City of Clinton MISSOURI

AGENDA

Clinton City Council Video Meeting
via Zoom Video Conference
Tuesday, June 2, 2020 • 6:00 p.m.

In response to the Coronavirus pandemic, this meeting will be live streamed on the City of Clinton YouTube page (search for "City of Clinton, MO" on YouTube.com). A video recording of the meeting will be available within 48 hours at www.clintonmo.com/city-of-clinton. For questions, contact City Clerk Wendee Seaton at (660) 885-6121 or wseaton@cityofclintonmo.com.

1. **Call to Order**
2. **Roll Call**
3. **Approval of Minutes**:
   a. Approval or correction of the minutes of the City Council Meeting of May 19, 2020.
4. **Reports**: None
5. **Second Reading of Previously Read Bills**: None
6. **COVID-19:** Emergency Management Director Report by Fire Chief Mark Manuel
7. **Committee Reports:** None
8. **Mayor's Report:**
   a. Resignation of Brian Wishard and Application from Tim Komer for Park Board
9. **City Administrator's Report**:
   a. Gaines Drive Report
   b. CARES Act Funding
      1. Airport
      2. ATS
      3. Local Governments
   c. FEMA
      1. 2019 Flood
      2. 2020 COVID-19
   d. Airport-AWOS
10. **Unfinished Business**: None

11. **New Business:**

    a. Bill No. 2020-10 – An Ordinance of the City Of Clinton regarding an agreement between the City Of Clinton and the Missouri Highways And Transportation Commission for Coronavirus Aid Relief and Economic Security Act (Cares Act) grant funding for ATS.

    b. Resolution No. 09-2020 – A Resolution of the City of Clinton approving an intergovernmental agreement by and between the City of Clinton, Missouri and Henry County, Missouri for COVID-19 funding.

    c. Public Safety Tax

    d. Schedule Budget Work Session

    e. Resolution No. 10-2020 - A Resolution of the City Council of Clinton, Missouri approving Task Order No. 16 between the City of Clinton and HDR Engineering, Inc. - *(waiting on the TO from HDR)*

    f. JCI – Proposal for test and balance for the Police Department HVAC

12. **Executive Closed Session:** Pursuant to RSMo. 610.021(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Individuals desiring to speak at the meeting are asked to fill out a speaker card and submit it to the Clerk prior to the call to order. Speakers are respectfully asked to limit their comments to three (3) minutes or less. Speakers will be called on to speak during the appropriate portion of the meeting. Please address your comments to the Mayor/Chairman. If you require accommodation (i.e. qualified interpreter, large print, and/or hearing assistance) please notify this office at (660-885-6121) no later than forty-eight hours prior to the scheduled commencement of the meeting.

City of Clinton MISSOURI

OPEN CITY COUNCIL VIDEO MEETING MINUTES
Via Zoom Video Conference with Live Stream on YouTube
Tuesday, May 19, 2020 • 6:00 p.m.

The City Council of the City of Clinton, Missouri met on Tuesday, May 19, 2020 via Zoom Video Conference with Live Stream on YouTube. Mayor Greg Lowe presided.

1. **Call to Order**: Mayor Lowe called the meeting to order at 6:00 p.m.

2. **Roll Call**:

   Council Persons Present: Gene Henry, Carla Moberly, Rick Pereles, Becky Raysik, Ken Scott, Debbie Smith and Daniel Wilson

   Council Persons Absent: Cameron Jackson

   Others Present: City Administrator Christy Maggi, Mayor Greg Lowe, City Attorney Adam Sommer, City Clerk Wendee Seaton, Fire Chief Mark Manuel, Deputy Police Chief Chad Nepple

3. **Approval of Minutes:** Council Person Wilson made a motion to approve the minutes of the Open City Council Meetings of May 5, 2020. Council Person Raysik duly seconded the motion. 7 Ayes; 0 Nays; 1 Absent. Mayor Lowe declared the motion passed.

4. **Reports:** None

5. **Second Reading of Previously Read Bills:** None.

6. **COVID-19**

   a. Emergency Management Director Report:

   - Fire Chief Mark Manuel reported that the current number of COVID-19 cases in Missouri was 11,080 with 9 in Henry County. Of those 9 only 2 are still in quarantine. There have been no new cases or quarantines in Henry County. The State of Missouri is testing 4,000 daily and next week it will increase to 7,500. GVMH is also increasing the number of tests they are giving as well as testing all first responders. There will be more cases show up with the increase in testing. The testing available to first responders is the same type of tests used at GVMH.

   - The Fire Department currently has about 2 months worth of PPE's with another shipment due in a couple weeks.

   - The Fire Department is doing occupancy load testing for businesses daily. The larger retail businesses are more difficult to monitor. Council Person Henry asked if the capacity allowed at the Benson Center was 250. Fire Chief Manuel said he did not have the numbers with him but that Park and Rec have the numbers allowed in their facilities.

   - Council Person Raysik asked when the playgrounds will open. The signs have been ordered and should be here next week. The playgrounds will be open once the signs have been installed.

   - The State of Missouri will go into phase 2 at some point but it is not known when.

   - The next Council Meeting will again be a zoom meeting.

7. **Committee Reports:** None

8. **Mayor's Report**:

   a. Resignation and Application for Clinton Housing Authority: Council Person Pereles made a motion to accept the resignation letter from Jacqueline Thuma and the Mayor's recommendation for the appointment of Jan House to serve out the term expiring December 1, 2020. Council Person Smith duly seconded the motion. A roll call vote was taken and the following was recorded: 6 Ayes - Gene Henry, Carla Moberly, Rick Pereles, Becky Raysik, Ken Scott and Debbie Smith; 1 Abstain - Daniel Wilson; 1 Absent - Cameron Jackson. Mayor Lowe declared the motion passed.

9. **City Administrator's Report:**

   a. Gaines Drive Report: Access to Highway 52 will be open on Thursday. It may be closed off and on for further work on the road. MoDOT is working to get the contractor to work as fast as possible.

   b. CARES Act Funding

      1. Airport: Waiting on the grant agreement.

      2. ATS: The City has received the paperwork and it will on the next Council agenda.

      3. Local Governments: Waiting on direction from the County Commissioner. Will keep the Council posted.

   c. FEMA

      1. 2019 Flood: Close to finalizing all projects: Waiting on final insurance response. The current level at the Truman Lake dam is 709'.

      2. 2020 COVID-19: The process has begun and the City has spoken with the FEMA representative.

10. **Unfinished Business:**

   a. Green Street Pay App #8 (FINAL): CJW has worked hard to wrap this project up and TJ Williams, Street Superintendent, has been a great help when the engineer was not available. The final pay app showing $46,000 in liquidated damages was sent to KAT. KAT is disputing the amount of liquidated damages. Discussion was held regarding prompt payment requirements. The City Attorney indicated that the City will be allowed time to review KAT's response prior to making payment. Council Person Henry made a motion to submit Pay App #8, as currently prepared, to Sterling National Bank, should KAT submit all required documents. Council Person Moberly duly seconded the motion. A roll call vote was taken and the following was recorded: 6 Ayes - Gene Henry, Carla Moberly, Rick Pereles, Becky Raysik, Ken Scott and Debbie Smith; 1 Nay - Daniel Wilson; 1 Absent - Cameron Jackson. Mayor Lowe declared the motion passed.

   Council Person Moberly expressed regret for how the issue regarding the repair of street cuts on Main and Washington was handled at the May 5th Council meeting. She stated that she, personally, wanted to apologize to the Street Department for, what she believed to be, a lack of understanding regarding the conflict of expectations between the need to repair the street cuts and the Council-approved Pandemic Virus Protection Plan's social distancing requirements. She commended the Street Department for the many accomplishments throughout the past 6 weeks.

11. **New Business:**

    a. Retirement Benefit Program: The benefit payout for July 1, 2019 – June 30, 2020 is $6,200. The 2020 employee insurance amount is $6,506.52. There have been two employees submit paperwork this year and no others are known. Council Person Wilson made a motion to set the RBP amount at $6,506.52 for July 1, 2020 – June 30, 2021. Council Person Raysik duly seconded the motion. 7 Ayes; 0 Nays; 1 Absent. Mayor Lowe declared the motion passed.

    b. McLane Street between Franklin and Jefferson sewerline and manholes 603010 to 6000006: The City's initial plan is to abandon an old 6" line. They propose to run a new line down McLane to manhole 604130 on Jefferson. Three new manholes will be installed along McLane and 1 new manhole on a new line behind 609 W. Jefferson. Manhole 604130 and the line along Jefferson to manhole 604120 will have to be redone at a deeper elevation. With the construction of the new sewer lines, a private sewer line will no longer be needed. HDR Engineering will create a task order to design the project, prepare construction documents, bid documents and handle the bid process for the project. The responsibility for connecting services lines will be discussed at a future meeting. Council Person Wilson made a motion to proceed with HDR developing a task order for the project. Council Person Raysik duly seconded the motion. 7 Ayes; 0 Nays; 1 Absent. Mayor Lowe declared the motion passed.

    c. Fire Department vehicle exhaust system: Fire Chief Manuel stated the Fire Department had $40,000 in the budget for the vehicle exhaust system. The quote from Air Cleaning Technologies, Inc., the only vendor in this region that can service the existing vehicle exhaust system, came in at $35,303. Other quotes would have required a complete overhaul and been much higher. City Administrator Maggi requested that this be considered a sole source bid. Council Person Wilson made a motion to approve the bid from Air Cleaning Technologies for $35,303, as a sole source bid. Council Person Moberly duly seconded the motion. 7 Ayes; 0 Nays; 1 Absent. Mayor declared the motion passed.

12. **Adjournment:** With no further business, Council Person Wilson made a motion to adjourn. Council Person Raysik duly seconded the motion. 7 Ayes; 0 Nays; 1 Absent. At 6:45 p.m. Mayor Lowe declared the motion passed and adjourned the meeting.

Mayor Greg Lowe

City Clerk Wendee Seaton

May 27, 2020

Clinton Park and Recreation,

I, Brian Wishard, am resigning my position from the Park and Recreation Board. I have accepted the position as the Assistant Superintendent at Warrensburg Public Schools. This position will not allow me the time to be a member of the Park and Recreation Board. I enjoyed my time on the Board and wish you the best of luck in the future.

Sincerely,

Brian Wishard

City of Clinton MISSOURI

City Hall
105 East Ohio Street
Clinton, MO 64735

Telephone 660-885-6121
Fax 660-885-2023
kharrelson@cityofclintonmo.com

Volunteer Board/Commission/Committee Application

(PLEASE PRINT)

Name: Tim Komer Ward: 1 ☑ 3 4

Street Address: 800 Hudson Zip Code: 64735

Home/Cell Phone: 660 492 2816 Home Fax: _____

Business/Cell Phone: _____ Business Fax: _____

E-mail Address: t komer@hotmail.co.

Are you related to any City of Clinton elected officials? If yes, tell us who they are and how they are related.

Do you prefer to be called/e-mailed at your home or business regarding scheduled meetings?

☑ **Home** ☐ **Business** ☐ **Either** (please check one)

Please identify only those areas where you would like to serve, in order of preference.
(1 being the most desired)

___	Board of Adjustment	✓	Park Board
___	Clinton Regional Airport Board	___	Personnel Board
___	Cemetery Board	___	Planning Commission
___	Enhanced Enterprise Zone Board	___	Clinton Tourism Commission
___	Historic Preservation Commission	___	Tree Board
___	Clinton Housing Authority Board		

Please briefly describe why you would like to be appointed to serve the community.
I have a background in Parks and Rec activities and have been involved for years.

[signature] May 29, 2020

Signature ***Date***

(For office use only)
Date Received: _____
Date Distributed: _____
Distributed To: _____

Date Appointed: _____
Term Expires: _____
Notification Letter Mailed: _____
Date Entered Into Database: _____

03/2012

Microsoft word/VBCCA/Approved by City Council 4/3/2012

Bill No. 2020-10

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF CLINTON REGARDING AN AGREEMENT BETWEEN THE CITY OF CLINTON AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CORONAVIRUS AID RELIEF AND ECONOMIC SECURITY ACT (CARES ACT) GRANT FUNDING FOR ATS.

WHEREAS, federal funding for public transportation programs has been made available through the CARES Act;

WHEREAS, the City of Clinton applied to the Commission for a CARES grant; and

BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF CLINTON, MISSOURI AS FOLLOWS:

1. The ATS Project Manager is authorized to execute all required documents for the CARES Act funding in the amount of Two-hundred two-thousand seven- hundred sixty dollars and zero cents ($202,760.00).
2. This ordinance shall be in full force and effect from and after the date of its passage and approval.

Read the first time this _____ day of _____, 2020.

Read a second time and passed this _____day of _____, 2020.

_____
Greg Lowe, President

Approved this ____ day of _____, 2020

_____
Greg Lowe, Mayor

ATTEST:

Ayes_____

_____
Wendee Seaton, City Clerk

Nays_____

Absent/Not Voting_____

DocuSign Envelope ID: DCD64CB8-2CE0-4BA9-8777-3B3A07E2FB2E

CCO Form: MO94
Approved: 04/20 (MWH)
Revised:
Modified:

Project No. MO-2020-010-00

CFDA Number: CFDA #20.509
CFDA Title: CARES Act Formula Grants for Other Than Urbanized Areas
Federal Agency: Federal Transit Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
RURAL AREA PUBLIC TRANSPORTATION
FINANCIAL ASSISTANCE GRANT AGREEMENT

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Clinton (hereinafter, "Grantee").

WITNESSETH:

WHEREAS, the Grantee has applied to the Commission for a grant of funds made available to the Commission under 49 United States Code (hereinafter, "USC") 5311 (hereinafter, "5311"), to defray a portion of the costs of a general public transportation project carried out by the Grantee; and pursuant to the Coronavirus Aid Relief, and Economic Security Act under PL 116-136 March 27, 2020 (hereinafter, "CARES Act") for "Transit Infrastructure Grants" to prevent, prepare for, and respond to coronavirus; and

WHEREAS, pursuant to Truly Agreed to and Finally Passed House Bill 4 of the 96th General Assembly, 1st Regular Session, the CARES Act and any subsequent annual appropriations bills, additional public funds are available for programs to support public transit systems, and the Commission is authorized by law to reimburse these public transit systems with these public funds; and

WHEREAS, the Commission has awarded funds available pursuant to Truly Agreed to and Finally Passed House Bill 4, 96th General Assembly, 1st Regular Session, the CARES Act, and any subsequent annual appropriations bills to the Grantee with the understanding that such funds will be used for projects pursuant to this Agreement for the purposes specified in the Grantee's application for 5311 assistance (Appendix A, which is attached hereto and incorporated herein by this reference).

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

(1) PURPOSE AND SOURCE OF FUNDS: The purpose of this Agreement is to assist the Grantee in financing the project's expenses that are eligible for federal

financial assistance.

(A) Net Operating Cost: Net operating cost is the total cost of operation less revenues received from the service provided. Such net operating cost is estimated to be the amount determined from the Grantee's projected operating budget (Appendix B, which is attached hereto and incorporated herein by this reference).

(B) Capital Assistance and Non-Operating Cost: Non-operating costs are project administrative expenses incurred by the Grantee (Appendix B).

(C) The Commission will make a grant from available federal CARES Act funds in the amount of one hundred percent (100%) of capital and non-operating costs and net operating cost in a manner consistent with the administrative rules of the United States Department of Transportation (hereinafter, "USDOT") as contained in the Federal Transit Administration (hereinafter, "FTA") Circular C 9040.1G dated October 24, 2014, and any other regulations pursuant to the Federal Transit Act, as amended and the CARES Act of 2020. Reimbursement of capital and non-operating costs will be determined based upon available funding.

(2) SCOPE OF WORK AND BUDGET: The Grantee will undertake and complete the project specified in the approved project application and budget (Appendixes A and B).

(3) USE OF PROJECT FACILITIES AND EQUIPMENT:

(A) The project facilities and equipment shall be used to provide general public mass transportation service within the Grantee's transportation service area, substantially as described in the project description (Appendix A).

(B) The Grantee agrees to observe the property management standards as set forth in Office of Management and Budget Title 2 Code of Federal Regulations (hereinafter "CFR") Part 200, as now or hereafter amended in order to protect the interest of the USDOT.

(C) Exceptions to the requirements of paragraph (3) (B) of this Agreement must be specifically approved by the Commission.

(D) If during the grant period, any project facilities/equipment are not used in mass transportation service, whether by planned withdrawal or casualty loss, the Grantee shall immediately notify the Commission and shall remit to the Commission a proportional amount of the fair market value, if any, of the property, which shall be determined on the basis of the ratio of the grant made by the Commission to the actual cost of the project.

(E) Fair market value shall be deemed to be the value of the property as determined by competent appraisal at the time of such withdrawal from use or

misuse, or the net proceeds from public sale, whichever is approved by the Commission.

(F) In the event of loss due to casualty or fire, the damages paid by the insurance carrier or payable from the self-insured reserve account shall be considered fair market value. In no event is salvage value to be considered fair market value.

(G) The Grantee shall keep satisfactory records with regard to the use of the property and submit to the Commission upon request such information as is required in order to assure compliance with this section and shall immediately notify the Commission in all cases in which project facilities/equipment are used in a manner substantially different from that described in the project description.

(H) The Grantee shall maintain in amount and form satisfactory to the Commission such insurance as will be adequate to protect project facilities/equipment throughout the period of required use.

(I) The Grantee shall also submit to the Commission at the beginning of each calendar year during such period, a certification that the project facilities/equipment are still being used in accordance with the terms of paragraph (3) of this Agreement and that no part of the local contribution to this cost of the project has been refunded or reduced, except as authorized above.

(4) PROJECT TIME: The project time is January 20, 2020 to April 1, 2024.

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

(6) LABOR PROTECTION:

(A) The Grantee agrees to accept and abide by the terms and conditions of 49 USC 5333(b), as amended, (hereinafter, "5333(b)"), absent a waiver by the United States Department of Labor.

(B) The Grantee agrees that it is the exclusive party responsible under the terms of the special 5333(b) warranty and that the State of Missouri, acting through the Commission, assumes no obligation under the terms of the special 5333(b) warranty.

(C) The Grantee shall be solely financially responsible for the application of the conditions of 5333(b).

(7) AUDITS, INSPECTION AND RETENTION OF RECORDS: The Commission and the USDOT, or any of their representatives, shall have full access to and the right to examine, during normal business hours and as often as the Commission or the USDOT deems necessary at no charge to the Commission and/or its designees

or representatives, all of the Grantee's records with respect to all matters covered by this Agreement. Such representatives shall be permitted to audit under the guidelines of 2 CFR Part 200, examine and make excerpts or transcripts from such records and other matters covered by this Agreement. Such rights shall last for three years beyond the longer of the following periods: (a) the period during which any property acquired with funds provided pursuant to this Agreement is used for purposes for which the federal financial assistance is extended, or for another purpose involving the provisions of similar services or benefits; or (b) the period during which the Grantee retains ownership or possession of such property; or (c) the end of the project time period specified in paragraph (4). All documents, accounting records and other material pertaining to costs incurred in connection with the project shall be retained by the Grantee for three years from the date of final payment to facilitate any audits or inspections.

(8) PROPERTY MANAGEMENT STANDARDS: The Grantee's services rendered and reimbursable expenses incurred shall be those allowable under 2 CFR Part 200.

(9) REPORTS: The Grantee shall advise the Commission regarding the progress of the projects at such times and in such a manner as the Commission may require, including, but not limited to, meetings and interim reports.

(10) INSURANCE: The Grantee shall maintain in amount and form satisfactory to the Commission such insurance as will be adequate to protect it in case of accident. If permitted by law, the Grantee may maintain a self-insurance program in lieu of purchasing insurance coverage. The Grantee shall verify compliance with this section by submitting a copy of its certificate of insurance, or if self-insured, a copy of its self-insurance plan.

(11) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Grantee shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Grantee's wrongful or negligent performance of its obligations under this Agreement.

(B) The Grantee will require any contractor procured by the Grantee to work under this Agreement to carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($500,000 per claimant and $3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(12) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the Grantee agrees as follows:

(A) Civil Rights Statutes: The Grantee shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC 2000d and 2000e, *et seq.*), as well as any applicable titles of the Americans with Disabilities Act (42 USC 12101, *et seq.*). In addition, if the Grantee is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Grantee shall comply with the administrative rules of the USDOT relative to nondiscrimination in federally-assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Grantee shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Grantee shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Grantee. These apply to all solicitations either by competitive bidding or negotiation made by the Grantee for work to be performed under a subcontract, including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Grantee of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The Grantee shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Grantee is in the exclusive possession of another who fails or refuses to furnish this information, the Grantee shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Grantee fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

1. Withholding of payments under this Agreement until the Grantee complies; and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Grantee shall include the provisions of paragraph (12) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Grantee will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Grantee becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

(13) SECTION 504 ASSURANCES AND THE AMERICANS WITH DISABILITIES ACT OF 1990: The Grantee shall comply with all the requirements imposed by the USDOT regulations implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990 (and any subsequent amendments thereto) set forth in 49 CFR Subtitle A, Parts 27, 37, and 38, as well as all applicable regulations and directives issued pursuant thereto by other Federal Departments or agencies.

(14) DISADVANTAGED BUSINESS ENTERPRISE: The Grantee agrees to either prepare and submit for Commission approval a Disadvantaged Business Enterprise plan as defined in 49 CFR Subtitle A, Part 26 or to be included in the Commission's Disadvantaged Business Enterprise goals. Should the Grantee opt to be included in the Commission's Disadvantaged Business Enterprise goals, the Grantee will submit semi-annual reports to the Commission documenting its compliance with the Commission's goals.

(15) INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

(16) CHARTER AND SCHOOL BUS PROVISIONS:

(A) Charter Service Operations: The Grantee shall comply with 49 USC 5323(d) and 49 CFR Subtitle B, Part 604, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter service using

federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions of 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

(B) School Bus Operations: The Grantee shall comply with 49 USC 5323(f) and 49 C.F.R. Subtitle B, Part 605, which provides that recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators, unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, the Grantee may not use federally funded equipment, vehicle, or facilities.

(17) REIMBURSEMENT: The Commission, using funds made available from the grant made to it by the USDOT, shall reimburse the Grantee for 100% of the actual net operating cost described in paragraph (1) of this Agreement; provided, however, in no event shall the total amount reimbursed by the Commission for net operating cost exceed the maximum federal share of $202,760.00.

(18) PAYMENT: Progress payments, based upon actual allowable operating and non-operating costs, for not less than one (1) month may be made upon receipt of an itemized invoice from the Grantee. The itemized invoice shall be reviewed by the Commission prior to payment.

(19) REIMBURSEMENT CONDITIONS: Reimbursement by the Commission is subject to the following conditions:

(A) Funds made available to the Commission and Grantee are subject to appropriations made by the General Assembly. The maximum Commission payment on any monthly or quarterly request and in the aggregate, when added to federal operating assistance funds available and applied to the same operating period, shall not cause the total of state and federal operating assistance to exceed the amount of operating assistance for which Grantee would have qualified in federal funds had additional federal funds been available.

(B) Financial summaries submitted to the Commission must include a certification that costs have been incurred in the performance of this Agreement and a record of the actual costs.

(C) Reimbursement will be made by the Commission on an incremental basis. Reimbursement is subject to approval by the Commission. All requisition forms shall be in an appropriate format approved by the Commission.

(D) Requisitions requesting reimbursement for operating expenses and for non-operating expenses shall be in accordance with the approved project operating budget (Appendix B).

(E) The Grantee shall not be reimbursed for any expenses incurred

prior to or after the project period. Post audit activities will be conducted by the Commission.

(20) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Grantee and the Commission.

(21) SUBCONTRACTS: None of the project activities described in Appendixes A or B shall be subcontracted without the prior written consent of the Commission. All subcontracts shall be subject to the terms and conditions of this Agreement. The Grantee, however, shall remain responsible for the proper completion of the project notwithstanding any subcontract.

(22) TERMINATION: This Agreement may be terminated upon any of the following conditions:

(A) If, for any cause, the Grantee shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements, or stipulations contained herein, the Commission shall have the right to terminate this Agreement if such default or violation is not corrected within twenty (20) days after written notice is sent to the Grantee describing such default or violation.

(B) The Commission may terminate this Agreement without recourse in the event that, for any reason, federal funds and/or state funds are not appropriated, allotted, or available to the Commission for the purpose of meeting the Commission's obligation hereunder. The Commission will provide written notice of such termination to the Grantee at least five (5) days prior to the effective date of termination.

(C) Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least forty-five (45) days in advance of such termination date.

(23) STATEMENT OF REVENUE AND EXPENDITURES: The Grantee agrees that a statement of revenue and expenditures, based on actual figures, will be submitted with each invoice in a format approved by the Commission upon completion of the project. The Grantee shall provide the Commission with a final invoice indicating the detailed costs, revenues and actual operating loss, when applicable, to the 5311 grant. Upon receipt of the final invoice, an audit will be performed by the Commission.

(24) SOURCE OF COMMISSION FUNDS: The obligation of the Commission for financial assistance in the project is contingent upon this Agreement being approved by the FTA and the USDOT, and upon federal funds being allocated to, and approved, for the project.

(25) LACK OF WAIVER: In no event shall payment of grant funds to the Grantee by the Commission constitute or be construed as a waiver by the Commission

of any breach of covenants, or any default which may exist on the part of the Grantee, and the making of any such payment by the Commission while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission with respect to such breach or default.

(26) SECURITY: The Grantee agrees that upon purchase with funds provided under this Agreement of any equipment for which a title certificate may be obtained or is required under the laws of Missouri that the Grantee shall execute such documents as may be necessary to protect and secure a lien upon such equipment in favor of the Commission. Any and all fees required to be paid to secure and maintain said lien shall be paid by the Grantee.

(27) CONTRACTS FOR PROVIDERS OF TRANSIT SERVICE: The Commission reserves the right to review and concur in the Grantee's specifications and advertisements for transit and professional services contracts prior to submission to prospective bidders. The Commission will concur in award of bid by the Grantee prior to the execution of this Agreement between the Grantee and any bidder.

(28) BUY AMERICA: The Grantee agrees to abide by the provisions of the Buy America requirements of 49 CFR Subtitle B, Part 661.

(29) COMMISSION REPRESENTATIVE: The Commission's Chief Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

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

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

(32) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(33) NONSOLICITATION: The Grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Grantee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent

fee.

(34) 5311 STATE MANAGEMENT PLAN: The Grantee agrees to the terms and conditions of the Missouri Department of Transportation's 5311 State Management Plan incorporated herein by reference.

(35) CONFIDENTIALITY: The Grantee shall not disclose to third parties confidential factual matters provided by the Commission except as may be required by statute, ordinance, or order of court, or as authorized by the Commission. The Grantee shall notify the Commission immediately of any request for such information.

(36) DRUG AND ALCOHOL TESTING: The Grantee agrees to: (1) establish a drug and alcohol testing program under 40 USC 5331; and (2) annually certify that Grantee is in compliance with 49 CFR Subtitle A, Part 40 and 49 CFR Subtitle B, Part 655 mandating drug and alcohol testing. Compliance with these regulations is a condition of receipt of FTA funds. In the event the Commission agrees to subsidize the cost of such testing, the Commission does not agree to accept liability for damages or injury caused to Grantee, Grantee's agent or third parties. Grantee agrees to indemnify and hold the Commission harmless for damages and injuries resulting from actions of the Grantee and Grantee's agents.

(37) RESTRICTION ON LOBBYING: The Grantee agrees to abide with the requirements of 31 USC 1352.

(38) ENERGY CONSERVATION: The Grantee agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6321 *et seq.*).

(39) FEDERAL CHANGES: The Grantee shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the most recently issued FTA Master Agreement, as they may be amended or promulgated from time to time during the term of this Agreement. The Grantee's failure to comply shall constitute a material breach of this Agreement.

(40) CLEAN AIR: The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 *et seq.* The Grantee shall ensure that its contractor will report each violation to the Grantee. The Grantee will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (hereinafter, "EPA") Regional Office. The Grantee also agrees to include these requirements in each contract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

(41) NO OBLIGATION BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION: The Grantee acknowledges and agrees that, notwithstanding any concurrence by the USDOT in or approval of the solicitation or award of the underlying

contract, absent the express written consent by the USDOT, the USDOT is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Grantee or any other party pertaining to any matter resulting from the Agreement. The Grantee agrees that it will ensure that the contractor will include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(42) CLEAN WATER: The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 *et. seq*. The Grantee will require its contractor to report each violation to the Grantee and understands and agrees that the Grantee will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Grantee agrees that it will ensure that the contractor will agree to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

(43) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:

(A) The Grantee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 *et seq.* and USDOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Subtitle A, Part 31, apply to its actions pertaining to this Project. The Grantee shall ensure that the contractor will certify or affirm the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract of the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Grantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the USDOT reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Grantee to the extent the USDOT deems appropriate.

(B) The Grantee also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the USDOT under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC 5311, the Government reserves the right to impose the penalties of 18 USC 1001 on the Grantee, to the extent the USDOT deems appropriate.

(C) The Grantee agrees to include the above two clauses in each of its contracts financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the contractor or subcontractor who will be subject to the provisions.

(44) PRIVACY ACT:

(1) The Grantee agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 USC 552a. Among other things, the Grantee agrees to obtain the express consent of the USDOT before the Grantee or its employees operate a system of records on behalf of the USDOT. The Grantee understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the Agreement.

(2) The Grantee also agrees to include these requirements in each of its contracts to administer any system of records on behalf of the USDOT financed in whole or in part with Federal assistance provided by FTA.

(45) STATE AND LOCAL LAW DISCLAIMER: The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on State law, and that before the suggested clauses are used in the Grantee's procurement documents, the Grantee should consult with their local attorney.

(46) INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS: The preceding provisions include, in part, certain Standard Terms and Conditions required by the USDOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the USDOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Grantee shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause the Grantee to be in violation of the FTA terms and conditions in FTA Circular 4220.1F.

(47) AUDIT REQUIREMENTS: If the Grantee expends seven hundred fifty thousand dollars ($750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the Grantee expends less than seven hundred fifty thousand dollars ($750,000) a year, the Grantee may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(48) GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT): The Grantee agrees to comply with the requirements of the *Certification of Primary and Lower-Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion* as submitted with the grant application.

(49) COMPLIANCE WITH SECTION VII OF FEDERAL TRANSIT ADMINISTRATION NATIONAL INTELLIGENT TRANSPORTATION SYSTEM

ARCHITECTURE POLICY ON TRANSIT PROJECTS: In compliance with Section VII of "FTA National Intelligent Transportation System Architecture Policy on Transit Projects" at 66 FR 1459, January 8, 2001, in the course of implementing an Intelligent Transportation System project, the Grantee assures it will comply, and require any third party contractor to comply, with all applicable requirements imposed by Section V and Section VI of that notice.

(50) DRUG-FREE WORKPLACE: The Grantee agrees to maintain a drug-free workplace for all employees and to have an anti-drug policy and awareness program in accordance with the Drug-Free Workplace Act of 1988 (41 USC 701 *et seq.*), as amended, and 49 CFR Part 32.

(51) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The Grantee shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

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

Executed by Grantee on _____(DATE).

Executed by the Commission on _____(DATE).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By_____

Title_____

Attest:

By_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF CLINTON

By _____

Title _____

Attest:

By_____

Title _____

Approved as to Form:

_____
Counsel

Ordinance No. _____
(if applicable)

DocuSign Envelope ID: DCD64CB8-2CE0-4BA9-8777-3B3A07E2FB2E

APPENDIX - A

APPLICATION FOR SECTION 5311 ASSISTANCE
PROJECT START DATE: JANUARY 20, 2020

Date: APRIL 15, 2020

Applicant's Name: City of Clinton **Contact Person:** Chuck Bailey
Area Transportation Service

Street Address: 105 East Ohio
Clinton, MO 64735

County: Henry **Phone:** 660-885-6121
Fax: 660-885-2023

E-mail Address: cbailey@cityofclintonmo.com

Coutny: Henry **U.S. Congressional District: MO 4**
MO Senate District: 31 **Mo Representative District:** 120

General description of project:
Funding is being requested to fund the systems operations. A total of approximately 21,500 annual one-way trips are anticipated during this proposed project period.

Proposed Capital Funding:

State	$ -0-
Federal	$ -0-
Local	$ -0-
TOTAL	$ -0-

Proposed Operating Funding:

Fares	$0
Federal	$202,760
Local	$0
TOTAL	$202,760

Chuck Bailey-Project Manager

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APPENDIX - B

PROJECTED OPERATING BUDGET

ATTACHMENT C

PROJECT START PERIOD: JANUARY 20, 2020

TOTAL EXPENSES

Administrative costs to be reimbursed at 80%				
503.03	Drug & Alcohol testing	$800.00		
503.03	Physicals	$100.00		
506.01	Insurance	$7,500.00		
506.02	Director's Liability Insurance	$200.00		
506.03	Insurance Facilities	$750.00		
506.04	Other Insurance	$1,000.00		
	Total 80% Expenses		$10,350.00	
Administrative costs to be reimbursed at 50%				
501.00	Project Manager's Salary	$6,500.00		
501.00	Secretary/Bookkeeper	$5,000.00		
502.01	Manager-Fringe	$514.00		
502.01	Secretary-Fringe	$315.00		
502.02	Health Insurance	$1,050.00		
502.03	Unemployment	$0.00		
502.04	Worker's Compensation	$1,200.00		
502.08	Lagers Retirement	$792.00		
503.08	Professional/Technical Services	$600.00		
505.00	Building Utilities	$750.00		
505.02	Telephone	$1,300.00		
509.01	Memberships	$0.00		
509.02	Travel(mileage)	$300.00		
509.03	Office Supplies	$2,800.00		
514.01	Public Hearing Notices	$200.00		
514.02	Marketing/Advertising	$200.00		
	Total 50% Expenses		$21,521.00	
Total Administrative Expenses				$31,871.00
Operating Costs to be reimbursed at 50%				
501.01	Driver Salaries	$86,500.00		
501.03	Dispatcher	$20,525.00		
502.01	Drivers-Fringe	$6,500.00		
502.01	Dispatcher-Fringe	$1,073.00		
502.02	Health Insurance	$9,000.00		
502.03	Unemployment	$200.00		
502.04	Worker's Compensation	$13,120.00		
502.08	Lagers Retirement	$4,900.00		

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PROJECTED OPERATING BUDGET

ATTACHMENT C

Maintenance (Labor and Parts)			
504.01 Fuel and Oil	$15,480.00		
504.02 Tires and Tubes	$2,000.00		
504.04 Vehicle Repairs	$9,766.00		
509.04 Postage	$25.00		
512.01 Facility rental	$1,800.00		
Total Operating Expenses		$170,889.00	

Total Expenses (amount shown on application page)	$202,760.00
Less Expenses to be reimbursed at 80%	$0.00
Total Expenses to be reimbursed at up to 50%	$0.00

Calculation of Funding Request

		EXPENSE	FUNDING REQUEST
Expenses to be reimbursed at 80%			
Expenses to be reimbursed at up to 50%			
Less ineligible expenses		$0.00	
Less fares		$0.00	
Net eligible expenses		$0.00	
Revenues/Local match available	$0.00		
Less match for 80% expenses	$0.00		
Net revenues/Local match		$0.00	
Net Deficit			$202,760.00
Section 5311 Funding Request			$202,760.00

Revenue/Local Match		
AAA	$0.00	
General Funds	$0.00	
Sheltered Workshop	$0.00	
State Transit	$0.00	
County	$0.00	
United Way	$0.00	
Medicaid	$0.00	
		$0.00

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BILL NO. 2020-05

ORDINANCE NO. 4027

AN ORDINANCE AUTHORIZING AN OPERATING APPLICATION FOR OPERATING ASSISTANCE ON BEHALF OF THE CITY OF CLINTON, A MUNICIPAL CORPORATION, WITH THE MISSOURI DEPARTMENT OF TRANSPORTATION TO AID IN THE FINANCING OF A PUBLIC TRANSPORTATION SYSTEM.

WHEREAS, the Missouri Department of Transportation is authorized to make operating assistance grants for general public transportation projects; and,

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of the project costs; and,

WHEREAS, it is the goal of the applicant to provide the best transit system that can be provided with the money available.

NOW, THEREFORE, be it resolved by the City of Clinton as follows:

1. That the Project Manager is authorized to execute and file a capital and/or operating application for operating assistance on behalf of the City of Clinton, a municipal corporation, with the Missouri Department of Transportation to aid in the financing of a public transportation system.

2. That the Project Manager is authorized to furnish such additional information as the Missouri Department of Transportation may require in connection with the application or the project.

3. That the Project Manager is authorized to execute grant agreements on behalf of the City of Clinton with the Missouri Highways and Transportation Commission for operating and/or capital funding under the Section 5311 Non-urban Transportation Assistance Program or the Section 5309 Capital Program.

This ordinance shall become effective immediately upon its passage and approval as provided by law.

Read the first time this 18th day of February, 2020.

Read a second time and passed this 3rd day of March, 2020.

Greg Lowe, Presiding Officer

ATTEST:

Ayes 8
Nays -
Absent -

Wendee Seaton, City Clerk

Greg Lowe, Mayor

RESOLUTION NO. 09-2020

A RESOLUTION OF THE CITY OF CLINTON APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF CLINTON, MISSOURI AND HENRY COUNTY, MISSOURI FOR COVID-19 FUNDING.

WHEREAS, the County is the designated dispenser of $2,560,391.00 in CARES Act funding; and

WHEREAS, the City of Clinton is a qualifying local governmental entity within the boundaries of the County;

NOW THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF CLINTON, MISSOURI AS FOLLOWS:

Section 1. The Agreement (attached) is approved.

Section 2. The Mayor of Clinton is hereby authorized to execute said Agreement on behalf of the City of Clinton.

Read and passed this _____day of June, 2020.

_____
Greg Lowe, Mayor

ATTEST

_____
Wendee Seaton, City Clerk

INTERGOVERNMENTAL AGREEMENT
COVID-19 FUNDING

This Intergovernmental Agreement is entered between Henry County, Missouri (hereafter "County") and _____, (hereafter "Provider") for the purposes of providing COVID-19 funding available under the CARES Act for eligible reimbursable expenses incurred by Provider from and after the date this Agreement is properly adopted by the parties through December 30, 2020.

WHEREAS, the County is the designated dispenser of COVID-19 funding under the state supervision of the Missouri State Treasurer; and

WHEREAS, the parties have the ability to enter into intergovernmental agreements pursuant to Section 70.220 RSMo and the Missouri Constitution; and

WHEREAS, parties entering into intergovernmental agreements with the County are governed by Section 432.070 RSMo; and

WHEREAS, federal and state laws and guidelines prescribe the criteria and conditions governing the distribution of COVID-19 funds by the County; and

WHEREAS, federal and state laws and guidelines prescribe the criteria and conditions for which COVID-19 funds may be granted to local governmental entities such as Provider; and

WHEREAS, the County Commission has adopted a uniform plan for requesting and being granted the limited available COVID-19 funds to local governmental entities within the boundaries of the County:

NOW THEREFORE, the parties hereto agree to the following provisions as the applicable intergovernmental agreement for the providing of COVID-19 funds by the County:

Section 1. This is the sole agreement between the parties related to COVID-19 funding for eligible reimbursable expenses incurred by Provider as determined by the County as meeting the federal and state laws and guidelines prescribing the criteria and conditions and the County's requirements governing the distribution of COVID-19 funds.

Section 2. To apply for COVID-19 funds, the Provider shall submit the County adopted application form in a timely manner, with the last submission due no later than December 15, 2020. A copy of the application form is attached to this Agreement.

Section 3. To obtain funds, the Provider may only seek funding that is permitted for reimbursement meeting the federal and state laws and guidelines prescribing the criteria and conditions governing the distribution of COVID-19 funds and the County's requirements.

Section 4. The application for funds shall include a description of the services and materials purchased by the Provider and the cost of such items along with a receipt for the payment of the items obtained.

Section 5. The reimbursement shall only be available for eligible reimbursable expenses incurred by the Provider from March 1, 2020 through December 30, 2020.

Section 6. The Provider acknowledges that the funds available from the County are limited in amount and that not all eligible reimbursable expenses will be funded for reimbursement.

Section 7. The Provider acknowledges that the County Commission's uniform plan for requesting and being granted the limited available COVID-19 funds sets out an equitable basis for distribution of the funds among the requesting Providers. The Provider agrees to accept the County's uniform plan as a part of this Agreement.

Section 8. If the Provider seeks reimbursement for funding for services provided by a third party provider under supervision of the Provider, Provider will obtain and submit the proof of eligible reimbursements to such third party as if the third party provider was seeking direct reimbursement from the County.

Section 9. The Provider agrees that it will accept the County's determination of amounts to be funded based on the Provider's properly submitted application and supporting documentation.

Section 10. The Provider agrees that if the County's payment of amounts to the Provider that are ultimately determined to be ineligible by the Missouri State Treasurer or other superintending official for reimbursement, the Provider will refund the ineligible amounts to the County upon demand of the County.

Section 11. The County designates the County Clerk, Rick Watson as the coordinator of the COVID-19 funding program for the County, and such official shall make the determination of eligibility and reimbursable amounts under the designated criteria specified herein.

Section 12. If the Provider disagrees with a denial of any requested funds, the Provider may appeal the decision to the County Commission in writing within five (5) business days of the denial. Such appeal shall set out the rationale for the appeal.

Section 13. The Provider agrees to hold the County and its agents harmless from any and all liability arising out of the administration of the COVID-19 funding program by the County.

Section 14. The parties acknowledge that each has the authority to enter into this Agreement and that each has taken the appropriate action of its governing body to enter into this

Agreement and to authorize the signing of same by the designated official representing the respective parties.

The governing body of the undersigned entity adopted this Agreement and authorized the signing official to sign this Agreement in a properly called meeting, a quorum being present, by a majority of the voting members of the entity on the _____ day of _____, 2020.

_____

Authorized Signatory for the Provider & Title

ATTEST:

_____

Clerk or Secretary of the Provider

The County Commission adopted this Agreement and authorized the signing official to sign the Agreement in a properly called meeting, a quorum being present, by a majority of the Commissioners on the _____ day of _____, 2020.

_____

Presiding Commissioner

ATTEST:

_____

County Clerk

County Application for CARES Act Reimbursement

Entity Name:	
Remit Address:	
Contact and Title:	
Contact Phone Number:	
Contact Email:	
Federal Tax ID:	

Certification

I, the undersigned, being _____, and being first sworn under oath certify that the requested reimbursements:

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and

2. That such expenditures were not accounted for in the budget most recently approved as of _____, 2020 (the date of enactment of the CARES Act) for the State or government; and

3. That such expenditures were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020; and

4. That such expenditures meet the conditions and criteria as agreed in the Intergovernmental Agreement with the County; and

5. That such expenditures are not being reimbursed from any other source except as submitted in this Application.

I further understand that:

The following is a list of examples of costs that are *not* eligible reimbursement expenditures of payments from the COVID-19 Fund and under the Intergovernmental Agreement with the County:

1. Expenses for the State share of Medicaid.

2. Damages covered by insurance.

3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.

5. Reimbursement to donors for donated items or services.

6. Workforce bonuses other than hazard pay or overtime.

7. Severance pay.

8. Legal settlements.

Signed: _____ Date: _____

The above-signed person known to me being first sworn executed this document under oath on this _____ day of _____, 2020.

Instructions for Submitting Reimbursement Requests

- Complete attached spreadsheets to describe all of your entity's reimbursable costs with associated supporting documentation.
- Submit detailed invoices proving those costs to:

County Name:	Henry County, Missouri
County Address:	Rick Watson, County Clerk 100 W Franklin St Clinton MO 64735

- Points of contact to email or call:

HENRY CONTACT INFORMATION

County Name:	Henry County, Missouri
County Address:	100 W Franklin St Clinton MO 64735
Contact/Title:	Rick Watson, County Clerk
Telephone:	660-885-7204
Facsimile:	660-890-2963
Email:	henrycoclerk1@yahoo.com

- The County will then process your eligible invoices through the County Treasurer issued payment as set out in the Intergovernmental Agreement.
- Payment will be by check.
- Please attach your most recent Form W-9.

Eligible Reimbursable Expenditures under the CARES Act

1. Medical Expenses such as:
   a. COVID-19-related expenses of public hospitals, clinics, and similar facilities.
   b. Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
   c. Costs of providing COVID-19 testing, including serological testing.
   d. Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
   e. Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public Health Expenses such as:
   a. Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
   b. Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers,

social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.

c. Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
d. Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
e. Expenses for public safety measures undertaken in response to COVID-19.
f. Expenses for quarantining individuals.

3. Payroll Expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID19 public health emergency.

4. Compliance Expenses for actions to facilitate compliance with COVID-19-related public health measures, such as:

   a. Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
   b. Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
   c. Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
   d. Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
   e. COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
   f. Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.

5. Economic Support Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:

   a. Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
   b. Expenditures related to a State, territorial, local, or Tribal government payroll support program.
   c. Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

6. Other COVID-19 Related Expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria and the provisions of the Intergovernmental Agreement with the County.

City of Clinton MISSOURI

TO: Mayor and Council members

FROM: Christy Maggi CM
City Administrator

DATE: May 29, 2020

REF: HB 1854
Public safety tax

As I am sure most of you are aware, the state legislature approved HB 1854, a piece of legislation relating to political subdivisions. Included in HB 1854 (selected pgs. attached), which addresses many topics, are amendments to RSMo 94.902. Of special interest to us are the following amendments: 1) to allow the City of Clinton to submit to voters the question of the imposition of a public safety sales tax and 2) that the election be held no earlier than the 2022 general election. This bill was delivered to the Governor on 5/27. It has yet to be signed.

Given the time line established by HB 1854, the earliest that the City could expect to receive any revenue from a public safety tax would be May 2023, or in about 3 years. This is, of course, contingent on the Governor signing the bill, the Council placing the question of a public safety tax on the November 2022 ballot and voters approving the tax.

Public Safety Chair Carla Moberly recently visited with me about HB 1854. She said that the legislation will certainly be a part of the discussion regarding public safety budgets when holding FY 20-21 budget work sessions this summer.

105 E. Ohio Street, Clinton, Missouri 64735-2131
(660) 885-6121 Fax: (660) 885-2023

SECOND REGULAR SESSION

[TRULY AGREED TO AND FINALLY PASSED]

SENATE SUBSTITUTE NO. 2 FOR

SENATE COMMITTEE SUBSTITUTE FOR

HOUSE COMMITTEE SUBSTITUTE FOR

HOUSE BILL NO. 1854

100TH GENERAL ASSEMBLY

3153S.07T 2020

AN ACT

To repeal sections 29.230, 36.155, 50.166, 50.327, 54.140, 59.021, 59.100, 64.805, 67.730, 67.1360, 67.1545, 94.838, 94.900, 94.902, 105.145, 115.127, 115.621, 115.646, 137.180, 138.434, 144.757, 205.202, 238.207, 238.235, 238.237, 321.015, 321.190, 321.300, 321.552, 321.603, 506.384, 610.021, 620.2005, and 620.2010, RSMo, and section 49.266 as enacted by senate bill no. 672, ninety-seventh general assembly, second regular session, and section 49.266 as enacted by house bill no. 28, ninety-seventh general assembly, first regular session, and to enact in lieu thereof fifty-two new sections relating to political subdivisions, with penalty provisions.

Be it enacted by the General Assembly of the state of Missouri, as follows:

Section A. Sections 29.230, 36.155, 49.266, 50.166, 50.327, 54.140, 59.021, 59.100,
2 64.805, 67.730, 67.1360, 67.1545, 94.838, 94.900, 94.902, 105.145, 115.127, 115.621, 115.646,
3 137.180, 138.434, 144.757, 205.202, 238.207, 238.235, 238.237, 321.015, 321.190, 321.300,
4 321.552, 321.603, 506.384, 610.021, 620.2005, and 620.2010, RSMo, and section 49.266 as
5 enacted by senate bill no. 672, ninety-seventh general assembly, second regular session, and
6 section 49.266 as enacted by house bill no. 28, ninety-seventh general assembly, first regular
7 session, are repealed and fifty-two new sections enacted in lieu thereof, to be known as sections
8 29.230, 36.155, 37.1090, 37.1091, 37.1092, 37.1093, 37.1094, 37.1095, 37.1096, 37.1097,
9 37.1098, 49.266, 50.166, 50.327, 54.140, 59.021, 59.100, 64.207, 64.805, 67.730, 67.1011,

EXPLANATION — Matter enclosed in bold-faced brackets **[thus]** in the above bill is not enacted and is intended to be omitted from the law. Matter in **bold-face** type in the above bill is proposed language.

90 collected in each city imposing a sales tax pursuant to this section, and the records shall be open
91 to the inspection of officers of the city and the public. Not later than the tenth day of each month
92 the director of [~~the department of~~] revenue shall distribute all moneys deposited in the trust fund
93 during the preceding month to the city which levied the tax; such funds shall be deposited with
94 the city treasurer of each such city, and all expenditures of funds arising from the trust fund shall
95 be by an appropriation act to be enacted by the governing body of each such city. Expenditures
96 may be made from the fund for any functions authorized in the ordinance or order adopted by
97 the governing body submitting the tax to the voters.

98 6. The director of [~~the department of~~] revenue may make refunds from the amounts in
99 the trust fund and credited to any city for erroneous payments and overpayments made, and may
100 redeem dishonored checks and drafts deposited to the credit of such cities. If any city abolishes
101 the tax, the city shall notify the director of [~~the department of~~] revenue of the action at least
102 ninety days prior to the effective date of the repeal and the director of [~~the department of~~]
103 revenue may order retention in the trust fund, for a period of one year, of two percent of the
104 amount collected after receipt of such notice to cover possible refunds or overpayment of the tax
105 and to redeem dishonored checks and drafts deposited to the credit of such accounts. After one
106 year has elapsed after the effective date of abolition of the tax in such city, the director of [~~the~~
107 ~~department of~~] revenue shall remit the balance in the account to the city and close the account
108 of that city. The director of [~~the department of~~] revenue shall notify each city of each instance
109 of any amount refunded or any check redeemed from receipts due the city.

110 7. Except as modified in this section, all provisions of sections 32.085 and 32.087 shall
111 apply to the tax imposed pursuant to this section.

112 **8. The governing body of any city authorized to levy a sales tax pursuant to this**
113 **section, but which was not authorized to levy such sales tax prior to August 28, 2020, shall:**

114 **(1) Submit the question of the imposition of the sales tax to the voters on a general**
115 **election day not earlier than the 2022 general election; and**

116 **(2) Include information on the city's website on the tax rate and the purposes for**
117 **which the tax is levied.**

94.902. 1. The governing bodies of the following cities **or villages** may impose a tax
2 as provided in this section:

3 (1) Any city of the third classification with more than twenty-six thousand three hundred
4 but less than twenty-six thousand seven hundred inhabitants;

5 (2) Any city of the fourth classification with more than thirty thousand three hundred but
6 fewer than thirty thousand seven hundred inhabitants;

7 (3) Any city of the fourth classification with more than twenty-four thousand eight
8 hundred but fewer than twenty-five thousand inhabitants;

9 (4) Any special charter city with more than twenty-nine thousand but fewer than thirty-
10 two thousand inhabitants;
11 (5) Any city of the third classification with more than four thousand but fewer than four
12 thousand five hundred inhabitants and located in any county of the first classification with more
13 than two hundred thousand but fewer than two hundred sixty thousand inhabitants;
14 (6) Any city of the fourth classification with more than nine thousand five hundred but
15 fewer than ten thousand eight hundred inhabitants;
16 (7) Any city of the fourth classification with more than five hundred eighty but fewer
17 than six hundred fifty inhabitants;
18 (8) Any city of the fourth classification with more than two thousand seven hundred but
19 fewer than three thousand inhabitants and located in any county of the first classification with
20 more than eighty-three thousand but fewer than ninety-two thousand inhabitants; [~~or~~]
21 (9) Any city of the fourth classification with more than two thousand four hundred but
22 fewer than two thousand seven hundred inhabitants and located in any county of the third
23 classification without a township form of government and with more than ten thousand but fewer
24 than twelve thousand inhabitants;
25 **(10) Any city of the third classification with more than nine thousand but fewer**
26 **than ten thousand inhabitants and located in any county of the third classification with a**
27 **township form of government and with more than twenty thousand but fewer than twenty-**
28 **three thousand inhabitants;**
29 **(11) Any city of the fourth classification with more than one thousand fifty but**
30 **fewer than one thousand two hundred inhabitants and located in any county of the third**
31 **classification without a township form of government and with more than eighteen**
32 **thousand but fewer than twenty thousand inhabitants and with a city of the fourth**
33 **classification with more than two thousand one hundred but fewer than two thousand four**
34 **hundred inhabitants as the county seat; or**
35 **(12) Any village with more than one thousand three hundred fifty but fewer than**
36 **one thousand five hundred inhabitants and located in any county of the first classification**
37 **with more than two hundred thousand but fewer than two hundred sixty thousand**
38 **inhabitants**.
39 2. The governing body of any city **or village** listed in subsection 1 of this section may
40 impose, by order or ordinance, a sales tax on all retail sales made in the city **or village** which are
41 subject to taxation under chapter 144. The tax authorized in this section may be imposed in an
42 amount of up to one-half of one percent, [~~and~~] **except that a city listed under subdivision (10)**
43 **or (11) of subsection 1 of this section may impose a tax of one-fourth, one-half, three-**
44 **fourths, or one percent. The tax** shall be imposed solely for the purpose of improving the

45 public safety for such city[,] **or village** including, but not limited to, expenditures on equipment,
46 city **or village** employee salaries and benefits, and facilities for police, fire, and emergency
47 medical providers. The tax authorized in this section shall be in addition to all other sales taxes
48 imposed by law, and shall be stated separately from all other charges and taxes. The order or
49 ordinance imposing a sales tax under this section shall not become effective unless the governing
50 body of the city **or village** submits to the voters residing within the city **or village**, at a county
51 or state general, primary, or special election, a proposal to authorize the governing body of the
52 city **or village** to impose a tax under this section.

53 3. The ballot of submission for the tax authorized in this section shall be in substantially
54 the following form:

55 Shall the **(city/village)** of _____ ([~~city's~~] **insert** name) impose a
56 (citywide/**villagewide**) sales tax at a rate of _____ (insert [~~rate of percent~~]
57 **percentage**) percent for the purpose of improving the public safety of the
58 (city/**village**)?

59 ☐ YES ☐ NO

60 If you are in favor of the question, place an "X" in the box opposite "YES". If you
61 are opposed to the question, place an "X" in the box opposite "NO".

62 If a majority of the votes cast on the proposal by the qualified voters voting thereon are in favor
63 of the proposal, then the ordinance or order and any amendments to the order or ordinance shall
64 become effective on the first day of the second calendar quarter after the director of revenue
65 receives notice of the adoption of the sales tax. If a majority of the votes cast on the proposal
66 by the qualified voters voting thereon are opposed to the proposal, then the tax shall not become
67 effective unless the proposal is resubmitted under this section to the qualified voters and such
68 proposal is approved by a majority of the qualified voters voting on the proposal. However, in
69 no event shall a proposal under this section be submitted to the voters sooner than twelve months
70 from the date of the last proposal under this section.

71 4. Any sales tax imposed under this section shall be administered, collected, enforced,
72 and operated as required in section 32.087. All sales taxes collected by the director of the
73 department of revenue under this section on behalf of any city **or village**, less one percent for
74 cost of collection which shall be deposited in the state's general revenue fund after payment of
75 premiums for surety bonds as provided in section 32.087, shall be deposited in a special trust
76 fund, which is hereby created in the state treasury, to be known as the "City Public Safety Sales
77 Tax Trust Fund". The moneys in the trust fund shall not be deemed to be state funds and shall
78 not be commingled with any funds of the state. The provisions of section 33.080 to the contrary
79 notwithstanding, money in this fund shall not be transferred and placed to the credit of the
80 general revenue fund. The director shall keep accurate records of the amount of money in the

81 trust fund and which was collected in each city **or village** imposing a sales tax under this section,
82 and the records shall be open to the inspection of officers of the city **or village** and the public.
83 Not later than the tenth day of each month the director shall distribute all moneys deposited in
84 the trust fund during the preceding month to the city **or village** which levied the tax. Such funds
85 shall be deposited with the city **or village** treasurer of each such city **or village**, and all
86 expenditures of funds arising from the trust fund shall be by an appropriation act to be enacted
87 by the governing body of each such city **or village**. Expenditures may be made from the fund
88 for any functions authorized in the ordinance or order adopted by the governing body submitting
89 the tax to the voters. If the tax is repealed, all funds remaining in the special trust fund shall
90 continue to be used solely for the designated purposes. Any funds in the special trust fund which
91 are not needed for current expenditures shall be invested in the same manner as other funds are
92 invested. Any interest and moneys earned on such investments shall be credited to the fund.

93 5. The director of [~~the department of~~] revenue may authorize the state treasurer to make
94 refunds from the amounts in the trust fund and credited to any city **or village** for erroneous
95 payments and overpayments made, and may redeem dishonored checks and drafts deposited to
96 the credit of such cities **or villages**. If any city **or village** abolishes the tax, the city **or village**
97 shall notify the director of the action at least ninety days before the effective date of the repeal,
98 and the director may order retention in the trust fund, for a period of one year, of two percent of
99 the amount collected after receipt of such notice to cover possible refunds or overpayment of the
100 tax and to redeem dishonored checks and drafts deposited to the credit of such accounts. After
101 one year has elapsed after the effective date of abolition of the tax in such city **or village**, the
102 director shall remit the balance in the account to the city and close the account of that city **or**
103 **village**. The director shall notify each city **or village** of each instance of any amount refunded
104 or any check redeemed from receipts due the city **or village**.

105 6. The governing body of any city **or village** that has adopted the sales tax authorized
106 in this section may submit the question of repeal of the tax to the voters on any date available for
107 elections for the city **or village**. The ballot of submission shall be in substantially the following
108 form:

109 Shall **the city of** _____ [~~(insert the name of the city)~~] repeal the sales tax
110 imposed at a rate of _____ [~~(insert rate of percent)~~] percent for the purpose of
111 improving the public safety of the **(city/village)**?

112 ☐ YES ☐ NO

113 If a majority of the votes cast on the proposal are in favor of repeal, that repeal shall become
114 effective on December thirty-first of the calendar year in which such repeal was approved. If a
115 majority of the votes cast on the question by the qualified voters voting thereon are opposed to
116 the repeal, then the sales tax authorized in this section shall remain effective until the question

117 is resubmitted under this section to the qualified voters, and the repeal is approved by a majority
118 of the qualified voters voting on the question.
119 7. Whenever the governing body of any city **or village** that has adopted the sales tax
120 authorized in this section receives a petition, signed by ten percent of the registered voters of the
121 city **or village** voting in the last gubernatorial election, calling for an election to repeal the sales
122 tax imposed under this section, the governing body shall submit to the voters of the city **or**
123 **village** a proposal to repeal the tax. If a majority of the votes cast on the question by the
124 qualified voters voting thereon are in favor of the repeal, that repeal shall become effective on
125 December thirty-first of the calendar year in which such repeal was approved. If a majority of
126 the votes cast on the question by the qualified voters voting thereon are opposed to the repeal,
127 then the tax shall remain effective until the question is resubmitted under this section to the
128 qualified voters and the repeal is approved by a majority of the qualified voters voting on the
129 question.
130 8. Any sales tax imposed under this section by a city described under subdivision (6) of
131 subsection 1 of this section that is in effect as of December 31, 2038, shall automatically expire.
132 No city described under subdivision (6) of subsection 1 of this section shall collect a sales tax
133 pursuant to this section on or after January 1, 2039. Subsection 7 of this section shall not apply
134 to a sales tax imposed under this section by a city described under subdivision (6) of subsection
135 1 of this section.
136 9. Except as modified in this section, all provisions of sections 32.085 and 32.087 shall
137 apply to the tax imposed under this section.
138 **10. The governing body of any city or village authorized to levy a sales tax pursuant**
139 **to this section, but which was not authorized to levy such sales tax prior to August 28, 2020,**
140 **shall:**
141 **(1) Submit the question of the imposition of the sales tax to the voters on a general**
142 **election day not earlier than the 2022 general election; and**
143 **(2) Include information on the city or village website on the tax rate and the**
144 **purposes for which the tax is levied.**

94.1014. 1. (1) The governing body of any city of the fourth classification with
2 **more than three thousand seven hundred but fewer than four thousand inhabitants and**
3 **located in any county of the first classification with more than one hundred fifty thousand**
4 **but fewer than two hundred thousand inhabitants may impose a tax on the charges for all**
5 **sleeping rooms paid by the transient guests of hotels or motels situated in the city or a**
6 **portion thereof. The tax shall not be more than five percent per occupied room per night.**
7 **(2) The tax shall not become effective unless the governing body of the city, on a**
8 **general election day not earlier than the 2022 general election, submits to the voters of the**

Clinton City Hall Airflow Study
Quote Prepared by Mark Hess
05/28/2020

PROPOSAL

Account Information

Bill To: CITY OF CLINTON

Quote Reference Number: 1-18E721XZ
Project Name: Clinton City Hall Airflow Study
Site: CITY OF CLINTON
105 E OHIO ST
CLINTON MO 64735-2131
Branch Info: JOHNSON CONTROLS KANSAS CITY MO CB - 0N42
Attn: Christy Maggi

Customer Information

Name: Christy Maggi

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval By Johnson Controls, Inc. Milwaukee, WI.
We propose to furnish the materials and/or perform the work below for the net price of: $5,950.00

This proposal is valid through: 06/27/2020

CITY OF CLINTON	**Johnson Controls Inc.**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
PO: _____	

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Proposal Overview

Benefits/Scope of Work:

Airflow investigation and balance in Police Department area of City Hall:
- Measure supply/return airflow via duct traverse and flow hood
- Calculate actual versus recommended OA cfm
- Adjust OA intakes as necessary to minimize latent load
- Investigate strategic placement of electric reheat coils in supply duct to better manage humidity in low temp areas
- Provide recommendations for further measures based upon investigation

Exclusions:

1. Labor or material not specifically described above is excluded from this proposal.
2. Unless otherwise stated, any and all overtime labor is excluded from this proposal.
3. Applicable taxes or special freight charges are excluded from this proposal

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***(IMPORTANT):** This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal Johnson Controls, Inc. (JCI) business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted by Customer, and JCI is authorized to proceed with the work; subject, however, to credit approval by JCI, Milwaukee, Wisconsin.*

TERMS AND CONDITIONS

By accepting this proposal, Customer agrees to be bound by the following terms and conditions:

1. SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JCI, shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Customer agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge JCI for any costs or expenses without JCI's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by JCI and shall not operate to compel JCI to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JCI's express written consent.

2. INVOICE AND PAYMENTS. JCI may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Customer shall pay JCI at the time Customer signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder. Payment is due to JCI upon Customer's receipt of JCI's invoice and shall be paid by Customer within 30 days. Invoicing disputes must be identified by Customer in writing within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution of such dispute. All other amounts remain due within 30 days. Failure to make payments when due will give JCI, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received.

3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. EQUIPMENT WARRANTY. JCI warrants that equipment manufactured or labeled by JCI shall be free from defects in material and workmanship arising from normal usage for a period of one year. Only if JCI installs or furnishes a piece of equipment under this agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.

5. LIMITED WARRANTY. JCI warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity.

6. LIABILITY. To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to you or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) shall be limited to the amounts payable to JCI hereunder.

7. TAXES. The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Customer shall pay, in addition to the stated price, all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Customer with any tax payment certificate upon request and after completion and acceptance of the work.

8. DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond JCI's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Customer, Owner, or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

9. COMPLIANCE WITH LAWS. JCI shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Customer.

10. PRICING; PAYMENT. JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Customer shall pay all invoices when due in accordance with the payment terms provided for herein, and such payment is a condition precedent to JCI's obligation to provide products or perform services hereunder. In issuing any purchase order related to or arising out of this proposal and notwithstanding any language to the contrary therein, Customer acknowledges and agrees that any and all JCI invoices for an amount greater than $25,000 shall be paid via wire transfer, check or money order, and that

Customer shall not make, nor will JCI accept, payment in excess of $25,000 in the form of a credit card, debit card, or other similar payment device.

11. DISPUTES. All disputes involving more than $15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys' fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

12. INSURANCE. Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

13. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

14. CUSTOMER RESPONSIBILITIES. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

15. FORCE MAJEURE. JCI shall not be liable, nor in breach or default of its obligations under this proposal, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this proposal, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under this proposal. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in this proposal due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Purchaser is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

16. OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site.

17. ONE-YEAR CLAIMS LIMITATION. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

18. JCI CONNECTED EQUIPMENT SERVICES. Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist JCI in advising Customer on (and Customer in better understanding) such equipment's health, performance or potential malfunction. If Customer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or JCI discontinues or removes such remote connection. For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your JCI sales representative. If Customer's equipment includes Connected Equipment Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment and a service representative must therefore be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. JCI disclaims any obligation to advise Customer of any possible equipment error or malfunction. Customer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the monitoring of the equipment under Connected Equipment Services.

19. SOFTWARE AND DIGTAL SERVICES. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at https://www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

20. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

21. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.