



**City Council Meeting Agenda**  
**Monday, September 18, 2023 – 6:30 p.m.**  
**City Hall, 200 South Osage, Sedalia MO**

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**MAYOR: ANDREW L. DAWSON**

**MAYOR PRO-TEM: RHIANNON M. FOSTER**

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- A. CALL TO ORDER** – Andrew L. Dawson – Council Chambers
- B. PRAYER & PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. PUBLIC HEARING** – Annexation Petition – Jeff Redford, Managing Member of HelamanDrive, LLC
- E. PROCLAMATION** - Good Neighbor Week (Mayor Dawson)
- F. SERVICE AWARDS**
  - 1. Jilene Streit – Administrative Assistant – Community Development – 10 years of service
- G. SPECIAL AWARDS/RETIREMENT AWARDS** – None
- I. APPROVAL OF PREVIOUS SESSION MINUTES**
  - A.** Council Meeting – September 5, 2023
- II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES**
  - A.** Acceptance of Citizen’s Traffic Advisory Commission minutes dated July 12, 2023
- III. ROLL CALL OF STANDING COMMITTEES**
  - A. FINANCE / ADMINISTRATION** – Chairman Chris Marshall; Vice Chairman Jack Robinson
    - 1. Presentation – FY 2023 Audit Results (William Keepers, Presenters)
    - 2. Presentation – Financial Update (Jessica Pyle, Presenter)
  - B. PUBLIC SAFETY** - Chairman Jack Robinson; Vice Chairman Steve Bloess
    - 1. Budget Amendment – Vehicle Repairs – Sedalia Fire Department - \$14,121.00  
Council Discussion led by Chairman Robinson
    - R** Call for Resolution of the City Council of the City of Sedalia, Missouri, stating facts and reasons for the necessity to amend and increase the City’s Annual Budget for Fiscal Year 2024  
–Mayor Dawson
    - O** Call for Ordinance Amending the Budget for the Fiscal Year 2023-2024 regarding Fire Fleet Engine Repairs – Mayor Dawson
  - C. PUBLIC WORKS** – Chairman Thomas Oldham; Vice Chairman Chris Marshall
    - 1. Easement Agreement – Bountiful Investments, LLC  
Council Discussion led by Chairman Oldham
    - O** Call for Ordinance Authorizing an Easement Agreement for Construction and Maintenance of a Storm Water Detention Basin – Mayor Dawson
    - 2. Service Amendment – Updates to City’s GIS Database – \$31,350.00  
Council Discussion led by Chairman Oldham

Click on any agenda item to view the related documentation

○ Call for Ordinance Authorizing a service agreement for GPS locating and inspecting new water distribution, storm sewer and sanitary sewer assets and updating the City's GIS Database – Mayor Dawson

**3. Budget Amendment and Addition of two positions for Public Works – Program Specialist (\$20,378.76) and Utility Locate Technician (\$24,812.34)**

Council Discussion led by Chairman Oldham

**R** Call for Resolution of the City Council of the City of Sedalia, Missouri, stating facts and reasons for the necessity to amend and increase the City's Annual Budget for Fiscal Year 2024 –Mayor Dawson

○ Call for Ordinance Amending the Budget for the Fiscal Year 2023-2024 regarding addition of Program Specialist position in within Vehicle Maintenance – Mayor Dawson

**R** Call for Resolution of the City Council of the City of Sedalia, Missouri, stating facts and reasons for the necessity to amend and increase the City's Annual Budget for Fiscal Year 2024 –Mayor Dawson

○ Call for Ordinance Amending the Budget for the Fiscal Year 2023-2024 regarding addition of Utility Locate Technician – Mayor Dawson

○ Call for Ordinance Amending Ordinance No. 9940 by adding new classifications and job descriptions for the positions of Program Specialist and Utility Locate Technician for the City of Sedalia, Missouri – Mayor Dawson

**D. COMMUNITY DEVELOPMENT – Chairwoman Rhiannon M. Foster; Vice Chairwoman Tina Boggess**

**1. Grant Agreement – Design Guidelines – DNR Historic Preservation office - \$20,000.00**

Council Discussion led by Chairwoman Foster

○ Call for Ordinance Authorizing a Financial Assistance agreement for the creation of design guidelines for historic residences – Mayor Dawson

**IV. OTHER BUSINESS**

**A. APPOINTMENTS – None**

**B. LIQUOR LICENSES**

Renewals:

\* Daniela Silva dba Morelos Taqueria Bakery & Grocery, LLC, 125 East 16<sup>th</sup>, Liquor by the Drink and Sunday Sales - \$750.00

\* Chris Rand dba Rudy's Discount Smoke Shop, 3040 West Broadway Suite 220, Packaged Liquor and Sunday Sales - \$450.00

**V. MISCELLANEOUS ITEMS FROM MAYOR, CITY COUNCIL AND CITY ADMINISTRATOR**

**VI. GOOD AND WELFARE**

**VII. Closed Door Meeting – Motion and Second to move into closed door meeting in the upstairs conference room pursuant to Subsections 1 (Legal Advice), 2 (Real Estate) and 12 (Negotiated Contracts) of Section 610.021 RSMo.**

**A.** Roll Call Vote for Closed Door Meeting

**B.** Discussion of closed items

**C.** Vote on matters, if necessary (require a Roll Call Vote)

**D.** Motion and Second with Roll Call Vote to adjourn closed door meeting and return to open meeting

**VIII. BUSINESS RELATED TO CLOSED DOOR MEETING**

- A. Motion and Second to reopen regular meeting
- B. Roll Call
- C. Ordinance Approving development agreement

**IX. ADJOURN MEETING**

- A. Motion and second to adjourn meeting

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<https://global.gotomeeting.com/join/578973061>

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<https://global.gotomeeting.com/install/578973061> This will make joining these meetings quick and easy.

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For **smartphones**: tap on one of the phone numbers and it will dial the phone and the meeting numbers.  
For **other devices**: use the feature of call me. The phone audio will be much better than through your computer. This should come up if you have your preferences set up to show it. If it does not, in the upper right hand corner of the GoToMeeting screen you will see an icon that looks like a gear. Click on the gear and then look for "Phone" and if it is not highlighted click on it. One of the options should be to call me. Put the phone number you want to be called on (direct dial) into the box provided and then click the "Call Me" button. Once the system calls you, you will be asked to hit pound.

Please be mindful of others on the call by eliminating as much background noise as you can. Mute yourself until you are ready to speak. Do not put the call on hold, if you need to leave even for a short time, hang up as you can always dial back in after your other call. If you hear an echo or squeal, you may have your computer speakers on as well as the phone, mute your computer speakers to eliminate this.

If you want to join in **listen only** mode you can dial the following number and enter the access code.

(For supported devices, tap a one-touch number below to join instantly.)

United States (Toll Free): 1 866 899 4679

- One-touch: <tel:+18668994679,,578973061#>

United States: +1 (669) 224-3318

- One-touch: <tel:+16692243318,,578973061#>

Access Code: 578-973-061

*The City Council reserves the right to discuss any other topics that are broached during the course of this meeting.*

**IF YOU HAVE SPECIAL NEEDS, WHICH REQUIRE ACCOMMODATION, PLEASE NOTIFY THE CITY CLERK'S OFFICE AT 827-3000. ACCOMMODATIONS WILL BE MADE FOR YOUR NEEDS**

**POSTED ON SEPTEMBER 15, 2023, AT 3:30 P.M. AT THE SEDALIA MUNICIPAL BUILDING, BOONSLICK REGIONAL LIBRARY, SEDALIA PUBLIC LIBRARY AND ON THE CITY'S WEBSITE AT WWW.SEDALIA.COM**



# OFFICE OF THE CITY ADMINISTRATOR

**To:** Honorable Mayor Andrew L. Dawson & City Council Members  
**From:** Kelvin Shaw, City Administrator  
**Re:** Agenda items for City Council meeting on Tuesday, September 5, 2023, 6:30 p.m.

**Public Hearing For Helaman Drive LLC Annexation Petition** – A petition was received from the owners of the property for a voluntary annexation of the property located at the corner of 16<sup>th</sup> Street and Water Tower Road. In accordance with State Statutes, we must hold a public hearing between 14 and 60 days of receiving such a petition. The hearing is to hear from any interested parties on the appropriateness of the annexation. We must then wait at least 14 days after the hearing to consider adoption of an ordinance to conclude the annexation.

**Finance/Administration Committee** – There are two items for consideration through the Finance / Administration Committee.

1. In accordance with our financial management policies, we have an independent certified public accounting firm come in and perform an audit each year. The auditors will explain that this audit is conducted in accordance with industry standards and they perform certain test of our records and systems to enable them to express an opinion on our financial statements. This year, as in years past, they will issue a report with a “clean opinion” or in other words that the statements included in the report do fairly present the financial position of the City and the activities during this past fiscal year.
2. Jessica Pyle, Finance Director, will give a brief presentation of the major tax revenue collection trends.

**Public Safety Committee** – There is one item for consideration through the Public Safety Committee.

1. Our budgeting practices for vehicle repairs and maintenance are to anticipate an ongoing average amount. This avoids building “fluff” into the budget that can allow for mismanagement in the overall department. This then creates a situation when repairs materially exceed the average, a review of these larger unexpected repair items are brought back to Council to be explained in a public setting in a very transparent manner. So far this year we have had two rather large expenditures for fire trucks that are outside the normal ongoing repairs and maintenance totaling \$14,121. We have had to replace the leaf springs and fix the fuel tank that was damaged when they failed on one of the engines. Also, the transmission has recently failed on the same engine. Staff recommends approval of a budget amendment to cover these out of the ordinary repairs.

**Public Works Committee** – There are three items for consideration through the Public Works Committee.

1. Bountiful Investments, LLC is building additional housing just west of the Animal Shelter. As part of this development, there is a need to slow down the stormwater runoff through a detention basin. The developer approached the City about acquiring an easement along the



open area west of the trails to construct this basin. The developer would be responsible for construction, as well as, the ongoing maintenance of the area. Such an easement would not significantly interfere with the City's planned usage of the land. This arrangement was discussed some time ago when approval was granted on the plans for project. Staff recommends granting the easement.

2. As the City adds infrastructure, such as storm water control, sanitary sewer mains and lift stations, or water distribution mains and wells, they need to be added to the applicable layers in the Geographical Information System (GIS). The City has typically contracted with a firm to identify the Global Positioning System (GPS) location of these projects and then code them into the GIS database we maintain. This is an important tool for us to track this infrastructure and facilitate planning. Staff has identified the projects completed since the last update to the database and negotiated an agreement with Survey And Mapping, LLC to perform these services at a cost of \$31,350.00 and recommends approval.
3. In analyzing the efficiencies and structure in the Public Works Department, staff has identified two separate opportunities for improvements. First, the most knowledgeable mechanic in the fleet maintenance division, as the lead has been spending a great deal of their time in procuring parts, tracking them, issuing purchase orders, and matching up invoices to authorize payment. These functions would be more effectively performed by a trained parts counter employee. This would free up the lead mechanic to spend more time on the more technical duties. Second, the water and sewer divisions currently contract out the utility locating associated with the Missouri 811 one-call system. This system is set up so that anyone wanting to dig anywhere that there may be utilities underground can call this system and then each utility is required to go mark where their utilities are. If we brought this in-house, we could better control the process and save approximately \$100,000 per year. For the purposes of transparency and proper oversight, Council has expressed their desire to review and formally approve any new job descriptions. For this purpose, staff has drafted job descriptions along with the associated budget amendments and recommends approval.

**Community Development Committee** – There is one item for consideration through the Community Development Committee.

1. Community Development Director, John Simmons, applied for and was awarded a grant through the State Historic Preservation Office to develop design guidelines to assist residents with best practices for restoration within Historic Districts. It should be stressed that these are guidelines and not requirements; however, they would certainly be helpful for those wishing to secure funding for historic preservation. This is a \$20,000 grant with a matching requirement of \$20,000 cash and \$10,000 in-kind staff time. The granting agency has prepared an agreement outlining the requirements of the grant and staff recommends approval.

**NOTICE OF PUBLIC HEARING**

**~ Annexation Petition ~**

The City of Sedalia will hold a public hearing at 6:30 p.m. on Monday, September 18, 2023, in the Council Chambers at the Municipal Building, 200 South Osage Avenue, to consider an annexation petition filed with the City on August 29, 2023.

The legal descriptions are set forth below. Public comments concerning the requested annexation will be entertained at the hearing.

Legal Description for the property owned by Jeff Redford, Managing Member of HelamanDrive, LLC, a Missouri Limited Liability Company, states the following:

All of the following described tracts of land in Pettis County, Missouri, which is contiguous and compact to the existing city limits of the City of Sedalia, Missouri, to-wit:

*BEGINNING AT THE SOUTHWEST CORNER OF LOT 36 IN CRESCENT CREEK ADDITION, PART 2, SEDALIA, PETTIS COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF SAID POINT ALSO BEING THE SOUTHEAST CORNER OF AN ORDINANCE FOR ANNEXATION AS RECORDED IN DOCUMENT NUMBER 2004-9293; THENCE NORTH 86°30'10" WEST, ALONG THE SOUTH LINE OF SAID LOT, 74.31 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTH 03°26'58" EAST, ALONG THE WEST LINE OF SAID LOT, 115.50 FEET TO THE NORTHWEST CORNER OF SAID LOT; THENCE NORTH 86°30'10" WEST, 215.0 FEET; THENCE SOUTH 03°26'58" WEST, 331.28 FEET TO THE NORTH RIGHT-OF-WAY LINE OF MISSOURI STATE ROUTE "Y"; THENCE SOUTH 86°41'18" EAST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 289.31 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 03°26'58" EAST, 214.84 FEET TO THE POINT OF BEGINNING. EXCEPT A 15.0 FOOT SANITARY SEWER EASEMENT AS RECORDED IN DOCUMENT NUMBER 2003-6815.*

Handicapped citizens needing accommodation in order to attend this public hearing should contact the City Administrator's Office at (660) 827-3000 extension 1102 no later than 48 hours prior to the scheduled hearing.

Kelvin Shaw, City Administrator  
City of Sedalia

Run 1x  
9-9-2023

# PROCLAMATION

**WHEREAS**, the City of Sedalia, Missouri, is committed to fostering strong communities, encouraging acts of kindness, and promoting a spirit of good neighborliness among its residents; and

**WHEREAS**, on July 1, Missouri Governor Mike Parsons signed HB1738, designating Missouri Good Neighbor Week, commencing on National Good Neighbor Day, September 28, and continuing for six days, making Missouri the first state to celebrate neighbors for an entire week; and

**WHEREAS**, the observance of National Good Neighbor Day and Missouri Good Neighbor Week aims to raise awareness of the significance of good neighbors in achieving human understanding and building thriving communities; and

**WHEREAS**, the University of Missouri Extension and The Hopeful Neighborhood Project have united efforts to energize the celebration of Missouri Good Neighbor Week; with a goal of documenting acts of neighboring in Missouri during this period and recognizing exemplary neighbors across the state.

**NOW, THEREFORE, I, ANDREW DAWSON, MAYOR OF THE CITY OF SEDALIA, MISSOURI** do hereby proclaim September 28<sup>th</sup> through October 4<sup>th</sup> as

## **“Good Neighbor Week”**

in Sedalia, Missouri. I encourage all residents of Sedalia to actively participate in this celebration by engaging in acts of neighboring, demonstrating kindness, and fostering connections within our community. Let us embrace the spirit of good neighborliness, creating an environment of compassion, support, and unity.

Let us join hands with the entire state of Missouri to exemplify the essence of good neighborliness and contribute to the celebration of Missouri Good Neighbor Week.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY  
HAND THIS DAY AND HAVE CAUSED THE SEAL OF THE  
CITY OF SEDALIA TO BE AFFIXED HERETO:

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Andrew Dawson, Mayor

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Date





CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
SEPTEMBER 5, 2023

The City has an on-line broadcast of Council Meetings available both live and recorded by going to https://global.gotomeeting.com/join/578973061

The Council of the City of Sedalia, Missouri duly met on Tuesday, September 5, 2023 at 6:30 p.m. at the Municipal Building in the Council Chambers with Mayor Andrew L. Dawson presiding. Mayor Dawson called the meeting to order and asked for a moment of prayer led by Chaplain Byron Matson followed by the Pledge of Allegiance.

ROLL CALL:

Table with 4 columns: Name, Status, Name, Status. Rows include Jack Robinson (Present), Thomas Oldham (Present), Chris Marshall (Present), Tina Boggess (Present), Bob Hiller (Present), Bob Cross (Present), Rhiannon Foster (Absent), Steve Bloess (Absent).

Public Hearing: Annexation Petition – Midwest Landing LLC

Mayor Dawson opened the public hearing at 6:35 p.m. The purpose of the public hearing is to allow comments regarding the annexation of property commonly known as Midwest Landing LLC located at the corner of Knottingham Drive and Cambridge Drive.

Legal description for the property is as follows:

A TRACT OF LAND LOCATED IN A PART OF THE WEST HALF OF SECTION 17, TOWNSHIP 45 NORTH, RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PETTIS COUNTY, MISSOURI AND BEING A PART OF LOTS 2-8, 10, 149-151, 156-157, PLATTED LIGHTHOUSE LANE AND MELYNDA COURT, OF CAMBRIDGE COUNTRY ESTATES, A SUBDIVISION IN PETTIS COUNTY, MISSOURI AS RECORDED IN PLAT CABINET A AT PAGES 126-127 AND LOCATED IN PART OF LOT 2 OF CAMBRIDGE COUNTRY ESTATES, PHASE 2, A SUBDIVISION IN PETTIS COUNTY, MISSOURI, AS RECORDED IN PLAT CABINET A AT PAGE 245, AND ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A 1/2" IRON BAR WITH PLASTIC STAMPED CAP AT THE SOUTHEAST CORNER OF LOT 12, CAMBRIDGE COUNTRY ESTATES, PHASE 3, A SUBDIVISION IN PETTIS COUNTY, MISSOURI, AS RECORDED IN PLAT CABINET A AT PAGES 311-312; THENCE ALONG THE EASTERLY LINE OF TRACT A OF SAID CAMBRIDGE COUNTRY ESTATES, PHASE 3, BEING A CURVE TO THE LEFT HAVING A RADIUS OF 1030.00 FEET AND A CHORD BEARING OF S 16°45'11" E (CHORD DISTANCE OF 50.00 FEET), AN ARC DISTANCE OF 50.00 FEET TO A 1/2" IRON BAR WITH PLASTIC STAMPED CAP AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CURVE TO THE LEFT, BEING THE WESTERLY LINE OF "SPARKS BYPASS" HAVING A RADIUS OF 1030.00 FEET AND A CHORD BEARING OF S 32°30'17" E (CHORD DISTANCE OF 510.94 FEET), AN ARC DISTANCE OF 516.33 FEET TO A 1/2" IRON BAR WITH PLASTIC STAMPED CAP; THENCE LEAVING THE WESTERLY LINE OF "SPARKS BYPASS", S 35°50'25" W, A DISTANCE OF 293.27 FEET; THENCE NORTH 50°39'31" WEST, 259.98 FEET; THENCE NORTH 34°13'29" WEST, 170.22 FEET; THENCE NORTH 87°48'48" WEST, 66.75 FEET; THENCE NORTH 02°11'12" EAST, 327.08 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT A; THENCE N 89°27'44" E ALONG THE SOUTH LINE OF SAID TRACT A, A DISTANCE OF 27.61 FEET TO A TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT ON THE SOUTH LINE OF SAID TRACT A, HAVING A RADIUS OF 525.00 FEET AND A CHORD BEARING OF N 81°21'14" E (CHORD DISTANCE OF 148.07 FEET), AN ARC DISTANCE OF 148.57 FEET TO A POINT OF TANGENCY; THENCE N 73°14'49" E ALONG THE SOUTH LINE OF SAID TRACT A, A DISTANCE OF 117.30 FEET TO THE POINT OF BEGINNING, AS SHOWN AS TRACT A ON PLAT OF SURVEY PREPARED BY WHITEHEAD CONSULTANTS, INC. IN JOB NO. 18-125M SUBJECT TO ANY AND ALL EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD. TOGETHER WITH AND SUBJECT TO THE 30' UTILITY EASEMENT.

With no comments, the public hearing closed at 6:36 p.m.

**SERVICE AWARDS:**

5 Year Pin/Certificate	Tanner McKee	Recreation Sup./Sports	Park
5 Year Pin/Certificate	Clara Scott	Aquatics Manager	Park
5 Year Pin/Certificate	Justin Franken	Police Officer	Police
5 Year Pin/Certificate	Kylee Kliegel	Police Officer	Police
5 Year Pin/Certificate	Kirra Pappert	Police Officer	Police

**SPECIAL AWARDS:**

**Fire Department Badge Pinning:** Fire Chief Matt Irwin presented Jacob Carver with his Fire Inspector Badge and stated that Mr. Carver came to the department through the Fire I & II Program and has become a Fire Inspector and EMT. Fire Inspector Carver is currently holding a coloring contest for the Fire Department, heading the first open house at Fire Headquarters and is working on getting his PhD in Fire Emergency Management.

**RETIREMENT AWARDS:** None

**MINUTES:** The Council Meeting minutes of August 21, 2023 were approved on motion by Oldham, seconded by Robinson. All present in favor. Foster and Bloess were absent.

**REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES:** None

**ROLL CALL OF STANDING COMMITTEES:**

**FINANCE & ADMINISTRATION** – Chris Marshall, Chairman; Jack Robinson, Vice Chairman

- Human Resources Director Shannon Ramey-Trull obtained a grant in the amount of \$10,000.00 from Missouri Employers Mutual Insurance to increase safety for employees. The budget amendment is to appropriate funds for the purchase of a towable signboard from Street Smart Rentals, LLC in the amount of \$20,620.00. The grant will be combined with the \$7,500.00 from the Buckle Up Phone Down campaign leaving a cost of \$3,120.

**RESOLUTION NO. 2046 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI, STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE THE CITY'S ANNUAL BUDGET FOR FISCAL YEAR 2024** was read once by title and approved on motion by Oldham, seconded by Marshall. All present in favor. Foster and Bloess were absent.

**BILL NO. 2023-162, ORDINANCE NO. 11878 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2023-2024 REGARDING PERSONNEL SAFETY TOWABLE BOARD SIGN PURCHASE** was read once by title.

2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Marshall. All present in favor. Foster and Bloess were absent.  
Final Passage – Motion by Oldham, 2<sup>nd</sup> by Marshall. All present in favor. Foster and Bloess were absent.  
Roll Call Vote: Voting “Yes” were Robinson, Oldham, Marshall, Boggess, Hiller and Cross. No one voted “No”. Foster and Bloess were absent.

**BILL NO. 2023-163, ORDINANCE NO. 11879 – AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A SAFETY GRANT FOR A DIGITAL ROADWAY SIGN** was read once by title.

2<sup>nd</sup> Reading – Motion by Cross, 2<sup>nd</sup> by Oldham. All present in favor. Foster and Bloess were absent.  
Final Passage – Motion by Cross, 2<sup>nd</sup> by Oldham. All present in favor. Foster and Bloess were absent.  
Roll Call Vote: Voting “Yes” were Robinson, Oldham, Marshall, Boggess, Hiller and Cross. No one voted “No”. Foster and Bloess were absent.

**BILL NO. 2023-164, ORDINANCE NO. 11880 – AN ORDINANCE APPROVING AND ACCEPTING A SALES QUOTE FOR THE PURCHASE OF A DIGITAL ROADWAY SIGN** was read once by title.



2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Marshall. All present in favor. Foster and Bloess were absent.  
Final Passage – Motion by Oldham, 2<sup>nd</sup> by Marshall. All present in favor. Foster and Bloess were absent.  
Roll Call Vote: Voting “Yes” were Robinson, Oldham, Marshall, Boggess, Hiller and Cross. No one voted “No”. Foster and Bloess were absent.

- The budget amendment is to replace and upgrade the server at the Sedalia Public Library. The Board of Trustees received a proposal from Lamm Tech Resources, LLC in the amount of \$20,031.12.

RESOLUTION NO. 2047 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI, STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE THE CITY’S ANNUAL BUDGET FOR FISCAL YEAR 2024 was read once by title and approved on motion by Oldham, seconded by Marshall. All present in favor. Foster and Bloess were absent.

BILL NO. 2023-165, ORDINANCE NO. 11881 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2023-2024 REGARDING LIBRARY SERVER UPGRADE was read once by title.

2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Marshall. All present in favor. Foster and Bloess were absent.  
Final Passage – Motion by Oldham, 2<sup>nd</sup> by Marshall. All present in favor. Foster and Bloess were absent.  
Roll Call Vote: Voting “Yes” were Robinson, Oldham, Marshall, Boggess, Hiller and Cross. No one voted “No”. Foster and Bloess were absent.

BILL NO. 2023-166, ORDINANCE NO. 11882 – AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FOR LIBRARY SERVER UPGRADE was read once by title.

2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Marshall. All present in favor. Foster and Bloess were absent.  
Final Passage – Motion by Oldham, 2<sup>nd</sup> by Marshall. All present in favor. Foster and Bloess were absent.  
Roll Call Vote: Voting “Yes” were Robinson, Oldham, Marshall, Boggess, Hiller and Cross. No one voted “No”. Foster and Bloess were absent.

- The budget amendment is for the purchase of five vacant properties with delinquent tax bills. The liens total \$22,333.10 which includes a City lien of \$14,070.75 leaving a net investment of \$8,262.35.

RESOLUTION NO. 2048 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI, STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE THE CITY’S ANNUAL BUDGET FOR FISCAL YEAR 2024 was read once by title and approved on motion by Oldham, seconded by Marshall. All present in favor. Foster and Bloess were absent.

BILL NO. 2023-167, ORDINANCE NO. 11883 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2023-2024 REGARDING PURCHASING PROPERTIES AT PETTIS COUNTY TAX SALE was read once by title.

2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Marshall. All present in favor. Foster and Bloess were absent.  
Final Passage – Motion by Oldham, 2<sup>nd</sup> by Marshall. All present in favor. Foster and Bloess were absent.  
Roll Call Vote: Voting “Yes” were Robinson, Oldham, Marshall, Boggess, Hiller and Cross. No one voted “No”. Foster and Bloess were absent.

- The Resolution is to show support for the redevelopment of Liberty and Tambo Apartments. Real Estate Developer, Chad Hartle, stated Liberty Apartments will be getting physical and financial rehabilitation and the same company that originally built the apartment buildings will be doing the work. Half of a building will be done at a time and residents will be given 3 referrals for temporary housing. If the cost of rent is more than their current rent, the overage will be covered along with moving expenses. Another senior housing facility will be opening around the time the redevelopment starts, but a lot of residents may stay with relatives. State



and federal funding won't be available as much, however, the state sets aside funds for rural areas and support letters from the ward Council Members also help.

RESOLUTION NO. 2049 – A RESOLUTION OF SUPPORT FOR THE PROPOSAL FROM VENTURAL INDUSTRIES, LLC., FOR THE REDEVELOPMENT OF LIBERTY AND TAMBO APARTMENTS LOCATED AT 1400 LIBERTY PARK BLVD, IN THE CITY OF SEDALIA MISSOURI was read once by title and approved on motion by Oldham, seconded by Robinson. All present in favor. Foster and Bloess were absent.

**COMMUNITY DEVELOPMENT** – Rhiannon M. Foster, Chairwoman; Tina Boggess, Vice Chairwoman

➤ Chief Building Official Devin Lake, requested bids for aerial photography imagery used in GIS mapping. One bid was received from Eagleview Aerial Photography Services in the amount of \$225,900.00 for 3 flights over the next 6 years. A bid alternate in the amount of \$64,740.60 was also included to provide one-foot increment contours.

BILL NO. 2023-168, ORDINANCE NO. 11884 – AN ORDINANCE OF THE CITY OF SEDALIA, MISSOURI APPROVING AND ACCEPTING A BID FROM EAGLEVIEW AERIAL PHOTOGRAPHY SERVICES FOR COLOR AERIAL PHOTOGRAPHY was read once by title.

2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Robinson. All present in favor. Foster and Bloess were absent.

Final Passage – Motion by Oldham, 2<sup>nd</sup> by Robinson. All present in favor. Foster and Bloess were absent.

Roll Call Vote: Voting "Yes" were Robinson, Oldham, Marshall, Boggess, Hiller and Cross. No one voted "No". Foster and Bloess were absent.

➤ The agreement outlines the use of materials, roles and responsibilities within Main Street America through the Missouri Main Street Connection trademark programs.

BILL NO. 2023-169, ORDINANCE NO. 11885 – AN ORDINANCE AUTHORIZING A MISSOURI MAIN STREET PROGRAM AGREEMENT was read once by title.

2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Robinson. All present in favor. Foster and Bloess were absent.

Final Passage – Motion by Oldham, 2<sup>nd</sup> by Robinson. All present in favor. Foster and Bloess were absent.

Roll Call Vote: Voting "Yes" were Robinson, Oldham, Marshall, Boggess, Hiller and Cross. No one voted "No". Foster and Bloess were absent.

➤ Staff recommends changing the term for mobile food vendor licenses to a full year from the date the license is issued. A provision will be added to allow an organizer to hold special events throughout the year and invite other vendors. The event permits will have a term of 1 year from date of issuance and include provisions ensuring licensing and sales tax compliance.

BILL NO. 2023-170, ORDINANCE NO. 11886 – AN ORDINANCE OF THE CITY OF SEDALIA, MISSOURI, AMENDING ARTICLE II OF CHAPTER 12, DIVISION 9, OF THE CODE OF THE CITY OF SEDALIA, MISSOURI TO CHANGE THE DURATION OF MOBILE FOOD VENDOR LICENSES was read once by title.

2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Robinson. All present in favor. Foster and Bloess were absent.

Final Passage – Motion by Oldham, 2<sup>nd</sup> by Robinson. All present in favor. Foster and Bloess were absent.

Roll Call Vote: Voting "Yes" were Robinson, Oldham, Marshall, Boggess, Hiller and Cross. No one voted "No". Foster and Bloess were absent.

BILL NO. 2023-171, ORDINANCE NO. 11887 – AN ORDINANCE OF THE CITY OF SEDALIA, MISSOURI, AMENDING ARTICLE II OF CHAPTER 12 OF THE CODE OF THE CITY OF SEDALIA, MISSOURI TO ADD SUBDIVISION III FOR TEMPORARY BUSINESS LICENSES FOR SPECIAL EVENT ORGANIZERS AND VENDORS was read once by title.

2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Robinson. All present in favor. Foster and Bloess were absent.

Final Passage – Motion by Oldham, 2<sup>nd</sup> by Robinson. All present in favor. Foster and Bloess were absent.

Roll Call Vote: Voting "Yes" were Robinson, Oldham, Marshall, Boggess, Hiller and Cross. No one voted "No". Foster and Bloess were absent.

- The part-time downtown grounds maintenance position has been reassessed and determined it is better served by a full-time employee.

RESOLUTION NO. 2050 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI, STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE THE CITY'S ANNUAL BUDGET FOR FISCAL YEAR 2024 was read once by title and approved on motion by Oldham seconded by Robinson. All present in favor. Foster and Bloess were absent.

BILL NO. 2023-172, ORDINANCE NO. 11888 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2023-2024 REGARDING INCREASING BUILDING MAINTENANCE POSITION FROM PART-TIME TO FULL-TIME was read once by title.

2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Robinson. All present in favor. Foster and Bloess were absent.  
Final Passage – Motion by Oldham, 2<sup>nd</sup> by Robinson. All present in favor. Foster and Bloess were absent.  
Roll Call Vote: Voting "Yes" were Robinson, Oldham, Marshall, Boggess, Hiller and Cross. No one voted "No". Foster and Bloess were absent.

**PUBLIC WORKS** – Thomas Oldham, Chairman; Chris Marshall, Vice Chairman

- The budget amendment is for the transfer of funds from car allowance to supplies in the Public Works budget in the amount of \$1,200.00. The budget for supplies was overspent due to upgrades to the Public Works conference room.

RESOLUTION NO. 2051 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI, STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE THE CITY'S ANNUAL BUDGET FOR FISCAL YEAR 2024 was read once by title and approved on motion by Oldham, seconded by Robinson. All present in favor. Foster and Bloess were absent.

BILL NO. 2023-173, ORDINANCE NO. 11889 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2023-2024 REGARDING PUBLIC WORKS CONFERENCE ROOM UPGRADES was read once by title.

2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Robinson. All present in favor. Foster and Bloess were absent.  
Final Passage – Motion by Oldham, 2<sup>nd</sup> by Robinson. All present in favor. Foster and Bloess were absent.  
Roll Call Vote: Voting "Yes" were Robinson, Oldham, Marshall, Boggess, Hiller and Cross. No one voted "No". Foster and Bloess were absent.

- The quote from FTC Equipment, LLC in the amount of \$480,210.00 is for the purchase of blowers for the Central Wastewater Treatment Plant.

BILL NO. 2023-174, ORDINANCE NO. 11890 – AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FOR THE PURCHASE OF BLOWERS FOR THE CENTRAL WASTEWATER TREATMENT PLANT was read once by title.

2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Robinson. All present in favor. Foster and Bloess were absent.  
Final Passage – Motion by Oldham, 2<sup>nd</sup> by Robinson. All present in favor. Foster and Bloess were absent.  
Roll Call Vote: Voting "Yes" were Robinson, Oldham, Marshall, Boggess, Hiller and Cross. No one voted "No". Foster and Bloess were absent.

- The budget amendment in the amount of \$14,950.00 is for the purchase of additional wiring for electrical repair of well pump equipment.

RESOLUTION NO. 2052 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI, STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE THE CITY'S ANNUAL

BUDGET FOR FISCAL YEAR 2024 was read once by title and approved on motion by Oldham, seconded by Robinson. All present in favor. Foster and Bloess were absent.

BILL NO. 2023-175, ORDINANCE NO. 11891 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2023-2024 REGARDING PURCHASE OF ELECTRICAL CABLE FOR WELL PUMP REPAIR was read once by title.

2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Robinson. All present in favor. Foster and Bloess were absent.  
Final Passage – Motion by Oldham, 2<sup>nd</sup> by Robinson. All present in favor. Foster and Bloess were absent.  
Roll Call Vote: Voting “Yes” were Robinson, Oldham, Marshall, Boggess, Hiller and Cross. No one voted “No”. Foster and Bloess were absent.

➤ The design of water and sewer mains for the Prairie Hollow Development used the right of way for the Katy Trail. The State requires complete encasement for pipes in the right of way making the plan no longer feasible. A change order is needed with Burns & McDonnell Engineering Company, Inc. for services to redesign an alternate route. Cost \$40,300.00.

RESOLUTION NO. 2053 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI, STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE THE CITY’S ANNUAL BUDGET FOR FISCAL YEAR 2024 was read once by title and approved on motion by Oldham, seconded by Robinson. All present in favor. Foster and Bloess were absent.

BILL NO. 2023-176, ORDINANCE NO. 11892 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2023-2024 REGARDING REDESIGN OF WATER AND WASTEWATER LINES – PRAIRIE HOLLOW was read once by title.

2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Robinson. All present in favor. Foster and Bloess were absent.  
Final Passage – Motion by Oldham, 2<sup>nd</sup> by Robinson. All present in favor. Foster and Bloess were absent.  
Roll Call Vote: Voting “Yes” were Robinson, Oldham, Marshall, Boggess, Hiller and Cross. No one voted “No”. Foster and Bloess were absent.

BILL NO. 2023-177, ORDINANCE NO. 11893 – AN ORDINANCE AUTHORIZING AN AMENDMENT TO TASK ORDER NUMBER ONE FOR REDESIGN OF WATER AND WASTEWATER LINES was read once by title.

2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Robinson. All present in favor. Foster and Bloess were absent.  
Final Passage – Motion by Oldham, 2<sup>nd</sup> by Robinson. All present in favor. Foster and Bloess were absent.  
Roll Call Vote: Voting “Yes” were Robinson, Oldham, Marshall, Boggess, Hiller and Cross. No one voted “No”. Foster and Bloess were absent.

➤ The annexation and utility services agreement with Christopher L. and Christina N. Howell is for connection of property located at 1685 Hickory Lane to the City’s water distribution system.

BILL NO. 2023-178, ORDINANCE NO. 11894 – AN ORDINANCE AUTHORIZING AN ANNEXATION AND UTILITY SERVICES AGREEMENT FOR CONNECTION TO THE CITY OF SEDALIA’S WATER DISTRIBUTION SYSTEM was read once by title.

2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Robinson. All present in favor. Foster and Bloess were absent.  
Final Passage – Motion by Oldham, 2<sup>nd</sup> by Marshall. All present in favor. Foster and Bloess were absent.  
Roll Call Vote: Voting “Yes” were Robinson, Oldham, Marshall, Boggess, Hiller and Cross. No one voted “No”. Foster and Bloess were absent.

**PUBLIC SAFETY** – Jack Robinson, Chairman; Steve Bloess, Vice Chairman

➤ The agreement is a 1-year extension with Sedalia 200 School District for a School Resource Officer.



BILL NO. 2023-179, ORDINANCE NO. 11895 – AN ORDINANCE AUTHORIZING AND ACCEPTING AN AMENDMENT TO THE SCHOOL RESOURCE OFFICER COOPERATIVE AGREEMENT was read once by title. 2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Robinson. All present in favor. Foster and Bloess were absent. Final Passage – Motion by Oldham, 2<sup>nd</sup> by Robinson. All present in favor. Foster and Bloess were absent. Roll Call Vote: Voting “Yes” were Robinson, Oldham, Marshall, Boggess, Hiller and Cross. No one voted “No”. Foster and Bloess were absent.

- The budget amendment is to accept and appropriate funds received from the Assistance to Firefighters Grant in the amount of \$91,824.12 that will help offset the purchase cost of dual band radio equipment in the amount of \$101,006.54 for the Sedalia Fire Department. The City’s cost is \$9,182.42.

RESOLUTION NO. 2054 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI, STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE THE CITY’S ANNUAL BUDGET FOR FISCAL YEAR 2024 was read once by title and approved on motion by Oldham, seconded by Marshall. All present in favor. Foster and Bloess were absent.

BILL NO. 2023-180, ORDINANCE NO. 11896 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2023-2024 REGARDING FIRE DEPARTMENT RADIO EQUIPMENT PURCHASE was read once by title. 2<sup>nd</sup> Reading – Motion by Cross, 2<sup>nd</sup> by Oldham. All present in favor. Foster and Bloess were absent. Final Passage – Motion by Cross, 2<sup>nd</sup> by Oldham. All present in favor. Foster and Bloess were absent. Roll Call Vote: Voting “Yes” were Robinson, Oldham, Marshall, Boggess, Hiller and Cross. No one voted “No”. Foster and Bloess were absent.

RESOLUTION NO. 2055 – A RESOLUTION AUTHORIZING ACCEPTANCE OF AN ASSISTANCE TO FIREFIGHTERS GRANT was read once by title and approved on motion by Cross, seconded by Oldham. All present in favor. Foster and Bloess were absent.

- A records destruction request from the Sedalia Police Department’s Administrative Support Bureau was approved on motion by Oldham, seconded by Marshall. All present in favor. Foster and Bloess were absent.
- Animal Services Manager Randi Battson and legal counsel rewrote and simplified animal codes. The codes include a list of common animals allowed in City limits, denial/approval of animals, how to deal with nuisance animals, compliance for selling pet offspring and licensing.

BILL NO. 2023-181, ORDINANCE NO. 11897 – AN ORDINANCE OF THE CITY OF SEDALIA AMENDING THE CITY CODE REGARDING THE REGULATION OF ANIMALS was read once by title. 2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Robinson. All present in favor. Foster and Bloess were absent. Final Passage – Motion by Oldham, 2<sup>nd</sup> by Robinson. All present in favor. Foster and Bloess were absent. Roll Call Vote: Voting “Yes” were Robinson, Oldham, Marshall, Boggess, Hiller and Cross. No one voted “No”. Foster and Bloess were absent.

APPOINTMENTS: None

BIDS: Color Aerial Photography – August 17, 2023

LIQUOR LICENSES: The following new/renewal Liquor Licenses were read and approved on motion by Oldham, seconded by Marshall. All present in favor. Foster and Bloess were absent.

New:

\*Garrett Volker dba Volker’s Eatery & Pub, 1021 S Limit, Special Event (Mouse Races – State Fair Community College Gym, 3201 W 16<sup>th</sup> – September 30, 2023 – 5:00 p.m. to 10:00 p.m.)

Renewals:

- \*Erica Eisenmenger dba Ivory Grille, LLC, 317 S Ohio, Liquor by the Drink
- \*Mike Emery dba CVS Pharmacy #10305, 100 E Broadway, Packaged Liquor, Sunday Sales & Taste Testing
- \*Tom Adermann dba Best Western State Fair Inn, 3120 S Limit, Liquor by the Drink
- \*Cathy Geotz dba Break Time #3167, 101 Rebar Rd., Packaged Liquor & Sunday Sales

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

Councilman Oldham stated the Missouri Municipal League conference is September 10 – 13, 2023 and Council will be learning new ways and information to better serve the citizens of Sedalia.

Fire Chief Matt Irwin stated the Fire Department has done a lot of equipment upgrades and has hydraulic and extraction tools that are no longer being used. Fire Chief Irwin would like to donate the equipment to the City of Green Ridge Fire Department which is completely volunteer based and has no fiscal funding. There are Sedalia Firefighters that are willing to train them on how to use the equipment. The equipment is usable, but one of the extractors has a fluid leak that needs fixed. Motion by Hiller, seconded by Robinson to have the equipment fixed before it is donated to the Green Ridge Fire Department. All present in favor. Foster and Bloess were absent.


GOOD & WELFARE:

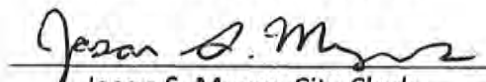
Ebby Norman stated the Missouri Photo Workshop will be held in Sedalia September 24 – 30, 2023 and thanked Mayor Dawson and Park Director Amy Epple for helping secure the event. The Workshop is through the University Of Missouri School Of Photo Journalism and 40 attendees from 7 nations and 10 of the foremost photo editors will be represented. Local high-school students will be allowed to shadow if they are interested in photography, journalism and photojournalism. This is the 2<sup>nd</sup> time the workshop has been hosted in Sedalia. The first time was in 1980 and photos taken during that workshop are on display at the Daum Museum.

The meeting adjourned at 7:35 p.m. on motion by Oldham, seconded by Robinson to a closed door meeting in the upstairs conference room pursuant to subsections 1 (Legal Advice), 2 (Real Estate), and 12 (Negotiated Contracts) of Section 610.021 RSMo. Roll Call Vote: Voting "Yes" were Robinson, Oldham, Marshall, Boggess, Hiller and Cross. No one voted "No". Foster and Bloess were absent.

The regular meeting reopened and closed at 9:26 p.m. on motion by Oldham, seconded by Marshall. All present in favor. Foster and Bloess were absent.

THE CITY OF SEDALIA, MISSOURI

  
\_\_\_\_\_  
Andrew L. Dawson, Mayor

  
\_\_\_\_\_  
Jason S. Myers, City Clerk

TRAFFIC ADVISORY COMMISSION MEETING

July 12, 2023

The Traffic Advisory Commission duly met on Wednesday, July 12, 2023 at 12:00 p.m. at the City of Sedalia Municipal Building. The meeting was called to order by Chairman Esquivel.

ROLL CALL:

Members		Ex-Officio Members	
Deidre Esquivel	Present	AJ Silvey	Not Present
James Callis	Present	Matt Irwin	Not Present
John Rucker	Present	Chris Davies	Present
Dennis Henderson	Present		
Byron Matson	Present	Secretary	Elizabeth Nations
Sherry Broyles	Present		
Charles Leftwich	Present		

Minutes from the June 14, 2023 meeting were approved.

Guests: Police Chief Matt Wirt, Police Patrol Commander Adam Hendricks, Public Works Operations Manager Justin Bray, Public Works Program Specialist Tammy Lewis, and Mary Rathmann.

OLD BUSINESS:

**Removal of Handicap Parking Sign at 302 W. Main St.**

Michael Byrd is requesting the handicap parking sign at 302 W. Main St. be removed in order to allow more customer parking in front of the business located at this address.

Ms. Nations sent letters to adjacent property owners one block to the east and west on the north and south side of the street to get their input on the removal of the sign. One response was received from Chris Stewart, CEO of Katy Trail Community Health who stated Katy Trail Community Health has no concern about the removing the handicapped designation as they designate handicapped parking on their lot for patients. Ms. Stewart went on to state from a community perspective, it would seem we would want to prioritize accessibility downtown to allow for people with a handicapped designation easy access to downtown businesses.

**Ms. Broyles made the motion to remove the handicap parking sign. Mr. Matson seconded. All were in favor.**

**Availability of Handicap Parking Downtown**

Mary Rathmann is requesting the installation of more handicap parking in the downtown area.

Mr. Callis had inquired if the number of handicap parking spots downtown could be gathered and put on a map. Ms. Nations distributed a map, which shows the parking spots in the public right of way and City owned parking lots (see attached map).

Mr. Davies had called the ADA hotline and learned City's are not required to install handicapped parking within the public right of way. He also stated it does not mean they should not or cannot install them there is just not a law requiring it. He said each spot recommended would need to be analyzed for space in order to ensure it would meet the ADA requirements.

Ms. Esquivel stated there is a lot of background work would need to be done. Ms. Rathmann stated her idea was to have the designated spots put on both sides of S. Ohio right next to the alley. Ms. Broyles suggested the issue also be discussed at the Sedalia Main Streets meeting of which she and Ms. Esquivel are members and come back to the Commission with their thoughts and suggestions.

Chief Wirt stated originally the City lots were put in place for people to park and then walk to their destination. Over time, most people park in front of the business and do not utilize the City lots. He suggested a social media campaign might help people be more aware of the public parking is available. Ms. Broyles states the downtown committees are looking at additional signage.

**Ms. Broyles made the motion to table the request in order for the Sedalia Main Streets to meet and get their input on how many handicap spots are needed and where to place them. Mr. Callis seconded. All were in favor.**



**Installation of a Crosswalk on S. Park Ave. between W. Broadway Blvd. and W. 9<sup>th</sup> St.**

Richard and Brenda McElroy are requesting the installation of a crosswalk on S. Park Ave. between W. Broadway Blvd. and W. 9<sup>th</sup> St. The McElroy's attend church services at 1201 W. Broadway and utilize the parking lot across the street to the east. They stated they have almost been hit by vehicles speeding down the street as they cross.

Mr. Davies stated typically mid-block crosswalks are not installed. There would need to be a significant amount of signage and sidewalks installed to direct people to follow the path to the crosswalk.

**Ms. Broyles motioned to deny the request. Mr. Henderson seconded. All were in favor.**

**NEW BUSINESS:**

None

**OTHER ITEMS FOR DISCUSSION:**

Mr. Davies said he will discuss the findings of the TEAP study at the next meeting.

The next meeting date is September 13, 2023.

The meeting adjourned at 12:31 p.m.



CITY OF SEDALIA  
TRAFFIC ADVISORY COMMISSION  
REQUEST/SUGGESTION SUBMISSION FORM

Date: 5-5-2023

Submitters Name: B&B Battery - Michael Byrd

Submitters Address: 302 W. main  
Sedalia, mo 65301

Submitters E-Mail Address: mr.byrd28@yahoo.com

Submitters Phone: 660 826-2288

Submitters Signature: \_\_\_\_\_

Request/Reason for Need:

Removal of handicap parking sign next to  
business in order to provide more customer  
parking

Public Works Dept. Recommendation:

Reach out to adjacent properties for their  
input on the removal. If no objections proceed  
with the removal

Public Works Director Signature:  8-24-2023

**TRAFFIC ADVISORY COMMISSION RECOMMENDATION**

The City of Sedalia Traffic Advisory Commission reviewed this request/reason for need on: 10<sup>th</sup> day of

July 2023, by a vote of 7 to 0.

approve

The Commission recommends that the City Council: \_\_\_\_\_ the submitted request/reason for need.

Attested to by Commission Chairman

Debbie D. Gurnel on 9/18/23 <sup>13<sup>th</sup></sup>

**City Council Action:**

The City of Sedalia, City Council, reviewed the Traffic Advisory Commission Recommendation on \_\_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_. The City Council \_\_\_\_\_ the Traffic Advisory Commission recommendation.

**CITY COUNCIL  
OF THE CITY OF SEDALIA, MISSOURI**

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

---

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI,  
STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE  
THE CITY'S ANNUAL BUDGET FOR FISCAL YEAR 2024.**

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**WHEREAS**, Section 67.010 of the Revised Statutes of Missouri requires each political subdivision of the State of Missouri ("State") to prepare an annual budget and establishes the requirements for that budget; and

**WHEREAS**, the City of Sedalia, Missouri ("City"), is a city of the third classification created pursuant to Chapter 77, RSMo, and is a political subdivision of the State of Missouri; and

**WHEREAS**, the City Council of the City adopted and approved the City's annual budget for Fiscal Year 2023 in accordance with the requirements of Section 67.010, RSMo, by Ordinance No. 11535 on March 21, 2022, and

**WHEREAS**, Sections 67.030 and 67.040 authorize and provide a procedure for the City Council to amend the City's annual budget to increase expenditures in any fund; and

**WHEREAS**, expenses for City's operations for Fiscal Year 2024 have been higher than budgeted, but do not exceed revenues plus the City's unencumbered balance brought forward from previous years; and

**WHEREAS**, the City Council of the City desire to state the facts and reasons necessitating an amendment to increase certain expenditures in the Fiscal Year 2024 annual budget.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI, AS FOLLOWS:**

**Section 1.** Expenditures from the City's General Fund must be increased by a total of \$14,121 above the amount authorized in the adopted annual budget for Fiscal Year 2024. An amendment to increase said budget is necessary for the following facts and reasons:

- A. Fuel tank and transmission repairs to fire department fleet engines.

**Section 2.** This Resolution shall take effect immediately upon its execution by the Mayor or otherwise as provided by law.

**PASSED** by the City Council of the City of Sedalia, Missouri, on September 18, 2023

\_\_\_\_\_  
Presiding Officer of the Council

ATTEST: \_\_\_\_\_  
Jason S. Myers, City Clerk

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

**ORDINANCE NO.** \_\_\_\_\_

**AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2023-2024  
REGARDING FIRE FLEET ENGINE REPAIRS.**

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF  
SEDALIA, MISSOURI** as follows:

**Section 1.** The 2023-2024 fiscal year budget beginning April 1, 2023 and ending March 31, 2024 is hereby amended to modify certain budgeted line items as they appear on the attached schedule and made a part hereof as Exhibit A as if fully set out herein.

**Section 2.** This ordinance shall be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 18<sup>th</sup> day of September 2023.

\_\_\_\_\_  
Presiding Officer of the Council

Approved by the Mayor of said City this 18<sup>th</sup> day of September 2023.

\_\_\_\_\_  
Andrew L. Dawson, Mayor

ATTEST:

\_\_\_\_\_  
Jason S. Myers  
City Clerk

Exhibit A  
 City of Sedalia  
 FY24 Budget Amendment 9/19/2023 Fire Fleet Repairs

Account / Description	Current Budget	Change	Amended Budget	Comments
<b>Expenditures / Uses of Funds</b>				
10-12-222-02 Fire Vehicle Repairs	25,000.00	14,121.00	39,121.00	Fleet fuel tank and transmission repair
<b>Total Expenditure Change</b>		<u>14,121.00</u>		
		<u>(14,121.00)</u>		<b>Net Increase (Decrease) in Projected Fund Balance</b>



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**Sedalia Fire Department**  
**DEPARTMENTAL MEMORANDUM**  
**Office of the Firer Chief**

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To : City Administrator Kelvin Shaw

From : Fire Chief Matthew Irwin

Date : September 12<sup>th</sup>, 2023

Ref : Budget amendment Vehicle fleet repair

As Fire Chief, I am requesting the following amendment to the Sedalia Fire departments Vehicle repair budget amount. With the unplanned repair of our fleet the current budgeted amount is no longer sufficient.

Engine 4 Leaf Spring repair/Fuel tank:	\$7710.00
Engine 4 Transmission TCM repair	\$6411.00

With these additional unplanned and unbudgeted repair costs I am requesting an additional \$14,121.00 be amended into the vehicle fleet repair line to cover these repairs as well as projected repairs to be made through April 1<sup>st</sup> 2024.



Box 625 113 North Griffith Road  
 Carroll, IA 51401  
 www.feldfire.com  
 (712)792-3143

**ORIGINAL INVOICE**

Page	Invoice Date
1	7/31/2023
Invoice Number	
0426523-IN	

**CUSTOMER NUMBER**  
**PLEASE WRITE THIS**  
**NUMBER ON ALL ORDERS**  
**AND CHECKS**

02-1368500

PLEASE PAY THIS AMOUNT	7,709.55
DUE DATE	8/30/2023

**Sold To:**  
 Sedalia Fire Department  
 2606 W 16th St  
 Attn: Chief Matt Irwin  
 Sedalia, MO 65301

**Ship To:**  
 Sedalia Fire Department  
 2606 W 16th St  
 Attn: Chief Matt Irwin  
 Sedalia, MO 65301

Please detach and enclose top portion with your payment

Make check payable and remit to above address



CUSTOMER NUMBER 02-1368500	INVOICE NUMBER 0426523-IN	INVOICE DATE 7/31/2023	TERMS Net 30
SALESPERSON Josh Stephens	ORDER NUMBER 0999696	SHIP VIA GREG	PO # ENGINE 4

RETAIN THIS PORTION FOR YOUR RECORDS

Ship Data / Item Descriptions	Item Number	U of M	Shipped	Backordered	Price	Amount
FUEL TANK, 63 GALLON, PUMPER	PRC-1346933	EA	1.00	0.00	1,902.670	1,902.67
FUEL STRAP, 63GAL TANKCRAFT	PRC-1336435	EA	2.00	0.00	330.900	661.80
Rear Springs	/MISC		2.00	0.00	760.850	1,521.70
Rear U-Bolts	/MISC		4.00	0.00	61.100	244.40
Spring Pin	/MISC		2.00	0.00	41.990	83.98
Josh Labor	/JOSHS0075	EACH	10.00	0.00	150.000	1,500.00
Nate Labor	/NATER0077	EACH	7.00	0.00	150.000	1,050.00
Mark Sawyer Labor	/MARKS0079	EACH	4.00	0.00	150.000	600.00
Complaint: Leaf spring broke, fuel tank has leak, Cause: Spring broken, fell out and put hole in fuel tank. Correction: Replaced both rear springs and fuel tank with new. Warranty: Engine 4						

Please pay from this invoice and remit to: Ed M. Feld Equipment Company, Inc. Box 625 113 North Griffith Road Carroll, IA 51401 A finance charge of 1 1/2% per month, or 18% PER ANNUM will be charged on accounts after 30days.	Ph: (712) 792-3143	Website: www.feldfire.com	Net Invoice: 7,564.55
	Fx: (712) 792-6658	E-mail: sales@feldfire.com	Less Discount: 0.00
	Iowa Sales Tax Permit No. 1-14-004938M		Freight: 145.00
			Sales Tax: 0.00
			<b>Invoice Total: 7,709.55</b>

Member NFPA, NAFED, I.A.F.C., I.F.A., I.F.C.A

Thank you for your business!




**Central Power - 110**

9200 Liberty Drive Liberty, Missouri 64068  
 Phone: (816) 781-8070 - Fax: (816) 792-9196



**Case Number:** 13787193  
**Repair Order Number:** R110014745  
**Purchase Order Number:** N/A  
**Service Advisor:** LIEBL, KYLE - Case Date 2023-09-11 12:02:21 -0500  
**ETR:** 9/18/2023 at 12:00 pm CDT

<b>Customer:</b> City Of Sedalia	<b>Unit Number:</b> 4		 3A003262
<b>Address:</b> 910 E 3RD SEDALIA SEDALIA, MO 65301 <b>Phone:</b> (660) 827-7830 <b>Fax:</b> N/A <b>Customer Number:</b> 12142	<b>Asset:</b> 2003 PIERCE FIRE TRUCK <b>Serial Number:</b> 3A003262 <b>VIN:</b> 4P1CT02M73A003262 <b>Engine:</b> Unknown	<b>Engine Hours:</b> 0 <b>Mileage:</b> 83741 Miles <b>Warranty Start:</b> N/A <b>In Service:</b> N/A	

Item	Operation Name	Parts	Additional Charges	Totals
1	00-01 INITIAL ASSESSMENT <b>Complaint:</b> DOES NOT SHIFT OUT OF 4TH GEAR <b>Labor:</b>			\$410.00
2	R&R TCM <b>Complaint:</b> REMOVED AND REPLACE TCM <b>Labor:</b> <b>Parts:</b> -(1.0) ELECTRONIC CONTROLS-WT3 -(1.0) KIT-LABEL <b>Additional Charges:</b> Misc-Charge, ESTIMATED FREIGHT NDA	\$5,274.38 \$7.67	\$50.00	\$5,282.05 \$5,274.38 \$7.67 \$50.00 \$50.00

**Parts:** \$5,282.05  
**Labor:** \$1,025.00  
**Shop Supplies:** \$53.30  
**Other Misc Charges:** \$50.00  
**Total:** \$6,410.35

**Notes:**  
 [9/12/2023 at 12:42 pm CDT] - Approval Requested for the estimate version 1, total \$6,410.35. View the estimate. NOTE: Hello Matt, Your firetruck is needing a new TCM. I did verify that the price for the TCM is correct before sending this to you. Let us know if you have any questions.

Thanks!  
 Repair status set to Hold (auth).

This estimate is subject to teardown and inspection and is valid for 30 days from date above. I, the undersigned, authorize you to perform the repairs and furnish the necessary materials. I understand any costs verbally quoted are an estimate only and not binding. Your employees may operate vehicle for inspecting, testing and delivery at my risk. You will not be responsible for loss or damage to vehicle or articles left in it. AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_/\_\_\_/\_\_\_



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

**ORDINANCE NO.** \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AN EASEMENT AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF A STORM WATER DETENTION BASIN.**

**WHEREAS**, the City of Sedalia has received a proposal to enter into an easement agreement with Bountiful Investments, LLC.; and

**WHEREAS**, said easement is for construction and maintenance of a Storm Water Detention Basin for capturing runoff from their development as more fully described in the easement agreement attached to this Ordinance and incorporated by reference herein.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEDALIA, MISSOURI, AS FOLLOWS:**

**Section 1.** The Council of the City of Sedalia, Missouri, hereby authorizes the easement agreement by and between the City of Sedalia, Missouri and Bountiful Investments, LLC., as the agreement has been proposed.

**Section 2.** The Mayor or City Administrator are authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri on the agreement in substantively the same form and content as the agreement has been proposed.

**Section 3.** The City Clerk is hereby authorized and directed to file in his office the said easement agreement and Ordinance after recoding said agreement and Ordinance with the Pettis County Recorder of Deeds.

**Section 4.** This Ordinance shall be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed Ordinance having been made available for public inspection prior to the time the Bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 18<sup>th</sup> day of September 2023.

\_\_\_\_\_  
Presiding Officer of the Council

Approved by the Mayor of said City this 18<sup>th</sup> day of September 2023.

\_\_\_\_\_  
Andrew L. Dawson, Mayor

ATTEST:

\_\_\_\_\_  
Jason S. Myers  
City Clerk



Let's Cross Paths

## City of Sedalia

200 S. Osage

Sedalia, MO 65301

(660) 827-3000 www.sedalia.com

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### MEMO

---

**TO:** Kelvin L. Shaw, City Administrator  
Joe Lauber, City Attorney

**CC:** Jason Myers, City Clerk

**FROM:** Christopher R. Davies P.E., Public Works Director *CRD*

**DATE:** September 12, 2023

**SUBJECT: CITY OF SEDALIA GRANTING A STORMWATER  
DETENTION BASIN AND MAINTENANCE AGREEMENT TO  
BOUNTIFUL INVESTMENTS LLC**

---

Discussion:

Bountiful Investments, LLC requested of the City of Sedalia, an easement for the construction and maintenance of a Storm Water Detention Basin for capturing runoff from their development. The development is approximately 1000 feet west of the intersection of S. New York Ave and 28<sup>th</sup> Street. Access to the development is off E. 24<sup>th</sup> Street via Bristol Lane, which is a private road.

The proposed easement is located at the southeast corner of the development and southwest corner of city property: which is approximately 900 feet west of the intersection of S. New York Ave and 28<sup>th</sup> Street or approximately 600 feet west of the city's animal shelter.

The Bountiful Investments, LLC (Owner) has prepared an easement with a legal description of the proposed easement. I have also include a map of the surrounding area and have highlighted proposed easement in blue. The owner has agreed to maintain the proposed easement.

Please let me know if you have any questions or need additional information.

Recommendation:

It is staff's recommendation that City Council approve the proposed Stormwater Detention Basin and Maintenance of said easement. In addition, authorizing the Mayor to sign said easement.

## **EASEMENT AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS THAT:

**THIS EASEMENT AGREEMENT** is made on the \_\_\_\_ day of \_\_\_\_\_, A.D. Two Thousand Twenty Three (2023) by and between **City of Sedalia**, a 3<sup>rd</sup> class city incorporated under the laws of the State of Missouri, and **Bountiful Investments LLC**, a Missouri Limited Liability Company of Sedalia, the County of Pettis and State of Missouri.

For and in consideration of the sum of Ten Dollars and Other Valuable Consideration as stated in this Easement Agreement, City of Sedalia does hereby grant to Bountiful Investments LLC and its heirs and assigns the following described easement:

A NON-EXCLUSIVE EASEMENT FOR BUILDING AND MAINTAINING A STORM WATER DETENTION BASIN IMMEDIATELY EAST AND NORTHEAST OF THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 45 NORTH, RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PETTIS COUNTY, MISSOURI, 922.67 FEET WEST OF THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE WEST ALONG SAID SOUTH LINE, 400.0 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, 458.15 FEET TO THE SOUTHWEST CORNER OF A TRACT DESCRIBED IN DOCUMENT NUMBER 2016-2618; THENCE EAST ALONG THE SOUTH LINE OF SAID TRACT AND THE SOUTH LINE OF A TRACT DESCRIBED IN DOCUMENT NUMBER 2015-2336, 400.0 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE SOUTH, 450.0 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

THIS EASEMENT INCLUDES THE ENTIRE EAST BOUNDARY OF SAID TRACT PLUS AN ADDITIONAL 100.0 FEET NORTH OF THE NORTHEAST CORNER AND EXTENDS 65.0 FEET DUE EAST.

Bountiful Investments LLC, the property owner of the subdivision for which this detention basin serves, shall be responsible for all mowing and maintenance of the detention basin.







# Sedalia, MO



**Legend**

- Parcel
- Roads
  - Other
  - Slate Hwy
  - US Hwy
- Corporate Limit Line

**Notes**  
Proposed Easement in Blue



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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

562.8      0      281.42      562.8 Feet

1 in. = 281ft.



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

**ORDINANCE NO.** \_\_\_\_\_

**AN ORDINANCE AUTHORIZING A SERVICE AGREEMENT FOR GPS LOCATING AND INSPECTING NEW WATER DISTRIBUTION, STORM SEWER AND SANITARY SEWER ASSETS AND UPDATING THE CITY'S GIS DATABASE.**

**WHEREAS**, the City of Sedalia, Missouri, has received a proposal from Survey and Mapping, LLC for locating and inspecting new water distribution, storm sewer and sanitary sewer utility assets and updating the City's GIS Database; and

**WHEREAS**, under the proposal, the City of Sedalia, Missouri, shall pay the total sum and amount of and not to exceed \$31,350.00 and as consideration therefore, the City of Sedalia, Missouri, shall receive services related to the updating of aerial imagery associated with the City's GIS project as more fully described in the proposed agreement attached to this ordinance and incorporated by reference herein.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEDALIA, MISSOURI**, as follows:

**Section 1.** The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri and Survey and Mapping, LLC in substantively the same form and content as the agreement has been proposed.

**Section 2.** The Mayor or City Administrator are authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri, on the agreement in substantively the same form and content as the agreement has been proposed.

**Section 3.** The City Clerk is hereby directed to file in his office a duplicate or copy of the agreement after it has been executed by the parties or their duly authorized representatives.

**Section 4.** This ordinance shall take effect and be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 18<sup>th</sup> day of September 2023.

\_\_\_\_\_  
Presiding Officer of the Council

Approved by the Mayor of said City this 18<sup>th</sup> day of September 2023.

---

Andrew L. Dawson, Mayor

ATTEST:

---

Jason S. Myers  
City Clerk






Let's Cross Paths

# City of Sedalia

200 S. Osage

Sedalia, MO 65301

(660) 827-3000 [www.sedalia.com](http://www.sedalia.com)

To: Kelvin Shaw, City Administrator  
 Through: Chris Davies, Public Works Director   
 From: Elizabeth Nations, Executive Administrative Assistant  
 Date: September 13, 2023  
 Subject: Service Agreement for Updates to City's GIS Database

This memo requests approval of the service agreement with Survey And Mapping, LLC (SAM) for the purpose of locating and inspecting new water distribution, storm sewer and sanitary sewer utility assets and updating of the City's GIS database. SAM utilizes Real-Time Kinematic survey-grade and mapping grade GPS technologies to locate utility infrastructure, which will then be inserted into the City's existing GIS program.

The following areas need to be updated in the system as several utility improvements have been constructed:

3 <sup>rd</sup> St. and Warren	Sanitary Sewer Ext.	Walnut Park 2
13 <sup>th</sup> St.	Contract 4B	Streetscape
Nucor	Deer Brook	Cambridge Water Main
Broadway	Gables Phase 2	Driftwood and Honeysuckle
Child Safe	Pacific	Storm Drainage Area
Contract 1	Phase 3	Ingram Ave. and 9 <sup>th</sup> St.
Contract 3	Rail Spur	Locust Lane
Contract 4A	Tabernacle	Pelham and Central Regional LS

The fee for this service is \$31,350.00



501 North Market Street | Maryville, MO 64468  
Ofc 660-562-0050 | gis@sam.biz | www.sam.biz



9.7.23

Jeremy Stone  
Public Works Project Manager  
City of Sedalia, MO  
Sedalia, MO 65301

Dear Jeremy,

Surveying And Mapping, LLC (SAM) respectfully submits the following service agreement to the City of Sedalia to GPS locate and inspect new water distribution, storm sewer, and sanitary sewer utility assets and update the City's GIS database.

SAM field technicians will utilize RTK (Survey-Grade) GPS equipment to accurately locate all features. When applicable, additional data will be recorded for these items such as fire hydrant make and model and sewer manhole depths and conditions. All information will be loaded into the City's GIS system consistent with existing data schema and standards.

Thank you for giving SAM the opportunity to submit our proposal for this project.

Respectfully Submitted,

Ethan Herbek, GISP  
Sr. Project Manager

## Project Approach

### GPS Data Collection

SAM routinely utilizes Real-Time Kinematic (RTK) survey-grade and mapping-grade GPS technologies to locate utility infrastructure. RTK survey-grade technology is utilized for locating utility assets associated with sanitary sewer, storm water, gas and water features, resulting in centimeter-level accuracy (+/- 2 centimeters) and accurate elevations for sanitary sewer and storm water. Mapping-grade GPS equipment is utilized for locating electric and fiber utility infrastructure and provides decimeter-level accuracy (+/- 4 inches).

For this project, SAM will utilize RTK survey-grade GPS methods to locate the city’s sanitary sewer, storm water and water utility networks contained in the defined project limits. GPS surveys will be referenced to the Missouri State Plane Coordinate System to allow for direct insertion into the GIS program developed for Sedalia. Horizontal (x,y) coordinates will be obtained in the field for all utility features. Vertical (z) elevations will be obtained for sanitary sewer and storm water utility features. Captured features through GPS surveys typically include, but are not limited to:

#### WATER DIST. NETWORK

- Hydrants
- Hydrant valves
- Valves
- Water meters
- Curb stops

#### STORM WATER NETWORK

- Manholes
- Inlets
- Junctions
- Boxes
- Outfalls

#### SANITARY SEWER NETWORK

- Manholes
- Lift stations
- Force main valves
- Lamp holes (if present)
- Pre-located force main locations

### ATTRIBUTE DATA COLLECTION

Included as a standard procedure on all GPS data collection projects, SAM collects attribute data during this phase, including top-side manhole inspections. Manholes are opened, inspected and attribute data collected. SAM utilizes a standard inspection process established in conjunction with EPA standards and state utility associations in order to assign condition standards to each structure.

Other attribute data includes manufacturer, manufactured date, size and material of features, depth and flow, and condition rating. SAM customizes the attribute data collection and inspection process as requested by the individual client, ensuring that the final deliverables works best with internal process. SAM will finalize all attribute data to be collected during the kickoff meeting with Sedalia,



### Quality Assurance / Quality Control

Quality Control and Cost Control issues involved with this project are of paramount importance to Midland GIS Solutions and to the overall integrity of the proposed project. These issues range from GPS accuracy and data development precision to successful database integration, which potentially affect every aspect of the project. Our efforts to ensure the highest quality products and services to the City of Sedalia include:

- Custom QA/QC ArcGIS tools
- “Heads-up” QA/QC against base data or aerial photography
- Digital and hard copy checks against field notes and as-built drawings
- 5% redundancy check of all GPS collected data



## Project Approach / Deliverables

### DATA CONSISTENCY

SAM has designed a custom data collection field application. All field data is predefined for field staff and these custom tools are utilized to ensure accurate and consistent attribute collection. Field staff will run the custom application on the GPS controller unit to allow for quick and easy identification and navigation of the utility features. SAM collects all field data in a consistent manner that enables staff to later query data for asset management capabilities.

### DATA SECURITY & BACK UP

All collected GPS, attribute and inspection data is downloaded, transferred and backed up nightly via the internet to the SAM GIS office and inserted into the project geodatabase.



Every safeguard has been implemented to ensure that hardware or software failure does not interfere or risk our accurate data collection efforts in the field.

### GPS REDUNDANCY CHECK

SAM GPS locates five (5) percent of the features previously shot during the project. This process is part of the SAM standard field protocol and employed on every project. Staff compiles and processes the results against the original dataset and verify the required accuracy tolerance is being met.

### Sedalia Project Sites

SAM will provide the abovementioned services for the following locations:

- 3rd St. and Warren
- 13th St.
- NuCor
- Broadway
- Child Safe
- Contract 1
- Contract 3
- Contract 4A
- Contract 4B
- Deer Brook
- Gables Phase 2
- Pacific
- Phase 3
- Rail Spur
- Sanitary Sewer Ext
- Tabernacle
- Walnut Park 2
- Streetscape
- Cambridge Water Main
- Driftwood and Honeysuckle
- Storm Drainage Area
- Ingram Ave and 9th St
- Locust Lane
- Pelham and Central Reg LS





# Fee Schedule

## Fee Schedule

GIS Data Updates	\$25,175.00
GIS Data Updates – Water Meters	\$6,175.00

*\*Fees are based on the number of estimated utility features as provided to SAM by the City of Sedalia.*

IN WITNESS WHEREOF, the parties hereto have set their hand to duplicates hereto this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

### APPROVED BY: CITY OF SEDALIA, MO

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

### APPROVED BY: SURVEYING AND MAPPING, LLC

By: \_\_\_\_\_

Printed name: Kirk Larson

Title: Director of GIS Operations

**CITY COUNCIL  
OF THE CITY OF SEDALIA, MISSOURI**

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

---

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI,  
STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE  
THE CITY'S ANNUAL BUDGET FOR FISCAL YEAR 2024.**

---

**WHEREAS**, Section 67.010 of the Revised Statutes of Missouri requires each political subdivision of the State of Missouri ("State") to prepare an annual budget and establishes the requirements for that budget; and

**WHEREAS**, the City of Sedalia, Missouri ("City"), is a city of the third classification created pursuant to Chapter 77, RSMo, and is a political subdivision of the State of Missouri; and

**WHEREAS**, the City Council of the City adopted and approved the City's annual budget for Fiscal Year 2023 in accordance with the requirements of Section 67.010, RSMo, by Ordinance No. 11535 on March 21, 2022, and

**WHEREAS**, Sections 67.030 and 67.040 authorize and provide a procedure for the City Council to amend the City's annual budget to increase expenditures in any fund; and

**WHEREAS**, expenses for City's operations for Fiscal Year 2024 have been higher than budgeted, but do not exceed revenues plus the City's unencumbered balance brought forward from previous years; and

**WHEREAS**, the City Council of the City desire to state the facts and reasons necessitating an amendment to increase certain expenditures in the Fiscal Year 2024 annual budget.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI, AS FOLLOWS:**

**Section 1.** Expenditures from the City's General Fund must be increased by a total of \$20,378.76 above the amount authorized in the adopted annual budget for Fiscal Year 2024. An amendment to increase said budget is necessary for the following facts and reasons:

- A. Addition of a Program Specialist position within Vehicle Maintenance.

**Section 2.** This Resolution shall take effect immediately upon its execution by the Mayor or otherwise as provided by law.

**PASSED** by the City Council of the City of Sedalia, Missouri, on September 18, 2023

\_\_\_\_\_  
Presiding Officer of the Council

ATTEST: \_\_\_\_\_  
Jason S. Myers, City Clerk

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

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2023-2024 REGARDING ADDITION OF PROGRAM SPECIALIST POSITION WITHIN VEHICLE MAINTENANCE.**

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEDALIA, MISSOURI** as follows:

**Section 1.** The 2023-2024 fiscal year budget beginning April 1, 2023 and ending March 31, 2024 is hereby amended to modify certain budgeted line items as they appear on the attached schedule and made a part hereof as Exhibit A as if fully set out herein.

**Section 2.** This ordinance shall be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 18<sup>th</sup> day of September 2023.

\_\_\_\_\_  
Presiding Officer of the Council

Approved by the Mayor of said City this 18<sup>th</sup> day of September 2023.

\_\_\_\_\_  
Andrew L. Dawson, Mayor

ATTEST:

\_\_\_\_\_  
Jason S. Myers  
City Clerk

Exhibit A  
City of Sedalia  
FY24 Budget Amendment 9/19/2023 Vehicle Maintenance Personnel Addition

Account / Description	Current Budget	Change	Amended Budget	Comments
-----------------------	----------------	--------	----------------	----------

**Expenditures / Uses of Funds**

<b>Vehicle Maintenance</b>					
10-20-101-00	Salaries	167,319.38	13,596.00	180,915.38	Program Specialist Position
10-20-105-00	LAGERS Retirement	26,019.25	2,080.19	28,099.44	
10-20-106-00	Social Security Medicare Taxes	13,009.11	1,040.09	14,049.20	
10-20-107-00	Employee Insurance	14,232.69	3,095.53	17,328.22	
10-20-108-00	Workman's Compensation Insurance	3,761.97	566.95	4,328.92	

**Total Expenditure Change**

20,378.76

(20,378.76)

**Net Increase (Decrease) in Projected Fund Balance**



**CITY COUNCIL  
OF THE CITY OF SEDALIA, MISSOURI**

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

---

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI,  
STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE  
THE CITY'S ANNUAL BUDGET FOR FISCAL YEAR 2024.**

---

**WHEREAS**, Section 67.010 of the Revised Statutes of Missouri requires each political subdivision of the State of Missouri ("State") to prepare an annual budget and establishes the requirements for that budget; and

**WHEREAS**, the City of Sedalia, Missouri ("City"), is a city of the third classification created pursuant to Chapter 77, RSMo, and is a political subdivision of the State of Missouri; and

**WHEREAS**, the City Council of the City adopted and approved the City's annual budget for Fiscal Year 2023 in accordance with the requirements of Section 67.010, RSMo, by Ordinance No. 11535 on March 21, 2022, and

**WHEREAS**, Sections 67.030 and 67.040 authorize and provide a procedure for the City Council to amend the City's annual budget to increase expenditures in any fund; and

**WHEREAS**, expenses for City's operations for Fiscal Year 2024 have been higher than budgeted, but do not exceed revenues plus the City's unencumbered balance brought forward from previous years; and

**WHEREAS**, the City Council of the City desire to state the facts and reasons necessitating an amendment to increase certain expenditures in the Fiscal Year 2024 annual budget.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI, AS FOLLOWS:**

**Section 1.** Expenditures from the City's Water Fund must be increased by a total of \$24,812.34 above the amount authorized in the adopted annual budget for Fiscal Year 2024. An amendment to increase said budget is necessary for the following facts and reasons:

A. Addition of a Utility Locate Technician.

**Section 2.** This Resolution shall take effect immediately upon its execution by the Mayor or otherwise as provided by law.

**PASSED** by the City Council of the City of Sedalia, Missouri, on September 18, 2023

\_\_\_\_\_  
Presiding Officer of the Council

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

Jason S. Myers, City Clerk

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

**ORDINANCE NO.** \_\_\_\_\_

**AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2023-2024 REGARDING ADDITION OF UTILITY LOCATE TECHNICIAN.**

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEDALIA, MISSOURI** as follows:

**Section 1.** The 2023-2024 fiscal year budget beginning April 1, 2023 and ending March 31, 2024 is hereby amended to modify certain budgeted line items as they appear on the attached schedule and made a part hereof as Exhibit A as if fully set out herein.

**Section 2.** This ordinance shall be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 18<sup>th</sup> day of September 2023.

\_\_\_\_\_  
Presiding Officer of the Council

Approved by the Mayor of said City this 18<sup>th</sup> day of September 2023.

\_\_\_\_\_  
Andrew L. Dawson, Mayor

ATTEST:

\_\_\_\_\_  
Jason S. Myers  
City Clerk

Exhibit A  
City of Sedalia  
FY24 Budget Amendment 9/19/2023 Water Personnel Addition

Account / Description	Current Budget	Change	Amended Budget	Comments
-----------------------	----------------	--------	----------------	----------

Expenditures / Uses of Funds

Water Department				
62-72-101-00	Salaries	841,257.90	17,038.80	858,294.70 Utility Locate Technician
62-72-105-00	LAGERS Retirement	174,995.99	2,606.63	177,602.62
62-72-106-00	Social Security Medicare Taxes	87,907.95	1,303.32	89,211.27
62-72-107-00	Employee Insurance	156,821.17	3,095.53	159,916.70
62-72-108-00	Workman's Compensation Insurance	26,558.73	770.06	27,328.79

Total Expenditure Change

	24,812.34			
	(24,812.34)			Net Increase (Decrease) In Projected Fund Balance

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

**ORDINANCE NO.** \_\_\_\_\_

**AN ORDINANCE AMENDING ORDINANCE NO. 9940 BY ADDING NEW CLASSIFICATIONS AND JOB DESCRIPTIONS FOR THE POSITIONS OF PROGRAM SPECIALIST AND UTILITY LOCATE TECHNICIAN FOR THE CITY OF SEDALIA, MISSOURI.**

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEDALIA, MISSOURI AS FOLLOWS:**

**Section 1.** Ordinance No. 9940 is hereby amended by adding new classifications and job descriptions for the positions as described below for the efficient operation of the City of Sedalia:

**Additions:**

Program Specialist – Vehicle Maintenance. Said job description is attached hereto and made a part hereof as fully set out herein

Utility Locate Technician – Water Department. Said job description is attached hereto and made a part hereof as fully set out herein.

**Section 2.** This ordinance shall be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 18th day of September 2023.

\_\_\_\_\_  
Presiding Officer of the Council

Approved by the Mayor of said City this 18th day of September 2023.

\_\_\_\_\_  
Andrew L. Dawson, Mayor

ATTEST:

\_\_\_\_\_  
Jason S. Myers  
City Clerk





Let's Cross Paths

## City of Sedalia

Human Resources Department  
200 S. Osage  
Sedalia, MO 65301  
(660) 827-3000 [www.sedalia.com](http://www.sedalia.com)

August 7, 2023

City Administrator Shaw,

The Human Resources and Public Works Department is requesting the approval of two new full-time positions.

Within the Vehicle Maintenance Department, we have identified a need for a Program Specialist. This position's primary duties will include, ordering parts, keeping track of inventory, ensuring the department has the needed supplies for Vehicle Maintenance (i.e. oil, and all the day to day material they use.), prepares P.O.'s, ensures invoices are matched to the correct P.O. Based on the job duties, we would like to place this position on grade 11. The estimated cost of adding this position for the remainder of the fiscal year is, \$20,378.76.

Within the Water Department, we have identified a need for a Utility Locate Technician. The City is spending a large sum on utility locates. There are two primary areas that we spend the money:

- 1) Missouri 811: the currently has two (2) accounts with Missouri 811, one for water and one for sewer. I have met with Missouri 811 and we will be consolidating the two accounts effective September 1, 2023. Through consolidation we should save the utilities around \$8k - \$10k per year. We are required by law to have this service.
- 2) The other area we spend funds is through our contract with USIC, which the city uses to locate our utilities. In FY 23 the City paid USIC \$212,743.00; in FY 24 (thru July) the City has paid \$50,672.00. If this holds true for the remainder of the year the City will pay USIC approximately \$152,000.

It would be our recommendation the City move this function (utility locate in house) for several reasons and as soon as possible:

- 1) Savings in utility locating
- 2) Control of locating our own facilities
- 3) The City has an interest in locating the facilities correctly, on time, and reduce damages

Estimated City Cost on a yearly basis:

- 1) Personnel \$24,812.34 (position for the remainder of fiscal year).
- 2) Truck \$25,000 (one time cost)
- 3) Equipment \$15,000 (computer, locating equipment, tablet, misc.)
- 4) TOTAL: \$90,000 first year cost; after that \$50,000
- 5) SAVINGS: \$62,000 first year, after that \$100,000

Sincerely, Shannon Ramey-Trull, Human Resources Director



## CITY OF SEDALIA, MISSOURI

### Job Description

<b>Job Title:</b>	<b>PROGRAM SPECIALIST</b>		
Department:	Public Works		
Supervisor:	Public Works Supervision Structure		
Date:	September 2023	Position No.	PW/38
FLSA Status:	Non-Exempt	Random Substance Testing:	N

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### Job Summary:

This position is an administrative and operational role reporting to our Vehicle Maintenance Lead. The role primarily focuses on coordinating fleet maintenance / repairs and tracking shop inventory. Set a preventative maintenance schedule and track the completion of these maintenance tasks by internal systems working with external vendors. This position will also maintain the inventory for the vehicle maintenance shop.

### Job Scope:

The purpose of this position is to create and maintain an inventory system for the vehicle maintenance shop.

### Essential Duties and Responsibilities:

1. Implement and track cost associated with all vehicle repairs.
2. Maintain the Purchase Order system and ensure accuracy when ordering all parts.
3. Will be responsible for assisting in reorganizing the entire inventory process for all City vehicle maintenance products.
4. Inventories parts and equipment to ensure accuracy of items checked out.
5. Maintain and implement a parts inventory system and control.
6. Order parts based on mechanic work orders and requests.
7. Receives, stores, and issues spare and replacement parts, equipment, and expendable items used in vehicle maintenance shop.
8. Maintain annual inspection records.
9. Maintain and open work orders for repairs.
10. Researching parts availability and cost - Work with all vendors to ensure the best cost possible.
11. Thoroughly review and analyze all invoices for accuracy, ensuring Purchase Orders are generated and sent for payment.
12. Communicate with vendors on any questions/concerns surrounding invoices, ensuring vendors are compliant with the City's established standards and expectations (i.e. service intervals, pre-trips).

13. Catalog all existing and new supplies through inventory management system in conjunction with a physical assessment of supplies storage areas.
14. Periodically meet with vendors off-site; research new supplies and/or new vendors.
15. Stock parts that have been ordered and delivered; ensure that delivered supply items meet quality levels.
16. Maintain supplies storage areas to ensure they are orderly, clean, and well-marked.
17. Re-order all supplies based physical inventory assessments as well as on re-order reports.
18. Performs other related duties as assigned.

**The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements does not exclude them from the position if the work is similar or related to the position.**

**Minimum Qualifications:**

1. High School diploma or GED.
2. 2 years' experience working in a vehicle maintenance shop; preferably in supply chain management.
3. Intermediate or Excellent computer skills required.
4. Valid driver's license.

**Necessary Knowledge, Skills, and Abilities:**

1. Time-management and organizational skills
2. Computer proficiency
3. Reliable, flexible team player who works well with minimal supervision, who has a good work ethic, and an ability to set and maintain personal boundaries.
4. Demonstrated ability to work on multiple projects simultaneously, and to meet deadlines.
5. Skill in oral and written communication.

**Guidelines:**

1. City and department policies and procedures.
2. Work orders, supervisory instructions, preventive maintenance worksheets, and operating, maintenance, and parts manuals.
3. Guidelines require judgment, selection, and interpretation in application.

**Complexity:**

The work consists of related duties in automotive and equipment maintenance and repair inventory. The variety of equipment serviced contributes to the complexity of the work.

**Principal Working Relationships:**

Contacts are typically with co-workers, and other city employees.

1. Co-workers, other city employees.
2. Vendors, parts suppliers.

**Purpose of Contacts:**

Contacts are typically to give or exchange information, provide services, resolve problems, motivate or influence persons, and clarify, justify, defend, negotiate, or settle matters.

**Supervisory and Management Responsibility:**

None.

**Physical Demands:**

**The physical demands described here are representative of those that must be met by an employee to perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.**

Employee must be physically able to operate a variety of machines, tools, and equipment which may include motor vehicles, computers, power tools, and mechanical hand tools, etc. Must be able to use body members to work, move or carry objects or materials. Physical demand requirements are at levels of moderate to heavy work. Must be able to lift on occasion 50 pounds or more.

**Work Environment:**

The work is typically performed in an office and outdoors. The employee may be exposed to noise, dust, dirt, machinery with moving parts, and cold or inclement weather. The work may require the use of protective devices such as masks, goggles, gloves, and other gear.

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Signature

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Date





## CITY OF SEDALIA, MISSOURI

### Job Description

<b>Job Title:</b>	<b>UTILITY LOCATE TECHNICIAN</b>	
Department:	Public Works	
Supervisor:	Public Works Director	
Date:	August 2023	Position No. PW/37
FLSA Status:	Non-Exempt	Random Substance Testing: Y

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### Job Summary:

Under the direction of the Street Maintenance Supervisor, complete utility locates for the Public Works Department. Perform a variety of duties involving utility locates, associated office and field work and surveys. Research records and files, and respond to inquiries from staff and the general public related to utility location. Assist with geo-referencing as built drawings. Required to respond to emergency situations and occasionally assist with street maintenance.

### Essential Duties and Responsibilities:

1. Provide utility locates for City utilities; water, wastewater, traffic and stormwater facilities.
2. Provide a systematic and logical approach for scheduling and conducting underground utility locates.
3. Schedule and conduct field utility system locates for the City using utility maps/drawings and personnel of maintenance. Mark underground utility locations according to the American Public Works Association Uniform Color Codes.
4. Timely response to emergency locate requests and request field clarifications as needed.
5. Participate in the Lewis-Clark Utility Coordinating Council (LCUCC).
6. Interpret as-built drawings and input data into GIS database.
7. Georeference as-built drawings.
8. Ability to understand and work within a geodatabase.
9. Ability to digitize, edit and analyze mapping information in order to maintain layers.
10. Follow workflow and documentation procedures for capturing and editing GIS data.
11. Perform data capture utilizing ESRI collector based web applications and GPS units, resolving accuracy and hardware issues.
12. Participate as required for response to emergency situations such as winter storm events, flooding, road obstructions, and pavement damage.
13. Assist with a variety of entry level construction, maintenance and repair duties involving streets, alleys, right-of-ways and storm systems.
14. Other related duties as assigned.

**The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements does not exclude them from the position if the work is similar or related to the position.**

**Minimum Qualifications:**

1. High School Diploma or GED equivalent.
2. Any equivalent combination of education and experience that provides the applicant with the knowledge, skills, and abilities required to perform the job. A typical way to obtain the knowledge and abilities would be:
3. Preference of one year of experience in utility maintenance, installations and operations in a water/sewer utility or in the construction industry including utility locating experience.
4. Preference of GIS experience.
5. Valid Driver's License.
6. Must obtain valid Class A commercial driver's license with tanker endorsement within six months of hire, a state of Missouri approved flagging card within one year from hire date and Traffic Control Technician certification within two years from date of hire.

**Necessary Knowledge, Skills, and Abilities:**

1. Methods, tools and equipment and standard practices for locating and marking underground utilities;
2. Laws governing locate requests;
3. Utility locating equipment;
4. Reading and interpreting maps, record drawings, and other engineering documents to locate underground utilities;
5. Basic mathematics principles.
6. Principles of street, sewer, water and storm drainage design.
7. Operation of ESRI (GIS) software.
8. Good oral and written communication skills, including correct English usage, grammar, spelling, punctuation and vocabulary.
9. Demonstrate good interpersonal skills including tact, patience and courtesy to others.
10. Work independently with little direction, manage multiple projects and meet deadlines.
11. Understand policies and procedures.
12. Take accurate and detailed field notes and measurements.
13. Proper and safe operation, use, and care of tools and equipment utilized by Street Maintenance Services.
14. Work Zone Traffic Control.
15. Perform a variety of duties in the construction, maintenance and repair of City streets, alleys, storm systems.
16. Learn to operate specialized tools and equipment utilized by the Street Maintenance Division.
17. Perform heavy physical labor.

**Guidelines:**

1. City codes and ordinances.
2. City and department policies and procedures.

3. City, state, and federal laws, regulations, and guidelines regarding water transmission systems, traffic control in work zones.
4. Guidelines require judgment, selection, and interpretation in application.

**Complexity:**

The work consists of varied duties related to the Water Division distribution system and connections/disconnections; Wastewater Department collection system; and the Storm Water collection system. The varied nature of the assigned duties adds to the complexity of the position.

**Principal Working Relationships:**

1. Co-workers, other city employees.
2. Citizens, business leaders, vendors, contractors, elected officials and the general public.

**Purpose of Contacts:**

Contacts are typically to give or exchange information, provide services.

**Supervisory and Management Responsibility:**

Not applicable

**Physical Demands:**

**The physical demands described here are representative of those that must be met by an employee to perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.**

The employee lifts light and heavy objects (100+ lbs.) and pulls up to 150 lbs. as required, climbs ladders, bends, squats, crawls, climbs, twists, kneels, and reaches both to ground level and overhead. This position is subject to working in awkward positions and periods of prolonged walking, sitting or standing. The employee must have clarity of vision including three-dimensional vision, ability to identify and distinguish color and precise hand-eye coordination.

Must be able to feel attributes of objects, hold, grasp, push, stand, walk, drive, reach with hands/arms, stoop, kneel, crouch, climb/balance and operate mechanical equipment or hand tools. Regularly required to have repetitive wrist, hand and /or finger movements. Regularly required to talk and listen.

**Work Environment:**

The work is typically performed outdoors in an outdoor environment, which may include being required to work in confined spaces.

May be exposed to wet/humid conditions, inclement outdoor weather, vibration, extreme temperatures, dust, dirt, mechanical oils, airborne particles/fumes, moving mechanical parts, risk of electrical shock, potentially hazardous or cancer-causing agents/chemicals or very loud noise levels, including machine noises.

Utility Locate Technician  
Page 4

The employee may be required to wear Personal Protective Equipment as required for the assigned job duties.

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature



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

**ORDINANCE NO.** \_\_\_\_\_

**AN ORDINANCE AUTHORIZING A FINANCIAL ASSISTANCE AGREEMENT FOR THE CREATION OF DESIGN GUIDELINES FOR HISTORIC RESIDENCES.**

**WHEREAS**, the City of Sedalia, Missouri has received a proposal to enter into an agreement by and between the City of Sedalia, Missouri and the Missouri Department of Natural resources for creation of design guidelines for historic residences through a preservation Grant; and

**WHEREAS**, under the proposal, and as consideration therefore, the City of Sedalia, Missouri shall receive the sum of not to exceed Twenty Thousand Dollars (\$20,000.00) as more fully described in the proposed agreement attached to this ordinance and incorporated by reference herein. A match of \$20,000 plus \$10,000 in City staff labor is required by the City of Sedalia.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEDALIA, MISSOURI** as follows:

**Section 1.** The Council of the City of Sedalia, Missouri hereby approves and accepts the financial assistance agreement by and between the City of Sedalia, Missouri and the Missouri Department of Natural Resources. as the agreement has been proposed.

**Section 2.** The Mayor or City Administrator are authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri on the agreement in substantively the same form and content as the agreement has been proposed.

**Section 3.** The City Clerk is hereby directed to file in his office a duplicate or copy of the agreement after it has been executed by the parties or their duly authorized representatives.

**Section 4.** This ordinance shall be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 18<sup>th</sup> day of September, 2023.

\_\_\_\_\_  
Presiding Officer of the Council

Approved by the Mayor of said City this 18th day of September, 2023.

\_\_\_\_\_  
Andrew L. Dawson, Mayor

ATTEST:

\_\_\_\_\_  
Jason S. Myers  
City Clerk

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MEMORANDUM

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**TO:** MAYOR ANDREW DAWSON  
CITY COUNCIL  
KELVIN SHAW, CITY ADMINISTRATOR

**FROM:** JOHN SIMMONS, COMMUNITY DEVELOPMENT DIRECTOR

**SUBJECT:** MO DNR PRESERVATION GRANT - DESIGN GUIDELINES FOR HISTORIC RESIDENCES

**DATE:** 9/12/2023

The State Historic Preservation Office awarded the City of Sedalia with the grant applied for in November of 2022. This now requires that City council approved the grant agreement supplied by the State of Missouri. This agreement has been reviewed by Lauber Municipal Law and is ready for your approval.

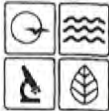
This grant is to create design guidelines intended to assist property owners with best practices for the renovation and restoration of historic homes as Historic Districts are created throughout Sedalia.

The grant award is for \$20,000.00. The City is required to match the grant with \$20,000 plus \$10,000 in City staff labor.

As you may recall from November, this 40/60 match exceeds the 50/50 match required by the state. The state awards additional points in scoring the grant for exceeding the 50/50 requirement and increased the probability that the grant will be awarded.

The next step after your approval is to issue RFP's for consultants to create the guidelines.





MISSOURI DEPARTMENT OF NATURAL RESOURCES  
**FINANCIAL ASSISTANCE AGREEMENT**

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

RECIPIENT INFORMATION			
RECIPIENT NAME <b>City of Sedalia</b>		RECIPIENT TELEPHONE NUMBER WITH AREA CODE (880) 827-3000	
ADDRESS <b>200 South Osage Avenue</b>		CITY <b>Sedalia</b>	STATE <b>MO</b>
UNIQUE ENTITY ID <b>NBRKXFBU79J4</b>		AWARD NUMBER <b>P23AF008910-007</b>	ZIP CODE <b>65301</b>
BUDGET PERIOD <b>09/15/2023-05/15/2025</b>		PROJECT PERIOD <b>09/15/2023-05/15/2025</b>	
RECIPIENT PROJECT MANAGER NAME <b>John Simmons</b>		RECIPIENT PROJECT EMAIL ADDRESS <b>jsimmons@sedalia.com</b>	PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE (880) 827-3000

PROJECT INFORMATION
RECIPIENT PROJECT TITLE AND PROJECT DESCRIPTION (ATTACH ADDITIONAL PAGES AS NECESSARY) <b>City of Sedalia: City of Sedalia - Design Guidelines for Historic Residences - the total cost of this project is \$51,000.00. The maximum amount of the grant is \$20,000.00. The City of Sedalia has committed to paying all costs in excess of \$20,000.00. Attachment A: Scope, Purpose, and Description of Grant Activities Attachment B: Terms and Conditions (revised: 1/27/2021) Attachment C: Special Conditions</b>

TYPE OF ASSISTANCE New Award <input checked="" type="checkbox"/> Amendment <input type="checkbox"/>	SOURCE OF FUNDING Federal <input checked="" type="checkbox"/> State <input type="checkbox"/> Other <input type="checkbox"/>	CFDA NUMBER <b>15.904</b>	CFDA NAME <b>Historic Preservation Fund Grants-In-Aid</b>
STATE PROJECT MANAGER NAME <b>Andrew Dial</b>		STATE PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE <b>(573) 751-7958</b>	INDIRECT COST RATE FOR RECIPIENT

RESEARCH AND DEVELOPMENT  
 YES  NO

RESEARCH AND DEVELOPMENT COMMENTS IF NEEDED

PROJECT FUNDING	Original Amount	Original Percentage	Amended Amount	Amended Percentage	Total Amount	Total Percentage
<b>Federal Award:</b>	\$ 20,000.00	39.22 %	\$	0.00 %	\$ 20,000.00	39.22 %
<b>State/Other Award:</b>	\$	0.00 %	\$	0.00 %	\$ 0.00	0.00 %
<b>Recipient Match:</b>	\$ 31,000.00	60.78 %	\$	0.00 %	\$ 31,000.00	60.78 %
<b>Total Award:</b>	\$ 51,000.00	100.00 %	\$ 0.00	0.00 %	\$ 51,000.00	100.00 %

**AGREEMENT ADMINISTRATION**  
 THE ATTACHMENTS IDENTIFIED BELOW ARE INCORPORATED BY REFERENCE AS THOUGH FULLY RESTATED HEREIN. THE RECIPIENT AGREES TO ADMINISTER THIS AGREEMENT IN ACCORDANCE WITH ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS INCLUDING, BUT NOT LIMITED TO:

APPLICABLE PROGRAM GUIDELINES <b>National Historic Preservation Act, 36CFR61, 68Mo253.408</b>	APPLICATION NUMBER	RECIPIENT APPLICATION, AS NEGOTIATED, DATED <b>11/14/2022</b>
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BUDGET PLAN Attachment # <b>A</b>	DETAILED SCOPE OF WORK Attachment # <b>A</b>	SPECIAL CONDITIONS Attachment # <b>B&amp;C</b>	GENERAL TERMS AND CONDITIONS Attachment # <b>B&amp;C</b>	SUSPENSION/DEBARMENT Attachment # <b>B</b>	PUBLIC LAW Attachment #
PUBLICATIONS Attachment #	EPA MBE/WBE UTILIZATION Attachment #	CERTIFICATE REGARDING LOBBYING Attachment #	INVOICE Attachment #	ADDITIONAL ATTACHMENTS Attachment # Attachment #	

AMENDMENT INFORMATION	
AMENDMENT ID	AMENDMENT DESCRIPTION (ATTACH ADDITIONAL PAGES AS NECESSARY)

**FEDERAL AWARD INFORMATION** (ATTACH ADDITIONAL PAGES AS NECESSARY)

FEDERAL AWARD PROJECT TITLE AND DESCRIPTION  
**2023 Historic preservation Fund Grant to Missouri: The objective is to provide Historic Preservation Fund money to State Historic Preservation Officers for the protection and conservation of state and local cultural and historic assets, and assist them in executing their historic preservation programs and activities pursuant to 54 U.S.C. 300101 et seq (commonly known as the Nation Historic Preservation Act).**

FEDERAL AWARDING AGENCY <b>National park Service</b>	FEDERAL AWARD ID NUMBER <b>P23AF00890</b>	PASS THROUGH ENTITY NAME <b>MoDNR, State Historic Preservation Office</b>
FEDERAL FUNDING YEAR <b>2023</b>	FEDERAL AWARD DATE <b>07/10/2023</b>	TOTAL AMOUNT OF FEDERAL AWARD <b>\$ 1,236,513.00</b>
HAVE YOU OR AN IMMEDIATE FAMILY MEMBER EVER SERVED IN THE U.S. ARMED FORCES? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		INDIRECT COST RATE FOR MoDNR <b>15 %</b>
*This question is optional.		
IF YES, WOULD YOU LIKE INFORMATION ABOUT MILITARY-RELATED SERVICES IN MISSOURI? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		
*This question is optional.		

**APPROVAL**

I am at least 18 years old, and certify I am duly authorized to accept this award for recipient using electronic signature. The recipient understands and agrees it is a condition precedent to receive reimbursement that recipient comply with and is not in breach or default of all terms and conditions of this award stated above and attached hereto, and that no request for reimbursement will be processed unless it is presented in proper form.

RECIPIENT ORGANIZATION AUTHORIZED OFFICIAL NAME AND TITLE (TYPED)	SIGNATURE	DATE
DEPARTMENT OF NATURAL RESOURCES DIRECTOR OR DESIGNEE NAME (TYPED)	SIGNATURE	DATE



**ATTACHMENT A:  
SCOPE, PURPOSE AND DESCRIPTION OF GRANT ACTIVITIES**

City of Sedalia  
Design Guidelines for Historic Residences  
Project No. P23AF00890-007

Starting Date: September 15, 2023

Ending Date: May 15, 2025

I. SCOPE AND PURPOSE:

The City of Sedalia will hire an architectural historian (herein referred to as the “consultant”) who meets the Secretary of the Interior’s Professional Qualifications to work with the City of Sedalia and the Historic Preservation Commission to develop and adopt Design Guidelines that can be used with all local historic districts of residential character. The design guidelines for this project are intended to be general and utilized by newly established historic districts until more specific guidelines can be written. The new Design Guidelines will be used to protect the irreplaceable historic character of Sedalia.

The new Design Guidelines will illustrate the design review criteria listed in Section 64-70 of the *Code of Ordinances* as has been established by the city's Historic Preservation Commission. These guidelines will provide guidance to those applying for Certificates of Appropriateness (COA) and assist the members of the Historic Preservation Commission in reviewing a COA for approval. They will also help city staff and elected officials to understand the city's expectations for the issuance of a COA when required for a property within this historic district.

Developing local guidelines is an eligible grant assisted activity for the Historic Preservation Fund (HPF Grants Manual Chapter 6(G)(c)). These Design Guidelines advance Goal 5 “Integrate historic preservation strategies into planning and routine procedures at all levels of government” of Missouri’s 2018-2024 Statewide Preservation Plan.

II. ACTIVITIES AND FUNCTIONS:

City staff will serve as the primary point of contact for this project and will be expected to ensure milestones are submitted to the Historic Preservation Fund (HPF) Grant Manager on a timely basis.

A. Consultant Selection Process

The City of Sedalia will hire a professional who meets the *Secretary of the Interior’s Professional Qualifications Standards* for an architectural historian, as outlined in Exhibit 1, to conduct the survey. The Request for Proposal (RFP) sent to consultants shall include a copy of Attachment A: Scope, Purpose and Description of Grant Activities, the Milestone Schedule, and Exhibit 3 from the Grant Agreement with budgetary information removed. Pursuant to 2 CFR 200.331, the sub-recipient shall require the language of the certification and terms applicable to financial assistance awards to be included in sub-award documents at all tiers, and sub-recipients shall certify and disclose accordingly. All contractual deadlines with the consultant shall not conflict with milestone deadlines set in the grant agreement. A draft of the RFP will be sent to the HPF Grant Manager **prior to initiating the bid process**. Documentation of the consultant selection process and a draft of the consultant contract shall be submitted to the HPF Grant Manager or their designee for approval **before it is signed**.

The consultant selection process shall produce the following products:

1. A **draft of the RFP** for review prior to the initiation of the bid process.
2. A documentation of the **consultant selection process** and a draft of the consultant contract **prior to signature**. This documentation includes:
  - a. Indication of who the RFP was sent to and when
  - b. Copies of all responses received (proposals and responses of no bid)
  - c. Score sheets/an explanation for why a consultant was chosen
  - d. The unsigned draft consultant contract noted above
3. A copy of the signed **consultant contract**.

#### B. Preparation of New Design Guidelines

The consultant will prepare the new Design Guidelines document based on guidance from Sedalia's Historic Preservation Commission. The design guidelines for other cities should be reviewed to understand how they express and illustrate preservation concepts. Upon request the SHPO office can provide links to example design guidelines for other Missouri communities. The new Design Guidelines shall include sections for, but not necessarily be limited to rehabilitation of residential buildings, buildings to be constructed as infill on empty lots, (both fixed and moveable), site planning, street furniture and streetscape. They shall also include information on the maintenance, repair and replacement of materials as well as guidance on new construction in future districts.

The Commission should provide to the consultant what they have identified as the special character of historic residential properties in the City of Sedalia and the properties needing to be protected. The consultant shall work with the Commission while drafting an illustrated history that identifies significant characteristics and features of the City and how they may be treated under the *Secretary of the Interior's Standards and Guidelines for the Treatment of Historic Properties*.

Drafts of the new Design Guidelines at approximately 30% and 70% will be required to be submitted to the SHPO for review, comment, and approval. The definitions of 30% and 70% will be determined in consultation between the consultant, the city, and the SHPO. They shall include as much visual data as is practicable to demonstrate the various recommendations, including line drawings, photographs, plans, renderings and/or other graphics. Photographs and renderings are preferred to be in color; line drawings and plans may be in black and white. Each draft will contain the visual data expected to be used for the text that is included when it is submitted to the SHPO for review.

At least one month prior to submitting each version (30%, 70% & 100%) of the new Design Guidelines to SHPO the consultant shall make a presentation to the Historic Preservation Commission with the general public invited. During these presentations the consultant will actively solicit ideas to incorporate into the new Design Guidelines and address questions from those in attendance. For each presentation the consultant shall provide adequate notice to be placed on the Historic Preservation Commission agenda and to allow the city to post notice to the public for at least two weeks. A sign-in sheet will be required to be kept and provided to the SHPO for each presentation.

The Design Guideline process shall produce the following products:

1. The consultant will set up a time with the HPF Grant Manager or their designee to discuss the expectations of the project before it begins. An email documenting the discussion will be sent to the HPF Grant Manager or their designee by the consultant.

2. Documentation of the first public meeting, including press release, newspaper/web advertisement and sign-in sheet.
3. A first draft of the Design Guidelines (30%) in Word format. If the document size exceeds 10MB a means acceptable to SHPO for submitting besides email will need to be used to deliver the draft document.
4. Documentation of the second public meeting, including press release, newspaper/web advertisement and sign-in sheet.
5. A second draft of the Design Guidelines (70%) in Word format. If the document size exceeds 10MB a means acceptable to SHPO for submitting besides email will need to be used to deliver the draft document.
6. Documentation of the third (final) public meeting, including press release, newspaper/web advertisement and sign-in sheet.
7. The final version of the new Design Guidelines in electronic format using an approved file transfer option
8. A link to the final version of the new Design Guidelines on the City of Sedalia's website. The Design Guidelines will be posted to the city's website and will continue to be publicly posted until a newer version of the document is developed.

### III. SPECIAL CONDITIONS

- A. As a recipient of a federal subaward, the City of Sedalia is subject to the requirements of 2 CFR 200.1 "Subaward", 200.101 "Applicability", and 200.331 "Requirements for pass-through entities."
- B. The procedures and requirements contained herein are subject to applicable laws and regulations, and any changes made to these laws and regulations, subsequent to the execution of this agreement. In the event that these procedures and requirements conflict with applicable federal laws, regulations and policies, the following order of precedence will prevail:
  1. Federal law
  2. Code of Federal Regulations
  3. Terms and conditions of grant award
  4. Historic Preservation Fund Grant Manual

The provisions included herein shall also be applied by the State to subgrantees and contractors performing work under this program.

- C. It is agreed that if the project should fall one (1) month behind the milestones, the Missouri Department of Natural Resources has the right unilaterally to terminate or reduce the dollar amount of this agreement. In addition, if the Department determines that full termination is warranted, the Department shall be sole authority in determining the amount of compensation owed.



- D. All work requiring expertise in history, archaeology, architectural history, architecture, or historic architecture will either be supervised or completed by personnel who meet the *Secretary of the Interior's Professional Qualifications* as listed in Exhibit 1.
- E. All content related to the treatment of historic properties shall conform to the *Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings*. The Standards and Guidelines can be found here: <https://www.nps.gov/orgs/1739/upload/treatment-guidelines-2017-part1-preservation-rehabilitation.pdf> and <https://www.nps.gov/orgs/1739/upload/treatment-guidelines-2017-part2-reconstruction-restoration.pdf>
- F. The Sedalia Historic Preservation Commission will have an opportunity to review and comment on milestone products before they are submitted to the HPF Grant Manager or their designee if they so choose. Any Commission comments will be submitted with the corresponding milestone to the HPF Grant Manager or their designee.
- G. All grant project funded publications, books, brochures and all public meeting notices regarding this grant project shall include the following acknowledgement:

*This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior, of the U.S. Government and Missouri Department of Natural Resources, State Historic Preservation Office. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior or the Department of Natural Resources, State Historic Preservation Office, nor does the mention of trade names or commercial products constitute endorsement or recommendation.*

[This acknowledgement may be in any size type on the notice]

- H. The HPF Grants Manager or their designee shall approve all rates of pay above the minimum wage for costs in the Personnel category. Costs in the Personnel category will conform to the HPF Grants Manual Chapter 13 (B)(12) and 2 CFR 200.430. The City of Sedalia staff is expected to track staff hours and volunteer time using Appendix C of the *Requesting Reimbursement for Grant Expenditures* Packet included as Exhibit 2. Reimbursement of Personnel costs shall not occur without documentation of the time spent and the rate of pay.

Project work will be completed and payments made according to the milestone/payment schedule and project budget that follows.



**MILESTONE/PAYMENT SCHEDULE**  
 City of Sedalia  
 Design Guidelines for Historic Residences  
 Project No. P23AF00890-007

Starting Date: September 15, 2023

Ending Date: May 15, 2025

<u>Milestone</u>	<u>Product</u>	<u>Date Due</u>	<u>Federal Share</u>	<u>Non-Federal Share</u>
#1	Draft RFP and/or RFQ submitted to the HPF Grant Manager or their designee <b>before</b> the bid process is initiated.	10/02/2023	\$ 0	\$ 0
#2	Documentation of the consultant selection process and a draft of the consultant contract <b>prior to signature</b> submitted to the HPF Grant Manager or their designee for review and approval.	2/15/2024	\$ 0	\$ 0
#3	Copy of signed consultant contract	03/15/2024	\$ 0	\$ 0
#4	An email documenting the discussion between the consultant, the City of Sedalia, and the HPF Grants Manager or their designee	04/15/2024	\$ 0	\$ 0
#5	Documentation of the first public meeting	6/03/2024	\$ 0	\$ 0
#6	First Draft of the Design Guidelines (30% Completion)	7/01/2024	\$ 0	\$ 0
#7	Documentation of the second public meeting	10/01/2024	\$ 0	\$ 0
#8	Second Draft of the Design Guidelines (70% Completion)	11/01/2024	Estimated 50% of expenses	Estimated 50% of expenses
#9	Final Draft of the Design Guidelines; Documentation of the third and final public meeting	3/03/2025	\$ 0	\$ 0
#10	Link to the Design Guidelines on the City of Sedalia's website	4/01/2025	\$ 0	\$ 0
#11	Submission of final project report and fiscal data.	05/01/2025	Estimated remaining expenses	Estimated remaining expenses
	<b>TOTALS:</b>		<b>\$20,000</b>	<b>\$31,000</b>

**BUDGET**  
City of Sedalia  
Design Guidelines for Historic Residences  
Project No. P23AF00890-007

Starting Date: September 15, 2023

Ending Date: May 15, 2025

<u>Cost Category</u>	<u>Federal Share</u>	<u>Non-Federal Cash</u>	<u>Total Cost</u>
Contractor	\$20,000.00	\$ 20,000.00	\$ 40,000.00
Personnel	\$0	\$ 10,000.00	\$ 10,000.00
Supplies	\$0	\$ 1,000.00	\$ 1,000.00
<hr/>			
Totals	\$20,000.00	\$ 31,000.00	\$ 51,000.00

**Attachment A: Exhibit 1**  
**The Secretary of the Interior's Professional Qualifications**  
**Published in 48 FR 44738-44739 (1983)**

The following requirements are those used by the National Park Service, and have been previously published in the Code of Federal Regulations, 36 CFR Part 61. The qualifications define minimum education and experience required to perform identification, evaluation, registration, and treatment activities. In some cases, additional areas or levels of expertise may be needed, depending on the complexity of the task and the nature of the historic properties involved. In the following definitions, a year of full-time professional experience need not consist of a continuous year of fulltime work but may be made up of discontinuous periods of full-time or part-time work adding up to the equivalent of a year of full-time experience.

History

The minimum professional qualifications in history are a graduate degree in history or closely related field; or a bachelor's degree in history or closely related field plus one of the following:

1. At least two years of full-time experience in research, writing, teaching, interpretation, or other demonstrable professional activity with an academic institution, historic organization or agency, museum, or other professional institution; or
2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of history.

Archeology

The minimum professional qualifications in archeology are a graduate degree in archeology, anthropology, or closely related field plus:

1. At least one year of full-time professional experience or equivalent specialized training in archeological research, administration or management;
2. At least four months of supervised field and analytic experience in general North American archeology; and
3. Demonstrated ability to carry research to completion.

In addition to these minimum qualifications, a professional in prehistoric archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the prehistoric period. A professional in historic archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the historic period.

Architectural History

The minimum professional qualifications in architectural history are a graduate degree in architectural history, art history, historic preservation, or closely related field, with coursework in American architectural history; or a bachelor's degree in architectural history, art history, historic preservation or closely related field plus one of the following:

1. At least two years of full-time experience in research, writing, or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum, or other professional institution; or

2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of American architectural history.

#### Architecture

The minimum professional qualifications in architecture are a professional degree in architecture plus at least two years of full-time experience in architecture; or a State license to practice architecture.

#### Historic Architecture

The minimum professional qualifications historic in architecture are a professional degree in architecture or a State license to practice architecture, plus one of the following:

1. At least one year of graduate study in architectural preservation, American architectural history, preservation planning, or closely related field; or
2. At least one year of full-time professional experience on historic preservation projects. Such graduate study or experience shall include detailed investigations of historic structures, preparation of historic structures research reports, and preparation of plans and specifications for preservation projects.



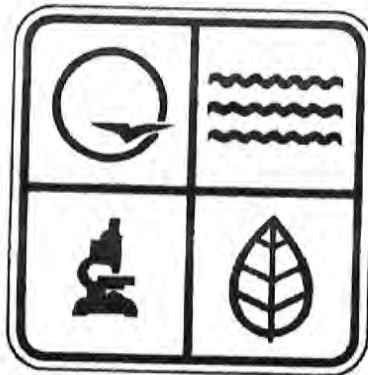
Attachment A  
Exhibit 2

Reimbursement Packet

# Historic Preservation Fund

29-22-10029-012

## REQUESTING REIMBURSEMENT FOR GRANT EXPENDITURES



DEPARTMENT OF NATURAL RESOURCES  
STATE HISTORIC PRESERVATION OFFICE

**Historic Preservation Program**

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**Requesting Reimbursement for Grant Expenditures**

**INTRODUCTION**

1. Expense Documentation Requirements

**APPENDICES:**

- A. Request for Reimbursement Coversheet
- B. Instructions for Submitting the Standard Reimbursement Invoice & Standard Reimbursement Invoice Form
- C. Volunteer or Staff Monthly Time Record and Certification
- D. Value of Donated Materials
- E. Value of Donated Equipment Use

# Historic Preservation Fund

## REQUEST FOR GRANT REIMBURSEMENT -- INTRODUCTION

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The attached packet contains the necessary forms for a Historic Preservation Fund (HPF) grant recipient to request reimbursement for monies spent on grant projects. In order to obtain reimbursement, the grant recipient must submit a completed reimbursement form with the supporting documentation to the HPF Grants Manager or their designee to demonstrate the expenditures and the completed status of the grant work. .

Each billing must contain the following information:

1. Requesting Reimbursement Cover Sheet (see Appendix A).
2. Standard Reimbursement Invoice (see Appendix B).
3. Bills, copies of front and back of cancelled checks, invoices, and other proofs of expenditures.
4. Forms documenting donated labor and/or city staff time contributed to the project, materials and/or space, and equipment (see Appendices C,D,E ).

**NOTE:** *Grant Recipients may request to use a format different than the method outlined above. Such requests must be in writing and must be approved in advance by the SHPO. The request must include an explanation for the necessity for such a format change and include a description of the proposed replacement method.*

*State universities may request the use of existing systems already in place as long as such systems can identify the categories of the costs specified in the grant budget. Such a request must be in writing and duly approved by the State Historic Preservation Office. Normally, a university would submit an OMB Form No. 80-R0183 Requests for Advance or Reimbursement for Payment, with either a ledger sheet or computer copy listing costs by category, followed by a copy of audits covering appropriate restricted fund accounts. Note DNR expects to be able to trace original budget via ledger or computer readout to assure cost zeroing.*

### FORMAT FOR LISTING OF EXPENDITURES BY CATEGORY:

In any billing, expenditures should be grouped by category. The following is the required format for listing expenditures by cost category:

- I. Personnel - name, check date, check number, check amount for each person on the payroll or paid as a consultant.  
(Attach time sheets if appropriate.)
- II. Travel/Other/Equipment - short description of expenditures, bills, check numbers, check dates, and amounts.
- III. Supplies - same as Travel/Other/Equipment.
- IV. Contractor.
- V. Indirect cost - indicate mathematical computation used to arrive at the dollar amount, then indicate dollar amount.

Special note: With regards to donated goods, services or equipment, such costs should be treated as follows for the purpose of listing expenditures:

Donated **time** should be in Category Personnel. Therefore, all time records should be included as proof of expenditures in that section.

Donated **equipment** should be listed only in Category Travel/Other/Equipment. All proofs and forms necessary to verify this type donation should be inserted in this section. Donated goods should either be listed in Category Travel/Other/Equipment or Supplies. All proofs and forms necessary to verify these types of donations should be inserted in those sections.



**HISTORIC PRESERVATION PROGRAM**  
**REQUEST FOR REIMBURSEMENT**

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**APPENDICES**



## INSTRUCTIONS FOR SUBMITTING THE STANDARD REIMBURSEMENT INVOICE (Appendix B)

ITEM DESCRIPTION	INSTRUCTIONS														
1) PROJECT NUMBER	Enter your assigned grant project number.														
2) DATE	Insert the date of your request for reimbursement.														
3) BILLING REQUEST #	Insert the number of your billing request. All bills are numbered sequentially starting with 1.														
4) GRANT RECIPIENT	Insert the name of the person or organization receiving the grant. This is located on the first page of your grant agreement.														
5) PROJECT NAME	Insert the name of your project as given in your original application.														
6) BILLING BUDGET	<p><b>A. COLUMN (1) BUDGET CATEGORIES:</b> All budget expenses should be grouped into the following categories:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;"><b>Personnel:</b></td> <td>All cash and inkind cost associated with anyone working on the project not including a contractor.</td> </tr> <tr> <td><b>Travel/ Other/Equipment</b></td> <td>All other cash and inkind costs other than supplies.</td> </tr> <tr> <td><b>Supplies:</b></td> <td>Purchase of pens, paper, film, and other sundries.</td> </tr> <tr> <td><b>Contractor:</b></td> <td>Cash paid to contractors.</td> </tr> <tr> <td><b>SUBTOTAL:</b></td> <td>The total of the previous 4 categories.</td> </tr> <tr> <td><b>Indirect Cost:</b></td> <td>(To be used only if the column shows up in your original budget). If this item is shown in the grant agreement budget, apply the correct percentage and multiply times the total of the previous 4 categories.</td> </tr> <tr> <td><b>TOTAL:</b></td> <td>Add the subtotal and indirect cost together.</td> </tr> </table> <p><b>B. COLUMN (2) ORIGINALLY BUDGETED:</b> Refer to the budget page in the grant agreement. Group the budget line items into the budget categories listed on the standard reimbursement invoice. Insert the total of the items in each budget category into the appropriate box.</p> <p><b>C. COLUMN (3) PREVIOUSLY EXPENDED:</b> If this is your first request enter "0" in all boxes. From request #2 on, keep a cumulative account of previous expenses in this column.</p> <p><b>D. CURRENT BILL COLUMN (4) CASH:</b> Insert on the lines provided, by cost category, the amount of CASH expenses on THIS BILL.</p> <p><b>E. CURRENT BILL COLUMN (5) INKIND:</b> Insert on the lines provided, by cost category, the amount of INKIND expenses on THIS BILL.</p> <p><b>F. REMAINING FUNDS:</b> Subtract columns 3,4,5, from column 2.</p>	<b>Personnel:</b>	All cash and inkind cost associated with anyone working on the project not including a contractor.	<b>Travel/ Other/Equipment</b>	All other cash and inkind costs other than supplies.	<b>Supplies:</b>	Purchase of pens, paper, film, and other sundries.	<b>Contractor:</b>	Cash paid to contractors.	<b>SUBTOTAL:</b>	The total of the previous 4 categories.	<b>Indirect Cost:</b>	(To be used only if the column shows up in your original budget). If this item is shown in the grant agreement budget, apply the correct percentage and multiply times the total of the previous 4 categories.	<b>TOTAL:</b>	Add the subtotal and indirect cost together.
<b>Personnel:</b>	All cash and inkind cost associated with anyone working on the project not including a contractor.														
<b>Travel/ Other/Equipment</b>	All other cash and inkind costs other than supplies.														
<b>Supplies:</b>	Purchase of pens, paper, film, and other sundries.														
<b>Contractor:</b>	Cash paid to contractors.														
<b>SUBTOTAL:</b>	The total of the previous 4 categories.														
<b>Indirect Cost:</b>	(To be used only if the column shows up in your original budget). If this item is shown in the grant agreement budget, apply the correct percentage and multiply times the total of the previous 4 categories.														
<b>TOTAL:</b>	Add the subtotal and indirect cost together.														
7) PURPOSE	List last milestones completed and approved.														
8) FEDERAL SHARE THIS BILLING	Enter on the line provided the amount of your federal request.														
9) NONFEDERAL SHARE THIS BILLING	Enter on the line provided the amount of local matching share being provided on this request for reimbursement.														
10) FEDERAL FUNDS REQUESTED THIS BILLING	Enter the Amount you are to be paid in a spelled out format.														
11) Authorized Signature	Sign form prior to submittal.														
12) Date	Enter the date of the submittal.														

# Historic Preservation Fund Grants - (Appendix B) CFDA #15-904 STANDARD REIMBURSEMENT INVOICE

PROJECT NO: \_\_\_\_\_ 2. DATE: \_\_\_\_\_ 3. BILLING REQUEST #: \_\_\_\_\_

4. GRANT RECIPIENT: \_\_\_\_\_

5. PROJECT NAME: \_\_\_\_\_

**6. REIMBURSEMENT BUDGET:**

CURRENT BILLING

BUDGET CATEGORY (1)	ORIGINALLY BUDGETED (2)	PREVIOUSLY EXPENDED (3)	CASH EXPENSES (4)	IN-KIND EXPENSES (5)	REMAINING FUNDS (6)
Personnel					
Travel/ Other/ Equipment					
Supplies					
Contractor					
SUBTOTAL					
Indirect					
TOTAL					

7. PURPOSE: This payment represents the completion of the following milestones:

8. FEDERAL SHARE THIS BILL: \_\_\_\_\_ 9. NONFEDERAL SHARE THIS BILL: \$ \_\_\_\_\_

**10. FEDERAL FUNDS REQUESTED IN THIS BILLING:**

As authorized representative of the recipient organization, I swear and affirm that the information reported above is accurate and correct. We hereby request reimbursement from the state for monies expended on this project. Documentation on these expenditures is attached to this request. We further warrant that all funds expended on this project were in accordance with the regulations set by the Department of the Interior, National Park Service, and the Department of Natural Resources and were for costs enumerated in the grant agreement between the recipient organization and MDNR. I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made or will be made in accordance with the subgrant and that payment is due and has not been previously requested.

**11. Authorized Signature** \_\_\_\_\_

**12. Date** \_\_\_\_\_

**(For State Use Only)**

Accepted [ ] Denied [ ] Returned [ ]

\_\_\_\_\_  
Grant Manager Signature

\_\_\_\_\_  
Date

Accepted [ ] Denied [ ] Returned [ ]

\_\_\_\_\_  
SHPO Director Signature

\_\_\_\_\_  
Date



**Historic Preservation Fund Grants (Appendix C)**  
**VOLUNTEER/ STAFF MONTHLY TIME RECORD AND CERTIFICATION**

RECIPIENT: \_\_\_\_\_ MONTH/YEAR: \_\_\_\_\_  
 VOLUNTEER/STAFF NAME: \_\_\_\_\_ PROJECT NUMBER: \_\_\_\_\_

DAY	TASK	HOURS	HOURLY RATE	DAILY TOTAL
<b>TOTAL HOURS</b>			<b>TOTAL AMOUNT</b>	

**DONOR CERTIFICATION:**  
 I swear and affirm that I have donated/contributed the above reported hours toward the grant project goals and objectives as outlined in the agreement between the Department of Natural Resources and the recipient organization. In addition, I swear and affirm that the above referenced hourly rate has been arrived at by reference to U.S. Bureau of Labor and Statistics' Occupational Employment Statistics for Missouri. .

\_\_\_\_\_  
 Signature of Donor and Date

\_\_\_\_\_  
 Verified by Local Official and Date



## Historic Preservation Fund Grants (Appendix E) VALUE OF DONATED EQUIPMENT USE

PROJECT NAME: \_\_\_\_\_ PROJECT NUMBER: \_\_\_\_\_

DONOR: \_\_\_\_\_

DATE	TYPE & SIZE OF EQUIPMENT	TOTAL HOURS OF USE	HOURLY RATE FROM ACCEPTABLE SOURCE	VALUE OF DONATION (Hours of Use X Hourly Rate)	EQUIPMENT OPERATORS SIGNATURE
<b>TOTAL VALUE OF DONATION:</b>					

\_\_\_\_\_  
Verifying Official's Signature

(RETAIN FOR AUDIT)

\_\_\_\_\_  
Date

**MISSOURI DEPARTMENT OF NATURAL RESOURCES**  
**Federal Financial Assistance Agreements**  
**General Terms and Conditions**

These general terms and conditions highlight requirements which are especially pertinent to federal assistance agreements made by the Missouri Department of Natural Resources. These general terms and conditions do not set out all of the provisions of the applicable laws and regulations, nor do they represent an exhaustive list of all requirements applicable to this award. These terms and conditions are emphasized here because they are frequently invoked and their violation is of serious concern.

Pursuant to 2 CFR 200.331, the sub-recipient shall require the language of the certifications and terms applicable to financial assistance awards to be included in sub-award document at all tiers and all sub-recipients shall certify and disclose accordingly. This "flow down" requirement imposed on the sponsoring agent by the Department is to ensure the financial assistance agreement is used in accordance with Federal statutes, regulations and the terms of the agreement. The sponsoring agent is accountable to the Department for compliance with Federal requirements. In turn, the Department is responsible to federal agency for ensuring sponsoring agents comply with Federal requirements and with federal General Terms and Conditions:

In addition to these terms and conditions, the recipient must comply with all governing requirements of their financial assistance agreement, including the Title 2 Grants and Agreements, Chapter II Part 200 of the Code of Federal Regulation, under the title "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." The regulations can be found at [http://www.ecfr.gov/cgi-bin/text-idx?SID=da74e925e27b89e7f8625019850377cf&tpl=/ecfrbrowse/Title02/2tab\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=da74e925e27b89e7f8625019850377cf&tpl=/ecfrbrowse/Title02/2tab_02.tpl).

**I. Administrative Requirements**

A. **Method of Payment.** The recipient will be reimbursed by the Department for all allowable expenses incurred in performing the scope of services. The recipient shall report project expenses and submit to the Department original payment requests as required by division/program per the financial assistance agreement. The form must be completed with the Department payment request amount and local share detailed, if applicable. Payment requests must provide a breakdown of project expenses by the budget categories contained in the financial assistance agreement budget. Payment requests must be received by the Department per the financial assistance agreement. No reimbursement will be made for expenditures prior to award unless approval for pre-award costs has been granted. No reimbursements will be made for expenditures incurred after the closing budget date unless a budget time period extension has been granted by the Department prior to the closing budget date.

1. Payments under non-construction grants will be based on the grant sharing ratio as applied to the total agreed project cost for each invoice submitted unless the financial assistance agreement specifically provides for advance



payments. Advance payments may only be made upon a showing of good cause or special circumstances, as determined by the Department and must be as close as is administratively feasible to the actual disbursement. Advance payments will only be made to cover estimated expenditures as agreed. The Department will not advance more than 25% of the total amount of the grant unless the recipient demonstrates good cause.

2. All payment requests must have the following certification by the authorized recipient official: By signing this report, I certify to the best of my knowledge and belief the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the financial assistance agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

**B. Retention and Custodial Requirements for Records.** The recipient shall retain financial records, supporting documents, statistical records and all other records pertinent to the financial assistance agreement for a period of five years starting from the date of submission of the final payment request. Authorized representatives of federal awarding agencies, the Federal Inspectors General, the Comptroller General of the United States, the State Auditor's Office, the Department or any of their designees shall have access to any pertinent books, documents, and records of recipient in order to conduct audits or examinations. The recipient agrees to allow monitoring and auditing by the Department and/or authorized representative. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five year period, the recipient shall retain records until all litigations, claims or audit findings involving the records have been resolved and final action taken.

**C. Program Income.**

1. The recipient is encouraged to earn income to defray program costs. Program income means gross income earned that is directly generated by a supported activity or earned as a result of the financial assistance agreement during the period of performance. Program income includes but is not limited to income from: fees for services performed, the use or rental of real or personal property acquired with financial assistance funds, the sale of commodities or items fabricated under the financial assistance agreement, license fees and royalties on patents and copyrights and payments of principal and interest on loans made with financial assistance funds. Program income does not include items such as rebates, credits, discounts, or refunds and interest earned.

2. Program income shall be deducted from total allowable outlays to determine net allowable costs. With prior approval of the federal awarding agency, program income may be added to the federal award or used to meet cost sharing or matching requirements. The default deductive alternative requires that program income be deducted from total allowable costs to determine the net allowable amount to which the respective matching ratios are applied. For example, 50/50 share ratio agreement with total allowable costs of \$10,000 that earns \$1,000 in program income would result in \$4,500 net share and a \$4,500 net financial assistance share.

**D. Match or Cost Share Funding.** In general, match or cost sharing represents that portion of project costs not borne by state appropriations. The matching share will usually be prescribed as a minimum percentage. In-kind (noncash) contributions are allowable project costs when they directly benefit and are necessary and reasonable for the accomplishment of the project or program objectives. Any in-kind match must be assigned a fair market value consistent with those paid for similar work in the labor market and be documented and verifiable. Neither costs nor the values of third party in-kind contributions count towards satisfying a cost sharing or matching requirement of a grant agreement if they have been or will be counted towards satisfying a cost sharing or matching requirement of another federal financial assistance agreement, a federal procurement contract, or any other award of federal funds. Federal funds from another federal grant or financial assistance agreement shall not count towards satisfying a cost sharing or matching requirement of a grant agreement.

1. Match or cost share funding will be established by the Department through negotiation with the recipient. Signature by both the Department and recipient on the financial assistance agreement form firmly affixes the match or cost sharing ratios. Full expenditure of recipient match or cost share funding is required over the life of the financial assistance agreement. Recipient must submit payment requests to the Department, as required by the financial assistance agreement, and provide financial records for total expenditure of state and match or cost share funding. The Department will reimburse the recipient for its percentage portion agreed to less any negotiated withholding.
2. Failure to provide 100% of the match or cost share ratio of total expenditures as identified in the financial assistance agreement may cause the recipient to become ineligible to receive additional financial assistance from the Department. Failure to provide the required match may result in other enforcement remedies as stated in Y. for noncompliance.

**E. Financial Management Systems.** The financial management systems of the recipient must meet the following standards:

1. **Financial Reporting.** Accurate, current, and complete disclosure of financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the financial assistance agreement;
2. **Accounting Records.** Maintain records which adequately identify the source and application of funds provided for financially assisted activities to include the CFDA title and number, Federal Award Identification Number (FAIN) and year, name of the federal agency and pass-thru entity. These records must contain information pertaining to financial assistance awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income;
3. **Internal Control.** Effective written internal controls and accountability must be maintained for all recipient cash, real and personal property, and other assets. The recipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes. These internal controls should be in compliance with guidance in the "Standards for Internal Control in the Federal Government" and the "Internal Control Integrated Framework";
4. **Budget Control.** Actual expenditures or outlays must be compared with budgeted amounts for each financial assistance agreement;
5. **Allowable Costs.** OMB cost principles, applicable federal agency program regulations, and the financial assistance agreement scope of work will be followed in determining the reasonableness, allowability and allocability of costs;
6. **Source Documentation.** Records must adequately identify the source and application of funds for federally funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation. The documentation must be made available by the recipient at the Department's request or any of the following: authorized representatives of the federal awarding agency, the Federal Inspector General, the Comptroller General of the United States, State Auditor's Office or any of their designees;
7. The recipient shall have written procedures in place to minimize the time lapsed between money disbursed by the Department and spent by the recipient.

- F. **Reporting of Program Performance.** The recipient shall submit to the Department a performance report for each program, function, or activity as specified by the financial assistance agreement or at least annually and/or after completion of the project. Performance report requirements, if not expressly stated in the scope of work, should include, at a minimum, a comparison of actual accomplishments to the goals established, reasons why goals were not met, including analysis and explanation of cost overruns or higher unit cost when appropriate, and other pertinent information. Representatives of the Department, the federal awarding agency, the Federal Inspector General, the Comptroller General of the United States, State Auditor's Office or any of their designees shall have the right to visit the project site(s) during reasonable hours for the duration of the contract period and for five years thereafter.
- G. **Budget and Scope of Work Revisions.** The recipient is permitted to rebudget within the approved direct cost budget to meet unanticipated requirements. The following is a non-exclusive listing of when a recipient must request approval in writing to revise budgets and scopes of work under the following conditions:
1. For non-construction grants, the recipient shall obtain the prior approval of the Department, unless waived by the Department, for cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions or activities when the accumulative amounts of such transfers exceed or are expected to exceed 10% of the current total approved budget whenever the Department's share exceeds the simplified acquisition amount threshold.
  2. For construction and non-construction projects, the recipient shall obtain prior written approval from the Department for any budget revision which would result in the need for additional funds.
  3. For combined non-construction and construction projects, the recipient must obtain prior written approval from the Department before making any fund or budget transfer from the non-construction to construction or vice versa.
  4. A recipient under non-construction projects must obtain prior written approval from the Department whenever contracting out, subgranting, or otherwise obtaining a third party to perform activities which are central to the purpose of the award.
  5. Changes to the scope of services, including changes to key personnel described in the financial assistance agreement, must receive prior approval from the Department. Approved changes in the scope of work or budget shall be incorporated by written amendment to the financial assistance agreement.



6. The disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.
  7. Changes in the amount of approved cost-sharing or matching provided by the recipient. No other prior approval requirements for specific items may be imposed unless a deviation has been approved.
  8. Initiate a one-time extension of the period of performance by up to 12 months unless one or more of the conditions outlined below apply. For one-time extensions, the recipient must notify the Department in writing with the supporting reasons and revised period of performance at least 90 calendar days before the end of the period of performance specified in the financial assistance agreement. This one-time extension may not be exercised merely for the purpose of using unobligated balances. Extensions require explicit prior approval from Department when:
    - a. The terms and conditions of the financial assistance agreement prohibit the extension.
    - b. The extension requires additional funds.
    - c. The extension involves any change in the approved objectives or scope of the project.
    - d. Carry forward unobligated balances to subsequent period of performance.
  9. Extending the agreement past the original completion date requires approval of the Department.
- H. **Equipment Use.** The recipient agrees that any equipment purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of this agreement. The recipient may not use equipment purchased pursuant to this agreement for any other purpose without approval from the Department. The equipment shall not be moved from the State of Missouri without approval from the Department. State agencies shall follow the Code of State Regulations. The following standards shall govern the utilization and disposition of equipment acquired with financial assistance funds:
1. Title to equipment acquired under this financial assistance agreement will vest with the recipient on acquisition. Equipment means an article of nonexpendable, tangible personal property (including information technology systems) having a useful life of more than one year and a per unit acquisition cost which equals or exceed the lesser of the capitalization level established by the recipient for financial statement purposes or \$5,000.

- a. Equipment shall be used by the recipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Department funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by the Department or the federal agency. If the Department puts the recipient on notice that it believes assistance assets are not being used for the intended purpose, the recipient shall not sell, give away, move or abandon the assets without the Department's prior written approval.
  - b. The recipient shall also make equipment available for use on other projects or programs currently or previously supported by the Department, providing such use will not interfere with the work on the projects or program for which it was originally acquired. User fees should be considered if appropriate.
  - c. The recipient must not use equipment acquired with funding from this financial assistance agreement to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by state or federal law. This fee may be considered program income under Section C, Program Income.
  - d. When acquiring replacement equipment, the recipient may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the Department.
2. Equipment Management. The recipient's procedures for managing equipment, whether acquired in whole or in part with financial assistance funds, will, at a minimum, meet the following requirements until disposition takes place:
- a. The recipient must maintain property records that include a description of the equipment, a serial number or other identification number, the source of funding, the acquisition date, cost of the property, percentage of federal or state participation in the cost of the property, the location, use and condition of the property and disposition information including the date of the disposal and sale price of the property.
  - b. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

- c. A control system must be developed to ensure adequate safeguards to prevent against loss, damage, or theft of the property. Any loss, damage, or theft shall be reported to and investigated by local authorities. The recipient shall procure and maintain insurance covering loss or damage to equipment purchased with a financial assistance agreement, with financially sound and reputable insurance companies or through self-insurance. Amounts and coverage of such risks should be that which are usually carried by companies engaged in the same or similar business and similarly situated.
  - d. The recipient must develop adequate maintenance procedures to keep the property in good condition.
  - e. If the recipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
3. Disposition. When original or replacement equipment acquired under the financial assistance agreement is no longer needed for the original project or program or for other activities currently or previously supported by the Department, the recipient shall dispose of the equipment as follows:
- a. Items of equipment with a current per-unit fair market value \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Department.
  - b. For items of equipment with a current per unit fair market value of more than \$5,000, the Department shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the Department's share of the equipment. Disposition instructions must be requested from the Department when equipment is no longer needed.
  - c. In cases where a recipient fails to take appropriate disposition actions, the Department may direct the recipient how to dispose of the equipment.
  - d. If the Department puts the recipient on notice that it believes assistance assets are not being used for the intended purpose, the recipient shall not sell, give away, move or abandon the asset without Department's written approval.
- I. **Supplies.** The recipient agrees that all supplies purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of this agreement. Title to supplies acquired under a financial assistance agreement will

vest, upon acquisitions, with the recipient. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of the award, and if the supplies are not needed for any other federally sponsored programs or projects, the recipient shall compensate the department for its share. The recipient must not use supplies acquired with funding from this financial assistance agreement to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by state or federal law. This fee may be considered program income under Section C, Program Income.

- J. **Inventions and Patents.** If any recipient produces subject matter, which is or may be patentable in the course of work sponsored by this financial assistance agreement, the recipient shall promptly and fully disclose such subject matter in writing to the Department. In the event that the recipient fails or declines to file Letters of Patent or to recognize patentable subject matter, the Department reserves the right to file the same. The Department grants to the recipient the opportunity to acquire an exclusive license, including the right to sublicense, with a royalty consideration paid to the Department. Payment of royalties by recipient to the Department will be addressed in a separate royalty agreement.
- K. **Copyrights.** Except as otherwise provided in the terms and conditions of this financial assistance agreement, the author or the recipient is free to copyright any books, publications, or other copyrightable material developed in the course of this agreement. However, the Department and federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, with the approval of the Department, the work for government purposes.
- L. **Prior Approval for Publications.** The recipient shall submit to the Department two draft copies of each publication and other printed materials which are intended for distribution and are financed, wholly or in part, by financial assistance funds. The recipient shall not print or distribute any publication until receiving written approval by the Department.
- M. **Mandatory Disclosures.** The recipient agrees that all statements, press releases, requests for proposals, bid solicitations, and other documents describing the program/project for which funds are now being awarded will include a statement of the percentage of the total cost of the program/project which is financed with federal and state money, and the dollar amount of federal and state funds for the program/project.
- N. **Procurement Standards.** The recipient shall use their own documented procurement procedures that reflect applicable state and local laws and regulations provided that procurement conforms to standards set forth in the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."



1. No work or services paid for wholly or in part with state or federal funds, will be contracted without the written consent of the Department.
  2. The recipient agrees that any contract, interagency agreement, or equipment to be procured under this award which was not included in the approved work plan must receive formal Department approval prior to expenditure of funds associated with that contract, interagency agreement, or equipment purchase.
- O. **Audit Requirements.** The Department and the State Auditor's Office have the right to conduct audits of recipients at any time. The recipient shall arrange for independent audits as prescribed in "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Subpart F", as applicable. Audits must confirm that records accurately reflect the operations of the recipient; the internal control structure provides reasonable assurance that assets are safeguarded, and recipient is in compliance with applicable laws and regulations. When the recipient has its yearly audit conducted by a governmental agency or private auditing firm, the relevant portion(s) of the audit report will be submitted to the Department. Other portions of the audit shall be made available at the Department's request.
- P. **Freedom of Information Act.** In response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the Department must request, and the recipient must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the Department obtains the research data solely in response to a FOIA request, the Department may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Department and the recipient. This fee is in addition to any fees the Federal awarding agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).
- Q. **Conflicts of Interest.** The recipients must have written standards and policies covering conflicts of interest. No party to this financial assistance agreement, nor any officer, agent, or employee of either party to this assistance agreement, shall participate in any decision related to such assistance agreement which could result in a real or apparent conflict of interest, including any decision which would affect their personal or pecuniary interest, directly or indirectly. The recipient is advised that, consistent with Chapter 105, RSMo, no state employee shall perform any service for consideration paid by the recipient for one year after termination of the employee's state employment by which the former state employee attempts to influence a decision of a state agency. A state employee who leaves state employment is permanently banned from performing any service for any consideration in relation to any case, decision, proceeding, or application in which the employee personally participated during state employment.

- R. **State Appropriated Funding.** The recipient agrees that funds expended for the purposes of this financial assistance agreement must be appropriated and made available by the Missouri General Assembly for each fiscal year included within the financial assistance agreement period, as well as being awarded by the federal or state agency supporting the project. Therefore, the financial assistance agreement shall automatically terminate without penalty or termination costs if such funds are not appropriated and/or granted. In the event that funds are not appropriated and/or granted for the financial assistance agreement, the recipient shall not prohibit or otherwise limit the Department's right to pursue alternate solutions and remedies as deemed necessary for the conduct of state government affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the financial assistance agreement.
- S. **Eligibility, Debarment and Suspension (SubPart C).** By applying for this financial assistance agreement, the recipient verifies that it, its board of directors, and all of its principals are currently in compliance with all state and federal environmental laws and court orders issued pursuant to those laws, and that all environmental violations have been resolved (for example, no pending or unresolved Notice of Violation (NOV)) at the time of application. If compliance issues exist, the recipient shall disclose to the Department all pending or unresolved violations noted in a NOV, administrative order, or civil and criminal lawsuit, but only where those alleged violations occurred in the State of Missouri. If a NOV occurs during the financial assistance period, the recipient must notify the Department immediately. The Department will not make any award or payment at any time to any party which is debarred or suspended, under federal or state authority, or is otherwise excluded from or ineligible for participation in federal assistance under Executive Order 12549, "Debarment and Suspension." The recipient may access the Excluded Parties List at [www.sam.gov](http://www.sam.gov).
- T. **Restrictions on Lobbying.** No portion of this agreement may be expended by the recipient to pay any person for influencing or attempting to influence the executive or legislative branch with respect to the following actions: awarding of a contract; making of an assistance agreement; making of a loan; entering into a cooperative agreement; or the extension, continuation, renewal, amendment or modification of any of these as prohibited by Section 319, Public Law 101-121 (31 U.S.C. 1352).
- In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- U. **Recycled Paper.** Consistent with Federal Executive Order 13423 and EPA Executive Order 1000.25, the recipient shall use recycled paper consisting of at least 30% post-consumer fiber and double sided printing for all reports which are prepared as a part of this assistance agreement and delivered to the Department. The recipient must use

recycled paper for any materials that it produces and makes available to any parties. The chasing arrows symbol representing the recycled content of the paper will be clearly displayed on at least one page of any materials provided to any parties.

**V. Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms.** In accordance with Missouri Executive Order No. 15-06 and federal administrative provisions, all recipients shall make every feasible effort to target the percentage of goods and services procured from certified minority business enterprises (MBE) and women business enterprises (WBE) to 10% and 10%, respectively, when utilizing financial assistance funds to purchase supplies, equipment, construction and services related to this financial assistance agreement.

1. The recipient agrees to take all necessary affirmative steps required to assure that small and minority firms and women's business enterprises are used when possible as sources when procuring supplies, equipment, construction and services related to the financial assistance agreement. The recipient agrees to include information about these requirements in solicitation documents. Affirmative steps shall include:
  - a. Placing qualified small and minority business and women's business enterprises on solicitation lists;
  - b. Ensuring that small and minority business and women's business enterprises are solicited whenever they are potential sources;
  - c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority business and women's business enterprises;
  - d. Establishing delivery schedules, where the requirements of work will encourage participation by small and minority business and women's business enterprises;
  - e. Using the services of the Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce and the MO Office of Equal Opportunity, and;
  - f. Requiring any prime contractor or other subrecipients, if subagreements are to be allowed, to take the affirmative steps in subparagraphs a. through e. of this section.
2. For EPA funded financial assistance agreements, the recipient agrees to include disadvantaged business enterprises in the affirmative steps indicated above. For EPA funded financial assistance agreements, when



required the recipient shall utilize EPA form 5700-52A to report to Department procurements under the financial assistance agreement.

W. **Disputes.** The recipient and the Department should attempt to resolve disagreements concerning the administration or performance of the financial assistance agreement. If an agreement cannot be reached, the Department will provide a written decision. Such decision of the Department shall be final unless a request for review is submitted to the division director within ten (10) business days after the decision. Such request shall include: (1) a copy of the Department's final decision; (2) a statement of the amount in dispute; (3) a brief description of the issue(s) involved; and (4) a concise statement of the objections to the final decision. A decision by the Department shall constitute final action.

#### X. **Termination**

1. **Termination for Cause.** The Department may terminate any financial assistance agreement, in whole or in part, at any time before the date of completion whenever it is determined that the recipient has failed to comply with the terms and conditions of the financial assistance agreement. The Department shall promptly notify the recipient in writing of such a determination and the reasons for the termination, together with the effective date. The Department reserves the right to withhold all or a portion of agreement funds if the recipient violates any term or condition of this financial assistance agreement. Termination for cause may be considered for evaluating future applications. The recipient may object to terminations with cause and may provide information and documentation challenging the termination.
2. **Termination for Convenience.** Both the Department and the recipient may terminate the financial assistance agreement, in whole or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.
3. Financial assistance agreements are not transferable to any person or entity.
4. Department and the recipient remain responsible for compliance with all closeout requirements.

Y. **Enforcement; Remedies for Noncompliance.** If the recipient falsifies any award document or materially fails to comply with any term of this financial assistance agreement, the Department may take one or more of the following actions, as appropriate:

1. Suspend or terminate, in whole or part, the current agreement;



2. Disallow all or part of the cost of the activity or action not in compliance;
  3. Temporarily withhold cash payments pending the recipient's correction of the deficiency;
  4. Withhold further awards from the recipient;
  5. Order the recipient not to transfer ownership of equipment purchased with assistance money without prior Department approval; or
  6. Take other remedies that may be legally available, including cost recovery, breach of contract, and suspension or debarment.
- Z. **Subgrantee's Signature.** The recipient's signature on the application and the award documents signifies the recipient's agreement to all of the terms and conditions of the financial assistance agreement.
- AA. **Human Trafficking. This requirement applies to non-profit recipients or subrecipients.** The recipient, their employees, subrecipients under this agreement, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the agreement is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the agreement or subagreements under the award. The department has the right to terminate unilaterally: (1) implement section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, noncompliance that are available to the recipient under this agreement.
- BB. **Illegal Immigration.** Any municipality that enacts or adopts a sanctuary policy will be ineligible for moneys provided through financial assistance agreements administered by any state agency or department until the policy is repealed or is no longer in effect (Missouri Statutes – RSMo 67.307 (2)). No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri (RSMo 285.525 – 285.530).
- CC. **Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

**DD. Federal Funding Accountability and Transparency Act (FFATA)**

**Requirements.** If the original assistance agreement amount is \$30,000 or more or an amendment increases the award amount to \$30,000 or greater, the recipient must submit the following to the Department prior to Department signing the amendment (Subrecipient Informational Form):

1. Location of the entity receiving the financial assistance and primary location of performance under the award, including city, state, congressional district and county;
2. A unique entity identifier of the entity receiving the financial assistance;
3. A unique entity identifier of the parent entity of the recipient; and
4. Names and total compensation for the five most highly compensated officers for the preceding completed fiscal year

**EE. Executive Compensation.** If FFATA reporting requirements apply and if the agreement period will exceed 12 months, the recipient must provide to the Department updated compensation information for their five most highly compensated officers using the Subrecipient Informational Form at the end of each 12 month period.

**FF. Competency.** The recipient ensures that all personnel associated with this financial assistance agreement, including staff, contractors and subrecipients, possess adequate education, training and experience to satisfactorily perform all technical tasks to be performed in order to fulfill the requirements of this agreement.

**GG. Prohibition on certain telecommunications and video surveillance service or equipment.** Recipient is prohibited from obligating or expending funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, cost incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
  - a. Procure or obtain, extend or renew a contract to procure or obtain;
  - b. Enter into a contract (or renew a contract) to procure, or
  - c. Obtain the equipment, services, or systems

## II. **Statutory Requirements**

The recipient must comply with all federal, state and local laws relating to employment, construction, research, environmental compliance, and other activities associated with grants from the Department. Failure to abide by these laws is sufficient grounds to cancel the agreement. For a copy of state and federal laws that typically apply to financial assistance agreements contact the Department. By applying for this financial assistance agreement, the recipient certifies that the recipient, its board of directors and principals are in compliance with the specific federal and state laws set out below. Further, the recipient shall report to the Department any instance in which the recipient or any member of its board of directors or principals is determined by any administrative agency or by any court in connection with any judicial proceeding to be in noncompliance with any of the specific federal or state laws set forth below. Such report shall be submitted within ten (10) working days following such determination. Failure to comply with the reporting requirement may be grounds for termination of this financial assistance agreement or suspension or debarment of the recipient.

### A. Laws and regulations related to nondiscrimination:

1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, including Limited English Proficiency (LEP);
2. Title VII of the Civil Rights Act of 1964 found at 42 U.S.C. §2000(e) et.seq. which prohibits discrimination on the basis of race, color, religion, national origin, or sex:

3. Title IX of the Education Amendments of 1972, as amended (U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability;
5. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 621-634), which prohibits discrimination on the basis of age;
6. Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
7. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
8. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
9. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
10. Chapter 213 of the Missouri Revised Statutes which prohibits discrimination on the basis of race, color, religion, national origin, sex, age, and disability.
11. The Americans with Disabilities Act (P. L. 101-336), 42 U. S. C. §12101 et seq., relating to nondiscrimination with respect to employment, public services, public accommodations and telecommunications.
12. Any other nondiscrimination provisions in the specific statute(s) and regulations under which application for federal assistance is being made.
13. The requirements of any other nondiscrimination statute(s) and regulations which may apply to the application.



B. State and Federal Environmental Laws:

1. The Federal Clean Air Act, 42 U.S.C. § 7606, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
  2. The Federal Water Pollution Control Act, 33 U.S.C. § 1368, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
  3. The National Environmental Policy Act of 1969, 42 U.S.C. § 4321 et seq., as amended, particularly as it relates to the assessment of the environmental impact of federally assisted projects.
  4. The National Historic Preservation Act of 1966, 16 U.S.C. § 470 et seq., as amended, relating to the preservation of historic landmarks.
  5. Earthquakes - Seismic Building and Construction Ordinances, §§ 319.200 - 319.207, RSMo (Cum. Supp. 1990), relating to the adoption of seismic design and construction ordinances by certain cities, towns, villages and counties.
  6. The Missouri Clean Water Law, Sections 644.006 to 644.141, RSMo.
  7. The Missouri Hazardous Waste Management Law, Section, 260.350 to 260.430, RSMo.
  8. The Missouri Solid Waste Management Law, Sections 260.200 to 260.245, RSMo.
  9. The Missouri Air Conservation Law, Sections 643.101 to 643.190, RSMo.
- C. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601 and 4651 et seq., relating to acquisition of interest in real property or any displacement of persons, businesses, or farm operations.
- D. The Hatch Act, 5 U.S.C. § 1501 et seq., as amended, relating to certain political activities of certain State and local employees.
- E. The Archaeological and Historic Preservation Act of 1974 (Public Law 93-291) relating to potential loss or destruction of significant scientific, historical, or archaeological data in connection with federally assisted activities.

- F. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- G. The flood insurance purchase requirements of § 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- H. The Privacy Act of 1974, P.L. 93-579, as amended prohibiting the maintenance of information about any individual in a manner which would violate the provision of the Act.
- I. Public Law 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
- J. The Laboratory Animal Welfare Act of 1966 (P. L. 89-544), 7 U.S.C. § 2131 et seq., pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- K. The following additional requirements apply to projects that involve construction:
  - 1. The Davis-Bacon Act, as amended, 40 U.S.C. § 276a et seq., respecting wage rates for federally assisted construction contracts in excess of \$2000.
  - 2. The Copeland (Anti-Kickback) Act, 18 U.S.C. § 874, 40 U.S.C. § 276c.
  - 3. The Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327 et seq.
  - 4. Convict labor shall not be used on construction projects unless by convicts who are on work release, parole, or probation.
  - 5. The Lead-Based Paint Poisoning Prevention Act (42 U. S. C. § 4801 et seq.) which prohibits the use of lead paint in construction or rehabilitation of residence structures.

**ATTACHMENT B**

**EXHIBIT 1**

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

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

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

(Name of Applicant-Recipient)

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

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

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

\_\_\_\_\_ DATED

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

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

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



**ATTACHMENT B**

**EXHIBIT 2**

**Mid-Term Budget Report**

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

1. Use as many sheets as necessary to list all costs associated with the grant activity.

2. Enter the project name and assigned project grant number.

**I. List expenditures by COST CATEGORY:**

**A. Personnel/Fringe:** list each person on the payroll paid as a consultant, indicating name, date, check number. Attach time sheets if necessary.

**B. Travel/Other/Equipment:** provide a short description of expenditures, bills, check numbers, check dates, and amounts.

**C. Supplies:** same as for travel/other/equipment.

**D. Contractor:** list costs paid under grant agreement with contractor. Include copies of contractor invoices and verification of payment made to contractor.

**E. Indirect Cost:** indicate mathematical computation used to arrive at the dollar amount, then indicate dollar amount.

**Special note: With regards to donated goods, services or equipment, such costs should be treated as follows for the purpose of listing expenditures:**

Donated **time** should be listed in category **A**. Therefore, all time records should be included as proof of expenditures in that section.

Donated **equipment** should be listed only in category **B**. All proofs and forms necessary to verify this type of donation should be inserted into this section.

Donated **goods** should be listed in either category **B** or **C**. All proofs and forms necessary to verify these types of donations should be inserted into those sections.

**II. The HPF GRANT AGREEMENT amount is the same amount as in the original Grant Agreement Budget federal or nonfederal share.**

**III. MID-TERM SHARE AMOUNTS** list how much was actually spent to date for each share type: federal or nonfederal.

**IV. TOTAL EXPENDITURES** is the combined amount of both mid-term federal and nonfederal expenditures.

3. Sign and date the completed form.

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

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

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

COMMENTS:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**ATTACHMENT B**

**EXHIBIT 3**  
Final Project Report



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

Project No.: 29-

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

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

Amendments with Approval Dates: \_\_\_\_\_

MAJOR WORK ITEMS	PLANNED	AMENDED	ACTUAL

Major Cost Items: (See Attached)

Publication

Name:  
Date:

No. Copies.

Additional Information: \_\_\_\_\_

**CERTIFICATION:**

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

Deputy State Historic Preservation Officer

Approval Date

National Park Service

Date

## Major Cost Categories

Project Number: 29-

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

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

**ATTACHMENT B**

**EXHIBIT 4**

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

U.S. Department of the Interior

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

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

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

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

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

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

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

---

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

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

---

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

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

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



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

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

Alternate I. (Grantees Other Than Individuals)

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

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

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

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

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

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

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

Alternate II. (Grantees Who Are Individuals)

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
DATE

**ATTACHMENT C**

GRANT NUMBER P23AF00890 BETWEEN  
THE UNITED STATES DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE  
AND  
MISSOURI DEPARTMENT OF NATURAL RESOURCES  
CFDA: 15.904

PROJECT TITLE: STATE HISTORIC PRESERVATION OFFICE FISCAL YEAR 2023  
HISTORIC PRESERVATION FUND GRANT

TERMS AND CONDITIONS, FEDERAL TO STATE GRANT AWARD INCORPORATED  
BY REFERENCE TO SUBRECIPIENT

Attached are the terms and conditions of the Department of the Interior, National Park Services to Missouri Department of Natural Resources grant award. A portion of these funds are being passed through Missouri Department of Natural Resources and awarded to you as a subrecipient. To ensure that this federal assistance is used in accordance with the federal statutes, regulations, terms and conditions of the federal award, 2 CFR 200.331 requires the Missouri Department of Natural Resources to ensure the requirements "flow down" to the subrecipient. The Missouri Department of Natural Resources hereby incorporates by reference the relevant, attached terms, conditions, disclosures and certifications in your grant agreement and requires compliance as a condition of your award.

# NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)

54 USC §302902 Grants to States (Historic Preservation Fund)

1. DATE ISSUED MM/DD/YYYY 07/10/2023		1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO. 15.904 - Historic Preservation Fund Grants-In-Aid			
3. ASSISTANCE TYPE Formula Grant			
4. GRANT NO. P23AF00890-00 Originating MCA #		5. TYPE OF AWARD Other	
4a. FAIN P23AF00890		5a. ACTION TYPE New	
6. PROJECT PERIOD From MM/DD/YYYY 10/01/2022		Through MM/DD/YYYY 09/30/2025	
7. BUDGET PERIOD From MM/DD/YYYY 10/01/2022		Through MM/DD/YYYY 09/30/2025	
8. TITLE OF PROJECT (OR PROGRAM) FY2023 HPF SHPO Missouri			

9a. GRANTEE NAME AND ADDRESS  
Natural Resources, Missouri Department Of  
PO BOX 176  
Jefferson City, MO, 65102-0176

9b. GRANTEE PROJECT DIRECTOR  
Andrew Dial  
1101 Riverside Dr  
Jefferson City, MO, 65101-4272  
Phone: 573-751-7958

10a. GRANTEE AUTHORIZING OFFICIAL  
TONI PRAWL  
1101 RIVERSIDE DR  
JEFFERSON CITY, MO, 65101-4272  
Phone: 5737517858

10b. FEDERAL PROJECT OFFICER  
Mr. Cory Kegerise  
1849 C St NW  
Washington, DC, 20240-0001  
Phone: 2025974189

**ALL AMOUNTS ARE SHOWN IN USD**

<b>11. APPROVED BUDGET (Excludes Direct Assistance)</b>	
I. Financial Assistance from the Federal Awarding Agency Only	—
II. Total project costs including grant funds and all other financial participation	II
a. Salaries and Wages	\$ 827,895.00
b. Fringe Benefits	\$ 522,485.00
c. Total Personnel Costs	\$ 1,350,380.00
d. Equipment	\$ 0.00
e. Supplies	\$ 6,000.00
f. Travel	\$ 22,000.00
g. Construction	\$ 0.00
h. Other	\$ 415,175.00
i. Contractual	\$ 35,440.00
<b>j. TOTAL DIRECT COSTS</b>	<b>\$ 1,828,995.00</b>
k. INDIRECT COSTS	\$ 231,850.00
<b>l. TOTAL APPROVED BUDGET</b>	<b>\$ 2,060,855.00</b>
m. Federal Share	\$ 1,236,513.00
n. Non-Federal Share	\$ 824,342.00

<b>12. AWARD COMPUTATION</b>	
a. Amount of Federal Financial Assistance (from item 11m)	\$ 1,236,513.00
b. Less Unobligated Balance From Prior Budget Periods	\$ 0.00
c. Less Cumulative Prior Award(s) This Budget Period	\$ 0.00
<b>d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION</b>	<b>\$ 1,236,513.00</b>
<b>13. Total Federal Funds Awarded to Date for Project Period</b>	<b>\$ 1,236,513.00</b>

<b>14. RECOMMENDED FUTURE SUPPORT</b> <i>(Subject to the availability of funds and satisfactory progress of the project)</i>			
YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2	\$	d. 5	\$
b. 3	\$	e. 6	\$
c. 4	\$	f. 7	\$

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

<ul style="list-style-type: none"> <li>a. DEDUCTION</li> <li>b. ADDITIONAL COSTS</li> <li>c. MATCHING</li> <li>d. OTHER RESEARCH (Add / Deduct Option)</li> <li>e. OTHER (See REMARKS)</li> </ul>	<div style="border: 1px solid black; width: 30px; height: 30px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">b</div>
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16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDOING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

- a. The grant program legislation
- b. The grant program regulations.
- c. This award notice including terms and conditions, if any, noted below under REMARKS.
- d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached -  Yes  No)  
FY2023 HPF SHPO Missouri

**GRANTS MANAGEMENT OFFICIAL:**  
Megan Brown, Chief - State, Tribal, Local, Plans & Grants  
1849 C Street NW  
7360  
Washington, DC, 20240-1000  
Phone: 202 354 2062

17. VENDOR CODE 0070421590		18a. UEI K6RXPk4W58H4	18b. DUNS 578144757	19. CONG. DIST. 04		
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION
1	0051036118-00010	\$1,236,513.00	10/01/2022	09/30/2025	5140	FY234 HPF SHPO Missouri



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Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2022	09/30/2023	Annual	12/29/2023
10/01/2023	09/30/2024	Annual	12/29/2024
10/01/2024	09/30/2025	Final	01/28/2026

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2022	09/30/2023	Annual	12/29/2023
10/01/2023	09/30/2024	Annual	12/29/2024
10/01/2024	09/30/2025	Final	01/28/2026

**REMARKS**

1. Grant Agreement  
between  
the United States Department of the Interior  
National Park Service  
and  
the Above-Named Recipient

**Articles**

**1. Legal Authority**

NPS enters into this Agreement pursuant to:

1. 54 USC §302902 – Grants to States
2. Consolidated Appropriations Act of 2023, enacted as Public Law 117-328
3. 54 USC §3001 et seq. - National Historic Preservation Act

**2. Performance Goals and Project Objectives**

The objective of this Agreement is to provide Historic Preservation Funding (HPF) to State Historic Preservation Officers (SHPOs) for the protection and conservation of State, territorial, and local cultural and historic assets and to assist them in executing their historic preservation programs and activities pursuant to 54 U.S.C. 300101 *et seq.* (commonly known as the National Historic Preservation Act).

**3. Public Purpose**

Annual Historic Preservation Fund grants to the 59 State Historic Preservation Offices (SHPO) support the Federal Preservation Partnership program by enabling the SHPOs to implement and fulfill the program areas outlined in the National Historic Preservation Act in accordance with their NPS approved State Historic Preservation Plans.

**4. Statement of Work**

The Statement of Work to be performed in accordance with the Secretary of the Interior's *Standards and*



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*Guidelines for Archeology and Historic Preservation* includes:

1. Work agreed upon by the State Historic Preservation Officer (SHPO) and the NPS as stated in the State's annual application for Historic Preservation Fund grant assistance, and
2. Determined eligible as stated in the National Historic Preservation Act (NHPA), 54 USC 300101 *et seq.*, and in the *Historic Preservation Fund Grant Manual*.

**5. Responsibilities of the Parties**

1. The Recipient agrees to:
  1. The Recipient shall carry out the Statement of Work in accordance with the terms and conditions stated herein. The recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.
  2. Perform work in accordance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* in the assigned mandatory program areas as defined by the National Historic Preservation Act.
  3. Notify NPS of all selected subawards/subgrants, contracts, and in-house projects via HPF Online.
  4. Ensure subrecipients understand they are subject to the requirements of 2 CFR 200.1 "Subaward", 200.101 Applicability, and 200.331 Requirements for pass-through entities. Recipients that issue subawards/subgrants are responsible for ensuring subaward/subgrant compliance with the requirements of 2 CFR 200. The Recipient must provide a list of selected subawardees/subgrantees and associated budgets to the NPS for review prior to making subawards/subgrants.
  5. Record their procurement of qualified consultants and contracts in accordance with 2 CFR 200.317. This documentation must be submitted upon request to NPS.
2. Substantial involvement is defined as significant NPS participation prior to and during the performance of a financial assistance agreement. For grants, substantial involvement is neither expected nor required. No substantial involvement on the part of the NPS is anticipated for the successful completion of the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance and technical assistance at the request of the recipient.

**6. Cost-Share Requirement**

Non-Federal cost-share is required for costs incurred under this Agreement if identified in block 11n of the Notice of Award. If pre-award costs are authorized, reimbursement of these costs is limited to Federal cost share percentage identified in this agreement.

**7. Pre-Award Incurrence of Costs**

The Recipient is authorized to incur pre-award costs on or after October 1, 2022. Pre-award costs must be allowable, allocable, and reasonable under the terms and conditions of this Agreement and in accordance with the approved project budget. These costs must be charged to the initial budget period of the award as either Federal reimbursement or Non-Federal cost-share (in accordance with the cost-share ratio).

**8. Award and Payment**

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1. The NPS will provide funding to the Recipient in an amount not to exceed the figure in block 11m of the Notice of Award for the Statement of Work described in Article VI and in accordance with the NPS approved budget. The approved budget detail is incorporated herein. Any award beyond the current fiscal year is subject to availability of funds. Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of, and comply with the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.
2. Recipient shall request payment as applicable in accordance with the following:
  1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system.
  2. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
  3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
  4. **Adjusting Payment Requests for Available Cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
  5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.
  6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be "high risk" or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS AO that a payment request has been submitted. The NPS AO may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.
3. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory and funding is available.
4. Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Start Date of the Agreement, and may be incurred only as necessary to carry out the

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approved objectives, scope of work and budget with prior approval from the NPS AO. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.

5. Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

**9. Reports and/or Outputs/Outcomes**

1. Refer to the second page of the Notice of Award document for Federal Financial reporting frequency and due dates. Performance reports are also required at the same reporting frequency and due dates as the FFR. Reports must be submitted through the GrantSolutions "Manage Reports" functionality.
2. A final Performance Report and a final Federal Financial Report will be due 120 days after the end-date of the Term of Agreement. If the recipient does not submit the final report before the required due date, NPS is required to submit a finding of non-compliance to the Federal Awardee Performance and Integrity Information System (FAPIS). Each report shall be submitted as described above.
3. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.334.
4. Specific projects, tasks, or activities for which funds are reimbursed and/or advanced will be tracked and reported by the grantee's submission of:
  1. An annual report package reflecting the first year of the period of performance (page 2, Report Cycle table, row 1) including:
    1. Updated HPF Online
    2. Annual SF-425, *Federal Financial Report*
    3. SF-428A, *Tangible Personal Property Report* (only if NPS-approved equipment purchased)
  2. An annual report package reflecting the second year of the period of performance (page 2, Report Cycle table, row 2) including:
    1. Updated HPF Online
    2. Signed Carry Over Statement
    3. Annual SF-425, *Federal Financial Report*
    4. SF-428A, *Tangible Personal Property Report* (only if NPS-approved equipment purchased)
  3. Final report package reflecting the full period of performance of this award (page 2, Report Cycle table, row 3) including:
    1. Completed HPF Online
    2. SF-425, *Federal Financial Report*
    3. SF-428B, *Tangible Personal Property Report* (only if NPS-approved equipment

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- purchased)
- 4. Copies of all indirect cost rate agreements, if any, applied against this grant
- 5. Grant products, submitted digitally

**10. Award Specific Terms & Conditions**

Terms and conditions specific to this award are defined in the Program Specific Requirements section of this agreement.

**11. Standard Terms and Conditions**

1. DEPARTMENT OF INTERIOR STANDARD TERMS AND CONDITIONS, 2 CFR 200, 2 CFR 1402

Recipients must comply with all applicable federal statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars. Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, Executive Orders, federal regulations, applicable notices published in the Federal Register, OMB circulars, Treasury's Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

DOI terms and regulatory requirements located at:

- <https://www.doi.gov/grants/doi-standard-terms-and-conditions>
- eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- eCFR :: 2 CFR Part 1402 -- Financial Assistance Interior Regulation, Supplementing the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. APPROVED INDIRECT RATE

Indirect costs must be charged consistently in accordance with the approved project budget, which is incorporated into this award as an attachment. If the recipient has a Federally approved indirect rate, it is the responsibility of the Recipient to work with their cognizant agency in a timely manner to avoid the expiration of the Federally negotiated rate. If the Recipient has never had a Federally approved negotiated indirect rate, they may utilize a 10% de minimis rate per 2 CFR 200.414.

3. COVID-19 PROVISIONS

Due to the COVID-19 pandemic, access to National Park Service (NPS) property, personnel, or resources may be limited at the start of the agreement. Any performance that requires access to National Park Service property, personnel, or resources shall not commence until the recipient receives confirmation from the NPS Financial Assistance Awarding Officer of the availability of those resources. The recipient shall contact the NPS Financial Assistance Awarding Officer for approval prior to incurring any costs for performance that requires access to National Park Service property or resources.

Such approvals can only be provided by the NPS Financial Assistance Awarding Officer. In the event of a prolonged unavailability of resources, the period of performance may be modified to a later date, or the agreement may be cancelled, by either the National Park Service or the recipient, in its entirety. In addition, the recipient shall contact the NPS Financial Assistance Awarding Officer to coordinate any other changes to the agreement that may be needed to ensure successful performance during the COVID-19 pandemic.



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4. KEY OFFICIALS

A. Communications - The recipient shall address any communication regarding this Agreement to the ATR/Program Officer with a copy to the Awarding/Grants Management Officer. Communications that relate solely to technical matters may be sent only to the ATR/Program Officer.

B. Changes in Key Officials - Recipient may not make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by Agency Approval.

5. PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

6. PROPERTY UTILIZATION

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 200.310 through 200.316 apply to this Agreement. All provided items must be consistently tracked and accounted for by the recipient and NPS both when provided to the recipient and upon return.

7. MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

A. This Agreement may be modified at any time, prior to the expiration date, only by agreement executed by both parties. Modifications will be in writing and approved by the NPS Awarding Officer and the authorized representative of Recipient.

B. Additional conditions may be imposed by NPS if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339.

C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.

8. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

A. General Reporting Requirements. If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you, as the recipient, during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.



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B. Proceedings You Must Report

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

C. Reporting Procedures

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

D. Reporting Frequency

- i. During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

- i. For purposes of this award term and condition:
  - a) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract

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Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b) Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c) Total value of currently active grants, cooperative agreements, and procurement contracts includes—

1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

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

9. FUNDING USED FOR THE PURCHASE AND OPERATION OF UNMANNED AIRCRAFT SYSTEMS (UAS)

If Federal funding is provided to a State, local, tribal, or territorial government for the purchase or use of UAS for their operations, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

Per the policy memorandum issued by National Park Service Director, dated June 19, 2014, the launching, landing, and operating of unmanned aircraft, that is not under the control of the Federal government, on lands and waters administered by the National Park Service is prohibited unless approval is received from the Associate Director for such purposes as:

Scientific study, search and rescue operations, fire operations, and law enforcement. Administrative use includes the use of unmanned aircraft by:

(i) NPS personnel as operators or crew;

(ii) cooperators such as government agencies and universities that conduct unmanned aircraft operations for the NPS pursuant to a written agreement; and

(iii) other entities, including commercial entities, conducting unmanned aircraft operations for the NPS, provided such entities are in compliance with all applicable FAA and Department of the Interior requirements.

10. PATENTS AND INVENTIONS (37 CFR 401)

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

In accordance with 37 CFR 401.3(a), the provision at 37 CFR 401.14(a), with authorized modifications for the National Park Service, is hereby included in this agreement:

(a) Definitions

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(1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

(2) Subject invention means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this agreement, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of agreement performance.

(3) Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) Small Business Firm means a small business concern as defined at section 2 of Public Law. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this provision, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) Nonprofit Organization means a university or other institution of higher education, or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights. The Recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to this provision and 35 U.S.C. 203. With respect to any subject invention in which the Recipient retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Recipient

(1) The Recipient will disclose each subject invention to the National Park Service within two months after the inventor discloses it in writing to Recipient personnel responsible for patent matters. The disclosure to the National Park Service shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the National Park Service, the Recipient will promptly notify the National Park Service of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Recipient.

(2) The Recipient will elect in writing whether or not to retain title to any such invention by notifying the

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National Park Service within two years of disclosure to the National Park Service. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the National Park Service to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Recipient will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Recipient will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the National Park Service, be granted.

(d) Conditions When the Government May Obtain Title. The Recipient will convey to the National Park Service, upon written request, title to any subject inventions

(1) If the Recipient fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the National Park Service may only request title within 60 days after learning of the failure of the Recipient to disclose or elect within the specified times.

(2) In those countries in which the Recipient fails to file patent applications within the times specified in (c) above; provided, however, that if the Recipient has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the National Park Service, the Recipient shall continue to retain title in that country.

(3) In any country in which the Recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Recipient and Protection of the Recipient Right to File

(1) The Recipient will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Recipient fails to disclose the invention within the times specified in (c), above. The Recipient's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Recipient is a party and includes the right to grant sublicenses of the same scope to the extent the Recipient was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of the National Park Service except when transferred to the successor of that party of the Recipient's business to which the invention pertains.

(2) The Recipient's domestic license may be revoked or modified by the National Park Service to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and the National Park Service licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Recipient has achieved practical application and



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continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the National Park Service to the extent the Recipient, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the National Park Service will furnish the Recipient a written notice of its intention to revoke or modify the license, and the Recipient will be allowed thirty days (or such other time as may be authorized by the National Park Service for good cause shown by the Recipient) after the notice to show cause why the license should not be revoked or modified. The Recipient has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and National Park Service regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Recipient Action to Protect the Government's Interest

(1) The Recipient agrees to execute or to have executed and promptly deliver to the National Park Service all instruments necessary to

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Recipient elects to retain title, and

(ii) convey title to the National Park Service when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The Recipient agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Recipient each subject invention made under agreement in order that the Recipient can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The Recipient shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Recipient will notify the National Park Service of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The Recipient agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the agreement) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts. The Recipient will include this provision, suitably modified to identify the parties, in all sub-agreements or subcontracts, regardless of tier, for experimental, developmental or research work. The sub-recipient or subcontractor will retain all rights provided for the Recipient in this provision, and the Recipient will not, as part of the consideration for awarding the sub-agreement or subcontract, obtain rights in the sub-recipient's or subcontractor's subject inventions.



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(h) Reporting on Utilization of Subject Inventions. The Recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Recipient or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Recipient, and such other data and information as the National Park Service may reasonably specify. The Recipient also agrees to provide additional reports as may be requested by the National Park Service in connection with any march-in proceeding undertaken by the National Park Service in accordance with paragraph (j) of this provision. As required by 35 U.S.C. 202(c)(5), the National Park Service agrees it will not disclose such information to persons outside the government without permission of the Recipient.

(i) Preference for United States Industry. Notwithstanding any other part of this provision, the Recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the National Park Service upon a showing by the Recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights. The Recipient agrees that with respect to any subject invention in which it has acquired title, the National Park Service has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the National Park Service to require the Recipient, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Recipient, assignee, or exclusive licensee refuses such a request the National Park Service has the right to grant such a license itself if the National Park Service determines that:

- (1) Such action is necessary because the Recipient or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs, which are not reasonably satisfied by the Recipient, assignee or their licensees.
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Recipient, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this provision has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Agreements with Nonprofit Organizations.

If the Recipient is a nonprofit organization, it agrees that:

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(1) Rights to a subject invention in the United States may not be assigned without the approval of the National Park Service, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Recipient;

(2) The Recipient will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the National Park Service deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the Recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the Recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Recipient. However, the Recipient agrees that the National Park Service may review the Recipient's licensing program and decisions regarding small business applicants, and the Recipient will negotiate changes to its licensing policies, procedures, or practices with the National Park Service when this review discloses that the Recipient could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication. Communications regarding matters relating to this provision shall be directed to the Deputy Associate Solicitor, Branch of Procurements and Patents, Office of the Solicitor, U.S. Department of the Interior, 1849 C Street NW, Washington, D.C. 20240.

11. ENSURING THE FUTURE IS MADE IN ALL OF AMERICA BY ALL OF AMERICA'S WORKERS PER E.O. 14005 (dated January 25, 2021)

Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

12. SECTION 508 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. §794 (d))

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. NOTE: Quarterly Progress Reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the

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Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act, Standards and Guidelines for detailed information.

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to [Section 508.gov](http://Section508.gov), Create Accessible Digital Products. All accessible digital content must conform to the requirements and techniques of the Web Content Accessibility Guidelines (WCAG) 2.0 or later, Level AA Success Criteria.

a. Electronic documents with images Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. Electronic documents with complex charts or data tables When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. Electronic documents with forms When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

### 13. LOBBYING PROHIBITION

18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.

### 14. ANTI-DEFICIENCY ACT

Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

### 15. ASSIGNMENT

No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

### 16. MEMBER OF CONGRESS

Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract

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or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

17. AGENCY

The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent itself as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.

18. NON-EXCLUSIVE AGREEMENT

This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

19. PARTIAL INVALIDITY

If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

20. NO EMPLOYMENT RELATIONSHIP

This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.

21. NO THIRD-PARTY RIGHTS

This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended, nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

22. PROGRAM INCOME

If the Recipient earns program income, as defined in 2 CFR §200.1, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR §200.305 (5)). As allowed under 2 CFR §200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

23. RIGHTS IN DATA

The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.



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24. CONFLICT OF INTREST

(a) Applicability.

1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict-of-interest provisions in 2 CFR 200.318 apply.

(b) Requirements.

1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

1. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.

(d) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

(e) Review Procedures. The Financial Assistance Officer will examine each conflict-of-interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

(f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

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25. BUILD AMERICA, BUY AMERICA

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

As applicable, recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit "[Buy America" Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#)". Additional information can also be found at the White House Made in America Office website: [Made In America | OMB | The White House](#).

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;



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2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or

3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: [Approved DOI General Applicability Waivers | U.S. Department of the Interior](#).

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to "[Buy America](#)" [Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#) and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.

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13. Anticipated impact if no waiver is issued. Approved waivers will be posted at [Approved Buy America Requests | U.S. Department of the Interior \(doi.gov\)](#); recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Construction Materials” does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States

26. GEOSPATIAL DATA

Geospatial Data Act of 2018, Pub. L. 115-254, Subtitle F – Geospatial Data, §§ 751-759C, codified at 43 U.S.C. §§ 2801–2811 - Federal recipient collection of geospatial data through the use of the Department of the Interior financial assistance funds requires a due diligence search at the [GeoPlatform.gov](#) list of datasets to discover whether the needed geospatial-related data, products, or services already exist. If the required data set already exists, the recipient must use it. If the required data is not already available, the recipient must produce the proposed geospatial data, products, or services in compliance with applicable proposed guidance and standards established by the Federal Geospatial Data Committee (FGDC) posted at [www.fgdc.gov](#).

27. SIGNATURES

Recipients are NOT required to sign the Notice of Financial Assistance Award letter or any other award document. As per DOI standard award terms and conditions, the recipient's acceptance of a financial assistance award is defined as the start of work, drawing down funds, or accepting the award via electronic means.



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**Program Specific Requirements**

1. Eligible Costs

Eligible costs under this award are as described in this Notice, 2 CFR 200, and the Historic Preservation Fund Grants Manual (HPF Manual).

For this program eligible costs also include:

1. Projects under the eligible program areas as defined by the National Historic Preservation Act (NHPA): Administration, Local Government Certification, Development/Covenants, National Register, Planning, Review & Compliance, Survey & Inventory, and Tax Incentives;
2. Administrative costs necessary to complete and administer the grant requirements;
3. Rehabilitation of properties;
  1. Eligible properties include historic districts, buildings, sites, structures and objects listed in the National Register of Historic Places or applicable Tribal Register;
  2. All work must meet the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*; and
  3. All projects receiving repair assistance must enter into a preservation agreement/covenant/easement
4. Survey and Inventory of historic resources to determine eligibility;
5. Cost for administering an easement/covenant for the property;
6. Cost for any required audits or financial requests;
7. Cost for the production of project signs;
8. Costs for public notice of grant opportunities;
9. Costs associated with required training or reporting; and/
10. Any other costs as determined eligible by the NPS in accordance with the OMB circulars, NPS policies, and the Historic Preservation Fund Grants Manual.

2. NPS Oversight

The NPS will provide oversight of this grant project through the following NPS reviews:

1. Review and approval of annual and final reporting to include compliance with 2 CFR 200;
2. Review and approval for compliance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*;
3. Review and approval for compliance with Sections 106 (54 USC 306108) and 110f (54 USC 306107) of the National Historic Preservation Act in coordination with the appropriate State Historic Preservation Office;
4. Review and approval for compliance with the National Environmental Policy Act (NEPA); and

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5. Any other reviews as determined by the NPS based on program needs or financial/programmatic risk factors (i.e., draft National Register nomination if required, etc.).

3. NAGPRA Costs Are Unallowable

Cost related to Native American Graves Protection and Repatriation Act (NAGPRA) activities are unallowable under this agreement. Funds for NAGPRA activities are available through the NPS National NAGPRA Program.

4. Equipment Purchases

Each item of equipment purchased under this award must be approved specifically and in writing by the NPS prior to purchase to confirm the allowability of the costs. Approval of the application is not approval of equipment included within the application. Equipment is defined by 2 CFR 200.1 as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000.

5. Publicity & Press Releases

Press releases about this project must acknowledge the grant assistance provided by the Historic Preservation Fund and the National Park Service, and copies of the press releases must be provided to the NPS. The Recipient must transmit notice of any public ceremonies planned to publicize funded or related projects in a timely enough manner so that the NPS, Department of the Interior, Congressional or other Federal officials can attend if desired. All publicity and press releases related to activities funded with this award should include a statement that funding for the activity was provided (in part or in whole) by the Historic Preservation Fund (HPF) administered by the National Park Service.

6. Requirement for Project Sign & Public Notification

As stipulated in 36 CFR Part 800, public views and comments regarding all Federally-funded undertakings on historic properties must be sought and considered by the authorizing Federal agency. Therefore, the grantee is required to post a public notification regarding the undertaking under this grant in one or more of the major newspapers or news sources that cover the area affected by the project within 30 days of obligating any contracts or subgrants. A copy of the posted release must be submitted to NPS within 30 days of the posting.

HPF funded development projects must create public notification of the project in the form of a project sign, website posting, and proper credit for announcements and publications as appropriate. The sign/notification must be of reasonable and adequate design and construction to withstand weather exposure (if appropriate); be of a size that can be easily read from the public right-of-way; and be accessible to the public throughout the project term as stipulated in this Grant Agreement. At a minimum, all notifications must contain the following statement:

*"[Project Name] is being supported in part by the Historic Preservation Fund administered by the National Park Service, Department of the Interior."*

Additional information briefly identifying the historical significance of the property and recognizing other contributors is encouraged and permissible. The NPS arrowhead logo may only be used in conjunction with the HPF approved signage format that can be provided upon request. Any other use of the logo is

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prohibited.

7. Consultants & Contractors

Consultant/contractor(s) must have the requisite experience and training in historic preservation or relevant field to oversee the project work. All consultants and contractors must be competitively selected and documentation of this selection must be maintained by the grantee and be made readily available for examination by the NPS. Federal contracting and procurement guidance can be found in 2 CFR 200.318. Maximum rates charged to this grant may not exceed 120% of a Federal Civil Service GS-15, step 10 salary per project location. Current regional salary tables can be found on the Office of Personnel and Management website: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>.

8. Requirement for NEPA Compliance

All HPF funded grants are subject to the requirements of the National Environmental Policy Act (NEPA) of 1969, as amended. This Act requires Federal agencies to consider the reasonably foreseeable environmental consequences of all grant-supported activities. As part of the NPS implementation of NEPA, grantees are required to notify the NPS of any reasonably foreseeable impacts to the environment from grant-supported activities, or to certify that no such impacts will arise upon receipt of a grant award. In addition, the NPS has determined that most HPF grant funds are not expected to individually or cumulatively have a significant impact on the environment, unless the activity involves development (construction) or archeology. For construction or archeology projects, the applicant/grantee should use **HPFOnline** to submit an *Environmental Screening Worksheet*, in order to assist the NPS in determining if a Categorical Exclusion (found in NPS Director's Order 12) can be utilized.

9. Compliance with Section 106

Pursuant to Section 106 of the National Historic Preservation Act (54 USC 306108), the NPS and the grantee must complete the consultation process stipulated in the regulations issued by the Advisory Council on Historic Preservation (ACHP) in 36 CFR 800 **prior** to the commencement of all grant-assisted construction or ground disturbance on the property.

10. Compliance with Section 110

Section 110 of The National Historic Preservation Act identifies the responsibility of the federal agency in their treatment of historic properties. Section 110(f) (54 USC 306107) clarifies the responsibility of the agency to protect National Historic Landmarks (NHL) from harm. See this agreement for submission requirements regarding NHL properties. In addition, Section 110(k) (54 USC 306113) prohibits the NPS from funding any grantee or subgrantee that attempts to avoid the requirements of Section 106. Grantees must make every effort to fund preservation projects that do no harm or adverse effects to NHL properties. Should it be discovered a grantee has deliberately damaged a property (e.g., pre-emptive demolition) to avoid requirements, the NPS must be notified to determine, in consultation with the ACHP, if the project can proceed.

11. NPS Review of Planning/Design Documents for National Historic Landmarks

The grantee must submit the following:

1. a site plan that has the north direction clearly marked;
2. a city/county map with the site of the property clearly labeled;



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3. set of plans and specifications for the project;
4. digital images of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan;
5. digital images of all interior major rooms and those involved in the project, labeled and keyed to a floor plan;
6. for NHL Districts include overall views of the district from the project area; and
7. any additional information that will better enable a technical review of the project to be completed.

The grantee must submit documents for the entire undertaking to the NPS for its review and approval to ensure conformance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*, Historic Preservation Fund Grant Manual, and with the conditions listed in this Grant Agreement, **prior** to the beginning of grant-assisted work. Work that does not comply with these Standards in the judgment of the NPS will not be reimbursed, and may cause the grant to be terminated and funds deobligated.

Plans & specifications for the project must be marked on the cover with this statement:

*The {name of property} is designated a National Historic Landmark for its architectural and historic significance. It is considered to have irreplaceable cultural, material, and aesthetic value. The work is funded in part by the Historic Preservation Fund, administered by the National Park Service, Department of the Interior. The funding of which is subject to having all work items meet The Secretary of the Interior's Standards for the Treatment of Historic Properties.*

12. GIS Spatial Data Transfer Standards

All GIS data collected with HPF funds shall be in compliance with the NPS Cultural Resource Spatial Data Transfer Standards with complete feature level metadata. Template GeoDatabases and guidelines for creating GIS data in the NPS cultural resource spatial data transfer standards can be found at the NPS Cultural Resource GIS Facility webpage:

[https://www.nps.gov/crgis/crgis\\_standards.htm](https://www.nps.gov/crgis/crgis_standards.htm)

Technical assistance to meet the NPS Cultural Resource Spatial Data Transfer Standard specifications will be made available if requested. Execution of a Data Sharing Agreement between the NPS and the Recipient shall take place prior to collection of GIS data using HPF funds, as applicable.

Compliance with this award term will satisfy the requirements of Article 26 "Geospatial Data" and contained within the Department of the Interior's General Terms & Conditions (effective June 1, 2023).

13. Catalog of Federal Domestic Assistance/Assistance Listing Inclusion in Single Audit

Non-Federal entities receiving financial assistance through the Historic Preservation Fund must include the appropriate Catalog of Federal Domestic Assistance (CFDA) number in the Schedule of Expenditures of Federal Award in their Single-Audit. The CFDA number applicable to this award as identified in block 2 on the first page of this agreement document.



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14. Notice of Financial Management Review

As part of government-wide efforts to improve coordination of financial management and increase financial accountability and transparency in the receipt and use of federal funding, the grantee is hereby notified that this award may be subject to higher scrutiny. This may include a requirement to submit additional reporting documentation.

15. Subgrant Awards

The awarding of subgrants must follow the eligibility factors outlined in the Notice of Funding Opportunity, OMB regulations in 2 CFR 200, and the Historic Preservation Fund Grant Manual.

16. Unanticipated Discovery Protocols

At a minimum, unanticipated discovery protocols for subgrants or contracts shall require the sub-grantee or contractor to immediately stop construction in the vicinity of the affected historic resource and take reasonable measures to avoid and minimize harm to the resource until the SHPO or THPO, sub-grantee or contractor, and Indian Tribes, as appropriate, have determined a suitable course of action within 15 calendar days. With the express permission of the SHPO and/or THPO, the sub-grantee or contractor may perform additional measures to secure the jobsite if the sub-grantee or contractor determines that unfinished work in the vicinity of the affected historic property would cause safety or security concerns.

17. Requirement for Training

At the direction of the National Park Service, personnel associated with management of the grant program may be required to attend trainings and/or meetings. The grantee will be provided adequate notice to plan for any required activities; expenses incurred as part of this requirement are eligible to charge towards the grant.

18. Demonstration of Effort – Performance Goals

In order to ensure the timely and successful completion of all HPF grant awards, the NPS requires acceptable demonstration of effort by the grantee on project work supported by all HPF funded grants.

Demonstration of effort means acceptable performance by undertaking meaningful progress on grant-supported activities and complying with award terms and conditions.

19. Funding for Use of Unmanned Aircraft Systems (UAS) (AKA Drones)

HPF funding for unmanned aircraft systems (UAS) usage is eligible only in the contracting of an experienced, licensed contractor of UAS who possesses the appropriate license, certifications, and training to operate UAS. The contractor is required to provide proof of liability insurance in the operation of UAS for commercial use.

If HPF funding is provided to a state, tribal, local, or territorial government, or other non-profit organization for the use of UAS as part of their scope of work, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

20. Easement/Covenant Requirement

Section 54 USC 302902 of the National Historic Preservation Act requires Historic Preservation

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Fund grantees agree to assume, after the completion of the project, the total cost of continued maintenance, repair and administration of the grant-assisted property in a manner satisfactory to the Secretary of the Interior. Accordingly, recipients awarded funds for the physical preservation of a historic site shall sign a preservation agreement/covenant/easement (easement) with the State or Tribal Historic Preservation Officer in which the site is located or with a nonprofit preservation organization acceptable to the NPS. For competitive (project) grants, a draft copy of the preservation covenant/easement template must be submitted to the NPS ATR within one year of grant agreement execution for review and comment.

All preservation easements must be executed by registering it with the deed of the property. Baseline documentation of the character defining features of the site must be documented prior to construction through photographs. The preservation easement must document the grant assisted condition of the site and the historic character defining features as part of the document registered with the deed.

The term of the preservation easement is dependent on the amount of assistance the historic property receives from this opportunity:

1. If the historic property is not currently protected by a preservation easement, a preservation easement must be executed for the term as given in the table below per the amount of funding awarded.
2. If the historic property is currently subject to a preservation easement that meets the minimum federal preservation requirements, an extension must be executed for an additional duration to meet the requirements of the new funding awarded. Required term is identified in the table below. For example, if a property had 10 years remaining on a previous 20-year easement, and receives \$300,000 in HPF funding, an amendment to add 15 years would be required.
3. If the historic property is currently protected by a perpetual or other preservation easement that meets or exceeds the requirements of this grant program as determined by the NPS, no additional duration or restrictions are necessary.

Amount of Federal Assistance Awarded	Covenant/Easement Term Requirement
\$1-\$50,000	5-year minimum preservation agreement; a covenant/easement amending the deed is not required
\$50,001 - \$250,000	10-year minimum preservation covenant/easement
\$250,001 - \$500,000	15-year minimum preservation covenant/easement
\$500,001- \$750,000	20-year minimum preservation covenant/easement

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\$750,001+	25-year minimum preservation covenant/easement
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21. Audit Findings and Follow-Up

The Recipient is hereby informed that the NPS may withhold or suspend award funds, or may impose other related conditions, if the recipient does not satisfactorily and promptly address findings from Single or program-specific audits, investigations, or reviews of NPS programs and awards. Each year the award is active, the Recipient must require its auditors to provide status report updates of all audit findings included in the prior audit's Schedule of Findings and Questioned Costs, as required by 2 CFR 200, Subpart F ("Grants and Agreements, Audit Requirements"). Upon review of subsequent annual audits, the NPS will determine if further corrective action is warranted.

When findings exist, the Recipient must submit a status report every six months to the NPS of all steps being taken to resolve related audit findings included in the prior audit's *Schedule of Findings and Questioned Costs* to remain in good standing for all NPS grant awards. If the Recipient fails to meet these deadlines without written approval of extension from the NPS, NPS may withhold remaining and future award funds, or may impose other related requirements to ensure compliance with this condition. Outstanding audit findings, if any, are included in the attachments of this Agreement.

22. Copyright

Per 2 CFR 200.315(b), the NPS reserves a royalty-free right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so, any materials produced under this grant. All photos included as part of the interim & final reporting and deliverables/publication will be considered released to the NPS for future official use. Photographer, date, and caption should be identified on each photo, so NPS may provide proper credit for use.

A digital copy of all deliverables must be available for public access. Sensitive information may be redacted from the public access copy.

All consultants hired by the Recipient must be informed of this requirement.

23. Compliance with the Americans with Disabilities Act and the Architectural Barriers Act

The use of federal funds to improve public buildings, to finance services or programs contained in public buildings, or alter any building or facility financed in whole or in part with Federal funds (except privately owned residential structures), requires compliance with the 1990 Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and the Architectural Barriers Act (ABA). Work done to alter the property should be in compliance with all applicable regulations and guidance.

24. Funding Acknowledgement

The grantee must include acknowledgment of grant support from the Historic Preservation Fund of the National Park Service, Department of Interior, in all deliverables and publications concerning NPS grant-supported activities as referenced in the Statement of Work.

All deliverables must contain the following disclaimer and acknowledgement:

*"This material was produced with assistance from the Historic Preservation Fund, administered by the*

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*National Park Service, Department of the Interior under Grant Number [insert grant number] (and HPF Online Project Number, if applicable). Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."*

1. Deliverables/publications include but are not limited to grant project reports; books, pamphlets, brochures or magazines; video or audio files; documentation of events, including programs; invitations and photos; websites; mobile apps; exhibits; and interpretive signs.
2. All digital copies must follow the file naming convention described in the attached Digital Product Submission Guidelines. Refer to the attached guidance document for instructions on creating, naming and submitting digital copies of deliverables/publications.
3. All consultants hired by the grantee must be informed of this requirement.
4. Grantees, subgrantees, contractors may not use the NPS Arrowhead in any form without written permission.

25. Determination of Risk

In accordance with 2 C.F.R. § 200.205, the application for this award was subjected to a pre-award risk assessment which included a review of information contained within the application, past audits, Federal Awardee Performance and Integrity Information System (FAPIIS), and/or past performance on previous Federal financial assistance awards and other factors.

This award has been determined to be a low risk with the following requirements:

Requests for payment may be made directly from the ASAP grant account without prior NPS approval after expenses have been incurred, invoiced, and paid. All documentation of expenses must be kept on file for audit purposes and may be requested by the NPS at any time. If payments are drawn down prior to invoice and payment or in amounts larger than costs incurred, the Recipient may be determined medium or high risk and be subject to additional grant terms and conditions.

26. Cost Sharing/Matching Requirement

A minimum of 40% non-Federal cost-share is required for costs incurred under this grant program. The recipient agrees to contribute the amount identified in block 1 in eligible non-Federal matching contributions that are allowable, properly documented, and must be used during the grant period to share the costs for this statement of work. Failure to use the required non-Federal matching share will result in the disallowance of costs reimbursed, and/or the deobligation of remaining unexpended funds.

27. Pass-Through to Certified Local Governments

At least 10.0% of the amount awarded to each state (the Federal share of this grant) must be transferred to eligible Certified Local Governments (CLGs) in the state. **Funds not obligated to CLGs by July 1 of the second year may be recaptured and redistributed to the benefit of other CLGs. Funds not expended in the third year may be recaptured and returned to the U.S. Treasury.** If the State anticipates possible recapture, they must notify the NPS as soon as possible so they may assist in possible redistribution of the funds.



## AWARD ATTACHMENTS

Natural Resources, Missouri Department Of

P23AF00890-00

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1. Environmental Certification
2. Digital Products Submission



## United States Department of the Interior

NATIONAL PARK SERVICE

1849 C Street, NW

Washington, DC 20240

# ENVIRONMENTAL CERTIFICATION

Based upon a review of the application, proposed work, and the supporting documentation contained in the applications, it has been determined that the proposed HPF funded work meets the criteria for categorical exclusion under the current Interim Director's Order 12 *Categorical Exclusions* (replacing DO-12 Handbook, Chapter 3, Sections 3.3, 3.4, and 3.5).

Applicable categorical exclusion(s) below apply to all proposed projects **except** development and archeological survey which must be reviewed independently: **F.1 – F.6 – Actions Related to Grant Programs**

Megan J. Brown  
Chief State, Tribal, Local, Plans & Grants  
National Park Service

[effective as of Date Issued]  
(block 1, page 1)

## Digital Product Submission Guidelines

The National Park Service’s (NPS) State, Tribal, Local Plans & Grants (STLPG) Division developed these guidelines to outline the digital product submission process for grant recipients. These guidelines specify the types of products that should be submitted, supply guidance on the file names and formats grant recipients should use, and define how submissions should be made.

Products submitted digitally may be uploaded and shared with the general public through the [Integrated Resource Management Application \(IRMA\)](#), the NPS’s digital repository system. To see grant products that have already been uploaded, use the above link, choose Historic Preservation Fund (HPF) under “Select a Park, Office, Program or Region” and selected a category of featured context.

### What to submit:

- Provide one digital copy of each deliverable or publication under your grant agreement. Refer to the Reports, Outputs, & Outcomes article to find the deliverables and publications specified in your grant agreement.
- Deliverables and publications include, but are not limited to, the following materials:

SUBMIT	DO NOT SUBMIT
<p><b>Reports, plans and guidelines</b> (including historic structure reports, design guidelines, economic impact studies, treatment reports, historic context statements, preservation plans)</p> <p><b>Substantive event materials</b> (including programs, proceedings, handouts, photographs)</p> <p><b>Professionally produced content</b> (including books, documentaries, oral histories, presentations and PSAs)</p> <p><b>Interpretive products</b> (including books, brochures, posters, interpretive tours, coloring books or other youth-focused products, lesson plans)</p> <p><b>Online content</b> (including websites, story maps, and other web-based projects)</p>	<p><b>Digital copies saved on CD/DVD-Rs or flash drives</b> (unless arrangements have been made with your grant administrator)</p> <p><b>Confidential/restricted reports that cannot be viewed by the general public</b> (including archeological reports, architectural reports on federal buildings or restricted sites)</p> <p><b>Other documentation not intended for the general public</b> (including survey forms, financial records, correspondence)</p> <p><b>Ephemeral products unlikely to be of future value to the general public</b> (including flyers, postcards, invitations, meeting minutes)</p>

- **Final grant products may be made available to the general public and should, by default, feature the NPS disclaimer.** Printed products must feature a printed disclaimer when feasible. Audio products must include a spoken version of the disclaimer. Video products must include the disclaimer as an on-screen graphic. A disclaimer is not required when it would be unreasonable to do so, such as on size-restrictive publications like postcards or flyers.

*"This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."*

- For additional questions about the required disclaimer, consult with your grant manager.

#### **Naming files for submission:**

- Name each file you will be submitting using the following naming convention:  
**[Grant Program]\_[Fiscal Year]\_[Grantee's State Abbreviation]\_[Legal Name of Grantee or Subgrantee]\_[Grant Number]\_[Short File Description]**
- Do not use spaces or special characters (#, %, &, ?) in the file name.
- For "Short File Description," write a brief (less than 50 characters), unique description that would help someone easily and quickly identify the file.
- If files are part of a series, append the number 001, 002, etc. to the end of the description.  
*Ex: Audio files from a FY2018 grants by the DC State Historic Preservation Office*  
*SHPO\_18\_DC\_GranteeHistoricDistrict\_P17AF00001\_JohnDoeInterview001.mp3*  
*SHPO\_18\_DC\_GranteeHistoricDistrict\_P17AF00001\_JohnDoeInterview002.mp3*
- Use the appropriate abbreviation for your grant program in the file name:

<b>Grant Program</b>	<b>Abbreviation</b>
African American Civil Rights	<i>AACR</i>
Hurricanes Florence & Michael and Typhoon Yutu Recovery	<i>FYM</i>
Hurricanes Harvey, Irma, & Maria Recovery	<i>HIM</i>
Historically Black Colleges & Universities	<i>HBCU</i>
Historic Preservation Fund	<i>HPF</i>
Paul Bruhn Historic Revitalization Grants	<i>PBHRG</i>
Save America's Treasures	<i>SAT</i>
Semiquincentennial	<i>SEMI</i>
State Historic Preservation Office	<i>SHPO</i>
Tribal Heritage Grants	<i>THG</i>
Tribal Historic Preservation Office	<i>THPO</i>
Underrepresented Communities	<i>URC</i>



### Required file formats and resolution standards:

- *Reports and publications*: PDF files created at 300 ppi (pixels per inch) minimum and 100% of the original document size. Convert authoring formats to PDFs (for example, saving Word or InDesign files as PDFs). When born-digital is not available, provide high resolution scans of printed materials as PDFs. Preference is for PDF/A-1 or PDF/A-2 format over standard PDF.
- *Photos*: JPEG or TIFF files saved at a minimum resolution of 3000 x 2000 pixels (or 6 megapixels).
  - **When submitting photographs, include captions, photo credit, and a signed release form (if needed).** [Photo release forms are available on the STLPG website.](#)
  - **Development (construction) grants must submit photographs of all work completed under the grant, including at least three views of the overall structure and all elements of the scope of work.** Refer to the [NPS Documenting Historic Places on Film guidelines](#) for more information on photographing a variety of historic environments and buildings.
- *Videos*: MP4 files saved at a resolution of 1280 by 720 pixels. All videos produced with HPF funding should include closed captioning. When reasonable, provide transcripts of videos as Word documents.
- *Audio*: Uncompressed WAV files. When reasonable, provide transcripts of audio files as Word documents.
- For more information about formatting deliverables, consult the [Table of File Formats](#).

### Creating an index file for your submission:

- Include this information in the index file for each product that is being submitted:
  - Grant Number
  - Subgrant Number (if applicable)
  - Title of Product
  - Filename
  - Product Creator(s) (give full names and their roles include up to 5 names or organizations)
  - Date Completed
  - Extent (number of pages, photographs, or length of audio/video files; use when applicable)
  - Description (up to 200 words)
- Save the index file as a Microsoft Word document using the following naming convention:
 

**[Grant Program]\_[Fiscal Year]\_[Grantee's State Abbreviation]\_[Legal Name of Grantee or Subgrantee]\_[Grant Number]\_Index.docx**

*Ex. SHPO\_18\_DC\_GranteeHistoricDistrict\_P17AF00001\_Index.docx*
- Only submit one index per submission, including all of the products in that submission

### Submitting Your Files:

1. Email [stlpg@nps.gov](mailto:stlpg@nps.gov) to ask to be added to your grant folder.
2. You will receive an e-mail from the Records Management Assistant's e-mail account with the subject '[RM Assistant Name] shared the folder "[Grant Name]" with you'. Click 'Open' in the e-mail.
3. You will be sent to a page asking you to Request Verification Code. Click 'Send Code.'
4. A second e-mail from [no-reply@sharepointonline.com](mailto:no-reply@sharepointonline.com) with the subject 'Code [Eight digit number] is your Microsoft SharePoint verification code.'
  - a. Copy the code from the e-mail and paste into the box on the 'Enter Verification Code' page that appeared after you requested a code be sent to you.
5. Click the 'Upload' button at the top of the page.
  - a. It will give you the option to either upload file(s) or a folder.
6. In the new window, click on the file you wish to upload and then 'Open'. The file should now appear on the page.
7. E-mail the [stlpg@nps.gov](mailto:stlpg@nps.gov) account to notify them that the files have been submitted using the template provided in your welcome e-mail. Unlike the previous system, there is no notification given when a file is uploaded and your files will not be considered submitted until this email is received.

### Reviewing submitted files:

- When NPS receives the files, we will review your submitted products for compliance with the HPF grants manual, the Secretary of the Interior's Standards of Archeology and Historic Preservation, and any other relevant requirements.
- If there are issues with the submitted files or grants products, your grant manager will contact you and may ask for corrections and resubmission if necessary.
- NPS will also determine whether the submitted products are suitable for sharing with the general public through the [Integrated Resource Management Application \(IRMA\)](#), the NPS's digital repository system. If so, we will upload the files there and make them publicly available.

