

**NOTICE OF OPEN MEETING & VOTE TO
CLOSE PART OF THE MEETING**

A G E N D A

COUNCIL MEETING

City of Moberly

City Council Room – Moberly City Hall

101 West Reed Street

November 02, 2020

6:00 PM

AMENDED AGENDA

Posted:

Pledge of Allegiance

Roll Call

Approval of Agenda

Recognition of Visitors

Communications, Requests, Informational Items & Consent Calendar

Public Hearing and Receipt of Bids

1. Receipt of State bid for a new 4 post lift for the Street Department.

Ordinances & Resolutions

2. An Ordinance Approving A Cooperation Agreement With Hils Family, LLC And Authorizing The City Manager To Execute The Agreement.

3. A Resolution Approving A Social Media Policy For Inclusion In The City Of Moberly Personnel Manual.

4. A Resolution Accepting A Grant Award From The U.S. Department Of Commerce In The Amount Of \$4,809,787 And Authorizing Execution Of The Financial Assistance Award.

5. A Resolution Accepting The State Contract Bid And Authorizing The Purchase Of A Mohawk TR-25 4 Post Lift.

6. A Resolution Authorizing And Accepting Change Order Number 4 To The Contract With Willis Bros. Inc., For The Harrison And Garfield Project.

7. A Resolution Authorizing Moberly Chamber Of Commerce To Hold A Christmas Parade And Festival Including Public Consumption Of Alcoholic Beverages.

8. A Resolution appropriating money out of the Treasury of the City of Moberly, Missouri.

Official Reports

Anything Else to Come Before the Council

9. Appointment to the Housing Authority Board.

10. **Consideration of a Motion to adjourn to a Work Session**

Adjournment

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

City of Moberly City Council Agenda Summary

Agenda Number: #1.
Department: Public Works
Date: November 2, 2020

Agenda Item: State bid for a new 4 post lift for the Street Department.

Summary: We have it in our budget to replace our current 4-post lift in the shop next year fy2022, we are replacing it because its lift capacity is not heavy enough to pick up a lot of our 1-1 ½ ton trucks, it is rated at 14,000 lbs. max and our trucks when outfitted with plows and spreaders, and the bucket trucks and service trucks will exceed that weight. A new 25,000 lb. lift purchased through the state contract #CC180160002 would cost \$ 34,954.74. we have funds budgeted this year fy2021 to purchase a forklift(20k) a trailer (7.5k) and a 6-way blade(8k) that would cover the cost of the lift. When work is required under these heavy trucks, we currently drive the front tires onto ramps and jack up the rear to allow us access under vehicle. I think if possible, it would be better to move the purchase of the lift up to this year fy2021 and worry about the forklift, trailer and blade next fiscal year.

Recommended

Action: Accept this bid.

Fund Name: Public Works CIP

Account Number: 601.000.5502

Available Budget \$: 34,954.74

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



Vendor: **MOHAWK RESOURCES LTD**
 65 Vrooman Ave, PO Box 110
 Amsterdam, NY 12010
 Phone: 800-833-2006 Fax: 518-842-1289
 Contact: Zach Perlstein x 1600
 Email: zach@mohawklifts.com



QUOTATION

Quote No: MOBERLY(MO)
 Quote Date: 10/2/2020
 Good Through 12/1/2020

Missouri State Contract #
 CC180160002
 07/18/2017 - 02/10/2022

BILL TO
Tim Grimsley City of Moberly MO 101 W Reed Rd., Moberly MO 65270 timg@cityofmoberly.com 660-651-6878

SHIP TO
Tim Grimsley City of Moberly MO 101 W Reed Rd., Moberly MO 65270 timg@cityofmoberly.com 660-651-6878

Shipping Method	Shipping Terms	s	Payment Terms
Best Way	FOB Destination, Freight Prepaid	7-10 Weeks ARCO*	Net 30

Part Number	Description	Qty	List Price	Purchase Price	Total
025-025-005	TR-25A (25' Tracks) 25,000lb (with Standard Airlock Release)	1	\$ 24,650.00	\$ 20,757.89	\$ 20,757.89
019-000-010	RJ-15 Rolling Jacking Beam (15,000 lb capacity)	2	\$ 6,090.00	\$ 5,128.42	\$ 10,256.84
025-011-137	Air Line Option, TR19, FL25, TR25 - 30FT	1	\$ 1,710.00	\$ 1,440.00	\$ 1,440.00
Installation	Installation	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00

NOTES:	SUBTOTAL	\$ 34,954.74
	Sales Tax (if applicable)	
	Credit Card Fee**	
	TOTAL	\$ 34,954.74

Click here for Mohawk Resources Federal Form W-9: www.mohawklifts.com/Mohawk-W9

This quotation is subject to the terms and conditions noted on the following page

FINANCING OPTIONS

FINANCE TO OWN - \$1 BUYOUT			
24 mo	36 mo	48 mo	60 mo
\$1,580.09	\$1,077.69	\$835.42	\$690.50
FIRST YEAR SECTION 179 TAX DEDUCTION**			(\$12,234.16)
COST AFTER SECTION 179 TAX SAVINGS			\$ 22,720.58

**Assumes 35% Tax Rate

This example was provided to Mohawk Lifts by GreatAmerica Financial Services ("GreatAmerica"), to whom we regularly refer certain customers interested in financing purchases from us. Actual financing terms and arrangements are proposed by GreatAmerica at the time of credit application. Mohawk does not participate in the credit application or credit decision process, which is solely between our customer and GreatAmerica. Mohawk does not have any ownership interest in Great America and Mohawk does not receive any referral fees or other compensation from GreatAmerica. Our referral to GreatAmerica is solely as a convenience to our customers interested in financing purchases from Mohawk. It is not a condition of this transaction that the customer finance its purchase or finance with GreatAmerica.

TERMS AND CONDITIONS

This order is subject to the General Terms and Conditions of Sale and Warranties found at www.mohawklifts.com/terms and www.mohawklifts.com/warranty

Delivery and Installation

- A fork truck must be supplied at the offload site to unload the equipment from the freight carriers' trailer and if applicable for the installation.
- The Customer is responsible for inspecting all Products at the time of delivery and before signing the delivery receipt, freight bill, or bill of lading. Should the customer determine at the time of delivery that any items are damaged or missing the Customer must note the item, discrepancy, or condition on the delivery receipt, freight bill, or bill of lading. Mohawk is not responsible for missing or damaged products when the Customer has signed the delivery receipt, freight bill, or bill of lading in good condition.
- Quoted installation does not include electrical hook-up or any concrete work which may be required. Electrical and any concrete work that may be required must be preformed prior to installer's appointment date.
- Quoted Installation does not include any unforeseen circumstances such as plumbing, electrical, in floor heat, rebar, steel structures, drain, or drain slopes in the existing floor. Installation price is subject to change if the lift is unable to be installed at the time of scheduled appointment, if the shop condition is not ready for installation (lack of adequate concrete, no electrical service, etc), or any other condition which would require additional return trips by the installer.
- Price does not include Sales tax (unless applicable), duties, brokerage, or any other fees.
- Any and all permits, licenses, fees, etc. are the Customers' responsibility

PAYMENT

Payment for your equipment, including installation, is due with order or prior to shipping.

Payment can be made by certified check or wire transfer.

****VISA or MasterCard** accepted for orders less than \$18,000.00. A 3.25% processing fee will apply.

Acknowledged and Accepted by:

Signature: _____ Date: _____

Name (printed): _____ Title: _____

Phone: _____ Email: _____

To place your order, please return a signed copy of the quote to:

MOHAWK RESOURCES LTD.
PO Box 110, Amsterdam, NY 12010
Email orders@mohawklifts.com or Fax 518-842-1289

BUY ONCE. BUY RIGHT. BUY A MOHAWK!

Mohawk TR-25 for City of Moberly - MISSOURI STATE CONTRACT CC180160002

Zach P. <zach@mohawklifts.com>

Fri 10/2/2020 10:45 AM

To: Tim Grimsley <timg@cityofmoberly.com>

📎 3 attachments (2 MB)

MOBERLY_TR2525.100220-1.pdf, MOBERLY_TR2525.100220.pdf, TR1925.pdf;

Hi Tim - thank you for your time today. Attached please find quotes for Mohawk's TR-25 with Rolling Jacks and Installation, and one quote with the built in air line kits to keep the rolling jacks lines a bit tidier. Not a necessary option, but a "nice-to-have".

Per our call, all quoted equipment has been competitively bid and competitively awarded by the State of Missouri on **MISSOURI STATE CONTRACT CC180160002.**

I've also attached some literature on Mohawk's TR-25, proudly built in the USA for decades of safety, reliability, and longevity. It is AMERICA'S BEST LIFT INVESTMENT.

Below my signature is also a fairly detailed write-up about why Mohawk stands above the rest when it comes to safety, reliability, and longevity.

My cell for ANY questions; 518-810-4706.

From the guys and gals at the factory in Upstate NY, thank you for supporting **AMERICAN** manufacturing!

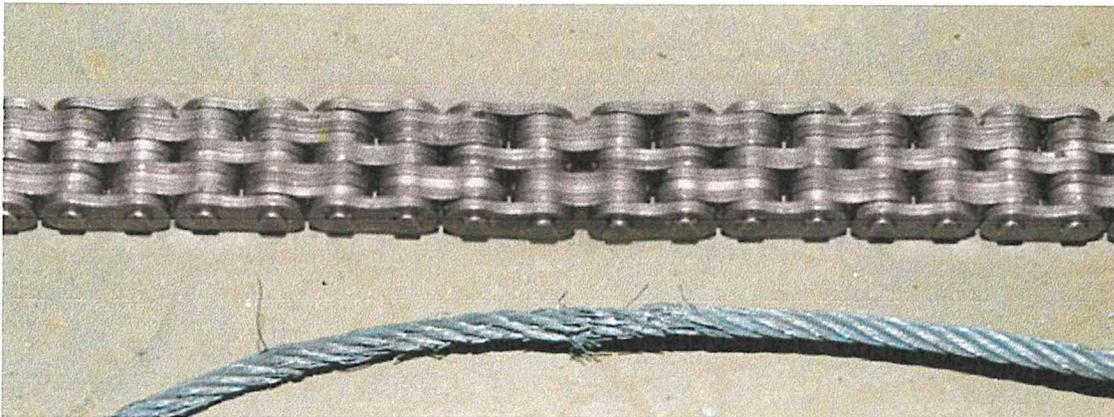
Best,
Zach

The Mohawk leverages a 646-Leaf Chain for Equalization.

Other four-posts leverage wire ropes/cables for equalization. These cables stretch and fray and require DAILY inspections by the operator (screenshot below from cable equalized lift operating manual). As the cables ensure that the lift raises evenly, when cables stretch the lift will not raise evenly, and the locks may not engage simultaneously (screenshot also below from manual), meaning a technician may unknowingly start working when the lift is not on one or more of the locks. To boot, daily inspections will only reveal any kinks, frays, necking, etc. on the outside of the cable (frequent types of cable deformations also shown from cable lift manual below). These daily inspections cannot reveal issues on the inside of the cable. The report from NAVFAC (US Naval Command) details a catastrophic lift failure due to cable ropes that were compromised internally but could not be verified by visual inspection.

The NAVY, like their Armed Forces counterparts, procure the Mohawk TR-25 because of its Safety Track Record. In fact, the TR-25 was awarded a National Stock Number (NSN# 4910-01-424-8934) by the Department of Defense. NSNs are not just handed out willy-nilly--the equipment must go through a robust assessment by central command. The goal of the NSN program is for DOD agencies to procure equipment expeditiously when an immediate need arises. As the equipment has been tested and validated, it allows them to make those purchases quickly knowing that additional safety reviews are not required.

646 LEAF CHAIN VS WIRE ROPE/CABLES



NAVFAC REPORT



NAVFAC Vertical Transportation Equipment Program

NAVFAC VTE Program Safety Directive AL-2013.01

12 April 2013

SUBJ: AUTOMOTIVE LIFT SURVEY OF SUSPENSION WIRE ROPE

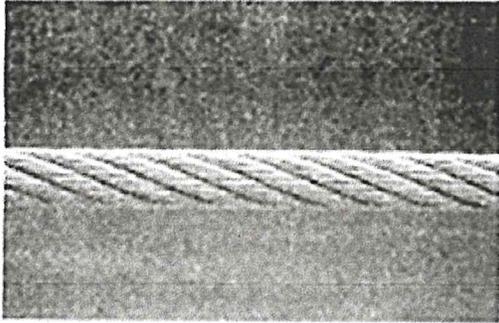
Primary Responsibility: NAVFAC VTE Program Lead Certifying Officials, Navy Wide

Encl: (1) NAVFAC Mid-Atlantic Safety Office Near-Miss Notice
(2) NAVFAC VTE Program Safety Survey 12 April 2013

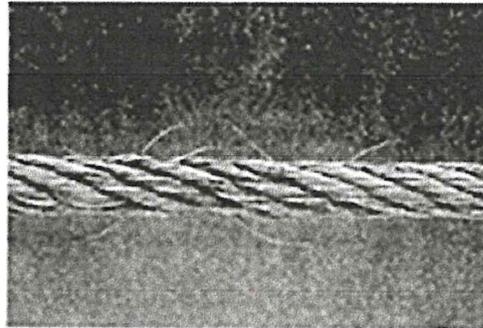
1. On 29 March 2013, Encl (1) was issued as a result of catastrophic failure of the wire rope suspension means on a [REDACTED], 12K lb capacity, four-post automotive lift in Norfolk, VA. The lift design utilizes steel wire ropes to raise and lower the vehicle support ramps. This lift model was manufactured approximately 1988 through 1998.

**WIRE ROPE REPLACEMENT CRITERIA - FROM WIRE ROPE LIFT OPERATING MANUAL
PLEASE ALSO SEE THE NOTE THAT DICTATES IF A SINGLE CABLE MUST BE REPLACED,
THAT ALL 4 CABLES MUST BE REPLACED, IN ADDITION TO SHEAVES, PULLEYS &
ROLLERS.**

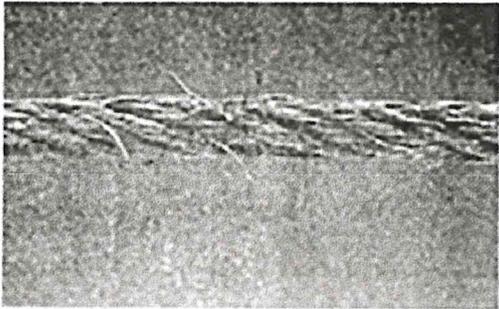
**ONCE YOU ADD IN LABOR THIS COMES OUT TO THOUSANDS OF DOLLARS, NOT TO
MENTION OPPORTUNITY COSTS OF SHOP DOWNTIME**



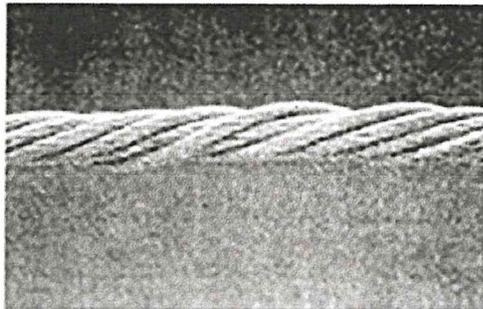
Typical Good Cable



Cable with Broken Wires



Cable with Severe Corrosion



Cable with Necking

Wire Rope Replacement Criteria



If any cable is found to be in need of replacement, the entire cable set, pulleys and safety rollers, must be replaced immediately. See *Cable Condition Guide*.

DAILY CABLE & SHEAVE INSPECTION REQUIREMENT - FROM WIRE ROPE LIFT OPERATING MANUAL

Daily: Check cables and sheaves for wear. Observe for frayed cable strands. Wipe cables with a rag to detect hard to see small broken cable strands. Replace cables showing any broken strands. Replace worn parts as required with genuine [REDACTED] parts.

WARNING RE; CABLE EQUALIZATION AND HOW IT IMPACTS FUNCTIONALITY OF SAFETY LOCK - ALSO FROM WIRE ROPE LIFT OPERATING MANUAL

If the equalization cables are out of adjustment the carriages are out of sync, and when the lift is at full rise one of the safety latches may not have the clearance to disengage and allow the lift to lower.

--

Zach Perlstein
Business Development
Mohawk Lifts
518-810-4706

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We have it in our budget to replace our current 4-post lift in the shop next year fy2022, we are replacing it because its lift capacity is not heavy enough to pick up a lot of our 1-1 ½ ton trucks, it is rated at 14,000 lbs. max and our trucks when outfitted with plows and spreaders, and the bucket trucks and service trucks will exceed that weight. A new 25,000 lb. lift purchased through the state contract #CC180160002 would cost \$ 34,954.74. we have funds budgeted this year fy2021 to purchase a forklift(20k) a trailer (7.5k) and a 6-way blade(8k) that would cover the cost of the lift. When work is required under these heavy trucks, we currently drive the front tires onto ramps and jack up the rear to allow us access under vehicle. I think if possible, it would be better to move the purchase of the lift up to this year fy2021 and worry about the forklift, trailer and blade next fiscal year.

Thanks Tim

City of Moberly City Council Agenda Summary

Agenda Number: #2.
Department: Community Development
Date: November 2, 2020

Agenda Item: An Ordinance Approving A Cooperation Agreement With Hils Family, LLC And Authorizing The City Manager To Execute The Agreement.

Summary: Hils Pharmacy has been working with the City and MAEDC with their plans to remove an existing bottling plant and house along N. Morley to construct a new, much larger pharmacy facility. The building was in a state of disrepair and has been mostly vacant, other than some storage space for decades and had become a blight on the area. The house that exist there, while occupied and maintained, was a non-conforming use in the B-3 zoning. The project will make a significant impact to this area of the business strip. To assist in the removal and overall development of the project, the areas of asbestos removal and sidewalks were where the owners, MAEDC and City staff felt we could provide some assistance. For asbestos removal, the City would commit up to \$3,000 reimbursement for the required abatement and for sidewalks, would provide up to \$10,000, at a match of 50/50 out of our sidewalk program.

Recommended

Action: Approve this ordinance.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A COOPERATION AGREEMENT WITH HILS FAMILY, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.

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

SECTION ONE: Hils Family, LLC, (“Hils”) owns real estate located at 800 North Morley which consists of a blighted commercial structure and a non-conforming use house and desires to demolish and remove the existing structures and construct a large pharmacy facility.

SECTION TWO: Hils has requested and the City has agreed to assist with this project by contributing to necessary asbestos removal and to match funding for sidewalk construction.

SECTION THREE: Attached hereto is a certain Cooperation Agreement between Hils and the City of Moberly providing for the demolition and construction described herein and the City’s contribution to the project.

SECTION FOUR: This Ordinance shall be in full force and effect from and after its passage and adoption by the Council of the City of Moberly, Missouri, and its signature by the officer presiding at the meeting at which it was passed and adopted.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 2nd day of November, 2020.

ATTEST:

Presiding Officer at Meeting

Deputy City Clerk

COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT (this “**Agreement**”) is made and entered into as of the _____ day of _____, 2020 (the “**Effective Date**”), by and between the CITY OF MOBERLY, a city of the third classification and Missouri municipal corporation having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**City**”) and HILS FAMILY, LLC, a Missouri limited liability company in good standing having a principal office at 1103 East Broadway, Columbia, Missouri, 65201 (the “**Company**”).

RECITALS

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

B. Among other powers, the City is authorized to expend its funds to promote commercial and industrial development under section 349.012 of the Revised Statutes of Missouri, as amended and to protect the public health and to suppress and abate nuisances under sections 71.680 through 71 780 of the Revised Statutes of Missouri, as amended, and the City’s general police powers.

C. The Company is the owner under contract of improved real property generally known and numbered as 800 North Morley Street located within the corporate limits of the City (the “**Property**”) a portion of which was formerly a manufacturing facility but which more recently has become a nuisance and an eyesore detrimental to use and value of surrounding properties and the City is desirous of providing for the demolition of the improvements at the Property including the removal and proper remediation and disposal of asbestos and similar materials at the Property.

D. The Company currently operates a retail pharmacy business at 807 North Morley Street and, subject to the demolition, removal, and proper disposal and remediation of site conditions at the Property, wishes to construct a new retail pharmacy facility containing approximately 6,000 square feet at the Property and to relocate its business to the new facility (collectively, the “**Project**”) which Project, when and if realized, may be expected to create additional jobs and generate increased economic activity as well as improving the values of surrounding properties by abating a nuisance.

E. The Company has requested that the City facilitate the Project by providing certain assistance and the City is willing to cooperate with and assist the Company in the removal and proper disposal and remediation of asbestos at the Property and contribute to the installation of new sidewalks and vehicular approaches to the Project within the City’s rights-of-way, all in accordance with and subject to the terms of this Agreement, which cooperation and assistance can be expected to result in the creation of additional jobs and the generation of

increased economic activity as well as improving the values of surrounding properties and is within the scope of the City’s municipal powers and for a public purpose.

AGREEMENT

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

1. Company to Undertake Demolition and Removal. Within Thirty (30) days of the Effective Date the Company at the Company’s sole cost and expense shall make application to the City for demolition permits for the Property and, upon the issuance of such permits, the Company shall promptly cause to be demolished and removed all buildings and similar improvements and components situated on the Property which may be satisfied by and through a written agreement between the Company and a licensed contractor experienced in such work. All demolition and removal work at the Property shall be performed in a workmanlike matter and compliant with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes applicable to or affecting the Property including, without limitation, the building regulations of the City and all applicable federal and state environmental laws and regulations (collectively, “**Applicable Regulations**”).

2. Company to Undertake Asbestos Removal; City to Reimburse Company; Limitations. Contemporaneous with the demolition and removal work undertaken pursuant to **paragraph 1** of this Agreement, the Company shall perform or cause to be performed such testing and evaluation activities as may be commercially reasonably required and shall cause to be remediated and/or removed and properly disposed of all asbestos and similar materials within and on the Property or the current improvements thereto. Asbestos remediation shall be performed by a licensed contractor experienced in such work approved in writing by the City (the “**Remediation Contractor**”) subject to a written agreement between such Remediation Contractor and the Company. The Company shall institute commercially reasonable measures to assure that all asbestos remediation and removal is performed in a workmanlike matter and complies with all Applicable Regulations. Upon satisfactory completion of all asbestos remediation and removal work, and upon receipt and inspection of Remediation Contractor invoices therefor together with commercially reasonable evidence of payment made in full, by the Company to such Remediation Contractor, the City shall reimburse to the Company the actual costs expended by the Company for such asbestos remediation work up to a maximum amount of Three Thousand Dollars and no cents (\$3,000.00) promptly upon submission of invoices from the Company to the City. In no event shall the City or any of its officials, employees, attorneys, agents or representatives have any liability to the Company, the Remediation Contractor, or any third party or successor or assign, agent or personal representative of any of them for any claim or recovery in respect of the asbestos remediation, removal or disposal.

3. Company to Undertake and Complete Project; Time for Completion. Promptly following the completion of the demolition and asbestos removal as provided in **paragraphs 1** and **2** of this Agreement, the Company at the Company’s sole cost and expense shall make

commercially reasonable efforts to obtain all applicable permits and approvals under Applicable Regulations, and shall commence and diligently pursue to completion the development of the Project, and shall substantially complete the Project and obtain a Certificate of Occupancy for the Property and the Project not later than _____ (____) months from the date of receipt of applicable permits and approvals, all subject to Force Majeure as provided in this **paragraph 3**. For purposes of this **paragraph 3**, the term “Force Majeure” shall mean actions or inactions not within the reasonable control of the Company, including, without limitation, construction delays due to sustained inclement weather conditions, delays caused by competent legal authority, strikes, lockouts, labor disputes, riots, fire or other casualties, tornadoes, acts of God, acts of the public enemy, accidents, governmental restrictions, unanticipated or unusual site conditions, priorities regarding acquisition of or use of materials, litigation challenging any of the rights of the Company under this Agreement, or delays caused by local, state or federal governments. The times within which the Project is to commence and be completed as set forth in this **paragraph 3**, shall be automatically extended appropriately as a result of any event of Force Majeure; *provided that* in the event of any such delays, the Company shall promptly notify the City in writing stating the nature of the delay which, in the reasonable opinion of the Company, justifies the extension. Any delay under this **paragraph 3** shall result in a day-for-day extension of any obligations, deadlines or dates set forth in this Agreement that are directly affected by such delay. Other than time for completion requirements of this **paragraph 3**, the Company shall have complete and exclusive control over the implementation and timing of the Project and the management and operation of the Project and the Property, subject to the further requirements of this Agreement.

4. City Contribution for Work in City Rights-of-Way; Limitations. The parties acknowledge that the Project incorporates the installation of new sidewalks and approaches and apron work within the City rights-of-way at Madison Street and at Franklin Street and within the State of Missouri right-of-way on the north bound lane of North Morley Street, all as depicted on that certain site plan dated 8.10.2020 prepared by Steven L. Nuhn, Architect, designated “G-P&Z” and submitted for approval by the City’s Planning and Zoning Commission, a copy of which is set forth as **Exhibit A** attached to and incorporated by reference in this Agreement. The Company hereby further agrees that all such sidewalk, and approaches and apron work undertaken as part of the Project shall be undertaken and reflect and incorporate City specifications and standards therefor and upon completion, all such improvements within the City’s rights-of-way shall be irrevocably dedicated in fee to the City. The Company hereby further agrees to cooperate with the City and to promptly execute such documents and instruments as may be reasonably required to affect such dedications. Upon satisfactory completion of the Project, and upon receipt and inspection of invoices therefor together with commercially reasonable evidence of payment made in full, by the Company for such work, the City shall reimburse to the Company for Fifty Percent (50%) of actual costs paid by the Company for such sidewalk installation and approach and apron work within the aforesaid City rights-of-way up to a maximum amount of Ten Thousand Dollars and no cents and (\$10,000.00) promptly upon submission of invoices therefor from the Company to the City.

5. Company to Adhere to All Applicable Regulations To the full extent that any Applicable Regulation applies to any aspect of construction of the Project or any portion thereof, the Company for itself and any contractor or sub-contractor as agent of the Company covenants

and agrees to take or cause to be taken all such actions as are necessary to fully comply with such Applicable Regulation, and the Property and the Project and any portions thereof shall be subject all lawful regulatory inspections and to periodic inspections by the City at reasonable times with prior notice to the Company to determine compliance with the terms and conditions of this Agreement and the Company shall promptly perform or cause to be performed all such necessary acts as may be required by Applicable Regulations.

6. Company to Maintain Minimum Number of Jobs at Property. The parties to this Agreement acknowledge and agree that the Company in connection with the retail pharmacy business at 807 North Morley Street currently employs a total Eleven (11) permanent part time jobs (the “**Baseline Economic Activity**”). The Company hereby covenants with the City that for a period extending Four (4) years from the date the Project is substantially complete (the “**Project Period**”) as evidenced by the issuance by the City of an occupancy permit for the Project, the Company shall maintain at all such times at minimum the Baseline Economic Activity at the Property and the Project. The parties further acknowledge and agree that the foregoing covenant constitutes a material inducement to the City to enter into this Agreement and to make the reimbursement payments set forth in **paragraphs 2** and **4** of this Agreement and that in the event of failure of the Company to so maintain at least the Baseline Economic Activity during the Project Period, the City will incur material damages in amounts which are not readily ascertainable. Accordingly, in the event in any year during the term of this Agreement job generation and maintenance at the Project fails to meet or exceed the Baseline Economic Activity for at least Six (6) calendar months of any year during the Project Period the amount of the deficiency shall be set forth, but not more frequently than annually, in a written notice to the Company and, effective upon delivery of such notice, the Company shall pay to the City not later than Thirty (30) days following receipt of such notice as liquidated damages and not as a penalty the full amount of the reimbursement payments set forth in **paragraphs 2** and **4** of this Agreement and actually made by the City and upon such payment this Agreement shall terminate and neither party shall have any further obligation to the other party hereunder; *provided that* in the event of a sustained period of significant decline in the level of aggregate economic activity within the State of Missouri (as distinguished (a) from business or other decisions within the discretion or control of the Company; or (b) other external factors not related to decline in general economic activity) and only in such event, which results in a substantial reduction in the job generation and maintenance at the Project in any calendar year during the Project Period, the Company may request in a writing addressed to the Council of the City (the “**City Council**”) specifying and documenting the conditions which affect or result in the reduction of job generation and maintenance at the Project that, notwithstanding the Company’s failure to satisfy Baseline Economic Activity requirements set forth in this **paragraph 6**, the City waive or reduce the amount of applicable liquidated damages due and the City Council upon due consideration and a finding in its sole discretion that: (i) a sustained period of significant decline in the level of aggregate state-wide economic activity has occurred; (ii) that such decline has caused a substantial reduction in job generation and maintenance; and (iii) that such reduction is not due to business or other decisions within the discretion or control of the Company or other external factors not related to decline in economic activity, may waive or reduce such amount of applicable liquidated damages due and in each such case this Agreement shall continue in full force and effect.

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

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

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

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

If to the Company: Hils Family, LLC
c/o Jared and Ann Hils
907 North Morley Street
Moberly, Missouri 65270

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

9. **Term of Agreement; Assignment.** Unless earlier terminated in accordance with **paragraph 6** of this Agreement, this Agreement shall remain in full force and effect from the Effective Date until last day of the Project Period. This Agreement shall not be assignable by any party without prior written consent of the other party.

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

11. **No Waiver of Sovereign Immunity.** Nothing in this Agreement shall constitute or be deemed to be a waiver by the City of the City's sovereign immunity.

12. No Third Party Beneficiaries. This Agreement is not intended to and shall not create any rights enforceable by any third party.

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

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

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

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

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

18. Execution; Counterparts. Each person executing this Agreement in a representative capacity warrants and represents that he or she has authority to do so, and upon request by the other party, proof of such authority will be furnished to the requesting party. This Agreement may be executed at different times and in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and the same instrument, binding on the parties

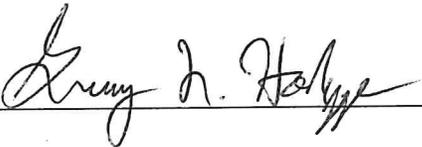
hereto, notwithstanding that both parties may not have executed the same counterpart. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.

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

HILS FAMILY, LLC

By: 
Printed name: Jared Hils
Its: _____

ATTEST:

By: 

THE CITY OF MOBERLY

By: _____
Jerry Jeffrey, Mayor

ATTEST:

D. K. Galloway, CMC/MRCC, City Clerk

EXHIBIT A

**PROJECT SITE PLAN
G-P&Z**



CITY OF MOBERLY

Planning & Zoning Review

PROJECT:
Hills Pharmacy
800-820-N. Morley
Moberly, Missouri 65270

LEGAL DESCRIPTION:
LOT 10, 11 & 12, 13 & 14, 15 & 16, 17 & 18, 19 & 20, 21 & 22, 23 & 24, 25 & 26, 27 & 28, 29 & 30, 31 & 32, 33 & 34, 35 & 36, 37 & 38, 39 & 40, 41 & 42, 43 & 44, 45 & 46, 47 & 48, 49 & 50, 51 & 52, 53 & 54, 55 & 56, 57 & 58, 59 & 60, 61 & 62, 63 & 64, 65 & 66, 67 & 68, 69 & 70, 71 & 72, 73 & 74, 75 & 76, 77 & 78, 79 & 80, 81 & 82, 83 & 84, 85 & 86, 87 & 88, 89 & 90, 91 & 92, 93 & 94, 95 & 96, 97 & 98, 99 & 100, 101 & 102, 103 & 104, 105 & 106, 107 & 108, 109 & 110, 111 & 112, 113 & 114, 115 & 116, 117 & 118, 119 & 120, 121 & 122, 123 & 124, 125 & 126, 127 & 128, 129 & 130, 131 & 132, 133 & 134, 135 & 136, 137 & 138, 139 & 140, 141 & 142, 143 & 144, 145 & 146, 147 & 148, 149 & 150, 151 & 152, 153 & 154, 155 & 156, 157 & 158, 159 & 160, 161 & 162, 163 & 164, 165 & 166, 167 & 168, 169 & 170, 171 & 172, 173 & 174, 175 & 176, 177 & 178, 179 & 180, 181 & 182, 183 & 184, 185 & 186, 187 & 188, 189 & 190, 191 & 192, 193 & 194, 195 & 196, 197 & 198, 199 & 200, 201 & 202, 203 & 204, 205 & 206, 207 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1869 & 1870, 1871 & 1872, 1873 & 1874, 1875 & 1876, 1877 & 1878, 1879 & 1880, 1881 & 1882, 1883 & 1884, 1885 & 1886, 1887 & 1888, 1889 & 1890, 1891 & 189

City of Moberly City Council Agenda Summary

Agenda Number: #3.
 Department: Administration
 Date: November 2, 2020

Agenda Item: A Resolution Approving A Social Media Policy For Inclusion In The City Of Moberly Personnel Manual.

Summary: The City uses various social media platforms to interact with the public. Federal law has developed over time which dictates certain limitations on our use of social media. The primary objective of this policy is to protect the city from liability for unlawful activities and to give employees information about the consequences of abusing social media.

Recommended

Action: Approve this resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION APPROVING A SOCIAL MEDIA POLICY FOR INCLUSION IN THE CITY OF MOBERLY PERSONNEL MANUAL.

WHEREAS, the City uses various social media platforms to interact with the public; and

WHEREAS, federal law has developed which dictates certain limitations on the use of social media; and

WHEREAS, attached hereto is an updated social media policy which should protect the City from liability and give employees information about the consequences of abusing social media.

NOW, THEREFORE, it is hereby **RESOLVED** by the Moberly City Council that the attached Social Media Policy is approved and is hereby included in the City of Moberly Personnel Manual.

RESOLVED this 2nd day of November, 2020, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Deputy City Clerk

APPENDIX A
CITY OF MOBERLY
SOCIAL MEDIA POLICY

I. PURPOSE

The CITY OF MOBERLY (City) uses social media broadcasting platforms to further amplify the city’s mission statement to enhance city services and quality of life in Moberly. The social media policy is designed to announce legal standards created by local, state, and federal law on the usage of social media when doing business with the CITY OF MOBERLY. All employees, elected officials, vendors and others doing business with the CITY OF MOBERLY, are hereby notified that unless authorized by the state legislature, Congress, or local, state, and federal court rulings, all civil and criminal laws regarding speech, privacy, discrimination, and other issues apply to your use of social media platforms. Additionally, we encourage all employees, elected officials, vendors, and other third parties doing business with CITY OF MOBERLY to read the terms of service of the specific social media platform they are using to communicate with the city.

CITY OF MOBERLY employees should know that public employment means there are certain limitations on freedom of speech. Government employers enjoy considerable discretion to manage their operations and the First Amendment does not require a public office to be run as a roundtable for employee internal complaints and gripes. This policy is clearly drafted and rooted in local, state, and federal law, not subjectivity. The ultimate purpose of this policy is to educate employees, elected officials, vendors and any other third-party using CITY OF MOBERLY equipment and personal devices for city business.

**Announcing Inherent Risks Of Using Official CITY OF MOBERLY
Social Media Sites and Third-Party Sites**

Despite using state of the art Internet and other security technology, The CITY OF MOBERLY cannot guarantee with one hundred (100%) assurance the security of your work-related or personal data on sponsored and non-sponsored social media platforms when you access, post, tweet, upload or engage in any way with the CITY OF MOBERLY.

Defining Your Role As A Social Media Broadcaster and Publisher

The U.S. Supreme Court and lower courts classify social media as a “high liability” medium that can reach millions and possibly billions of people; therefore, you have a higher duty of care broadcasting or publishing content on Social Media Platforms or the Internet in general, and especially conducting official business with the CITY OF MOBERLY.

Legal Authority: *See U.S. Supreme Court Cases Establishing Your Duty Of Care To Recognize The Enormous Power Of Social Media Platforms: Packingham v. Missouri 137 S.Ct. 1730 (2017), Riley v. California 134 S.Ct. 2473 (2014) CITY of Ontario, California v. Quon 560 U.S. 746 (2010)*

II. POLCY DRAFTING INTENT

It is the intent of this policy to put all CITY OF MOBERLY employees, elected officials, vendors and other third parties doing business with the city on notice that social media is not a lawless electronic platform. All CITY OF MOBERLY employees, elected officials, vendors, and other third parties doing business with the city are expected to follow all local, state, and federal laws regarding social media speech and privacy.

Additionally, it is the intent of the CITY OF MOBERLY to avoid vague or overbroad policy language, especially regarding prior restraint on speech issues, general First Amendment issues, privacy issues copyright issues and other social media legal issues. This goal is accomplished by using precise policy language that replicates U.S. Supreme Court rulings, federal rulings and statutes, state court rulings and statutes, and local laws.

Although ethical conduct is very important for all CITY OF MOBERLY employees, appointed officials, vendors, volunteers, and other third parties doing business with the CITY OF MOBERLY, the core of CITY OF MOBERLY’s social media policy is built on current laws and court rulings, not ethics or subjective intent. The primary goal of this policy is to balance a desire by the CITY OF MOBERLY to achieve an open, engaging, and transparent government while simultaneously maintaining a strict adherence to follow all relevant local, state, federal laws, and court rulings regarding related social media issues.

Intent Regarding Violation Of This Policy

This social media policy operates to strike a balance between an employee’s right to speak as a citizen on issues of public concern and the CITY OF MOBERLY avoiding real harm that meaningfully impairs the efficiency of the CITY OF MOBERLY’s operations and services. This policy applies to both work content on official CITY OF MOBERLY social media sites and work content on personal social media sites and personal devices. It should be noted that your work content on your personal sites could fall under the public records act of Missouri.

Determination of violations of the CITY OF MOBERLY’s social media policy is not done in an arbitrary and subjective manner. The social media policy itself does not create a separate judicial or oversight system. Like the determination of other policy violations, social media policy violations are based on pre-existing administrative and local, state, and federal laws. A determination that the city’s speech policies have been violated are based on the form, content, and context of a given statement, and an assessment of real, not conjectural harm to the efficiency of the workplace. Once a factual determination has been made that there is a violation of the CITY OF MOBERLY’s social media policy, the evidence is examined considering clearly established CITY OF MOBERLY discipline and termination procedures.

More On Policy Intent

It is the intent of this social media policy to clearly communicate to all CITY OF MOBERLY employees, elected officials, vendors, other third parties doing business with the city, that there are certain categories of speech that aren’t protected under the First Amendment. That includes defamation, obscenity, fighting words, true threats, child pornography, crimes involving speech, internal speech that courts do not adjudicate as matters of public concern (personal grievances or grips), and diminished protection for commercial speech. The CITY OF MOBERLY’s intent in sponsoring certain social media platform, apps, and related social media accounts is for business purposes only. The intent of this policy is not to chill Internet speech or opinions, but to deliver legally acceptable content that promotes our original mission statement which is to enhance public safety and quality of life, in partnership with all the people in our City

Of Moberly.

It is never the intent of the CITY OF MOBERLY to block social media users from gaining access to CITY OF MOBERLY public record information. However, there may be situations where confidential data (i.e. health, pensions, employee personal information) falls out of the orbit of state and federal public records law and is non-accessible to the public on a website or city social media page. Additionally, there may be a social media page that CITY OF MOBERLY designates as a limited public forum which limits the topics that can be discussed on the page. Unless the content is off-topic, prohibited by state and federal law or the platform terms of service, the City Of Moberly does not delete, block, or regulate the content of a person’s opinion based on his or her viewpoint.. It only formulates rules and procedures to ensure that users are stating opinions related to the specific topic of the designated social media forum or other digital platform.

In addition to social media content that doesn’t relate to a pre-designated topic in a limited public forum, the CITY OF MOBERLY only deletes or blocks social media content that is determined by clearly established law that the content is not protected First Amendment speech. There may be times a social media page is designated as a one-way City of Moberly communication medium. This page is classified as one-way communication under the Government Speech Doctrine.

Regarding, social media sponsored pages at work, it is the intention of this policy to clarify the issue of transmitting and receiving CITY OF MOBERLY work-related content on personal devices. All local, state and federal laws and relevant court rulings regarding CITY OF MOBERLY social media content attaches to personal devices. Social Media users are hereby notified that no special rights or exemptions are created by using your personal device to transmit or receive content from a CITY OF MOBERLY social media page or other city sponsored digital media. Courts often determine liability based on your social media content, not the location and device ownership issues. All social media content on your personal devices could be adjudicated by courts as a public record that can be disseminated to the public or discoverable under state and federal laws.

Additionally, it is the intent of the CITY OF MOBERLY to adhere to the “Terms Of Service” enunciated by each social media platform (i.e. Facebook, Twitter, Instagram, YouTube). Therefore, users of CITY OF MOBERLY sponsored pages should read the “Terms of Service” of the platform.

Legal Authority: *See Pickering v. Board of Education* 391 U.S. 563, 568 (1968), *San Diego v. Roe*, 543 U.S. 77, 82, (2004), *Garcetti v. Ceballos*, 547 U.S. 410, 418 (2006), *Connick v. Myers*, 461 U.S. 138, 149 (1983), *Liverman v. City of Petersburg* 844 F.3d 400 (2016), *United States v. Nat’l Treasury Employees Union (NTEU)*, 513 U.S. 454 (1995). *Walker v. Sons of Confederate Veterans*, 135 S.Ct. 2239 (2015). *Packingham v. North Carolina* 137 S. Ct. 1730 (2017), *Matal v. Tam* 582 _U.S. (2017), *Widmar v. Vincent* 454 U.S. 263 (1981)

III. DEFINITIONS

CITY OF MOBERLY User: A CITY OF MOBERLY employee, elected official, city appointed person, volunteer, vendor, or other third party doing official business with the city has been authorized by the CITY OF MOBERLY to create, send, receive CITY OF MOBERLY content on internal servers, sponsored CITY OF MOBERLY social media pages, and outside social media platforms approved by the CITY OF MOBERLY. Persons or entities may be deemed CITY OF MOBERLY Users regardless of whether they transacted or performed on CITY OF MOBERLY-issued device or personal devices.

Approval of Social Media Sites: All City of Moberly sponsored social media sites shall be (1) approved by the CITY OF MOBERLY; (2) published using approved City social media platforms and tools; and (3)

administered and monitored by city. Designees can be any department employee or city approved person.

Official Site Identification. Each CITY OF MOBERLY social media site shall include an introductory statement that clearly identifies the site as an official site of the CITY OF MOBERLY. Where possible, social media sites are to link back to the official city website for forms, documents, and other information or correspondence. All city social media sites shall clearly indicate they are maintained by the city and shall have City of Moberly contact information prominently displayed.

Web Developer/Social Media Coordinator: An authorized CITY OF MOBERLY representative who is responsible for designing city websites and all social media communications. For instance, posting official social media communications and responding to social media inquiries.

CITY OF MOBERLY Social Media Policy Team: This is a designated group appointed by the CITY OF MOBERLY that exchanges ideas regarding social media policies and procedures.

CITY OF MOBERLY Social Media and Related Technology means various forms of discussion and information sharing platforms, including but not limited to, social networks, blogs, apps, video sharing, podcasts, wikis, message boards, text messaging, live streaming, and other online city digital media communications. Examples of related technology include e-mail, instant messaging, texting, Facebook, Twitter, Instagram, Pinterest, Snapchat, YouTube, Flickr, LinkedIn, Periscope, and other emerging electronic platforms. This term also includes City of Moberly communicative or recording devices capable of or enabling sharing to social networks such as drones, wearable technology, mobile phones, Google Glass, GoPro, and other smart devices.

CITY OF MOBERLY Social Media Account: This means an approved social media account created or initiated by the CITY OF MOBERLY for employees, appointed officials, elected officials, volunteers and vendors.

Terms of Service: Social Media platform rules by which a user agrees to follow when using that particular social media network (i.e. Facebook, Twitter)

CITY OF MOBERLY Approved Social Media Content means those City of Moberly communications or expressions for which the CITY OF MOBERLY has given permission for employees or appointed officials to use.

Spam: The abuse of electronic messaging systems (including most broadcast media, digital delivery system) to send unsolicited bulk messages indiscriminately. While the most widely recognized form of spam is e-mail spam, the term is applied to similar abuses in other media: instant messaging spam, Usenet newsgroups spam, Web search engine spam, spam in blogs, wiki spam, online classified ads spam, mobile phone messaging spam, internet forum spam, junk fax transmissions, social networking spam, and file sharing network spam.

Social Media Site Moderator and Creator of Content: A social media site creator who wishes to create a social media site shall make a request to a CITY OF MOBERLY designated official.

IV. APPLICABILITY

This Policy applies to all CITY OF MOBERLY employees, elected officials, volunteers, appointed officials, consultants, service providers, contractors, interns, and any other CITY OF MOBERLY Users who utilize CITY OF MOBERLY Social Media and Technology or conduct city business via their personal device.

V. POLICY

A. GENERALLY - Assume that All Posts, Tweets, Other Electronic Content That Relate to CITY OF MOBERLY Business or Your Employment Duties are Going to be Read by a Judge or Jury. Additionally, They May Be Potentially Hacked or Viewed By A Friend, or Friend of Friend, And Can Be Captured By An Authorized User Taking A Screenshot.

Sponsored Social Media Pages From Your Work-Issued Or Personal Devices

It is the express desire of the CITY OF MOBERLY to stay out of your personal lives with non-work-related content utilizing your own technological devices. However, under certain circumstances, even personal expressions on personal devices about other persons affiliated in any way with the CITY OF MOBERLY, may cause tremendous challenges in the workplace—perhaps exposing you and/or the CITY OF MOBERLY to costly liability. More specifically, relevant work-related content on your personal devices may be classified as a public record or discoverable as part of a civil or criminal case.

Therefore, you assume the risk of inherent technological defects in using third party platforms on your work and personal devices. It is your responsibility to read the “Terms of Service” prior to using a third-party platform. Additionally, this caution also applies to utilization of public or open Wi-Fi networks, Bluetooth technology, or other less secure methods of data dissemination.

General Missouri Discovery Rule: 56.01

B. PRIVACY: AUTHORIZATION – All Local, State, and Federal Privacy Rights Apply To Using Social Media, You Do Not Have Expansive Or Exclusive Privacy Rights Using CITY OF MOBERLY Sponsored or Non-Sponsored Social Media Platforms. You May Have Personal Liability Exposure Under 42 U.S.C.S. 1983 And Tort Law. When Using Social Media, You Have A Diminished Expectation Of Privacy Due To Hacking, Human Error, Malware, and the Broad Scope of the Missouri Public Record and Open Meetings Law.

Regarding the privacy of CITY OF MOBERLY data, all employees, elected officials, vendors or any other third party doing business with the CITY OF MOBERLY must receive written authorization from a designated CITY OF MOBERLY official prior to creating, editing, deleting or materially make changes on CITY OF MOBERLY sponsored social media pages from your work or personal device.

Both the CITY OF MOBERLY owned equipment and your personal devices must be compatible with CITY OF MOBERLY technology and existing IT architecture to ensure industry level privacy safety in data extraction, encryption, installing applications, synchronization of data, and using internal and external software and hardware. It is also important that you read the “Terms Of Service” language in a specific platform regarding privacy issues.

CITY OF MOBERLY passwords, usernames, profiles, credentials, Social Media Accounts and administrative identifications on your city or personal devices are the property of CITY OF MOBERLY. They do not create special or personal expectations or zones of privacy. This especially holds true in the event of a CITY OF MOBERLY audit, pending public records request, court orders relating to pending or threatened litigation, or in the enforcement of this policy. Notwithstanding the preceding, the CITY OF MOBERLY does provide certain reasonable security for specific CITY OF MOBERLY Social Media and Technology in accordance with Missouri and federal laws. But, even with the city’s reasonable attempt to securitize all city sponsored digital media, no system or countermeasures to social media intrusions can be guaranteed to work in all circumstances. Accordingly, you must immediately report any suspicious activity or access attempts made by third parties or unauthorized persons or entities to your supervisor and other CITY OF MOBERLY designee who oversees social media and other digital media.

MISSOURI DATA BREACH STATUTE: § 407.1500 RSMO,
COMPUTER FRAUD AND ABUSE ACT 18 U.S.C. § 1030

C. SOCIAL MEDIA PUBLIC RECORDS AND OPEN MEETINGS – If You Conduct CITY OF MOBERLY Business on City Social Media Sponsored Accounts Via Your Work or Personal Devices Or Using A Third Party Storage (Cloud) Service, You Are Hereby Notified That Access To Social Media And Other Digital Media Content Is Governed By The Missouri Public Records Act 610.010.6(6) And Open Meeting Laws 610.01. In The Event Of A Public Record Request, Discovery Request In A Lawsuit, Or Repair Of Your Work Or Personal Device, You Should Always Notify A CITY OF MOBERLY Official or Authorized Designee That Possible Public Records May Exist On Your Personal Devices and Personal Social Media Accounts.

In accordance with the above, social media, text messages, email, and other digital media content may be subject to stringent CITY OF MOBERLY and Missouri public records retention and production policies. This means that you must not delete, block, or unsubscribe certain names and other contact information. The unauthorized deletion of public records and blocking third parties from your social media account may result in municipal liability and/or personal liability as well as evidentiary spoliation claims (destruction of evidence) which may jeopardize your ability or the CITY OF MOBERLY’s ability to defend itself properly in legal proceedings.

Upon separation of employment, termination, resignation, retirement, or other cessation of any affiliation with the CITY OF MOBERLY, you agree to provide all work-related content on CITY OF MOBERLY issued devices, personal devices, personal social media accounts, apps or other third party platforms for a determination by CITY OF MOBERLY officials as to whether the content is classified as public records or confidential records under Missouri law. If in doubt, you must verify with the appropriate CITY OF MOBERLY official as to whether a record is classified as a public record or confidential.

D. CITY OF MOBERLY OWNERSHIP OF DATA – The CITY OF MOBERLY Owns All City Work-Related Data, Logos, Photographs, and Other Items Posted or Displayed on CITY OF MOBERLY Social Media Accounts. The Fact That Your Personal Devices or Personal Social Media Pages Contain CITY OF MOBERLY Owned Data Does Not Change The CITY OF MOBERLY’s Legal Right To Claim Ownership To That Content.

Additionally, CITY OF MOBERLY contractors, especially cloud storage vendors doing business must expressly agree to adhere to Missouri retention and other public record laws notwithstanding if the CITY OF MOBERLY is presently using the service or terminates the service. *Missouri Public Records Act Mo. Rev. Stat § 610.010.6(6).*

City of San Diego v. Roe, 543 U.S. 77, 82 (2004), Copyright Act of 1976, which provides the basic framework for the current copyright law, was enacted on October 19, 1976, as Pub. L. No. 94-553, 90 Stat. 2541

E. PROHIBITED SPEECH, EXPRESSION, AND CONDUCT – Social Media Only Amplifies CITY OF MOBERLY Communications. It Does Not Expand or Contract Existing Speech Laws Under The First Amendment Of The U.S. Constitution and State Constitution Free Speech Laws.

You are hereby notified that local, state, and federal laws, and recent court rulings place certain limitations on the scope of your social media speech. All employees should know that if your workplace speech on social media isn’t determined by the courts to be considered “of public concern”, but rather “gripes” or grievances or internal issues relating to the CITY OF MOBERLY, courts won’t recognize this speech as protected speech under the First Amendment.

The CITY OF MOBERLY adheres to the U.S. Supreme Court and lower court rulings on First Amendment protected speech which are decided on a case by case basis. The cases include a balancing test (that has been modified over the years) between speech that is considered protected public concern speech and speech that is either not public concern speech or speech that does qualify as public concern speech, but the public concern speech is outweighed by the need of a public employer to maintain the efficiency and fluid operations of the department. The CITY OF MOBERLY clearly understands and takes very seriously a determination that certain unprotected speech materially, not conjecturally, impairs the efficiency of CITY OF MOBERLY operations.

CITY OF MOBERLY employees, elected officials, vendors, and all other third parties doing business with the city are hereby notified that the speech below has been found to cause a real, not conjectural, adverse impact on a city’s operational fluidity, and the public’s health, safety, and welfare:

- 1) Speech that is categorized as workplace grievances or internal speech is often not considered “of public concern” speech and may not receive protected speech classification by the courts under today’s First Amendment public sector analysis.
- 2) Speech that is libelous or slanderous (i.e. video, pictures, words, hashtags, memes that may be considered libel by implication).

- 3) Speech that is harassing (creates a hostile environment, cyber-harassment, cyber-stalking), or discriminatory based on race, gender, religion, national origin, sexual orientation, disability, or age and violates state and federal civil rights acts and other laws. Harassing speech may also include persistent communications regarding CITY OF MOBERLY employees, appointed officials, elected officials, volunteers, vendors, and other third parties doing business with the CITY OF MOBERLY. Additionally, CITY OF MOBERLY users should be aware that courts view harassing statements on social media as inherently severe (your potentially reaching millions of people) and pervasive (the comments are permanent digital footprints on the digital landscape).
- 4) Speech that is obscene which generally requires that: a) the average person, applying contemporary City Of Moberly community standards would find that the speech taken as a whole, appeals to the prurient interest; b) the speech depicts or describes, in a patently offensive way, sexual conduct or excretory functions specifically defined by applicable state law; and c) whether the speech, taken as a whole, lacks serious literary, artistic, political, or scientific value. *Miller v. California* 413 U.S. 15 (1973)
- 5) Speech that constitutes fighting words that present an imminent harm *See Chaplinsky v. New Hampshire* 315 U.S. 568 (1942)
- 6) Speech that constitutes true threats. *See Elonis v. United States* 575 U.S. _ (2015), 18 U.S.C. § 875(c)
- 7) Speech that is classified as extortion. Missouri Revised Statutes Section [566.200](#), (Blackmail, Coercion, Revenge Porn)
- 8) Speech that violates Missouri's and federal privacy laws. *See Financial Privacy*: 362.422 RSMo Invasion of Privacy: 565.252 and 565.253 RSMo, Tampering With A Computer: 569.095 to 569.099 RSMo, Identity Theft: 570.223, Unsolicited E-Mail: 407.1135 to 407.1141 RSMo, Health Records: 167.183 RSMo.

Federal Statutes: Electronic Communication Privacy Act (ECPA) [1986] Computer Fraud & Abuse Act (CFAA) [1986], Children's Online Privacy Protection Act (COPPA) [1998] collecting, using, or disclosing personal information from minors under the age of 13, Controlling the Assault of Non-Solicited Pornography and Marketing Act (CAN-SPAM Act) [2003], Health Insurance Portability and Accountability Act: Public Law 104-191, Electronic Surveillance 18 U.S.C. § 2510, 18 U.S. Code § 2261A.
- 9) Speech that constitutes cyberstalking.: Cyber-stalking is using text-messaging, emails, or other online means in a way that causes the victims to reasonably feel frightened for their safety or the safety of their family or housemates. Defendants can be convicted of violating *Federal Cyberstalking*: 8 U.S.C. 875(c), *Missouri Statute*: 565.090
- 10) Speech in violation of any copyright, trademark, or trade secret federal or Missouri law. *U.S. Constitution Article I Section 8. Clause 8, U.S. Copyright Law: U.S. Code Title 17, U.S. Trademark Law: 15 U.S. Code Chapter 22, Digital Millennium Copyright Act: Public Law 105- 304, 112 Stat. 2860 (1998), Missouri Trademark Act: Chapter 417*
- 11) Blocking First Amendment Speech On Social Media Platforms: *U.S. Constitution First Amendment, Knight First Amendment Institute v. Donald J. Trump, President Of The United*

States, U.S. 2nd Circuit Court of Appeals, 18-1691(2018)

- 12) Any other unprotected speech under U.S. Supreme Court, lower court rulings and state laws.
- 13) Violations of The Terms Of Service on a specific platform regarding speech.

All CITY OF MOBERLY sponsored social media accounts and content represent the speech, opinions, and viewpoints of the CITY OF MOBERLY. Accordingly, the CITY OF MOBERLY shall exercise editorial control over the content and viewpoint of any speech or city social media and technology within the parameters of the government speech doctrine and all local, state, and federal laws. The government speech doctrine preference and protection are separate from speech protections afforded by the First Amendment. *See Walker v. Texas Division, Sons Of Confederate Veterans Inc., 576 US _ (2015)*

F. DUTY TO REPORT PROHIBITED OR UNAUTHORIZED SPEECH; FORWARDING LIABILITY – You Must Immediately Report Possible Violations of this Policy and Unauthorized CITY OF MOBERLY Speech to Avoid Potential Liability To The CITY OF MOBERLY.

You shall not forward or retweet any prohibited or unprotected communications except to report the content in question to an authorized city official or his or her designee, The unauthorized forwarding of any City communications referenced herein may expose the CITY OF MOBERLY and you to professional and personal liability under Missouri and federal law.(i.e. receiving libelous content and then making material edits to the content before forwarding or re-tweeting it could expose you to republication liability.

G. VIOLATIONS; SANCTIONS; APPEAL PROCESS AND PROCEDURES – This Policy Will Be Enforced by the CITY OF MOBERLY, and You Will Be Given a Meaningful Opportunity to Appeal Determinations that You Violated this Policy and Any Disciplinary Actions Imposed. This Process is Outlined Below and is a Recognized Form of Post-Deprivation Due Process.

This social media policy does not create a separate disciplinary and termination system. Violations of this Policy are subject to CITY OF MOBERLY separations and disciplinary actions as provided in Section IX of the city Personnel Policies and Procedures Manual (current edition).

H. TEXT MESSAGES — The U.S. Supreme Court Has Ruled That An Organization Can Conduct A Search Of Text Messages On Work-Issued Phones Where There Is A Legitimate Work- Related Purpose and The Search Was Not Excessive In Scope. Also, Courts Are More Inclined To Rule That Relevant Work-Related or Public Records Created On Personal Social Media Accounts And Personal Devices Can Be Part Of An Employer Investigation.

Text messages are convenient, but they may be misconstrued due to misspelling or problems with the auto-correct. Additionally, they may be the subject of public records requests, administrative investigations, and discovery in legal proceedings. Text messages are often transitory and may not relate to CITY OF MOBERLY business; however, you must be cautioned that you are responsible for ensuring that the city is able to retrieve and retain all business related text messages on work and personal devices.

Missouri Public Records Mo. Rev. Stat. § 610.010.6(6), Ontario v. Quon 560 U.S. 746 (2010), Electronic Communications Privacy Act (18 U.S.C. § 2510 et seq.), Telephone Consumer Protection Act, 47 U.S.C. § 227

I. UNAUTHORIZED ENDORSEMENTS OF PRODUCTS, THIRD PARTY ONLINE INFLUENCERS, ADVERTISEMENTS, SPONSORSHIPS, SOLICITATIONS OF FUNDS FOR NON-MUNICIPAL SERVICES, GIFTS, RECEIVING PRIZES OR GIFTS FROM ONLINE GAMES, CONTESTS, SWEEPSTAKES

The CITY OF MOBERLY does not allow any advertising that promotes the sale of any city product or services without authorization from a CITY OF MOBERLY designated official. Without official authorization, the CITY OF MOBERLY does not endorse, sponsor, or approve any online lottery, contest, video or online game, app, blog, third party influencers, or any other commercial enterprise or person that offers prizes or benefits. Additionally, the CITY OF MOBERLY prohibits any solicitation of funds on their Sponsored Social Media Sites for non-municipal purposes that includes but is not limited to promoting a specific product, endorsement of a political candidate, religion, race, national origin, sex, age or any other group that is for non-municipal purposes

J. RECORDING – You Must Be Aware of Potential Conflicts, Ethics Violations, and Violations Of State and Federal Law When Recording Without The Proper Consent.

All employees, appointed officials, vendors, volunteers, and other third parties doing business with the CITY OF MOBERLY need to clearly understand that as more sophisticated social media platforms, wearable technology, Internet of Things, and other portable recording devices emerge, you have a higher duty of care to be familiar with Missouri recording laws.

Missouri's wiretapping law is a "one party consent" law. Missouri makes it a crime to intercept or record any "wire, oral, or electronic unless one party consents to recording the conversation: Mo. Rev. Stat. § 542.402.2.

K. WEBSITE LINKS, PHISHING, AND REDIRECTION – Be Cautious with Links and Shares That May Redirect You to Offensive or Malicious Content and Applications. Report Any Suspicious Items Immediately.

You are hereby notified that CITY OF MOBERLY Social Media Accounts and CITY OF MOBERLY Social Media and Technology may contain links, shortcuts, applications, and other items that may redirect you or the public to sites that are stealing your data and offensive or malicious content and applications. You should notify the city immediately if you encounter this problem.

L. CREATING, EDITING, DELETING, BLOCKING, AND PUBLISHING ON A CITY OF MOBERLY SOCIAL MEDIA ACCOUNT – To Publish, Post, Create, Edit, or Delete on CITY OF MOBERLY Social Media Accounts, You Must Be Authorized by the City To Do So.

The CITY OF MOBERLY does not delete or block messages indiscriminately. The city doesn't use blocking or deleting in a discriminatory manner or as punishment for political beliefs, viewpoints on certain issues, criticizing elected officials or employees, and as a tool to promote or any way show preference for one elected official or another. Only a Social Media Coordinator is authorized to delete or block messages. *Missouri Public Records Act § 610.010.6(6) and Open Meeting Laws: 610.010 to 610.200. Remove social media content according to the Governor of Missouri "Best Practices for Social Media Usage in Missouri" issued in 2012 and federal law. CAN-SPAM Act of 2003- Public Law 108–187, 15 U.S.C. Chapter 103, Missouri False Advertisement §407.010 to 407.130, False Advertising: 407.020), U.S. Trademark Law: 15 U.S. Code Chapter 22, Missouri Trademark Act, RSMo 417.005 to 417.066, Off-Topic Speech In A Designated Limited Public Forum: Perry Ed. Assn. v. Perry Local Educators' Assn. 460 U.S. 37 (1983), Pleasant Grove City, Utah v. Sumnum, 129 S. Ct. 1125, 1132 (2009).*

San Diego v. Roe :: 543 U.S. 77 (2004, Missouri Public Records Act 610.010 6(6) and Open Meeting Act 610.01, *Knight First Amendment Institute v. Donald J. Trump, President Of The United States*, U.S. 2nd Circuit Court of Appeals, 18-1691-cv (2018)

M. PROCEDURE FOR DEVELOPING CITY OF MOBERLY SOCIAL MEDIA ACCOUNTS AND PROFILES-- If You or Your Department Would Like to Utilize CITY OF MOBERLY Social Media Accounts in Addition to Existing City Social Media Accounts, then Request Permission for Same.

Individual departments desiring to establish additional CITY OF MOBERLY Social Media Accounts must obtain approval from a CITY OF MOBERLY authorized designee.

SEVERABILITY; CONFLICTS

If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this Policy is declared unconstitutional by valid final judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part of this policy. Should this policy conflict with CITY OF MOBERLY city ordinances or parts thereof, then those provisions shall apply, but only to the extent that it does not conflict with CITY OF MOBERLY ordinances.

VI. DISCLAIMER; NON-WAIVER

The CITY OF MOBERLY disclaims all liability and shall not be responsible for any effect, injury, damage, claim, action, or demand to the fullest extent permissible under law relating to or arising from a post or submission to a social media site, application, or other external web service by any member of the public, the city’s removal of or failure to remove a post or submission by a member of the public, the city’s failure to follow or enforce this policy in every circumstance, or any other matter related to this policy. The city further disclaims all liability and shall not be responsible for third party content or expression that are posted by CITY OF MOBERLY social media users that are not acting during business with the CITY OF MOBERLY as outlined in this policy.

Failure to comply with this [policy or any portion thereof by the CITY OF MOBERLY shall not create any expectation or interest in any private, public, or other right of action against the CITY OF MOBERLY, its elected or appointed officials, employees, personnel, or agents of the city.

By posting information, content, or any expressions to any CITY OF MOBERLY sponsored sites, applications, or web services, the CITY OF MOBERLY does not waive any legal right, protection, privilege, or immunity, including but not limited to, copyright, trademark, and/or sovereign immunity, and the CITY OF MOBERLY retains all rights to such information, content, or any expressions to the fullest extent permissible under federal and Missouri law.

VII. EFFECTIVE DATE

Effective _____, 2020, the CITY OF MOBERLY shall implement this Policy, violation of which may result in disciplinary actions or sanctions as provided herein or as set forth in the CITY OF MOBERLY Personnel Policies and Procedures Manual.

City of Moberly City Council Agenda Summary

Agenda Number: _____
Department: Administration
Date: November 2, 2020

Agenda Item: A Resolution Accepting A Grant Award From The U.S. Department Of Commerce In The Amount Of \$4,809,787 And Authorizing Execution Of The Financial Assistance Award.

Summary: The City of Moberly applied for and was awarded funding from the US Dept. of Commerce Economic Development Administration for public infrastructure improvements in the City of Moberly. The city received federal funds equaling \$4,809,787 with a local match of \$1,566,813. This makes a total investment of \$6,376,600 in public infrastructure in Moberly. These funds will go towards the following projects:

N. Morley Lift Station/Forcemain	Retrofit sewer lift station and extend sewer force main
Moberly Area Industrial Park/Plumrose	Loop Water Main
Sewer I and I Improvements and Streetscape	Sewer Repairs in Downtown to increase sewer capacity
Regional Detention Basin	Stormwater Detention Project
Combined Sewer Infrastructure - Downtown	Storm Water Detention project
Plumrose Pressure Improvement	Replace Key Water Mains (Sturgeon, Rollins)

The local match will be paid from the utility fund and Downtown CID using the NID financing which was approved in September of 2020. This financing was through Regional Missouri Bank for \$1,700,000 for 17 years at 3.05%. Below is a breakdown of the yearly expense from each fund to pay back the NID financing package from each fund for the local match of the project:

DOWNTOWN CID	Year 1 - 17	\$9,000		\$153,000
UTILITY FUND	Year 1- 17	\$121,000	\$	\$2,057,000
	Total Payments	\$130,000		\$2,210,000

Recommended

Action: Approve this resolution

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION ACCEPTING A GRANT AWARD FROM THE U.S. DEPARTMENT OF COMMERCE IN THE AMOUNT OF \$4,809,787 AND AUTHORIZING EXECUTION OF THE FINANCIAL ASSISTANCE AWARD.

WHEREAS, on Wednesday, October 14, 2020, the Economic Development Administration of the U.S. Department of Commerce (“EDA”) announced a grant award to the City of Moberly in the amount of \$4,809,787.00 to fund public infrastructure improvements in Moberly, Missouri; and

WHEREAS, the City is required to execute a Financial Assistance Award, attached hereto, indicating agreement to the terms and conditions of the award; and

WHEREAS, the Financial Assistance Award is to be executed by the Mayor of the City of Moberly and returned to the EDA by November 13, 2020.

NOW, THEREFORE, BE IT RESOLVED this 2nd day of November, 2020, by the City of Moberly, Missouri, that the EDA grant award is accepted; and

BE IT FURTHER RESOLVED, that the Mayor of Moberly, Missouri is hereby authorized to execute and submit the Financial Assistance Award on behalf of the City and take such other and further actions as may be necessary to successfully obtain the grant funds.

Presiding Officer

DATE: _____

ATTEST: _____
Deputy City Clerk

FINANCIAL ASSISTANCE AWARD

FEDERAL AWARD ID NUMBER
05-79-06034 URI:114721

RECIPIENT NAME
City of Moberly

PERIOD OF PERFORMANCE
September 28, 2020 - March 27, 2025

STREET ADDRESS
101 West Reed

FEDERAL SHARE OF COST
\$ **4,809,787**

CITY, STATE, ZIP CODE
Moberly, MO 65270

RECIPIENT SHARE OF COST
\$ **1,566,813**

AUTHORITY
Public Works and Economic Development Act of 1965, as amended (42 U.S.C.

TOTAL ESTIMATED COST
\$ **6,376,600**

CFDA NO. AND NAME
11.307 Economic Adjustment Assistance 2019 Disaster Supplemental Funding

PROJECT TITLE
Infrastructure Improvements

This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.

- DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS
- R & D AWARD
- FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE
- SPECIFIC AWARD CONDITIONS
- LINE ITEM BUDGET
- 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101
- 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES
- MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIFIC AWARD CONDITION.
- OTHER(S): EDA Construction Standard Terms and Conditions - effective 2-12-2016; and

Compliance with EDA Disaster Assistance Program Requirements: "Fraud Awareness Training"

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

Angela B. Martinez, Regional Director

ANGELA MARTINEZ

Digitally signed by
ANGELA MARTINEZ

DATE

September 28, 2020

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

Jerry Jeffrey, Mayor

DATE

SPECIFIC AWARD CONDITIONS
U.S. DEPARTMENT OF COMMERCE
Economic Development Administration (EDA)

DISASTER CONSTRUCTION PROJECTS: Economic Adjustment Assistance Program as authorized by Sections 209 and 703 of the Public Works and Economic Development Act of 1965, as amended (42 U.S.C. §3121 et seq.) (PWEDA)

Project Title: Infrastructure Improvements	
Recipients Name: City of Moberly, MO	Project Number: 05-79-06034

1. This EDA Award supports the work described in the approved final scope of work, which is incorporated by reference into this Award, as the *Authorized Scope of Work*. All work on this project should be consistent with this *Authorized Scope of Work*, unless the Grants Officer has authorized a modification of the scope of work in writing through an amendment memorialized by a fully executed Form CD-451.

The *Authorized Scope of Work* for this project consists of upgrades and replacement of water and wastewater infrastructure. Six major items of work are included in the project scope:

- 1) Sturgeon and Rollins Streets water main replacement,
- 2) North Morley water main loop,
- 3) Morley pump station and force main improvements,
- 4) Downtown sewer rehabilitation,
- 5) Downtown combined sewer storage facility, and
- 6) Regional stormwater detention basin.

2. The Authorized Representative's name, title, address, and telephone number are:

Jerry Jeffrey City of Moberly 660-269-8705	Mayor 101 West Reed Moberly, MO 65270
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The Point of Contact's name, title, address, and telephone number are:

Brian Crane City of Moberly 660-269-8705 bcrane@cityofmoberly.com	City Manager 101 West Reed Moberly, MO 65270
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The Grants Officer is authorized to award, amend, suspend, and terminate financial assistance awards. The Grants Officer is:

Angela B. Martinez Regional Director 303-844-3909 AMartinez@eda.gov	Economic Development Administration 1244 Speer Boulevard, Suite 431 Denver, Colorado 80204
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The Federal Program Officer oversees the programmatic aspects of this Award. The Federal Program Officer is:

Cindy Edwards Area Director 303-844-5360 cedwards@eda.gov	Economic Development Administration 1244 Speer Boulevard, Suite 431 Denver, Colorado 80204
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The Project Officer is responsible for day-to-day administration and liaison with the Recipient and receives all reports and payment requests. The Project Officer is:

Vince Greener 303-844-4091 vgreener@eda.gov	Economic Development Administration 1244 Speer Boulevard, Suite 431 Denver, Colorado 80204
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3. ADDITIONAL INCLUDED DOCUMENTS:

In addition to the regulations, documents, or authorities incorporated by reference on the Financial Assistance Award form (Form CD-450) the following additional documents are included with and considered to be part of the Award’s terms and conditions:

- A Recipient’s final completed Application including subsequently submitted documents (this item not enclosed in this Award package);

Should there be a conflict between the above referenced documents and the Specific Award Conditions (this document), the Specific Award Conditions, including any attachments, shall prevail.

4. PROJECT DEVELOPMENT TIME SCHEDULE: The Recipient agrees to the following Project Development Time Schedule:

Item	Due Date
Date of Award	September 28, 2020
Return of executed <i>Financial Assistance Award</i> (Form CD-450)	no later than 30 calendar days after receipt of Form CD-450
Start of Construction no later than 24 Months from Date of Award	September 28, 2022
Construction Completed no later than 48 Months from Date of Award	September 28, 2024
Authorized Award End Date 54 Months from Date of Award	March 27, 2025
Submission of final reports, including <i>Federal Financial Report</i> (Form SF-425)	no later than 90 calendar days from the Authorized Award End Date

Project Closeout – All Project closeout documents, including any required program reports, shall be submitted to EDA not more than 90 calendar days after the date the Recipient accepts the completed project from the contractor(s).

The Recipient shall diligently pursue the development of the Project so as to ensure completion within this time schedule. Moreover, the Recipient shall promptly notify EDA in writing of any event that could substantially delay meeting any of the proscribed time limits for the Project as set forth above. The Recipient further acknowledges that failure to meet the Project Development Time Schedule may result in EDA’s taking action to terminate the Award in accordance with the regulations set forth at 2 C.F.R. §§ 200.338 through 200.342, as applicable.

5. PROJECT REPORTING AND FINANCIAL DISBURSEMENTS INSTRUCTIONS:

A. AWARD DISBURSEMENTS: Reimbursable basis only: EDA will make disbursements under this Award on a reimbursement basis only, based on actual costs. The “*Request for Reimbursement*” (Form SF-271) is used to request a disbursement, which shall be approved in writing by the Project Officer.

Please note that prior to the initial disbursement, Recipients must complete the Form SF-3881, “*ACH Vendor/Miscellaneous Payment Enrollment Form*” and submit it to NOAA’s Accounting Office, by FAX to 301-528-3675 (*FAX is required to secure confidentiality of sensitive information*). The form must be completed by the respective parties (EDA, Recipient Bank, and Recipient) at the start of each new award.

B. REPORTS:

a. *Project Progress Reports*: The Recipient shall submit project progress reports to the Project Officer on a quarterly basis for the periods ending **December 31, March 31, June 30, and September 30**, or any portion thereof until the final grant payment is made by EDA. Reports should be submitted using the approved EDA template, which will be provided by the Project Officer and discussed during the project kick-off meeting. Reports are due no later than 15 days following the end of the quarterly period.

b. *Financial Reports*: The Recipient shall submit a “*Federal Financial Report*” (Form SF-425) on a semi-annual basis for the periods ending **March 31 and September 30**, or any portion thereof, for the entire project period. Reports are due no later than 30 days following the end of the semiannual reporting period. Form SF-425 (and instructions for completing this form) is available at: <https://www.gsa.gov/portal/forms/download/149786>.

A final Form SF-425 must be submitted no more than 90 calendar days after the expiration date of the Award (e.g., the Award end date specified on the Form CD-450 or Form CD-451). Final Financial reports should follow the guidance outlined by the form instructions for submitting mid-term financial reports, but should ensure that all fields accurately reflect the total outlays for the entire project period, and that all matching and program income (if applicable) is fully reported. Final grant rate and determinations of final balances owed to the government will be determined by the

information on the final Form SF-425, so it is imperative that this final financial form is submitted in a timely and accurate manner.

- 6. **ALLOWABLE COSTS AND AUTHORIZED BUDGET:** Total allowable costs will be determined at the conclusion of the award period in accordance with the administrative authorities applicable pursuant to the *Financial Assistance Award* (Form CD-450), including the applicable requirements set forth in 2 C.F.R. part 200, after Final Financial Documents are submitted.

Except as otherwise expressly provided for within these Specific Award Conditions, the Investment Rate for the award (see 13 C.F.R. §§ 300.3 and 301.4) shall apply to allowable costs incurred by the Recipient in connection with the project. The Federal share in the allowable costs shall be based upon the Investment Rate (see 2 C.F.R. § 200.43). In the event of an underrun in total allowable costs for this project, the Federal share of allowable costs shall be determined by the Investment Rate established in the Form CD-450, or subsequently executed Form CD-451. The Federal Share of total allowable costs shall not exceed the dollar amount of the original Award and subsequent amendments, if any.

- A. Under the terms of the Award, the total approved authorized budget is:

Federal Share (EDA Amount)	\$4,809,787
Non-Federal Matching Share	\$1,566,813
Total Project Cost	\$6,376,600

- B. Under the terms of this Award, the total approved **Line Item Budget** is:

COST CLASSIFICATION	Proposed	Approved
Administrative and legal expenses	\$40,000	\$40,000
Land, structures, rights-of-way, etc.	\$21,000	\$21,000
Relocation expenses and payments	\$0	\$0
Architectural and engineering fees	\$521,558	\$521,558
Other architectural and engineering fees	\$95,283	\$93,038
Project inspection fees	\$1,498	\$0
Site work	\$0	\$0
Demolition and removal	\$10,000	\$0
Construction	\$5,412,855	\$5,422,555
Equipment	\$0	\$0
Contingencies	\$274,406	\$278,449
Total Project Costs	\$6,376,600	\$6,376,600

- 7. **MATCHING SHARE:** The Recipient agrees to provide the Recipient’s non-Federal Matching Share contribution for eligible project expenses in proportion to the Federal share requested for such project expenses. (See 13 C.F.R. § 300.3) The Recipient also certifies that, in accepting the Financial Assistance Award, the Recipient’s Matching Share of the project costs is committed and unencumbered, from authorized sources, and shall be available as needed for the project.

8. **REFUND CHECKS, INTEREST, OR UNUSED FUNDS:** Treasury has given EDA two options for having payments deposited to EDA’s account:

- i. The first one is Pay.Gov. This option allows the payee to pay EDA through the Internet. The payee will have the option to make a one-time payment or to set up an account to make regular payments.
- ii. The second option is Paper Check conversion. All checks must identify on their face the name of the DOC agency funding the award, award number, and no more than a two-word description to identify the reason for the refund or check. A copy of the check should be provided to the EDA Project Officer. This option allows the payee to send a check to NOAA’s Accounting Office, who processes EDA’s accounting functions at the following address:

U.S. Department of Commerce
National Oceanic and Atmospheric Administration
Finance Office, AOD, EDA Grants
20020 Century Boulevard, Germantown, MD 20874

The accounting staff will scan the checks in to an encrypted file and transfer to the Federal Reserve Bank, where the funds will be deposited in EDA’s account. While this process will not be an issue with most payees, there are occasionally issues for entities remitting funds to EDA via check. If you are remitting funds to EDA via check, please make note of the following:

- If a check is sent to EDA, it will be converted into an electronic funds transfer by copying the check and using the account information to electronically debit your account for the amount of the check. The debit from your account will usually occur within 24 hours and will appear on your regular account statement.
- EDA will not return your original check; the original will be destroyed and a copy will be maintained in our office. If the Electronic Funds Transfer (EFT) cannot be processed for technical reasons, the copy will be processed in place of the original check. If the EFT cannot be completed because of insufficient funds, EDA will charge you a one-time fee of \$25.00, which will be collected by EFT.

9. **CONSTRUCTION COMPLETION:** In keeping with prudent grants management policy, EDA construction projects must be completed within five (5) years from the date the Form CD-450 is signed by the Recipient accepting the Award. If construction is not completed by this date and the Grants Officer determines, after consultation with the Grant Recipient, that construction to completion cannot reasonably be expected to proceed promptly and expeditiously, the grant may be terminated. Extensions beyond the five-year project period are exceedingly rare and can only be authorized by the Assistant Secretary. Nothing in this paragraph is intended to alter the Project Development Time Schedule set forth in provision 4 above.

10. **GOALS FOR WOMEN AND MINORITIES IN CONSTRUCTION:** Department of Labor regulations set forth in 41 C.F.R. § 60-4 establishes goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of \$10,000. The Recipient shall comply with these regulations and shall obtain compliance with 41 C.F.R. § 60-4 from contractors and subcontractors employed in the completion of the Project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. § 60-4. The goal for the participation of women in each trade area shall be as follows: From April 1, 1981, until further notice: 6.9 percent.

All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, shall hereafter be incorporated by reference into these Specific Award Conditions.

Goals for minority participation shall be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The Recipient shall include the “*Standard Federal Equal Employment Opportunity Construction Contract Specifications*” (or cause them to be included, if appropriate) in all Federally-assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 C.F.R. § 60-4.6.

- 11. **PROCUREMENT:** The Recipient agrees that all procurement transactions shall be in accordance with the regulations at 2 C.F.R. §§200.317 through 200.326, as applicable.

- 12. **BUY AMERICAN:** Consistent with Executive Order 13858, *Strengthening Buy-American Preferences for Infrastructure Projects*,” the Recipient is encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or sub-award that is chargeable under this Award.

- 13. **ARCHITECT/ENGINEER AGREEMENT:** Prior to initial disbursement of funds by EDA, the Recipient must submit to the Government for approval, an Architect/Engineer Agreement that meets the requirements in the EDA’s “Summary of EDA Construction Standards,” as well as the competitive procurement standards of 2 C.F.R. part 200, as applicable. The fee for basic Architect/Engineer Services will be a lump sum or an agreed maximum, and no part of the fees for other services will be based on a cost-plus-a-percentage-of-cost or a cost using a multiplier.

- 14. **EVIDENCE OF GOOD TITLE:** Prior to the initial disbursement of funds by EDA, the Recipient shall provide opinion of counsel, satisfactory to EDA, that the Recipient has acquired good and marketable title to land, free of all encumbrances, as well as rights-of-way, long term leases, easements, state or local government permits or other items necessary for the completion of the project in accordance with 13 C.F.R. § 314.7.

- 15. **USEFUL LIFE:** The Estimated Useful Life of this project is hereby determined to be 20 years from the date of Award.

16. **HISTORICAL AND ARCHEOLOGICAL RESOURCES:** If during construction of the project, historical and archeological resources, including burial grounds and artifacts are discovered, the Recipient shall immediately stop construction in the area, contact the State Historic Preservation Officer (SHPO) and EDA and follow the SHPO’s instructions for the preservation of resources.
17. **ENVIRONMENTAL PERMITS:** Prior to EDA’s approval of bid documents, the Recipient shall provide documentation satisfactory to EDA that the permits listed below have been obtained or that the bid documents include language requiring the contractor to obtain the permits prior to the start of construction. If the contractor obtains the permits, then prior to initial disbursement of any construction costs, the Recipient shall provide EDA with satisfactory documentation that the permits have been obtained.
- Section 404
18. **PROJECT ADMINISTRATION SERVICE AGREEMENT:** The Recipient, prior to any Award disbursement, must submit to EDA for approval a Project Administration Service Agreement for project administration services charged against the Award.
19. **UPDATES TO GUIDANCE FOR GRANTS AND AGREEMENTS:** This award incorporates by reference updates to OMB Guidance for Grants and Agreements at 2 CFR § 200.216 (Prohibition on certain telecommunication and video surveillance services or equipment) and 2 CFR § 200.340 (Termination), effective as of August 13, 2020 (85 FR 49506) and available at: <https://www.federalregister.gov/documents/2020/08/13/2020-17468/guidance-grantsand-agreements>.
20. **NONRELOCATION:** In signing this award of financial assistance, the Recipient(s) attests that the EDA funded project will not be used to induce the relocation or the movement of existing jobs from one Region to another Region by a primary beneficiary of the Award. (See 13 C.F.R. § 300.3) In the event that EDA determines that its assistance was used for such relocation purposes, EDA reserves the right to pursue all rights and remedies, including suspension of disbursements and termination of the award for convenience or cause, and disallowance of any costs attributable, directly or indirectly, to the relocation and the recovery of the Federal share thereof.

For purposes of ensuring that EDA assistance will not be used for relocation purposes, each applicant must inform EDA of all employers that constitute primary beneficiaries of the project assisted by EDA. EDA considers an employer to be a “primary beneficiary” if, in seeking EDA assistance, the applicant estimates that such employer will create or save 100 or more permanent jobs as a result of the investment assistance and specifically names the employer in its application to EDA to make the Award. In smaller communities, EDA may consider a primary beneficiary to be an employer of 50 or more jobs permanent jobs so identified.

21. **PERFORMANCE MEASURES:** The Recipient agrees to report on program performance measures and program outcomes in such a form and at such intervals as may be prescribed by EDA in compliance with the Government Performance and Results Act (GPRA) of 1993, and the Government Performance and Results Modernization Act of 2010.

At this time, all Awards for construction assistance require Recipients to report actual job creation/retention and private investment leverage three (3), six (6), and nine (9) years after an EDA investment. Recipients are to retain sufficient documentation so that they can submit these required reports. Failure to submit this required report can adversely impact the ability of the Recipient to secure future funding from EDA.

Performance measures and reporting requirements that apply to program activities funded by this investment will be provided in a separate GPRA information collection document. EDA staff will contact Recipients in writing within a reasonable period prior to the time of submission of the reports with information on how this data should be submitted. Recipients should ensure adequate and sufficient records are kept to support the methodology for computing initial job and private investment estimates and all subsequent actual performance data calculations so that this information can be made available to EDA in the event of an audits or performance site visits.

22. **WASTE, FRAUD AND ABUSE:** Consistent with 2 CFR part 200, Recipient personnel responsible for managing the Recipient’s finances and overseeing any contractors, sub-contractors or sub-grantees, will complete the training PowerPoint entitled “Compliance with EDA Disaster Assistance Program Requirements” and return the signed Certificate of Training Completion (page 38 of the training) to EDA along with the signed CD-450 within 30 days of receipt.

Further, Recipient will monitor award activities for common fraud schemes, such as:

- false claims for materials and labor,
- bribes related to the acquisition of materials and labor,
- product substitution,
- mismarking or mislabeling on products and materials, and
- time and materials overcharging.

Should Recipient detect any suspicious activity, Recipient will contact EDA staff listed above and the Office of Inspector General, as indicated at <https://www.oig.doc.gov/Pages/Contact-Us.aspx>, as soon as possible.

23. **REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE:**

A. *General Reporting Requirement*

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information

System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph B of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
2. Reached its final disposition during the most recent five year period; and
3. Is one of the following:
 - (a) A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
 - (b) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (c) An administrative proceeding, as defined in paragraph E. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (d) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph B.3.(a), (b), or (c) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this award term and condition:

1. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

2. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.

3. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - (a) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

 - (b) The value of all expected funding increments under a Federal award and options, even if not yet exercised.



United States Department of Commerce #4.
Economic Development Administration
Denver Regional Office
1244 Speer Boulevard, Suite 431
Denver, Colorado 80204

Date: November 2, 2020

In reply refer to:
Award No. 05-79-06034

Jerry Jeffrey
Mayor, City of Moberly
101 West Reed
Moberly, MO 65270

Re: Infrastructure Improvements

Dear Mayor Jeffrey,

The Denver Regional Office of the Economic Development Administration (EDA) has the responsibility for monitoring the execution of the above-referenced Financial Assistance Award. To perform this task, it is important to the success of the project that a close liaison be maintained between you, your authorized representative(s), your Architect/Engineer (A/E), and the EDA's project manager.

EDA's project manager for the project is:

Name: Vincent Greener, Civil Engineer
Phone: 303-844-4091
Fax: 303-844-3948
E-Mail: vgreener@eda.gov
Address: U.S. Department of Commerce
Economic Development Administration
Denver Regional Office
1244 Speer Boulevard, Suite 431
Denver, Colorado 80204

Please identify the official project contact for this project, his/her back up, and their contact information. Identify other staff (internal or external) that are involved on the project, and provide their name, role, and contact information.

All communications with this office should refer to the award number shown above.

The Project Development Time Schedule specified in the Financial Assistance Award, Special Award Condition No. 4, is a binding contractual agreement. Failure to meet the specified time requirements could result in a termination of the Award. The required dates for the start and completion of construction are:

Start of Construction..... by September 28, 2022
Completion of Construction..... by September 28, 2024
Authorized Award End Date..... by March 27, 2025
Submission of Final Financial Documents SF-425..... by June 27, 2025

Note: The start of construction date is the date by which construction must be started to be in compliance with the terms and conditions of the Award. You may, and are generally expected, to start construction earlier than this date.

Please be aware that in order to receive EDA’s reimbursement for project costs, you will need EDA’s prior written approval for the following:

- Changes in scope, budget, schedule, source of local match, and phasing of the project.
- Request for Proposals for Architectural/Engineer services, prior to advertisement.
- A/E and other professional services contracts, including administration, project inspection, geotechnical, environmental, surveying, testing, etc.
- Construction bid specifications and drawings, prior to the advertisement for bids.
- Construction bid award, prior to the execution of the construction contract.
- Executed construction contract, prior to the start of construction.
- Construction change orders.

A Project Management teleconference has been scheduled for Monday, November 2 at 10:00 am CST. The purpose of the teleconference is to discuss EDA’s procedures for execution of this project. Please plan approximately 2 hours for the teleconference. Please visit the EDA website here: <https://www.eda.gov/tools/grantee-information/> to download the Post Approval Process Tool. We will be discussing these documents during the teleconference. We recommend that you distribute this package to other members of your team that will be participating in the teleconference, so that they can familiarize themselves with the information and be prepared to ask questions.

Please contact me if you have any questions at 303-844-4091, or via email: vgreener@eda.gov.

Sincerely,

**Vincent
Greener**

Digitally signed by Vincent
Greener
Date: 2020.11.02 08:11:14
-07'00'

Vincent Greener, PE, PMP
Project Engineer

Enclosures

1. Project Management Teleconference Meeting Agenda
Attachment A - Project Contacts and Overview
Attachment B - Financial Assistance Award Overview
Attachment C - Construction Post Approval Process Tool Overview
Attachment D - Additional Policy and Regulations
Attachment E - Project Discussion Items
2. Financial Assistance Award – Form CD-450

Project Management Teleconference

Meeting Agenda

1. Introduction of recipient and EDA project personnel
2. Meeting objective and purpose:
 - Explain the post-approval responsibilities for the administration of the award
 - Discuss applicable federal requirements
 - Provide an opportunity for questions
3. Identify project contacts and overview (Attachment A)
4. Financial Assistance Award and Special Award Conditions (Attachment B)
5. Construction Grant Post Approval Process Tool (Attachment C)
6. Discussion of additional EDA post-approval requirements (Attachment D)
7. Discussion of project specific elements (Attachment E)
8. Questions

Project Contacts and Overview

- EDA’s Project Manager: Vincent Greener 303-844-4091
vgreener@eda.gov
Back up: Cindy Edwards, P.E. 303-844-5360
cedwards@eda.gov

- Identify recipient’s Project Manager, his/her back up, other key personnel and roles (Provide an email with official contact information)

- EDA Communication Key: EDA Project No.: 05-79-06034

- Schedule: Construction Start Date (24 months)..... September 28, 2022
Construction Completion Date (24 months)..... September 28, 2024
Award End Date (close-out) (6 months)..... March 27, 2025
Final Financial Documents due (3 months) June 27, 2025

- EDA requires a written (email) response to the Project Management conference letter, including:
 - Recipient’s Project Manager and back-up w/contact information
 - Recipient’s other personnel roles and contact information, including A/E, if already selected competitively.
 - Project Schedule

- EDA Submittals and Review Schedule:

Submittal Format:

- < 20 pages: email only is okay
- > 20 pages: email and provide hard copy in mail
- Plans and specs – hard copy required (one copy). Half-size required.

EDA Concurrence:

- EDA concurrence on periodic reports and routine correspondences will be by email.
- EDA concurrence on Agreements, Bid Docs, Bid Award, Executed Construction Contracts, Change Orders, Award Amendments will be by formal letter.

EDA Review Schedule:

- Allow 15 business days in your project schedule for EDA review.
- Inform Project Engineer if expedited review is requested.

Financial Assistance Award Overview– Form CD-450

1. Verify information at top of page:
 - Recipient Name & Address (verify name and address for correspondence)
 - Award Period..... 9/28/2020 – 3/27/2025
 - Award Number..... 05-79-06034
 - Total Estimated Cost..... \$ 6,376,600
 - Federal Share of Cost..... \$ 4,809,787
 - Recipient Share of Cost..... \$ 1,566,813
 - EDA %.....75.43% of approved project costs
 - Over-run
 - 1.) Deductive alternatives if provided
 - 2.) Reject all bids and re-advertise
 - 3.) Augment recipient’s share to cover cost – verify funds available
 - 4.) Request additional EDA (last resort – unlikely)
 - Under-run
 - 1.) Funds remain in contingency for change orders
 - 2.) Remaining EDA funds de-obligated
2. Review Applicable Award Provisions (Checked boxes)
 - CD has copies of the federal requirements and provisions
 - EDA Standard Terms & Conditions for Construction Projects
3. Signatures:
 - Grants Officer: Name, Title, Date. EDA will notify you if there is a change.
 - Recipient Official(s): Name, Title, Date. Please notify EDA if there is a change.
4. Special Award Conditions
 - Review Special Award Conditions
5. Scope of Work
 - Authorized Scope of work
 - Changes require amendment
6. Line Item Budget – Award Condition No. 6
 - EDA and local match funds are co-mingled and become “project funds”
 - There is no separation of funding for specific project components.
 - All eligible project costs will be reimbursed at the applicable grant rate.
 - Project expenses will be limited to budget line items amount (or as amended).
 - Review project budget

Construction Post Approval Process Tool Overview
(Downloaded from EDA website)

Section 1 – GRANT AWARD

- Grant Award Page – Form CD-450 (sample)
- Applicable Award Provisions: Note the boxes marked.
- Other applicable references:
 - 13 CFR Chapter III (EDA Regulations)
 - EDA Summary of Construction Standards – helpful reference tool
- Award Terms and Conditions
- Documents can also be found on EDA website:
<http://www.eda.gov>

Section 2 – REPORTING REQUIREMENTS & CONTRACTS

- Professional Services Contracts
 - Must be competitively procured (RFP/evaluation process)
 - Fixed fee/Not to exceed – not open-ended
 - Must contain applicable federal contract provisions
- Administrative Contracts: Must be competitively procured, even with District Organization.
- A/E Contracts: Need to obtain EDA concurrence on RFQ or RFP prior to advertisement. See A/E Checklist for Contract Requirements
- Other A/E, Equipment: All work to be reimbursed must have approved contracts
- In-house work; Administrative costs: All work to be reimbursed by EDA must provide documentation (hours/rates, etc.) of work allocated to this project.
- Reporting Requirements.
 - Quarterly Progress Reports: Due for periods ending March 31, June 30, September 30, and December 31 (within 15 days).
 - Financial Status Report: Due for periods ending March 31 and September 30 (within 30 days).
 - Report Forms are in the Post Approval Process Tool
 - EDA will respond by email if the report is deficient.

Section 3 – PLANS & SPECIFICATIONS

- Site Certificate (for Project Site, Rights-of-Way, and Easements)
 - Part One: Certificate of Engineer.
 - Part Two: Title Opinion.
 - Part Three: Owner’s Certification regarding Eminent Domain.
 - Cover Letter for Site Certification. Need EDA Concurrence.

- Construction Contract – 3 step approval process
 - Bid document approval
 - Bid Award approval
 - Executed contract approval

- **Obtain EDA approval of Bid Docs prior to Advertisement**

- EDA Required Specification Documents
 - Use DOL site: <http://www.wdol.gov/dba.aspx>
 - Davis Bacon Wage Rates: use rates effective 10 days prior to bid opening. If new determination is made after advertisement, an addendum will be needed. Use correct project classification (building, construction, heavy)
 - Lobbying Certification and Restriction Forms
 - Requirement for Affirmative Action (EEO) (fill in %)
 - EDA Contracting Provisions for Construction Projects
 - EDA Construction Site Sign Specifications
 - Disclosure of Federal Participation
 - Buy America

Note: The last requirement is not listed on the checklist, but is included in the EDA Required Specification Documents folder.

- Plans & Specifications
 - Bid Document Review Checklist
 - Provide a hardcopy of Project Manual and ½ size plans

Section 4 – BID AWARD & CONSTRUCTION CONTRACT

- Bid Award
 - Bid Opening Checklist.
 - Recommended Award Letter.
 - **Obtain EDA concurrence prior to awarding contract.**
 - Verify that recommended firm does not appear on the Federal list of excluded parties (do not have to register): <https://www.sam.gov/portal/public/SAM/>
- Notification of Award of Prime Contracts
 - E.O.11246 requires that written notice be provided to the Director, Office of Federal Compliance Programs (OFCCP) of the Award of all prime contracts and any subcontracts within 10 days of the award. Address information will be provided in Bid Award Approval Letter.
 - Provide copy of notification to EDA.
- Executed (Signed) Construction Contract
 - Executed Construction Contract Checklist
- EDA Construction Sign
 - Sign should be placed on site at start of construction
 - Sign text cannot be modified
 - Provide photo of sign prior to initial disbursement
- Certified Payroll Reports
 - Contractors and Subs required to submit weekly certified payrolls
 - Recipient required to verify
 - Maintain for 3 years.
 - Provide to EDA upon request
- Change Orders
 - EDA concurrence required on all change orders
 - Provide copy of fully executed change order
 - Provide back-up including cost analysis
 - May submit prior to execution for review
 - EDA will determine its participation in cost

Section 5 - FINANCING

- Funds must be identified for the EDA project by either a separate account or separately identified by project number/code in an accounting system
- ACH Vendor Form SF-3881 – submit prior to initial disbursement request
 - ensure that EIN matches Award documents
 - submit only once prior to initial disbursement

- Include following agency information:

Agency Information:

Agency:	Economic Development Administration
Agency Identifier:	EDA
Agency Location Code:	13-20-0001
ACH Format:	Leave Blank
Address:	14th and Constitution Avenue, Suite 7215 Washington, D.C. 20230
Contact Person:	Vincent Greener, Denver Regional Office
Phone #:	303-844-4091
Additional Information:	Project Number 05-79-06034

- Checklist for Initial Disbursement.
 - Site Certificate
 - Sign Photo
 - All Special Award Conditions satisfied
 - All construction contracts executed if multiple contracts.
- Fidelity Bond, if applicable must be on file and current (note coverage limits)
- Disbursements:
 - Invoices > EDA Spread Sheet> SF-271
- EDA Excel Spreadsheet
 - List Invoices on Spreadsheet
 - Only invoices with approved contracts/P.O.s are eligible
 - Provide back-up for in-house work, admin, legal, etc.
 - Transfer Spreadsheet numbers to SF-271 (do not round)
 - Verify that expenses do not exceed line item budget amounts (if so, a budget revision or amendment may be necessary).
- Outlay Report: Form 271
 - Use form on Post Award Tool with headings:
 - (a.) Approved Budget
 - (b.) Revised Budget
 - (c.) Period Expenses
- Submit electronic draft for review to avoid delays. Email final copy for processing.
- Pay Request Cover Letter. Include EDA 14-Spreadsheet and Invoices. Need EDA concurrence. Concurrence will be by email.
- Allow 2-3 weeks for processing.
- EDA will retain final 10% of funds until project is closed-out

Section 6 – CLOSEOUT

- Close-out documents required within 90 days of Final Acceptance of Project
- Final Acceptance Report
 - Final Acceptance (Inspection Report)
 - Establishes date of Acceptance
- Close-out Checklist
 - All Special Award Conditions Satisfied
 - Permanent Insurance on Facility
 - Recorded Lien (if applicable)
 - Documentation of Audits under 2 CFR 200, part F. (all years of Award)
 - Need to address findings or weaknesses with EDA
 - UCC Filings for Equipment
 - Quarterly and Financial Reports up to date
 - Evidence of GPRA reports, if due
- Final Disbursement Request
 - Final Budget – actual project costs
 - May need budget revision
- Final Financial Report (SF-425) required after receipt of final disbursement funds
- GPRA Reporting
 - Required to Report on Project Performance
 - Initiated by EDA; 3-,6- and 9- years after Award date

Additional Policy and Regulations

1. **Competitive Procurement Requirements** – Recipient must have written procurement procedures. Must have full and open competition.
 - Prohibit geographical/local preferences
 - Prohibit **sole-source** unless approved. Provide for or-equals in bid documents.
 - Written selection procedures – clear description of technical requirements; identify requirements which bids/proposals must fulfill and all factors used in evaluating bids or proposals
2. **Award Amendments:** Changes to scope; budget total; budget revisions that result in cumulative transfers among direct costs categories in excess of 10% of total project cost (when Fed share exceeds \$100,000); inclusion of costs for which EDA’s prior approval is required per OMB Circulars; change of site location; change to, or addition of recipient; time extensions; modifications to terms and conditions of award. Form CD-451 required.
3. **Eminent Domain:** Executive order 13406; Award Terms and Conditions ensure that the Recipient has agreed 1.) Not to use any power of eminent domain in connection with the project; 2.) not to accept title to land, easement or other interests acquired by eminent domain for use in the project.
4. **In-House Work/Force Account** – subject to EDA approval based on certain conditions; conformance with OMB cost-principles (2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements). Detailed documentation for in-house work and force account is required. Scope of work with estimated hours and the specific personnel identified to work on the project should be provided to EDA for prior approval.
5. **Multiple Construction Contracts:** For projects that have more than one construction contract, all contracts must be fully executed prior to EDA’s initial disbursement of construction funds. If the contracts are not to be bid and awarded at the same time (or within a few months), the project should be phased. A request for phasing should be submitted and approved by EDA. For phased projects, EDA may approve the disbursement of funds prior to the tender of all construction contracts if the Recipient can demonstrate to EDA’s satisfaction that a severe financial hardship will result without such approval. Refer to EDA regulations, Section 305.9 Phasing.
6. **Projects that include non-EDA funded components:** Bid Schedules and Drawings must clearly delineate EDA vs. non-EDA work. EDA will only participate in cost of the lowest bid for the EDA bid schedule. Separate EDA vs. non-EDA in Schedule of Values, and Change Orders. Invoices need to clearly separate EDA/non-EDA work for reimbursement.

7. **Subcontractor Requirements:**

- Recipient is responsible to ensure that contractors insert all applicable provisions in all subcontracts, and ensure compliance with all applicable Federal, State and local requirements.
 - Recipients and sub-recipients must not make any award or permit any award to any party which is disbarred or suspended. Executive Order 12549. Excluded Parties list maintained by GSA at <https://www.sam.gov/portal/public/SAM/>
 - Terms and Conditions may impose additional requirements which will be required to be imposed on subcontractors.
8. **Certified Payrolls:** Recipients must require and maintain contractor and subcontractor certified payrolls. Provide to EDA upon request.
9. **Budget Revisions:** Changes to the line item budget require EDA approval. For budget revisions which cumulatively total <10% of the total project cost, provide a written request identifying the new proposed budget. If approved, EDA will provide a revised budget for use going forward. If the cumulative total of the line item revision exceeds 10% of the total project cost, an amendment to the award is required. A revised CD-451 will be prepared by EDA and sent to Recipient(s) for signature.
10. **Time schedule extensions** – EDA cannot make grant disbursements if project is not in compliance with time schedule. Notify EDA as soon as it becomes evident that time schedule may not be met.
11. **Audits:** (2 CFR 200, Subpart F) An audit is required for recipients expending federal awards of \$750,000 or more in a fiscal year. Provide copies of audits to EDA for each year of Award Period. Any audit findings applicable to EDA Award must be resolved prior to final close-out.
12. **Restrictions on encumbering and disposing of project facilities:** EDA retains a Federal Interest in the project property for its estimated useful life. Federal interest secures compliance with ownership, purpose, scope and intended use. May be reflected by recorded lien, or other recordable instrument.
13. **Close-out:** Close-out does not affect EDA’s right to disallow costs and recover funds on the basis of later audit.

Project Specific Discussion Items

1. EDA project has one major component (objective) (verify number of construction contracts).

Administrative and Legal Expenses	\$ 40,000
Land, Structures, Right of Way, etc.	\$ 21,000
A/E Fees	\$ 521,558
Other A/E Fees	\$ 93,038
Construction	\$ 5,422,555
Contingency	<u>\$ 278,449</u>
Project Total:	\$ 6,376,600

- All contracts must be executed prior to disbursement of any construction funds.
- Contracts that exceed budgeted amount above will require written documentation that additional funds are available for the contract.
- Contingency can be used for construction overrun.
- Construction funds can be moved between components once all contracts have been executed.

2. A/E – Professional Service Contracts
Verify acquisition status

3. Schedule

City of Moberly City Council Agenda Summary

Agenda Number: #5.
 Department: Public Works
 Date: November 2, 2020

Agenda Item: A Resolution Accepting The State Contract Bid And Authorizing The Purchase Of A Mohawk TR-25 4 Post Lift.

Summary: We have it in our budget to replace our current 4-post lift in the shop next year fy2022, we are replacing it because its lift capacity is not heavy enough to pick up a lot of our 1-1 ½ ton trucks, it is rated at 14,000 lbs. max and our trucks when outfitted with plows and spreaders, and the bucket trucks and service trucks will exceed that weight. A new 25,000 lb. lift purchased through the state contract #CC180160002 would cost \$ 34,954.74. we have funds budgeted this year fy2021 to purchase a forklift(20k) a trailer (7.5k) and a 6-way blade(8k) that would cover the cost of the lift. When work is required under these heavy trucks, we currently drive the front tires onto ramps and jack up the rear to allow us access under vehicle. I think if possible, it would be better to move the purchase of the lift up to this year fy2021 and worry about the forklift, trailer and blade next fiscal year.

Recommended

Action: Approve this resolution.

Fund Name: Public Works CIP

Account Number: 601.000.5502

Available Budget \$: 34,954.74

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION ACCEPTING THE STATE CONTRACT BID AND AUTHORIZING THE PURCHASE OF A MOHAWK TR-25 4 POST LIFT.

WHEREAS, the State of Missouri sought competitive bidding for 4 post lifts which said bid was awarded to Mohawk Lifts of Amsterdam, New York; and

WHEREAS, the Moberly Street Department is in need of a 4 post lift for lifting one and one-half ton and greater trucks for service and maintenance and recommends purchasing the Mohawk product for this purpose;

WHEREAS, Mohawk’s statewide pricing for their TR-25 lift plus accessories and installation is \$34,954.74.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBERLY, MISSOURI that the state contract bid is accepted, and the City Manager is hereby authorized to purchase the Mohawk TR-25 lift plus accessories and installation for the sum of \$34,954.74.

RESOLVED this 2nd day of November, 2020, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Deputy City Clerk

City of Moberly City Council Agenda Summary

Agenda Number: #6.
 Department: Public Works
 Date: November 2, 2020

Agenda Item: A Resolution Authorizing And Accepting Change Order Number 4 To The Contract With Willis Bros. Inc., For The Harrison And Garfield Project.

Summary: I have requested a change order from Willis Brothers who are under contract with us for stormwater work on the Harrison & Garfield project for an emergency repair on the twin CMP culverts under Holman, West of MACC (see attached map and explanation).

Recommended

Action: Approve this resolution.

Fund Name: Transportation Trust

Account Number: 600.178.5409

Available Budget \$: 532,307.60

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION AUTHORIZING AND ACCEPTING CHANGE ORDER NUMBER 4 TO THE CONTRACT WITH WILLIS BROS. INC., FOR THE HARRISON AND GARFIELD PROJECT.

WHEREAS, on November 4, 2019, this Council adopted Ordinance No. 9555 and authorized a contract with Willis Bros. Inc., (“Willis”) to complete the Harrison and Garfield stormwater project; and

WHEREAS, the City requested that Willis make emergency repair of twin CMP culverts under Holman Street west of the Moberly Area Community College which were not contemplated by the original contract; and

WHEREAS, Willis submitted a change order in the amount of \$33,180.00 for 210’ of 36” Poly Lining HDPE pipe to make the necessary emergency repairs; and

WHEREAS, staff recommends that the council authorize acceptance of the Change Order and authorize the City Manager to execute said Order.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts and approves the attached Change Order and authorizes the City Manager to execute the Change Order on behalf of the City and to take such further action as may be necessary to carry out the intent of this Resolution.

RESOLVED this 2nd day of November, 2020, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Deputy City Clerk



WILLIS BROS., INC.
30285 KIMBALL PLACE
MACON, MISSOURI 63552
660-385-3327/FAX 660-385-7110

Change Order Add
Harrison/Garfield Project

October 19, 2020

City of Moberly
Attn: Tom Sanders
101 West Reed St
Moberly, MO 65270

210' 36" Poly Lining	158.00 per ft	\$ 33,180.00
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Sincerely,

Tom Willis
660-651-0935

City of Moberly City Council Agenda Summary

Agenda Number: #7.
 Department: Administration
 Date: November 2, 2020

Agenda Item: A Resolution Authorizing Moberly Chamber Of Commerce To Hold A Christmas Parade And Festival Including Public Consumption Of Alcoholic Beverages.

Summary: The Chamber of Commerce Christmas Parade will be held on December 5, 2020 beginning at 3:00PM. Contact person is Megan Schmitt, 660-263-6070. Along with this event Ms. Schmitt is holding a Moberly's Christmas Festival in the Downtown area. This event will include all day vendor markets, a parade and Living Windows in the evening. This resolution would allow downtown restaurants to sell alcoholic drinks to attendees as they travel the downtown area during this event. All beverages will be served in a event cup and attendees will receive a wrist band.

Recommended Action Approve this resolution

Fund Name: N/A

Account Number: N/A

Available Budget \$: 0.00

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION AUTHORIZING MOBERLY CHAMBER OF COMMERCE TO HOLD A CHRISTMAS PARADE AND FESTIVAL INCLUDING PUBLIC CONSUMPTION OF ALCOHOLIC BEVERAGES.

WHEREAS, the Moberly Chamber of Commerce has sought permission to hold a Christmas Parade on December 5, 2020 beginning at City Hall going West on Reed Street to Johnson, then north on Johnson to Coates, then East on Coates to Sturgeon which route will involve closing Sturgeon Street between Coates and Rollins and the 100 block of West Reed and a Christmas Festival involving public consumption of alcohol; and

WHEREAS, Section 6-5 of the City Code prohibits public consumption of alcoholic beverages on public spaces unless specifically authorized by the City for special events; and

WHEREAS, city staff has reviewed the application of Moberly Chamber of Commerce to hold its special event and to authorize public consumption of alcoholic beverages on public spaces beginning at 11:00 a.m. and continuing till the conclusion of the parade and festival and recommends approval.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby authorizes the Chamber of Commerce special event and further authorizes the consumption of alcoholic beverages on the public spaces designated herein.

RESOLVED this 2nd day of November, 2020, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Deputy City Clerk



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

Dear Mr. Crane:

On behalf of the Moberly Area Chamber of Commerce, we are seeking permission to lift public consumption of alcohol for Moberly's Christmas Festival on December 5, 2020 in Downtown Moberly. This event will include all day vendor markets, a parade and Living Windows in the evening. Lifting public consumption will allow our downtown restaurants to sell alcoholic drinks to event attendees to carry with them during the event. All alcoholic beverages will be served in an event cup and each person served will receive a wristband to confirm they have been carded.

Christmas events are a tradition in Moberly and we had great success last year combining the Christmas Parade and Living Windows into an entire festival. Last year during the 2019 Christmas Festival downtown merchants passed out free hot chocolate to attendees however COVID has impacted their comfort with handling food and drink. Lifting public consumption will give restaurants an opportunity to increase sales during the event. Attached is a map of the downtown areas that we are requesting public consumption to be lifted.

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

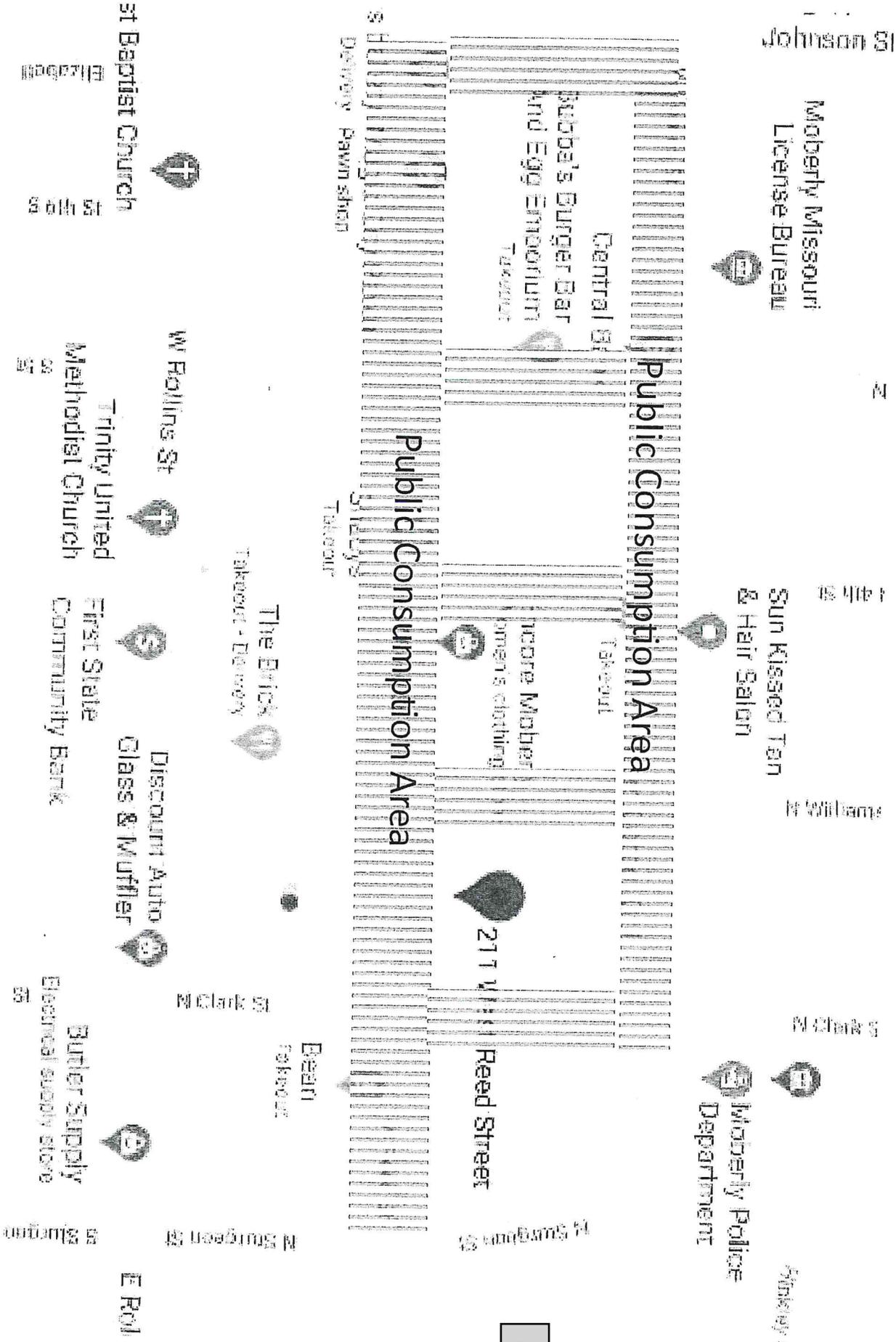
Thank you for your time and consideration.

Sincerely,

Megan Schmitt
Executive Director – Moberly Area Chamber of Commerce

Christmas Festival — December 5, 2020

Public Consumption Area



City of Moberly City Council Agenda Summary

Agenda Number: _____
Department: City Clerk
Date: November 2, 2020

Agenda Item: A Resolution appropriating money out of the Treasury of the City of Moberly, Missouri.

Summary: Appropriation Resolution.

Recommended

Action: Please approve this Resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$757,722.63.

WHEREAS, the funds are to be disbursed as follows;

- SECTION 1: There is hereby appropriated out of the **General Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 2, 2020 in the amount of \$56,030.10.
- SECTION 2: There is hereby appropriated out of the **Non-Resident Lodging Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 2, 2020 in the amount of \$7,083.84.
- SECTION 3: There is hereby appropriated out of the **Payroll Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 2, 2020 in the amount of \$2,271.71.
- SECTION 4: There is hereby appropriated out of the **Solid Waste Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 2, 2020 in the amount of \$40.06.
- SECTION 5: There is hereby appropriated out of the **Heritage Hills Golf Course Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 2, 2020 in the amount of \$767.72.
- SECTION 6: There is hereby appropriated out of the **Parks and Recreation Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 2, 2020 in the amount of \$56,189.89.
- SECTION 7: There is hereby appropriated out of the **Airport Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 2, 2020 in the amount of \$136,687.08.
- SECTION 8: There is hereby appropriated out of the **Utilities Collection Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 2, 2020 in the amount of \$47.36.
- SECTION 9: There is hereby appropriated out of the **Utilities OP & Maintenance Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 2, 2020 in the amount of \$77,255.06.
- SECTION 10: There is hereby appropriated out of the **Utilities OP Reserve Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 2, 2020 in the amount of \$9,772.08.
- SECTION 11: There is hereby appropriated out of the **Capital Improvement Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 2, 2020 in the amount of \$1,899.85.
- SECTION 12: There is hereby appropriated out of the **2004B SRF Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 2, 2020 in the amount of \$37,900.15.
- SECTION 13: There is hereby appropriated out of the **2006A SRF Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 2, 2020 in the amount of \$27,495.96.
- SECTION 14: There is hereby appropriated out of the **2004C Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 2, 2020 in the amount of \$26,187.97.
- SECTION 15: There is hereby appropriated out of the **Emergency Telephone Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 2, 2020 in the amount of \$7,072.55.
- SECTION 16: There is hereby appropriated out of the **Transportation Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 2, 2020 in the amount of \$276,245.21.
- SECTION 17: There is hereby appropriated out of the **Street Improvement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 2, 2020 in the amount of \$33,489.64.
- SECTION 18: There is hereby appropriated out of the **Downtown CID Sales Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 2, 2020 in the amount of \$411.40.
- SECTION 19: There is hereby appropriated out of the **Downtown CID Property Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 2, 2020 in the amount of \$875.00.

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

RESOLVED this 2nd day of November 2020 by the Council of the City of Moberly, Missouri.

ATTEST:

Presiding Officer

City Clerk

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

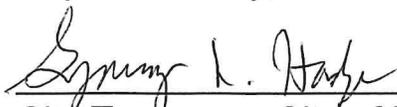
Sydney L. Holze

City Treasurer, City of Moberly, Missouri

EXPENSES PAID OCT 15 ,2020 - NOV 2, 2020 FOR THE FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE NOVEMBER 2, 2020 APPROPRIATION RESOLUTION TOTAL.

General Fund	\$	56,030.10
Non-Resident Lodging Tax Fund	\$	7,083.84
Payroll Fund	\$	2,271.71
Solid Waste Fund	\$	40.06
Heritage Hills Golf Course Fund	\$	767.72
Parks and Recreation Fund	\$	56,189.89
Airport Fund	\$	136,687.08
Utilities Collection Fund	\$	47.36
Utilities OP & Maintenance Fund	\$	77,255.06
Utilities OP Reserve Fund	\$	9,772.08
Capital Improvement Trust Fund	\$	1,899.85
2004B SRF Bonds Debt Service Fund	\$	37,900.15
2006A SRF Bonds Debt Service Fund	\$	27,495.96
2004C Bonds Debt Service Fund	\$	26,187.97
Emergency Telephone Fund	\$	7,072.55
Transportation Trust Fund	\$	276,245.21
Street Improvement Fund	\$	33,489.64
Downtown CID Sales Tax Fund	\$	411.40
Downtown CID Property Tax Fund	\$	875.00
Total	\$	757,722.63

I hereby certify that there is sufficient money standing to the credit of the City of Moberly, Missouri, unappropriated to cover the above funds.



City Treasurer, City of Moberly, Missouri

10/29/2020
Date

#8.

BANK# BANK NAME
 CHECK# DATE ACCOUNT# NAME CHECK AMOUNT CLEARED MANUAL VOID REASON FOR VOID

24 DISBURSEMENTS

84873	10/15/2020	2643	UNITED WAY	1,279.71				
84874	10/15/2020	2646	VALIC	992.00				
84875	10/23/2020	2975	BRENTAG MID SOUTH INC	39,275.70				
84876	10/23/2020	3137	CINTAS CORPORATION #379	54.58				
84877	10/23/2020	1908	MOBERLY AREA COMMUNITY COLLEGE	45.00				
84878	10/23/2020	5727	PEST PRO SOLUTIONS INC	155.00				
84879	10/23/2020	2556	PETTY CASH	222.00				
84880	10/23/2020	1849	SPRINT	.00			VOID:	
84881	10/23/2020	1849	SPRINT	1,637.17				
* 84882	Thru 84895							
84896	11/02/2020	2903	ABAN PEST CONTROL INC	215.00				
84897	11/02/2020	4645	AERZEN USA CORP	2,580.00				
84898	11/02/2020	2813	AHRENS STEEL & WELDING	593.62				
84899	11/02/2020	6120	AMAZON CAPITAL SERVICES	24.76				
84900	11/02/2020	6	AMEREN MISSOURI	14.74				
84901	11/02/2020	2790	AMERICAN WATER WORKS ASSOC	79.00				
84902	11/02/2020	790	ARISTA INFORMATION SYSTEMS INC	2,816.87				
84903	11/02/2020	30	ARTDEP+BENTON	189.00				
84904	11/02/2020	17	AT&T 5001	7,072.55				
84905	11/02/2020	3808	ATCO INTERNATIONAL	425.00				
84906	11/02/2020	4710	ATKINS	1,010.00				
84907	11/02/2020	15	AUSTIN COFFEE SERVICE	283.87				
84908	11/02/2020	3625	BARR ENGINEERING COMPANY	6,899.85				
84909	11/02/2020	2409	BECRAFT JEWELERS LLC	350.00				
84910	11/02/2020	6247	BIDDLE PROFESSIONAL SERVICES L	31,350.00				
84911	11/02/2020	3268	BOTKINS GERALD	300.00				
84912	11/02/2020	424	BUTLER SUPPLY INC	143.40				
84913	11/02/2020	4780	CAPITAL MATERIALS LLC	1,775.90				
84914	11/02/2020	4941	CAPITAL PAVING & CONST LLS	100,580.66				
84915	11/02/2020	591	CASON BUILDING MAINTENANCE INC	2,063.70				
84916	11/02/2020	6184	CHEF JEFF'S CLEANING SERVICE	100.00				
84917	11/02/2020	1384	CHEMCO SYSTEMS LP	550.25				
84918	11/02/2020	3137	CINTAS CORPORATION #379	494.58				
84919	11/02/2020	2645	CORE & MAIN LP	2,887.08				
84920	11/02/2020	1989	COUTURE PAUL	90.00				
84921	11/02/2020	2908	CUNNINGHAM VOGEL & ROST PC	357.00				
84922	11/02/2020	6246	CUSTOM DECALS	70.00				
84923	11/02/2020	194	DMC CONCRETE CONSTRUCTION	8,062.00				
84924	11/02/2020	3571	DMZ ENTERPRISE INC	654.00				
84925	11/02/2020	2959	DR PEPPER SNAPPLE GROUP	57.00				
84926	11/02/2020	3103	FASTENAL COMPANY	.00			VOID:	
84927	11/02/2020	3103	FASTENAL COMPANY	1,508.84				
84928	11/02/2020	2839	FUSION TECHNOLOGY LLC	68.97				
84929	11/02/2020	704	GALLS LLC	166.68				
84930	11/02/2020	6250	GARBER JESSE	2,340.00				
84931	11/02/2020	3012	GENERAL PRINTING INC	209.54				
84932	11/02/2020	3011	GLENN'S GARAGE DOORS	220.00				
84933	11/02/2020	5721	HOWE COMPANY LLC	1,449.27				
84934	11/02/2020	759	HUTCHINSON SALT COMPANY	6,473.40				
84935	11/02/2020	2916	ICMA MEMBERSHIP RENEWALS	880.00				
84936	11/02/2020	3281	INTERNATIONAL CODE COUNCIL INC	145.00				

ACCOUNTS PAYABLE CHECK REGISTER

#8.

BANK# CHECK#	BANK NAME DATE	ACCOUNT# NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
84937	11/02/2020	3514 CHAPPYS, LLC	495.00				
84938	11/02/2020	910 JT HOLMAN CONSTRUCTION LLC	19,001.74				
84939	11/02/2020	4336 KEY EQUIPMENT & SUPPLY CO.	1,486.12				
84940	11/02/2020	6248 KIRKENDOLL JEREMY	25.00				
84941	11/02/2020	579 LAND/CHARITON COUNTY CONCRETE	2,214.69				
84942	11/02/2020	6255 LEGEND NUTRITION LLC	375.00				
84943	11/02/2020	1381 LEON UNIFORM COMPANY	559.74				
84944	11/02/2020	1246 LOCHNER	133,724.90				
84945	11/02/2020	679 MARTECK	190.00				
84946	11/02/2020	5611 MCCLURE ENGINEERING COMPANY	1,350.00				
84947	11/02/2020	1688 MFA OIL COMPANY	7,012.62				
84948	11/02/2020	1375 MIDWEST CUSTOM TRUCKS	1,107.50				
84949	11/02/2020	5838 MIDWEST RECYCLING CENTER	80.00				
84950	11/02/2020	1756 MIRMA	371.29				
84951	11/02/2020	432 MISSOURI DEPT OF REVENUE 3390	47.36				
84952	11/02/2020	5798 MISSOURI SASP	196.00				
84953	11/02/2020	2740 MOBERLY AREA CHAMBER OF COMMER	7,083.84				
84954	11/02/2020	1935 MOBERLY MONITOR INDEX	145.00				
84955	11/02/2020	1954 MOBERLY MOTOR COMPANY	57.20				
84956	11/02/2020	1036 MUNICIPAL CODE CORPORATION	4,600.00				
84957	11/02/2020	2865 NEWMAN SIGNS INC	246.51				
84958	11/02/2020	4618 OTIS ELEVATOR COMPANY	1,980.84				
84959	11/02/2020	2166 PERSONNEL EVALUATION INC	60.00				
84960	11/02/2020	5727 PEST PRO SOLUTIONS INC	60.00				
84961	11/02/2020	6252 PRIDMORE MICHAEL	100.00				
84962	11/02/2020	4647 PUTNAM CORY	249.43				
84963	11/02/2020	4924 R P LUMBER COMPANY INC	2,698.57				
84964	11/02/2020	2446 REMOLES COATINGS LLC	24,958.64				
84965	11/02/2020	5375 ROCKMOUNT RESEARCH & ALLOYS IN	1,119.23				
84966	11/02/2020	2850 ROTARY CLUB OF MOBERLY	185.00				
84967	11/02/2020	6118 S&A EQUIPMENT AND BUILDERS	149,066.12				
84968	11/02/2020	2600 SAFE PASSAGE	1,817.00				
84969	11/02/2020	260 SURVEYING & MAPPING LLC	350.00				
84970	11/02/2020	6253 SCHWERING CHELSIE	200.00				
84971	11/02/2020	6008 SHADES OF TUESDAY LLC	500.00				
84972	11/02/2020	2684 SHERWOOD'S SIGNS LLC	114.37				
84973	11/02/2020	4526 SJE	498.00				
84974	11/02/2020	5318 SMITH VINCENT	180.00				
84975	11/02/2020	5700 STAPLES	503.46				
84976	11/02/2020	2640 THOMAS HILL PUBLIC WATER SUPPL	105.34				
84977	11/02/2020	4812 TIGER SECURITY SERVICE	1,700.00				
84978	11/02/2020	4564 TURFMARK SERVICES LLC	1,650.00				
84979	11/02/2020	1562 UNITED FIRST AID & SAFETY, LLC	60.92				
84980	11/02/2020	2223 US CELLULAR	373.76				
84981	11/02/2020	2644 USA BLUE BOOK	2,315.96				
84982	11/02/2020	2742 WAL MART COMMUNITY	.00				VOID:
84983	11/02/2020	2742 WAL MART COMMUNITY	886.01				
84984	11/02/2020	6254 WALLACE LONNIE	175.00				
84985	11/02/2020	4948 WARREN RICHARD	685.37				
84986	11/02/2020	6249 WILHITE TAYLOR	150.00				
84987	11/02/2020	2657 WILLIAMS DANIEL J.	210.00				
84988	11/02/2020	2658 WILLIS BROS INC	5,780.00				
84989	11/02/2020	2772 WIRELESS USA	540.50				

ACCOUNTS PAYABLE CHECK REGISTER

#8.

BANK# CHECK#	BANK NAME DATE	ACCOUNT# NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
84990	11/02/2020	6251 WOODIN CORA	6.00				
84991	11/02/2020	5298 ZAMKUS AND ASSOCIATES LLC	1,000.00				
*20190825							
20190826	10/15/2020	5898 MOBERLY SOLAR, LLC	15,660.16				E-PAY
20190827	10/24/2020	5783 BANKCARD SERVICES	8,355.68				E-PAY
20190828	10/23/2020	6 AMEREN MISSOURI	32,260.99				E-PAY
20190829	10/23/2020	2708 UMB BANK	91,584.08				E-PAY

* See Check Summary below for detail on gaps and checks from other modules.

BANK TOTALS:	
OUTSTANDING	757,722.63
CLEARED	.00

BANK 24 TOTAL	757,722.63
VOIDED	
	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
100 GENERAL FUND	56,030.10	56,030.10	.00	.00
102 NON-RESIDENT LODGING TAX	7,083.84	7,083.84	.00	.00
105 PAYROLL FUND	2,271.71	2,271.71	.00	.00
110 SOLID WASTE FUND	40.06	40.06	.00	.00
114 HERITAGE HILLS GOLF CRSE	767.72	767.72	.00	.00
115 PARKS & RECREATION FUND	56,189.89	56,189.89	.00	.00
120 AIRPORT FUND	136,687.08	136,687.08	.00	.00
300 UTILITIES COLLECTION FUND	47.36	47.36	.00	.00
301 UTILITIES OP & MAINT	77,255.06	77,255.06	.00	.00
303 UTILITIES OP RESERVE	9,772.08	9,772.08	.00	.00
304 CAPITAL IMPROVEMENT TRUST	1,899.85	1,899.85	.00	.00
377 2004B SRF BONDS DEBT SERV	37,900.15	37,900.15	.00	.00
378 2006A SRF BONDS DEBT SERV	27,495.96	27,495.96	.00	.00
379 2004C BONDS DEBT SERVICE	26,187.97	26,187.97	.00	.00
400 EMERGENCY TELEPHONE FUND	7,072.55	7,072.55	.00	.00
600 TRANSPORTATION TRUST FUND	276,245.21	276,245.21	.00	.00
601 STREET IMPROVEMENT FUND	33,489.64	33,489.64	.00	.00
911 DOWNTOWN CID SALES TAX	411.40	411.40	.00	.00
912 DOWNTOWN CID PROP TAX	875.00	875.00	.00	.00

ACCOUNTS PAYABLE CHECK REGISTER
*** CHECK SUMMARY ***

#8.

BANK# BANK NAME
CHECK# DESCRIPTION

24 DISBURSEMENTS

84873 Thru 84881 Accounts Payable Checks
84882 Thru 84895 Utility Billing Checks
84896 Thru 84991 Accounts Payable Checks

20190826 Thru 20190829 Accounts Payable E-Pay

77

City of Moberly City Council Agenda Summary

Agenda Number: #9.
 Department: City Manager
 Date: November 2, 2020

Agenda Item: Appointment to the Housing Authority Board.

Summary: In October 2020 Board member Dennis Stevenson was appointed to complete the term of Mr. Edward. Mr. Stevenson would like to be reappointed to the board for a 4-year term on the Moberly Housing Authority Board.

Recommended

Action: Appoint Dennis Stevenson to the board.

Fund Name: N/A

Account Number: 0

Available Budget \$: 0

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

Housing Authority of the City of Moberly

MAILING ADDRESS
P.O. BOX 159
MOBERLY, MISSOURI 65270-0159

EXECUTIVE DIRECTOR: DONNA DUNWOODY

September 7, 2020

Honorable Jerry Jeffrey
City of Moberly
101 West Reed
Moberly MO 65270

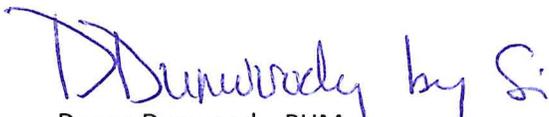
Dear Mayor:

Dennis Stevenson was appointed to fill the term ending October 2020 for a Resident Board Commissioner for the Moberly Housing Authority due to the death of Commissioner Edwards. I am once again submitting the name of Dennis Stevenson, who is a resident, as required for this commissioner seat for term ending October 2024. Mr. Stevenson lives at the Moberly Towers and has served as the resident commissioner in the past.

Mr. Stevenson was a faithful and conscientious board member when he served previously. After moving away from the area, he was no longer eligible to serve. Dennis Stevenson moved back to the Moberly Towers and has expressed interest in serving again as the Resident Commissioner.

The Housing Authority is asking for your consideration to appoint Mr. Dennis Stevenson. If you have any questions, please contact me at 263-2287.

Sincerely,



Donna Dunwoody, PHM
Executive Director

MOBERLY TOWERS
205 FARROR STREET

L. W. CASE APARTMENTS
220 TAYLOR STREET



ALLENDALE
MANOR
APARTMENTS
23 KEHOE AVENUE

COUNTRYVIEW GARDEN
APARTMENTS
23 KEHOE AVENUE

660-263-2287
FAX: 660-263-4282
TDD: 660-263-2295

660-263-3950
FAX: 660-263-5509
TDD: 660-263-2295

Dennis Stevenson

205 Farror Street Apt 1008
Moberly MO 65270
816-805-7746

October 7, 2020

Honorable Jerry Jeffrey
City of Moberly
101 West Reed
Moberly MO 65270

Dear Mayor:

You appointed me to fill an unexpired term for a former Resident Commissioner last month and I would like to volunteer to become the Resident Commissioner again. I am a resident, as required for this commissioner seat, and live at the Moberly Towers. I served as the resident commissioner in the past. I moved from the Towers but have now moved back to the Towers. I attended the board meetings during my term on the board. I told Donna Dunwoody, the Executive Director that I was interested in serving and she said I would need to write a letter asking for my name to be considered.

If you have any questions, please contact me at 816-805-7746.

Sincerely,



Dennis Stevenson