lifted temporarily in Downtown Moberly. This worked exceptionally well last year having zero (0) reported incidents according to the Moberly Police Department. Attendees will again be able to purchase alcoholic beverages from licensed alcohol vendors and participating restaurants in the

**Moberly Area Chamber of Commerce**

211 West Reed Street | Moberly, MO 65270

phone 660.263.6070 | fax 660.263.9443

www.MoberlyChamber.com

200, 300, 400 and 500 blocks of both Reed and Coates and "sip and shop" during the event in the street and on the sidewalks.

The alcohol vendors will card participants and provide a designated armband to those approved to drink alcohol during the event. We will carry liability insurance for this event. The alcohol vendors will provide designated cups to be used within the specified areas.

If the City of Moberly (or a specific department) would prefer adjustments to this request the event planning committee is open to that feedback. If any specific department has additional questions or would like to meet directly with the planning committee, please contact Megan Schmitt by email director@moberly.com or phone 660.263.6070. Please keep us informed about the process to complete this request.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in dark ink, appearing to read "Megan Schmitt".

Megan Schmitt

Executive Director – Moberly Area Chamber of Commerce



WS #1.

**FOOD
& BEER
GARDEN**

**GUS
MACKER
KID
ZONE**

**MPR
TROLLEY
PICK UP &
DROP OFF**

**FAMILY FUN
"INFLATABLE"
ZONE**

6

City of Moberly

City Council Agenda Summary

Agenda Number: WS #2.
 Department: Police
 Date: April 18, 2022

Agenda Item: Resolution authorizing Police Department purchase ballistic shields from Hardwire.

Summary: The Moberly Police Department applied for and has received a grant in the amount of \$4,748.82 from the Local Law Enforcement Block Grant to purchase replacement ballistic shields for the Police Department. The grant authorizes the purchase of 1 Ballistic Shield Window III and 2 Ballistic Shield Window IIIA and is a reimbursement grant. Prior to applying for the grant, several shield options were reviewed, and Hardwire LLC was chosen based upon price, level of protection, shield size and weight. Resolution R1218 dated 02-22-2022 approved the police department accept the grant for \$4,748.82, the bid price from Hardwire.

Recommended Action

Approve the request

Fund Name: CIP

Account Number: 100.007.5503

Available Budget \$:

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

MICHAEL L. PARSON
Governor

SANDRA K. KARSTEN
Director



Lewis & Clark State Office Bldg.
Mailing Address: P.O. Box 749
Jefferson City, MO 65101-0749
Telephone: 573-751-4905
Fax: 573-751-5399

STATE OF MISSOURI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR

February 4, 2022

Jerry Jeffrey, Mayor
Moberly, Police Department
300 N. Clark Street
Moberly Missouri, 65270

RE: FY 2021 Local Law Enforcement Block Grant (LLEBG)
Award # 15PBJA-21-GG-00249-MUMU-016

Dear Mayor Jeffrey:

The Missouri Department of Public Safety is pleased to inform you that your agency has been awarded \$4748.82 for your FY 2021 LLEBG Application # 133369. Enclosed is the FY 2021 LLEBG Subaward Agreement, please carefully review and sign the documentation provided. **Signing the Subaward Agreement and initialing each page of the Articles of Agreement and Special Conditions** certifies your acceptance of the award conditions. Once signed and initialed, please mail the original documents to our office at the address listed above no later than **February 25, 2022**. Awarded items are listed below:

Awarded item(s);

- Ballistic Shield Window III (1)
- Ballistic Shield Window IIIA (2)

Enclosed is a grant folder for your agency to use to file all grant related records. Please do **not** return the folder to our agency.

An email has been sent with the **mandatory** Compliance Workshop Training information. If your agency has not received the email, please contact your Grant Specialist, as your award will not be marked "Underway" until it has been completed.

We look forward to working with you on this award. Should you have any questions or need additional information, do not hesitate to contact Becky Block at (573) 522-3455 or Rebecca.block@dps.mo.gov.

Sincerely,



Michelle Branson, Grants Supervisor
Missouri Department of Public Safety
Criminal Justice/Law Enforcement Unit

HARDWIRE**Sales Acknowledgement - Sales Order: SO22-00177**Page 1 of 1
03/31/22 04:32 PM

Sold To: Moberly Police Department
Moberly Police Department
300 N Clark
Moberly, MO 65270 United States of America

Ship To: Moberly Police Department
Moberly Police Department
300 N Clark
Moberly, MO 65270 United States of America

Currency: USD

Order Date	Sales Representative	Terms	Delivery Terms	Ship Via	Customer Purchase Order		
03/09/22		NET 30	GROUND	GROUND	030922		
Line	Item/Description	Rev	Due Date	U/M	Order Quantity	Net Unit Price	Extended Price
	THIS ORDER IS CONTROLLED AND GOVERNED BY HARDWIRE, LLC'S STANDARD TERMS OF SALE. COPIES OF THESE TERMS ARE AVAILABLE ONLINE AT: HTTPS://SECURE.HARDWIRELLC.NET/TERMS/. THIS PRICING IS CONFIDENTIAL AND NOT TO BE SHARED WITH ANY THIRD PARTIES WITHOUT HARDWIRE LLC'S EXPRESS WRITTEN PERMISSION.						
1	007-006-0512		04/22/22	EA	2	\$1,106.10	\$2,212.20
	Level IIIA 20x30 Shield Assembly w/ Viewport - POLICE						
2	007-007-0157		04/22/22	EA	1	\$2,339.10	\$2,339.10
	Level III 20x30 Shield Assembly w/ Viewport - POLICE						
3	SVC-SHIPPING		04/22/22	EA	3	\$65.84	\$197.52
	Shipping & Handling						
						Subtotal:	\$4,748.82
						Total Tax/VAT:	\$0.00
						Total Amt:	\$4,748.82
	Authorized Signatures						



**Missouri Department of Public Safety
Criminal Justice/Law Enforcement Unit**

P.O. Box 749, Jefferson City, MO 65101
Telephone: 573-526-1928 Fax: 573-751-5399

SUBAWARD AGREEMENT

DATE 02/04/2022	
FEDERAL IDENTIFICATION NUMBER 15PBJA-21-GG-00249-MUMU	CONTROL NUMBER 016
DUNS NUMBER 80020845	

SUBRECIPIENT NAME Moberly, Police Department	
ADDRESS 300 N. Clark Street	
CITY Moberly	STATE Missouri
ZIP CODE 65270	
TOTAL AMOUNT OF THE FEDERAL AWARD \$4,748.82	AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$4,748.82
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$4,748.82	TOTAL APPROVED COST SHARING OR MATCHING \$4,748.82
PROJECT PERIOD FROM 2/1/2022	PROJECT PERIOD TO 7/31/2022
FEDERAL AWARD DATE 08/19/2021	
PROJECT TITLE Local Law Enforcement Block Grant (LLEBG)	
FUNDED BY Edward J. Byrne Memorial Justice Assistance Grant	
FEDERAL AWARDOING AGENCY U.S. Department of Justice	PASS THROUGH ENTITY Missouri Department of Public Safety – CJ/LE
IS THIS AWARD R&D YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	INDIRECT COST RATE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> AMOUNT
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 16.738	METHOD OF PAYMENT (Reimbursement -- Advanced) Reimbursement

CONTACT INFORMATION

CJ/LE GRANT CONTACT		SUBRECIPIENT PROJECT DIRECTOR	
NAME Becky Block	NAME Troy Link		
E-MAIL ADDRESS Rebecca.block@dps.mo.gov	ADDRESS (If different from above) 300 N Clark		
TELEPHONE (573) 522-3455	CITY, STATE AND ZIP CODE MOBERLY MO, 65270		
PROGRAM MANAGER Joni McCarter	TELEPHONE (660) 263-0346	E-MAIL ADDRESS tlink@moberlypd.com	

SUMMARY DESCRIPTION OF PROJECT

The Local Law Enforcement Block Grant (LLEBG) Program provides funding to units of local government for the purpose of reducing crime and improving public safety. The LLEBG grant opportunity provides resources to combat violent crime through improved information sharing, and officer safety.

AWARDING AGENCY APPROVAL

TYPED NAME AND TITLE OF DPS OFFICIAL Sandra K. Karsten, Director	
SIGNATURE OF APPROVING DPS OFFICIAL	DATE

SUBRECIPIENT AUTHORIZED OFFICIAL

TYPED NAME AND TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Jerry Jeffrey, Mayor	
SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL	DATE 2/10/2022

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

GRANT PROGRAM FY 2021 LLEBG	SUBRECIPIENT Moberly, Police Department
AWARD NUMBER 15PBJA-21-GG-00249-MUMU-016	DATE 02/04/2022

SUBAWARD AGREEMENT

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Article I - Applicability of Part 200 Uniform Requirements: The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP. The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2021 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any Subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any Subrecipient must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Article II - Breach of Personally Identifiable Information (PII): The Subrecipient assures it has written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the activities of this subaward or (2) uses or operates a "Federal information system" (OMB Circular A-130). The Subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to the Missouri Department of Public Safety, Office of Director no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Article III - Civil Rights and Nondiscrimination: The Subrecipient must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and Subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and Subrecipients that are faith-based or religious organizations. The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi->

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bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data. Part 54, currently states that the Subrecipient must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination based on sex in certain "education programs."

Article IV - Equal Employment Opportunity Plan (EEOP): The Subrecipient agrees to comply with the applicable requirements of 28 C.F.R. Part 42, Subpart E., DOJ's Equal Employment Opportunity Program (EEOP) Guidelines. The Subrecipient will prepare an *EEO Utilization Report* if the Subrecipient (1) is a state or local government agency or any business; and (2) has 50 or more employees (counting both full and part-time employees but excluding seasonal employees, political appointees, and elected officials); and (3) receives a single award of \$25,000 or more from the Office of Justice Programs (OJP), Office on Violence Against Women (OVW), or Community Oriented Policing Services (COPS). The *EEO Utilization Report* must be prepared and submitted to DOJ's Office for Civil Rights (OCR) through OCR's online EEO Reporting Tool within 60 days of receipt of such federal subaward.

If the Subrecipient does not meet all the aforementioned criteria, the Subrecipient is exempt from preparing the *EEO Utilization Report*; however, all Subrecipients, regardless of their EEOP obligations, must complete the *Certification Form*, in which the Subrecipient declares its satisfaction of its obligations. The *Certification Form* must be prepared and submitted to DOJ's OCR through OCR's online EEO Reporting Tool within 60 days of receipt of such federal subaward.

To prepare the applicable *EEO Utilization Report* and/or *Certification Form* or for more information, visit <https://ojp.gov/about/ocr/eeop.htm>.

Article V - Protection from Reprisal for Disclosures: The Subrecipient understands, pursuant to 41 U.S.C § 4712, an employee or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee or subcontractor reasonably believes is evidence of gross mismanagement of the funds under this subaward, a gross waste of the funds under this subaward, an abuse of authority relating to the funds under this subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to the funds under this subaward.

Article VI – Minors: The Subrecipient understands that if the purpose of some or all of the activities to be carried out under this subaward is to benefit a set of individuals under 18 years of age, the Subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

Article VII - Texting While Driving: Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Missouri Department of Public Safety encourages the Subrecipient to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded

GRANT PROGRAM FY 2021 LLEBG	SUBRECIPIENT Moberly, Police Department	WS #2.
AWARD NUMBER 15PBJA-21-GG-00249-MUMU-016	DATE 02/04/2022	
SUBAWARD AGREEMENT ARTICLES OF AGREEMENT		

by this subaward, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Article VIII - Restrictions on the use of federal funds (FY 2021): The Subrecipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://oip.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, and are incorporated by Reference here. Should a question arise as to whether a particular use of federal funds by Subrecipient would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Article IX - Employment Eligibility Verification: The Subrecipient assures that it properly verifies the employment eligibility of individuals who are being hired, consistent with the provisions of 8 U.S.C. § 1324a (a) (1) and (2). As part of the recordkeeping for the subaward (including pursuant to the Part 200 Uniform Requirements), the Subrecipient agrees to maintain records of all employment eligibility verifications pertinent to compliance with this provision in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

Article X - Non-Disclosure Agreements: The Subrecipient understands it cannot require any employee or subcontractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department, the Missouri Department of Public Safety, or other agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the Subrecipient, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the non-disclosure of classified information.

In accepting this subaward, the Subrecipient:

- (a) Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or subcontractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or subcontractors from reporting waste, fraud, or abuse as described above; and
- (b) Certifies that, if it learns or is notified that it is or has been requiring its employees or subcontractors to exercise agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the Missouri Department of Public Safety, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the Missouri Department of Public Safety.

GRANT PROGRAM FY 2021 LLEBG	SUBRECIPIENT Moberly, Police Department
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Article XI – OJP Training Guiding Principles: Any training or training materials that the recipient or any Subrecipient at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

Article XII Specific Federal Authorizations: The Subrecipient must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a “subaward” (and therefor does not consider a procurement “contract”).

The details of the requirements for authorization of any subaward are posted on the OJP website at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards (“subgrants”) must have specific federal authorization, and are incorporated by reference here.

Article XIII - System for Award Management (SAM): The Subrecipient assures it has registered in SAM.gov prior to submitting an application and will continue to maintain an active SAM registration with current information at all times during which it has an active subaward. The Subrecipient understands that it must renew its SAM registration every 12 months and that the Missouri Department of Public Safety may not make a subaward or disburse monies to the Subrecipient unless the Subrecipient has an active SAM registration. SAM is a Federal Government owned and operated free website that centralizes information about grant recipients. Upon successful registration with SAM, the Subrecipient will be assigned a unique five (5) character CAGE Code consisting of numbers and letters.

Article XIV – Lobbying: The Subrecipient understands and agrees that, in general, it cannot use any federal funds, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government. Furthermore, the Subrecipient understands and agrees that, in general, federal law prohibits federal funds from being used to pay any person to influence (or attempt to influence) with respect to the awarding of a federal grant or cooperative agreement.

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Subrecipient certifies and assures the following:

- (a) No federal appropriated funds may be paid, by or on behalf of the Subrecipient, 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 the making of any federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
- (b) If the Subrecipient's request for federal funds is in excess of \$100,000, and 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

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this federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form – LLL, “Disclosure of Lobbying Activities” in accordance with its instructions.

Article XV – Procurement

The Subrecipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the Subrecipient assures that all procurement transactions will meet the minimum standards set forth in the “DPS Financial and Administrative Guidelines” and identified here:

- (a) All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
- (b) Purchases to a single vendor totaling less than \$10,000 may be purchased with prudence on the open market.
- (c) Purchases estimated to total between \$10,000 but less than \$100,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
- (d) Purchases with an estimated total of \$100,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
- (e) Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
- (f) Sole source procurement on purchases to a single vendor of \$10,000 and over requires prior approval from the Missouri Department of Public Safety.

Article XVI - Human Trafficking: The Subrecipient assures that it does not engage in severe forms of trafficking in persons, procurement of a commercial sex act, use of forced labor in the performance of the subaward, or acts that directly support or advance trafficking in persons.

Article XVII - Duplicative Funding: The Subrecipient agrees that if it currently has an open award of federal and/or state funds or if it receives an award of federal and/or state funds other than this subaward, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this subaward, the Subrecipient will promptly notify, in writing, the Missouri Department of Public Safety. If so requested and allowed by the Missouri Department of Public Safety, the Subrecipient shall submit a Subaward Adjustment for a budget revision or program revision to eliminate any inappropriate duplication of funding.

Article XVIII - Reporting Potential Fraud, Waste, and Abuse: The Subrecipient shall not make false statements or claims in connection with any funds sub-awarded by the Missouri Department of Public Safety. The result of such false statements or claims includes fines, imprisonment, and debarment from

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participating in state and federal grants or contracts, and/or other remedy by law. The Subrecipient must promptly refer to the U.S. Department of Justice, Office of Inspector General (OIG) and the Missouri Department of Public Safety (DPS) any credible evidence that a principal, employee, agent, Subrecipient, contractor, subcontractor, or any other person has, in connection with funds under this subaward, either:

- (a) Submitted a claim that violates the False Claims Act; or
- (b) Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this subaward must be reported to the OIG by one of the following methods:

Mail: Office of Inspector General
U.S. Department of Justice, Investigations Division
1425 New York Avenue, N.W., Suite 7100
Washington, D.C. 20530

Online: <https://oig.justice.gov/hotline/contact-grants.htm>

DOJ OIG Fax: (202) 616-9881

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this subaward, must also be reported to the DPS by one of the following methods:

Mail: Missouri Department of Public Safety
Office of the Director
Attn: CJ/LE Unit
P.O. Box 749
1101 Riverside Drive
Jefferson City, MO 65102-0749

Email: dpsinfo@dps.mo.gov

DPS Fax: (573) 751-5399

The Missouri Department of Public Safety reserves the right to suspend or terminate grant funding pending the review of a report of fraud, waste, or abuse relating to funds under this subaward.

Article XIX - Program Income: The Subrecipient agrees to account for program income generated by the activities of this subaward, and shall report receipts and expenditures of this income on the monthly Claim report. The Subrecipient understands that all program income generated as a result of this subaward, shall be expended during the life of the project period, unless otherwise stated.

Article XX - Duplication of Networks: The Subrecipient assures that all equipment/software requested and purchased under this subaward must be compatible with the statewide system. All software, if applicable, must be compatible with the statewide criminal records system. All communication devices, if applicable, must be capable of operating in accordance with the guidelines established by the Missouri Homeland Security Advisory Council.

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Article XXI - Criminal Intelligence Systems: The Subrecipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation.

Article XXII - National Environmental Policy Act (NEPA): The Subrecipient agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly or indirectly. Accordingly, the Subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the Subrecipient agrees to contact the Missouri Department of Public Safety, Office of Director.

The Subrecipient understands this condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity being conducted by the Subrecipient or any third party, and the activity needs to be undertaken in order to use these grant funds, this condition must first be met. The activities covered by this condition are:

- (a) New construction;
- (b) Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- (c) A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and,
- (d) Implementation of a new program involving the use of chemicals other than chemicals that are a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.
- (e) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The Subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the U.S. Department of Justice, Office of Justice Programs, and Bureau of Justice Assistance.

Article XXIII– Law Enforcement Task Forces – Requires Training: Any law enforcement agency receiving direct or sub-awarded funding from this JAG ward must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

Article XXIV - Required Data on Law Enforcement Agency Training: Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

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Article XXV - Expenditures Prohibited Without Waiver: No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

Article XXVI – DNA Testing: If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

Article XXVII – Criminal Justice/Law Enforcement Unit (CJ/LE), Specific

1. **Governing Directives:** The Subrecipient assures that it shall comply, and all its subcontractors as applicable shall comply, with the applicable provisions of the "LLEBG Solicitation", the "DPS Financial and Administrative Guide", the "DPS Subrecipient Travel Guidelines", any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (VOCA) of 1984 (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act (JJDP) of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women (VAWA) Act of 2013 (42 U.S.C. 13925(b)(13)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. Part 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. Part 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); Executive Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and other neighborhood organizations); 28 C.F.R. Part 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and 28 C.F.R. Part 54 (U.S. Department of Justice Regulations – Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance), and other applicable federal and state laws, orders, circulars, or regulations.
2. **Compliance Training:** As a recipient of federal funds, the Subrecipient is required to participate in any applicable Compliance Training hosted by the Missouri Department of Public Safety. The Compliance Training will be available online via webinar, a minimum of one person per agency is required to attend.
3. **Non-Supplanting:** The Subrecipient assures that federal and/or state funds made available under this subaward will not be used to supplant other federal, state, or local funds but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.

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4. **Change in Personnel:** The Subrecipient agrees to notify, within a timely manner, the Missouri Department of Public Safety if there is a change in or temporary absence as it affects the 'My Profile' module, 'Contact Information' component, and/or 'Budget' component within WebGrants. The notification shall be sent through the 'Correspondence' component of WebGrants to the appropriate Internal Contact with the Change of Information Form attached.
5. **Subaward Adjustments:** The Subrecipient understands that any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. No additional funding shall be awarded to a Subrecipient (unless specifically notified by the Missouri Department of Public Safety of additional funding being awarded), but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested via the 'Subaward Adjustment' component of WebGrants.
6. **Monitoring:** The Subrecipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Subrecipient assures that all documentation or records relating to this subaward shall be made available to monitoring representatives of the Missouri Department of Public Safety, the Office of Missouri State Auditor, the U.S. Department of Justice (DOJ), the DOJ Office of Inspector General, the Comptroller General of the United States, or any of their authorized representatives immediately upon request. The Subrecipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this subaward.
7. **Criminal Activity:** The Subrecipient assures to formally report to the Missouri Department of Public Safety within 48 hours of notification if an individual funded, in whole or in part, under this subaward is arrested for or formally charged with a misdemeanor or felony regardless if the criminal offense is related to the individual's employment. The Missouri Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.
8. **Fair Labor Standards Act:** All Subrecipients of federal funds will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
9. **Employment of Unauthorized Aliens:** Pursuant to Section 285.530.1 RSMo, the Subrecipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the Subrecipient shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. In accordance with Sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of Section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of Section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

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10. Relationship: The Subrecipient agrees that it will represent itself to be an independent Subrecipient offering such services to the general public and shall not represent itself or its employees to be employees of the Missouri Department of Public Safety. (This provision is not applicable to the Missouri Department of Public Safety or any of its divisions or programs.) Therefore, the Subrecipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.

11. Drug-Free Workplace: As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, as defined by 28 C.F.R. §§ 83.620 and 83.650:

The Subrecipient certifies and assures that it will, or will continue to, provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Subrecipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of work funded by this subaward be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment funded by this subaward, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- (e) Notifying the Missouri Department of Public Safety, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Subrecipients of convicted employees must provide notice, including position title of any such convicted employee, to the Missouri Department of Public Safety by one of the following methods:

Mail: Missouri Department of Public Safety

Office of the Director

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Attn: CJ/LE Unit

P.O. Box 749

1101 Riverside Drive

Jefferson City, MO 65102-0749

Email: dpsinfo@dps.mo.gov

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted:
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 12. Computer Networks:** The Subrecipient understands and agrees that funds sub-awarded may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this provision limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, adjudication activities, or other law enforcement- or victim assistance-related activity.
- 13. Ensuring Access to Federally Assisted Programs:** The Subrecipient acknowledges that federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.
- 14. Enforcing Civil Rights Laws:** The Subrecipient acknowledges that all recipients of federal financial assistance, regardless of the particular source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, DOJ's Office for Civil Rights (OCR) investigates recipients that are the subject of discrimination complaints from both individuals and groups.
- 15. Limited English Proficiency (LEP):** The Subrecipient assures that, in accordance with the Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41455 (2002) as it pertains to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, recipients of federal

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financial assistance must take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency (LEP). "Meaningful access" will generally involve some combination of oral interpretation services and written translation of vital documents. For more information, visit <https://www.lep.gov/>.

2. **Findings of Discrimination:** The Subrecipient assures that, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a Subrecipient of federal funds, the Subrecipient will forward a copy of the court judgment to the Missouri Department of Public Safety within 30 days of the court judgment date. The Missouri Department of Public Safety will act as the liaison in all civil rights matters with DOJ's Office for Civil Rights (OCR).
3. **Unlawful Employment Practices:** The Subrecipient assures compliance with Section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.
4. **Discrimination in Public Accommodations:** The Subrecipient assures compliance with Section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.
5. **Fund Availability:** The Subrecipient understands all subawards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from federal and/or state sources are not appropriated and continued at an aggregate level sufficient to cover the costs under this subaward, or in the event of a change in federal and/or state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
6. **OJP Financial Guide:** The Subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
7. **Allowable Costs:** The Subrecipient understands that only allowable and approved expenditures will be reimbursed under this subaward. These monies may not be utilized to pay debts incurred by other activities. The Subrecipient agrees to obligate funds no later than the last day of the project period. (Funds are obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The Subrecipient also agrees to expend funds no later than the date identified in the "LLEBG Solicitation". (Funds are considered to be expended when payment is made.) Any funds not properly obligated and/or expended will lapse. Any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. The Subrecipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The Subrecipient certifies that all expendable and non-expendable property purchased funds under this subaward shall be used for approved project purposes only.

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8. **Financial Reporting Requirements:** The Subrecipient agrees to complete and submit any financial reports required for this program as outlined in the "LLEBG Notice of Funding Opportunity". Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.
9. **Buy American:** The Subrecipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.
10. **Buy Missouri:** The Subrecipient also acknowledges Sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.
11. **Debarment/Suspension:** The Subrecipient certifies, pursuant to non-procurement debarment and suspension regulations implemented at 28 CFR Part 2867, and to other related requirements, that it and its principles:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this subaward been convicted of a felony criminal violation under federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, tribal, or local) transaction or private agreement or transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;
 - (c) Have not within a three-year period preceding this subaward been convicted of a felony criminal violation under any federal law, unless such felony criminal conviction has been disclosed in writing to the Department of Justice at ojpcompliance@usdoj.gov, and, after such disclosure, the Subrecipient has received a specific written determination from the Department of Justice that neither suspension nor debarment of the Subrecipient is necessary to protect the interests of the Government in this case;
 - (d) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

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(e) Have not within a three year period preceding this subaward had one or more public transactions (federal, state, tribal, or local) terminated for cause or default.

12. **Audit:** The Subrecipient agrees to comply with the organizational audit requirements of OJP Financial Guide, Chapter 3.19, Audit Requirements. This guidance states that non-federal entities that expend \$750,000 or more in federal funds (from all sources including pass-through subawards) in the agency's fiscal year (12-month turnaround reporting period) shall have a single organization wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.). The Subrecipient assures a copy of the financial audit report will be submitted to the Missouri Department of Public Safety within 60 days of the project period start date if it has met or exceeded this federal threshold.
13. **Suspension/Termination of Subaward:** The Missouri Department of Public Safety reserves the right to suspend or terminate any subaward entered into as a result of this subaward at its sole discretion and without penalty or recourse by giving written notice to the Subrecipient of the effective date of suspension or termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Subrecipient under the subaward shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri. In the event a subaward is suspended or permanently terminated, the Missouri Department of Public Safety may take action as deemed appropriate to recover any portion of the subaward funds remaining or an amount equal to the portion of the subaward funds wrongfully used.
14. **Enforceability:** If a Subrecipient fails to comply with all applicable federal and/or state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the subaward, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.
15. **Uniform Crime Reporting (UCR):** The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.505 RSMo relating to uniform crime reporting and will remain in full compliance for the duration of the project period.
16. **Vehicle Stops:** The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.650 RSMo relating to vehicle stop reporting and will remain in full compliance for the duration of the project period.
17. **Federal Equitable Sharing Funds:** The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds therefrom to the Missouri State Auditor.
18. **Custodial Interrogations:** The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.

GRANT PROGRAM FY 2021 LLEBG	SUBRECIPIENT Moberly, Police Department
AWARD NUMBER 15PBJA-21-GG-00249-MUMU-016	DATE 02/04/2022
SUBAWARD AGREEMENT ARTICLES OF AGREEMENT	

19. **DWI Law – Law Enforcement:** The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.544 RSMo relating to the “DWI Law” and has adopted a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.
20. **DWI Law – Prosecutors:** The Subrecipient assures, where the project agency is a county prosecutor’s office or municipal prosecutor’s office, its county prosecutor’s office or municipal prosecutor’s office is in compliance with Section 43.544 RSMo relating to the “DWI Law” and has adopted a written policy to forward all charge information for intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.
21. **Data Reporting Requirements:** The Subrecipient agrees to complete and submit any data or statistical reports required for this program as outlined in the “LLEBG Solicitation”. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.
22. **Printed Materials:** The Subrecipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from the activities of this subaward shall contain the following (or similar) statement: “This project was supported by the Office of Justice Programs, U.S. Department of Justice’s Edward Byrne Memorial Justice Assistance Grant (JAG) Program - State Solicitation administered by the Missouri Department of Public Safety, Office of the Director. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the State or the U.S. Department of Justice.”
23. **Time Records Requirement:** The Subrecipient assures that, all project personnel funded through this subaward will maintain timesheets that detail 100% of their time along with the activities/services provided. The timesheets must be signed by both the employee and the appropriate approving official. These timesheets must be provided to the Missouri Department of Public Safety upon request.
24. **Body Armor:** The Subrecipient understands, if monies are requested and awarded for the purchase of body armor, that JAG funds may be used to purchase body armor but may not be used as the 50% match for purposes of BJA’s Bulletproof Vest Partnership (BVP) Program. Further, the Subrecipient understands that body armor purchased with JAG funds may be purchased at any threat level, designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Further, body armor or armor vests must also be “uniquely fitted vests”. In addition, body armor purchased with JAG funds must be made in the United States.
25. **Body Armor Policy:** The Subrecipient understands, if monies are requested and awarded for the purchase of body armor, that the law enforcement agency must have a written “mandatory wear” policy in effect. Per the Bureau of Justice Assistance (BJA), there are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. The Subrecipient will be required to forward a copy of such policy to the Missouri Department of Public Safety at the time of acceptance of the subaward.

GRANT PROGRAM FY 2021 LLEBG	SUBRECIPIENT Moberly, Police Department
AWARD NUMBER 15PBJA-21-GG-00249-MUMU-016	DATE 02/04/2022
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26. **Body-Worn Cameras:** The Subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, that JAG funds may be used but may not be used as the 50% match for purposes of BJA's Body-Worn Camera Policy and Implementation Program (BWC Program).
27. **Body-Worn Camera Policy:** The Subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras that the law enforcement agency must have written policies and procedures in place related to equipment usage, data storage and access, privacy considerations, training, etc. [The Bureau of Justice Assistance (BJA) Body-Worn Camera (BWC) Toolkit, which can be found online at <https://bja.ojp.gov/program/body-worn-cameras-bwcs/overview>, provides model BWC policies and best practices to assist departments in implementing BWC programs.] The Subrecipient will be required to forward a copy of such policy(s) to the Missouri Department of Public Safety at the time of acceptance of the subaward.

By accepting this award, the Subrecipient agrees:

1. To participate in quarterly Status Report submissions, if applicable.
 - Quarter 1 February 1, 2022 – April 31, 2022, due May 10, 2022
 - Quarter 2 May 1, 2022 – July 31, 2022, due August 10, 2022
2. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The Subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by the Department of Public Safety, you must request instructions from DPS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the DPS Administrative Guide.
3. Expenditures for equipment and supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
4. DPS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the Subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Subrecipient under the contract shall, at the option of the DPS, become property of the State of Missouri. The Subrecipient shall be



GRANT PROGRAM FY 2021 LLEBG	SUBRECIPIENT Moberly, Police Department
AWARD NUMBER 15PBJA-21-GG-00249-MUMU-016	DATE 02/04/2022
SUBAWARD AGREEMENT ARTICLES OF AGREEMENT	

entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

5. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
6. To follow the grant program guidelines as stated in the DPS Administrative Guide for CJ/LE Grants, as well as, Information Bulletins released by the CJ/LE Unit to provide important updates, clarifications and policy statements related to the Criminal Justice/Law Enforcement Unit grant programs.
7. In the event, DPS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

Prior written approval from CJ/LE is required prior to making any changes to the approved budget for this award.

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: Police
Date: April 18, 2022

Agenda Item: A Resolution Authorizing The Police Department To Purchase Three (3) APX4500 Radios.

Summary: Request for approval for the Police Department to purchase three Motorola APX 4500 enhanced VHF Mobile Radios from Motorola. These three radios along with the three dual-band APX 8500 radios will complete the departments radio upgrade efforts for all the patrol vehicles. The better used radios will be placed in support vehicles or kept as spares. The price quoted is the state bid price for this radio. This is a budgeted request.

Recommended Action

Approve the request

Fund Name: Automobile Maintenance

Account Number: 100.007.5308

Available Budget \$:
\$35,509

ATTACHMENTS:

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

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Kyser** ___ ___

M___ S___ **Lucas** ___ ___

Passed Failed



Billing Address:
 MOBERLY POLICE
 DEPARTMENT
 300 N CLARK ST
 MOBERLY, MO 65270
 US

Quote Date:03/10/2022
 Expiration Date:06/08/2022
 Quote Created By:
 John Briggs
 john.briggs@wirelessusa.com

End Customer:
 MOBERLY POLICE DEPARTMENT
 Troy Link
 tlink@moberlypd.com
 660-263-0346

Contract: 19860 - NASPO

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 4500 Enhanced					
1	M22KSS9PW1BN	APX4500 ENHANCED VHF MOBILE	3	\$2,036.00	\$1,263.34	\$3,790.02
1a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	3	\$145.00	\$145.00	\$435.00
1b	G792AB	ADD:VHF ANT WIDEBAND 136-174 MHZ	3	\$83.00	\$51.50	\$154.50
1c	G66BF	ADD: DASH MOUNT O2 APXM	3	\$138.00	\$85.63	\$256.89
1d	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	3	\$0.00	\$0.00	\$0.00
1e	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	3	\$66.00	\$40.95	\$122.85
1f	GA00804AA	ADD: APX O2 CH (GREY)	3	\$541.00	\$335.69	\$1,007.07
1g	G444AH	ADD: APX CONTROL HEAD SOFTWARE	3	\$0.00	\$0.00	\$0.00
1h	QA02829AE	ADD: ANALOG CONVENTIONAL	3	\$440.00	\$273.02	\$819.06
1i	W22BA	ADD: STD PALM MICROPHONE APX	3	\$79.00	\$49.02	\$147.06
1j	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	3	\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-111580

Grand Total

\$6,732.45(USD)**Notes:**

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #4.

Department: Police

Date: April 18, 2022

Agenda Item: Request for road closure for 15th Annual Railroad Days

Summary: The Moberly Rotary Club, Altrusa Club, fraternal Order of Eagles and Knights of Columbus request approved to hold the 16th annual Railroad Days in downtown Moberly June 15th through June 18th. To accommodate carnival rides, staging and vendors booth spaces, they request the closure of Sturgeon Street from Coates to Rollins, the east half of the 100 block of W Reed, leaving the alley open. The parking lot adjacent to City Hall and the parking lot east of the 200 block of Sturgeon Street (across from City Hall) and the parking lot for Moberly Parks and Recreation in the 200 block of N Clark Street. Parking lot and road closures are requested to begin on Sunday June 12th and end on Monday June 20th. Permission to hang banners on the Rollins and Morley Street railroad overpasses and for the Moberly Eagles to operate a beer garden in Depot Park is also requested.

Recommended Action

Approve request

Fund Name:

Account Number:

Available Budget \$:

ATTACHMENTS:

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

Council Member

M___ S___ Brubaker

M___ S___ Kimmons

M___ S___ Lucas

M___ S___ Kyser

Passed Failed

Mr. Brian Crane
 Moberly City Council
 101 W. Reed Street
 Moberly, MO 65270

April 2, 2022

Dear Brian and City Council Members,

The Moberly Rotary Club along with the Altrusa Club of Moberly, Fraternal Order of Eagles and Knights of Columbus respectfully ask approval to schedule the 16th Annual Moberly Railroad Days Festival for June 15th through June 18th, 2022 in Downtown Moberly.

We would like to request permission to hang Railroad Days Banners on the Railroad overpass on Rollins Street as well as the overpass on Morley Streets beginning in early May.

We are also requesting that the following areas be blocked off to accommodate carnival rides, staging and vendor booth spaces beginning Sunday, June 12th and ending Monday June 20th.

- Sturgeon Street from Coates to Rollins and the East half of the 100 block of West Reed Street keeping all alley ways open for emergency vehicle access.
- Parking areas across the street from and adjacent to City Hall and the Moberly Parks and Recreation Office.

We are also asking permission for the Moberly Eagles club to operate a beer garden in an enclosed area near the main stage of the event, where we will also be hosting several other events as well as other entertainment. This club carries a liquor license at their facility and has agreed to obtain the necessary documentation and permits needed to provide this service.

As this Festival provides a fun and rewarding venue for Moberly families and citizens, and as it attracts people to our city, we are respectfully asking that the City of Moberly contribute \$1,000.00 to help pay for entertainment and logistics.

Many groups will be working hard on this years event, including Moberly Rotary Club, Knights of Columbus, the Randolph County Historical Society and other clubs and organizations to help make this event successful and fun while promoting the historic significance of the Railroad in the History of Randolph County.

Kindest Regards,
 Moberly Railroad Days Steering Committee

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #5.

Department: Police

Date: April 18, 2022

Agenda Item: Resolution approving Safe Passage to hold their annual Taste of Missouri event on August 13, 2022.

Summary: Request from Safe Passage for approval to hold the 2022 Taste of Missouri Wine Stroll to support Safe Passage on August 13th, 2022, from 3:00pm to 8:00pm. Safe Passage also requests the lifting of city ordinance 6-5 to allow public consumption of alcoholic beverages in event glasses only in the designated area in downtown Moberly. The requested area are the sidewalks on Reed Street from Johnson Street to Clark Street. 4th Street from the north side of rolling to the north sidewalk of Reed Street. Williams Street from the north sidewalk of Rollings to the north sidewalk of Reed St. Rollins Street north sidewalk from 4th Street to the west sidewalk of Clark Street and Clark Street West sidewalk only from Rollings north sidewalk to Reed Street north sidewalk.

Safe Passage also request ordinance 6-5 lifted for the Municipal Auditorium parking lot and the alley west of the Auditorium and the lifting of city ordinance 6-4, public possession, in a designated wine garden on the Municipal Auditorium Parking lot. No street closures are requested, but cones to close off the Municipal Auditorium Parking lot entrances are requested.

Event staff and volunteers will ID check participants to ensure legal consumption age, issue an event armband to help with compliance and provide an event cup/glass for the consumption in the designated areas. Event approval and licensing will be completed as required and they will carry liability insurance. No issues have arisen during past wine strolls and have proven a benefit, not only to Safe Passage but also to the downtown area. 750-1150 persons are expected to attend, 10-12 wineries will be at various downtown businesses, craft/food vendors will set up on auditorium parking lot, tent, and seating area available on auditorium parking lot, a silent auction and catered meal inside the auditorium. Paid Staff and volunteers will monitor 4th Street theater, auditorium parking lot and the auditorium.

Contact person is Safe Passage Co-Director Kelly Pedigo, 660-269-8999.

Recommended Action Approve the request

Fund Name:

Account Number:

Available Budget \$:

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



660-269-8999 PO Box 456 Moberly, MO 65270 spassage@sbcglobal.net www.safepassagemoberly.org

To: City of Moberly

RE: Safe Passage Taste of Missouri Event Saturday August 13th 2022

Safe Passage Domestic Violence Shelter would like to request the following:

- 1) Permission to hold the Taste of Missouri Stroll event the specified areas in Downtown Moberly on Saturday August 13th, 2022.
- 2) Enforcement of the open alcohol container and public consumption ordinances to be lifted for the following areas during the Taste of Missouri Stroll for event participants using designated glassware. (see attached map)

Reed Street- from intersection of Johnson Street East to Intersection of Clark Street Sidewalks.

4th Street- From Intersection of Rollins Street North through Intersection of Reed Sidewalks

Williams Street- From Intersection of Rollins Street North through Intersection of Reed Street Sidewalks.

Rollins Street- from Intersection of 4th Street to East Intersection of Clark Street. Northern Sidewalks only.

Clark Street- From Intersection of Rollins Street North to Intersection of Reed Street- Western Sidewalk only

City Parking lot and Alley West of the Municipal Auditorium

Other:

The Event Planning Committee and volunteers will card participants and provide a designated armband to those that are approved to drink. The event approval and licensing will be completed as required and we will continue to carry liability insurance for the event. The Planning Committee will provide designated glassware to be used within the specified areas.

If the city of Moberly would prefer adjustments to this request, the event Planning Committee is open to that feedback.

If any specific department has additional questions or would like to meet directly with members of the Planning Committee, please contact Kelly Pedigo- Co-Director at Safe Passage.

660-269-8999 spassage@sbcglobal.net

Thank you for your time and consideration.

Kelly Pedigo

Additional Event Details

Date: Saturday August 13, 2022

Time: Stroll- 3-8pm Activities may continue at the Auditorium until 9pm.

Anticipated # of guests: 750-1100

Activities:

Wine stroll: 10-12 wineries set up at the Moberly Municipal Auditorium and various locations downtown. All wineries will be set up inside of specific addresses.

Event guests will have the option of purchasing wine by the glass or bottle, depending on the winery's current license.

Craft/Food vendors: Will be set up in the Moberly Municipal Auditorium Parking Lot.

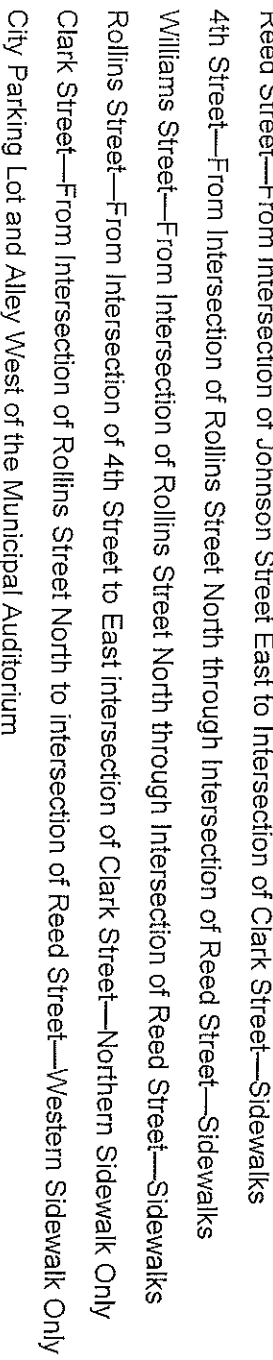
Tent and Seating area will be in the Moberly Municipal Auditorium Parking Lot.

Silent Auction: Will be set up inside the Moberly Municipal Auditorium

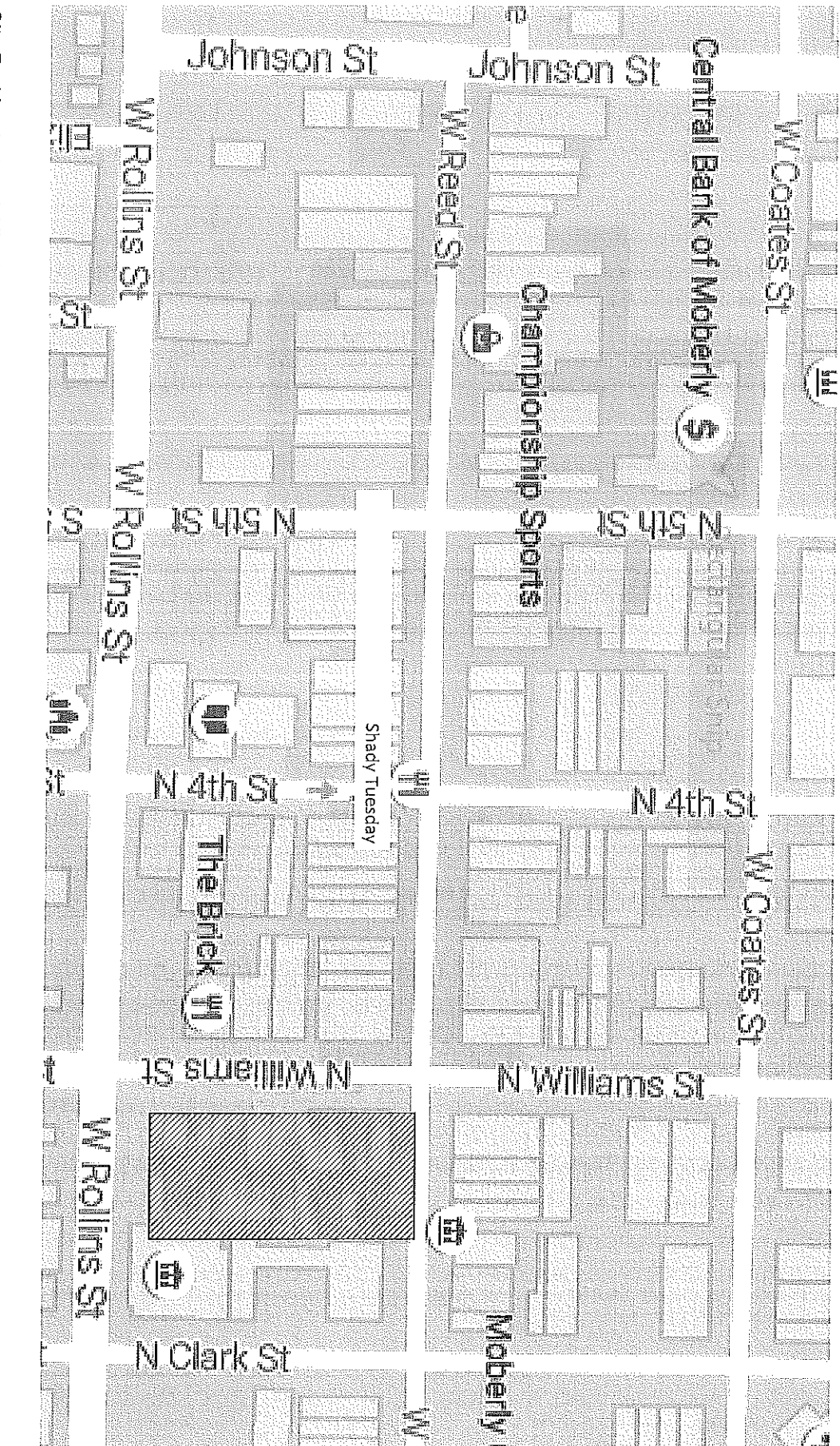
Catered Meal: will be available inside the Moberly Municipal Auditorium

Photo Booth: (possible- depending on budget) Located in the Moberly Municipal Auditorium

We will have paid staff and volunteers monitoring the 4th Street Theatre, Moberly Municipal Parking Lot and the inside of the Moberly Municipal Auditorium.



Requested Area to Lift Enforcement of Open Alcohol Consumption Ordinance During Event



City Parking Lot and Alley West of the Municipal Auditorium

We would like to close the Parking Lot for public parking during the event and utilize it for vendor tents, a seating area, and entertainment area.

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #6.

Department: Public Works

Date: April 18, 2022

Agenda Item: Receipt of bids for a 10HP 120 Gallon Air Compressor for the Street Barn Shop.

Summary: We received 4 quotes for a 10HP 120 Gallon air compressor. Staff recommends the NAPA Auto Parts bid.

Recommended Action: Direct staff to bring forward to May 2, 2022 regular City Council meeting for final approval.

Fund Name: Street Improvement CIP

Account Number: 601.000.5502

Available Budget \$: 322,075.26

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 checked="" 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___ Jeffrey

Council Member

M___ S___ Brubaker

M___ S___ Kimmons

M___ S___ Kyser

M___ S___ Lucas

Passed Failed

Bid Tab for 10 HP 120 Gallon Air Compressor

Company		Total
NAPA Auto Parts	10 HP Recip Compressor	\$4,099.99
Snap On	10 hp 120 gal air compressor	\$4,604.00
Northern Tools & Equipment	Quincy QP-10 Pressure Reciprocating Air Compressor	\$5,799.99
Eagle Equipment	Industrial Gold 7.5 HP Horizontal Air Compressor	\$6,256.00

* * Q U O T E * *

Page 1 of 1

Napa Auto Parts of Moberly
1701 N. Morley
Moberly, MO 65270

ACCT #

SOLD TO

DATE

TIME

2830

SR #

94

City of Moberly
101 W. Reed
MOBERLY, MO 65270

04/04/2022

08:19

STORE #

SALES ORDER #

EMP #

800004175

130303

25 Stacy

PART NUMBER

LN

DESCRIPTION

QUANTITY

LIST

PRICE

TOTAL

45465721

IR

10HP RECIP COMPRESSOR

1.00

8,516.24

4099.99

4,099.99

TOTAL ----->

4,099.99

*** Plus Applicable Taxes. ***
*** Prices Subject to Change Without Notice. ***

* * THIS IS NOT AN INVOICE * *

**Snap-on Tools Quote**

Sold By: Chad Guffey
Address: 3333 Hwy 24 West
 HUNTSVILLE, MO 65259-

Sold To: CITY OF MOBERLY
Address: MO 65270-

Phone: 660-269-9450

Quote Date - 4/1/2022

Account Type: RA
Invoice #: 04012280542Q

WS #6.

8:50:29

Phone: 660-651-0786

Tax Exempt #:

PO #:

Part #	Qty	Description	Line Type	Price	Discount	Total	Tax
CI102EH20V	1	10 hp 120 gal air comp.	Sale	4,604.00	0.00	4,604.00	0.00

Notes: Part number is tax Exempt.

- Wear safety goggles
- Use the right tool
- Use the tool properly
- Maintain the tool regularly

SubTotal 4,604.00
5.975 % Tax 0.00
Freight 0.00
Grand Total 4,604.00

AccountType	Previous Balance	Purchases	Total	Payment	New Balance
RA	0.00	4,604.00	4,604.00	0.00	4,604.00

Your Next RA Payment Will Include: 0.00
 Your Agreed Upon Weekly Payment Is: 920.80
 Your Next RA Payment Will Be: 920.80

For value received, the Purchaser, as continuing security for the repayment of all obligations now or hereafter owing to the Franchisee, including, without limitation, the prompt payment, as and when due, of the purchase price of the PMSI Collateral (as hereinafter defined), and the performance of all of the obligations, covenants and warranties of the Purchaser to the Franchisee hereunder, hereby grants to the Franchisee a continuing specific and fixed purchase money security interest in all products supplied, sold or provided to the Purchaser by the Franchisee, including the tools listed above, and including all accretions, substitutions, replacements, additions and accessions thereto and all Proceeds thereof (the "PMSI Collateral"). I agree that the Franchisee named above or its assigns shall retain a Purchase Money Security Interest in the PMSI Collateral until I have made all the promised payments, at which time Franchisee's security interest shall be released. If I fail to make any of the payments specified, I agree to return the PMSI Collateral to the Franchisee or its assigns on demand. Until all payments are made, I agree to retain the PMSI Collateral in my possession in good condition and to notify the Franchisee of any changes in employment or home address. In the event that I fail to make the promised payments and the Franchisee must resort to civil litigation to obtain return of or payment for the PMSI Collateral, I shall be held responsible for the costs of such litigation including reasonable attorneys' fees.

X

X

Quincy QP-10 Pressure Lubricated Reciprocating Air Compressor — 10 HP, 230/460 Volt, 3 Phase, 120 Gallon Horizontal, Model# 3103DS12HCA

Item# 3580


Only \$5799.99

Free Shipping (Lower 48 states)

Choose Options for complete product description, reviews and purchasing.

 VOLT

- QP heavy-duty cast iron fully pressure lubricated system provides positive lubrication to all critical surfaces: crankshaft, bearings and connecting rods up to wrist pins
- High-quality Gerotor oil pump and oil filter ensures consistent lubrication, lower operating temperatures and better filtration for longer life and reliability
- Provides up to 15% longer pump life than traditional splash lubricated compressors
- Delivers 60,000+ hours of pump life
- Continuous 100% duty cycle operation

Product Summary

Quincy QP heavy-duty pressure lubricated reciprocating air compressors are designed for tougher applications where traditional splash lubricated compressors just are not enough. They are built for efficiency and lower operating costs, producing more compressed air at a lower horsepower. They run at a slower RPM, run cooler and cost less to operate. QP pump delivers up to 15% longer life than splash lubricated pumps. Heavy-duty compressors are engineered for industrial applications and boast an industry-leading 60,000-hour pump life rating. One-year limited warranty without warranty kit purchase. Purchase a warranty kit (Item# 43107) at the same time and on the same receipt as this compressor and register within 10 days, and it will double the package warranty to 2 years and triple the pump warranty to 3 years (on-site parts and labor included). Extend the warranty to a 4th and 5th year on the pump and package warranty to 3 years with purchase of extended plus warranty kit (Item# 44809). U.S.A.

What's Included

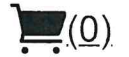
- (1) Compressor

Features + Benefits



- QP heavy-duty cast iron fully pressure lubricated system provides positive lubrication to all critical surfaces: crankshaft, bearings and connecting rods up to wrist pins
- High-quality Gerotor oil pump and oil filter ensures consistent lubrication, lower operating temperatures and better filtration for longer life and reliability
- Provides up to 15% longer pump life than traditional splash lubricated compressors
- Delivers 60,000+ hours of pump life
- Continuous 100% duty cycle operation
- 175 max. PSI
- Equipped with a powerful 10 HP electric motor with magnetic starter
- Pressure-lubricated QP 2-stage cast iron pump
- Belt drive
- ASME certified 120-gallon tank with manual tank drain

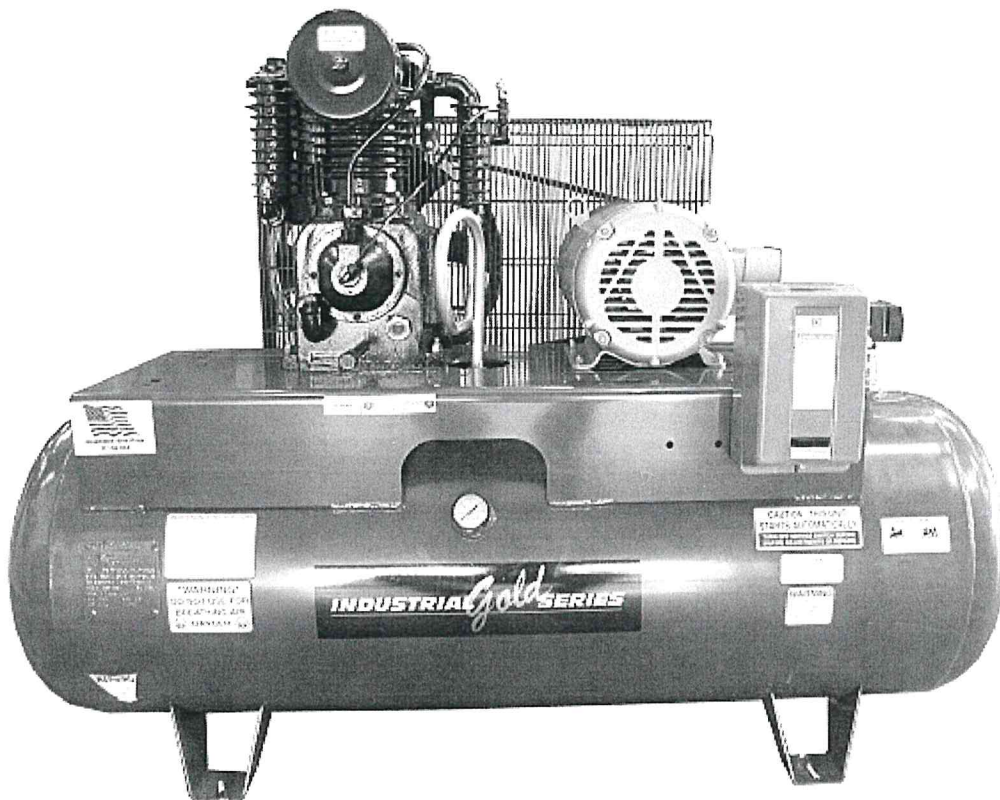




(https://www.eagleequip.com/)

(https://www.eagleequip.com/mm5/merchant.mvc?

Screen=BASK&Store_Code=EE)



Industrial Gold 7.5 HP Horizontal Air Compressor

Code: E7519

[Click Here for Specifications & Optional Features](#)

\$6,256

ADD TO CART

PRODUCT DESCRIPTION

- Industrial Gold Model CI7523E120H
- 3-phase 7.5 HP horizontal
- Volt phase: 208-230-460-3
- 120 gallon tank
- CFM disp. 38.2
- CFM 100 psi 34.1
- CFM 175 psi 37.2
- Pulley size 7.0
- Four (4) cylinder
- Compression rpm 595
- Dimensions: 60" x 26" x 70"
- Continual run or start/stop
- Magnetic starter
- Shipping weight: 880 lbs.

[Shipping Quote](#)

[Warranty Info](#)

[Delivery Info](#)

Shipping Quote

Add this item to your virtual cart to find out how much shipping will cost instantly. Select "estimate shipping" in your online cart and enter your shipping zip code to see the cost. If you would prefer to receive a shipping quote via email, fill out the form below or give us a call at 800-336-2776. See details on our blog for more info about our on-line cart! [Blog Shipping Quote Information \(https://www.eagleequip.com/blog/2015/10/06/get-a-shipping-quote-on-your-eagle-product-instantly/\)](https://www.eagleequip.com/blog/2015/10/06/get-a-shipping-quote-on-your-eagle-product-instantly/)

Fields in red are required.

* When are you looking to make a purchase?

Select One

* Quantity

Additional items added to your quote

* Ship to Zip

Company Name

* Your Email Address

Your Comments

* First Name

* Last Name

* Phone

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #7.

Department: Public Works

Date: April 18, 2022

Agenda Item: Receipt of bids for the 2022 street improvement (Micro Seal).

Summary: We advertised for bids for street improvements (micro seal). Bids were opened April 12, 2022. Staff recommends accepting the bid from Missouri Petroleum products for the micro seal.

Recommended Action: Direct staff to bring forward to May 2, 2022 regular City Council meeting for final approval.

Fund Name: Transportation Trust

Account Number: 601.000.5502

Available Budget \$: 280,532.00-

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 checked="" 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___ **Jeffrey**

Council Member

M___ S___ **Brubaker**

M___ S___ **Kimmons**

M___ S___ **Kyser**

M___ S___ **Lucas**

Passed Failed

ADVERTISEMENT FOR BIDS

The City of Moberly, Missouri is requesting bids for the **2022 Street Improvements Project** including Micro Seal for various Streets within the City of Moberly.

Specifications and bid documents are available from the Director of Public Works office at Moberly City Hall, 101 West Reed Street, Moberly, MO 65270.

Please have your sealed bids marked **“2022 Street Improvements”** and to the office of the City Clerk at 101 W Reed St., Moberly, MO 65270 by **April 12, 2022 at 10:00 a.m.**

The City reserves the right to reject any or all bids. The City further reserves the right to waive any irregularities in any or all bids and reserves the right to determine which the most responsive, responsible bidder is and to reject or approve the bond. Work can begin immediately following approval, weather permitting.

SUBMITTED BY THOMAS E. SANDERS
CITY OF MOBERLY
DIRECTOR OF PUBLIC WORKS

PUBLISH ONE TIMES IN THE: SATURDAY EDITION, APRIL 2, 2022 EDITION

[illegible]

City of

*Moberly!***BID SHEET**

Bids due by 10:00 a.m. on April 12, 2022

Micro Seal
 Estimated Quantity:
40,544 sq. yd.

Unit Price \$ 4.50 /sq. yd.
 Four dollars and fifty cents

*Type II, FA24 Slag is to be used as aggregate mix.

*Please see attached Guideline (A143)

Company Name: Vance Brothers, Inc.

Signature: *Shawn Brost*
 Shawn Brost, Vice President

VANCE BROTHERS INC
 CORPORATE SEAL
 MISSOURI

VANCE BROTHERS INC (816) 923-4325

Vance Brothers Inc.
 5201 Brighton P.O. Box 300107
 Kansas City, MO 64130-0107

City of

*Moberly!***BID SHEET**

Bids due by 10:00 a.m. on April 12, 2022

Micro Seal
Estimated Quantity:
40,544 sq. yd.

Unit Price \$ 3.60 /sq. yd.

*Type II, FA24 Slag is to be used as aggregate mix.

*Please see attached Guideline (A143)

Company Name: Missouri Petroleum Products Company LLC.Signature: 

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #8.

Department: Administration

Date: April 18, 2022

Agenda Item: An Ordinance Approving an Intergovernmental Cooperation Agreement for the Operation of a Farmers' Market at the Fennel Complex; and Providing Further Authority (the "Ordinance").

Summary: As part of a downtown revitalization strategy, the City of Moberly (the "City") with the support of the Downtown Moberly Community Improvement District (the "District") has acquired the fee interest in the "Fennel Complex," a series of long vacant commercial structures situated at Clark and Coates Streets and consisting of the Fennel Building, an 8,500 square foot, two story structure; the former Pro Auto Building, a 5,000 square foot, single story structure; and portions of a building formerly serving as the J. T. Cross Lumberyard.

The City intends to improve and offer for rentals to public and private entities a certain portion of the Fennel Complex consisting of the open-air northern half of the Fennel Complex (the "Events Space") as a public events venue. Among other things, the City contemplates the Events Space as the venue for a seasonal farmers' market.

The Randolph County Health Department (the "Department") has expressed willingness to undertake and operate such a seasonal farmers' market, all subject to and in accordance with the terms and conditions of a certain Intergovernmental Cooperation Agreement in substantially the form attached to and incorporated by reference in the Ordinance (the "Agreement"). Under the Agreement, the City will waive customary rentals for the Event Space and that the District provide one time assistance for promotional expenses. Other than the waiver of rentals, the City will have no financial obligation under the Agreement.

The Department and the City will each independently obtain customary insurance coverages for the Event Space. The City will provide customary public safety and fire protections services for the farmers' market and the Events Space in accordance with the City's normal practices for such services. The Agreement also requires that promptly at the conclusion of each market event, the Department shall police and clean the entire Events Space including collection and disposal of trash and effuse and shall in each case leaving the Events Space in a clean and sanitary condition.

The District will independently approve the Agreement.

Recommended Action: Approve this ordinance

Fund Name: N/a

Account Number: N/A

Available Budget : N/A

ATTACHMENTS:

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

Council Member

M___ S___ **Brubaker**

M___ S___ **Kimmons**

M___ S___ **Kyser**

M___ S___ **Lucas**

Passed Failed

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (this “*Agreement*”) is made and entered into as of the _____ day of _____, 2022 (the “*Effective Date*”), by and among the **DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and Missouri political subdivision having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “*District*”); the **CITY OF MOBERLY**, a city of the third class and Missouri municipal corporation having a principal office at 101 West Reed Street – City Hall, Moberly, Missouri 65270 (the “*City*”); and the **RANDOLPH COUNTY HEALTH DEPARTMENT**, a Missouri local public health agency having a principal office at 1319 Highway 24 East, Suite A, Moberly, Missouri 65270 (the “*Department*” and together with the District and the City, the “*Parties*”).

RECITALS

A. Sections 70.210 through 70.320 of the Revised Statutes of Missouri, as amended, authorize municipalities and other political subdivisions to contract and cooperate with other municipalities, political subdivisions, agencies of the state, or with any private person, firm, association or corporation for the planning, development, construction, acquisition, or operation of any public improvement or service, the subject and purposes of which are within the scope of the powers of such municipality or political subdivision.

B. As part of a downtown revitalization strategy, the City with the support of the District has acquired a fee interest in certain vacant commercial structures situated on real property located at Clark and Coates Streets in the City’s downtown area and consisting of the Fennel Building, the former Pro Auto Building, and portions of a building and open area formerly serving as the J. T. Cross Lumberyard, all as depicted and legally described on Exhibit A, attached to and incorporated by reference in this Agreement (collectively, the “*Fennel Complex*”).

C. The City and the District intend to improve and retain a certain portion of the Fennel Complex consisting of the open air northern half of the Fennel Complex as depicted on Exhibit B, attached to and incorporated by reference in this Agreement (the “*Events Space*”) as a public events venue including, without limitation, a seasonal farmers’ market and the Department is willing to undertake and operate such a seasonal farmers’ market, all subject to and in accordance with the terms and conditions of this Agreement.

AGREEMENT

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

1. Undertakings by Department; Development and Review of Market Schedule .
The Department shall provide all labor, materials, and management and supervision and shall assume full responsibility for the recruitment, promotion, coordination and operation of a seasonal farmers’ market (the “*Market*”) at the Events Space; *provided that* the City and the District shall provide funding assistance for advertising solely through and in accordance with a certain third party agreement for Promotional Services with the Moberly Chamber of Commerce, Inc. The Market shall be operated and open for consumer use a minimum of twice per month in each month

during the months of May through September, inclusive (minimum ten events) each lasting a minimum of four hours. The Market shall be open to all vendors including, without limitation, food trucks and similar activities. Within Forty-Five (45) days of the Effective Date, the Department shall develop and submit for City and District contemporaneous review and approval a schedule setting forth days, dates and times of operations, proposed vendor space layout, and proposed vendor fees, if any, to be charged for space within the Market (collectively, the “**Market Schedule**”). Within Thirty (30) days of receipt, the City and the District shall review the Market Schedule and shall make such reasonable revisions to the Market Schedule as the City or the District may deem necessary. The Department shall implement the Market Schedule as finally approved; *provided that* in the event vendor charges or similar fees are to be imposed, all revenues from such charges shall be shared equally among the Department, the City and the District. The Department may develop and promulgate such reasonable regulations for the operations at the Market as the Department may deem prudent from time to time and the Department shall be solely responsible for enforcement of such regulations and for vendor and customer relations. The Department may provide at the Department’s sole cost and expense music or similar entertainment at the Market during hours of operation.

2. Undertakings by City, District. The City shall provide the Events Space for the Market in accordance with the Market Schedule as finally approved at no cost to the Department. The City shall provide customary public safety and fire protections services at the Market and the Events Space in accordance with the City’s normal practices for such services; *provided that* promptly at the conclusion of each Market event, the Department shall police and clean the entire Events Space including collection and disposal of trash and effuse and shall in each case leave the Events Space in a clean and sanitary condition. Upon and subject to approval of the Market Schedule, the District shall provide a one-time Two Thousand Five Hundred Dollar (\$2,500.00) marketing budget to the Department which amount shall be used solely in the recruitment of vendors and the promotion and advertising of the location and the Market operation.

3. Insurance; Mutual Waiver and Release. The Department and the City shall each obtain and maintain at all times during the term of this Agreement “all risk” fire and extended coverage insurance, commercial general liability insurance for the Market and the Events Space, which is commercially reasonable and in amounts and terms customary for similar activities elsewhere in Randolph County; *provided that* the Department and the City may each supply such insurance coverage under and through existing “blanket” policies. Each such insurance coverage shall name the District as an additional insured. In addition, the Department, the City and the District each hereby waives and releases the other Parties and their respective officers, agents, employees, and attorneys acting under this Agreement from and against any and all claims, demands, actions, causes of action or other liabilities and/or damages, whether known or unknown, whether existing at law, by statute or in equity asserted or capable of being asserted by such Party or any officer, agent, or employee of such Party arising in any way from the operations at the Market and any aspect of programs contemplated under this Agreement, or of the condition of the Events Space; *provided that* the foregoing waiver and release shall not apply in any case of gross negligence or willful misconduct by any officer, agent, or employee of such Party.

4. Mutual Cooperation. Each Party to this Agreement hereby agrees and covenants: (i) to cooperate in good faith with one another in each of the undertakings authorized by this Agreement; (ii) to promptly make and deliver such timely decisions as may be required to permit the other Parties

to perform their obligations under this Agreement; (iii) to take such actions and execute and deliver such further documents and instruments as may be reasonably necessary to facilitate the undertakings authorized by this Agreement and which do not impair the rights of the acting or signing Party as they exist under this Agreement; and (iv) to otherwise aid and assist each other in carrying out the terms, provisions and intent of this Agreement.

5. Notices. All notices between the parties hereto shall be in writing and shall be sent by certified or registered mail, return receipt requested, by personal delivery against receipt or by overnight courier, shall be deemed to have been validly served, given or delivered immediately when delivered against receipt or Three (3) business days after deposit in the mail, postage prepaid, or One (1) business day after deposit with an overnight courier, and shall be addressed as follows:

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

With a copy to: Cunningham, Vogel & Rost, P.C.
 333 South Kirkwood Road, Suite 300
 St. Louis, Missouri 63122
 Attention: Thomas A. Cunningham, Esq.

If to the District: Downtown Moberly Community Improvement District
 101 West Reed Street
 Moberly, Missouri 65270
 Attention: Chair

With a copy to: Cunningham, Vogel & Rost, P.C.
 333 South Kirkwood Road, Suite 300
 St. Louis, Missouri 63122
 Attention: Thomas A. Cunningham, Esq.

If to the Department: Randolph County Health Department
 1319 Highway 24 East, Suite A
 Moberly, Missouri 65270
 Attention: Administrator

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

6. Term of Agreement; Assignment. This Agreement shall terminate upon the date which is One (1) Year from the Effective Date upon Thirty (30) days prior written notice from the terminating Party to the other Parties. Otherwise this Agreement shall automatically renew from year to year under the terms of this Agreement. This Agreement shall not be assignable by any Party without prior written consent of the other Parties.

7. **Representations of the Department.** The Department hereby represents and warrants to the City and to the District as follows:

(a) The Department enjoys full current authority to enter into this Agreement and to fully perform each the obligations of the Department under this Agreement; and

(b) No other or further approvals of any body, individual, or entity are required to authorize the execution of this Agreement by the Department or to render this Agreement upon its execution binding upon the Department.

8. **No Personal Liability.** No present or future official, agent, employee, or representative of any Party shall be personally liable to any other for any default, breach of duty or other claim arising from this Agreement or actions hereunder.

9. **No Waiver of Sovereign Immunity.** Nothing in this Agreement shall constitute or be deemed to be a waiver by any Party of that Party's sovereign immunity.

10. **No Third Party Beneficiaries.** This Agreement is not intended to create or result in any third party beneficiary and shall not create any rights enforceable by any third party.

11. **Entire Agreement; Amendment; No Waiver by Prior Actions.** The Parties agree that this Agreement shall constitute the entire agreement among the Parties and no other agreements or representations other than those contained in this Agreement have been made by the Parties. This Agreement shall be amended only in writing and effective when signed by the duly authorized agents of the Parties. The failure of any Party hereto to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Agreement to be performed or observed by another Party shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

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

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

14. **Choice of Law; Venue.** This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. The Parties each agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri or in federal court of the Eastern District of Missouri and waive any objection based upon venue or *forum non conveniens* or otherwise.

15. **Headings; No Presumption; Agreement Preparation.** The headings and captions of this Agreement are for convenience and reference only, and in no way define, limit, or

describe the scope or intent of this Agreement of any provision thereof and shall in no way be deemed to explain, modify, amplify or aid in the interpretation or construction of the provisions of this Agreement. Each Party and their respective attorneys have had full opportunity to review and participate in the drafting of the final form of this Agreement. This Agreement shall be construed without regard to any presumption or other rule of construction whereby ambiguities within this Agreement or such other document would be construed or interpreted against the party causing the document to be drafted. The Parties each further represent that the terms of this Agreement has been completely read by them and that those terms are fully understood and voluntarily accepted by them. In any interpretation, construction or determination of the meaning of any provision of this Agreement, no presumption whatsoever shall arise from the fact that the Agreement was prepared by or on behalf of any Party hereto.

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

IN WITNESS WHEREOF, the DISTRICT, the CITY, and the DEPARTMENT have each caused this Agreement to be executed in their respective names and attested to as of the Effective Date.

**DOWNTOWN MOBERLY COMMUNITY
IMPROVEMENT DISTRICT**

By : _____
Brian Crane, Chair

ATTEST:

By: _____
Secretary

THE CITY OF MOBERLY

By: _____
Jerry Jeffrey, Mayor

ATTEST:

Shannon Hance, City Clerk

RANDOLPH COUNTY HEALTH DEPARTMENT

By : _____
Sharon Whisenand, Administrator

ATTEST:

By: _____

EXHIBIT A
FENNEL COMPLEX
FENNEL COMPLEX – LEGAL DESCRIPTION

All of Lots One (1), Two (2), Three (3), Four (4), and Five (5) in Block Five of the Original Town Of Moberly, Missouri in Randolph County or more commonly known as 209 W. Coates Street.

All of Lots 6,7,8,9,10,11,12,13,14,15, 16, and 17 of Block 5 of the Original Town of Moberly, Missouri, Randolph County, Missouri, more particularly described as follows: Beginning at the center of a party wall and the SE corner of Lot 6 of the Original Town Of Moberly (a ½” iron rod, found N 87° 35’ 32” E, 0.10 feet); thence along the center of said party wall, S 87°35’52” W, 112.70 feet to a ½” iron pipe, (set) and the SW corner of said Lot 6; thence leaving the center of said party wall and along the West line of Lots, 6,7,8,9,10,11,12,13,14,15,16, and 17, N 02° 24’08” W, 378.70 feet to the intersection with the Southerly line of Sturgeon Street; thence leaving said West line and along said Southerly line along a curve to the right having a radius of 1042.28 feet, 138.62 feet a (long chord bears, S 56°51’03” E, 135.52 feet) to a ½” iron pipe (set) at the intersection with the East line of said Lots; thence said Southerly line and along said East line, S 02° 24’08” E, 298.16 feet to the Point of Beginning. The above-described tract of land contains 0.88 acres, more or less or more commonly known as 311 N. Clark and 315 N. Clark Street.

EXHIBIT B EVENTS SPACE



City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #9.

Department: Administration

Date: April 18, 2022

Agenda Item: An Ordinance Approving a Promotional Services Agreement; and Providing Further Authority (the “Ordinance”).

Summary: Currently, the Moberly Chamber of Commerce (the “Chamber”) provides various services for downtown Moberly to create a positive image of downtown, promote the downtown area, and improve the appearance of downtown pursuant to, among other arrangements, that certain Administrative Services Agreement dated December 28, 2018 by and among the Chamber, the City of Moberly (the “City”), and the Downtown Moberly Community Improvement District (the “District”), and that certain Tourism Promotion Services Agreement last executed on January 4, 2022 by and between the City and the Chamber.

It has been noted that the overlap in scope among the various agreements and arrangements providing for the promotion of the downtown area results in various inefficiencies. Accordingly, the City, the Chamber, and the District now wish to consolidate and expand the various downtown services provided to coordinate and improve service delivery and to assign new tasks to the Chamber related to collective promotions and special events planning, all as provided in the “Promotional Services Agreement,” attached to and incorporated by reference in the Ordinance (the “Agreement”).

In particular, the Agreement mandates development of an annual marketing budget and program to be submitted for approval at the beginning of each calendar year. This marketing program will apply efficiencies by setting out the activities to be undertaken during the year and associated funding and is intended to reduce or eliminate the need for “ad hoc” requests for funding support throughout the year which has been the practice in the past. The Agreement provides for progress reports at least quarterly. Although the Agreement subsumes and supersedes the prior Administrative Services Agreement, the Tourism Promotion Services Agreement and associated obligations will remain in place subject to general provisions of this Agreement.

The proposed Ordinance provides for the approval of the Agreement. The District will independently consider approval of the Agreement.

Recommended Action: Approve this ordinance

Fund Name: N/a

Account Number: N/A

Available Budget : N/A

ATTACHMENTS:

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

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Kyser** _____

M___ S___ **Lucas** _____

Passed Failed

PROMOTIONAL SERVICES AGREEMENT

THIS PROMOTIONAL SERVICES AGREEMENT (this “**Agreement**”) is made and entered into this _____ day of _____, 2022 (the “**Effective Date**”), by and among the **DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**District**”); the **MOBERLY CHAMBER OF COMMERCE, INC.**, a Missouri not for profit corporation in good standing having a principal office at 211 West Reed Street, Moberly, Missouri 65270 (the “**Chamber**”); and the **CITY OF MOBERLY, MISSOURI**, a city of the third class and Missouri municipal corporation having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**City**” and, together with the District and the Chamber, the “**Parties**”).

RECITALS

A. Sections 70.210 through 70.320 of the Revised Statutes of Missouri, as amended, authorize the City and the District to contract with any private person, firm, association, or corporation for the planning, development, construction, acquisition, or operation of any public improvement or service, the subject and purposes of which are within the scope of the powers of the City and the District.

B. The Chamber currently provides services for downtown Moberly to stimulate economic development, create a positive image of downtown, promote the downtown area, and improve the appearance of downtown pursuant to a certain Administrative Services Agreement dated December 28, 2018 by and among the Chamber, the City, and the District (the “**Marketing Agreement**”), and a certain Tourism Promotion Services Agreement last executed on January 4, 2022 by and between the City and the Chamber (the “**Tourism Agreement**”).

C. The Parties now wish to consolidate and expand the various downtown services provided within the corporate limits of the District under the Marketing Agreement and the City Agreement, to coordinate and improve service delivery by assigning new tasks to the Chamber related to collective promotions and special events planning, and to provide for the allocation of shared funding for such services, all as memorialized in this Agreement.

AGREEMENT

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

1. Prior Agreements Terminated. The Marketing Agreement is hereby superseded and terminated as of the Effective Date and thereafter no Party shall have any further obligation to any other Party under the Marketing Agreement.

2. Chamber Responsible for Downtown Promotion and Marketing. As of the Effective Date the Chamber shall assume sole responsibility for all promotion and marketing efforts to be undertaken and implemented within the corporate limits of the District (“**Downtown**”) including,

without limitation (i) special events planning, organizing and implementation; (ii) social media utilization and marketing (iii) coordinated District-wide promotions and advertising based upon and utilizing branded promotional materials and approaches previously approved by the District; and (iv) providing assistance and advice to individual business owners and operators in the utilization of marketing efforts including, without limitation, advertising and media purchases, all of which activities and undertakings shall be designed to create a positive image of Downtown, promote the Downtown area and downtown businesses, and improve the appearance of Downtown (collectively the “**Promotional Services**”).

(a) ***Chamber to Develop and Submit Annual Marketing Program.*** Within Forty-Five (45) days of the Effective Date and not later than January 31st in each subsequent year this Agreement remains in effect the Chamber shall prepare and deliver in written, tabular and graphic form for contemporaneous review and approval by the City and by the District a proposed schedule of events and undertakings in connection with each of the Promotional Services identified in this paragraph 2 (the “**Marketing Program**”) for the applicable calendar year which Marketing Program shall contain at minimum the events listed on Exhibit A, attached to and incorporated by reference in this Agreement; *provided that* with respect to semi-monthly “Farmers’ Market” events, Chamber responsibilities shall be limited to funding of and assistance with advertising and coordination with the Randolph County Health Department (or other third party) which shall assume all administrative responsibilities for “Farmers’ Market” events. The City and the District each agree in each case to review each such Marketing Program and schedule within Thirty (30) days of receipt and to offer suggestions and feedback, and finally approve such Marketing Program with such modifications as may be required by the District or the City; *provided that* in the event of a conflict in the suggested modifications offered by the City and by the District, the modifications offered by the City shall govern. Upon approval, each such Marketing Program shall be incorporated by reference in this Agreement.

(b) ***Chamber to Undertake and Implement Approved Marketing Program and Schedule; Quarterly Reports.*** In each year this Agreement remains in effect, the Chamber shall implement the applicable Marketing Program in accordance with the schedule as finally approved; *provided that* nothing in this Agreement shall require the Chamber in the performance of the tasks and duties imposed by this paragraph 2 to hire or contract with any personnel or utilize any resources other than those available to the Chamber in the normal course of its business activities, including state and national organization resources and materials and consulting advice normally available to the Chamber. At least quarterly in each year the Chamber shall provide written progress reports to the City and to the District identifying for such quarter special events planned and implemented; social media contacts obtained; promotions and advertising efforts; and assistance provided to individual business owners.

3. **Chamber to Continue Tourism Promotion.** In addition to the Promotional Services set forth in paragraph 2 of this Agreement, utilizing the Chamber’s “Tourism Promotion Specialist” or other similar staff person the Chamber will continue to provide each of the tourism promotion services as specified in the Tourism Agreement for the City including, without limitation advertising, promotional information dissemination, preparation of an annual marketing and work plan, attendance at regular meetings of the Moberly Tourism Commission (collectively the “**Tourism Promotion Services**”); *provided that* the term of the Tourism Agreement shall be extended from year to year for a one year term, beginning on January 1 of the applicable year.

4. City and District to Provide Annual Funding; Sources of Funds. Subject to the terms of this paragraph 4 the District and the City hereby agree to make available annually, but only from the following sources to the Chamber the following amounts which amounts are deemed adequate to fully compensate the Chamber for the provision of the Promotional Services in accordance with paragraph 2 of this Agreement including, without limitation, in each such year all labor, supervision, administration, planning and research time and expense, materials, supplies, and all third-party purchased services:

City	\$ 21,000
District	\$ 4,000;

provided that amounts provided by the District shall be made available solely from revenues actually received by the District from the levy of the 1.0% sales and use tax upon taxable sales within the District, (the “**CID Sales Tax**”) approved by the registered voters of the District on May 23, 2017, all pursuant to the Community Improvement District Act, sections 67.1401 through 67.1571, inclusive, of the Revised Statutes of Missouri, as amended; and *provided further that* such amounts are at all times subject to the availability and sufficiency of amounts actually received by the District in respect of the CID Sales Tax.

(a) ***Timing of Amounts to be Provided Subject to Annual Appropriation.*** The foregoing amounts shall be provided by the respective Parties on an annual basis on or before January 3 of the applicable year, subject, to annual appropriation therefor by the Parties’ respective governing bodies and in accordance with Missouri law, and automatically renewed in each year by the Parties unless written notification of the intent not to continue funding is provided by the District or by the City to the other Parties not less than Ninety (90) days prior to the end of the applicable calendar year, (the “**Renewal Date**”) in which event this Agreement shall terminate and none of the Parties hereto shall have any further obligation to any other Party under this Agreement. In the event no such notification of intent is received prior to the Renewal Date the governing bodies of the respective Parties shall include the foregoing respective amounts in annual budgets and, subject to the limitations and conditions of this paragraph 4, shall in good faith consider the approval of the respective amounts.

(b) ***City to Independently Fund Tourism Promotion.*** In addition to the foregoing amounts, the City hereby agrees to make available annually, but solely from revenues actually received by the City from the City’s 4.0% Non-Resident Lodging Tax, subject to annual appropriation, the amount of \$85,200, payable in monthly installments of \$7,100, which amounts are deemed adequate to fully compensate the Chamber for the provision in each year of the Tourism Promotion Services in accordance with paragraph 3 of this Agreement including, without limitation, in each such year all labor, supervision, administration, research time and expense, materials, supplies, and all third party purchased services.

5. Additional Consideration. The Parties acknowledge that the Chamber has obtained an estimate from L&J Development, Inc. attached as Exhibit B to and incorporated by reference in this Agreement (the “**Cost Estimate**”) for interior and structural renovations to the Chamber’s offices at 211 West Reed Street in the total estimated amount of \$158,378.88 (collectively, the “**Chamber Improvements**”) which Chamber Improvements will increase the functionality of the

Chamber and facilitate the promotion of the District. Accordingly, the City and the District each agree to contribute and reimburse the Chamber annually for a maximum period of Ten (10) years beginning on the Effective Date from lawfully available funds in the amounts of \$6,000 each (total \$12,000) subject to substantial completion of the Chamber Improvements as set forth on the Cost Estimate; *provided that* the Chamber shall be solely responsible for any cost overruns or increases in respect of the Chamber Improvements. As additional consideration for and as a material inducement to the City and the District to enter into this Agreement and provide the funds identified in this paragraph 5 and in paragraph 4 of this Agreement the Chamber hereby agrees to fund from the Chamber's own resources the remainder of funds necessary to complete the Chamber Improvements in accordance with the Estimate and to fully complete the Chamber Improvements not later than June 30, 2023. The Parties acknowledge that the Chamber has previously made application and been granted a \$10,000 award (the "**PPI Award**") under Round 7 of the District's Private Property Improvement ("**PPI**") program for repairs to and renovation of the Chamber's offices at 211 West Reed Street. In consideration of the foregoing, the Chamber hereby agrees to waive and forego the PPI Award and to seek no additional City or District funds whether from the PPI program or otherwise in connection with the any of the Chamber Improvements or future improvements to the offices at 211 West Reed Street.

6. Release and Indemnification of District, City. The Chamber hereby releases the District and the City, and their respective officers, agents, employees, and attorneys acting hereunder from any and all claims, demands, actions, causes of action or other liabilities and/or damages, whether known or unknown, whether existing at law, by statute or in equity, arising in any way from this Agreement, amounts received or to be received by the Chamber hereunder, or any aspect of a programs contemplated under this Agreement and the Chamber further agrees to indemnify, defend and hold the District and the City each harmless from and against any and all injury, loss, damage or liability of any kind (or any claims in respect of the foregoing), costs, or expenses of any kind (including reasonable attorney's fees and court costs) arising in any way from this Agreement, the Promotional Services or any aspect thereof, the Tourism Promotion Services or any aspect thereof undertaken pursuant to this Agreement, or any acts or omissions of the Chamber with, for, or on behalf of the City or the District.

7. Compliance with Section 285.530 of the Revised Statutes of Missouri. The Chamber shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the performance of services, tasks and duties imposed by this Agreement, all as required by section 285.530 of the Revised Statutes of Missouri, as amended. The Chamber shall execute and deliver to the District an affidavit in the form of Exhibit C, attached to and incorporated by reference in this Agreement, affirming that the Chamber does not knowingly employ any person who is an unauthorized alien in connection with the performance of services, tasks and duties imposed by this Agreement.

8. Breach and Compliance; Right to Cure; Remedies Not Exclusive. In the event of substantial non-compliance by any Party with the terms of this Agreement applicable to such Party, written notice of same may be delivered to the non-compliant Party by either of the remaining Parties, and, if the non-compliant Party shall not have corrected such substantial non-compliance within Forty-five (45) days after receipt of such notice (unless the time for such correction is further extended in; writing by the noticing party or unless such correction reasonably requires

more than 45 days to correct; *provided that*, the non-compliant Party diligently pursues such correction to satisfactory completion), each of the remaining Parties or both of them may institute such proceedings as may be necessary or desirable in the remaining Party or Parties' sole opinion(s) to cure and remedy such default including, without limitation, the remedy of specific performance. None of the foregoing remedies shall be exclusive of any other remedy specified in this paragraph 8 or otherwise available to the parties at law or in equity and any and all such remedies may be exercised individually, sequentially, collectively, or in the alternative, all at the exercising party's sole discretion.

9. Representations of the Parties.

(a) The Chamber hereby represents and warrants to the City and to the District, jointly and severally, that:

(i) The Chamber is skilled in the matters addressed in this Agreement as the Promotional Services and the Tourism Promotion Services and possesses, or will obtain at no additional cost to the City or the District, the personnel and professional expertise required to deliver the Promotional Services and the Tourism Promotion Services; and

(ii) The Chamber possesses or has access to (or will obtain at no additional cost to the City or the District) all technology, digital media, means of communication and information dissemination (including upgrades thereto) required in any year to deliver the Promotional Services and the Tourism Promotion Services.

(b) Each of the Parties hereby represents and warrants, jointly and severally, to the other Parties that:

(i) The execution and delivery of this Agreement by such Party will not conflict with or result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which such Party or any parent, affiliate or principal of such Party is a Party or by which such Party or any parent, affiliate or principal of such Party is bound or any applicable articles of organization, or operating agreement, or any of the rules or regulations of any governmental authority applicable to such Party or any parent, affiliate or principal thereof;

(ii) Each Party has full power and authority to execute and deliver and perform the terms and obligations of this Agreement. Each Party has been authorized by all necessary action to execute and deliver this Agreement, which shall constitute the legal, valid and binding obligation of such Party, enforceable in accordance with its terms, subject to applicable laws affecting cities, bankruptcy and other laws affecting creditors' rights generally and to general principles of equity; and

(iii) There are no actions or proceedings by or before any court, governmental commission, board, bureau, or any other administrative agency pending, threatened, or affecting any Party that would impair that Party's ability to perform under this Agreement.

All warranties, representations, and agreements of the parties contained in this paragraph 9 or elsewhere in this Agreement shall survive termination of this Agreement for any reason.

10. Term of Agreement. This Agreement shall remain in full force and effect for a period of One (1) year from the Effective Date and shall automatically renew for terms of One (1) year on the anniversary date of this Agreement; *provided that* notwithstanding the foregoing, this Agreement may be terminated by either the Chamber, the City or the District effective Thirty (30) days following receipt of written notice from the terminating party.

11. Notices. Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice shall be in writing addressed to the addressees at the addresses set forth below, and transmitted by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, return receipt requested:

If to the District: Downtown Moberly Community Improvement District
 101 West Reed Street
 Moberly, Missouri 65270
 Attention: Chair

with a copy to: Cunningham, Vogel & Rost, P.C.
 333 South Kirkwood Road, Suite 300
 St. Louis, Missouri 63122
 Attention: Thomas A. Cunningham, Esq.

If to the Chamber: Moberly Area Chamber of Commerce
 211 West Reed Street
 Moberly, Missouri 65270
 Attention: Executive Director

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

with a copy to: Cunningham, Vogel & Rost, P.C.
 333 South Kirkwood Road, Suite 300
 St. Louis, Missouri 63122
 Attention: Thomas A. Cunningham, Esq.

or to such other persons as the parties may designate in writing from time to time in accordance with this paragraph 11 and all said notices shall be deemed given, as applicable, (a) upon hand delivery, (b) upon deposit with an overnight courier, or (c) upon deposit in the United States mail.

12. Survival; Severability. Any provisions of this Agreement that by their terms provide for or contemplate obligations or duties of a Party that are to extend beyond the expiration or termination of this Agreement (and the corresponding rights of the other Parties to enforce or receive the benefit of such obligations or duties) shall survive such expiration or termination of

this Agreement for any reason. The provisions of this Agreement shall be deemed severable. If any word, phrase, term, sentence, paragraph, or other portion of this Agreement shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected by such partial invalidity, and each remaining word, phrase, term, sentence, paragraph, covenant, or other portion of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

13. Headings; No Presumption; Agreement Preparation. The headings and captions of this Agreement are for convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement of any provision thereof and shall in no way be deemed to explain, modify, amplify or aid in the interpretation or construction of the provisions of this Agreement. Each Party and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Agreement and all documents attached as exhibits. This Agreement shall be construed without regard to any presumption or other rule of construction whereby ambiguities within this Agreement or such other document would be construed or interpreted against the Party causing the document to be drafted. The Parties hereto each further represent that the terms of this Agreement and the documents attached as exhibits hereto have been completely read by them and that those terms are fully understood and voluntarily accepted by them. In any interpretation, construction or determination of the meaning of any provision of this Agreement, no presumption whatsoever shall arise from the fact that the Agreement was prepared by or on behalf of any Party hereto.

14. Choice of Law; Venue; Waiver of Objections. This Agreement and its performance shall be deemed to have been fully executed, made by the Parties in, and governed by and construed in accordance with the laws of the State of Missouri applicable to contracts made and to be performed wholly within such state, without regard to choice or conflict of laws provisions. The Parties each agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri or in federal court of the Eastern District of Missouri and waive any objection based upon venue or *forum non conveniens* or otherwise.

15. Entire Agreement; Amendments; No Waiver by Prior Actions. The Parties each agree that this Agreement shall constitute the entire agreement among the Parties and no other agreements or representations other than those contained in this Agreement have been made by the Parties. This Agreement shall be amended only in writing and effective when signed by the duly authorized agents of the Parties. The failure of any Party hereto to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Agreement to be performed or observed by another Party shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

16. No Waiver of Sovereign Immunity; Public Liability Strictly Limited; No Personal Liability. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the District's or of the City's sovereign immunity. The parties hereto agree that in no event shall the District or the City, or any of their respective officials, officers, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to any other Party or any affiliate, assignee, sublessee, successor, assign, heir or personal representative of such Party in respect of any suit, claim, or cause of action arising out of this Agreement. No official, officer,

agent, attorney, employee, or representative of the District or of the City shall be personally liable to any other Party or the assignees, sublessees, successors, assigns, heirs or personal representatives of such Party in the event of any default or breach by any Party under this Agreement, or for any amount which may become due to any Party or on any obligations under the terms of this Agreement.

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

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

19. Assignment Limited. This Agreement may not be assigned in whole or in part by any party without prior written consent of each of the other Parties.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

**DOWNTOWN MOBERLY COMMUNITY
IMPROVEMENT DISTRICT**
(the "District")

By: _____
Chair

ATTEST:

Secretary

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

By: _____
Executive Director

ATTEST:

Secretary

CITY OF MOBERLY, MISSOURI
(the “City”)

By: _____
Mayor

ATTEST:

Shannon Hance, City Clerk

EXHIBIT A

EVENTS SCHEDULE *

Date	Event	Location	Marketing	Janitorial Services	Entertainment	Additional Items	Total
May 4th	Street Food Throw Down	Fennel Complex	\$ 100.00	\$ 250.00	\$ 100.00		\$ 450.00
May	Farmers' Market (2 events)	Fennel Complex	\$ 200.00				\$ 200.00
June 1st	Street Food Throw Down	Fennel Complex	\$ 100.00	\$ 250.00	\$ 500.00		\$ 850.00
June	Farmers' Market (2 events)	Fennel Complex	\$ 200.00				\$ 200.00
June 10th	Car Cruise	Fennel Complex	\$ 100.00	\$ 250.00	\$ 1,000.00		\$1,350.00
June 15th - 18th	Railroad Days					\$1,000.00	\$1,000.00
July 6th	Street Food Throw Down	Fennel Complex	\$ 100.00	\$ 250.00			\$ 350.00
July	Farmers' Market (2 events)	Fennel Complex	\$ 200.00				\$ 200.00
July 15th	Car Cruise	Fennel Complex	\$ 100.00	\$ 250.00	\$ 1,000.00		\$1,350.00
August 3rd	Street Food Throw Down	Fennel Complex	\$ 100.00	\$ 250.00	\$ 600.00		\$ 950.00
August	Farmers' Market (2 events)	Fennel Complex	\$ 200.00				\$ 200.00
August 5th	Sidewalk Sale		\$ 100.00				\$ 100.00
August 12th	Car Cruise	Fennel Complex	\$ 100.00	\$ 250.00			\$ 350.00
September 7th	Street Food Throw Down	Fennel Complex	\$ 100.00	\$ 250.00	\$ 500.00		\$ 850.00
September	Farmers' Market (2 events)	Fennel Complex	\$ 200.00				\$ 200.00
September 17 & 18	Junk Junktion		\$ 1,000.00	\$1,000.00	\$ 2,000.00		\$ 4,000.00
October 5th	Street Food Throw Down	Fennel Complex	\$ 100.00	\$ 250.00	\$ 500.00		\$ 850.00
November 12th	Veterans Day Parade		\$ 400.00				\$ 400.00
December 3rd	Christmas Festival					\$7,000.00	\$ 7,000.00
							\$20,850.00

* Budget amounts shown above are estimates only; event dates are illustrative and may be adjusted annually as required.

EXHIBIT B

COST ESTIMATE

BUDGET COST ESTIMATE



801 N Morley Street - PO Box 715
Moberly, Missouri 65270
(660) 269-8008
www.ljdevelopment.com

Date: January 5, 2022

Project No. L&J # 7465

Project: Moberly Area Chamber of Commerce
 Interior Remodel
 211 W Reed St
 Moberly, MO 65270

Materials Taxable: NO

1,900 Sq. Ft.

Description	Quantity	Unit	Division Sub-Totals	Notes:
1.000 General Conditions				
1.040 - Project Supervision	3	MTH		L & J Development - Working Superintendent
1.060 - Permits	1900	SF		City of Moberly - Building Permit
1.515 - Temporary Toilet	3	MTH		Apollo Porta Potty
1.700 - Clean-up				
Daily Cleaning	50	HR		L & J Development
Supplies	1	LS		
1.708 - Dumpster / Dump Fee				
20 Yrd. Dumpster	3	TRIP		Local Provider
1.900 - Small Consumables	1	LS		Consumable items not shown in specific line items below.
Division 1.000 General Conditions Total:			\$11,051.90	
2.200 Demolition				
2.220 - Demolition				
Tear out all interior finishes past office, all flooring	1	LS		L&J Development
Removal of back wall	1	LS		L&J Development
2.999 - Haz-Mat Abatement and Testing (By Owner)				If Suspicious Items are found
Division 2.200 Demolition Total:			\$10,450.00	
3.000 Concrete				
3.300 - S.O.G. System, Concrete				
Fill exterior stairs with gravel and pour a top 4" Conc., Reinf., Forming, VB & Labor	1	LS		Pour Cap over the Exterior Stairs
3.800 - Anchor Rods-for exterior walls				
Labor and material to install	1	LS		Repairs to the 2nd Floor - Floor Joists
Division 3.000 Concrete Total:			\$10,725.00	
6.000 Wood & Plastics				
6.100 - Misc. Wood Framing				
2x4x14', No.2	60	EA		Framing of new walls and of the pony walls to the 2nd Floor Floor Joists.
2x4x16', No.2	75	EA		
Fasteners & Adhesives	1	LS		
Labor to Frame	80	HR		L&J Development
6.410 - Cabinets				
Sub-Contract	1	LS		Lowe's in stock Cabinets for Bar Area
Labor to Erect	8	EA		L&J Development
6.412 - Cabinet Hardware				
3" Wire Pull Handles	1	LS		Lowe's in stock Handles
Labor to Install	2	HR		L&J Development
6.415 - Countertops				
Plastic Laminate Top	1	LS		Lowe's in stock Countertop
Labor to Erect Owner	2	HR		L&J Development
Division 6.000 Wood & Plastics Total:			\$8,042.17	

Description	Quantity	Unit	Division Sub-Totals	Notes:
7.000 Thermal & Moisture Protection				
R-13 Batt (Unfaced)	2000	SF		Insulation for Wood Exterior Walls
R-13 Batt (Unfaced) Steel Studs	1500	SF		Insulation for Metal Stud Interior Walls
R-30 Batt (Unfaced)	1600	SF		Ceiling insulation for above the Meeting Area
Case of spray glue	0.5	LS		
Labor to Install	80	HR		L & J Development
7.460 - Siding				
Fiber Cement Siding - Lap Siding	3	SQ		Siding for Back Wall
Labor to Install	3	SQ		Labor to install
7.650 - Gutters & Downspouts				
Gutter 6"	30	LF		Economy Metals
Downspout	30	LF		
Division 7.000 Thermal & Moisture Protection Total:			\$9,046.84	
8.000 Doors & Windows				
8.100 - Hollow Metal Doors & Frames				
IHM-1 Door, Insulated HM, 18 Ga./90 min. Primed	1	EA		New Metal Door and Frame for Entry to Alley
HM-1 Frame (Exterior) 16 Ga. Welded, Primed	1	EA		
HM-3 Frame (Interior) 16 Ga. Knock-Down, Primed	9	EA		New Interior Metal Door Frames
Labor to Install	12	HR		L&J Development
8.250 - Interior Wood Doors				
SCWD-2 30x70 - plain sliced birch	9	EA		New Interior Solid Core Doors
Labor to Install	12	HR		L&J Development
8.400 - Alumn. Entrances & Storefront				
Sub-Contract-bend metal to hide gaps in glass	1	LS		JB's Glass and Tint
8.710 - Door Hardware				
LO-1 Lockset - Cylinder, Keyed / Thumb Operator	1	EA		Negwer Doors
LO-2 Lockset - Entrance/Office	1	EA		
LO-3 Lockset - Storeroom	2	EA		
LO-4 Lockset - Passage	3	EA		
LO-5 Lockset - Privacy	2	EA		
LO-9 Lockset - SIMPLEX	1	EA		
H-1 Hinges (Exterior)	30	EA		
CL-1 Closer - Negwer	4	EA		
TH-2 Threshold, 1/2"x5"x42"	1	EA		
ST-1 Door Stop, Wall Mount	7	EA		
SW-1 Sweeps, 36"	1	EA		
OT-2 Peep Hole, 160 degree view	1	EA		
Labor to Install	16	HR		L&J Development
Division 8.000 Doors & Windows Total:			\$8,177.38	
9.000 Finishes				
9.100 - Metal Stud Framing				Negwer Materials
3 5/8", 20 ga.x 9' Metal Stud	80	EA		Interior Wall Framing
3 5/8", 20 ga.x 12' Metal Stud	10	EA		
3 5/8", 20 ga.x 16' Metal Stud	80	EA		
3 5/8", 20 ga. Track (10' Pieces)	400	LF		
3 5/8", 20 ga. Slip Track (Slotted) (10' Pieces)	50	LF		
6", 20 ga.x 9' Metal Stud	10	EA		
6", 20 ga. Track (10' Pieces)	20	LF		
Fasteners	1	LS		
Labor to frame	80	HR		L & J Development
9.200 - Drywall				
5/8" Type X Gypsum	4550	SF		Negwer Materials
Fasteners	1	LS		
Labor and material to hang and finish	4550	SF		L & J Development
9.510 - Accoustical Ceilings				
2x2 Square edge Lay In	1900	SF		L & J Development

Description	Quantity	Unit	Division Sub-Totals	Notes:
9.650 - LVT				
Sub-Contract	1200	SF		L & J Development
				Labor and Materials Allowance of \$7,920.00
9.651 - Rubber Base				
4" High Johnsonite	500	LF		L & J Development
				Labor and Materials Allowance of \$1,375.00
9.680 - Carpet				
Carpet Allowance	85	SY		L&J Development
				Labor and Materials Allowance of \$2,337.50
9.720 - Wall Coverings-Wains coat to cover holes from anchoring	1	LS		Wainscotting in the Front Entry to cover the holes in drywall for Wall Anchors
9.900 - Painting & Staining				
Paint Interior Walls (Drywall)	5350	SF		L & J Development
Paint Exterior Doors and Frames	1	EA		
Paint/Stain Interior Doors & Frames	9	EA		
Division 9.000 Finishes Total:			\$41,090.61	
10.000 Specialties				
10.800 - Toilet Accessories				
TA-1, 18" Grab Bar	2	EA		HD Supply Solutions
TA-2, 36" Grab Bar	2	EA		
TA-3, 48" Grab Bar	2	EA		
TA-6, Dual, Surface Mount Toilet Paper Disp.	2	EA		
TA-9, Surface Mount Soap Disp.	2	EA		
TA-13, Surface Mount Paper Towel Disp.	2	EA		
TA-21, Mirror - 24" x 36"	2	EA		
OT-3, ADA Restroom Sign - (Men)	1	EA		
OT-4, ADA Restroom Sign - (Women)	1	EA		
Labor to Install	6	HR		L&J Development
Division 10.000 Specialties Total:			\$1,054.99	
12.000 Furnishings				
12.200 - Appliances				Not in Contract
Division 12.000 Furnishings Total:			\$0.00	
14.000 Conveying				
14.200 - Elevators				
2-Floor, 48"x48"x72"	1	LS		Allowance for the Freight Elevator/Lift
Division 14.000 Conveying Total:			\$11,000.00	
15.000 Mechanical				
15.100 - Plumbing				
Sub-Contract	1	LS		Magic City Plumbing
15.410 - Plumbing Fixtures	1	LS		Plumb Supply
15.700 - HVAC				
Sub-Contract	1	LS		Kenny Naurth - 96% Efficient Furnace
Damper-Zoned System to control Conference Room separate from offices				14 Seer AC
Division 15.000 Mechanical Total:			\$30,690.00	
16.000 Electrical				
16.100 - Electrical				
Sub-Contract	1	LS		Change Out Service & Panel and Wire new Section of Building
16.150 - Electrical Fixtures	1	LS		New LED Fixtures - Rebate are Available from Ameren UE
Division 16.000 Electrical Total:			\$17,050.00	
Total of this Estimate:			\$158,378.88	
Price per SF:			\$83.36	

EXHIBIT C

STATE OF MISSOURI)
) SS.
 COUNTY OF RANDOLPH)

AFFIDAVIT

I, the undersigned, am over the age of 18 years and have personal knowledge of the matters stated herein.

I am a duly authorized officer of MOBERLY CHAMBER OF COMMERCE, INC., a non-profit corporation duly organized and existing in good standing under the laws of the State of Missouri (the “*Company*”) and am authorized by the Company to attest to the matters set forth in this Affidavit.

I hereby affirm the Company's enrollment and participation in a “federal work authorization program” as defined in section 285.525 of the Revised Statutes of Missouri, as amended, with respect to the employees working in connection with the work to be performed by the Company pursuant to that certain Downtown Promotional Services Agreement dated as of _____, 2022 by and among the City of Moberly, the Downtown Moberly Community Improvement District, and the Company.

The Company does not and will not knowingly employ any person who is an “unauthorized alien” as defined in section 285.525 of the Revised Statutes of Missouri, as amended, in connection with the aforesaid work.

Further Affiant Sayeth Not.

**MOBERLY CHAMBER OF COMMERCE,
INC.**

By: _____

Printed name: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2022.

Notary Public

My commission expires:

City of Moberly City Council Agenda Summary

Agenda Number: _____

WS #10.

Department: Administration

Date: April 18, 2022

Agenda Item: An Ordinance Approving a Cooperation Agreement for Special Events Funding; and Providing Further Authority (the “Ordinance”).

Summary: As part of a downtown revitalization strategy, the City of Moberly (the “City”) with the support of the Downtown Moberly Community Improvement District (the “District”) has acquired the fee interest in the “Fennel Complex,” a series of long vacant commercial structures situated at Clark and Coates Streets and consisting of the Fennel Building, an 8,500 square foot, two story structure; the former Pro Auto Building, a 5,000 square foot, single story structure; and portions of a building formerly serving as the J. T. Cross Lumberyard. The City intends to improve and offer for rentals to public and private entities a certain portion of the Fennel Complex consisting of the open-air northern half of the Fennel Complex (the “Events Space”) as a public events venue.

Moberly Community Betterment, a non-for-profit public benefit corporation, (“MCB”) wishes to sponsor, promote and organize certain public events to be held at the Events Space throughout the summer months including a Food Truck Event and a Car Cruise Event, all as provided in a certain Cooperative Events Funding Agreement, in substantially the form of Exhibit A, attached to and incorporated by reference in the Ordinance (the “Agreement”). Specifications for and a schedule of the events are included in the Agreement.

MCB has requested that the City waive customary rentals for the Event Space and that the District provide certain other assistance as set forth in the Agreement. Other than the waiver of rentals, the City will have no financial obligation under the Agreement. MCB and the City will each independently obtain customary insurance coverages for the Event Space.

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___ **Jeffrey**

Council Member

M___ S___ **Brubaker**

M___ S___ **Kimmons**

M___ S___ **Kyser**

M___ S___ **Lucas**

Passed

Failed

COOPERATIVE EVENTS FUNDING AGREEMENT

THIS COOPERATIVE EVENTS FUNDING AGREEMENT (this “**Agreement**”) is made and entered into as of the _____ day of _____, 2022, (the “**Effective Date**”) by and among MOBERLY COMMUNITY BETTERMENT, a Missouri not for profit corporation having a principal office at 211 West Reed Street, Moberly Missouri 65270 (“**MCB**”); the CITY OF MOBERLY, MISSOURI, a city of the third classification and Missouri municipal corporation having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**City**”); and the DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT, a community improvement district and Missouri political subdivision established pursuant to sections [67.1401 through 67.1571](#) of the Revised Statutes of Missouri, as amended and having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**District**” and, collectively with each of the foregoing, the “**Parties**”).

RECITALS

A. Sections 70.210 through 70.320 of the Revised Statutes of Missouri, as amended, authorize municipalities and other political subdivisions to contract and cooperate with other municipalities and political subdivisions and with any private person, firm, association or corporation for the planning, development, or operation of any public service, the subject and purposes of which are within the scope of the powers of such municipality or political subdivision.

B. The City with the support of the District has acquired a fee interest in certain real property located within the corporate limits of the District at Clark and Coates Streets consisting of the Fennel Building, the former Pro Auto Building, and portions of a building and open area formerly serving as the J. T. Cross Lumberyard, all as legally described on [Exhibit A](#), attached to and incorporated by reference in this Agreement (collectively, the “**Fennel Complex**”)

C. As part of a comprehensive downtown revitalization strategy, the City intends to improve and offer for rentals to public and private entities a certain portion of the Fennel Complex consisting of the open air northern half of the Fennel Complex as depicted and described on [Exhibit B](#), attached to and incorporated by reference in this Agreement (the “**Events Space**”) as a public events venue.

D. The Parties wish to sponsor certain public events to be held at the Events Space and promoted and organized by MCB in accordance with the schedules set forth in this Agreement and the City and the District each wish to contribute to the sponsorship of and otherwise assist MCB in the implementation of the public events, including, without limitation, the waiver of customary rentals for the Event Space, all as further provided in and subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

1. **Undertakings by MCB.** MCB shall provide all labor (whether by contract, employment, volunteer, or otherwise), materials, and expertise necessary to sponsor, organize,

promote, and administer two discrete public events consisting of a food truck event with live music and cash bar (collectively, the “**Food Truck Event**”) and a car cruise event with live music and cash bar (collectively, the “**Car Cruise Event**” and , together with the Food Truck Event, the “**Events**”) each to be held at the Events Space and on the dates and schedules set forth in paragraph 2 of this Agreement (collectively, the “**Event Dates**”). MCB shall at minimum:

(i) Secure the services of a licensed beverage provider, which may be a fraternal organization such as the Fraternal Order of Eagles or similar, to provide, supply, and operate the cash bar, on each Event Date and upon such terms as shall be commercially reasonable as determined by MCB;

(ii) For each Event Date secure live music by professional or semi-professional musician groups performing popular music such as jazz, rock, country, or pop;

(iii) For each Event Date secure upon such terms as shall be commercially reasonable as determined by MCB in the case of the Food Truck Event at least Five (5) and in the case of the Car Cruise Event at least Three (3) motorized vehicles or trailers, properly licensed and equipped to cook, prepare, serve, and sell food at or near the Event Space; and

(iv) Provide promotion and pre-Event print and media advertising for each Event Date including, without limitation, attraction and securing of cruisers for the Car Cruise Event.

In securing the various goods and services specified in this paragraph 1, MCB may make such contractual arrangements as may be reasonably required and may retain all associated fees and charges, if any. All such contractual arrangements shall be in the name of MCB only. After conclusion of each Event on each Event Date, MCB shall be additionally responsible for waste disposal, clean-up and restoration of the Event Space to a “broom clean” finish.

2. **Event Dates and Schedule; Cancellation for Force Majeure.**

(a) Event Dates for 2022 and hours of operation shall be as follows:

Food Truck Event:	Wednesday, May 4; Wednesday, June 1; Wednesday, July 6; Wednesday, August 3; Wednesday, September 7; and Wednesday, October 5.
Car Cruise Event:	Friday, June 10; Friday, July 15’ and Friday, August 12.

Hours of operation for each Event Date shall be as mutually determined by MCB and the City.

(b) Any Event on any Event Date may be cancelled by MCB for *force majeure*, including, without limitation, damage or destruction by fire or other casualty; strike; lockout; civil disorder; war; shortage or delay in shipment of material or fuel; acts of God including, without limitation, extreme weather events; or other causes beyond the parties' reasonable control. An event constituting *force majeure* may be considered a basis for cancellation if occurring or reasonably expected to occur within 24 hours prior to any Event Date and in any such case no Party shall be considered in breach or default of its obligations under this Agreement. In the event of any such cancellation, MCB shall notify the City and the District promptly upon a determination to cancel. In any such event, the City and the District reserve the right to reoccupy and reuse the Event Space including, without limitation, rental to a third-party user.

3. Public Support; Sources and Uses of Funds. The City shall waive all customary rental fees and costs for the Event Space for each Event Date. The District shall provide the following amounts to MCB in support of the Events which shall be used by MCB for the activities set forth opposite the respective amount:

For the Food Truck Event:

\$100 per Event Date (total \$600) for advertising and promotion expenses; and
\$4,500 single allowance for securing live music

For the Car Cruise Event:

\$100 per Event Date (total \$300) for advertising and promotion expenses; and
\$3,000 single allowance for securing live music

The foregoing amounts shall be sourced only from legally available monies. The Parties hereby acknowledge that the foregoing amounts may not represent the entire amount of costs and expenses for the associated activities or necessary to realize the Events and further acknowledge and agree that nothing in this Agreement shall require the City or the District to make available or to contribute additional funds or value over and above that specified in this paragraph 3.

4. Insurance; Mutual Waiver and Release. The City and MCB shall each obtain and maintain at all times during the term of this Agreement "all risk" fire and extended coverage insurance, commercial general liability insurance for the Events Space, which is commercially reasonable and in amounts and terms customary for similar activities elsewhere in Randolph County; *provided that* MCB and the City may each supply such insurance coverage under and through existing "blanket" policies. Each such insurance coverage shall name the District as an additional insured. In addition, the Parties each hereby waives and releases the other Parties and their respective officers, agents, employees, and attorneys acting under this Agreement from and against any and all claims, demands, actions, causes of action or other liabilities and/or damages, whether known or unknown, whether existing at law, by statute or in equity asserted or capable of being asserted by such Party or any officer, agent, or employee of such Party arising in any way from the Events or any of them as contemplated under this Agreement, or of the condition of the Events Space; *provided that* the foregoing waiver and release shall not apply in any case of gross negligence or willful misconduct by any officer, agent, or employee of such Party.

5. **Mutual Cooperation.** Each Party to this Agreement hereby agrees and covenants: (i) to cooperate in good faith with one another in each of the undertakings authorized by this Agreement; (ii) to promptly make and deliver such timely decisions as may be required to permit the other Parties to perform their obligations under this Agreement; (iii) to take such actions and execute and deliver such further documents and instruments as may be reasonably necessary to facilitate the undertakings authorized by this Agreement and which do not impair the rights of the acting or signing Party as they exist under this Agreement; and (iv) to otherwise aid and assist each other in carrying out the terms, provisions and intent of this Agreement.

6. **Further Representations.** Each of the Parties to this Agreement hereby represents and warrants to the other Parties as follows: (i) that such Party has full power and authority to execute and deliver and perform the terms and obligations of this Agreement applicable to such Party; and (ii) that such Party and the signatory below has been authorized by all necessary action to execute and deliver this Agreement, which shall constitute the legal, valid and binding obligation of such Party, enforceable in accordance with its terms, subject to bankruptcy and other laws affecting creditors' rights generally and to general principles of equity.

7. **Notices.** All notices between or among the Parties hereto shall be in writing and shall be sent by certified or registered mail, return receipt requested, by personal delivery against receipt or by overnight courier, shall be deemed to have been validly served, given or delivered immediately when delivered against receipt or Three (3) business days after deposit in the mail, postage prepaid, or One (1) business day after deposit with an overnight courier, and shall be addressed as follows:

If to MCB:	Moberly Community Betterment 101 West Reed Street Moberly, Missouri 65270 Attention: President and Board of Directors
If to the City	City of Moberly 101 West Reed Street – City Hall Moberly, Missouri 65270 Attention: City Manager
If to the District:	Downtown Moberly Community Improvement District 101 West Reed Street Moberly, Missouri 65270 Attention: Chair and Board of Directors
with a copy to:	Cunningham, Vogel & Rost, P.C. 333 South Kirkwood Road, Suite 300 St. Louis, Missouri 63122 Attention: Thomas A. Cunningham, Esq.

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

8. **Term of Agreement; Limited Assignment.** This Agreement shall terminate upon the date which is One (1) Year from the Effective Date or earlier upon Thirty (30) days prior written notice from the terminating Party to the other Parties. This Agreement shall not be assignable by any Party without prior written consent of the other Parties.

9. **No Personal Liability.** No present or future official, agent, employee, or representative of any Party shall be personally liable to any other for any default, breach of duty or other claim arising from this Agreement or actions hereunder.

10. **No Waiver of Sovereign or Official Immunity.** Nothing in this Agreement shall be deemed or give rise to a waiver of the sovereign or official immunity of the City or the District.

11. **Relationship of the Parties; No Third-Party Beneficiaries.** Nothing contained in this Agreement nor any act of any Party shall be deemed or construed to create a partnership or agency relationship among the Parties or between any Party and any other Party or their agents or representatives unless otherwise expressly provided in this Agreement and this Agreement is and shall be limited to the specific purposes set out herein. This Agreement is not intended to and shall not create any rights enforceable by any third-party beneficiary.

12. **Entire Agreement; Amendment.** The Parties agree that this Agreement constitutes the entire agreement among the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties with respect to the subject matter hereof. This Agreement shall be amended only in writing and effective when signed by the duly authorized agents of each of the Parties.

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

14. **Choice of Law; Venue.** This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. The Parties hereto each agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri or in federal court of the Eastern District of Missouri and waive any objection based upon venue or *forum non conveniens* or otherwise.

IN WITNESS WHEREOF, the Parties have each caused this Agreement to be executed in their respective names and caused their respective seals to be affixed thereto and attested to as of the date first above written.

MOBERLY COMMUNITY BETTERMENT

By: _____

Printed name:

Title:

ATTEST:

By: _____
Title:

CITY OF MOBERLY, MISSOURI,

By: _____
Mayor

ATTEST:

By: _____
Shannon Hance, City Clerk

**DOWNTOWN MOBERLY COMMUNITY
IMPROVEMENT DISTRICT**

By: _____
Chair

ATTEST:

By: _____
Secretary

EXHIBIT A

FENNEL COMPLEX – LEGAL DESCRIPTION

All of Lots One (1), Two (2), Three (3), Four (4), and Five (5) in Block Five of the Original Town Of Moberly, Missouri in Randolph County or more commonly known as 209 W. Coates Street.

All of Lots 6,7,8,9,10,11,12,13,14,15, 16, and 17 of Block 5 of the Original Town of Moberly, Missouri, Randolph County, Missouri, more particularly described as follows: Beginning at the center of a party wall and the SE corner of Lot 6 of the Original Town Of Moberly (a ½” iron rod, found N 87° 35’ 32” E, 0.10 feet); thence along the center of said party wall, S 87°35’52” W, 112.70 feet to a ½” iron pipe, (set) and the SW corner of said Lot 6; thence leaving the center of said party wall and along the West line of Lots, 6,7,8,9,10,11,12,13,14,15,16, and 17, N 02° 24’08” W, 378.70 feet to the intersection with the Southerly line of Sturgeon Street; thence leaving said West line and along said Southerly line along a curve to the right having a radius of 1042.28 feet, 138.62 feet a (long chord bears, S 56°51’03” E, 135.52 feet) to a ½” iron pipe (set) at the intersection with the East line of said Lots; thence said Southerly line and along said East line, S 02° 24’08” E, 298.16 feet to the Point of Beginning. The above-described tract of land contains 0.88 acres, more or less or more commonly known as 311 N. Clark and 315 N. Clark Street.

EXHIBIT B
EVENT SPACE



City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #11.

Department: Public Works

Date: April 18, 2022

Agenda Item: A Resolution Authorizing A Consent To Assignment Of The Agreement Between The City And Cox /McLain Environmental Consulting Services, Inc.

Summary: On December 31, 2021, Stantec Consulting Services Inc. purchased assets of Cox McLain Environmental Consulting Inc. with the result that the ongoing business and affairs of CMEC will be carried on through Stantec. Stantec will maintain CMEC's present office location with no interruptions in operations or client services, on all further project and operations will be transitioned to the Stantec name. They are requesting approval to assign all existing contracts in the name of Cox McLain Environmental Consulting Inc to Stantec.

Recommended

Action: Direct staff to bring to the May 2 Council meeting for final approval.

Fund Name: General Fund

Account Number: 100.016.5406

Available Budget \$:

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____ **Jeffrey**

____ ____

Council Member

M____ S____ **Brubaker**

____ ____

M____ S____ **Kimmons**

____ ____

M____ S____ **Kyser**

____ ____

M____ S____ **Lucas**

____ ____

Passed Failed

BILL NO.____

RESOLUTION NO.____

A RESOLUTION AUTHORIZING A CONSENT TO ASSIGNMENT OF THE AGREEMENT BETWEEN THE CITY AND COX MCLAIN ENVIRONMENTAL CONSULTING SERVICES, INC.

WHEREAS, on November 15, 2021, this council approved a contract with Cox McLain Environmental Consulting Services, Inc., (“Cox”) to prepare a Historic Preservation Plan update; and

WHEREAS, Stantec Consulting Services, Inc., (“Stantec”) has purchased assets of Cox including the above referenced contract and has requested the city consent to the assignment of said contract pursuant to the attached Acknowledgement of and Consent to Assignment (“Acknowledgement”); and

WHEREAS, city staff recommends acceptance and execution of the Acknowledgement.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts the Acknowledgement and authorizes the City Manager to execute the Acknowledgement on behalf of the city.

RESOLVED this 18th day of April, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk



April 8, 2022

Shirley Olney

shirleyo@cityofmoberly.com

Please be informed that on December 31, 2021, Stantec Consulting Services Inc. ("**Stantec**") purchased certain of the assets of Cox McLain Environmental Consulting, Inc. ("**CMEC**") with the result that the ongoing business and affairs of CMEC will be carried on through Stantec. Stantec will maintain CMEC's present office locations with no interruption in operations or client services, and all future projects and operations will be transitioned to the Stantec name in the upcoming months. The Stantec community unites approximately 25,000 employees working in over 350 locations across 6 continents. Communities are fundamental. Whether around the corner or across the globe, they provide a foundation, a sense of place and of belonging. That's why at Stantec, we always design with community in mind. We care about the communities we serve—because they're our communities too. This allows us to assess what's needed and connect our expertise, to appreciate nuances and envision what's never been considered, to bring together diverse perspectives so we can collaborate toward a shared success. We're designers, engineers, scientists, and project managers, innovating together at the intersection of community, creativity, and client relationships. Balancing these priorities results in projects that advance the quality of life in communities across the globe. Stantec trades on the TSX and the NYSE under the symbol STN. Visit us at stantec.com or find us on social media.

Stantec's vision includes working with the best clients on the best projects and providing the best services. Accordingly, please be assured that the continuity of your current project will be unaffected by this new arrangement. The caliber of the personnel currently working on your project will not change and, except for the assignment requested herein, no other aspect will be affected.

In this regard, we request your approval to assign all existing contracts in the name of Cox McLain Environmental Consulting, Inc. to Stantec. Kindly indicate your consent to the request for assignment by returning to Ashley McLain at ashley@coxmcclain.com a signed copy of the attached Acknowledgment of and Consent to Assignment, executed on behalf of THE CITY OF MOBERLY MISSOURI.

Sincerely,

COX MCLAIN ENVIRONMENTAL CONSULTING, INC.

L. Ashley McLain, AICP

President

ACKNOWLEDGEMENT OF AND CONSENT TO ASSIGNMENT

This Acknowledgment of and Consent to Assignment ("Consent") is made and entered into this 1st day of February 2022 by and among THE CITY OF MOBERLY MISSOURI ("Client"), STANTEC CONSULTING SERVICES INC. ("Stantec"), a New York corporation, and Cox McLain Environmental Consulting, Inc. ("CMEC").

RECITALS

- A. Client and CMEC are currently parties to various contracts as shown in the attached list marked Exhibit A (the "Agreement") pursuant to which CMEC provides various services to Client;
- B. Effective December 31, 2021, Stantec acquired the business assets of CMEC (the "Acquisition"); including all rights and obligations under the Agreement.
- C. As a consequence of the Acquisition, SCSi will succeed to all rights, duties and obligations of CMEC under the Agreement;
- D. Under the Agreement, CMEC is precluded from assigning its interest in the Agreement without the prior consent of Client;
- E. The parties desire that CMEC assign the Agreement to Stantec (the "Assignment") and that, after the Assignment, Stantec shall continue to deliver the same services to Client as CMEC did before the Assignment; and
- F. The federal taxpayer ID number of SCSi is 11-2167170.

NOW, THEREFORE, the parties agree as follows:

1. Consent to the Assignment. Client hereby consents to the Assignment.
2. Continuation of the Agreement. It is agreed that, after the Assignment, the Agreement shall continue in full force and effect under its current terms and conditions, with Stantec being substituted for CMEC, CMEC's predecessor Prewitt & Associates, Inc., or any other defined name of CMEC in the Agreement such as "Consultant", "Contractor", "Technical Expert" or the like) thereunder for all purposes. Any changes to the Agreement that the parties may mutually agree to make shall be documented by a separate writing, signed by Client and Stantec.

The parties have caused this Consent to be signed as of the date first set forth above.

STANTEC CONSULTING SERVICES INC.

THE CITY OF MOBERLY MISSOURI

By: _____

By: _____

Title: _____

Title: _____

COX MCLAIN ENVIRONMENTAL CONSULTING,
INC.

By:



Title: President, Senior Principal

EXHIBIT A

LIST OF CONTRACTS

Professional Services Agreement for a historic preservation plan, dated December 2021.

The term “contracts” as used in this Exhibit, means the above-named contracts, subcontracts, agreements and purchase orders and all other contracts, subcontracts, purchase orders, work authorizations, including all modifications, made between THE CITY OF MOBERLY MISSOURI and CMEC before the effective date of this Consent to Assignment.