

AN ORDINANCE APPROVING THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION STRATEGIC HIGHWAY SAFETY PLAN PROGRAM AGREEMENT

WHEREAS, the Police Department has participated with the Department of Transportation Highway Safety Grant programs for several years, promoting traffic safety; and

WHEREAS, the Kearney Police Department was granted a reimbursement grant award # KC-MCRS13 in the amount of \$7,000.00 toward the purchase of two solar powered electric speed signs during the Missouri state budget year 2024; and

WHEREAS, the cost of the two signs is \$7,634.35 and will be purchased from the fiscal year 2024 police department budget for new equipment; and

WHEREAS, the signs are moveable and will be used in response to citizen complaints to reduce speed and bring awareness; and

WHEREAS, the Board of Aldermen believes it is in the best interest of the citizens of Kearney to participate in these public and highway safety grant opportunities.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF KEARNEY, MISSOURI, AS FOLLOWS:

Section 1. That the Board of Alderman hereby authorizes and approves the Missouri Highways and Transportation Commission Strategic Highway Safety Plan grant award KC-MCRS13, herein attached and incorporated as Exhibit A to the Ordinance.

Section 2. That the Chief of Police is authorized to sign the Missouri Highways and Transportation Commission Strategic Highway Safety Plan Program agreement grant award.

Section 3. The FY2024 budget is hereby amended to increase the General Fund-Police Department- New Equipment budget line item and to increase the General Fund Revenues - Grants line item in the amount of the grant award.

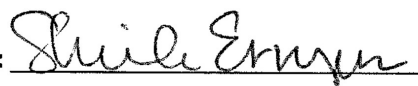
Section 4. That this ordinance shall be in full force and effect from and after its passage and approval.

PASSED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR OF THE CITY OF KEARNEY, MISSOURI, THIS 20TH DAY OF FEBRUARY 2024.

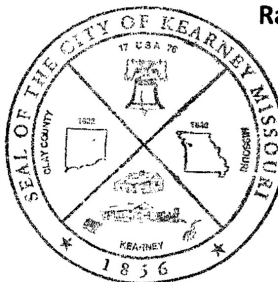
APPROVED:



Randy Pogue, Mayor

ATTEST: 

Sheila Ernzen, City Clerk



CCO Form: HS02
Approved: 01/05 (BDG)
Revised: 03/17 (AR)

Award name/number: KC-MCRS13
Award year: FY2024

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STRATEGIC HIGHWAY SAFETY PLAN PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the

City of **Kearney Mo Police Department**, a municipal corporation in the State of Missouri (hereinafter, "City").

WITNESSETH:

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

(1) **PURPOSE**: The Commission has authorized State Road Funds to be used to support regional Strategic Highway Safety Plan activities. The purpose of this Agreement is to grant the use of such State Road Funds to the **City**.

(2) **ACTIVITY**: The State Road Funds, which are the subject of this Agreement, will support the following activity to further Missouri's Strategic Highway Safety Plan Program: **Speed Signs to reduce speed and bring awareness**.

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

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

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

(6) **NONDISCRIMINATION CLAUSE:** The **City** shall also comply with all state and federal statutes applicable to the **City** relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

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

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

(9) **CANCELLATION:** The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the **City** with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the **City**.

(10) **ACCESS TO RECORDS:** The **City** and its Contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the **City** receives reimbursement of their final invoice from the Commission.

(11) **REIMBURSEMENT:** With regard to work under this Agreement, the **City** agrees that funds to implement Missouri's Strategic Highway Safety Plan activities shall only be available for reimbursement of eligible costs which have been incurred by the **City**. The **City** shall supply to the Commission copies of all bid information; purchase orders; invoices; and name, date, hours worked, and rate of pay (on Program Agreements that include salaries). Any costs incurred by the **City** prior to authorization and notification to proceed from the Commission are **not** reimbursable costs. The Commission shall not be responsible for any costs associated with the activity herein unless specifically identified in this Agreement or subsequent written amendments. The Commission shall not provide more than **seven thousand**, dollars (**\$7,000.00**) for this Strategic Highway Safety Plan safety project.

(12) **USE OF FUNDS:** Any employee of the **City** whose salary or wages are paid in whole or in part with federal funds is prohibited from participating in certain partisan political activities, including, but not limited to, being a candidate for elective office pursuant to Title 5 United States Code (hereinafter, "U.S.C."), Sections 1501-1508. If an employee of the **City** participates in activities prohibited by the Hatch Act, the **City** shall no longer pay that employee's salary or wages with federal funds unless the requirements of 5 U.S.C. Sections 1501-1508 are not applicable to that employee pursuant to 5 U.S.C. Section 1502(c).

(13) INSPECTION OF IMPROVEMENTS AND RECORDS: The **City** shall assure that representatives of the Commission shall have the privilege of inspecting and reviewing the work being performed per this Agreement. The **City** shall also maintain all financial documents, reports, papers and other evidence pertaining to costs incurred in connection with this Program Agreement, and make such materials readily available for review at reasonable times and at no charge during this Agreement period and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission or any authorized representatives of the State of Missouri; copies shall be furnished, upon request, to authorized representatives of the Commission or State.

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

(15) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The **City** shall refund any overpayments as determined by the final audit.

(16) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the **City**.

(17) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

[Remainder of Page Intentionally Left Blank]

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

Executed by the City this 20th day of February, 2024.

Executed by the MoDOT Commission this _____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

Vendor: City of Kearney, Police Department

Title: District Engineer

By Tom O'Leary

Title Police Chief

By _____

Title _____

By _____

Title _____

ATTEST:

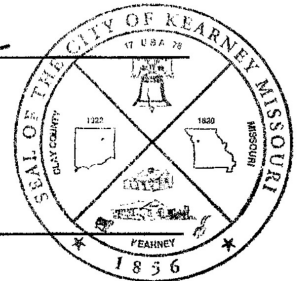
By Shirley Ermyer

Title City Clerk

Approved as to Form:

Title _____

Ordinance No _____



Note: If a City or County has a commission form of government, three (3) signatures are required.

John Stewart

From: Debra S. Huwar <Debra.Huwar@modot.mo.gov>
Sent: Monday, January 29, 2024 5:10 PM
To: John Stewart
Cc: Debra S. Huwar
Subject: Kearney Mo Police Department FY24 (Discretionary Funding Jan 2024)
Attachments: Kearney Mo Police Department FY24 (Discretionary Funding Jan 2024).docx

Hello John,

Congratulations on the grant award for \$7,000 to purchase two speed signs.

The first order of business before this fund can be spent, please execute the attached Agreement and scan back to me.

After we receive and get it signed by our District Engineer, Chris Redline, we will send to you and then you can order your equipment.

This money needs to be spent by June 1st.

We are happy to assist Kearney in promoting Traffic Safety and the Show Me Zero statewide safety plan.

Best to you,
Debra Huwar
816 607 2187



All Traffic Solutions Inc.
 PO Box 221410
 Chantilly, VA 20153
 Phone: 814-237-9005
 Fax: 814-237-9006
 DUNS #: 001225114
 Tax ID: 25-1887906
 CAGE Code: 34FQ5

QUOTE Q-83065

DATE: 01/10/2024

PAGE NO: 1

Mail Purchase Orders to:

3100 Research Dr.
 State College, PA
 16801

Questions contact:
MANUFACTURER:
All Traffic Solutions

Independent Sales Rep:

Ian Miesen
 (469) 361-0209
 x 375
 imiesen@alltrafficsolutions.com

Contract:
Sourcewell 090122-ATS
 Sourcewell Account #:
98910

BILL TO:

Kearney Police Department-MO
 PO Box 773
 Kearney, MO 64060

SHIP TO:

Kearney Police Department-MO
 725 W. 92 Hwy
 Kearney, MO 64060
 Attn: John Stewart

Billing Contact:

PAYMENT TERMS:
 Net 30

CUSTOMER: Kearney
 Police Department-MO

CONTACT:8166283925

ITEM NO:	DESCRIPTION:	QTY:	EACH:	EXT. PRICE:
4000872	Shield 15B Speed Display; base unit w/ mounting bracket, Can be Upgraded to TrafficCloud	2	\$2,572.00	\$5,144.00
4001299	3 Year Warranty	2	\$0.00	\$0.00
4001818	Integrated Solar pole mount battery kit (Sh15) 28Ah batt & solar controller	2	\$605.00	\$1,210.00
4000701	Solar panel, 90W; includes bracket for pole and harness	2	\$811.00	\$1,622.00
4001889	Shipping and Handling Sourcewell Contract	1	\$554.00	\$554.00
4001190	Discount - New Purchase	1	(\$895.65)	(\$895.65)

Special Notes:

SALES AMOUNT: \$7,634.35

TOTAL USD: \$7,634.35

Duration: This quote is good for 60 days from date of issue.

Shipping Notes: All shipments shall be FOB shipper. Shipping charges shall be additional unless listed on quote.

Taxes: Taxes are not included in quote. Please provide a tax-exempt certificate or sales tax will be applied.

Warranty: Unless otherwise indicated, all products have a one year warranty from date of sale. Warranty extensions are a component of some applications that are available at time of purchase. A Finance Charge of 1.5% per month will be applied to overdue balances. GSA GS-07F-6092R