

Warrensburg Convention and Visitors Bureau  
10 a.m. Thursday, September 10  
Via Zoom

You are invited to a Zoom webinar.  
When: Sep 10, 2020 10:00 AM Central Time (US and Canada)  
Topic: WCVB September Board Meeting

Please click the link below to join the webinar:  
<https://us02web.zoom.us/j/85766523226?pwd=MWdVUIZmRIZBU09tMURqWjBwbjZtZz09>  
Passcode: 621397

Or iPhone one-tap :

US: +16465588656,,85766523226#,,,,,0#,,621397# or  
+13017158592,,85766523226#,,,,,0#,,621397#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

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253 215 8782 or +1 346 248 7799

Webinar ID: 857 6652 3226

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International numbers available: <https://us02web.zoom.us/j/85766523226>

1. Call To Order
2. Roll Call
3. Adopt Agenda
4. Minutes Of Prior Meeting-August 13, 2020  
Marcy Bryant, Tourism Director

Documents:

[MINUTES 08132020.PDF](#)

5. Financial Report-September 2020  
Marcy Bryant, Tourism Director

Documents:

[FINANCIAL REPORT SEPT 2020.PDF](#)

6. Order Of Business: CivicPlus Upgraded Website Package  
Marcy Bryant, Tourism Director

Documents:

[DIRECTOR NOTES CIVIC PLUS WEBSITE UPGRADE.PDF](#)  
[WARRENSBURG MO - CVB- ULTIMATE DHP UPGRADE.PDF](#)  
[ULTIMATE DEPARTMENT HEADER PAGE EXAMPLE 2.JPG](#)  
[ULTIMATE DEPARTMENT HEADER PAGE EXAMPLE.JPG](#)

7. Order Of Business: Show Me Strong Fund Update  
Marcy Bryant, Tourism Director

Documents:

[DIRECTOR NOTES SHOW ME STRONG UPDATE.PDF](#)  
[SHOW ME STRONG COMPLETED AGREEMENT 09032020.PDF](#)

8. Order Of Business: WCVB 2020-2021 Committee Appointments  
Marcy Bryant, Tourism Director

Documents:

[DIRECTOR NOTES WCVB 2020-2021 COMMITTEE APPOINTMENTS.PDF](#)

9. Director's Report  
Marcy Bryant, Tourism Director

Documents:

[DR 09072020 BOARD REPORT.PDF](#)

10. Other Business
11. Board Comments  
WCVB Board
12. Public Comments
13. Adjournment

# Warrensburg Convention & Visitors Bureau Minutes

Via Zoom

10 a.m. Thursday, August 13, 2020

A meeting of the Warrensburg Convention and Visitors Bureau was held via Zoom on Thursday, August 13, 2020 at 10:01 a.m. with President Tom Koenigsfeld presiding. Roll was called as follows: Present: Kelly Brooks, Tom Koenigsfeld, Ginny McTighe, Dana Phelps, Diane Whitworth and Mason Wirsig; Absent: Scott Thomason and exofficio members Danielle Fesler, Bryan Jacobs and Harold Stewart.

The adoption of the agenda was considered. Koenigsfeld made a motion to adopt the agenda. The motion was seconded by McTighe. Motion passed.

Minutes of the July 1, 2020 WCVB meeting were considered. McTighe made a motion to approve the meeting minutes as presented. The motion was seconded by Brooks. Phelps and Whitworth abstained. Motion passed.

Financial report provided by the WCVB director. As of August 6, 2020, 58% of budgeted expenses have been incurred. The lodging tax for July 2020 was down 25% from collections in July 2019. Total lodging tax collected in 2020 is \$201,106.

The director presented the Show Me Strong Destination Marketing Organization funding program available from the Missouri Division of Tourism. The WCVB is eligible for \$105,501. Eligible expenses include payroll, marketing, PPE for events, and safety measures for the Visitor Center. Expenses must have incurred March 1-November 15. Applications are due August 20. All reimbursement requests must be submitted by November 15. The director recommends the board approve the WCVB to apply for \$105,501. The reimbursement breakout is tentatively \$42,678-payroll, \$61,856-marketing, and \$967-PPE for Visitor Center. The director noted the breakout is subject to change as per MDT's direction. Wirsig made a motion to approve the director to apply for Show Me Strong funding on behalf of the WCVB for up to \$105,501. The motion was seconded by Brooks. Motion passed.

The director presented an agreement with Madden Media for advertising services utilizing funds made possible through the Show Me Strong program. Madden Media would provide digital marketing services including Facebook, Instagram, and Google ads. The total cost is \$49,997.26. The director recommended the board approve the director to sign an agreement with Madden Media for digital marketing services not to exceed \$49,997.26 pending approval of the Show Me Strong funds. McTighe made a motion to approve the director to sign the agreement with Madden Media for marketing services pending approval of Show Me Strong funds. The motion was seconded by Koenigsfeld. Motion passed.

The director presented an agreement with Missouri Life for advertising services utilizing funds made possible through the Show Me Strong program. Missouri Life would provide two print ads and digital ads using their Facebook page, website, and e-newsletter. The total cost is \$7,234. The director recommended the board approve the director to sign an agreement with Missouri Life for advertising services not to exceed \$7,234 pending approval of the Show Me Strong funds. Brooks made a motion the director sign an agreement with Missouri Life for advertising services pending approval of Show Me Strong funds. The motion was seconded by Koenigsfeld. Motion passed.

The director presented a draft of the revised 2019-2020 budget to the board. The 2019-2020 budget was revised at the May 2020 WCVB Board meeting. Since May, the lodging tax collected has been higher than projected. Pending approval of the Show Me Strong funds, the grant line item will now include one reimbursement (payroll). The two revenue accounts are the only revisions being recommended by the director.

830-51905 Lodging Tax

Current Budget \$206,182; Revised \$241,107

830-52220 Grants

Current Budget \$23,000; Revised \$55,933

Wirsig made a motion to approve the 2019-2020 revised budget as presented by the director. The motion was seconded by McTighe. Motion passed.

The director presented a draft of the 2020-2021 budget to the board. The 2020-2021 budget draft presented at the July 2020 WCVB Board meeting was revised extensively due to the Show Me Strong fund announcement. The budget presented is a balance budget with \$239, 873 revenue and \$239,873 in expenses. The revenue includes lodging tax projected at \$166, 733, grants projected \$71,600 (pending approval of Show Me Strong Funds) and interest at \$1,500. The director provided details regarding each expense category. Koeingsfeld made a motion to approve the 2020-2021 WCVB Budget as presented. The motion was seconded by McTighe. Motion passed.

The director presented the board a proposal to provide face masks to area nonprofits hosting events in the Warrensburg area. The proposal stipulates the nonprofit and event must follow the same criteria as the WCVB Community Grant program. Due to Covid-19, the WCVB has only processed \$845 of the \$5,000 budgeted in community grants. The cost of the masks would be incurred in the 2019-2020 Budget. The total cost would be no more than \$600. The nonprofit would receive up to three boxes of 50 masks. The face masks would be available on a first-come, first-serve basis. The nonprofit would be required to complete a simple form showing its plan to offer a safe event for volunteers and participants. The form will also declare the WCVB accepts no liability for the event. McTighe made a motion the WCVB offer face masks (up to three boxes) for nonprofits to use for public events to assist with the safety of volunteers and participants. The motion was seconded by Brooks. Motion passed.

The director provided her director's report. Items highlighted were an update on the Visitor Center, UCM partnership, visitor guide and the WCVB Community Grant program.

There were no appearances by the public.

Meeting adjourned.

FINANCIAL REPORT\*  
SEPTEMBER 2020

	CURRENT BALANCE	DISBURSED	FY20 BUDGET*
SALARIES & PT WAGES	\$ 9,240.80	\$ 48,495.20	\$ 57,736.00
EMPLOYEE TAXES	\$ 662.60	\$ 3,754.40	\$ 4,417.00
RETIREMENT	\$ 238.90	\$ 2,741.10	\$ 2,980.00
EMPLOYEE INSURANCE	\$ 646.90	\$ 6,128.10	\$ 6,775.00
WORKERS COMPENSATION	\$ 32.60	\$ 92.40	\$ 125.00

PROGRAM & OTHER SUPPLIES	\$ 11,524.53	\$ 5,528.47	\$ 17,053.00
UTILITIES	\$ 634.68	\$ 4,465.32	\$ 5,100.00
OUTSIDE SERVICES	\$ 11,908.24	\$ 12,257.76	\$ 24,166.00
INSURANCE	\$ 1.00	\$ 1,799.00	\$ 1,800.00
TRAINING & TRAVEL	\$ 709.80	\$ 1,098.20	\$ 1,808.00
DUES & MEMBERSHIPS	\$ 1,026.07	\$ 1,473.93	\$ 2,500.00
MARKETING & COMMUNICATION	\$ 55,933.36	\$ 33,449.14	\$ 89,382.50
OTHER - EMPLOYMENT	\$ -	\$ -	\$ -
CAPITAL - EQUIPMENT	\$ -	\$ -	\$ -
GRANT PROGRAM	\$ 4,154.82	\$ 845.18	\$ 5,000.00
LEASE AGREEMENT	\$ (622.00)	\$ 14,622.00	\$ 14,000.00
<b>TOTALS</b>	<b>\$ 96,092.30</b>	<b>\$ 136,750.20</b>	<b>\$ 232,842.50</b>

\*As of September 8, 2020

58.73%

\*Revised Budget 8/13/2020

	Spent	Revised Budgeted	Remaining		
<b>Salaries/Wages</b>					
Full-Time	43183.77	52270	9086.23	0.8261674	
Part-Time	5311.43	5466	154.57	9.72E-01	
	<u>48495.2</u>	<u>57736</u>	<u>9240.8</u>	<u>8.4E-01</u>	
<b>Employee Insurance</b>					
Dental	692.6	832	139.4	8.32E-01	
Health	5025	5813	788	8.64E-01	
Life	108.58	130	21.42	8.35E-01	
Short Term	202.84	250	47.16	0.81136	
Long Term	99.08	120	20.92	8.26E-01	
	<u>6128.1</u>	<u>7145</u>	<u>1016.9</u>	<u>8.58E-01</u>	
<b>Program &amp; Other Supplies</b>					
Retail	108	108	0	1	
Clothing		0	0	0	
Computer Supplies	2127.74	3000	872.26	7.09E-01	
Meeting Supplies	12.89	300	287.11	4.3E-02	
Maintenance Repairs & Supplies	169	5000	4831	0.0338	
Office Supplies	712.8	1000	287.2	0.7128	
Software	647.28	2500	1852.72	0.258912	
Food	13	145	132	8.97E-02	
Supplies-Non Categorized	1737.76	5000	3262.24	0.347552	
	<u>5528.47</u>	<u>17053</u>	<u>11524.53</u>	<u>3.24E-01</u>	
<b>Utilities</b>					
Sewer	171.46	250	78.54	0.68584	
Electric	1656.48	2000	343.52	0.82824	
Gas	0	0	0	0	
Water	161.86	350	188.14	4.62E-01	
Internet/Cell Phone	2475.52	2500	24.48	0.990208	
	<u>4465.32</u>	<u>5100</u>	<u>634.68</u>	<u>8.76E-01</u>	
<b>Outside Services</b>					
Financial Services	755.87	1000	244.13	0.75587	
Legal Services	23.75	200	176.25	0.11875	
Services Non-Categorized		11000	11000	0	
Contractual Services	2728.14	3216	487.86	8.48E-01	*Cleaning Services & Printer/Copier Agreement
Consulting	8750	8750	0	1	
	<u>12257.76</u>	<u>24166</u>	<u>11908.24</u>	<u>5.07E-01</u>	
<b>Training &amp; Travel</b>					
Travel-Meals	30.5	50	19.5	0.61	
Mileage	444.15	600	155.85	0.74025	
Travel-Rooms	458.55	458	-0.55	1E+00	
Schools & Seminars	165	700	535	2.36E-01	
	<u>1098.2</u>	<u>1808</u>	<u>709.8</u>	<u>6.07E-01</u>	
<b>Marketing &amp; Communication</b>					
Advertising	32573.33	84500	51926.67	3.85E-01	
Postage	153.05	200	46.95	0.76525	
Printing & Binding	40.26	3500	3459.74	1.15E-02	
Shows/Expos		500	500	0	
Communication-Non-Categorized	682.5	682.5	0	1	(WEB)
	<u>33449.14</u>	<u>89382.5</u>	<u>55933.36</u>	<u>3.74E-01</u>	

<b>LEASE (407A East Russell Ave, ST. 2)</b>	14622	14000	-622	1.04E+00
<b>Community Agreements</b>	845.18	5000	4154.82	0.169036

\*\*Revised Budget-approved Aug 13.

Program & Other Supplies	Expenditures Commodities: Clothing, Computer, Meeting, Office, Software, Food, Supplies Non-Categorized
Utilities	Cell-Phone/Telephone
Outside Service	Financial Services/Legal Services
Insurance	
Training & Travel	Travel Meals, Mileage, Travel-Rooms, Schools & Seminars
Dues & Membership	
Marketing & Communication	Advertising, Printing & Binding, Postage, Shows & Expos, C
Other	Employment/Services-Non-Categorized
Grant Program	

## **WCVB Board Meeting**

**Meeting:** September 10, 2020

**Item:** Upgrading Department Header Website Redesign

**Overview:**

**Additional Resources:**

**Staff Recommendation:**

Staff recommends the board approve the

**CivicPlus**

302 South 4th St. Suite 500  
 Manhattan, KS 66502  
 US

**Quote #:**

Q-10716-1

**Date:**

7/28/2020 10:23 AM

**Expires On:**

10/26/2020

**Product:**

CivicEngage

**Ship To**

Warrensburg Convention and Visitor's Bureau MO - CivicEngage

**Bill To**Warrensburg Convention and Visitor's Bureau MO -  
CivicEngage

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jenna Wolf	x	wolf@civicplus.com		Net 30

**Exhibit A.1 - Statement of Work**

QTY	Product Name	DESCRIPTION	PRODUCT TYPE
1.00	Ultimate Department Header Package	Page specific Site ID, Navigation, Banner, Graphic Links, Colors, Design Styles; follows main site layout.	
1.00	Ultimate Department Header Annual Fee	Ultimate Department Header Annual Fee	Renewable
1.00	Ultimate Department Header Implementation	Ultimate Department Header Implementation	One-time

List Price - Year 1 Total	USD 7,193.00
Actual Investment - Year 1	USD 4,103.00
Annual Services – Year 2	USD 1,103.00

Total Days of Quote:365

1.This Sales Form is subject to the terms and conditions of the original Agreement by and between CITY OF WARRENSBURG - Convention and Visitor's Bureau (Client) and CivicPlus.

2.Client will be invoiced for the Total Investment - Year 1 (the sum of one-time costs and a prorated portion of the Annual Services) for the current billing cycle upon signing and submission of this Sales Form. The subscription for the Products (as described above) included in this Sales Form are prorated and co-termed to align with the Client's current billing schedule and the Annual Services amount will subsequently be added to Client's regularly scheduled annual invoices under the terms of the Agreement.

3.Each year this Sales Form is in effect, a technology investment and benefit fee up to 5% will be applied to the Annual Fee Increase. Client will be invoiced electronically through email. Upon request CivicPlus will mail the invoice and the Client will be charged a \$5.00 convenience fee.

### Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client

CivicPlus

By:

By:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

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

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

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:



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PUBLIC WORKS



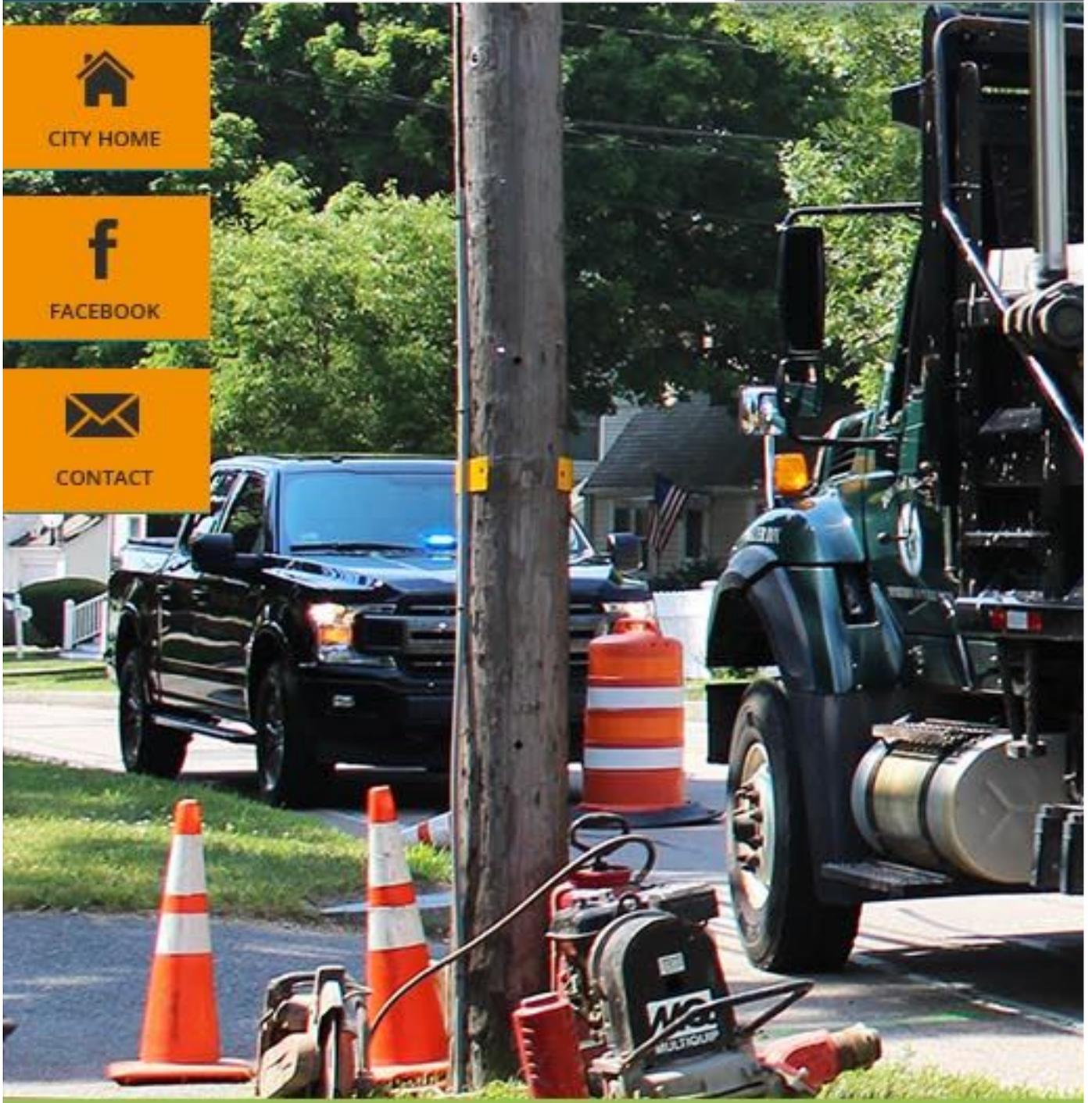
CITY HOME



FACEBOOK



CONTACT



## **WCVB Board Meeting**

**Meeting:** September 10, 2020

**Item:** Show Me Strong Fund Update

### **Overview:**

At the August WCVB Board Meeting (August 13, 2020), the board approved me to apply on behalf of the WCVB for \$105,500 of Show Me Strong Funds. The application was submitted August 19. I was notified the marketing campaign dates for reimbursement had been revised. All campaigns must end by November 15. A webinar in early August had provided the date of December 31. This date change required revisions to the marketing budget submitted. The amount applied for was revised to \$104,400.

The WCVB was notified of approval of \$104,400 on August 31, 2020. The notification was emailed to the WCVB Board. Through emails with MDT staff, it was learned incorrect information had been given to me regarding the payroll reimbursement. Furlough hours were not eligible. MDT allowed me to revise the budget while staying within the budget of \$104,400.

Madden Media has been working on getting our campaign ready to launch. Three random photo shoots have been held in Crave, Meyers Market and Old Drum Coffeehouse.

### *Important Dates:*

Eligible for reimbursement: March 1-Nov. 15

All reimbursements must be submitted by Nov. 15

Marketing campaigns must conclude Nov. 15

### **Additional Resources:**

Agreement attached

## MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT

### Coronavirus Aid, Relief, and Economic Security (CARES) Act Program Agreement

#### Show Me Strong Destination Marketing Organization (DMO) Funding Grant

The Missouri Department of Economic Development (“DED”), an executive agency of the State of Missouri (“State”), and the Warrensburg Convention and Visitors Bureau (“Grantee” or “Recipient,” and together with DED, the “Parties,” and each a “Party”), enter this Program Agreement (“Agreement”) for the CARES Act Show Me Strong Destination Marketing Organization (“DMO”) Funding Grant Program (“Program”) on this 31st day of August, 2020, stating and agreeing as follows:

#### WITNESSETH:

**WHEREAS**, the U.S. Congress passed, with overwhelming bipartisan support, the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act (Pub.L. 116–136), which was signed into law on March 27, 2020, and provides more than \$2 trillion in economic relief, and the State received funds pursuant to Title VI of the Social Security Act, as added by §5001 of the CARES Act;

**WHEREAS**, the CARES Act reflects the federal government’s commitment to the public purposes of protecting the American people from the public health and economic impacts of the Coronavirus Disease 2019 (“COVID-19”) public health emergency, in part by providing fast and direct economic assistance for American workers, families, and small businesses, and preserving jobs for American industries;

**WHEREAS**, the State received CARES Act funding and has authorized and empowered DED to provide grants to DMOs for the purposes of resuming normal business operations and restoring economic activity statewide by reimbursing eligible expenses incurred for the promotion and resumption of tourism-related activities, as well as steps taken to ensure implementation of health and safety guidelines, in response to the COVID-19 public health emergency; such DMOs, through their core marketing mission, have a significant impact on Missouri’s economy by creating incremental visitation and the resulting incremental visitor spending in the 45 tourism-related business classifications;

**WHEREAS**, the CARES Act requires that the State limit its grant payments to only those costs that were necessary expenditures incurred due to the COVID-19 public health emergency and, for funds provided to a government, that were not accounted for in the budget most recently approved as of March 27, 2020; further, the State must expend all grant funds for eligible costs expended during the period that began on March 1, 2020, and the State is required to make all grant payments on or before December 30, 2020;

**WHEREAS**, Grantee has submitted to DED an application (“Application”) that meets the purposes and requirements of the Program;

**WHEREAS**, the Parties desire to set forth their mutual expectations and obligations for participation in the Program; and,

**NOW, THEREFORE**, in consideration of the promises and the mutual representations, covenants, and agreements herein contained, the Parties do hereby represent, covenant, and agree as follows:

1. **Definitions.** As used in this Agreement, capitalized terms have the meanings ascribed in the preceding recitals and as follows:
  - 1.1. **"Affidavit"** means the Grantee's sworn affidavit required by § 285.530 RSMo affirming a business entity's enrollment and participation in a federal work authorization program for its employees and affirming that it does not knowingly employ any person who is an unauthorized alien.
  - 1.2. **"Application"** means the Grantee-completed Program application, as provided by DED, and including accompanying and supporting documentation.
  - 1.3. **"Approval Letter"** means the unique letter from DED to Grantee informing Grantee of Grantee's conditional approval to participate in the Program, and specifying the maximum total Grant award dollar amount potentially available to Grantee under the Program.
  - 1.4. **"Default Event"** has the meaning set forth in section 5 of this Agreement.
  - 1.5. **"Eligible Expenses"** means expenses defined under the Program, the Guidelines, and the Guidance as reimbursable by the Grant.
  - 1.6. **"Grant"** means any CARES Act funds made available by the State or DED to the Grantee pursuant to the Program and in response to the Application.
  - 1.7. **"Guidance"** means CARES Act guidance, frequently answered questions and responses, or any other current or prospective publications by the U.S. Treasury interpreting the CARES Act and setting forth lawful uses for CARES Act funds, including expenses defined as reimbursable.
  - 1.8. **"Guidelines"** means the current or prospective guidelines published by DED for the Program.
  - 1.9. **"Ineligible Expenses"** means expenses not reimbursable by the Grant under the Program, the Guidance, or the Guidelines; expenses not timely requested; expenses for which insufficient explanation or documentation is provided; and expenses for which reimbursement is not requested in accordance with the submission instructions established by the Program;
  - 1.10. **"Request for Reimbursement"** means the Program-specific form, including accompanying and supporting documentation, completed by Grantee, and submitted to DED, to request a Grant payment.
2. **Grant Disbursement.** Upon review and approval of Grantee's Request for Reimbursement, DED shall reimburse Grantee's Eligible Expenses in an amount not to exceed the amount stated in the Approval Letter: \$104,400, which Approval Letter is incorporated into this Agreement by reference as Exhibit A. DED shall not provide reimbursement for Ineligible Expenses.
3. **Obligations of Grantee.** Grantee shall perform the obligations of, and continues to certify as to the representations, qualifications, and eligibility of, the "Applicant" and "you" as stated in the Guidelines, which Guidelines are incorporated into this Agreement by reference as Exhibit B,

and as stated in the Application, which Application is incorporated into this Agreement by reference as Exhibit C.

4. **Promises by Grantee.** Grantee makes the following promises, upon which Grantee acknowledges and intends that the State and DED have relied and will rely:
  - 4.1. Grantee is an eligible applicant pursuant to the Guidelines;
  - 4.2. Grantee will use the Grant disbursed pursuant to this Agreement only for Eligible Expenses, as stated in the Application, approved in the Approval Letter, and requested in the Request for Reimbursement;
  - 4.3. Pursuant to § 285.530 RSMo, in the event the Grant is more than \$5,000 and Grantee employs one or more employee, Grantee hereby affirms that it does not knowingly employ any person who is an unauthorized alien and affirms its enrollment and participation in a federal work authorization program (as of the date hereof, the Employment Eligibility Verification Program (E-Verify) authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended), and has provided documentation of such enrollment and participation:
    - 4.3.1. In the form of Grantee's eVerify Memorandum of Understanding, which is incorporated into this Agreement by reference as Exhibit D; and
    - 4.3.2. In the form of the Affidavit, which Affidavit is incorporated into this Agreement by reference as Exhibit E;
  - 4.4. All statements and representations by Grantee in the Application, this Agreement, the Request for Reimbursement, or in any other writing delivered in connection with the performance of this Agreement, shall survive the execution and delivery thereof and shall be continuing representations unless and until revised by Grantee in a writing delivered to DED.
5. **Defaults and Remedies.**
  - 5.1. Any of the following will constitute a Default Event, the consequences of which are provided respectively:
    - 5.1.1. **No Longer an Eligible Applicant.** Grantee's ceasing to be an eligible applicant pursuant to the Guidelines, or ceasing to exist as such, in which case this Agreement will terminate automatically.
    - 5.1.2. **Misrepresentation.** Grantee's negligent or intentional provision to DED, in the Application, this Agreement, a Request for Reimbursement, or in any communication or document in connection with the Program, of any document or information that is untrue or incomplete in any material respect at the time of such provision, in which case Grantee shall forfeit and repay any funds that Grantee has received pursuant to this Agreement, and Grantee shall have no right or claim to any Program funds. The remedy in this section shall be in addition to any other remedy available.

5.1.3. **Failure to Provide Any Document or Report.** Grantee's failure to provide any document or report required by the Approval Letter or the Guidelines, within the time specified, in which case Grantee, in the case of the failure to provide any document, shall have no right to receive the Grant; or, in the case of the failure to provide any report, shall have no right to retain the Grant, and shall forfeit and repay the Grant received by Grantee.

5.1.4. **Unauthorized Assent.** The undersigned's having executed this Agreement without authority to so act on behalf of the Grantee, in which case Grantee shall have no right or claim to the Grant and shall forfeit and repay the Grant.

5.2. The foregoing Default Events and consequences are in addition to any remedies reserved in the CARES Act General Terms and Conditions, which are incorporated in this Agreement and attached to this Agreement as Exhibit F.

## 6. **Termination.**

6.1. This Agreement shall terminate automatically on December 30, 2020, or on such final date for State CARES Act expenditures as may be established in any subsequent amendment to Title VI of the Social Security Act, as added by §5001 of the CARES Act, whichever is later.

6.2. Upon termination, Grantee shall still be required to timely submit to DED any report required by the Guidelines, and the provisions of sections 1, 4, 5, 6, 7, and 8 of this Agreement shall survive and continue in force.

## 7. **Miscellaneous Provisions.**

7.1. **General Terms and Conditions.** The CARES Act Grant Agreement General Terms and Conditions, attached to this Agreement as Exhibit F, are binding on Grantee, or Recipient.

7.2. **Amendments.** This Agreement may be amended, changed, modified, or altered only by a writing executed by the Parties.

7.3. **Interpretation.** In this Agreement, unless the context otherwise reasonably requires:

7.3.1. Headings are for convenience only and do not alter the interpretation of this Agreement;

7.3.2. A reference to a section, paragraph, or exhibit is a reference to a section, paragraph, or exhibit of this Agreement;

7.3.3. References to any document include references to such document as amended, novated, supplemented, varied, or replaced from time to time; and

7.3.4. References to a Party to this Agreement includes that Party's legal successors (including but not limited to executors and administrators) and permitted assigns.

7.4. **Arms-length Agreement.** All Parties to this Agreement have been represented by counsel, or have had the opportunity to be so represented. Therefore, this Agreement shall not be

construed against any Party by virtue of the fact that was prepared initially by counsel for one of the Parties. DED and Grantee specifically acknowledge that each Party understands the nature, terms, and object of this Agreement.

- 7.5. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri. All references herein to the Revised Statutes of Missouri, or RSMo, are to the version in effect on the date of this Agreement.
- 7.6. **Consent to Jurisdiction; Service of Process.** Any legal action or proceeding with respect to this Agreement shall be brought in the courts of the State of Missouri in Cole County, Missouri, or of the United States District Court for the Western District of Missouri, and by execution and delivery of this Agreement, Grantee hereby irrevocably accepts, generally and unconditionally, the jurisdiction of the aforesaid courts. Grantee irrevocably consents to the service of process out of any of the aforementioned courts and in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to Grantee at its address as provided in its Application, such service to become effective ten days after mailing, provided however that nothing herein shall affect the right of DED to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against Grantee or any property of Grantee in any other jurisdiction and Grantee hereby expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the jurisdiction or laying of venue of any such litigation brought in any such court referred to above and any claim that any such litigation has been brought in an inconvenient forum.
- 7.7. **No Assignment.** Grantee may not assign any of its rights or obligations under this Agreement without the express written consent of DED, in its sole discretion.
- 7.8. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.
- 7.9. **No Third Party Beneficiaries.** This Agreement does not contemplate any third-party beneficiaries, nor shall it be construed to create any legal right nor authorize a cause of action by any person who is not a Party.
- 7.10. **Severability.** If any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected.
- 7.11. **Capacity.** The signatories to this Agreement on behalf of the Parties represent that they have full capacity to sign this contract and bind their respective Parties.
- 7.12. **Execution in Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.
- 7.13. **Electronic Storage of Documents.** The Parties agree that the transactions described herein may be conducted, and related documents may be stored, by electronic means. Copies, facsimiles, electronic files, and other reproductions of original executed documents shall be

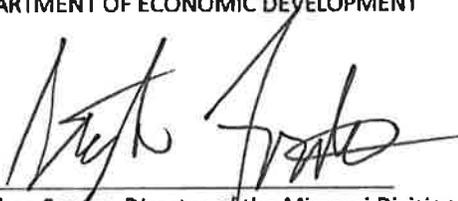
deemed authentic and valid counterparts of such original documents for all purposes described in this Agreement.

7.14. **Electronic Signatures.** Each Party agrees that the respective electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

8. **Complete Agreement.** All agreements between the Parties are contained in this Agreement, which contains the complete and exclusive statements of the agreement between the Parties as to the subjects described herein.

DEPARTMENT OF ECONOMIC DEVELOPMENT

By:



Stephen Foutes, Director of the Missouri Division of Tourism

GRANTEE / RECIPIENT

By:



Signature

Tom KOENIGSFELD

Printed or Typed Name

PRESIDENT

Printed or Typed Title (e.g. President, CEO)

Warrensburg

## **Index to Exhibits**

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The following exhibits have been incorporated by reference into this Agreement and are a part hereof as if set forth herein in their entirety:

Exhibit A: Approval Letter

Exhibit B: Guidelines (all Guidelines effective during the term of the Agreement)

Exhibit C: Application

Exhibit D: Grantee's eVerify MOU (if Grantee has requested more than \$5,000 and has one or more employees)

Exhibit E: Grantee's Affidavit (if Grantee has requested more than \$5,000 and has one or more employees)

The following exhibit has been incorporated by reference into this Agreement and is set forth herein in its entirety:

Exhibit F: CARES Act Grant Agreement General Terms and Conditions

## Exhibit F

### MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT Coronavirus Aid, Relief, and Economic Security (CARES) Act Grant Agreement General Terms and Conditions

These general terms and conditions (“Terms and Conditions”) apply to this Agreement between DED and the Recipient for the Grant provided pursuant to the CARES Act, as administered by the U.S. Department of the Treasury (“Treasury”). These Terms and Conditions do not set out all of the provisions of the applicable laws and regulations, and they do not represent an exhaustive list of all requirements applicable to this Agreement.

As used in these Terms and Conditions, capitalized terms have the meanings ascribed in these Terms and Conditions and in the principal Agreement to which these Terms and Conditions are an exhibit.

#### **Acceptance of Terms and Conditions**

These Terms and Conditions apply directly to the Recipient. To be eligible to receive the Grant, Recipient must accept these Terms and Conditions in their entirety. This is not an exhaustive list, and Recipient must comply with any other relevant statutes, regulations, and guidance, as applicable.

Recipient’s commitment to full compliance with all Terms and Conditions is material to the State’s decision to disburse CARES Act grant funds to Recipient. Noncompliance with any of the Terms and Conditions is grounds for the State or the Treasury to recoup in whole or in part any grant payment to Recipient.

#### **I. Administrative Requirements**

- A. **Retention, Inspection, and Examination of Records; Right to Audit.** Recipient shall retain financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five years, starting from the date of Recipient’s receipt of the final grant reimbursement payment. Representatives of Treasury, Federal Inspectors General, the Comptroller General of the United States, the State Office of Administration (OA), the State Auditor’s Office, DED, or any of their designees shall have access to any pertinent books, documents, and records of Recipient in order to conduct audits or examinations, and they shall have access to the project site for one year following the date of Recipient’s receipt of the final reimbursement payment. Recipient agrees to allow monitoring and auditing by Treasury, OA, DED, or their designee or representative. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five-year period, Recipient shall retain records until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- B. **Reporting of Program Performance.** Recipient shall submit to DED a performance report for each program, function, or activity as specified by the Guidelines.
- C. **Equipment and Supplies.** Recipient agrees that any equipment and supplies reimbursed pursuant to this Agreement shall be used for the performance of services consistent with this Agreement during the Agreement term or during the current COVID-19 public health emergency, whichever ends later.

1. Equipment means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost \$5,000 and greater.
  2. *Equipment and Supplies Management.* Recipient's procedures for managing equipment and supplies, collectively "property," acquired in whole or in part with grant funds will, at a minimum, meet the following requirements until disposition of the property takes place:
    - a. Equipment Records. Recipient must maintain equipment records that include a description of the equipment; a serial number or other identification number; the source of funding; the acquisition date, cost, and percentage of federal, state, or local government participation in the cost; the location, use, and condition of the equipment; and disposition information including the date of the disposal and sale price of the equipment.
    - b. Inventory. A physical inventory of the equipment and supplies must be taken and the results reconciled with the equipment records at least once during the term of this Agreement.
    - c. Control and Safeguards. 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.
    - d. Maintenance. Recipient must develop adequate maintenance procedures to keep the property in good condition.
- D. **Audit Requirements.** If Recipient expends \$750,000 or more in federal awards during Recipient's fiscal year, Recipient shall: (1) arrange for an audit as prescribed in "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Subpart F;" and (2) submit relevant portion(s) of the audit report to DED within 14 days of Recipient's receipt of the final audit report or its equivalent. Other portions of the audit shall be made available upon request by representatives of Treasury, Federal Inspector General, the Comptroller General of the United States, OA, the State Auditor's Office, DED, or any of their designees.
- E. **Conflicts of Interest.** No party to this Agreement, and no officer, agent, or employee of Recipient, shall participate in any decision related to this Agreement that could result in a real or apparent conflict of interest.
- F. **State Appropriated Funding.** Recipient agrees that, for each state fiscal year included within the term of this Agreement, funding for this grant must be appropriated and made available by the Missouri General Assembly, and may be subject to a gubernatorial withholding. This Agreement shall automatically terminate without damages, penalty, or termination costs if such funds are not appropriated or otherwise become unavailable. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the Agreement.
- G. **Eligibility, Debarment, and Suspension.** Recipient affirms 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) exists). If compliance issues exist, Recipient shall disclose to DED all pending or unresolved violations noted in an NOV, administrative order, civil lawsuit, and criminal lawsuit, but only when those alleged violations occurred in the State of Missouri. If an NOV occurs during the term of this Agreement, Recipient must notify DED immediately. DED will not make any award or payment at any time to Recipient if it 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." Recipient may access the federal Excluded Parties List at: [www.sam.gov/SAM/](http://www.sam.gov/SAM/).

- H. **Restrictions on Lobbying.** This paragraph applies to Recipient only if Recipient receives \$100,000 or more pursuant to this Agreement. Recipient shall not receive any reimbursement pursuant to this Agreement for any expenditures to pay any person or entity 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, if Recipient makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms, Recipient shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

- I. **Enforcement; Non-exclusive Remedies for Misrepresentation, Fraud, and Noncompliance.** In addition to other state and federal remedies available to DED, if Recipient misrepresents a material fact or commits fraud in relation to Recipient's application, this Agreement, or otherwise, with respect to any DED grant or incentive program in which Recipient is participating, or if Recipient materially fails to comply with any term of this Agreement, DED 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, action, item, or service not in compliance;
3. Temporarily withhold payment pending Recipient's correction of the deficiency;
4. Withhold further awards from Recipient; or
5. Take other remedies that may be legally available, including cost recovery, breach of contract, and suspension or debarment.

- J. **Termination, Transferability, and Closeout.**

1. *Termination for Cause.* If DED decides to terminate the current Agreement, DED shall promptly notify Recipient in writing of such a determination and the reasons for the termination, together with the effective date. DED reserves the right to withhold all or a portion of Agreement funds if Recipient violates any term or condition of this Agreement. Termination for cause may be considered for evaluating future applications. Recipient may object in a writing submitted to DED to a termination for cause and may provide information and documentation challenging the termination.

2. *Termination for Convenience.* DED and Recipient may terminate this Agreement, in whole or in part, in a writing signed by them, when both parties agree that further reimbursement pursuant to this Agreement would not produce beneficial results commensurate with the further expenditure of funds or otherwise agree that termination is in the parties' best interests.
  3. *Transferability.* This Agreement is not transferable to any person or entity.
  4. *Closeout.* DED and Recipient remain responsible for compliance with all respective closeout requirements.
- K. **Signature.** Recipient's signature on the application, this Agreement, and any other award or program documents signifies Recipient's agreement to all of the specific terms and conditions of this Agreement. "Signature" as used in this includes Recipient's manual handwritten and electronic signature.
- L. **Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. "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 the project as described in the application and as subject to the program guidelines and DED approval.

## **II. Statutory Requirements**

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 DED. Failure to abide by these laws is sufficient grounds to suspend or terminate the Agreement and may be sufficient grounds to suspend or debar Recipient. By executing this Agreement, Recipient certifies that Recipient, its board of directors, and principals are in compliance with the specific federal and state laws set out below. Further, during the Agreement term, Recipient shall report to DED any instance in which 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 in this section II. Such report shall be submitted within 10 working days following such determination. Failure to comply with the reporting requirement may be sufficient grounds to terminate this Agreement or suspend or debar 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.
13. The requirements of any other nondiscrimination statutes and regulations which may apply to this Agreement or to Recipient.

**B. 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.

**C. The Hatch Act**, 5 U.S.C. § 1501 et seq., as amended, relating to certain political activities of certain State and local employees.

**D. 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.

**E. 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.

**F. The Flood Disaster Protection Act of 1973** (Public Law 93-234) flood insurance purchase requirements of § 102(a), 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.

- G. 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 this act.

## **WCVB Board Meeting**

**Meeting:** September 10, 2020

**Item:** WCVB Committee Appointments

### **Overview:**

Appointments need to be made to serve on the following committees:

**Grant** (2 members and WCVB President-Tom Koenigsfeld)

2019-2020: Chelsea Cantrell, Scott Thomason and Tom Koenigsfeld

\*Meet once/twice a year to review applications.

**Marketing** (2 members and WCVB President-Tom Koenigsfeld)

2019-2020: Chelsea Cantrell, Mason Wirsig and Tom Koenigsfeld

\*Meet as needed.

## **CONVENTION AND VISITORS BUREAU DIRECTOR'S REPORT**

Marcy Bryant, Director of Tourism

September 7, 2020

### **Visitor Center Update**

The Center is open 1-4 p.m. Monday-Friday. There is signage regarding social distancing and the mask requirement on the exterior doors and throughout the Center.

### **Show Me Grant**

The Missouri Division of Tourism notified the WCVB the organization had been awarded \$104,400 in Show Me Strong Funds. This is a reimbursement grant. The grant will be used for reimbursement of payroll expenses, marketing, and supplies for the Visitor Center. The grant is made possible from CARES funds. All marketing and supplies must relate to Covid-19. All reimbursements must be submitted by Nov. 15, 2020. MDT has announced there will not be additional grant funds available in the spring. The two grants WCVB has utilized in the past will not be available-Marketing Matching Grant and Marketing Platform Development.

### **Website**

As per the agreement the WCVB signed with CivicPlus in 2017, the website-VisitWarrensburg.com is eligible for a redesign at no cost. The City's site will be redesigned as well. I attended a meeting July 15 to discuss the project and timeline. This project will kick off in September. This would not be possible without the City's support by allowing us to utilize their agreement with CivicPlus. The WCVB was able to secure a redesigned website at a significantly lower cost.

The WCVB was charged the rate for a department header. This means the WCVB must follow the City's template throughout VisitWarrensburg.com. CivicPlus has provided information on the cost allowing the WCVB having more input on the design/layout of the VisitWarrensburg.com pages. This information will be presented to the board at the September WCVB Board Meeting.

### **Visitor Guide**

The WCVB's visitor guide had to be put to the side as other priorities came forward and with the loss of our part-time communication coordinator. I am hopeful to pick up the pieces and continue with this project, so an updated guide is in distribution for early 2021.

### **WCVB 2020 Community Grant Program**

Big Brothers Big Sisters Holiday Event-Home Tour & More: As of the report date, the event is has been altered. They are planning an event that day but have cancelled the evening part.

Blaine Whitworth Go Big or Go Home 5K has become a virtual race.

Burg Fest-cancelled

United Way Youth Basketball Event-cancelled

### **Face Mask Donation**

At the August meeting, the WCVB Board approved an allocation of no more than \$600 for face mask donations to local nonprofits offering events open to the public through December 2020. The program is provided first-come, first-serve. The nonprofits must follow the same criteria the WCVB has for the community grant program. Each nonprofit will receive three boxes of 50 masks. Limit one donation per nonprofit. The request form can be found on VisitWarrensburg.com.

As of the report date, two nonprofits have received face masks.

Johnson County United Way-Youth Chalk Walk  
Warrensburg Animal Rescue-Garage Sale