

**RESOLUTION NO. 03-2023**

**A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI (CITY) APPROVING A GRANT AWARD AGREEMENT BETWEEN THE CITY OF CLINTON AND THE MISSOURI DEPARTMENT OF CONSERVATION (DEPARTMENT).**

**WHEREAS**, the City is the recipient of a Land Conservation Partnership Grant award in the amount of \$40,800, provided by the Missouri Department of Conservation's Outdoor Recreation Infrastructure Program; and

**WHEREAS**, grant funds will assist in creating an Urban Conservation Project at city-owned Antioch Hills Park; and

**WHEREAS**, the grant period shall be from January 1, 2024, to December 31, 2024; and

**WHEREAS**, grant funding shall not exceed \$40,800, nor more than Fifty Percent (50%) of the total project cost during the grant period;

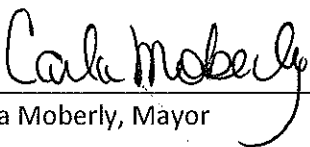
**NOW THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF CLINTON, MISSOURI AS FOLLOWS:**

**Section 1.** The grant agreement in the amount of \$40,800 is hereby approved.

**Section 3.** The City agrees to provide an equal amount in local match, consisting of cash and in-kind services.

**Section 4.** The Mayor is hereby authorized to execute said Agreement on behalf of the City of Clinton.

Read and passed this 4<sup>th</sup> day of April, 2023.

  
\_\_\_\_\_  
Carla Moberly, Mayor

ATTEST

  
\_\_\_\_\_  
Wendee Seaton, City Clerk





## NOTICE OF AWARD AND GRANT AGREEMENT

The City of Clinton (hereinafter "Grantee") is the recipient of a Land Conservation Partnership Grant award in the amount of \$40,800 (the "Award") provided by the Missouri Department of Conservation's (the "Department") Outdoor Recreation Infrastructure Program.

### A. PURPOSE

The purpose of the Award is to provide funds to assist the Grantee with the following:

To develop an undeveloped and overgrown 28-acre area and assist in creating an Urban Conservation Project. This funding will assist in:

- Placement of benches
- Establish wildflower planting area
- Development of entrance and signage
- Create an ADA accessible trail

(hereinafter referred to as the "Project")

### B. PARTIES AND CONTACTS

#### Grantee

Brad Combs – Director, Clinton Parks and Recreation  
(Name and Title)

1004 E Sedalia Ave, Clinton, MO 64735  
(Address)

660-885-2181; brad@clintonmopr.com  
(Phone and Email Address)

#### Missouri Department of Conservation

Emily Porter; Regional Recreational Use Specialist  
(Name and Title)

12405 SE Ranson Rd, Lee's Summit, MO  
(Address)

816-525-0300 x1248 Emily.Porter@mdc.mo.gov  
(Phone and Email Address)

(hereinafter referred to as "Department Representative").

**C. AGREEMENT PERIOD**

This Grant Agreement shall be in effect from January 1, 2024 to December 31, 2024

**D. REIMBURSEMENT**

Upon completion of the Project, Grantee shall submit a request for reimbursement in the form of an invoice to the Department in the amount of up to \$70,800, not to exceed 50% of total project cost including documented in-kind match. Reimbursement is also contingent upon receipt of an acceptable final report described below in Section G – including an itemized summary of total project costs, documentation of in-kind match, and paid invoices. Reimbursement will be made within thirty (30) days of receipt of required documents meeting the Department's approval.

Requests for reimbursement are to be sent to the Department Representative.

**E. APPROPRIATION**

Funds must be appropriated for each fiscal year and the grant/agreement shall not be binding upon the Department for any period in which funds have not been appropriated or approved by the Conservation Commission.

**F. REPORTING REQUIREMENTS**

Within thirty days of completion of the Project, the Grantee shall submit to the Department, a Final Report, which shall include, at a minimum, photographs of the completed Project, paid invoices, certification of ADA compliance, and certification that the Project was completed in accordance with all engineering plans and technical specifications. Depending on the scope and complexity of the Project, the Department Representative, at his or her discretion, may require additional reporting obligations of the Grantee both during the Project and following Project completion. To the extent feasible, all required documentation shall be sent electronically to the Department Representative.

**G. MONITORING REQUIREMENTS**

The Department Representative will be responsible for monitoring the requirements of this Grant Agreement. Grantee agrees to allow Department access to Grantee's financial records and/or audit financial statements related to this Grant Agreement. Grantee agrees to allow Department access to the Project site.

## **H. TERMINATION**

The Department retains the right to terminate this Grant Agreement at any time, without penalty or recourse, by giving written notice at least thirty (30) days prior to the effective date of the termination. Grantee shall be entitled to retain funds for activities or services delivered under this Grant Agreement prior to the effective date of the termination. Any unexpended funds must be returned to the Department within thirty (30) days of the effective date of the termination.

## **I. APPLICABLE LAWS AND REGULATIONS, HOLD HARMLESS AND INDEMNITY**

Grantee shall comply with all local, state, and federal laws and regulations related to the performance of the Project, including, but not limited to Sections 8.285 to 8.291 of the Revised Statutes of Missouri, to the extent that the same may be applicable to the entity. Grantee shall provide for such compliance in any agreements it enters with other parties relating to this Award.

Grantee acknowledges that, pursuant to the Americans with Disabilities Act of 1990, as amended (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. Grantee shall not discriminate against any person protected under the ADA in connection with all or any portion of the Project and shall always comply with the provisions of the ADA.

Grantee agrees to assume all risks associated with the activities performed under this Grant Agreement. Grantee agrees to hold harmless, defend, and indemnify the Department, the Conservation Commission, and its agents and employees, from any claim or suit arising out of, in connection with the Project and the activities performed under this Grant Agreement.

## **J. AMENDMENTS TO THIS AGREEMENT**

Amendments to this Grant Agreement must be mutually agreed upon and in writing by the Parties.

## **K. SIGNAGE**

Upon completion of the Project, permanent signage recognizing the Grantee and the Department for their roles in this Project is required. The Department's grant administrator will determine what is a suitable sign for the Project.

**L. ATTACHMENTS/SUBMITTALS**

The Department Representative shall have absolute discretion to require the Grantee to provide final plans and specifications, prior to construction of the Project and Plans and specifications shall be prepared by a Missouri licensed professional engineer retained through qualifications-based selection.

**APPROVAL:**

**MISSOURI DEPARTMENT OF CONSERVATION**

William Warren  
(Name)

Deputy Director  
(Title)

4/20/23  
(Date)

Approved as to Form:

SS  
Deputy Counsel

**GRANTEE**

Carla Moberly  
(Name)

Mayor  
(Title)

4/4/23  
(Date)

Appendix A – Grantee Board of Directors

**Mayor**

Carla Moberly

**Council Members**

Daniel Wilson

Debbie Smith

Roger House

Martha Nichols

Becky Raysik

Cameron Jackson

Gene Henry

Rick Pereles