

**A G E N D A**  
**WORK SESSION MEETING**  
**City of Moberly**  
**September 07, 2021**  
**6:00 PM**  
**AMENDED AGENDA**

**Requests, Ordinances, and Miscellaneous**

1. A Request From Jeremy Kitchen To Hold Their Annual Cowboys For Christmas Parade On November 6, 2021.
2. A Request Approving To Extend The Road Closure For 4th Street On September 25, 2021, And Lift Ordinance 6-5.
3. An Application For A Conditional Use Permit Submitted By Kyle and Megan Eagan For A Proposed Airbnb Located At 1120 Glenwood Ave.
4. A Request From Randolph County Caring Community Partnership To Enter Into A Memorandum Of Agreement.
5. Receipt of bids to replace the Police Department Surveillance cameras.
6. A Resolution Accepting Permanent Sewer Easements From The Junior College District Of Moberly And Robert And Barbara Riley.
7. Approval Of A Financial Assistance Agreement With Missouri Department Of Natural Resources For A 2021 Historic Preservation Fund Grant.
8. A Discussion Regarding A Proposal For Professional Services Needed To Assist The City Of Moberly With Updates To The Stormwater Management Plan (SWMP) For Compliance With The Comprehensive MS4 Permit No. MO-R04C000 From BARR Engineering Co.
9. A Resolution Accepting A 2021 Emergency Management Performance Grant And Authorizing The City Manager To Execute An Acknowledgement Of Said Grant And The Grant Contract.
10. Receipt of bids Police Department Parking Pad replacement

# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #1.  
 Department: Police  
 Date: September 7, 2021

**Agenda Item:** Resolution approving the Cowboys for Christmas Parade on 11-06-2021

**Summary:** If approved the 2021 Cowboys for Christmas Parade will be on November 6, 2021 beginning at 12:00 at the Lodge in Rothwell Park. This is an annual event to benefit Randolph County area children. Parade will travel from the lodge south on Rothwell Park Road, across the dam to Holman Road. Turn left onto Holman Road and travel north to Concannon St, turn right onto Concannon and travel east to Johnson St. then south to W Rollins St. Turn right onto W Rollins street and travel west to College Ave, then left on College Ave and travel south to Fisk Ave. Turn right and travel west on Fisk Ave to Rothwell Park Road at the maintenance building, turn right and then return to the Lodge on Rothwell Park Road. Contact person is Jeremy Kitchen, 660-676-0634. Approximately 50 units are expected to participate. Those participants will be on horseback or riding in horse drawn conveyances. Six persons are expected to be available to help with the parade along the route.

### Recommended Action

Approve the ordinance

**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\_\_\_ **Davis**    \_\_\_    \_\_\_

M\_\_\_ S\_\_\_ **Kyser**    \_\_\_    \_\_\_

Passed    Failed

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

APPLICATION FOR PARADE PERMIT  
City of Moberly, Missouri

Date: 8/19/21

1. Organization/Agency requesting permit: Cowboys For Christmas

2. Name of Person making Application: Jeremy Kitchen

Contact Person: Jeremy Kitchen Phone: 660-676-0634

3. Date of Parade: 11/8/21 Start Time: Noon

4. Staging Area: The Lodge at Rothwell Park

5. Approximate Number of Units Participating in Parade:

A. Bands \_\_\_\_\_ D. Foot Units \_\_\_\_\_  
B. Motorized Units \_\_\_\_\_ E. Animal Units 50  
C. Floats \_\_\_\_\_ F. Others \_\_\_\_\_

Total Number of Units: 50

6. Parade Route and ending point: Start at the Lodge in Rothwell Park, -  
Go down Rothwell Park Rd, turn left on Holman Rd, turn Rt on  
Concannon, continue on Johnston St, turn Rt on W Rollins,  
turn left on College Ave, Rt on Fisk Ave, turn Rt at Rothwell  
Park to the Lodge

7. Will organization or parade participants be dispersing any items during the parade? Yes ☐ No ☒ If yes, what? \_\_\_\_\_

8. Will organization or agency furnish personnel to assist the police with security or traffic along the parade route? Yes ☒ No ☐ If so, how many? 6

9. Have read and agree to the rules outlined in the parade permit. Yes ☒ No ☐

10. Signature of Applicant: Jeremy Kitchen

11. Approved: X Disapproved \_\_\_\_\_

12. By authority of: [Signature] Date 08/25/21  
(Chief of Police)





# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #2.  
 Department: Police  
 Date: September 7, 2021

**Agenda Item:** A request approving to extend the road closure for 4<sup>th</sup> Street on September 25, 2021, and lift ordinance 6-5.

**Summary:** The Moberly High School Classes of 1980 and 1981 reunions are being held at the 4<sup>th</sup> Street Theatre on September 25, 2021. They request the closure of the 100 block of 4<sup>th</sup> street from 3:00 pm Saturday September 25, 2021 until 10:00 am Sunday September 26, 2021. They also request permission to erect a 20' x 40' tent on the street directly in front of the 4<sup>th</sup> Street Theatre. The reunion committees also request the lifting of Ordinance 6-5, public consumption of alcohol, from 6:00 pm September 25, to 12:00 am September 26, for consumption of alcoholic beverages in the tent area and the sidewalk directly between 4<sup>th</sup> Street Theatre and the tent. The serving of alcohol will be within the 4<sup>th</sup> Street Theatre only. The lifting of 6-5 is only the sidewalk directly in front of the 4<sup>th</sup> Street Theatre and the tent area.

The Moberly Chamber of Commerce already has approval to close the 100 block of 4<sup>th</sup> Street for Junk Junction and the JROTC car show on September 25, 2021 until 7:00 pm. As the street is already closed until 7:00 pm, this agenda request will be extending the closure of the 100 block of 4<sup>th</sup> Street until 10:00 am Sunday, September 26, 2021. Megan Schmitt, Executive Director of the Moberly Area Chamber of Commerce, granted permission for the classes of 1980 and 1981 to use the 100 block of N 4<sup>th</sup> at the conclusion of the JROTC car show. Her letter is attached.

### Recommended Action

Approve this request

**Fund Name:**

**Account Number:**

**Available Budget \$:**

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

August 24, 2021

TO: City of Moberly, Missouri

RE: 1980 and 1981 Class Reunions

The Moberly High School classes of 1980 and 1981 will be holding a joint 40 year class reunion on September 25, 2021 at the 4<sup>th</sup> Street Theatre.

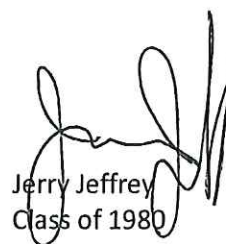
Our joint reunion committee would like to request the following:

- To extend the time of closure of 4<sup>th</sup> Street from Rollins Street to Reed Street from 3:00 pm, Saturday, September 25<sup>th</sup> to 10:00 am, Sunday, September 26<sup>th</sup>.  
This would be an extension of the previously approved closure for Junk Junction.
- Following the car show on September 25<sup>th</sup>, our group would like to erect a 20 - 40 foot tent outside of the theatre on 4<sup>th</sup> Street.
- Allow for alcoholic beverages to be consumed under the tent during the reunion event from 6:00 pm, Saturday September 25<sup>th</sup> to 12:00 am, September 26<sup>th</sup>. All alcoholic servings will be in the Theatre.

Thank you for your consideration.



Jeff Lashley  
Class of 1981



Jerry Jeffrey  
Class of 1980

**Chief Troy Link**

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**From:** Megan Schmitt [director@moberly.com]  
**Sent:** Tuesday, August 17, 2021 5:06 PM  
**To:** Jerry.Jeffrey@wfafinet.com  
**Cc:** Chief Troy Link  
**Subject:** JROTC Car Show - Use of Street

Hi Jerry,

The Chamber is happy to allow you to use 4<sup>th</sup> Street in front of the 4<sup>th</sup> Street Theatre on September 25, 2021 at the conclusion of the JROTC Car Show that is scheduled to be on the street. We understand that City Council granted the Chamber permission to close the street that day until 7pm but we anticipate that the Car Show will end much earlier.

The Chamber is not managing the Car Show and can't guarantee an end time for the event. The Car Show organizers will clear the area in front of 4<sup>th</sup> Street at the conclusion of their event and it will be before our 7pm street closure request.

Megan Schmitt | Executive Director  
**Moberly Area Chamber of Commerce**  
211 W. Reed Street | Moberly, MO 65270  
phone 660.263.6070 | fax 660.263.9443

# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

WS #3.

Department: Comm. Dev.

Date: September 7, 2021

**Agenda Item:** An application for a conditional use permit submitted by Kyle & Megan Eagan for a proposed AirBnB located at 1120 Glenwood Ave.

**Summary:** The Planning & Zoning Commission approved this application at the August 30, 2021 meeting. Attached is a copy of the application, staff report and Conditional Use Permit.

**Recommended Action:** Please direct staff to bring this forward to the September 20, 2021 regular City Council meeting for final approval.

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** N/A

### 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\_\_\_ Davis

\_\_\_

M\_\_\_ S\_\_\_ Kyser

\_\_\_

Passed Failed

City of *Moberly!*

**Memorandum**

**To:** *Planning and Zoning Commission*

**From:** *Planning Staff*

**Subject:** *AGENDA ITEM NO. 2*

**Meeting:** *August 30, 2021*

**Public Hearing to consider:**

Public Hearing for a conditional use permit submitted by Kyle & Megan Eagan for a proposed AirBnB located at 1120 Glenwood Ave. This location is currently zoned R-1 (Single-Family Residential District).

**COMMENTS:**

The proposed Conditional Use Permit submitted by Kyle and Megan Eagan is for a Short Term Housing Rental located at 1120 Glenwood Ave. The property is at the back of a cul-de-sac street with little traffic and adequate driveway space for 4 or more vehicles. The structure is a 3 bedroom, 1.5 Bathroom house in a Single Family Residential (R-1) neighborhood.

The applicants are owners of several AirBnB locations in Midwest Missouri. This would be an additional option for their portfolio. The location will require a new occupancy inspection and pass current City of Moberly Housing Standards prior to being implemented as a Short Term Housing Rental.

**Staff Comments:**

Staff recommends approval of the Short Term Housing Rental Conditional Use Permit.

**Conditional Use Permits require approval through City Council.**

Submitted by  
Aaron Decker



## CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

## Article 11 – Conditional Uses

CITY OF MOBERLY  
CONDITIONAL USE PERMIT APPLICATIONReturn Form To:

Community Development Director  
City of Moberly  
101 West Reed Street  
Moberly, MO 65270-1551  
(660) 263-4420  
(660) 263-9398 (fax)

For Office Use Only

Case ID. \_\_\_\_\_  
Filing Fee: 150.00  
Date Filed: 7/30/21  
Date Advertised: \_\_\_\_\_  
Date Notices Sent: \_\_\_\_\_  
Public Hearing Date: 8/30/21

**APPLICANT INFORMATION:**

Applicant: Kyle + Megan Eagan Phone: 660-676-9249  
Address: 32 Woodland Trail Dr Moberly MO Zip: 65270  
Owner: Chris Henkins Phone: \_\_\_\_\_  
Address: 1120 Glenwood Ave Moberly Zip: 65270

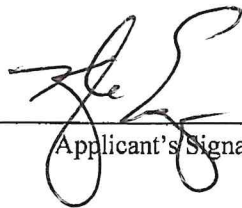
**PROPERTY INFORMATION:**

Location of Property: 1120 Glenwood Ave  
Legal Description: Westmore Add Moberly Lot 40  
Sec. 02.0 Twp: S3 Rge 14  
Present Zoning Classification: Residential Acreage: 120 x 100  
Present Use of Property: Residential  
Proposed Land Use Activity: Short Term Rental  
Article, Section and sub-section (if applicable) allowing for said conditional use to be applied for: \_\_\_\_\_

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**CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL***Article 11 – Conditional Uses***ATTACHMENTS REQUIRED:**

1. A site plan as specified in Section of the Zoning Regulations as well as any other information which would be helpful to the Planning and Zoning Commission in consideration of the application.
2. List of property owners located within 185 feet of the property.

  
\_\_\_\_\_  
Applicant's Signature

7/30/2021  
\_\_\_\_\_  
Date

**CITY OF MOBERLY, MISSOURI  
CONDITIONAL USE PERMIT  
REASONS FOR DETERMINATION**

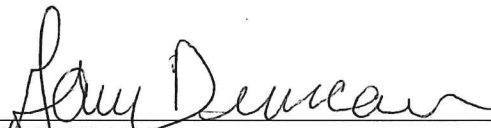
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ON AUGUST 30, 2021, THE CITY OF MOBERLY PLANNING AND ZONING COMMISSION AT ITS REGULAR MEETING, RECOMMENDED APPROVAL (ACTION: APPROVAL, CONDITIONAL APPROVAL, DENIAL) OF A CONDITIONAL USE PERMIT FOR A(N) AIR B&B TO BE LOCATED AT 1120 GLENWOOD DRIVE, MOBERLY, MO (ADDRESS OR LOCATION).

THE CITY COUNCIL WILL CONSIDER THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AT THE SEPTEMBER 7, 2021 MEETING OF THE MOBERLY CITY COUNCIL.

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

CONDITIONS (IF ANY): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

  
 CHAIRPERSON

  
 ZONING ADMINISTRATOR

# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #4.  
 Department: Police  
 Date: September 7, 2021

**Agenda Item:** Request from Randolph County Caring Community Partnership to enter into a memorandum of agreement

**Summary:** The Randolph County Caring Community Partnership is applying for funding offered by the Missouri Foundation for Health through their Diverting to Care grant program. The purpose of the Diverting to Care initiative is to promote, advance, and support community efforts geared toward minimizing the use of law enforcement in situations involving individuals with mental health and substance use disorders. Diverting individuals away from jails and prisons and toward more appropriate and culturally competent community-based behavioral health care is the MFFH focus. This request is being made by Brian Williams, the Executive Director of Randolph County Caring Community Partnership.

### Recommended Action

Move forward

**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\_\_\_ **Davis**      \_\_\_      \_\_\_

M\_\_\_ S\_\_\_ **Kyser**      \_\_\_      \_\_\_

Passed      Failed

## Chief Troy Link

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**From:** Brian Williams [caringcomm@rcccpmo.org]  
**Sent:** Monday, August 30, 2021 8:41 AM  
**To:** Chief Troy Link  
**Subject:** MOA  
**Attachments:** ACES\_MOA\_MPD.docx

Good morning,

The Randolph County Caring Community Partnership is applying for funding offered by the Missouri Foundation for Health through their Diverting to Care grant program. The purpose of the Diverting to Care initiative is to promote, advance, and support community efforts geared toward minimizing the use of law enforcement in situations involving individuals with mental health and substance use disorders. Diverting individuals away from jails and prisons and toward more appropriate and culturally competent community-based behavioral health care is the MFFH focus.

Upon award, the grant will provide two years of funding for planning a pre-arrest/pretrial diversion program for Randolph County and eventually other counties within Northeast Missouri. The planning phase will include data collection and analysis, rapid community assessment, community readiness assessment, pilot project design and implementation, and program design.

We hope to have you and your agency as a key stakeholder in the process. I have attached an MOA for your review and hopeful signature. Please let me know if you have any questions or need additional information. If possible, I will need to have the agreement tomorrow by 10am.

Thanks for assisting our community and those who will benefit greatly from this project!

Sincerely,

Brian K. Williams, Executive Director

Caring Community Partnership

101 W. Coates, 2<sup>nd</sup> Floor

Moberly, MO 65270

(660) 263-7173

(660)263-7244 Fax





## **MEMORANDUM OF AGREEMENT**

between

### **Randolph County Caring Community Partnership**

("hereinafter referred to as Applicant Organization")

and

### **Moberly Police Department**

("hereinafter referred to as Collaborative Partner")

#### **Applicant Organization agrees to:**

- A. Enter into contract with the Missouri Foundation for Health implement and monitor the Alternative Coordinated Essential Services Project.
- B. Receive and disburse grant funds in accordance with the disbursement schedule and project budget
- C. Submit interim and final reports in accordance to the reporting schedule
- D. Host monthly project meetings
- E. Provide technical assistance to the project to assist behavioral health systems change

#### **Collaborative Partner agrees to:**

- A. Attend monthly project planning meetings
- B. Participate in the Sequential Intercept Model (SIM) planning process
- C. Participate in technical assistance and capacity building trainings and workshops
- D. Provide referrals for screening, intake, assessment, and pilot project participation

\_\_\_\_\_  
(Insert Authorized Signature Name)

\_\_\_\_\_  
(Insert Authorized Signature Name)

\_\_\_\_\_  
(Applicant Organization Name)

\_\_\_\_\_  
(Collaborative Partner Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

WS #5.

Department: Police

Date: September 7, 2021

**Agenda Item:** Receipt of bids to replace the Police Department Surveillance cameras

**Summary:** The Police Department's existing surveillance cameras are badly outdated, of poor quality and poor resolution due to old technology. Updating the entire system would enhance work place safety and security. Adding up to five additional cameras will increase coverage both inside and outside the building. Bids have been received from Tiger Security for \$15,080.00, Road Runner Low Voltage (Scott Dunwoody) for \$11,396.00 and The Tech Shop for \$13,469.00 and \$9,453.00(16 cameras). The current system has a maximum of 16 cameras, which is sufficient for the present time, but in planning for potential future needs, it was desirable to increase the maximum cameras the system could handle. All three bids are for a system that can handle up to 32 cameras. Each bid is attached. This is a budgeted project.

### Recommended Action

Move forward

**Fund Name:** Building maintenance

**Account Number:** 100.007.5300

**Available Budget \$:**

64,500

### 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\_\_\_ Davis

\_\_\_

\_\_\_

M\_\_\_ S\_\_\_ Kyser

\_\_\_

\_\_\_

Passed

Failed

The Tech Shop  
PO Box 676  
Columbia, MO 65205  
5736150555  
Support@TheTechShopMO.com  
www.thetechshopmo.com



## Estimate

**ADDRESS**

Moberly Police Department

**ESTIMATE # 1266****DATE 09/02/2021**

ACTIVITY	QTY	RATE	AMOUNT
<b>Sales</b> Alibi Security 32 Channel NVR W/ 16 port POE	1	2,000.00	2,000.00
<b>Sales</b> 8TB Security Grade HDD - Installed	1	369.00	369.00
<b>Sales</b> Alibi 8MP Turret Camera	20	349.00	6,980.00
<b>Labor</b> Standard Hourly Rate	40	90.00	3,600.00
<b>Sales</b> 26 Port POE switch	1	520.00	520.00

**TOTAL****\$13,469.00**

Accepted By

Accepted Date

The Tech Shop  
PO Box 676  
Columbia, MO 65205  
5736150555  
Support@TheTechShopMO.com  
www.thetechshopmo.com



## Estimate

**ADDRESS**

Moberly Police Department

**ESTIMATE # 1265****DATE 09/01/2021**

ACTIVITY	QTY	RATE	AMOUNT
<b>Sales</b>	1	800.00	800.00
Alibi Security 16 Channel NVR W/ POE			
<b>Sales</b>	1	369.00	369.00
8TB Security Grade HDD - Installed			
<b>Sales</b>	16	349.00	5,584.00
Alibi 8MP Turret Camera			
<b>Labor</b>	30	90.00	2,700.00
Standard Hourly Rate			
TOTAL			<b>\$9,453.00</b>

Accepted By

Accepted Date

**ROAD****RUNNER****LOW VOLTAGE**

**fastrrlv@gmail.com**  
**660-676-9806**

**PROJECT PROPOSAL**

WS #5.

Customer: Moberly Police Departmenta

Project/Ticket #: Surveillance - IP Camera Solution

Start Date: ASAP

Due Date: ASAP

Contact Name: Tracey Hayes

Contact Number: 660.263.0346

Contact Email: [mpdk9@moberlypd.com](mailto:mpdk9@moberlypd.com)

	NEW	REFURB	REPAIR
VOICE			
DATA	x		
FIBER			

	NEW	REFURB	REPAIR
AUDIO			
VIDEO	x		
SECURITY	x		

Scope of work - Surveillance cameras - multiple door entry access and inside locations, new data cabling  
 18 camera sytem - Fully IP config. PoE , approx 30 days storage (expandable) **3 year warranty**  
 Remote app available for mobile devices - (iPhone and Android) (Internet access required and NOT provided)  
**Spec provided by walk-thru with Commander Hayes and Chief Link**

**Materials/Equipment**

PART	DESCRIPTION	Qty	Item	Total
NVR	Hanwha Techwin WiseNet X XRN NVR - 32channel	1	\$ 2,195.00	\$ 2,195.00
HDD	24 TB HDD	1	\$ 785.00	\$ 785.00
Coverage	Dome Camera	12	\$ 205.00	\$ 2,460.00
Coverage	Weatherproof Bullet Camera	6	\$ 205.00	\$ 1,230.00
		0	\$ -	\$ -
		0	\$ -	\$ -
		0	\$ -	\$ -
		0	\$ -	\$ -
		0	\$ -	\$ -
DSG	24 port Gigabit switch	1	\$ 99.00	\$ 99.00
CatX- drop	Data cabling (18 homerun cable drops from cam to dvr)	18	\$ 45.00	\$ 810.00
Misc22	Misc mounting hardware/fasteners/connectors/weather boxes	6	\$ 22.00	\$ 132.00
coax-adap	Coax conversion w/power connect (existing steet corner camera)	1	\$ 225.00	\$ 225.00
Shelf	equipment shelf	1	\$ 45.00	\$ 45.00
			\$ -	\$ -
EQUIPMENT TOTAL:				\$ 7,981.00

**Labor/Travel Charges**

INSTALLATION	Hours: 52	X	\$ 65.00	\$ 3,380.00
	Shipping: 1	X	\$ 35.00	\$ 35.00

**We propose hereby to furnish material and labor complete in accordance with the above specifications for the sum of: \$ 11,396.00**

**Payment as follows: (50% down - 50% Upon Completion - Terms) NET 30**

All material and installation is guaranteed to be as specified. All work to be completed in a substantial workmanlike and timely manner according to specifications submitted, per standard practices. Any alterations or deviations from the above specifications involving extra material or labor will be executed only upon a written order from both parties and will become an extra charge over and above the original estimate. Accounts overdue beyond 30 days of billing will be subject to additional charges.

**NOTE: This proposal may be withdrawn if not accepted within 30 days.**

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and hereby accepted.  
 You are authorized to complete the work as specified. Payment will be made as outlined above

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

RRLV Representative: Scott Dunwoody DATE: 7/13/2021



## ***Road Runner Low Voltage***

***Voice – Data – Audio - Video - Surveillance - Access Control***

Moberly Police Department  
300 N. Clark St.  
Moberly, MO 65270  
(660) 263-0346  
Attn: Commander Hayes

July 1, 2021

Enclosed, please find an attached proposal for your Surveillance project. The equipment presented in this bid includes all of the requirements as requested during my onsite walk-thru and visit with Commander Hayes and Chief Link. The equipment is new and fully warrantied. Road Runner Low Voltage would be the first point of contact if you would have any issues with the operation of the equipment and would provide onsite service and handle any type of replacement or warranty situation as quickly as possible. Equipment interruption/downtime is not only a hindrance to convenience but it is also a legal and safety concern.

In addition to the list of requirements provided, this installation allows for growth if needed at a later date as it is expandable if additional cameras would be needed in other locations within the facility. This product line is highly reviewed for its expandability, ease of use, and clear video. This system solution would totally replace your outdated equipment. Road Runner Low Voltage would remove the old equipment as part of the installation. (Included)

Thank you for the opportunity to provide you with equipment and services of your Low Voltage/Surveillance project. Please contact me if you have any concerns or questions.

***Scott Dunwoody***

***Road Runner Low Voltage***

***660-676-9806***

***fastrrlv@gmail.com***



## PROTECTION FOR WHAT MATTERS MOST



Secure Application

Your privacy and security are important



### Review your proposal

Review each line item. Then just click the accept button to confirm and set up service.

Review the proposal below. Uncheck any services that you do not want.



6/30/2021 - Estimate # 8380

#### Tiger Security Service

PO Box 1372  
Columbia, MO 65205

Moberly Police Department  
300 N Clark St  
Moberly, MO 65270

Dear Chief Troy:

Below is the itemized quote for updating and expanding your camera system. The quote includes a 32ch 10tb HD NVR and 15 new cameras. I have quoted us to update all of the existing wire and go to a full IP camera system. The cameras are a mix of 4, 5, and 12 mega pixel cameras to best fit each location. I went with a fisheye camera for the front pole but we could have some discussion to see if this would best fit the needs for the space. The quote includes mics for the front lobby area, the booking room, and the upstairs holding cell area. The NVR includes 10tb of hard drive space which will give you 40 days for record time if all cameras are recording continuously. The system will connect to your existing monitor and be setup to view from your computers within the building. Please review and let me know if you have any questions.

**NOTE:** Monitor not included.

Description	Quantity	Rate	Amount
<input checked="" type="checkbox"/> HikVision 32ch 10tb 24-port POE NVR Server	1	2495.00	2495.00
<input checked="" type="checkbox"/> HikVision 4mp fixed Dome Camera: <i>Replace: lobby camera, booking room, 2 upstairs holding area cameras, admin hallway(4mm), Interrogation hallway(4mm), garage</i> <i>Add: lobby near window with a lower height, locker room, and copy room</i>	10	345.00	3450.00
<input checked="" type="checkbox"/> HikVision 2.8mm 5mp AcuSense Turret Camera w/Analytics: <i>replace the 2 back cameras and add a 3rd to cover the middle area</i>	3	385.00	1155.00
<input checked="" type="checkbox"/> HikVision 4mp Value IP Bullet Camera: <i>replace the padded room camera</i>	1	255.00	255.00
<input checked="" type="checkbox"/> Hikvision 12mp IP Fisheye Camera: <i>for the front pole to cover in front and side walk of the building</i>	1	925.00	925.00
<input checked="" type="checkbox"/> TrendNet Wireless Point to Point Kit: <i>for transmitting the front pole camera back to the building</i>	1	400.00	400.00
<input checked="" type="checkbox"/> Louroe Varifact Microphone: <i>2 for the front lobby, booking room, 2 for the upstairs holding cells</i>	5	245.00	1225.00
<input checked="" type="checkbox"/> Set Up Remote Access: <i>NOTE: Minimum internet upload speed of 2mb is recommended for optimal performance. (Check your upload speed while on site at www.speedtest.net)</i>	1	175.00	175.00
<input checked="" type="checkbox"/> Labor, Wire, Surge, Transformer, Tracking, Mounting Brackets and Back Boxes, & Connectors	1	5000.00	5000.00
			<b>Subtotal \$15,080.00</b>
			<b>Total \$15,080.00</b>

#### Payment Terms:

Payment in full is required same day as install. We accept all major credit cards, check or cash.

\*\*\* Pricing Valid for 90 days from date of quotation. \*\*\*

**NOTE REGARDING REMOTE ACCESS:** Internet service must be up and working when camera system is installed in order to set up remote access. If not, a return trip will be necessary and result in an additional \$50 service charge.

Thank you for the opportunity to earn your business. We look forward to working together.

Sincerely,

**Mike McClaren**  
**Tiger Security Service**  
PO Box 1372  
Columbia, MO 65205  
Phone: 573-442-2828  
Fax: 573-442-2829  
[www.TigerSecurityOnline.com](http://www.TigerSecurityOnline.com)

This estimate is for completing the job as described above. It is based on our evaluation and does not include material price increases or additional labor and/or materials which may be required should unforeseen problems or adverse weather conditions arise after the work has started.

Accept Proposal

Thank you for using our online account management solution! If you have any questions or concerns you may contact us by email by [clicking here](#)

**About your proposal:**  
573-442-2828



# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #6.

Department: Administration

Date: September 7, 2021

**Agenda Item:** A Resolution Accepting Permanent Sewer Easements From The Junior College District Of Moberly And Robert And Barbara Riley.

**Summary:** In August of this year, a sewer line by MACC on Reed Street was blocked causing a back up of the system for five private sewer lines. The council voted to execute an emergency agreement with Willis Bros. for about \$21,000 if staff could not get the line open. At that time one saw was almost stuck on the first attempt to unblock. After reviewing the potential line relocation project, city staff met with the adjoining property owners. It appears that if the new line is installed, we will need new easements from the property owners. Currently, Agee plumbing and City Staff have opened the current six inch clay tile pipe open. If it causes more problems, we will have the easements and contract in place to install a new line. This resolution authorizes the easements needed if the emergency project moves forward.

**Recommended**

**Action:** Direct staff to bring to the September 20<sup>th</sup> Council meeting for final approval

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** N/A

**ATTACHMENTS:**

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

**Roll Call**

**Aye**

**Nay**

**Mayor**

M\_\_\_ S\_\_\_ **Jeffrey**      \_\_\_      \_\_\_

**Council Member**

M\_\_\_ S\_\_\_ **Brubaker**      \_\_\_      \_\_\_

M\_\_\_ S\_\_\_ **Kimmons**      \_\_\_      \_\_\_

M\_\_\_ S\_\_\_ **Davis**      \_\_\_      \_\_\_

M\_\_\_ S\_\_\_ **Kyser**      \_\_\_      \_\_\_

Passed      Failed

BILL NO. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION ACCEPTING PERMANENT SEWER EASEMENTS FROM THE JUNIOR COLLEGE DISTRICT OF MOBERLY AND ROBERT AND BARBARA RILEY .**

**WHEREAS**, a private sewer line travels across real property owned by The Junior College District of Moberly (the “District”) and Robert and Barbara Riley (“Riley”) which serves residences on the north side of the 1200 block of Reed Street; and

**WHEREAS**, said sewer line has partially collapsed and is causing sewer backups and overflows into the waterway between the District and the Riley home; and

**WHEREAS**, attached hereto are proposed Permanent Sewer Easements whereby the District and Riley will convey to the City of Moberly sufficient real estate to relocate and install necessary sewer line, manhole(s) and other appurtenances to correct the sewer backups; and

**WHEREAS**, city staff requests that the Council accept the Easements and further authorize the Mayor and City Manager to take such other and further action to accomplish the purposes of this Resolution.

**NOW, THEREFORE**, the City Council of the City of Moberly hereby accepts the attached easements from the District and Riley and further authorizes the Mayor and City Manager to take such other and further action to accomplish the purposes of this Resolution.

**RESOLVED** this 7th day of September, 2021, by the Council of the City of Moberly, Missouri.

\_\_\_\_\_  
Presiding Officer at Meeting

**ATTEST:**

\_\_\_\_\_  
Shannon Hance, City Clerk



- 
1.     **Title:** PERMANENT SEWER EASEMENT
  2.     **Date:**
  3.     **Grantor:** The Junior College District of Moberly
  4.     **Grantee:** City of Moberly, Missouri
  5.     **Mailing Address of Grantee:** 101 West Reed Street, Moberly, MO 65270
  6.     **Legal Description:**

PERMANENT WATER LINE EASEMENT

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT,** The Junior College District of Moberly, a political subdivision of the State of Missouri, hereinafter called the Grantor, for and in consideration of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the City of Moberly, Missouri, a municipal corporation of the State of Missouri, hereafter called Grantee, an easement or right of way for the location, construction, reconstruction, maintenance, removal, operation and repair of a sewer line, manhole(s) and any and all appurtenances incidental thereto on, over, under and through the following described tract of land lying, being and situated in the City of Moberly, Randolph County, Missouri, to-wit:

**TO HAVE AND TO HOLD** the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the Grantee, its successors and assigns for so long as said use shall continue, the Grantor hereby covenanting for its heirs and successors and assigns unto the Grantee, its successors and assigns the following:

1. Said easement will be kept free from buildings and any other structures or obstructions which will interfere with the Grantee in using said land for the purpose of erecting, constructing, reconstructing, operating, repairing, and maintaining said sewer line and appurtenances.
2. The right of Grantee, its agents, servants, employees, or independent contractor to go upon said land, and so much of the Grantor's adjoining land as may be reasonably necessary, at any time for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said sewer line and all appurtenances incidental thereto.
3. That Grantor is lawfully seized and possessed of the real estate above described, that it has a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by them which would interfere with the rights granted hereunder; and that it will forever warrant and defend the title thereto against the lawful claims of all affecting the right and easement granted hereunder.
4. Grantee may exercise the rights granted under this instrument so long as Grantee utilizes the real estate above described for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing or maintaining said sewer line and once Grantee ceases such use this Easement shall terminate.

**IN WITNESS WHEREOF,** said Grantor does hereunder set his hand and subscribe his name to the foregoing, this \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF MOBERLY, MISSOURI, Grantee

The Junior College District of Moberly

By: \_\_\_\_\_  
Brian Crane, City Manager

By: \_\_\_\_\_  
Dr. Jeff Lashley

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Shannon Hance, City Clerk

#### GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI )

)

COUNTY OF RANDOLPH )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned Notary Public, personally appeared Dr. Jeff Lashley, to me personally known, who by me being duly sworn, did say he is the President of The Junior College District of Moberly and that said instrument was signed by him in accordance with authority granted to him by the Board of Trustees of the Community College District of Moberly and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Randolph County, Missouri, the day and year last above written.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

#### GRANTEE'S ACKNOWLEDGMENT

STATE OF MISSOURI )

)

COUNTY OF RANDOLPH )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned Notary Public, personally appeared Brian Crane, to me personally known, who being by me duly sworn, did say he is the City Manager of the City of Moberly, Missouri, a municipal corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and the said Brian Crane acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Randolph County, Missouri, the day and year last above written.

---

Notary Public

My commission expires: \_\_\_\_\_



# Moberly, MO

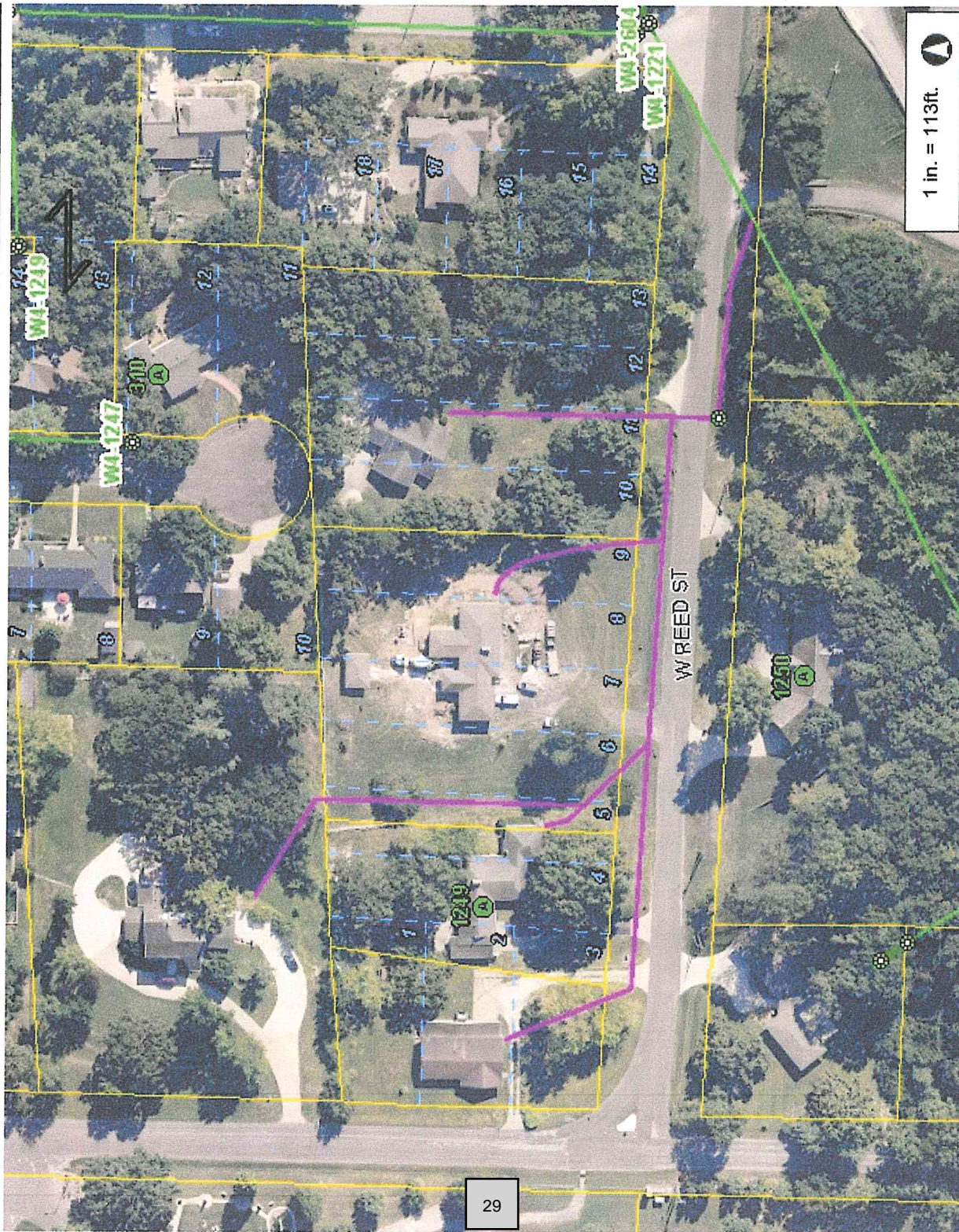
WS #6.



## Legend

- Sewer Line Investigation Locat
- Manhole
- Air Release Valve
- Lamphole
- Lift Station
- Other Sewer Feature
- Area Inlet
- Bar Screen
- Curb Inlet
- Grate Inlet
- Grit Chamber
- Storm Drain
- Tee
- Gravity Main
- Force Main
- Private Sewer Line
- LS\_Electrical
- Roads
- Corporate Limit
- Parcel
- Original Lot
- Stream
- Subdivision
- Lots
- South Ridge Lot Line
- City Easement

## Notes



225.4 Feet

112.70

0

225.4

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #7.

Department: Administration

Date: September 7, 2021

**Agenda Item:** Approval Of A Financial Assistance Agreement With Missouri Department Of Natural Resources For A 2021 Historic Preservation Fund Grant.

**Summary:** City Staff applied for a grant through the Missouri State Historic Preservation Office in June 2021 for a historic preservation plan update. The current plan that is being used was completed by city staff in 2010. This plan is outdated and no longer provides adequate direction for the city nor the historic preservation commission. A new historic preservation plan will provide the city guidance in how to best protect and preserve the community's historic resources and character. The Historic Preservation Commission feels that it was time to review the original plan professionally and update as necessary in order to continue the effort to maintain and renovate our town's historic structures. The total project is \$30,000 and the City of Moberly will be required to pay \$12,000 and SHPO will reimburse \$18,000 towards the cost of the project. This action authorizes the funding agreement for the grant funds.

**Recommended**

**Action:** Direct staff to bring the September 20<sup>th</sup> Council meeting for final approval

**Fund Name:** Historic Preservation

**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 ☐ **Davis** ☐ ☐

M ☐ S ☐ **Kyser** ☐ ☐

Passed Failed



**ATTACHMENT B**

**EXHIBIT 1**

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

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

\_\_\_\_\_ (hereinafter called "Applicant-Recipient")

(Name of Applicant-Recipient)

HEREBY AGREES THAT IT will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the department of the Interior Regulation (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and Regulation, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives financial assistance from the Missouri Department of Natural Resources and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

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

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

\_\_\_\_\_  
DATED

\_\_\_\_\_  
APPLICANT-RECIPIENT

\_\_\_\_\_  
(President, Chairman of the Board or  
Comparable Authorized Official)

\_\_\_\_\_  
APPLICANT-RECIPIENT'S MAILING ADDRESS

**ATTACHMENT B**

**EXHIBIT 2**

**Mid-Term Budget Report**

**INSTRUCTIONS FOR HPF GRANT  
AGREEMENT MID-TERM BUDGET REPORT**

1. Use as many sheets as necessary to list all costs associated with the grant activity.																			
2. Enter the project name and assigned project grant number.																			
	<p>I. List expenditures by <b>COST CATEGORY</b>:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"></td> <td style="padding: 5px;">A. <b>Personnel/Fringe:</b> list each person on the payroll paid as a consultant, indicating name, date, check number. Attach time sheets if necessary.</td> </tr> <tr> <td></td> <td style="padding: 5px;">B. <b>Travel/Other/Equipment:</b> provide a short description of expenditures, bills, check numbers, check dates, and amounts.</td> </tr> <tr> <td></td> <td style="padding: 5px;">C. <b>Supplies:</b> same as for travel/other/equipment.</td> </tr> <tr> <td></td> <td style="padding: 5px;">D. <b>Contractor:</b> list costs paid under grant agreement with contractor. Include copies of contractor invoices and verification of payment made to contractor.</td> </tr> <tr> <td></td> <td style="padding: 5px;">E. <b>Indirect Cost:</b> indicate mathematical computation used to arrive at the dollar amount, then indicate dollar amount.</td> </tr> <tr> <td></td> <td style="height: 20px;"></td> </tr> </table> <p><b>Special note: With regards to donated goods, services or equipment, such costs should be treated as follows for the purpose of listing expenditures:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"></td> <td style="padding: 5px;">Donated <b>time</b> should be listed in category <b>A</b>. Therefore, all time records should be included as proof of expenditures in that section.</td> </tr> <tr> <td></td> <td style="padding: 5px;">Donated <b>equipment</b> should be listed only in category <b>B</b>. All proofs and forms necessary to verify this type of donation should be inserted into this section.</td> </tr> <tr> <td></td> <td style="padding: 5px;">Donated <b>goods</b> should be listed in either category <b>B or C</b>. All proofs and forms necessary to verify these types of donations should be inserted into those sections.</td> </tr> </table> <p>II. The <b>HPF GRANT AGREEMENT</b> amount is the same amount as in the original Grant Agreement Budget federal or nonfederal share.</p> <p>III. <b>MID-TERM SHARE AMOUNTS</b> list how much was actually spent to date for each share type: federal or nonfederal.</p> <p>IV. <b>TOTAL EXPENDITURES</b> is the combined amount of both mid-term federal and nonfederal expenditures.</p>		A. <b>Personnel/Fringe:</b> list each person on the payroll paid as a consultant, indicating name, date, check number. Attach time sheets if necessary.		B. <b>Travel/Other/Equipment:</b> provide a short description of expenditures, bills, check numbers, check dates, and amounts.		C. <b>Supplies:</b> same as for travel/other/equipment.		D. <b>Contractor:</b> list costs paid under grant agreement with contractor. Include copies of contractor invoices and verification of payment made to contractor.		E. <b>Indirect Cost:</b> indicate mathematical computation used to arrive at the dollar amount, then indicate dollar amount.				Donated <b>time</b> should be listed in category <b>A</b> . Therefore, all time records should be included as proof of expenditures in that section.		Donated <b>equipment</b> should be listed only in category <b>B</b> . All proofs and forms necessary to verify this type of donation should be inserted into this section.		Donated <b>goods</b> should be listed in either category <b>B or C</b> . All proofs and forms necessary to verify these types of donations should be inserted into those sections.
	A. <b>Personnel/Fringe:</b> list each person on the payroll paid as a consultant, indicating name, date, check number. Attach time sheets if necessary.																		
	B. <b>Travel/Other/Equipment:</b> provide a short description of expenditures, bills, check numbers, check dates, and amounts.																		
	C. <b>Supplies:</b> same as for travel/other/equipment.																		
	D. <b>Contractor:</b> list costs paid under grant agreement with contractor. Include copies of contractor invoices and verification of payment made to contractor.																		
	E. <b>Indirect Cost:</b> indicate mathematical computation used to arrive at the dollar amount, then indicate dollar amount.																		
	Donated <b>time</b> should be listed in category <b>A</b> . Therefore, all time records should be included as proof of expenditures in that section.																		
	Donated <b>equipment</b> should be listed only in category <b>B</b> . All proofs and forms necessary to verify this type of donation should be inserted into this section.																		
	Donated <b>goods</b> should be listed in either category <b>B or C</b> . All proofs and forms necessary to verify these types of donations should be inserted into those sections.																		
3. Sign and date the completed form.																			

## Historic Preservation Fund Grants GRANT AGREEMENT MID-TERM BUDGET REPORT

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

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

COMMENTS:

Authorized Signature

Date

## **ATTACHMENT B**

### **EXHIBIT 3** **Final Project Report**



**Department of Natural Resources**  
 Division of State Parks, State Historic Preservation Office  
**FINAL PROJECT REPORT**

**Project No.:** 29-

**Project Title:** \_\_\_\_\_

**Total Project Cost:** \$ \_\_\_\_\_

**Amendments with  
Approval Dates:**

--

MAJOR WORK ITEMS	PLANNED	AMENDED	ACTUAL

**Major Cost Items:** (See Attached)

Publication

Name:

Date:

No. Copies.

**Additional  
Information:**

--

**CERTIFICATION:**

I certify professionally qualified program and grants management staff of my organization have confirmed, through site visits and/or review of financial and performance reports, that work under this subgrant (or Grant Agreement) has been accomplished according to applicable laws, regulations, Secretary of the Interior's Standards, other program standards, grant management requirements specified in NPS-49, National Register Programs Guideline, and the terms and conditions of the applicable HPF grant.

**Deputy State Historic Preservation Officer**

Approval Date

National Park Service

Date

## Major Cost Categories

Project Number: 29-

Project Title :

<b>Cost Category--Exhibit 1 Final Expenditures</b>	<b>Original Budget</b>	<b>Amended Amount</b>	<b>Actual Amount</b>
<b>A.</b>	\$	\$	\$
<b>B.</b>	\$	\$	\$
<b>C.</b>	\$	\$	\$
<b>D.</b>	\$	\$	\$
<b>E.</b>	\$	\$	\$
<b>F.</b>	\$	\$	\$
<b>G.</b>	\$	\$	\$
<b>H.</b>	\$	\$	\$
<b>I.</b>	\$	\$	\$
<b>J.</b>	\$	\$	\$
<b>K.</b>	\$	\$	\$
<b>L.</b>	\$	\$	\$
<b>M.</b>	\$	\$	\$
<b>N.</b>	\$	\$	\$
<b>O.</b>	\$	\$	\$
<b>P.</b>	\$	\$	\$
<b>Q.</b>	\$	\$	\$
<b>R.</b>	\$	\$	\$
<b>S.</b>	\$	\$	\$
<b>TOTAL (S)</b>	\$	\$	\$

**ATTACHMENT B**

**EXHIBIT 4**

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

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

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

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

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

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

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

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

---

*CHECK ☐ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.*

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

---

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

---

*CHECK ☐ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.*

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

CHECK\_\_\_IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

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

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

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Check\_\_\_if there are workplaces on files that are not identified here.

**PART D: Certification Regarding Drug-Free Workplace Requirements**

CHECK\_\_\_IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

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

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

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

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

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

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

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

\_\_\_\_\_  
 SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

\_\_\_\_\_  
 TYPED NAME AND TITLE

\_\_\_\_\_  
 DATE



**FINANCIAL ASSISTANCE AGREEMENT**

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

**RECIPIENT INFORMATION**

RECIPIENT NAME City of Moberly		RECIPIENT TELEPHONE NUMBER WITH AREA CODE (660) 269 - 7662	
ADDRESS 101 West Reed Street		CITY Moberly	STATE MO
ZIP CODE 65270			
UNIQUE IDENTIFIER (DUNS NUMBER) 080020845	PROJECT NUMBER 29-21-10029-013	BUDGET PERIOD 09/01/2021-08/31/2022	PROJECT PERIOD 09/01/2021-08/31/2021
RECIPIENT PROJECT MANAGER NAME Shirley Olney		RECIPIENT PROJECT EMAIL ADDRESS Shirleyo@cityofmoberly.com	PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE (660) 269 - 7662

**PROJECT INFORMATION**

RECIPIENT PROJECT TITLE AND PROJECT DESCRIPTION ([ATTACH ADDITIONAL PAGES AS NECESSARY](#))  
City of Moberly: Historic Preservation Plan- the total cost of this project is \$ 30,000. The maximum amount of the grant is \$18,000.00. The City of Moberly has committed to paying all costs in excess of the \$18,000.00.  
Attachment A: Scope, Purpose, and Description of Grant Activities  
Attachment B: Terms and Conditions (Revised: 1/27/2021)  
Attachment C: Special Conditions

TYPE OF ASSISTANCE New Award <input checked="" type="checkbox"/> Amendment <input type="checkbox"/>	SOURCE OF FUNDING Federal <input checked="" type="checkbox"/> State <input type="checkbox"/> Other <input type="checkbox"/>	CFDA NUMBER 15.904	CFDA NAME Historic Preservation Fund Grants-In-Aid
STATE PROJECT MANAGER NAME Allison Archambo		STATE PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE (573) 751 - 7958	INDIRECT COST RATE FOR RECIPIENT %
RESEARCH AND DEVELOPMENT YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	RESEARCH AND DEVELOPMENT COMMENTS IF NEEDED		

PROJECT FUNDING	Original Amount	Original Percentage	Amended Amount	Amended Percentage	Total Amount	Total Percentage
Federal Award:	\$ 18,000.00	60.00 %	\$	%	\$18,000.00	60.00 %
State/Other Award:	\$	%	\$	%	\$ 0.00	%
Recipient Match:	\$ 12,000.00	40.00 %	\$	%	\$12,000.00	40.00 %
Total Award:	\$30,000.00	100.00 %	\$ 0.00	%	\$30,000.00	100.00 %

**AGREEMENT ADMINISTRATION**

THE RECIPIENT AGREES TO ADMINISTER THIS AGREEMENT IN ACCORDANCE WITH ALL APPLICABLE FEDERAL AND STATE REGULATIONS INCLUDING, BUT NOT LIMITED TO:

APPLICABLE PROGRAM GUIDELINES National Historic Preservation Act, 36CFR61.RSMo. Chapter 253.408				RECIPIENT APPLICATION, AS NEGOTIATED, DATED Effective on the date of the last signature	
BUDGET PLAN Attachment # A	DETAILED SCOPE OF WORK Attachment # A	SPECIAL CONDITIONS Attachment # B & C	GENERAL TERMS AND CONDITIONS Attachment # B & C	SUSPENSION/DEBARMENT Attachment # B	PUBLIC LAW Attachment #
PUBLICATIONS Attachment #	EPA MBE/WBE UTILIZATION Attachment #	CERTIFICATE REGARDING LOBBYING Attachment #	INVOICE Attachment #	ADDITIONAL ATTACHMENTS Attachment # Attachment #	

**AMENDMENT INFORMATION**

AMENDMENT ID	AMENDMENT DESCRIPTION ( <a href="#">ATTACH ADDITIONAL PAGES AS NECESSARY</a> )
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**FEDERAL AWARD INFORMATION** ([ATTACH ADDITIONAL PAGES AS NECESSARY](#))

FEDERAL AWARD PROJECT TITLE AND DESCRIPTION 2021 Historic Preservation Fund Grant to Missouri: The objective is to provide Historic Preservation Fund money to State Historic Preservation Officers for the protection and conservation of state and local cultural and historic assets, and to assist them in executing their historic preservation programs and activities pursuant to 54 U.S.C. 300101 et seq (commonly known as the National Historic Preservation Act).			
FEDERAL AWARING AGENCY National Park Service		FEDERAL AWARD ID NUMBER P21AF11032	PASS THROUGH ENTITY NAME MoDNR, State Historic Preservation Office
FEDERAL FUNDING YEAR 2021	FEDERAL AWARD DATE 10/01/2021	TOTAL AMOUNT OF FEDERAL AWARD \$1,125,950.00	INDIRECT COST RATE FOR MoDNR 12.99%

**APPROVAL**

DEPARTMENT OF NATURAL RESOURCES DIRECTOR OR DESIGNEE NAME (TYPED) David Kelly, Director Missouri State Parks	SIGNATURE	DATE
RECIPIENT ORGANIZATION AUTHORIZED OFFICIAL NAME AND TITLE (TYPED) Brian Crane, City Manager	SIGNATURE	DATE

## Recipient Information: complete all fields

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

## Project Information: complete all fields

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

## Agreement Administration: complete all applicable fields.

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

## Amendment Information: complete all fields if amending the agreement

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

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

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

## Approval: complete fields below

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

# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

WS #8.

Department: Public Utilities

Date: September 7, 2021

**Agenda Item:** A discussion regarding a proposal for professional services needed to assist the city of Moberly with updates to the Stormwater Management Plan (SWMP) for compliance with the Comprehensive MS4 Permit No. MO-R04C000 from BARR Engineering Co.

**Summary:** The City of Moberly is required by the State of Missouri to maintain an active Municipal Small Separate Storm Sewer Permit (MS4 Permit) in order to legally discharge water from our storm sewer into waters of the state. The new permit application was submitted for the 2-step permit on March 22<sup>nd</sup>, 2021, but was rejected by the DNR. The DNR has made the administrative decision to place the City of Moberly under the Comprehensive permit plan, which requires us to update our Storm Water Management Plan (SWMP) by December 30<sup>th</sup>, 2021. No public notice will be required for the decision to transfer from the 2-step permit application to the Comprehensive permit application because public notice of the permit update was given in February. In order to comply with the new permit requirements, the city wishes to hire Barr Engineering to update our SWMP according to the attached scope of work.

### Recommended

**Action:** Direct staff to develop a resolution for the next regular Council meeting.

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** N/A

### ATTACHMENTS:

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

### Roll Call

Aye

Nay

### Mayor

M\_\_\_ S\_\_\_ Jeffrey

\_\_\_

### Council Member

M\_\_\_ S\_\_\_ Brubaker

\_\_\_

M\_\_\_ S\_\_\_ Kimmons

\_\_\_

M\_\_\_ S\_\_\_ Davis

\_\_\_

M\_\_\_ S\_\_\_ Kyser

\_\_\_

Passed Failed

August 24, 2021

Mr. Brian Crane  
City Manager  
City of Moberly  
101 West Reed Street  
Moberly, MO 65270

**Re: Scope and Budget for Professional Services**

Dear Mr. Crane:

Thank you for the opportunity to provide this scope and budget for the professional services needed assist the city of Moberly (Moberly) with updates to the Stormwater Management Plan (SWMP) for compliance with the Comprehensive MS4 Permit No. MO-R04C000 (permit). We consider our Barr team members to be an extension of your staff and we look forward to serving you by working on this project together. Outlined below is our understanding of the scope and budget for this project.

**Scope**

The proposed scope of services includes four tasks. The following sections include a description of the scope of each of these tasks.

**Task 1 – Meetings with Moberly staff and/or Missouri Department of Natural Resources (MDNR)**

This task includes meetings with Moberly and MDNR for up to three Barr staff members. Barr assumes three meetings with the Moberly that will be held at project milestones, which could include: 1) a kick-off meeting to initiate the SWMP updates 2) during updates of the (SWMP), and 3) following completion of the updates of the SWMP. Barr assumes two meetings with MDNR (and Moberly) to discuss permitting and SWMP questions (refer to Task 2). This assumption includes the meeting held on August 17, 2021 with Moberly, Barr, and MDNR to discuss a permitting path.

**Task 2 –Communication with MDNR**

Barr will assist Moberly with communications with MDNR, as requested. The time allocated for this task assumes email communications with Moberly and MDNR to discuss the permit application and SWMP reviews. Meetings with MDNR for permit negotiations are included in the scope for Task 1.

**Task 3 – Land Disturbance and Post-Construction Stormwater Program Memorandum**

Task 3 includes time to assist Moberly's Coordinator with the development of a memorandum to the City Manager for recommendations regarding improvements and program changes necessary for the city's land disturbance and post-construction stormwater programs. Barr's time assumed for this task includes:

- Communication with two cities in Missouri to understand their land disturbance and post-construction enforcement programs
- Review and edits to the draft memorandum

#### **Task 4 – Stormwater Management Plan (SWMP) updates**

The permit (Part 3.1.B) requires the SWMP to be updated within 90 days following the renewal of the permit on October 1, 2021. Barr will update the SWMP to meet the requirements of the permit. Updates to the SWMP under this scope of work will include the following:

- Narrative revisions of text in the main body of the SWMP
- Narrative revisions of the Land Disturbance and Post Construction Manuals

Barr will provide the draft version of the updated SWMP, including the Land Disturbance and Post Construction Manuals, in electronic form to Moberly for one round of review and comments. Following Moberly's review, Barr will prepare the final SWMP and provide the SWMP to Moberly in electronic format.

#### **Assumptions**

Barr made the following assumptions in developing this scope of work:

- Site visits to Moberly other than the public hearing are not included.
- Up to five conference calls or meetings are included at the milestones described in Task 1 through Task 4.
- Development of city documents and procedures for implementation of the SWMP (i.e., standard operating procedures (SOPs), an updated MS4 outfall map, changes to the SWMP for compliance following the January 1, 2022 deadline, are not included.
- Annual reviews of the city's Stormwater Management Program and associated reporting are not included.

#### **Deliverables**

Barr will prepare a final electronic copy of the SWMP that meets the requirements of the comprehensive MS4 permit.

#### **Budget and Schedule**

Moberly will be invoiced on a time-and-materials basis for the scope listed above. The total amount to conduct the work, minus on-call tasks, is \$16,900. This amount will not be exceeded on the tasks described in this scope of work without prior approval from the city. Please note that the individual task amounts may vary as the work evolves; however, as mentioned, the total will not be exceeded without approval.

### Project Budget

Task	Cost
<b>Task 1</b> – Meetings with Moberly and MDNR	\$1,900
<b>Task 2</b> – Permit communication with MDNR	\$2,600
<b>Task 3</b> – Land Disturbance and Post-Construction Stormwater Program Memorandum	\$1,800
<b>Task 4</b> – SWMP Updates	\$10,600
<b>Total</b>	\$16,900

### Schedule

The project schedule will be developed with the city at the beginning of the project.

We appreciate the opportunity to propose our services for this project, and we are enthusiastic about this opportunity to work with you. If you have any questions about this proposal, please contact Kate Sinner at or 701-541-2643 (cell).

Sincerely,



Rob Morrison, P.E.  
Vice President



Kate Sinner  
Environmental Engineer



# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #9.  
 Department: Fire Department  
 Date: September 7, 2021

**Agenda Item:** A Resolution Accepting A 2021 Emergency Management Performance Grant And Authorizing The City Manager To Execute An Acknowledgement Of Said Grant And The Grant Contract.

**Summary:** Chief Ryan was assigned the Emergency Management duties for the City of Moberly in May 2021. In June of 2021 the City applied and was approved for a \$23,062.50 2021 EMPG grant. This is a fifty percent matching grant that will cover salary, benefits, and training cost.

**Recommended**

**Action:** Direct staff to bring to the September 20<sup>th</sup> Council meeting for final approval

**Fund Name:** Emergency Management

**Account Number:** 100.008.5100, 100.008.5102, 100.008.5103, 100.008.5101

**Available Budget \$:** 11,531.25

**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\_\_\_ **Davis**      \_\_\_      \_\_\_

M\_\_\_ S\_\_\_ **Kyser**      \_\_\_      \_\_\_

Passed      Failed

BILL NO: \_\_\_\_\_

RESOLUTION NO: \_\_\_\_\_

**A RESOLUTION ACCEPTING A 2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN ACKNOWLEDGEMENT OF SAID GRANT AND THE GRANT CONTRACT.**

**WHEREAS**, Moberly's Emergency Management Director, Donald Ryan, applied to the State Emergency Management Agency for a 2021 Emergency Management Performance Grant for the City of Moberly; and

**WHEREAS**, the city has received notification of a grant award in the amount of \$23,062.50 of which \$11,531.25 is the federal award and \$11,531.25 is our local match amount; and

**WHEREAS**, the city is required to execute an Acknowledgement of Receipt of the grant and the grant contract and return these executed documents to the State Emergency Management Agency.

**THEREFORE**, the Moberly, Missouri, City Council hereby directs the City Manager to execute the Acknowledgement of Receipt of the Emergency Management Performance Grant and the grant award contract and return said documents to the State Emergency Management Agency.

**RESOLVED** this 20<sup>th</sup> day of September, 2021, by the Council of the City of Moberly, Missouri.

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Presiding Officer at Meeting

**ATTEST:**

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City Clerk

Michael L. Parson  
Governor

Sandra K. Karsten  
Director of Public Safety



## STATE OF MISSOURI

# STATE EMERGENCY MANAGEMENT AGENCY

DEPARTMENT OF PUBLIC SAFETY  
PO Box 116, Jefferson City, Missouri 65102  
Phone: (573) 526-9100 Fax: (573) 634-7966  
E-mail: [mosema@sema.dps.mo.gov](mailto:mosema@sema.dps.mo.gov)

James R. ...  
Director

WS #9.



\_\_\_\_\_  
Date

By signing below, I acknowledge receipt of the 2021 Emergency Management Performance Grant awarded to my agency/organization.

\_\_\_\_\_  
Agency/Organization

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

The EMD or his designee will sign this form to acknowledge receipt of the Award Packet and will email a signed copy of this form to [grants@sema.dps.mo.gov](mailto:grants@sema.dps.mo.gov) or fax to 573-526-9194, Attn: EMPG grants **as soon as this packet is received** so that SEMA will know that it was received and not lost in the mail.

**Inside** the orange document folder are the Subrecipient Award documents that are to be signed and dated by the Authorized Official who is a Presiding Commissioner, Mayor or City Administrator. **One original copy of the award documents must be mailed to SEMA, Attn: Amy Lepper, P.O. Box 116, Jefferson City, MO 65102 and the other original copy is maintained in your award files.**



Michael L. Parson  
Governor

Sandra K. Karsten  
Director of Public Safety



STATE OF MISSOURI

STATE EMERGENCY MANAGEMENT AGENCY

DEPARTMENT OF PUBLIC SAFETY  
PO Box 116, Jefferson City, Missouri 65102  
Phone: (573) 526-9100 Fax: (573) 634-7966  
E-mail: mosema@sema.dps.mo.gov

James Remillard  
Director



August 26, 2021

Brian Crane  
City Manager  
City of Moberly  
101 W. Reed St  
Moberly, MO 65270

Dear Brian Crane,

Congratulations, your agency has been approved for a 2021 Emergency Management Performance Grant (EMPG) award from the State Emergency Management Agency (SEMA) in the amount of \$23,062.50, of which fifty percent is local match sharing. The performance period is July 1, 2021 through June 30, 2022. Enclosed are your award documents. **You, as the authorized official must sign the grant award of contract to certify acceptance of this award.** You are required to return the **original** forms back to SEMA **no later than, October 10, 2021**, to the following person and address prior to claims being reimbursed to your jurisdiction:

State Emergency Management Agency  
Attn: Amy Lepper  
PO Box 116  
Jefferson City, MO 65102

The CFDA number for the Emergency Management Performance Grant is CFDA 97.042. Your award number is EMK-2021-EP-00006-075.


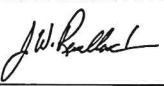
This award is subject to all administrative and financial requirements as outlined in the 2021 EMPG Notice of Funding Opportunity, Grant Award Specific Conditions (see attached), and the EMPG Program Manual. This includes the timely submission of all financial and programmatic reports.

Thank you for your support and cooperation with this effort. If you have any questions, please contact our Grant Specialists, Jackie Hofstetter at 573-526-9256, [Jackie.Hofstetter@sema.dps.mo.gov](mailto:Jackie.Hofstetter@sema.dps.mo.gov) or Holly Otto at 573-751-3401, [Holly.Otto@sema.dps.mo.gov](mailto:Holly.Otto@sema.dps.mo.gov).

Sincerely,

James Remillard  
Director



 State Emergency Management Agency 2302 Militia Drive P.O. Box 116 Jefferson City, MO 65102 Phone: (573) 526-9100 Fax: (573) 634-7966		<b>SUBRECIPIENT AWARD</b> DATE August 26, 2021	
		Award Number EMK-2021-EP-00006-075	Amendment No. N/A
GRANTEE NAME Moberly Emergency Management Agency, City of		GRANTEE VENDOR NUMBER 43-6002348	
GRANTEE ADDRESS 310 N. Clark Moberly, MO 65270		ISSUING AGENCY MO State Emergency Management Agency PO Box 116 Jefferson City, MO 65102	
<b>GRANT INFORMATION</b>			
PROJECT TITLE FY 2021 Emergency Management Performance Grant		FEDERAL AWARDING AGENCY Federal Emergency Management Agency	
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NO 97.042		PERFORMANCE PERIOD FROM: 7/1/2021 TO: 6/30/2022	
FEDERAL AWARD AMOUNT		\$11,531.25	
LOCAL COST SHARE		\$11,531.25	
TOTAL AWARD AMOUNT		\$23,062.50	
<b>CONTACT INFORMATION</b>			
<b>EMPG GRANT SPECIALIST</b>		<b>GRANTEE PROJECT DIRECTOR</b>	
NAME Holly Otto		NAME Donald Ryan, EMD	
E-MAIL ADDRESS holly.otto@sema.dps.mo.gov		E-MAIL ADDRESS ryand@moberlyfd.com	
TELEPHONE 573-573-3401		TELEPHONE 660-269-8705	
SUMMARY DESCRIPTION OF PROJECT <p>The purpose of the EMPG Program is to make grants to locals in preparing for all hazards, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). Title VI of the Stafford Act authorizes grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States from hazards and to vest responsibility for emergency preparedness jointly in the Federal Government, States, and their political subdivisions. SEMA, through the EMPG Program, provides necessary direction, coordination, and guidance, and provides necessary assistance, as authorized in this title so that a comprehensive emergency preparedness system exists for all hazards in the State of Missouri. This award is not for Research and Development. There is no indirect cost rate for this award.</p>			
TYPED NAME AND TITLE OF OHS OFFICIAL James Remillard, Director		TYPED NAME AND TITLE OF GRANTEE AUTHORIZED OFFICIAL Brian Crane, City Manager	
SIGNATURE OF APPROVING OHS OFFICIAL 	DATE 08/26/2021	SIGNATURE OF GRANTEE AUTHORIZED OFFICIAL	DATE
<b>THIS GRANT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS GRANT AGREEMENT, THE GRANTEE IS AGREEING TO READ AND COMPLY WITH ALL SPECIFIC CONDITIONS.</b>			



## SPECIFIC CONDITIONS

DATE  
August 26, 2021

AWARD NUMBER  
EMK-2021-EP-00006-075

### **Article I - Acknowledgement of Federal Funding from DHS**

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

### **Article II - Activities Conducted Abroad**

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

### **Article III - Age Discrimination Act of 1975**

All subrecipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

### **Article IV - Americans with Disabilities Act of 1990**

All subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

### **Article V - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All subrecipients who collect PII are required to have a publically available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Award subrecipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

### **Article VI- Civil Rights Act of 1964**

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



## **Article VII - Civil Rights Act of 1968**

All subrecipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

## **Article VIII – Copyright**

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

## **Article IX - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements**

Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions. The administrative and audit requirements and cost principles that apply to DHS award subrecipients originate from 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as adopted by DHS at 2 C.F.R. Part 3002.

## **Article X - Debarment and Suspension**

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

## **Article XI - Drug-Free Workplace Regulations**

All subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 3001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

## **Article XII - Duplication of Benefits**

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

### **Article XIII - Energy Policy and Conservation Act**

All subrecipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

### **Article XIV - False Claims Act and Program Fraud Civil Remedies**

All subrecipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

### **Article XV – Federal Debt Status**

All subrecipients are required to be non-delinquent in their repayment of Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-428B, item number 17 for additional information and guidance.

### **Article XVI - Fly America Act of 1974**

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

### **Article XVII - Hotel and Motel Fire Safety Act of 1990**

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

### **Article XVIII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

All subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

### **Article XIX - Lobbying Prohibitions**

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



## **Article XX - Non-supplanting Requirement**

All subrecipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

## **Article XXI - Patents and Intellectual Property Rights**

Unless otherwise provided by law, subrecipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

## **Article XXII - Procurement of Recovered Materials**

All subrecipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

## **Article XXIII - Contract Provisions for Non-federal Entity Contracts under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

1. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
4. Davis-Bacon Act, as amended (40 U.S.C 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federal Financed and Assisted Construction"). In accordance with the statute, contracts must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of wage determination. The non-Federal entity must report all suspected or reported violations to the

Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C 3704 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended- Contract and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### **Article XXIV – SAFECOM**

All subrecipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

#### **Article XXV - Terrorist Financing E.O. 13224**

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



### **Article XXVI - Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)**

All subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

### **Article XXVII - Trafficking Victims Protection Act of 2000**

All subrecipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

### **Article XXVIII - Rehabilitation Act of 1973**

All subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

### **Article XXIX - USA Patriot Act of 2001**

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

### **Article XXX - Use of DHS Seal, Logo and Flags**

All subrecipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

### **Article XXXI - Whistleblower Protection Act**

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

### **Article XXXII - SEMA Specific Acknowledgements and Assurances**

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

1. Subrecipients must cooperate with any compliance review or complaint investigation conducted by SEMA.
2. Subrecipients must give SEMA access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by SEMA regulations and other applicable laws or program guidance.

3. Subrecipients must submit timely, complete, and accurate reports to the appropriate SEMA officials and maintain appropriate backup documentation to support the reports. Future awards and fund drawdowns may be withheld if these reports are delinquent.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the SEMA.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the SEMA Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.

### **Article XXXIII- Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by SEMA, you must request instructions from SEMA to make proper disposition of the equipment pursuant to 2 C.F.R. §200.313.

### **Article XXXIV - Prior Approval for Modification of Approved Budget**

Before making any change to the SEMA approved budget for this award, you must request prior written approval from SEMA by requesting a Subaward Adjustment.

### **Article XXXV - Incorporation by Reference of Notice of Funding Opportunity**

The Notice of Funding Opportunity for this program is hereby incorporated into your award agreement by reference. By accepting this award, the sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained under the 2020 Notice of Funding Opportunity and the Missouri 2020 EMPG Program Manual.

### **Article XXXVI – Federal Leadership on Reducing Text Messaging while Driving**

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

### **Article XXXVII – National Environmental Policy Act**

All subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.



### **Article XXXVIII – Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

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

### **Article XXXIX – Acceptance of Post Award Changes**

In the event SEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

### **Article XXXX – Universal Identifier and System of Award Management**

Unless the recipient is exempted from this requirement under 2 CFR 25.110, the recipient must maintain the currency of their information in the System for Award Management (SAM) until the recipient submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information or another award term.

### **Article XXXXI – Other Specific Conditions**

1. Sub-recipients are required to ensure that all EMPG funded personnel complete the following DHS/FEMA training courses within twelve (12) months of hire and record proof of completion, IS 100, IS 120, IS 200, IS 230, IS 235, IS 240, IS 241, IS 242 IS 244, IS 700, IS 800 and L-146 HSEEP\*.
2. Sub-recipients are required to ensure that all EMPG funded personnel complete the following DHS/FEMA training courses within twenty-four (24) months of hire and record proof of completion, G 191, IS 2200 and IS/K 2300.
3. Sub-Recipients of 2021 EMPG funding are required to ensure that all EMPG funded personnel actively participate in two (2) exercises during the performance period with one (1) being Operations Based. Jurisdictions must identify planned quarterly activity to meet these requirements on the 2021 EMPG application and Status Reports. Failure to comply with this requirement could result in claim payments being held until the requirement is met.
4. Subrecipients are required to use WebGrants (<https://dpsgrants.dps.mo.gov/>) to submit Quarterly Status Reports and Claim Requests. Sub-recipients are encouraged to submit Claim Requests throughout the quarter to allow for more up-to-date tracking of grant progress and prevent reimbursement delays.

Status Reports and Claim Requests for each billing period are due to SEMA as follows:

- a. Quarter 1 (July 1 to September 30): Due October 15, 2021
- b. Quarter 2 (October 1 to December 31): Due January 15, 2022
- c. Quarter 3 (January 1 to March 31): Due April 15, 2022
- d. Quarter 4 (April 1 to June 30): Due July 31, 2022
5. Subrecipients must maintain an annual Integrated Preparedness Planning Workshop (IPPW) and participate in Threat and Hazard Identification and Risk Assessment (THIRA) updates.

\*EMPG funded exercise officers and management personnel involved in the design and evaluation of exercises must complete L-146 HSEEP within 24 months of hire and record proof of completion.



# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

WS #10.

Department: Police

Date: September 7, 2021

**Agenda Item:** Receipt of bids Police Department Parking Pad replacement

**Summary:** The concrete driveway leading to the rear of the police department is deteriorating quickly and in need of replacement. The department began in February of 2021 requesting bids for this project. Phone messages were left with DMC Concrete and with Bohm Construction, both local concrete contractors. Only Bohm Construction returned the call and measured the project area. Bohm did not provide an estimate for the project despite being asked on two separate occasions. DMC was asked in person to look at the project while working at the JT Cross building, they did not respond.

On August 6, 2021, the bid request ran in the Moberly Monitor Index classified pages on August 11, 2021 and a post was made on the department face book page. Bids were returnable on August 27, 2021 at 10:00am. Chief Link and Municipal Clerk Hance were present when the sealed bids were opened. Only one bid was received from Spillman Concrete of Macon MO for 6,715 dollars, or 8.50 a sq yard. This is a budgeted expense.

### Recommended Action

Move forward

**Fund Name:** Building Maintenance

**Account Number:** 100.007.5300

**Available Budget \$:**  
64,500.00

### 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\_\_\_ Davis

\_\_\_

M\_\_\_ S\_\_\_ Kyser

\_\_\_

Passed Failed

# Concrete Parking Pad Replacement PD

WS #10.

## CITY OF MOBERLY

### "BID OPENING" Sign-In Sheet

Date: 8/27/2021, 10:00AM

Name

Shannon Hance

Company

City of Moberly

Tray Link

Moberly Police

# Concrete parking Pad Replacement PD

WS #10.

## CITY OF MOBERLY

### "BID OPENING"

Date: 9/27/2021, 10:00 AM

Spilman Concrete LLC

\$ 8.50 per sq yd = \$6.715

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

**CITY OF MOBERLY, MISSOURI – CONCRETE PARKING PAD REPLACEMENT****CITY OF MOBERLY, MISSOURI Unit price bid**

**DESCRIPTION OF ITEMS TO BE INCLUDED IN UNIT PRICE-** Removal of existing concrete, haul off and disposal and replacement of same with 6" of reinforced concrete, minimum 4 inch depth sub-grade, 2" depth saw cutting and dowelling to exiting slabs, Topsoil for backfilling perimeter, Grass seed & mulch as needed. Unit price is based on an estimated quantity of (20' x 34' and 10' x 11') 790' sq.ft.

Final payment will be determined based on measured completed quantity multiplied by the unit price.

**UNIT PRICE** \$ 8.50 per sq.ft.

**Total based on estimated quantity** \$ 6,715

## CITY OF MOBERLY – CONCRETE PARKING PAD REPLACEMENT

## CONCRETE PARKING PAD REPLACEMENT

## BID FORM PROPOSAL

BID TIME 12:30BID DATE 8-24-21

TO: THE CITY OF MOBERLY

The bidder declares that he has had an opportunity to examine the site of the work and he has examined the contract documents therefore, and that he has prepared his proposal upon the basis thereof, having carefully examined the site and having read and understood all the Contract Documents, adding Addenda through, for the

## CONCRETE PARKING PAD REPLACEMENT

and being familiar with the local conditions affecting the work, hereby proposes to furnish all labor, materials, equipment and services required for the performance and completion of said project in accordance with the said Contract Documents or the following itemized bid.



(Signature)

Eric Spilman

(Print Name)

Spilman Concrete LLC

(Company Name)

705 Maple Lane

(Address)

660-414-5150

(Telephone Number)

(Fax Number)

SpilmanE@yahoo.com

(E-mail)



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torney at Law, PLLC, dba  
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## BIDS & PROPOSALS

**CITY OF MOBERLY,  
MISSOURI - CON-  
CRETE PARKING PAD  
REPLACEMENT INVITA-  
TION FOR BIDS.** Sealed  
bids for the replacement  
of the approximate 20' x  
34' and a 10'x 11' parking  
pad on the East side of  
the police station will be  
received by the City Clerk  
at the Moberly City Hall,  
101 W. Reed, Moberly,  
MO. 65270 until Friday,  
\_August\_ 27\_, 2021, at  
10:00 am., when they  
will be publicly opened  
and read. The Scope of  
Work includes breaking  
out and hauling away  
old materials, preparing  
base forming, pinning,  
placement and finishing  
of concrete pad, backfill,  
seed, mulch, and other  
incidental items. The work  
is to be completed by the  
fall of 2021, and coordi-  
nate timing with the Chief  
of Police. Bid specs are  
available at the Moberly  
Police Station, 300 N.  
Clark St. Moberly, MO  
65270; or by contacting  
\_Chief Troy Link\_ @ 660-  
263-0346 or email tlink@

moberlypd.com free of  
charge. Troy Link Chief of  
Police

The City of Moberly, Mis-  
souri will receive sealed  
bids in City Hall, 101 West  
Reed Street, Moberly,  
MO 65270 until 1 p.m.  
Wednesday August 25,  
2021 for the replacement  
of flooring in four rooms  
of Moberly Municipal Au-  
ditorium. Specifications  
may be picked up from  
the Moberly Parks and  
Recreation office (200  
N Clark St) or the City  
Clerk's office (101 West  
Reed St). Sealed bids  
should be marked "Aud-  
itorium Flooring." The City  
of Moberly reserves the  
right to accept or reject  
any or all bids. For more  
information, call 660-269-  
8705 x2040.

## NO HUNTING

All person are hereby no-  
tified that the land listed  
below is posted by per-  
sons owning or renting  
said land. Hunting with  
dog, gun, trap or snare,  
nut gathering or any other  
trespassing is absolutely  
forbidden under the pen-  
alty of prosecution of  
law. Get permission or  
suffer the consequences.  
John F. Carmody Jr... 12/21  
Marshall & Roth..... 11/19  
Richard Boots/ Ralph  
Boots..... 10/19

## IT Systems Analyst

Moore Fans is currently seeking an IT Systems Analyst. The ideal candidate would be a highly motivated, results driven individual with a strong attention to detail and a desire to continuously learn.

Responsibilities include designing, developing, and implanting new applications, maintaining and troubleshooting legacy applications, and providing support for end users. Other duties will include installing hardware and software; as well as providing server, networking, email, printing, and other support.

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ns include Bachelor's Degree or equivalent, minimum 4 years of relevant industry an understanding of system design and application lifecycle principles, a foundation ented programming, relational database experience (MS SQL Server preferable), and C# application development experience. The ideal candidate would be self-motivated, customer focused, and have a desire to keep up with current, stable technologies.

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