JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, AUGUST 4, 2025
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.

This meeting can be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia

Persons wishing to address the City Council regarding an item on the agenda should complete a Request to Address Council and give it to the City Clerk prior to the start of the meeting. When your name is called, approach the podium, and state your name clearly for the record. If your request pertains to a Public Hearing item, you do not need to submit a request. You will have five (5) minutes to speak.

PLEASE NOTE: No outside electronic devices are allowed to be used on City equipment without prior City approval. If you have handouts, you must provide 12 copies of the material to the City Clerk.

1. **Call To Order**
   Invocation
   Pledge of Allegiance of the United States of America
2. **Roll Call**
3. **Presentations**
   1. Joplin Area College Proclamations
   2. Allo Quarterly Update

      Documents:

      SMARTER JOPLIN 2.0 - CITY COUNCIL MEETING_080425.PDF
   3. Joplin Sports Authority Quarterly Update

      Documents:

      CITY COUNCIL PRESENTATIONS AUGUST-25.PDF
   4. Updates To The Capital Improvement Sales Tax Program And To The Stormwater Sales Tax Program

      Documents:

      2025 CIST AND STORMWATER PROGRAM SCHEDULE UPDATES PRESENTATION.PDF
4. **Finalization Of Consent Agenda**
5. **Reports And Communications**
   1. News From The Public Information Office
6. **Citizen Requests And Petitions**

1. Kaylann Loraine Requested To Speak On Prospect Village Environmental Site Assessment Reports Being Made Available To The Public Before The Prospect Village Project Moves Forward, To Ensure Transparency.

2. Gary Wofford Requested To Speak On Crosswalks, Guardrails, And No Parking Signs At Landreth Park

7. Public Hearings

1. Public Hearing Procedures

   Documents:

   PUBLIC HEARING PROCEDURES.PDF

2. COUNCIL BILL NO. 2025-274
   AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and include in District R-3 (Multi-Family Residential) property as described below and generally known as 912 S Sergeant Ave, Joplin, Jasper County, Missouri. (Planning an Zoning Commission recommend to amend the request to R-2 and Approval)

   Documents:

   274SUMMARY.PDF
   274REPORT.PDF
   274MINUTES.PDF
   274APP.PDF
   274MAP.PDF
   CB2025-274.PDF

3. COUNCIL BILL NO. 2025-275
   AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and include in District R-2 (Two-Family Residential) property as described below and generally known as 1001 S McKinley Ave, Joplin, Jasper County, Missouri. (The Planning and Zoning Commission recommend approval)

   Documents:

   275SUMMARY.PDF
   275REPORT.PDF
   275MINUTES.PDF
   275APP.PDF
   275MAP.PDF
   CB2025-275.PDF

8. Consent Agenda

1. Minutes Of The July 21, 2025, City Council Meeting

   Documents:

JULY 21, 2025 MINUTES.PDF

2. COUNCIL BILL NO. 2025-129
AN ORDINANCE authorizing the approval of the 2025 Public Transportation Agency Safety Plan (PTASP) Safety Targets for the City of Joplin, MO, Metro Area Public Transit System (MAPS) and Sunshine Lamp Trolley; and, setting a date when this Ordinance shall become effective.

Documents:

CB2025-129.PDF

9. Resolutions

1. RESOLUTION NO. 2025-009
A Resolution creating a nine (9) member Charter Review Commission for the City of Joplin; and, defining the purposes, membership and duties thereof.

Documents:

RESOLUTUION 2025-009 CHARTER REVIEW COMMN AMENDED 7.9.2025.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2025-135
AN ORDINANCE approving Work Authorization AMA-OC-025-006 with Allgeier Martin and Associates, Inc. (AMA) in the not to exceed amount of One Hundred Seventy-Five Thousand and 00/100 dollars ($175,000.00) for professional engineering services for the I-44 Culvert and Silver Creek Detention Study project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB2025-135 I-44 CULVERT AND SILVER CREEK DETENTION STUDY SUMMARY (AMA).PDF
CB2025-135 I-44 CULVERT AND SILVER CREEK DETENTION STUDY ORDINANCE (AMA).PDF
CB2025-135 I-44 CULVERT DETENTION STUDY WORK AUTHORIZATION (AMA).PDF
CB2025-135 I-44 CULVERT DETENTION STUDY EXHIBIT-2.PDF

2. COUNCIL BILL NO. 2025-529
AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Josephine Waterford, for the sale of one parcel located East of 813 Central Street, totaling approximately 660 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2025-529 SUMMARY LAND SALE E OF 813 CENTRAL ST .PDF
CB 2025-529 LAND SALE ORDINANCE E OF 813 CENTRAL ST.PDF
CB 2025-529 BID TABULATION E OF 813 CENTRAL ST.PDF
CB 2025-529 MAP OF E OF 813 CENTRAL ST.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2025-133
AN ORDINANCE authorizing the City of Joplin to enter into a consulting agreement and work authorization with Horner & Shifrin, Inc. in the amount of Fifty-Three Thousand Three Hundred and 00/100 dollars ($53,300.00) for review of the Prospect Village Development's Stormwater and Floodplain design and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB 2025-133 PROSPECT VILLAGE STORMWATER FLOODPLAIN REVIEW SUMMARY (1).PDF
CB 2025-133 PROSPECT VILLAGE STORMWATER FLOODPLAIN REVIEW ORDINANCE (1).PDF
CB2025-133 PROSPECT VILLAGE DEVELOPMENT STORMWATER - FLOODPLAIN REVIEW AGREEMENT.PDF
CB2025-133 PROSPECT VILLAGE STORMWATER - FLOODPLAIN REVIEW WORK AUTHORIZATION.PDF
CB2025-133 PROSPECT VILLAGE STORMWATER - FLOODPLAIN REVIEW RFQ SCORING SUMMARY.PDF

2. COUNCIL BILL NO. 2025-134
AN ORDINANCE authorizing the acceptance of a Missouri Highways and Transportation Commission Public Transit Operating Assistance Grant Agreement for state funds to be used for operating assistance for the Metro Area Public Transit System (MAPS); and, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

Documents:

CB2025-134 MODOT OPERATING ASSISTANCE GRANT SUMMARY.PDF
CB2025-134 MODOT OPERATING ASSISTANCE GRANT AGREEMENT JULY 2025.PDF
CB2025-134 MODOT OPERATIONG ASSISTANCE GRANT COUNCIL BILL.PDF

3. COUNCIL BILL NO. 2025-451
AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2025 and running through September 30, 2026, for the amount of up to Seven Hundred Forty-Nine Thousand, Two Hundred Ninety Four Dollars and no Cents ($749,294.00), to enable the Health Department to provide nutritional assistance and education to residents of Jasper County, authorizing the

City Manager to execute the same by and on behalf of the City of Joplin, Missouri.

Documents:

CB2025-451-SUMMARY SHEET.PDF
CB2025-451-COUNCIL BILL.PDF
CB2025- 451- SUPPLEMENTAL ITEM CONTRACT.PDF

12. Ordinances - Second Reading And Third Reading

1. COUNCIL BILL NO. 2025-131
AN ORDINANCE approving a construction agreement with Goins Enterprises in the amount of One Hundred Fifty-Two Thousand Five Hundred Seventeen and 00/100 dollars ($152,517.00) for the Justice Center Sidewalks 2025 project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

Documents:

CB2025-131.PDF

13. Unfinished Business

14. New Business

1. Set Date For Public Hearing On FY 2026 Proposed Budget For August 18, 2025
2. Set Date For Public Hearing On Property Tax Levy For August 25, 2025
3. Vote To Go Into Closed Session, Which Shall Pertain To Leasing, Purchasing Or Sale Of Real Estate By A Public Governmental Body Where Public Knowledge Of The Transaction Might Adversely Affect The Legal Consideration Therefore And Confidential Or Privileged Communications Between A Public Governmental Body And Its Auditor, Including All Auditor Work Product; However, All Final Audit Reports Issued By The Auditor Are To Be Considered Open Records Pursuant To This Chapter; As Set Forth In Section 610.021 (2)(18) RSMo, As Amended, 2020. This Meeting, Record, And Vote To Be Closed To The Extent Provided By Law. The City Council Shall Adjourn At The End Of The Session.

Joplin, built on generations of people with grit and determination, is a regional hub at the crossroads of America. Our diverse people and employers thrive because of our healthy lifestyles, exceptional neighborhoods, lifelong learning opportunities and cultural & recreational amenities.

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 12:00 PM on this 31st day of July 2025 (RSMo 610.020)

Broadband Connectivity Update

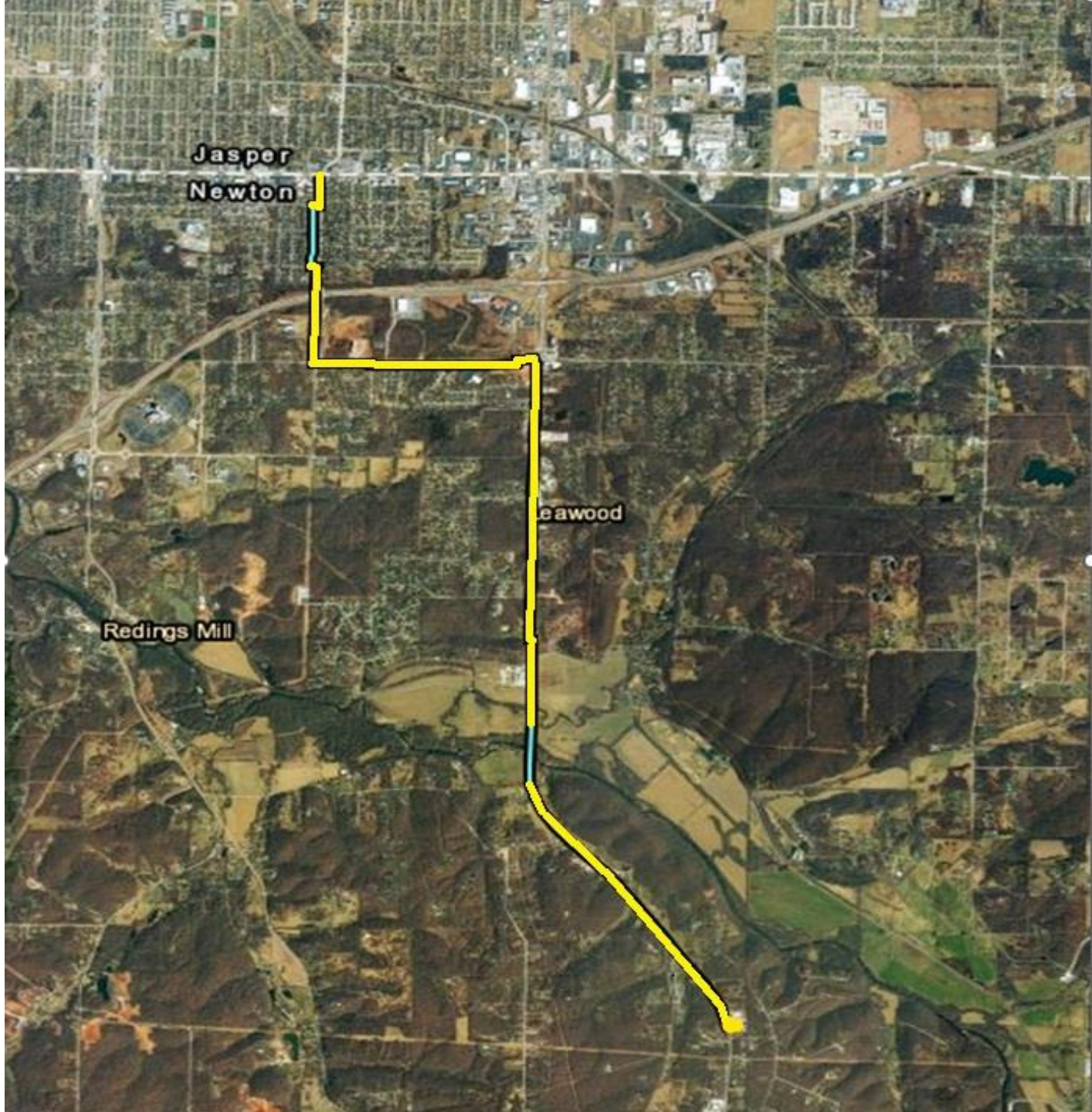
JOPLIN
MISSOURI

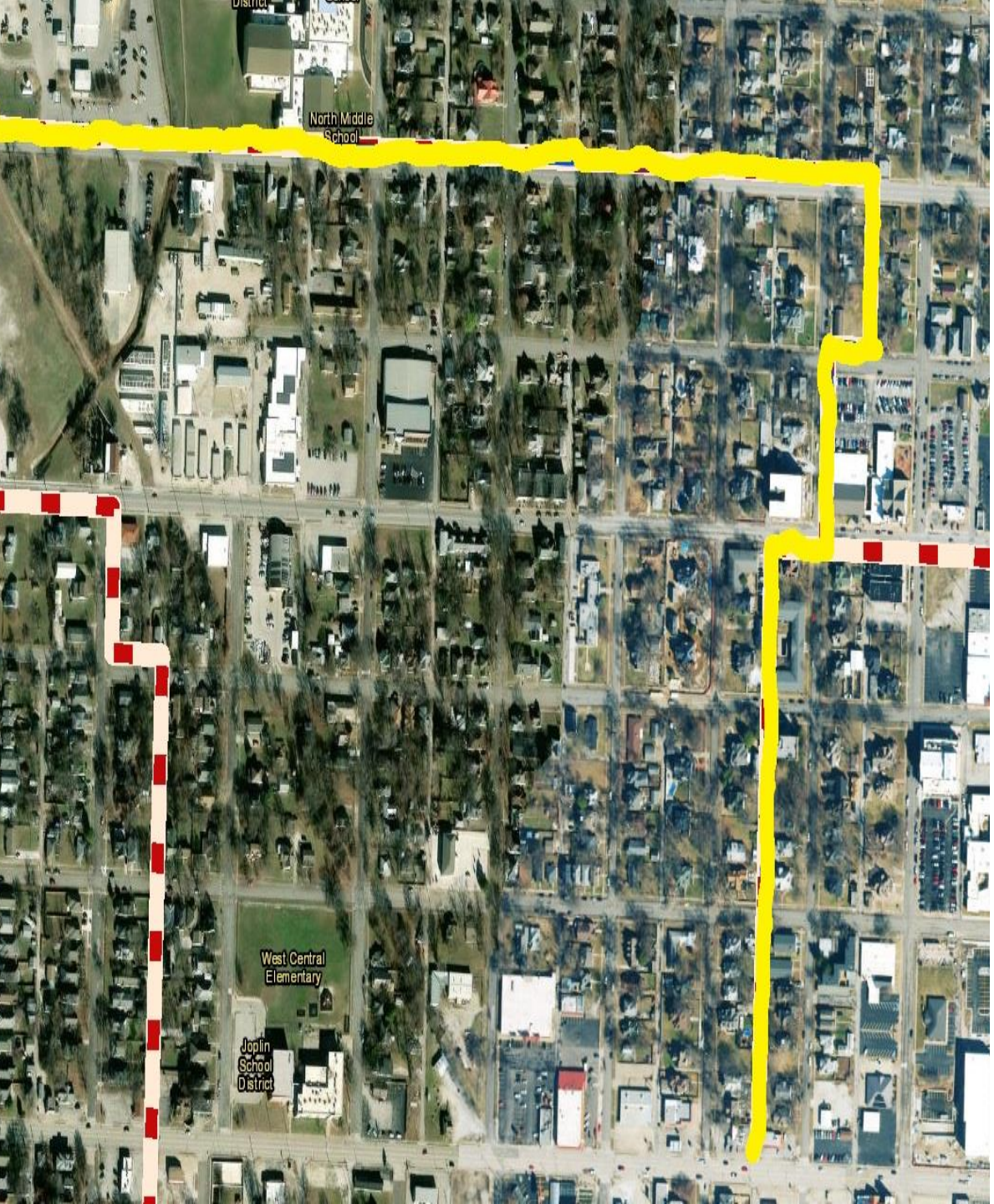
ALLO Fiber Underground Construction

August 2025

South Transport

- 95% conduit in the ground.
- I44 crossing has been completed.
- Next big milestone is to get across Shoal Creek.
- Once conduit is complete fiber will be installed.





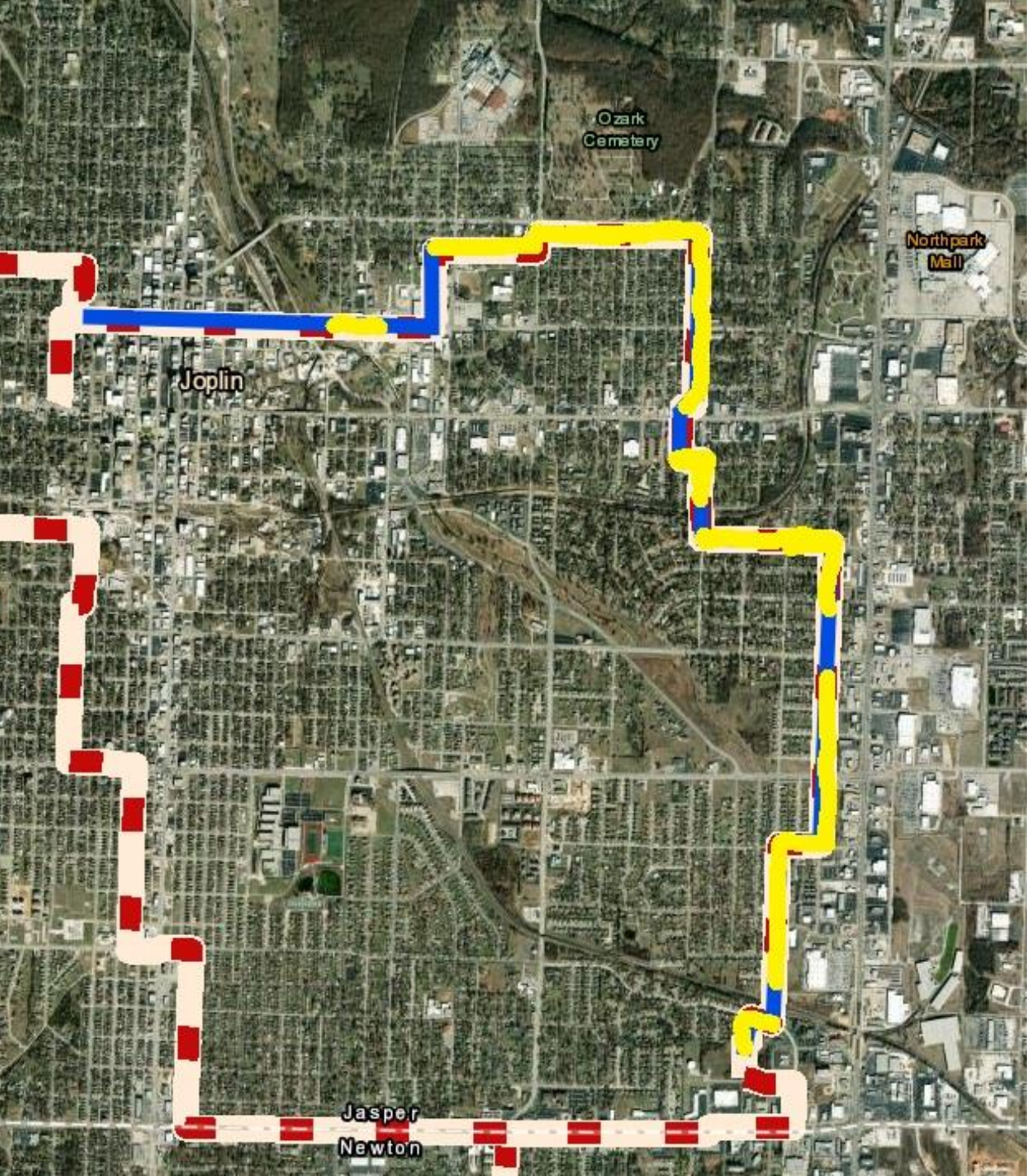
North Transport

- Conduit 100% complete.
- Fiber from MMP to CO1 is installed.
- Next milestone is to install MSTs to get homes and business online.

Southwest Feeder Ring

- 63% complete with conduit.
- Next big Milestone is getting 32nd St done.
- Once conduit is complete, we will start pulling in fiber.

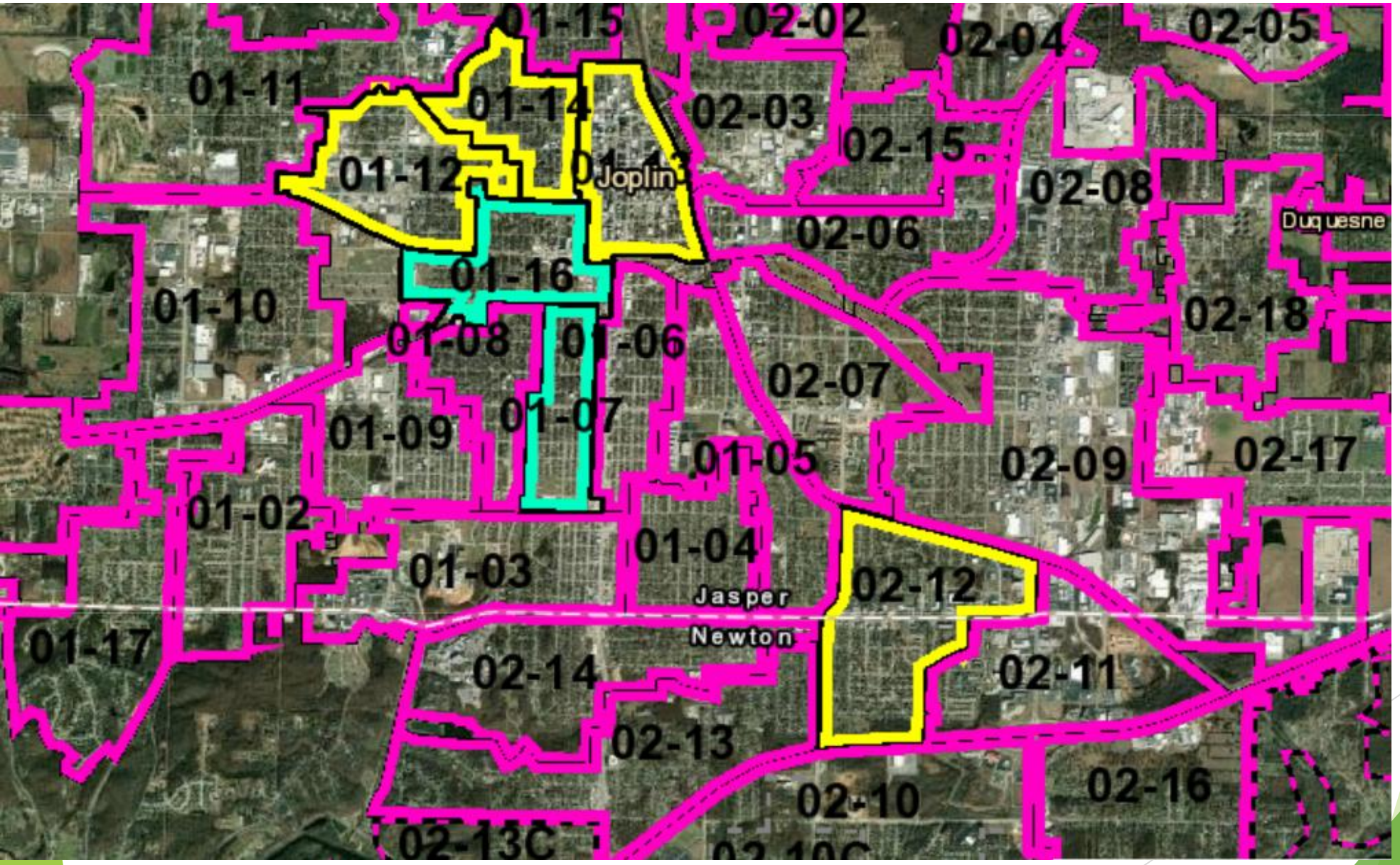




Northeast Feeder Ring

- 70% complete with conduit.
- Next milestone is 4th street and 32nd street.
- Fiber will be pulled in once conduit is complete.

PONs


01-15
02-02
02-04
02-05
01-11
01-14
02-03
02-15
01-12
Joplin
02-08
Duquesne
02-06
01-16
01-10
02-18
01-08
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01-09
01-07
01-05
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01-04
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Jasper
Newton
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02-16
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PON Update

- PON 2-12
  - 42% complete with conduit
  - Pole anchors have started to be set for aerial crews, and some strand has been pulled.
- PON 1-14
  - 45% complete with conduit
  - Aerial crews have started setting anchors and pulling strand for fiber.
- PON 1-12
  - Started boring this month.



Smarter Joplin Roadmap 2.0

City Council Presentation

August 4, 2025

Agenda:

- Joplin's Journey – Smarter Joplin Roadmap 1.0
- Why Now? - Fiber Deployment Progress
- Next Steps – Smarter Joplin Roadmap 2.0

Disaster Recovery to Advancing Connectivity & Technology Advancement

During the post-tornado assessment period, the lack of adequate City-wide connectivity was noted; this deficiency was identified as a limiting factor for full economic revitalization. During the implementation of the Capital Plan, CDBG-DR funds were designated to develop a strategic plan to identify the economic possibilities of a 'fully connected' City of Joplin.

Timeline

- **2013-2015** Disaster recovery Assessments and Long-term Capital Recovery Planning
- **2018-2019** Smarter Joplin Roadmap 1.0
- **2021** Broadband Gap Analysis Report.
- **2022** RFI published to assess interest for Private Sector connectivity partnership
- **2023** RFP published and proposals received. ALLO Fiber selected.
- **2024** Commence city-wide fiber optic network deployment
- **2025** Smarter Joplin Roadmap 2.0

Market Forces

The 2019 Smarter Joplin Roadmap 1.0 identified **five critical market forces**:

Increasing Urbanization
And population demographics shift to larger cities

Scarcity of Resources (Workforce / Talent)
And materials across the region

Rapidly Evolving Technology
That disrupts industries, businesses, and the general public's daily lives

Addressing Unique Technology
Needs of different demographic populations, ranging from Gen Z to the Baby Boomers

Economic Influence of Concentration of Population
Exacerbating inequality

2019 Smarter Joplin Roadmap Vision & Goals

In 2019, the Joplin City Council approved an ambitious vision to transform the City outlook from tornado recovery into a forward-looking technology focused community that attracts businesses and enhances quality of life. The 2019 Roadmap identified eleven priority projects that, with improved fiber infrastructure, could be a foundational of that vision.

11 Key Projects Identified

1. More Efficient City Operations
2. Smart Education Programs
3. Coordinated Joplin Brand
4. Expand Internet Access
5. Innovation District
6. Sewer/Flood Management Sensors
7. Smart Streetlights
8. Asset Location & Performance Tracking
9. Traffic Management System
10. Predictive Analytics for Operations
11. Centralized City Data platform

Joplin’s Competitive Advantage

Joplin's soon-to-be completed fiber network will give the community a competitive advantage over comparable cities and will unlock smart technology possibilities that were impossible before. Joplin will soon be equipped to attract tech firms and entrepreneurs, implement advanced public services, and position the City as the Four States' regional innovation hub.

Community Resilience

The community of Joplin came together and successfully recovered from the tornado

Fiber Network

Provides the infrastructure essential for attracting tech companies & enabling smart city services

Four States Location

Positioned as the economic center of the Four States Region offering market access



Education & Healthcare

Home to colleges, medical/ dental schools, and healthcare facilities, supplying skilled workforce

Emerging Tech Cluster

Developing technology sector that can be accelerated with fiber infrastructure & smart city initiatives

Clean Slate Advantage

Post-tornado rebuilding created modern infrastructure compared to cities with legacy constraints

Your Vision for a Smarter Joplin

Joplin can become the Four States' premier technology-enabled community where government operates with digital efficiency and businesses thrive in an innovation ecosystem, while residents enjoy enhanced services and an improved quality of life. The City's fiber investment can support major socio-economic developments and position it as a model for Smart City transformation.

Development of Smart City Roadmap 2.0 Plan



Assess	Engage	Identify	Plan	Finalize
Reassess strategic objectives and community goals/needs with potential project sponsors	Identify key stakeholders and special interest groups	Map potential projects enabled by fiber	Identify projects for detailed Project Execution Plans, to determine project feasibility and impact	Finalize Smarter Joplin Roadmap 2.0 Plan recommendations

Questions?

JOPLIN
MISSOURI

JOPLIN SPORTS AUTHORITY

JOPLIN CITY COUNCIL

AUGUST 4, 2025

JOPLIN SPORTS AUTHORITY- WHAT ARE WE AND WHAT DO WE DO?

We are a 501 (C) (3); not for profit sports commission funded predominately by the city lodging tax.

Mission Statement:

The purpose of this corporation is to attract, promote, provide and support local, state, regional, national and international sporting events to the Joplin area, which will provide economic impact and enhance the quality of life for the residents of the Joplin area.

JOPLIN
SPORTS AUTHORITY

AGENDA:

1. Board membership Update
2. Changes to the Show Me Missouri Sports Group and Amateur Sports Tax Credit Program
3. Challenges in Sports Marketing and Events
4. New Bids submitted in July
5. Upcoming Event Schedule for FY 2025

JOPLIN
SPORTS AUTHORITY

THE JSA BOARD OF DIRECTORS- UPDATED!

- Currently has 11 Board members in four categories (excluding Ex-Officio):
  - Appointed- MSSU AD, Joplin Schools AD, Director of Joplin CVB, Director of Joplin Parks and Recreation
  - Citizen Directors- four resident of the city selected by Joplin City Council
  - At-Large Directors- 3 area residents selected by the Joplin City Council
  - Ex-officio Board members- Mayor of Joplin or the designee & the Executive Director JSA (both Non-voting)*
- Current BOD:
- Officers: Chair-Jhan Hurn; Vice Chair- Patty Vavra; Treasurer- Dave Compton, Secretary- Darieus Adams, Executive Director- Jared Bruggeman*
- Directors: Matt Hiatt, Rob Mallory, Patrick Tuttle, Paul Bloomberg, **JT Weber**, Hunter Perry, Mike Clark, Chuck Copple*

JOPLIN SPORTS AUTHORITY

UPDATES ON SHOW ME MISSOURI SPORTS GROUP (SMMS) AND MISSOURI AMATEUR SPORTS TAX CREDIT PROGRAM (ASTCP)



OLD VERSION

NEW VERSION



- The ASTCP was set to sunset this Fall!!!!!
- The SMMS group had presented multiple times over the last two years to the house and the Senate to get the Law renewed. This year was the blessed year where it happened!
- It was tied to the Stadium Bill and was completed in the Extraordinary Session called by the Governor this summer.
- Overall decreased in Tax Credit Liability but increased for cities outside KC and STL from $300k to $500k and the overall reimbursement package from $3M to $6M annually. Also increased ticket reimbursement from $5 per sale to $6 per sale.

JOPLIN SPORTS AUTHORITY

CHALLENGES JSA FACES WITH THE COMPETITIVE SPORTS MARKETING REGIONALLY AND NATIONALLY

- Facility Access and limitations based on size of competitions and availability due to legitimate restrictions during certain hours.
- Funding is limited and "Tapped Out" is a real issue and our biggest limiting factor.
- Short Term Rentals (STR) is impacting the lodging tax values in a negative way while benefitting the STR's with the sports marketing and events we bring to community.





JOPLIN SPORTS AUTHORITY

BIDS SENT OUT IN JULY FOR THREE CHAMPIONSHIPS (4 EVENTS)

- We bid on three American Midwest Conference Events
  - Men's Golf Championship for 2026 & 2027 (to be held at Twin Hills)
  - Women's Golf Championship for 2026 (to be held at Twin Hills)
  - Baseball Championship for 2026 (to be held at Joe Becker)-we last hosted this event in 2019



JOPLIN SPORTS AUTHORITY

SOME OF THE GREAT EVENTS SCHEDULED SO FAR FOR THIS FY2025!

- There are over 30 events scheduled as of right now; we anticipate that number growing marginally
- Low end of the estimate on participants in these events is over 11,500 (not including coaches, officials, support staff, parents and fans)
- Some of the larger and significant events include:
  - ~~KCAC Baseball Championship (May)*~~
  - ~~MIAA Baseball Championship (May)*~~
  - ~~NJCAA Region 16 Baseball Championship (May)~~
  - ~~MCSAA Spring Festival (May)~~
  - ~~MSHSAA Boys Class 3 Golf State Championship (May)~~
  - ~~Summer Baseball Tournaments including HOAT and one Premier Baseball Tournament~~
  - ~~Ragnorak Swim Meet (July)~~
  - The AJGA Roper Honda Joplin Junior Championship (August)
  - The Southern Stampede (September)
  - MCSAA Fall Festival (October)
  - NCAA Division 2 Cross Country Central Regional (November)*New cycle for NCAA Bids
  - NCCAA D2 Volleyball (November)-Last of 3 year bid
  - NCCAA D1 & D2 M&W XC National Championship (November)*first of 4 year deal

JOPLIN SPORTS AUTHORITY

THANK YOU TO OUR SPONSORS!



KSN HD
12 HD KODE
MOE Budweiser
MOE's SOUTHWEST GRILL
PARKWOOD TOURNAMENTS
FREEMAN Health System Orthopaedics & Sports Medicine
Liberty
LAFERLA WILSON ORTHO SPECIALIZING IN ORTHODONTICS Creating smiles with style
OZARK CHRISTIAN COLLEGE
Joplin Schools
Saia Smile Center dental spa
MISSOURI SOUTHERN STATE UNIVERSITY
CHICAGO-STYLE PIZZERIA GUSANO'S
CLUB 609
MACCO BUILDERS
JOPLIN PARKS & RECREATION
CROSSLAND CONSTRUCTION COMPANY, INC.
THE JOPLIN GLOBE
SMC OUR KNOWLEDGE IS YOUR POWER
Hackett Hot Wings
ARVEST BANK Member FDIC
JOPLIN Area Chamber of Commerce

ANY QUESTIONS?

THANK YOU FOR YOUR TIME!



- Contact Information:
- Jared Bruggeman
- Executive Director
- Joplin Sports Authority
- O: 417-625-1006
- Email: jared@joplinsports.org
- www.joplinsports.org

JOPLIN SPORTS AUTHORITY

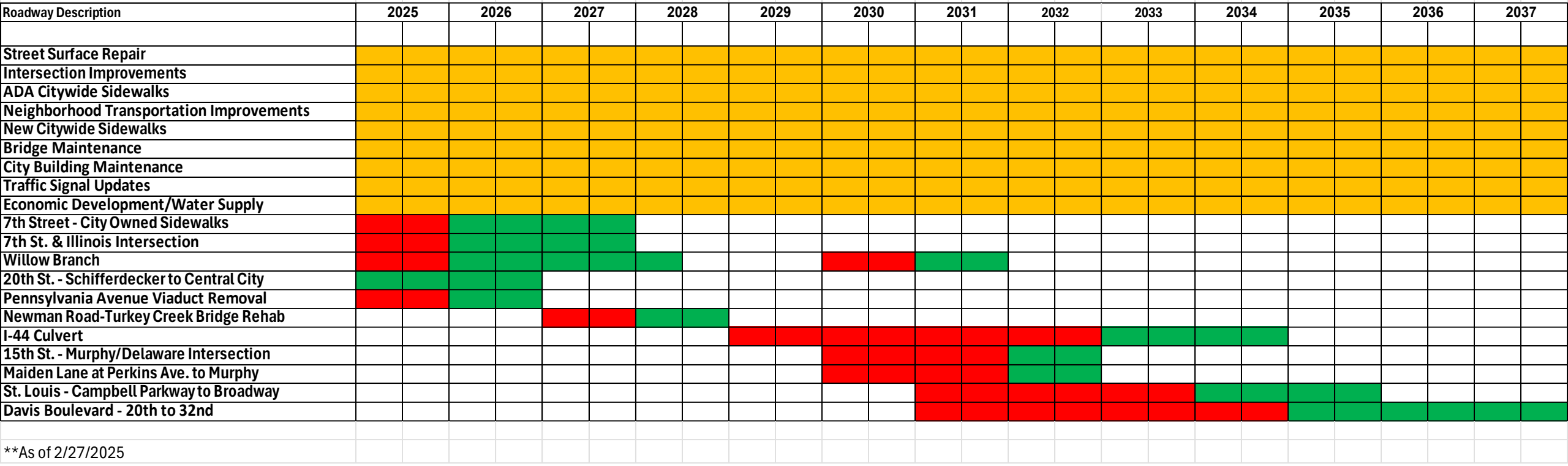
PUBLIC WORKS 2025 CIST & Stormwater Program Schedule Update



***Disclaimer: Schedule is conceptual at this time, and subject to change due to grant awards, and other scheduling necessities that may arise.

CITY WIDE ON-GOING PROJECTS
PLANNING/SURVEY & DESIGN/ROW & UTILITIES
CONSTRUCTION

12 YEAR Capital Improvement PROGRAM (2025-2036)



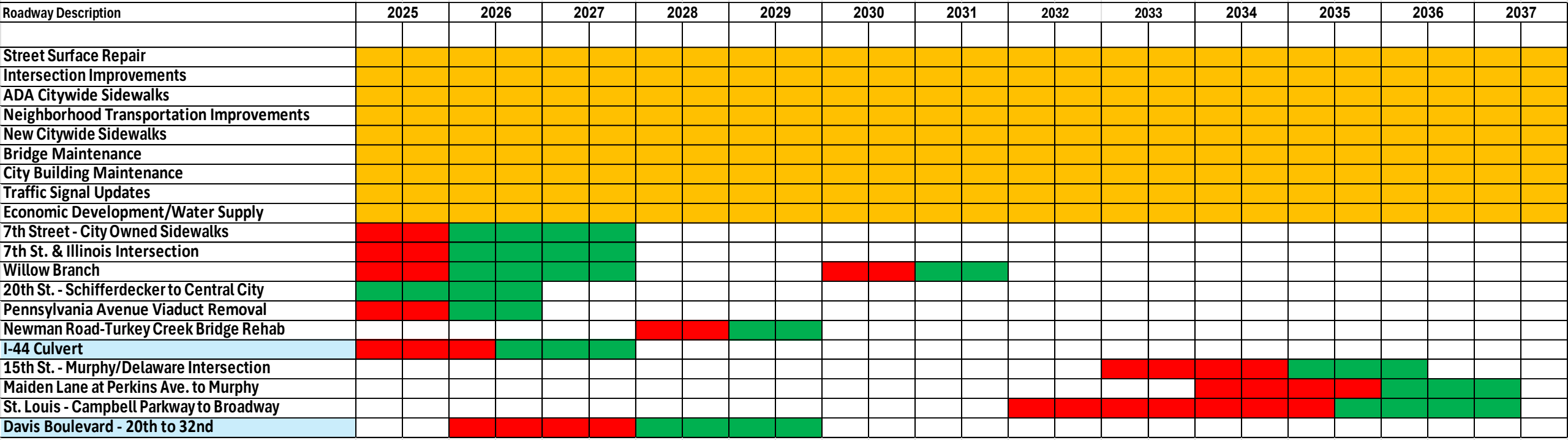
**As of 2/27/2025

2025-2036
Capital Improvement Sales Tax Program
**from Spring 2025 Update

***Disclaimer: Schedule is conceptual at this time, and subject to change due to grant awards, and other scheduling necessities that may arise.

12 YEAR Capital Improvement PROGRAM (2025-2036)

CITY WIDE ON-GOING PROJECTS
PLANNING/SURVEY & DESIGN/ROW & UTILITIES
CONSTRUCTION



**As of 7/30/2025

2025-2036
Capital Improvement Sales Tax Program
**Updated Summer 2025

Stormwater Sales Tax Program from Spring 2025 update

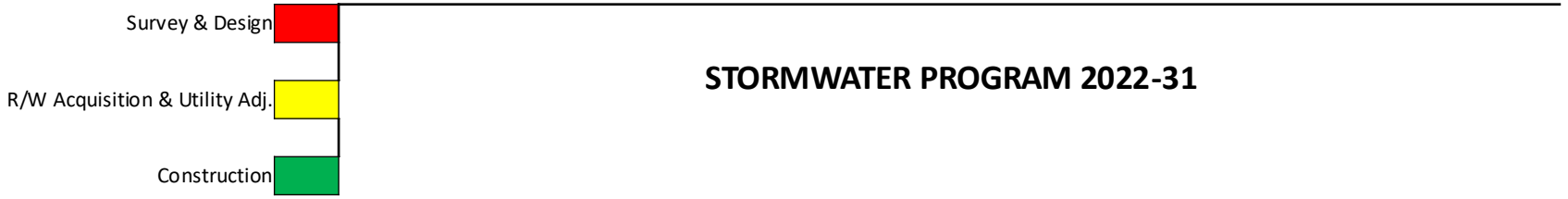
Survey & Design
R/W Acquisition & Utility Adj.
Construction

STORMWATER PROGRAM

** As of 3/3/2025. General timeline for illustrative purposes only. Individual project schedules subject to change moving forward.

PARKS & STORMWATER SALES TAX PROJECTS	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Minor System Improvements (Approx. Annual Budget)													
Ditch and Detention Pond Maintenance (Approx. Annual Exp.)													
Catch Basin and Closed System Maint. (Approx. Annual Exp.)													
10th and Main Ditch and Culvert Replacement													
Channel Improvement, Canterbury Ditch 3rd to 7th													
Ditch Improvements 2nd & Oliver/McCoy													
Culvert Improvements, Lone Elm/Murphy Blvd													
Automated Gate Arms at Murphy Low Water													
Ditch & Culvert Improvements Connecticut between 32nd & 35th													
Ditch & Culvert Improvements Connecticut between 35th & 37th													
Sunnyvale Improvements & I-44 Phase I													
17th & Mina Avenue													
1st & Joplin Avenue Phase I													
Durham Acres													
Old Willow Branch Phase I													

Stormwater Sales Tax Program with I-44 Phase 1



PARKS & STORMWATER SALES TAX PROJECTS	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Minor System Improvements (Approx. Annual Budget)										
Ditch and Detention Pond Maintenance (Approx. Annual Exp.)										
Catch Basin and Closed System Maint. (Approx. Annual Exp.)										
10th and Main Ditch and Culvert Replacement										
Channel Improvement, Canterbury Ditch 3rd to 7th										
Ditch Improvements 2nd & Oliver/McCoy										
Culvert Improvements, Lone Elm/Murphy Blvd										
Automated Gate Arms at Murphy Low Water										
Ditch & Culvert Improvements Connecticut between 32nd & 35th										
Ditch & Culvert Improvements Connecticut between 35th & 37th										
I-44 Phase 1										
Sunnyvale Improvements										
17th & Mina Avenue										
1st & Joplin Avenue Phase I										
Durham Acres										
Old Willow Branch Phase I										

Questions?

PUBLIC HEARING PROCEDURES

Persons wishing to testify before the City Council are requested to follow these rules:

1. Proponents of the issue will be asked to present their information, then the opponents will be asked to testify and then rebuttal testimony may be allowed by the Council.

2. Approach the podium and state your name and address clearly for the record.

3. Please give your testimony as briefly and completely as possible. By the rules of the City Council you have five (5) minutes within which to give your testimony. Please follow the clock on the dais in front of you. You must complete your testimony within the 5 minute time limit.

4. Please do not repeat testimony that has been given previously. We want you to state your facts, but limit your information to only new information.

5. Everyone is invited to speak, however, if you have a spokesperson please allow them to speak without interrupting for applause or other demonstrations.

6. When the Public Hearing is closed by the Mayor, no additional testimony is allowed except when invited by the Mayor or other members of the Council.

7. Remember that this is a Public Hearing and all sides have a right to give testimony. Please respect their right to do so.

8. The City Council of the City of Joplin through this introduction, accepts into evidence the 2012 Comprehensive Plan, the Zoning Code of the City of Joplin, the Subdivision Regulations of the City of Joplin, the Telecommunications Ordinance, and the Stormwater Management Regulations of the City of Joplin being Appendices 29-A, 29-B, 29-D, 29-E and 29-F of the Joplin Municipal Code. Report of the Planning and Zoning Commission, recommendations of the City's staff, and other written documentation presented as that information applies to each public hearing.

Thank you for your consideration and understanding.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
2025-274 – Rezoning

MEETING DATE:
August 4, 2025

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services – Troy Bolander
Director of Finance – Leslie Haase
City Attorney – Peter Edwards
Assistant City Manager – Tony Robyn
City Manager – Nicholas Edwards

FUNDING SOURCE:

Not applicable for this item.

SUMMARY REQUEST:

Case 021-25: 912 S Sergeant – Rezoning – A request to rezone from District M-2 (Heavy Industrial) to District R-3 (Multi-Family Residential) – Compass West, LLC

BACKGROUND:

The owner wishes to build either a two-unit home duplex or a single-family home on the lot. There used to be a home in this location, but it was legally non-conforming. In order for the property owner to rebuild, they need to secure the proper zoning. Due to the smaller lot size, this being an established neighborhood, and the surrounding zoning districts, staff recommend that R-3 is the highest and best use for the subject property.

The Planning and Zoning Commission recommended that the zoning be changed to R-2. City staff does not recommend this, as the Joplin Development Code requires the minimum lot size for an R-2 zoning district to be 7,800 square feet, which this lot does not meet. Rezoning to R-2 will create a substandard lot and will not allow the applicant to construct his proposed use (two-unit home duplex). R-3 is a higher density zoning that permits single-family homes and homes with multiple units built to the same scale and form as the surrounding neighborhood. The difference between a two-unit home duplex and a suburban duplex is that a two-unit home still looks like a single home from the outside, while a suburban duplex looks like two separate homes that share a common wall. This is one of the changes the City adopted when we went to a form-based code (which puts a heavier emphasis on compatible building design based on contexts), in contrast to our previous code, which followed the Euclidian system.

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Sam Hickey represented the case, and stated he wished to build a duplex on the property but needed to correct the zoning. Dr. Rosenberg asked why the request was for an R-3 District instead of an R-2, and Mr. Bellairs stated that R-3 is the compatible district with the surrounding neighborhood but that the commission can make the recommendation to change it. Ms. Phillips asked if they would be using the alley for garage access and Mr. Hickey confirmed that they were. Mr. Bellairs stated that this project will be subject to the Appendix C, Walkable Neighborhood Design Guidelines.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2025-274
Planning & Zoning Commission recommends amending to R-2 and approving Case 021-25 (7 in Favor, 0 Opposed, 0 Absent)

ATTACHMENTS
Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Z&P Meeting: July 14, 2025
City Council Meeting: August 4, 2025

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 021-25 A request to rezone from District M-2 (Heavy Industrial) to District R-3 (Multi-Family Residential)

LOCATION 912 S Sergeant Ave

APPLICANT Compass West, LLC

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-2	Vacant	Approximately 0.14 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2	M-2	M-2	R-3
Land Use	Single-Family Home	Outdoor Storage	Single-Family Home	Single-Family Home

FUTURE LAND USE

The property is identified as Industrial in the Future Land Use Map.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S Sergeant Ave	Local	60′

UTILITIES

City Utilities are in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The Future Land Use Plan identifies this property as Future Industrial. However, this is due to the property's proximity to the old railroad. Industrial parks used to be located along the railroad but no longer follow this pattern of development.

THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED

There used to be a home at this location. The entire block consists of single-family homes. The highest and best use of this property is R-3 (Multi-Family Residential).

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The zoning will not negatively impact surrounding properties. As mentioned, the entire block consists of single-family homes. The rezoning will make the subject property more compatible with the surrounding area. Once other homes on the block or demolished, they will have to rezone before they are reconstructed as well.

DISCUSSION

The owner wishes to build a single-family home on the lot. There used to be a home on this location, but it was legally non-conforming. In order for the property owner to rebuild, they need to secure the proper zoning. Due to the smaller lot size, this being an established neighborhood, and the surrounding zoning districts, staff recommend that R-3 is the highest and best use for the subject property.

Staff recommends approval of Case 021-25.

ENCLOSURES

- Map of property
- Application

CASE 021-25: REZONING

Mr. Kimble asked the applicant to step forward and state their name and address for the record.

Sam Hickey of 19730 HWY 43, Seneca, Missouri, on behalf of Compass West LLC, stated that the request to rezone this property is so he can build a duplex on the property. Mr. Hickey explained that he cannot do this, due to the property being incorrectly zoned.

Mr. Kimble asked the commission if there were any questions for the applicant.

Dr. Rosenberg asked Mr. Bellairs why staff were recommending R-3 instead of R-2, since the lot is only 50 feet.

Mr. Bellairs stated that R-3 is the compatible district for the other properties that are in the surrounding area and consistent with the zoning in the area. Mr. Bellairs stated that if the commission would like, they could recommend in favor of an alternative zoning.

Dr. Rosenberg asked the applicant if they planned on constructing a single-family home or duplex on the property.

Mr. Hickey stated that he had plans to construct a small duplex on the property or a single-family home.

Ms. Phillips asked the applicant if they planned on constructing garages and using the alley for access.

Mr. Hickey stated that he plans to have a rear facing garage with alley access.

Mr. Bellairs stated that this project will be subject to the Appendix C, Walkable Neighborhoods Design Guidelines.

Mr. Kimble asked if there was anyone in the audience that would like to speak in favor of this case.

Mr. Kimble asked if there was anyone in the audience that would like to speak in opposition to this case.

DR. ROSENBERG MADE A MOTION TO APPROVE CASE 021-25 ON THE BASIS THAT THE REQUEST TO REZONE BE CHANGED TO R-2 (TWO FAMILY RESIDENTIAL). THIS MOTION WAS SECONDED BY MS. WARREN. MOTION CARRIED. (7 IN FAVOR, 0 IN OPPOSITION)

Rezoning Application

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

Office Use Only
Case No.: 021-25
Filing Fee: $600.00
Received: 6/5/25
Date Advertised:
Proj. No.: 025-41
Public Hearing Date: 7/14/25

Applicant: Compass West LLC Phone No.: 417-661-0880
Address: 19730 Hwy 43 Seneca Email: shickey@fbhl.com
Owner: Sam Hickey (compass west) Phone No.:
Address: 19730 Hwy 43 Seneca Email:
Location of Property: 912 S. Sergeant
Present Use of Property: Vacant Lot zoned M-2
Proposed Use of Property: R-3 residential Duplex build
Current Zoning: M-2 Requested Zoning: R-3

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	M-2	residential Home
South	M-2	"
East	M-2	"
West	R-3	"

Character of the Neighborhood: residential neighborhood

Relationship to Existing Zoning Pattern:

Yes	No	
☐	☑	Would proposed change create a small, isolated district unrelated to surrounding districts?
☐	☐	Are there substantial reasons why the property cannot be used in accord with existing zoning?

If yes, explain: manufacturing in residential neighborhood seems out of place

Conformance with Comprehensive Plan:

Yes	No	
☐	☐	Consistent with Development Policies?
☐	☐	Consistent with Future Land Use Map?

Traffic Conditions:

Yes	No	
☐	☑	Will turning movements caused by the proposed use create an undue traffic hazard?

Street(s) with Access to Property: Sargeant in front
Alley in back

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☐

Right-of-Way Width: _____

Subdivision Platting:

Yes	No	
☐	☑	Is platting required?
☑	☐	Are lots appropriately sized?
☑	☐	Is street right-of-way appropriately sized?

☐ ☐ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: lot had a residential Duplex previously + has been tore down

Unique Characteristic of Property and/or Additional Comment:

vacant lot needs a home on it

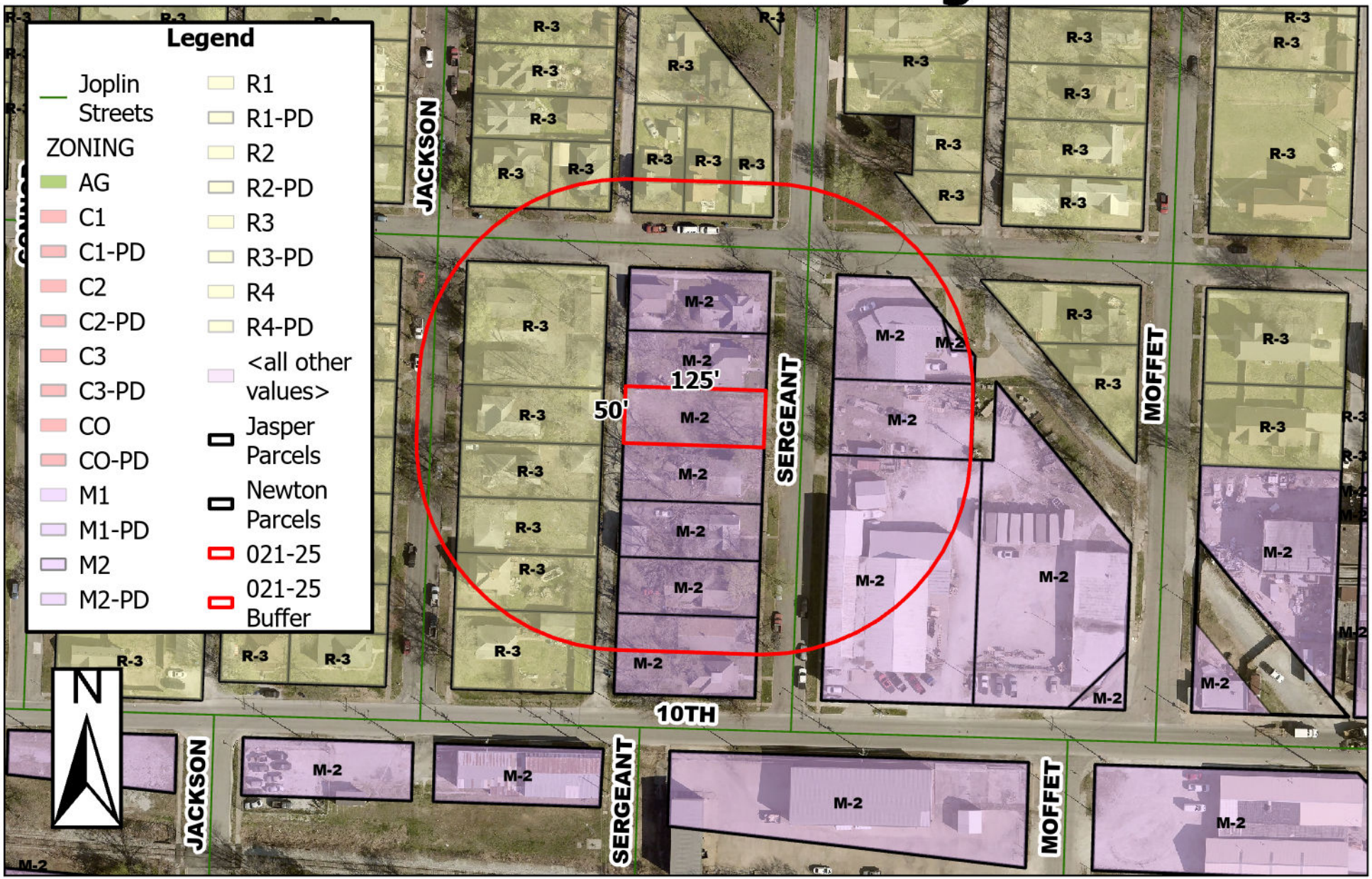
Submission of Documents: The following documents are **required** at time of submission.

Yes	No	
☑	☐	Completed and signed application.
☑	☐	One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
☐	☐	One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
NA ☐	☐	Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned.

Applications that are incomplete or missing required documents will not be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

Signature: _____ **Date:** _____

Case 021-25: Rezoning



912 S Sergeant Ave – Rezoning – A request to rezone from District M-2 (Heavy Industrial) to District R-3 (Multi-Family Residential) – Compass West, LLC

P & Z Case 021-25
Compass West, LLC
(P & Z Recommended to Amend to R-2 and Approve)

COUNCIL BILL NO. 2025-274 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and include in District R-3 (Multi-Family Residential) property as described below and generally known as 912 S Sergeant Ave, Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2022-274 is hereby amended by removing from District M-2 (Heavy Industrial) the following described property and including in District R-3 (Multi-Family Residential).

All of Lot Numbered Fifty-nine (59) in Byers and Murphy's Third Addition, to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof. Subject to easements, restrictions and reservations of record, if any.

Section 2. That the City Clerk is hereby ordered to file this ordinance with the Zoning District Map maintained in her office and to note the changes herein provided thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
2025-275 – Rezoning

MEETING DATE:
August 4, 2025

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services – Troy Bolander
Director of Finance – Leslie Haase
City Attorney – Peter Edwards
Assistant City Manager – Tony Robyn
City Manager – Nicholas Edwards

FUNDING SOURCE:

Not applicable for this item.

SUMMARY REQUEST:

Case 022-25: 1001 S McKinley Ave – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential) – Compass West, LLC

BACKGROUND:

The owner wishes to build a duplex on the lot, but the current zoning does not permit this. The requested zoning district will allow them to develop the lot. They have been informed that this neighborhood will fall under the development practices of Appendix C, to maintain the walkable and established character of the neighborhood. This means development standards will require the duplex to be constructed in a compatible manner with existing homes, and meet the criteria in Appendix C. There are existing duplexes on the East side of the alley of this block. This location is identified as low-density residential by the future land use map. R-2 is a compatible zoning district for this land use designation under the Comprehensive Plan and Zoning Districts Section (Table 4-02) of the Joplin Development Code.

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Sam Hickey represented the case, stating that he seeks to build a duplex.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2025-275
Planning & Zoning Commission recommends approving Case 022-25 (7 in Favor, 0 Opposed, 0 Absent)

ATTACHMENTS
Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Z&P Meeting: July 14, 2025
City Council Meeting: August 4, 2025

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 022-25 A request to rezone from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential)

LOCATION 1001 S McKinley Ave

APPLICANT Compass West, LLC

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approximately 0.25 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-2	R-1	R-1
Land Use	Single-Family Home	Duplexes	Single-Family Home	Single-Family Home

FUTURE LAND USE

The property is identified as Low-Density Residential in the Future Land Use Map.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
W 10th St	Local	50′
S McKinley Ave	Local	60′

UTILITIES

City Utilities are in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The Future Land Use Plan identifies this property as Future Low-Density Residential. Under the 2022 Joplin Development Code, R-2 is listed as a compatible zoning district with this Future Land Use category.

THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED

R-2 and R-1 are both compatible with the low density residential, yet this is a significantly large property for a single-family home, based on the housing types and the contexts of this neighborhood. This lot is roughly 10,000 square feet. Based on this and the context of the neighborhood (existing development patterns), the highest and best use for this property is R-2 (Two-Family Residential).

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The zoning will not negatively impact surrounding properties. As mentioned, the property east of the alley currently has two duplexes. This property, however, is held to the City's current density standards, which will not allow more than one Multi-Family House Duplex, per 6000 square feet.

DISCUSSION

The owner wishes to build a duplex on the lot, but the current zoning does not permit this. The requested zoning district will allow them to develop the lot. They have been informed that this neighborhood will fall under the development practices of Appendix C, to maintain the walkable and established character of the neighborhood. This means development standards will require the duplex to be constructed in a compatible manner with existing homes, and meet the criteria in Appendix C.

Staff recommends approval of Case 022-25.

ENCLOSURES

- Map of property
- Application

CASE 022-25: REZONING

Mr. Kimble asked the applicant to step forward and state their name and address for the record.

Sam Hickey of 19730 HWY 43, Seneca, Missouri, on behalf of Compass West LLC, stated that the request to rezone this property is so he can build a duplex on the property. Mr. Hickey explained that he cannot do this, due to the property being incorrectly zoned.

Mr. Kimble asked the commission if there were any questions for the applicant.

Mr. Kimble asked if there was anyone in the audience that would like to speak in favor of this case.

Mr. Kimble asked if there was anyone in the audience that would like to speak in opposition to this case.

MRS. KLUE-MICHAEL MADE A MOTION TO APPROVE CASE 022-25. THIS MOTION WAS SECONDED BY DR. ROSENBERG. MOTION CARRIED. (7 IN FAVOR, 0 IN OPPOSITION)

Rezoning Application

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

Office Use Only
Case No.: 022-25
Filing Fee: $600.00
Received: 6/5/25
Date Advertised:
Proj. No.: 025-42
Public Hearing Date: 7/14/25

Applicant: Compass West LLC Phone No.: 417-661-0880
Address: 19730 Hwy 43 Seneca Email: shickey@fbhl.com
Owner: Sam Hickey (Compass West) Phone No.: 417-661-0880
Address: 19730 Hwy 43 Email: shickey@fbhl.com
Location of Property: 1001 S McKinley
Present Use of Property: residential vacant lot
Proposed Use of Property: residential Duplex build
Current Zoning: R-1 Requested Zoning: R-2

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	R-1 resid.	R-1
South	R-1 resid.	R-1
East	R-1 resid.	R-1
West	R-2 resid.	R-2

Character of the Neighborhood: residential neighborhood

Relationship to Existing Zoning Pattern:

Yes	No	
☐	☑	Would proposed change create a small, isolated district unrelated to surrounding districts?
☐	☑	Are there substantial reasons why the property cannot be used in accord with existing zoning?

If yes, explain: _____

_____

_____

Conformance with Comprehensive Plan:

Yes	No	
☐	☐	Consistent with Development Policies?
☐	☐	Consistent with Future Land Use Map?

Traffic Conditions:

Yes	No	
☐	☑	Will turning movements caused by the proposed use create an undue traffic hazard?

Street(s) with Access to Property: W 10th / S. McKinley / Alley
its a corner lot

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☐

Right-of-Way Width: _____

Subdivision Platting:

Yes	No	
☐	☑	Is platting required?
☐	☐	Are lots appropriately sized?
☐	☐	Is street right-of-way appropriately sized?

☑ ☐ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

I would like to build a duplex on the vacant lot

_____

Submission of Documents: The following documents are **required** at time of submission.

Yes	No	
☑	☐	Completed and signed application.
☑	☐	One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
☑	☐	One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
☐ NA	☐	Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned.

Applications that are incomplete or missing required documents will not be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

Signature: _____ **Date:** _____

Case 022-25: Rezoning



1001 S McKinley Ave – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential) – Compass West, LLC

P & Z Case 022-25
Compass West, LLC

COUNCIL BILL NO. 2025-275 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and include in District R-2 (Two-Family Residential) property as described below and generally known as 1001 S McKinley Ave, Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2022-274 is hereby amended by removing from District R-1 (Single-Family Residential) the following described property and including in District R-2 (Two-Family Residential).

TRACT 1: ALL OF LOT NUMBERED ONE HUNDRED FOURTEEN (114) IN W.G. SERGEANT AND COMPANY'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 2. That the City Clerk is hereby ordered to file this ordinance with the Zoning District Map maintained in her office and to note the changes herein provided thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
JULY 21, 2025
MEETING MINUTES

CALL TO ORDER
The July 21, 2025, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Cortez.

INVOCATION was read by City Clerk, Holly Nagy

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by the Joplin Kiwanis.

ROLL CALL
Answering Roll Call were Council Members: Joshua Bard, Charles Copple, Keenan Cortez, Josh DeTar, Mark Farnham, Ryan Jackson, Doug Lawson and Gary Shaw. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

Absent: Doris Carlin

Motion by Mr. Lawson, second by Mr. Bard to excuse the absence of Ms. Carlin. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 8. Absent: Carlin, 1.

PRESENTATIONS
Semi-Annual Oversight Committee Report Presentation
Leslie Haase, Finance Director and Nathan Mordica Committee Chairman presented.

Homeless Commission Progress Report and Introduction of New Homlessness Director.

Tony Robyn, Assistant City Manager presented and introduced Eric Arganbright.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS
News from the Public Information Office
Lynn Onstot, Public Information Officer, presented.

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

CONSENT AGENDA
Motion by Mr. DeTar, second by Mr. Bard to approve the consent agenda. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 8. Absent: Carlin, 1.

Minutes of the July 7, 2025 Meeting

COUNCIL BILL NO. 2025-004 - AN ORDINANCE approving a ground lease agreement with Jasper County Emergency Services Board (Jasper County 911-JASCO); allowing JASCO-911 to construct a communications tower on the premises; establishing terms for the use of a communications tower by both Parties; and determining a date for the ordinance to become effective. **Ordinance No. 2025-088.**

COUNCIL BILL NO. 2025-122 - AN ORDINANCE approving a construction agreement with Microsurfacing Contractors LLC in the amount of One Million Two Hundred Thirteen Thousand One Hundred Fifty-Four and 04/100 dollars ($1,213,154.04) for the Microsurfacing 2025 project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective. **Ordinance No. 2025-089.**

COUNCIL BILL NO. 2025-126 - AN ORDINANCE approving an agreement with Grizzly Contracting & Supply Co. LLC, to provide sanitary sewer service to a property located adjacent to Briaroaks Lane in Newton County, Missouri, authorizing the City Manager to execute or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this ordinance shall become effective. **Ordinance No. 2025-090.**

COUNCIL BILL NO. 2025-272 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and include in District C-1 (Neighborhood Commercial) property as described below and generally known as 2602 S Wall Ave, Joplin, Jasper County, Missouri. **Ordinance No. 2025-091.**

COUNCIL BILL NO. 2025-273 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and include in District C-1 (Neighborhood Commercial) property as described below and generally known as 4106 E Zora Street, Joplin, Jasper County, Missouri. **Ordinance No. 2025-092.**

COUNCIL BILL NO. 2025-614 - AN ORDINANCE approving the issuance of a Purchase Order to SHI/Microsoft Corporation to cover the annual support payment for the Public Safety and Financial software, as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025, was budgeted and approved for by Council during the budget process and finalized by Council Bill 2024-514 on October 21, 2024. **Ordinance No. 2025-093.**

RESOLUTIONS

ORIDNANCES – EMERGENCY

COUNCIL BILL NO. 2025-528

Mr. Lawson introduced Council Bill No. 2025-528- AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Legacy Built Properties LLC., for the sale of one parcel located at 911 Pennsylvania Avenue, totaling approximately 6,160 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Motion by Mr. Lawson, second by Dr. Farnham, that Council Bill 2025-528 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 7. Abstained: Bard, 1. Absent: Carlin, 1. **Ordinance No. 2025-087.**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2025-129

Mr. DeTar introduced Council Bill No. 2025-129 - AN ORDINANCE authorizing the approval of the 2025 Public Transportation Agency Safety Plan (PTASP) Safety Targets for the City of Joplin, MO, Metro Area Public Transit System (MAPS) and Sunshine Lamp Trolley; and, setting a date when this Ordinance shall become effective. Motion by Mr. DeTar, second by Mr. Jackson, that Council Bill 2025-129 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 8. Absent: Carlin, 1. The Bill was read as Council Bill No. 2025-129.

COUNCIL BILL NO. 2025-131

Mr. DeTar introduced Council Bill No. 2025-131- AN ORDINANCE approving a construction agreement with Goins Enterprises in the amount of One Hundred Fifty-Two Thousand Five Hundred Seventeen and 00/100 dollars ($152,517.00) for the Justice Center Sidewalks 2025 project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective. Motion by Mr. DeTar, second by Mr. Lawson, that Council Bill 2025-131 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson and Shaw, 6. Nays: Bard, Jackson, 2. Absent: Carlin, 1. The Bill was read as Council Bill No. 2025-131.

SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Matt Spencer addressed the Council regarding his property at 3003 S. Schifferdecker.

Mr. Copple would like staff to look at developing a program for permitting nature scaping and pocket gardens.

Mr. Jackson requested an update on the state audit.

The meeting was adjourned at 7:00 p.m.

Respectfully,

Holly Nagy
City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-129 Authorizing the approval of the 2025 Public Transportation Agency Safety Plan (PTASP) Safety Targets.

MEETING DATE
July 21, 2025

ORIGINATING DEPARTMENT
Public Works - Transit

REVIEWED BY
Director of Public Works, Daniel Johnson; Director of Finance, Leslie Haase; City Attorney, Peter Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

ATTACHMENTS
Council Bill No. 2025-129; Public Transportation Safety Action Plan; 2025 PTASP Safety Targets (Exhibit A).

SUMMARY
Approval of an Ordinance authorizing the acceptance of the 2025 Public Transportation Agency Safety Plan annual safety targets. Approval of the annual PTASP safety targets are required by the Federal Transit Administration (FTA) regulations set in 49 CFR Part 673 of the federal guidelines.

BACKGROUND
PTASP regulation implements a risk-based Safety Management System approach and requires recipients or sub recipients of financial assistance under FTA's Urbanized Area Formula Program, (49 U.S.C. Section 5307)(1) to establish and certify that they have an Agency Safety Plan in place that meets statutory requirements. FTA's National Safety Plan establishes safety performance measures that can be applied to all modes of public transit under FTA's safety jurisdiction. The National Safety Plan identifies 14 safety performance measures for all agencies subject to the PTASP regulation. PTASP regulations require the establishment of annual safety targets for the following categories: Major Events, Collisions, Fatalities, Injuries, Assaults, System Failures, and System Reliability.

RECOMMENDATION
Staff recommends approval of this Council Bill on first reading.

MAPS TRANSIT & SUNSHINE LAMP TROLLEY

JOPLIN
MISSOURI

PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

Prepared: May 28, 2025
Approved:
Certified:

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1. Introduction

The following Public Transportation Agency Safety Plan (PTASP) details the safety processes and procedures for the City of Joplin Mo., Metro Area Public Transit System (MAPS) & Sunshine Lamp Trolley. This plan utilizes existing agency safety practices and best practices to be implemented to meet the new regulation set in 49 CFR Part 673 of the federal guidelines.

The PTASP includes formal documentation to guide the agency in proactive safety management policy, safety risk management, safety assurance, and safety promotion. The goal is to provide management and labor with a comprehensive and collaborative approach to managing safety. The plan includes the process and schedule for an annual review of the plan to review the safety performance measures and update processes that may be needed to improve the organization's safety practices.

Agency Background

The City of Joplin began operating a demand response transit system known as the Metro Area Public Transit System or (MAPS) in 1997. During the first year of service, MAPS provided 58,630 rides to residents within the Joplin Area Transportation Study Organization area. Demand for our service has increased dramatically over the years. We provided 67,735 rides in 2006 and in response, added the Sunshine Lamp Trolley in late 2007. The Sunshine Lamp Trolley is a system of three fixed route buses. Riders can catch the trolley at a designated trolley stop. ADA Complementary Para Transit service is available to qualifying participates for deviations within ¾ mile of the trolley route.

The Sunshine Lamp Trolley service is provided weekdays from 6:00 a.m. to 6:00 p.m. Demand response service is provided weekdays from 6:00 a.m. to 5:30 p.m. There is no service on Saturdays, Sundays, and holidays. The basic adult fare is $2.00 for Sunshine Lamp Trolley service. Children under 12 ride Sunshine Lamp Trolley for free. The basic adult fare for MAPS demand response service is $4.00. The demand response fare for teens is $2.00 and the fare for children under 12 riding with an adult is $1.00. Reduced fares of $1.00 for Sunshine Lamp Trolley and $2.00 for demand response service are offered to persons over the age of 60, persons with disabilities, Veterans and Medicare card holders during all hours. Due to the national public health emergency, service on both the Sunshine Lamp Trolley and MAPS have been reduced and/or changed.

Both the Sunshine Lamp Trolley and MAPS service is operated with a fleet of 13 cutaway buses and one rubber tire trolley for service. The current peak requirement is for ten vehicles. Service is operated from adjacent facilities located at the City of Joplin Public Works Center.

2. Transit Agency Information

Transit Agency Name	City of Joplin, dba, MAPS Transit & Sunshine Lamp Trolley			
Transit Agency Address	123 S. Main Street, Joplin, MO 64801			
Name and Title of Accountable Executive	Daniel Johnson, Director of Public Works			
Name of Chief Safety Officer or SMS Executive	Gina Thompson, Transportation Coordinator			
Mode(s) of Service Covered by This Plan	Fixed Route Demand Response	**FTA Funding Types**	Sections 5307 and 5339	
Mode(s) of Service Provided by the Transit Agency (Directly Operated or Contracted Service)	The City of Joplin directly operates fixed-route bus service and demand response service.			
Does the agency provide transit services on behalf of another transit agency or entity	Yes ☒	No ☐	**Description of Arrangements**	Description of Arrangement(s): The City of Joplin operates demand response service inside of four cities within the MPO area for an agreed rate of $3 per ride
Name and Address of Transit Agency (ies) or Entity (ies) for Which Service Is Provided	City of Webb City, PO Box 30, Webb City, MO 64870 City of Oronogo, 653 E. Central, Oronogo, MO 64855 City of Duenweg, 106 Webb St., Duenweg, MO 64841 City of Duquesne, 1501 Duquesne, Joplin, Mo 64801 City of Carterville, 1200 E. 1st St., Carterville, MO 64835			

3. Plan Development, Approval, and Updates

Name of Entity That Drafted This Plan	City of Joplin, MAPS Transit & Sunshine Lamp Trolley	
Signature by the Accountable Executive	**Signature of Accountable Executive**	**Date of Signature**
Approval by the Board of Directors or an Equivalent Authority	**Name of the Individual/Entity That Approved This Plan**	**Date of Approval**
	Joplin City Council	
	Relevant Documentation (Title and Location)	
Certification of Compliance	**Name of Individual/Entity That Certified This Plan**	**Date of Certification**
	Missouri Department of Transportation	
	Relevant Documentation (Title and Location)	

Version Number and Updates

The complete history of successive versions of this plan.

Version Number	Section/Pages Affected	Reason for Change	Date Issued
1		New Document	11/16/2020
2	Safety Performance Targets	Annual Update	6/7/2021
3	Safety Performance Targets	Annual Update	7/5/2022
4	Safety Performance Targets	Annual Update	5/9/2023
5	Safety Performance Targets	Annual Update	4/25/2024
6	Safety Performance Targets	Annual Update	5/28/2025

Annual Review and Update of the Agency Safety Plan

The process and timeline for conducting an annual review and update of the ASP.

This plan shall be reviewed and updated by the Chief Safety Officer by July 1 of each year. The Accountable Executive will review and approve any changes, signing the new ASP, then forwarding to the Joplin City Council for review and approval.

4. Safety Performance Targets

Safety Performance Targets

The targets below are based upon review of previous three (3) years of MAPS & Sunshine Lamp Trolley vehicle revenue miles (VRM) safety performance data.

Performance Measure	Mode	2022	2023	2024	3 year Average	2025 Target
1. Major Events - Total (All safety & security events as defined by the NTD.)	Fixed Route	3.0	0	0	1.0	≤ 1
	Para Transit	0	1.0	3.0	1.3	≤ 1
2. Major Event Rate	Fixed Route	2.6	0	0	0.87	≤ 0.87
	Para Transit	0	0.4	1.04	0.48	≤0.48
3. Collisions -Total	Fixed Route	3.0	0	0	1.0	≤ 1
	Para Transit	0	1.0	3.0	1.3	≤1
4. Collision Rate	Fixed Route	2.6	0	0	0.87	≤0.87
	Para Transit	0	0.4	1.04	0.48	≤0.48
5. Pedestrian Collison Rate	Fixed Route	0	0	0	0	≤ 0
	Para Transit	0	0	0	0	≤ 0
6. Vehicular Collison Rate	Fixed Route	2.6	0	0	0.87	≤0.87
	Para Transit	0	0.4	1.04	0.48	≤0.48
7. Fatalities Total	Fixed Route	0	0	0	0	≤ 0
	Para Transit	0	0	0	0	≤ 0
8. Fatality Rate	Fixed Route	0	0	0	0	≤ 0
	Para Transit	0	0	0	0	≤ 0
9. Transit Worker Fatality Rate	Fixed Route	0	0	0	0	≤ 0
	Para Transit	0	0	0	0	≤ 1
10. Injuries Total	Fixed Route	1	0	0	0.3	≤ 1
	Para Transit	0	1	0	0.3	≤ 1
11. Injury Rate	Fixed Route	0.8	0	0	0.27	≤ 0.27
	Para Transit	0	0.4	0	0.13	≤0.13
12. Transit Worker Injury Rate	Fixed Route	0	0	0	0	≤ 0
	Para Transit	0	0	0	0	≤ 0
13. Assaults on Transit Workers -Total	Fixed Route	*	*	0	0	*
	Para Transit	*	*	0	0	*
14. Rate of Assaults on Transit Workers	Fixed Route	*	*	0	0	*
	Para Transit	*	*	0	0	*
15. System Reliability VRM/#	Fixed Route	30,928	0	0	30,928	≥30,928
	Para Transit	52,311	58,64	144,289	85,082	≥85,082

*Agencies are not required to set a Performance Target until they have reported 3 fiscal years of data to the NTD; City of Joplin has reported one fiscal year, and will begin setting targets in the 2027 PTSAP.

Safety Performance Target Coordination *Coordination with the State and Metropolitan Planning Organization(s) (MPO) in the selection of State and MPO safety performance targets.*		
The Accountable Executive shares the ASP, including safety performance targets, with the Metropolitan Planning Organization (MPO), Joplin Area Transportation Study Organization (JATSO), in the service area each year after its formal adoption by the Joplin City Council. The Transportation Coordinator also provides a copy of the formally adopted plan to the Missouri Department of Transportation (MODOT). City of Joplin personnel are available to coordinate with MoDOT and the MPO in the selection of MODOT and MPO safety performance targets upon request		
Targets Transmitted to the State	**State Entity Name**	**Date Targets Transmitted**
	MoDOT	
Targets Transmitted to the MPOs	**MPO Name**	**Date Targets Transmitted**
	Joplin Area Transportation Study Organization (JATSO)	

5. Safety Management Policy

Safety Management Policy Statement

Written statement of safety management policy, including safety objectives.

Safety is a core value at the City of Joplin, and managing safety is a core business function. We will develop, implement, maintain, and continuously improve processes to ensure the safety of our customers, employees, and the public. The agency is committed to the following safety objectives:

- Communicating the purpose and benefits of the Safety Management System (SMS) to all staff, managers, supervisors, and employees.
- Providing a culture of open reporting of all safety concerns, ensuring that no action will be taken against any employee who discloses a safety concern through the agency's Employee Safety Reporting Program (ESRP), unless such disclosure indicates, beyond any reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures.
- Providing appropriate management involvement and the necessary resources to establish an effective ESRP that will encourage employees to communicate and report any unsafe work conditions, hazards, or at-risk behavior to the management team.
- Identifying hazardous and unsafe work conditions and analyzing data from the ESRP. (After thoroughly analyzing provided data, the transit operations division will develop processes and procedures to mitigate safety risk to an acceptable level.)
- Establishing safety performance targets that are realistic, measurable, and data driven. Continually improving our safety performance through management processes that ensure appropriate safety management action is taken and is effective.

The City of Joplin is committed to providing a safe work environment for all employees and consistently maintaining its equipment at a state of good repair. The City's mission is to provide safe and reliable transportation services.

City of Joplin will use best practices and safety standards to achieve these safety goals.

Safety Management Policy Communication

How the safety management policy is communicated throughout the agency.

Copies of the Agency Safety Plan are made available to City of Joplin and Operation's staff. Key safety policies are posted in City of Joplin's common areas and Operation's common areas for both operations and maintenance staff. The City of Joplin will incorporate annual review and distribution of the Safety Management Policy Statement into new-hire training. Ongoing Operations safety meetings will be used to reinforce the safety policies for each employee as well as introduce the safety principles included in this plan.

Authorities, Accountabilities, and Responsibilities

The role of the following individuals for the development and management of the agency's Safety Management System (SMS).

Accountable Executive	The City of Joplin Director of Public Works, Daniel Johnson, serves as the City of Joplin's Accountable Executive with the following authorities, accountabilities, and responsibilities under this plan: • Controlling and directing human and capital resources needed to develop and maintain the ASP and SMS. • Designating an adequately trained Chief Safety Officer who is a direct report. • Ensuring that the SMS is effectively implemented. • Ensuring that all safety policies and procedures are communicated consistently and clearly to the organization.

	• Maintaining responsibility for carrying out the Transit Asset Management Plan.
Chief Safety Officer or SMS Executive	The Transportation Coordinator, Gina Thompson, is designated by the Chief Safety Officer to carry out the following: • Developing and managing ASP and SMS policies and procedures, and keeping all policies and procedures up-to-date • Ensuring ongoing implementation and operation of the SMS • Overseeing the Employee Safety Reporting Program and ensuring that a robust line of safety-related communication is consistently maintained • Ensuring policies are consistent with safety objectives • Providing Safety Risk Management (SRM) expertise and support for other City of Joplin personnel who conduct and oversee Safety Assurance activities.
Agency Leadership and Executive Management	Aside from the Accountable Executive and Chief Safety Officer, the other executive manager with key safety-related responsibilities include: the Transit Driver Supervisor. The Accountable Executive designates the Transit Driver Supervisor with the following accountabilities and responsibilities: • Oversight of day-to-day operations and procedures related to the Safety Management System within each department • Modification of policies and procedures to be consistent with SMS principles and implementation, as necessary • Oversight of employee reporting program and ensuring a consistent line of communication between front line employees and management concerning safety
Key Staff	Key non-executive staff with significant safety responsibilities include: drivers, dispatchers, mechanics, and facility managers. While these employees have a diverse range of responsibilities, overarching shared safety-related responsibilities for this group include: • Reporting any identified safety concerns to management in a timely fashion • Assessing service vehicles and facilities for hazards and defects • Following and abiding by all policies and acting in accordance with the principles of the SMS • Participation in quarterly meetings to discuss safety issues involving hazard reports and mitigations.
Employee Safety Reporting Program	

The process and protections for employees to report safety conditions to senior management, including the employee behaviors that may result in disciplinary action (and therefore, are excluded from protection).

The Employee Safety Reporting Program (ESRP) encourages employees who identify safety concerns in their day-to-day duties to report them to management in good faith without fear of retribution. There are several ways employees can report safety conditions:

1. Employees can report conditions directly to the dispatcher, who will notify the Transit Driver Supervisor or Transportation Coordinator for investigation.
2. Employees can report conditions directly to the Transit Driver Supervisor or Transportation Coordinator for investigation.
3. Drivers can report conditions on their vehicle pre/post trip inspection slips. The Transit Driver Supervisor collects inspection slips daily.

When action is taken to address a concern identified by an employee report that results in changes in policies or procedures, employees will be notified by either:

- Verbal follow up with the employee who made the report (in the case of non-anonymous reports), or,
- Bulletins posted with details on the nature of the concern, the action taken by management to address the concern, and the date of the report

Employees that report safety concerns in good faith are protected from any retaliatory measures. However, City of Joplin may take disciplinary actions if the report contains any of the following employee activities:

- Willful participation in illegal activity, such as assault or theft;
- Gross negligence, such as knowingly utilizing heavy equipment for purposes other than intended such that people or property are put at risk; or,
- Deliberate or willful disregard of regulations or procedures, such as reporting to work under the influence of controlled substances.

6. Safety Risk Management

Safety Risk Management Process

The Safety Risk Management Process, including:

- *Safety Hazard Identification: The methods or processes to identify hazards and consequences of the hazards.*
- *Safety Risk Assessment: The methods or processes to assess the safety risks associate with identified safety hazards.*
- *Safety Risk Mitigation: The methods or processes to identify mitigations or strategies necessary as a result of safety risk assessment.*

The agency has generally adopted a hybrid approach to Safety Risk Management where the Chief Safety Officer and designees share responsibility for managing safety hazards and risk throughout the organization.

It is a process whereby hazards and their consequences are identified, assessed for potential safety risk, and resolved in a manner acceptable to the agency leadership. The process allows us to carefully examine what could cause harm and determine whether we have taken sufficient precautions to minimize the harm, or if further mitigations are necessary. The Risk Manager leads the SRM process, working with the Safety Committee to identify hazards and consequences, assess safety risk of potential consequences, and mitigate safety risk. The results of the SRM process are documented in its Corrective Action Plan and referenced materials. The SRM process applies to all elements of our system including our operations and maintenance: facilities and vehicles; and personnel recruitment, training, and supervision. In carrying out the SRM process, the agency uses the following terms:

- **Event** - Any accident, incident, or occurrence.
- **Hazard** - Any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure belonging to the agency; or damage to the environment.
- **Risk** - Composite of predicted severity and likelihood of the potential effect of a Hazard.
- **Risk Mitigation** - Method(s) to eliminate or reduce the effects of hazards.
- **Consequence** - An effect of a hazard involving injury, illness, death, or damage to agency's property or the environment.

Safety Hazard Identification

Quarterly facility inspections are one of the primary sources for identifying hazards within the agency's premises. The Chief Safety Officer will submit findings from these inspections to the Accountable Executive on an ongoing basis. Other important sources for identifying hazards include:

- Daily vehicle digital pre/post trip inspection reports
- Driver records
- Customer complaints and service requests
- Vehicle camera footage after accidents or incidents
- Employee reporting
- Maintenance reports
- Observations from supervisors

Safety Risk Assessment

Following the identification of safety hazards, assessment of risk is conducted on an ongoing basis by the Chief Safety Officer, in consultation with relevant managers throughout the organization. The following risk assessment matrices are used to guide discussions of risk assessments and set safety-related priorities.

A. Categorize Level of Severity

1. Catastrophic - may cause death
2. Critical - may cause severe illness, severe injury or major system loss
3. Marginal - may cause minor injury
4. Negligible - will not result in injury, illness or system damage

B. Categorize the Likelihood of Occurrence

1. Highly likely - frequent reoccurrence
2. Likely - expected occurrence
3. Unlikely - occurrence not expected

Safety Risk Mitigation

Once the risk of a safety hazard is identified, mitigation strategies that align with the severity and likelihood of the safety problem are determined by the Chief Safety Officer or Transit Driver Supervisor. Any hazards that pose an immediate risk to operating safety are addressed immediately. For safety risk interventions that require larger capital expenditures to address structural issues, the Chief Safety Officer will consult with the Accountable Executive to ensure that funds can be used effectively to address the safety hazard at hand.

7. Safety Assurance

Safety Performance Monitoring and Measurement

Activities to monitor the system for compliance with procedures for operations and maintenance.

City of Joplin uses the following procedures for ongoing monitoring of safety procedures to ensure compliance with organizational policies:

- Quarterly safety meetings with each operation to discuss any updates or concerns to safety policies and procedures
- Ongoing informal inspections of vehicles and facilities
- Daily logs of operations and maintenance reviewed
- Quarterly reports on safety performance, including incidents and accidents, are filed and reviewed by the Chief Safety Officer and Accountable Executive
- Assessments of safety and facility conditions conducted by the city's insurance providers

Activities to monitor operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implement as intended.

The City of Joplin monitors safety risk mitigations to determine if they have been implemented and are effective, appropriate, and working as intended. The Chief Safety Officer or designee share responsibility for ensuring that mitigation strategies are effective and appropriate on a continuous basis. The agency has many processes in place to monitor its entire transit system for compliance with operations and maintenance procedures, including:

- Safety audits,
- Informal inspections,
- Regular review of onboard camera footage to investigate specific incidents,
- Customer complaints
- Risk-Damage Incident Notification Reports
- Investigation of safety occurrences,
- Daily digital pre/post trip inspection data
- Regular vehicle inspections and preventative maintenance,
- Safety review prior to the launch or modification of any facet of service.

Implemented safety risk mitigations are frequently reviewed at scheduled safety and managerial meetings. If a mitigation is not working as intended, the Chief Safety Officer will propose improvements to the identified mitigation or propose an alternative mitigation strategy altogether. The Chief Safety Officer will approve or modify this proposed course of action and ensure its execution, in consultation with the Accountable Executive.

Monitoring methods for safety risk mitigations include:

- Reviewing results from accident, incident, and occurrence investigations, and utilizing the accident/incident database to monitor trends over time
- Monitoring employee safety reporting to determine if complaints persist after implementation of a mitigation strategy
- Reviewing results of internal safety audits and inspections
- Analyzing operational and safety data to identify emerging safety concerns.
- Job Performance Observations

Activities to conduct investigations of safety events, including the identification of casual factors.

Employees inform their supervisor immediately following any accident or incident. Supervisors will prepare a detailed Risk-Damage Incident Notification Report form or an Employee Incident Report using camera footage, police reports, and witness statements, which will be delivered to the Chief Safety Officer and City of Joplin Human Resource/Risk Management Department. The report specifies the root cause of the incident along with a determination of preventability, pursuant to the city's preventability guidelines.

The City of Joplin maintains documented procedures for conducting safety investigations of events (accidents, incidents, and occurrences, as defined by FTA) to find causal and contributing factors and review the existing mitigations in place at the time of the event (see Risk-Damage Incident Notification Report and Employee Incident Report for specific procedures for conducting safety investigations). The Transit Driver Supervisor and City of Joplin Human Resource/Risk Management Department maintains all documentation of the agency's investigation policies, processes, forms, checklists, activities, and results. Agency leadership reviews the Risk-Damage Incident Notification and Employee Incident Reports and determines whether:

- The accident was preventable or non-preventable
- Personnel require discipline or retraining
- The causal factor(s) indicate(s) that a safety hazard contributed to or was present during the event
- The accident appears to involve underlying organizational factors beyond just individual employee behavior.

Activities to monitor information reported through internal safety reporting programs.

Management is responsible for ongoing monitoring and documentation of all employee safety reports. The Chief Safety Officer and the Accountable Executive will meet on a periodic basis to review all active safety reports and ensure that all reports have been thoroughly documented, assessed, and mitigated. The City of Joplin Risk Manager and Safety Committee routinely review safety data captured in Risk-Damage Incident Notification Reports, safety meeting minutes, customer complaints, and other safety communication channels. When necessary, the Risk Manager and Safety Committee ensure that the concerns are investigated or analyzed through the City of Joplin's SRM process. The Risk Manager also participates in internal and external reviews, including audits and assessments, with findings concerning the agency's safety performance, compliance with operations and maintenance procedures, or the effectiveness of safety risk mitigations.

8. Safety Promotion

Competencies and Training

Safety training program for all agency employees and contractors directly responsible for safety.

Required safety trainings for operators include:

- MAP-21 required trainings
  - Defensive Driving
  - Accessible Lift and Passenger Securement
  - Disability Awareness
  - First Aid
  - Substance Abuse Awareness Training
- Passenger sensitivity training
- Traffic regulations
- Accident prevention
- Basic driving maneuvers
- Wheelchair Securement/Lift Training
- Railroad Crossings

Required safety trainings for maintenance staff include:

- Right to Know
- Hoisting and Lifting
- Hazard Communication
- Blood borne Pathogen
- Viral Control and Vehicle Cleaning

Required for operation of City of Joplin support vehicles/staff include:

- Traffic regulations
- Accident prevention
- Basic driving maneuvers
- Right to Know
- Hazard Communication

Safety Communication

Processes and activities to communicate safety and safety performance information throughout the organization.

Information regarding safety policies, procedures, and performance is communicated to operations staff through a variety of channels, including:

- Frequent postings on the bulletin boards
- Frequent distribution of memos to all staff and review of important safety policies and procedures
- Quarterly safety meetings at both the fixed route and demand response operations where major safety policy and procedure updates are discussed, and in which minutes are recorded and made available to participants

In addition to the safety communication methods listed above, the employee handbook covers safety-related responsibilities and requirements for employees, and stresses the agency's open-door policy and the responsibility of all employees to continuously report unsafe conditions.

9. Additional Information

Supporting Documentation

Include or reference documentation used to implement and carry out the ASP that are not included elsewhere in this plan.

The City of Joplin will maintain documentation related to the implementation of its SMS; the programs, policies, and procedures used to carry out this ASP; and the results from its SMS processes and activities for three years after creation. They will be available to the FTA or other Federal or oversight entity upon request.

City of Joplin Supporting Documentation include:

- City of Joplin Employee Handbook
- MAPS Transit & the Sunshine Lamp Trolley Driver's Manual
- Transit Division Driver Training Materials
- Risk-Damage Incident Notification Reports
- Employee Incident Reports

FTA Supporting Documentation used to develop this PTASP include:

- FTA's PTASP Website
  http://www.transit.dot.gov/PTASP
- PTASP Technical Assistance Center
  http://www.transit.dot.gov/PTASP-TAC
- PTASP Checklist for Bus Transit
  ASP-Checklist-for bus-202003-v2.pdf
- Public Transportation Agency Safety Plan (PTASP) Notice of Enforcement Discretion
  PTASP-Notice-of-Enforcement-Discretion-Final-With-Signature.pdf
- Sample Safety Risk Assessment Matrices for Bus Transit Agencies
  Sample-safety-risk-assessment-matrices-bus-transit-agencies.pdf
- Sample Hazard Classification System
  Sample-hazard-classification-system.pdf

10. Definitions of Special Terms Used in the ASP

Term	Definition
Accident	**Accident** means an Event that involves any of the following: A loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicle, at any location, at any time, whatever the cause.
Accountable Executive	**Accountable Executive** means a single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency's Transit Asset Management Plan, in accordance with 49 U.S.C. 5326.
Assault on a Transit Worker	**Assault on a Transit** Worker means, as defined under 49 U.S.C 5302, a circumstance in which an individual knowingly, without lawful authority or permission, and with intent to endanger the safety of any individual, or with a reckless disregard for the safety of human life, interferes with, disables, or incapacitates a transit worker while the transit worker is performing the duties of the transit worker.
Emergency	**Emergency** means, as defined under 49 U.S.C. 5324, a natural disaster affecting a wide area (such as a flood, hurricane, tidal wave, earthquake, severe storm, or landslide) or a catastrophic failure from any external cause, as a result of which the Governor of a State has declared an emergency and the Secretary has concurred; or the President has declared a major disaster under section 401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170).
Equivalent Authority	**Equivalent Authority** means an entity that carries out duties similar to that of a Board of Directors for a recipient or sub recipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or sub recipient's Public Transportation Agency Safety Plan.
Event	**Event** means any Accident, Incident, or Occurrence.
FTA	Means the Federal Transit Administration, an operating administration within the United States Department of Transportation.
Hazard	**Hazard** means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.
Incident	**Incident** means an event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.
Investigation	**Investigation** means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.

Term	Definition
National Public Transportation Safety Plan	**National Public Transportation Safety Plan** means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.
Investigation	**Investigation** means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.
Major Mechanical Failures	**Major Mechanical Failures** means failures caused by vehicle malfunctions or subpar vehicle condition which requires that it be pulled from service.
Operator of a Public Transportation System	**Operator of a Public Transportation System** means a provider of public transportation as defined under 49 U.S.C. 5302.
Performance Measure	Means an expression based on quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.
Performance Target	**Performance Target** means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the FTA.
Public Transportation Agency Safety Plan (or Agency Safety Plan)	**Public Transportation Agency Safety Plan (or Agency Safety Plan)** means the documented comprehensive Agency Safety Plan for a transit agency that is required by 49 U.S.C. 5329 and Part 673.
Risk	**Risk** means the composite of predicted severity and likelihood of the potential effect of a hazard.
Risk Mitigation	**Risk Mitigation** means a method or methods to eliminate or reduce the effects of hazards.
Safety Assurance	**Safety Assurance** means processes within a transit agency's Safety Management System that function to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.
Safety Event	**Safety Event** menas an unexpected outcome resulting in injury or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.
Safety Management Policy	**Safety Management Policy** means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.
Safety Management System	**Safety Management System** means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.
Safety Objective	**Safety Objective** means a general goal or desired outcome related to safety.
Safety Performance	**Safety Performance** means an organization’s safety effectiveness and efficiency, as defined by safety performance indicators and targets, measured against the organization's safety objectives.

Term	Definition
Safety Performance Measure	**Safety Performance Measure** is an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.
Safety Performance Monitoring	**Safety performance Monitoring** means activities aimed at the quantification of an organization's safety effectiveness and efficiency during service delivery operations, through a combination of safety performance indicators and safety performance targets.
Safety Performance Target	**Safety performance Target** means a performance target related to safety management activities.
Safety Promotion	**Safety Promotion** means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.
Safety Risk	**Safety Risk** means the assessed probability and severity of the potential consequence(s) of a hazard, using as reference the worst foreseeable, but credible, outcome.
Safety Risk Assessment	**Safety Risk Assessment** means the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.
Safety Risk Management	**Safety Risk Management** means a process within a transit agency's Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.
Safety Risk Mitigation	**Safety Risk Mitigation** means the activities whereby a public transportation agency controls the probability or severity of the potential consequences of hazards.
Safety Risk Probability	**Safety Risk Probability** means the likelihood that a consequence might occur, taking as reference the worst foreseeable-but credible-condition.
Safety Risk Severity	**Safety Risk Severity** means the anticipated effects of a consequence, should it materialize, taking as reference the worst foreseeable-but credible-condition.
Serious Injury	**Serious Injury** means any injury which: (1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date when the injury was received; (2) Results in a fracture of any bone (except simple fractures of fingers, toes, or noses); (3) Causes severe hemorrhages, nerve, muscle, or tendon damage; (4) Involves any internal organ; or (5) Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.
State of Good Repair	**State of Good Repair** means the condition in which a capital asset is able to operate at a full level of performance.
System Reliability	**System Reliability** means the distance between major mechanical failures by mode.
Transit Agency	**Transit Agency** means an operator of a public transportation system.

Term	Definition
Transit Asset Management Plan	**Transit Asset Management Plan** means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR Part 625.
Transit Worker	**Transit Worker** means any employee, contractor, or volunteer working on behalf of the transit agency.
Vehicle Revenue Miles (VRM)	**Vehicle Revenue Miles (VRM)** means the miles that vehicles are scheduled to or actually travel while in revenue service. Vehicle revenue miles include: • Layover / recovery time. Exclude: • Deadhead; • Operator training; • Vehicle maintenance testing; and • School bus and charter services.

11. List of Acronyms Used in the ASP

Acronym	Word or Phrase
ASP	Agency Safety Plan
CFR	Code of Federal Regulations
ESRP	Employee Safety Reporting Program
FTA	Federal Transit Administration
JATSO	Joplin Area Transit Study Organization
MAPS	Metro Area Public Transit System
MAP-21	Moving Ahead for Progress in the 21st Century Act
MODOT	Missouri Department of Transportation
MPO	Metropolitan Planning Organization
PTASP	Public Transit Agency Safety Plan
Section 5329	Public Transportation Safety Program, 49 U.S.C. 5329
SMS	Safety Management System
SRM	Safety Risk Management
U.S.C.	United States Code
VRM	Vehicle Revenue Miles

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Exhibit A

Safety Performance Targets The targets below are based upon review of previous three (3) years of MAPS & Sunshine Lamp Trolley vehicle revenue miles (VRM) safety performance data.						
Performance Measure	Mode	2022	2023	2024	3 year Average	2025 Target
1. Major Events - Total (All safety & security events as defined by the NTD.)	Fixed Route	3.0	0	0	1.0	≤ 1
	Para Transit	0	1.0	3.0	1.3	≤ 1
2. Major Event Rate	Fixed Route	2.6	0	0	0.87	≤ 0.87
	Para Transit	0	0.4	1.04	0.48	≤0.48
3. Collisions -Total	Fixed Route	3.0	0	0	1.0	≤ 1
	Para Transit	0	1.0	3.0	1.3	≤1
4. Collision Rate	Fixed Route	2.6	0	0	0.87	≤0.87
	Para Transit	0	0.4	1.04	0.48	≤0.48
5. Pedestrian Collison Rate	Fixed Route	0	0	0	0	≤ 0
	Para Transit	0	0	0	0	≤ 0
6. Vehicular Collison Rate	Fixed Route	2.6	0	0	0.87	≤0.87
	Para Transit	0	0.4	1.04	0.48	≤0.48
7. Fatalities Total	Fixed Route	0	0	0	0	≤ 0
	Para Transit	0	0	0	0	≤ 0
8. Fatality Rate	Fixed Route	0	0	0	0	≤ 0
	Para Transit	0	0	0	0	≤ 0
9. Transit Worker Fatality Rate	Fixed Route	0	0	0	0	≤ 0
	Para Transit	0	0	0	0	≤ 1
10. Injuries Total	Fixed Route	1	0	0	0.3	≤ 1
	Para Transit	0	1	0	0.3	≤ 1
11. Injury Rate	Fixed Route	0.8	0	0	0.27	≤ 0.27
	Para Transit	0	0.4	0	0.13	≤0.13
12. Transit Worker Injury Rate	Fixed Route	0	0	0	0	≤ 0
	Para Transit	0	0	0	0	≤ 0
13. Assaults on Transit Workers -Total	Fixed Route	*	*	0	0	*
	Para Transit	*	*	0	0	*
14. Rate of Assaults on Transit Workers	Fixed Route	*	*	0	0	*
	Para Transit	*	*	0	0	*
15. System Reliability VRM/#	Fixed Route	30,928	0	0	30,928	≥30,928
	Para Transit	52,311	58,64	144,289	85,082	≥85,082

Major Event: A safety or security event occurring on the transit right of way or infrastructure, at a transit revenue facility, or at a transit maintenance facility or rail yard, during a transit related maintenance activity or involving a transit revenue vehicle that results in one of more of the following conditions: Non Rail Modes: A fatality confirmed within 30 days of the events; an injury requiring immediate medical attention away from the scene for one or more person; property damage equal to or exceeding $25,000; collisions involving transit revenue vehicles that require towing away from the scene for a transit roadway vehicle or other non-transit-roadway vehicles; an evacuation for life safety reasons.

Injury: Any damage or harm to persons as a result of an event that requires immediate medical attention away from the scene.

Assault on Transit Worker: A circumstance in which an individual knowingly, without lawful authority or permission, and with intent to endanger the safety of any individual, or with a reckless disregard for the safety of human life, interferes with, disables, or incapacitates a transit worker while the transit worker is performing the duties of the transit worker

System Reliability (Major Mechanical System Failure): A failure of some mechanical element of the revenue vehicle that prevents the vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip because actual movement is limited or because of safety concerns. System reliability is the miles between major failures

COUNCIL BILL NO 2025 -129 **ORDINANCE NO**.

AN ORDINANCE authorizing the approval of the 2025 Public Transportation Agency Safety Plan (PTASP) Safety Targets for the City of Joplin, MO, Metro Area Public Transit System (MAPS) and Sunshine Lamp Trolley; and, setting a date when this Ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN as follows:

Section 1. That the City of Joplin, Missouri, shall approve the proposed 2025 Public Transportation Agency Safety Plan (PTASP) Safety Targets for the CITY of Joplin, MO, Metro Area Public Transit System (MAPS) and the Sunshine Lamp Trolley as detailed in (exhibit A).

Section 2. That the City of Joplin, Missouri understands the Public Transportation Agency Safety Plan (PTASP). Safety Targets are updated and approved on an annual basis.

Section 3. That this Council Bill shall have an effective date of August 5th, 2025.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2025, by a vote of _____.

_____

ATTEST: Keenan T, Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

RESOLUTION NO. 2025-009

A RESOLUTION creating a nine (9) member Charter Review Commission for the City of Joplin; and, defining the purposes, membership and duties thereof.

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That there is hereby created a Charter Review Commission for the City of Joplin which shall consist of nine (9) members; four (4) former Mayors and five (5) citizens at-large, who shall be appointed by the Mayor upon the advice and consent of the Council, hereinafter known as "Commission". The members shall be residents of the City of Joplin who are interested in the self-governance of the City and the continuation of the Charter form of government in the City.

Section 2. That there shall be chosen by the Mayor upon the advice and consent of the Council from among the number selected for Commission, one (1) person to act as Chairman.

Section 3. That the Charter Review Commission shall not review the entire Charter but shall limit its review to items and issues referred to it by the City Council. It shall specifically not be the charge of Commission to recommend any change in the form of government or to create a new Charter in its entirety.

Section 4. That Commission shall prepare a report to the Council setting forth all recommended amendments to the existing Charter of the Council.

Section 5. That Commission shall periodically report its progress to the Council and submit its final report by December 1, 2025.

Section 6. That the City Manager, or his designee, the City Clerk, or her designee, and the City Attorney, or his designee, shall assist the Commission in its activities and shall provide all necessary staff support.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2025.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-135 Work Authorization AMA-OC-025-006 with Allgeier Martin and Associates, Inc. (AMA) for professional engineering services for the I-44 Culvert and Silver Creek Detention Study project.

MEETING DATE
August 4, 2025

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2025-135; Work Authorization AMA-OC-025-006; Location Map

REVIEWED BY
Director of Public Works, Daniel Johnson; Director of Finance, Leslie Haase; City Attorney, Peter Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This Council Bill authorizes the City to approve a work authorization with AMA in the not to exceed amount of One Hundred Seventy-Five Thousand and 00/100 dollars ($175,000.00) for professional engineering services for the I-44 Culvert and Silver Creek Detention Study project.

BACKGROUND
In August 2021, the voters passed the Renewal of the Parks and Stormwater Sales Tax Program for an additional 10 years. One of the projects included in the program was the Sunnyvale Improvements and I-44 Phase One Study project.

In April 2024, the voters passed the Renewal of the Capital Improvement Sales Tax Program for an additional 12 years. One of the projects included in the program was the Silver Creek Improvements I-44 Culvert Project.

The Missouri Department of Transportation (MoDOT) has recently announced the Forward 44: Southwest I-44 Improvements Project which will include capacity improvements to I-44 in Joplin between Main Street and Range Line Road. MoDOT's current schedule shows this project being advertised for Design-Build teams in October 2025.

The City has had discussions with MoDOT about the possibility of incorporating the City's I-44 Culvert improvements project into their I-44 capacity improvements project in this same area. For this to happen, the City must supply MoDOT with the results of the hydraulic study for the area, which is included in AMA's scope of work in this work authorization.

AMA was selected from the City's list of on-call consultants for this type or work. The fees submitted by AMA for this work have been reviewed by City staff and found to be within industry standards.
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FUNDING SOURCE

This item is included in the FY 2025 Budget in the Parks and Stormwater Sales Tax Fund.

RECOMMENDATION

Staff recommend approval of Council Bill 2025-135, work authorization with AMA in the not to exceed amount of One Hundred Seventy-Five Thousand and 00/100 dollars ($175,000.00) for professional engineering services for the I-44 Culvert and Silver Creek Detention Study Project on an emergency basis, in that said ordinance provides for public improvements and is considered to be an emergency per section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill will allow the consultant to complete the proposed study in time to provide the results to MoDOT for incorporation into their project, and is therefore an emergency.

COUNCIL BILL NO. 2025-135 ORDINANCE NO.

AN ORDINANCE approving Work Authorization AMA-OC-025-006 with Allgeier Martin and Associates, Inc. (AMA) in the not to exceed amount of One Hundred Seventy-Five Thousand and 00/100 dollars ($175,000.00) for professional engineering services for the I-44 Culvert and Silver Creek Detention Study project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, as follows:

Section 1. That the Work Authorization AMA-OC-025-006 with Allgeier Martin and Associates, Inc. (AMA) in the not to exceed amount of One Hundred Seventy-Five Thousand and 00/100 dollars ($175,000.00) for professional engineering services for the I-44 Culvert and Silver Creek Detention Study project, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin with AMA.

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Parks and Stormwater Sales Tax fund.

Section 4. That the City hereby declares that this ordinance dealing with a public improvement, is an emergency within the meaning of section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill will allow the consultant to complete the proposed study in time to provide the results to MoDOT for incorporation into their project, and is therefore an emergency.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2025, by a vote of_____.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2025-135

I hereby certify that a sufficient amount is available in the Parks and Stormwater Sales Tax Fund to pay the amounts called for on the basis of the negotiated fee.

_____

Leslie Haase, Director of Finance

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Daniel Johnson, P.E. Public Works Director		Attention: Mr. Kurt Higgins, P.E. Sr. Vice President	
Department: Public Works		Phone: 417.680.7200	Fax: 417.680.7300
Phone: 417.624.0820 ext: 500	Fax: 417.624.4620	Project: I-44 Culvert and Silver Creek Detention Study	

WORK AUTHORIZATION NUMBER __AMA-OC-025-006__

TO MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES _Dated 01/31/2025__

City of Joplin and Engineer enter into this Work Authorization only for the work described below. This Work Order is issued pursuant to that Master Services Agreement for Professional Engineering Consulting Services ("MSA") previously executed by City and Engineer, and upon acceptance by hereof by both parties, shall form a part of the MSA. The terms of the MSA are incorporated herein by reference. The parties agree that the Engineer will perform the Services upon the terms and conditions set forth herein and in the MSA. Engineer's acceptance of the terms of this Work Authorization shall be evidenced by Engineer's execution and return of one copy of this Work Authorization to City. Unless sooner terminated as permitted in the MSA, this Work Authorization shall terminate upon completion of the Services for this Work Authorization, except to the extent of surviving obligations set forth herein and in the MSA.

1. Services. City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in *Exhibit A*.

2. Addition to Services. City of Joplin may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in *Exhibit A*, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Engineer shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Engineer.

3. Term. The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as *Exhibit A*.

4. Costs not to Exceed. City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to always keep track of the number of hours billable under this contract; and any work more than the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. Payment.

a. Conditioned upon acceptable performance. City agrees to pay the Engineer in accordance with the terms set forth in *Exhibit A*, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in *Exhibit A*.

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number ___AMA-OC-025-006_____ exceed the sum of __One Hundred Seventy Five Thousand and 00/100_ Dollars ($175,000.00).

6. Insurance. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to always maintain adequate insurance coverage during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main, Joplin, MO 64801; and

Such policies shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php).

As of January 1, 2025, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation.... Statutory coverage per RSMo 287.010 et seq.
Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

e. Subcontracts. In case any or all this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer shall require all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. Notice. Engineer and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

7. All other terms and conditions of the original Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay, therefore.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: _____

Printed Name: Kurt Higgins, P.E.

Title: Sr. Vice President

Date: July 10, 2025

By: _____
Daniel Johnson, P.E., Public Works Director

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC25-006 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Design Services Associated with the I44 Culvert and Silver Creek Detention Study

1. SERVICES

Engineer shall provide the City of Joplin, hereinafter referred to as OWNER, with the following services:

1.1 General

1.1.1 ENGINEER shall perform review services as hereinafter stated which shall include customary civil engineering services for performing a Hydrology/Hydraulic study of the Brownell Tributary and Silver Creek upstream of 44th Street in an effort to be able to add a box culvert under I44 to reduce flooding on Brownell Tributary upstream of I44. Study will include evaluating stream improvements with a parallel pedestrian trail, and detention improvements to mitigate full development of Silver Creek Galleria. Services will also include assisting the City of Joplin with obtaining necessary environmental clearances and coordinating with MODOT to incorporate the box culvert addition under I44 in MODOT's I44 design/build project scheduled for 2026.

1.1.2 The ENGINEER shall perform services on an hourly basis up to the contract amount with the OWNER, at which time an additional Work Authorization will be negotiated and issued.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Review proposed 2D-HEC RAS modeling of the floodplain by SEMA for this study area that utilizes NRCS Type II for the analysis, which overestimates peak flowrates and increases the footprint of the regulated floodplain, and modify modeling using Huff's distributions, which is more representative of observed events in Joplin.
1.1.3.2 Surveying needed for hydraulic analysis and to aid in the preparation of Performance Indicators to provide MODOT.
1.1.3.3 Model improvements to Brownell Tributary that include a new box culvert under I44 and channel improvements from I44 to the confluence of Silver Creek to determine impacts.
1.1.3.4 Model possible improvements to the existing detention basin upstream of 44th Street that may include bypassing the Brownell Tributary flow past the detention in an attempt to reduce the peak flows downstream of 44th Street, enlarging existing detention basin and/or modifying the existing detention outlet control structure.
1.1.3.5 Review existing environmental data/clearances from previous project and assist in coordinating additional environmental reviews/studies and submitting environmental clearance letters.
1.1.3.6 Coordinate between the City of Joplin and MODOT in an effort to include the proposed box culvert improvements in the MODOT request for proposals for 2026 I44 Improvements.
1.1.3.7 Additional fees may be needed to complete the above and additional services, such as preparing design plans for channel improvements, pedestrian trails, Silver Creek roadways/culverts, detention improvements, 404 permitting, 401 certification, floodplain development permit, LOMR, etc. Detailed scope for these potential improvements are unknown until the Hydraulic/Hydrology study is completed.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed (NTP) is provided by the OWNER and the duration is anticipated to extend to December 29, 2025 for initial services.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number One to Exhibit A: “RATE SCHEDULE 2025-2027”; with a total compensation ceiling of $175,000, as set forth in Work Authorization Number AMA–OC25-006 to the Agreement for Professional Engineering Consulting Services, Section 5.b.

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ATTACHMENT NUMBER ONE

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2025, 2026 and 2027

LABOR RATES

Classification	Hourly Billing Rate 01/01/2025 thru 12/31/2025	01/01/2026 thru 12/31/2026	01/01/2027 thru 12/31/2027
Principal/Engineer VI	$302	$316	$330
Principal/Engineer V	$269	$281	$293
Principal/Engineer IV	$243	$254	$266
Principal/Engineer III	$224	$234	$245
Project Manager/Engineer II	$199	$208	$217
Project Manager/Engineer I	$181	$189	$198
Technician IV	$164	$172	$180
Technician III/GIS Specialist	$164	$172	$180
Technician III	$139	$145	$152
Technician II	$125	$130	$136
Technician I	$118	$123	$128
Two-Man GPS Survey Crew	$230	$241	$251
One-Man GPS Survey Crew	$181	$189	$198
Three-Man Survey Crew	$251	$262	$274
Two-Man Survey Crew	$199	$208	$217
Registered Land Surveyor II	$212	$222	$232
Registered Land Surveyor I	$187	$195	$204
Survey Crew Member	$95	$99	$103
Right of Way Specialist	$145	$152	$158
Project Representative III	$139	$145	$152
Project Representative II	$125	$130	$136
Project Representative I	$115	$120	$126
Secretary/Assistant	$95	$99	$103
Print Specialist	$95	$99	$103

Note: All pre-approved overtime hours shall be invoiced at 1 ½ times the hourly billing rates shown above

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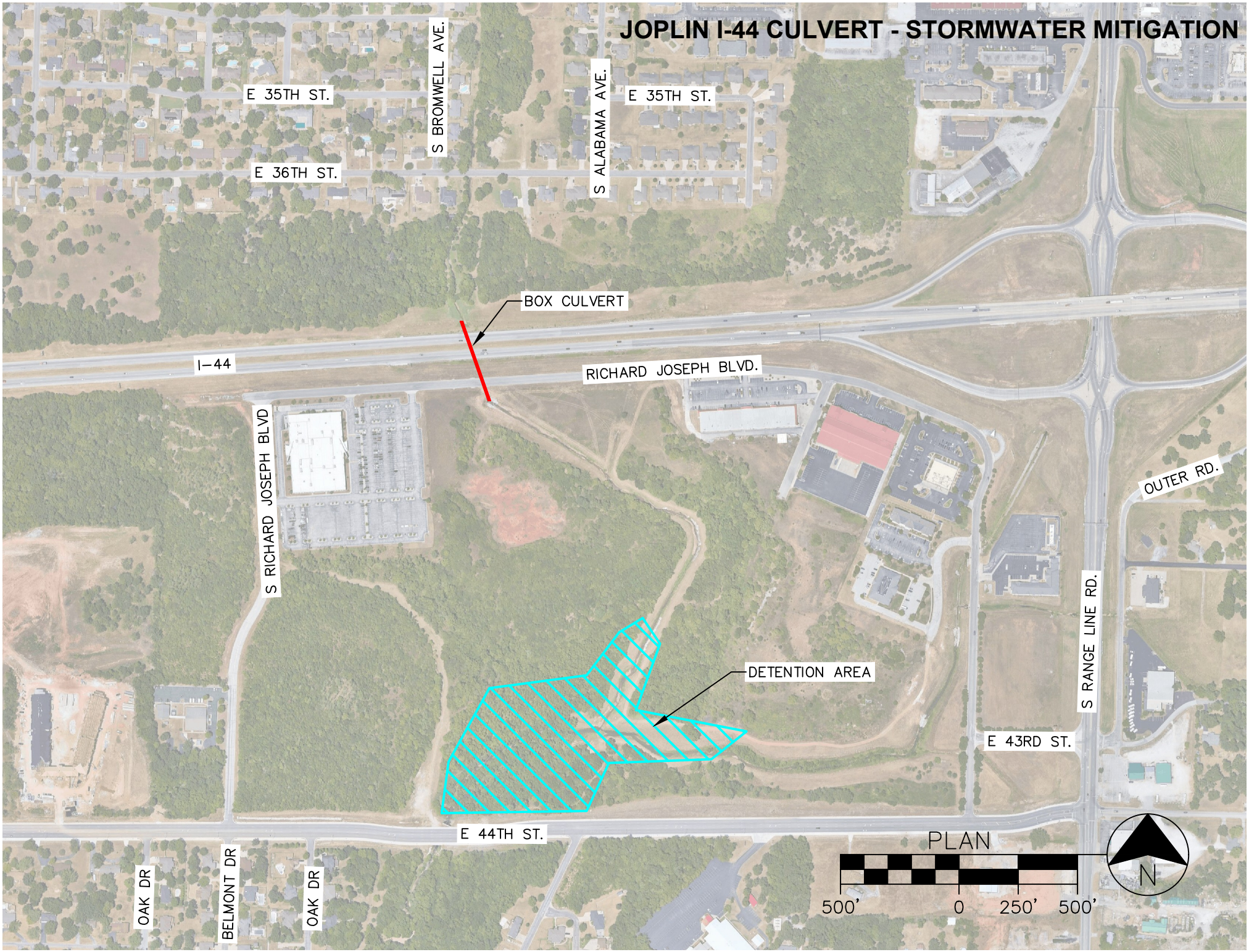
NON-LABOR RATES

Item	Rate
Travel	$0.70 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2
Drone Topographic Processing	$100 per acre


JOPLIN I-44 CULVERT - STORMWATER MITIGATION
E 35TH ST.
S BROMWELL AVE.
S ALABAMA AVE.
E 35TH ST.
E 36TH ST.
BOX CULVERT
I-44
RICHARD JOSEPH BLVD.
S RICHARD JOSEPH BLVD
OUTER RD.
DETENTION AREA
S RANGE LINE RD.
E 43RD ST.
E 44TH ST.
OAK DR
BELMONT DR
OAK DR
PLAN
N
500'
0
250'
500'

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-529 – Approval of a Real Estate Contract

MEETING DATE
August 4, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-529 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of East of 813 Central Street; Bid Tabulation

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a real estate contract for the sale of one parcel located East of 813 Central Street.

BACKGROUND
The City offered several pieces of non-buildable surplus property to the adjacent property owners with a bid opening of July 11, 2025. The properties were listed with a minimum bid price based on the appraised value as set forth in the City's land policy.

The City received one bid for East of 813 Central Street, which had a minimum bid price of $462.00. Josephine Waterford submitted the best bid with a sales price of $463.00. The property is currently zoned R-3 and contains approximately 660 square feet of land.

The City will complete the sale of this parcel on or before October 17, 2025.

FUNDING SOURCE
This item is not applicable for this council bill.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis.

COUNCIL BILL NO. 2025-529 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Josephine Waterford, for the sale of one parcel located East of 813 Central Street, totaling approximately 660 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the Real Estate Contract, in the amount of Four Hundred Sixty-Three Dollars and No Cents ($463.00), by and between the City of Joplin, Missouri, a Municipal Corporation, and Josephine Waterford for the sale of one parcel located East of 813 Central Street, totaling approximately 660 square feet of land, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

Section 2. That the property is described as "All of the W 33' of the E ½ of Lot 127 in Joplin Mining & Smelting Co Addition to Joplin City now a part of the City of Joplin, Jasper County, Missouri. Zoned R3."

Section 3. That the City Manager is hereby authorized and directed to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 4. This Ordinance relating to the sale of property is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraph (1), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day

of _____, 2025, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

BID TABULATION

PROJECT: E of 813 Central St.

DATE OF BID OPENING: July 11, 2025 @ 2:00

CONTRACTOR	TOTAL BID AMOUNT
Josephine Waterford	$463.00


19100220008018000
JOPLIN CITY
CENTRAL ST
Acres: 0.02
View: Report | Pictometry Imagery | Google Maps
E CENTRAL ST
S DIVISION AVE

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-133 Consulting Agreement and Work Authorization between the City of Joplin and Horner & Shifrin, Inc. for the review of the Prospect Village Development's Stormwater and Floodplain design.

MEETING DATE
August 4, 2025

ORIGINATING DEPT
Public Works - Engineering

ATTACHMENTS
Council Bill 2025-133; Agreement; work Authorization; Scoring Summary

REVIEWED BY
Director of Public Works, Daniel Johnson; Finance Director, Leslie Haase; City Attorney, Peter Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This Council Bill authorizes the City to enter into an agreement and work authorization with Horner & Shifrin, Inc. in the not to exceed amount of Fifty-Three Thousand Three Hundred Dollars ($53,300.00) for the review of the Prospect Village Development's Stormwater and Floodplain design.

BACKGROUND
With the Council's approval of the CID and progression of the Prospect Village Development, Public Works needs to review the design and submittals for stormwater and floodplain developments. This will include the review of federal and state permits and submittals for environmental and floodplain concerns. This project will be modifying and working in the floodway of a mapped stream and large detention facilities. This coupled with Rangeline Road and 20th Street being directly downstream and staff being near full capacity with other projects; staff sought a consultant to take on this work with the heavy modeling needed. Staff advertised a Request for Qualifications from consultants to perform this work with two firms responding. Both Statements of Qualifications were scored with Horner & Shifrin, Inc. scoring the best. Public Works received and reviewed the Scope and Fees and found it acceptable for recommending approval.

FUNDING SOURCE
This item will be funded by the Stormwater portion (Economic Development Project) of the Parks & Stormwater Sales Tax.

RECOMMENDATION
Staff recommend approval of Council Bill 2025-133 on first reading.

COUNCIL BILL NO. 2025-133 **ORDINANCE NO.**

AN ORDINANCE authorizing the City of Joplin to enter into a consulting agreement and work authorization with Horner & Shifrin, Inc. in the amount of Fifty-Three Thousand Three Hundred and 00/100 dollars ($53,300.00) for review of the Prospect Village Development's Stormwater and Floodplain design and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, as follows:

Section 1. That the City of Joplin enter into a consulting agreement and work authorization with Horner & Shifrin, Inc. in the amount of Fifty-Three Thousand Three Hundred and 00/100 dollars ($53,300.00) for review of the Prospect Village Development's Stormwater and Floodplain design, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin with Horner & Shifrin, Inc.

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Stormwater portion (Economic Development Project) of the Parks & Stormwater Sales Tax.

Section 4. That this Council Bill shall have an effective date of August 19, 2025.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2025, by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2025-133 **ORDINANCE NO.**

I hereby certify that a sufficient amount is available in the Stormwater portion (Economic Development Project) of the Parks & Stormwater Sales Tax.

_____

Leslie Haase, Director of Finance

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		**Name :** Horner & Shifrin **Address:** 3300 S Market St, Ste 405 Rogers, AR 72758-8197	
Attention: Jeremy Hagerman, PE		**Attention:** Ryan J Mills, PE, CFM	
Department: Public Works		**Phone:** 479.398.7250	**Fax:**
Phone: 417.624.0820 ext:	**Fax: 417.624.4620**	**Project:** Prospect Village Stormwater & Floodplain Review	

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

THIS AGREEMENT made and entered into this _____ day of _____, 20___, by the parties identified above.

WITNESSETH:

THAT, WHEREAS the City of Joplin desires to engage the Engineer to render certain technical and professional services in connection with a project identified on future Work Authorizations to this Agreement.

WHEREAS the Engineer made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal; and

WHEREAS the Engineer represents Engineer is licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors to perform the services designated under this contract and further represents that all survey services shall be done under the direction of a Land Surveyor licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Engineer as follows:

1. **Services.** The City agrees to engage the services of the Engineer and the Engineer agrees, upon receipt of each duly executed Work Authorization, to perform the services described in the Work Authorization. The services of the Engineer shall commence as soon as practicable after the execution of a Work Authorization, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. The Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Engineer under this Agreement. Approval by the City and other agencies of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of property known to the City or other agencies but not to the Engineer.

2. **Term.** The services of Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit A*** of any executed Work Authorization.

3. **Payment.** The City, pursuant to each fully executed Work Authorization, shall pay Engineer the consideration set forth in the Work Authorization, which shall constitute complete payment for the services furnished in connection with the work required to be performed under the Work Authorization.

4. **Exchange of Data**. All information, data, and reports, as are in the City's possession and necessary for the carrying out of the work, shall be furnished to the Engineer without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. **Personnel**. Engineer represents that Engineer will secure at Engineer's own expense; all personnel required to perform the services called for under this contract by Engineer. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Engineer. All of the services required hereunder will be performed by the Engineer or under Engineer's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

6. **Termination of Contract.**

a. Termination for breach. Failure of the Engineer to fulfill Engineer's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Engineer by one of three different means: Facsimile Transmission ("FAX") if Engineer has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Engineer; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Engineer or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Engineer shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Engineer.

b. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7. **Conflicts**. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Engineer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Engineer further covenants that in the performance of this contract no person having such interest shall be employed.

8. **Assignment**. Engineer shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Engineer from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

9. **Confidentiality of Documents**. Any reports, data, design, or similar information given to or prepared or assembled by the Engineer under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Engineer without prior written approval of the City.

10. **Discrimination.** Engineer agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Engineer or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

11. **Occupational License**. Engineer shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Engineer. No contract will be executed by the City until this occupational license has been obtained and that the Engineer is current on any City taxes is verified.

12. **Compliance with Laws**. Engineer agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Engineer affirmatively states that payment of all local, state, and federal taxes and assessments owed by Engineer is current.

13. **Affidavit for Contracts Over $5,000.00**. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Engineer is associated with a business entity, Engineer shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Engineer must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

14. **Nonresident/Foreign Contractors**. Engineer shall procure and maintain during the life of this contract:

a. If Engineer is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

15. **General Independent Contractor Clause**. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Engineer will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Engineer will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Engineer's activities and responsibilities hereunder. The Engineer agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Engineer and the City, and the City will not be liable for any obligation incurred by the Engineer, including but not limited to unpaid minimum wages and/or overtime premiums.

16. **City Benefits**. Engineer shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

17. **Liability and Indemnity**. The parties mutually agree to the following:

a. Engineer shall defend, indemnify, and hold the City harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of Engineer's (or any of Engineer's subcontractors) negligent acts, errors, or omissions in the course of the performance of this contract, provided that the Engineer is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing.

b. Engineer shall indemnify and hold the City harmless from all wages or overtime compensation due its employees in rendering services pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

c. In no event shall the City be liable to the Engineer for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

18. **Ownership of Documents.** All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Engineer until such time as this Agreement is, for any reason, terminated, at which time they become the property of the City. The Engineer shall furnish to the City, one set of reproducible record Mylars of drawings, AutoCAD files and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

19. **Notices**. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Engineer at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

20. **Jurisdiction**. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

21. **Entire Agreement**. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

REVIEWED FOR APPROVAL

_____
Jeremy Hagerman, PE, Assistant Director of Public Works, Engineering

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay, therefore.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____
Daniel Johnson, P.E., Public Works Director

Date: _____

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Horner & Shifrin Address: 3300 S Market St, Ste 405 Rogers, AR 72758-8197	
Attention:		Attention: Ryan J Mills, PE, CFM	
Department:		Phone: 479.398.7250	Fax:
Phone: 417.624.0820 ext: 1538	**Fax: 417.624.4620**	Project: Prospect Village Stormwater & Floodplain Revie	

WORK AUTHORIZATION NUMBER H&S-OC-025-001

TO MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES _____

City of Joplin and Engineer enter into this Work Authorization only for the work described below. This Work Order is issued pursuant to that Master Services Agreement for Professional Engineering Consulting Services ("MSA") previously executed by City and Engineer, and upon acceptance by hereof by both parties, shall form a part of the MSA. The terms of the MSA are incorporated herein by reference. The parties agree that the Engineer will perform the Services upon the terms and conditions set forth herein and in the MSA. Engineer's acceptance of the terms of this Work Authorization shall be evidenced by Engineer's execution and return of one copy of this Work Authorization to City. Unless sooner terminated as permitted in the MSA, this Work Authorization shall terminate upon completion of the Services for this Work Authorization, except to the extent of surviving obligations set forth herein and in the MSA.

1. **Services**. City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit A***.

2. **Addition to Services**. City of Joplin may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in ***Exhibit A***, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Engineer shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Engineer.

3. **Term**. The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit A***.

4. **Costs not to Exceed**. City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to always keep track of the number of hours billable under this contract; and any work more than the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**.

a. **Conditioned upon acceptable performance**. City agrees to pay the Engineer in accordance with the terms set forth in ***Exhibit A***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit A***.

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number H&S-OC-025-001 exceed the sum of Fifty-Three Thousand Three Hundred and 00/100 Dollars ($53,300.00.

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to always maintain adequate insurance coverage during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main, Joplin, MO 64801; and

Such policies shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php).

As of January 1, 2025, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation…. Statutory coverage per RSMo 287.010 et seq.
Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

e. Subcontracts. In case any or all this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer shall require all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. Notice. Engineer and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

7. **All other terms and conditions of the original Agreement shall remain in effect.**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

REVIEWED FOR APPROVAL

_____
Jeremy Hagerman, PE, Assistant Director of Public Works - Engineering

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay, therefore.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____
Daniel Johnson, P.E., Public Works Director

Date: _____

RFQ SCORING SHEET

	Max Score	Scorer	K&H	H&S	N/A
Concept and Responsiveness to City's Request. Responsiveness of the written response in clearly stating an understanding of the work to be performed as outlined in the scope of service.	20	1	17	18	
		2	18	19	
		3	14	18	
		4	17	18	
		5			
		Subtotal	16.5	18.25	
Consultant's Relevant Experience. The Firms overall experience with similar projects.	30	1	28	29	
		2	27	28	
		3	22	25	
		4	28	29	
		5			
		Subtotal	26.25	27.25	
Project Team. Qualifications of staff to be assigned, education, position in firm, and years of experience will be considered.	30	1	28	27	
		2	28	28	
		3	24	28	
		4	28	29	
		5			
		Subtotal	27	28	
Approach. Accessibility to client, familiarity with the area, proximity to the client, client/consultant relationship, and general approach to the project.	20	1	19	19	
		2	17	18	
		3	15	19	
		4	16	19	
		5			
		Subtotal	16.75	18.75	

Total	76.5	92.25

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-134: Operating Assistance Grant Agreement.

MEETING DATE
August 4, 2025

ORIGINATING DEPARTMENT
Public Works

REVIEWED BY
Director of Public Works, Daniel Johnson; Director of Finance, Leslie Haase; City Attorney, Peter Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

ATTACHMENTS
Council Bill No. 2025-134; Agreement from Missouri Highways and Transportation Commission.

SUMMARY
Approval of an Ordinance authorizing the acceptance of a Missouri Highways and Transportation Commission Public Transit Operating Assistance Grant Agreement for State funds of Sixty Thousand One Hundred Thirty-One and 61/00 Dollars ($60,131.61) to be used for operating assistance for the Metro Area Public Transit System (MAPS).

BACKGROUND
The City of Joplin has operated the Metro Area Public Transit System (MAPS) since 1998 and the Sunshine Lamp Trolley since 2007. MAPS provides curb-to-curb public transit to residents of the Metropolitan Planning Organization (MPO) and the Sunshine Lamp Trolley provides deviated fixed route service within the City of Joplin. MAPS and the Sunshine Lamp Trolley are funded by a combination of rider fares, donations, and the financial participation of other communities in the MPO. Additionally, the Federal Transit Administration (FTA) reimburses the City for capital and operational expenses at 80% and 50% respectively. These FTA funds require a local match to qualify. The funds being offered by the State of Missouri are unique in that they do not require local matching funds. The State is offering $60,131.61 in grant funds during the period of July 1, 2025 to June 30, 2026.

RECOMMENDATION
Staff recommends approval of Council Bill 2025-134 on first reading.

CCO Form: MO79
Approved: 06/96 (RMH)
Revised: 12/24 (MWH)
Modified:

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STATE TRANSIT ASSISTANCE GRANT AGREEMENT

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

WITNESSETH:

WHEREAS, the purpose of this Agreement is to provide financial assistance to the Grantee as appropriated from the State Fund and to set forth the conditions upon which the assistance will be provided;

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

(1) SCOPE OF WORK: The Grantee shall provide general public transportation in accordance with the "Missouri State Transit Assistance Application" which is attached and made a part of this Agreement as Attachment A.

(2) AMOUNT OF GRANT: The Commission awards the Grantee the sum of Sixty thousand one hundred thirty one dollars and sixty one cents ($60,131.61) during the period from July 1, 2025, to June 30, 2026.

(3) PERFORMANCE OF AGREEMENT: The Grantee shall immediately notify the Commission in writing of any condition or event which may significantly affect its ability to perform the required activities in accordance with the provisions of this Agreement.

(4) RETENTION AND AUDIT OF RECORDS:

(A) The Grantee shall maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its representatives during the period of this Agreement and any extension thereof, and for three (3) years after the date of final payment made under this Agreement.

(B) The Grantee shall submit to the Commission such data, reports, documents, and other information relating to the Grantee's activities as the Commission may require at any time.

(C) At any time during or after the grant period provided in this Agreement,

the Commission may inspect, copy, and audit all records possessed by or available to the Grantee, which may be pertinent to this Agreement. If the Commission notifies the Grantee of its specific intention to inspect, copy or audit any of these records, then the Grantee shall retain all of the records pertinent to this Agreement until the Commission notifies the Grantee that it has completed its inspection, copying, or audit.

(5) THIRD PARTY CONTRACTS:

(A) Prior to execution by either party, the Grantee shall submit to the Commission for review, comment and approval all contracts for services included in the Public Transportation Budget and Service Statement to be provided to the Grantee by a third party.

(B) The Commission shall not be liable to contractors or subcontractors of the Grantee or any other person not a party to this Agreement in connection with the performance of the project.

(6) PAYMENTS:

(A) Limitations on Commission Contribution: Funds made available to the Commission and the Grantee are subject to appropriations made by the General Assembly. In the event state funds available to the Commission are reduced so that the Commission is incapable of completely satisfying its obligations to all the Grantees for the current state fiscal year, the Commission may recompute and reduce this grant. When added to federal operating assistance funds available and applied to the same operating period, the maximum Commission payment on any monthly or quarterly request shall not cause the total of state and federal operating assistance to exceed the amount of operating assistance for which the Grantee would have qualified in federal funds had additional federal funds been available.

(B) Progress Payments: Progress payments, based upon actual allowable costs, for not less than one (1) month and for no more than three (3) months may be made upon receipt of an itemized invoice from the Grantee in an appropriate format approved by the Commission. The itemized invoice shall be reviewed by the Commission prior to payment and must include a certification that costs have been incurred in the performance of the Agreement and a record of the actual costs. Any costs deemed ineligible for reimbursement by the Commission in accordance with the terms of this Agreement shall be deducted from the itemized invoice before payment is made. Any rejected or unaccepted costs shall be borne by the Grantee.

(C) Availability of Funds: The Commission's duty to pay the Grantee as provided in this Agreement is subject to the availability of funds appropriated by the Missouri General Assembly to and from the State Transportation Fund and any subsequent directives mandated by the Governor regarding the withholding of appropriations.

DRAFT

(7) ASSIGNMENT: The Grantee shall not assign, transfer, or delegate any interest in this Agreement, or its performance of any work required by this Agreement, without the prior written consent of the Commission.

(8) INDEMNIFICATION: To the extent allowed or imposed by law, the Grantee 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 Grantee's wrongful or negligent performance of its obligations under this Agreement.

(9) INSURANCE:

(A) The Grantee is required or will require any contractor procured by the Grantee to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the MoDOT and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($600,000 per claimant and $4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to section 537.610 RSMo.

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

(10) RIGHT OF COMMISSION TO TERMINATE AGREEMENT: Upon written notice to the Grantee, the Commission may suspend or terminate all or part of the financial assistance provided for in this Agreement when the Grantee is, or has been, in violation of any of the terms of this Agreement.

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

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(12) NONDISCRIMINATION CLAUSE: The Grantee shall comply with all state and federal statutes applicable to the Grantee 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 USC §2000d and §2000e, *et seq.*); and with every applicable provision of the "Americans with Disabilities Act" (42 USC §12101, *et seq.*).

(13) APPLICABLE LAWS AND REGULATIONS: This Agreement shall be construed according to the laws of the State of Missouri. Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances. Additionally, each party shall adhere to all accepted industry standards, processes, and procedures relevant to the performance of their obligations under this Agreement. A violation of this paragraph constitutes a material breach of the Agreement.

(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 respecting its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

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

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

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

(18) LACK OF WAIVER: In no event shall payment of grant funds to the Grantee by the Commission constitute or be construed as a waiver by the Commission of any breach of covenants, or any default which may exist on the part of the Grantee, and the making of any such payment by the Commission while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission with respect to such breach or default.

(19) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

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(A) To the Grantee:
City of Joplin
123 S. Main
Joplin, MO 64801
Facsimile No.:417-625-4747

(B) To the Commission:
Missouri Department of Transportation
105 W. Capitol Ave.
Jefferson City, MO 65102
Facsimile No.:573-751-6555

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

[The remainder of this page left intentionally blank]

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COUNCIL BILL NO. 2025-134 **ORDINANCE NO.**

AN ORDINANCE authorizing the acceptance of a Missouri Highways and Transportation Commission Public Transit Operating Assistance Grant Agreement for state funds to be used for operating assistance for the Metro Area Public Transit System (MAPS); and, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

Section 1. That an agreement by and between the City of Joplin and the Missouri Highways and Transportation Commission for state funds in the amount of Sixty Thousand One Hundred Thirty-One 61/100 Dollars ($ 60,131.61) to be used for operating assistance for the Metro Area Public Transit System (MAPS) and Sunshine Lamp Trolley, attached hereto and incorporated herein as Exhibit 1.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri**.**

Section 3. That the City of Joplin, Missouri, understands that the grant funds do not require a local match.

Section 4. That this council bill shall have an effective date of August 19, 2025.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2025, by a _____ vote.

_____

ATTEST: Keenan Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-451 – approving a Program Services Contract between the Missouri Department of Health and Senior Services (DHSS) and the City of Joplin

MEETING DATE
August 04, 2025

ORIGINATING DEPARTMENT
Health Department

ATTACHMENTS
CB2025-451 Council Bill and the DHSS Program Services Contract.

REVIEWED BY
Dept. Head: Ryan Talken; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; Assistant City Manager: Tony Robyn; City Manager: Nicholas Edwards.

SUMMARY
This Council Bill authorizes a Program Services Contract between the City of Joplin and the Missouri Department of Health and Senior Services regarding the WIC Program for contract year 2025-2026

BACKGROUND
This DHSS contract provides funding from the state for this program. This contract is the annual renewal of the agreement between the DHSS and the City of Joplin Health Department to provide nutritional assistance and certain medical services in connection with the Women, Infant & Children (WIC) project. The City Council has previously approved similar contracts.

The contract calls for the City of Joplin Health Department to provide WIC services that provide food instruments (e-wic cards) redeemable for specific nutritious foods, nutrition education and counseling, breastfeeding education and support and referral to other medical services for income eligible women infants and children in Jasper County for a total cost reimbursement of up to $749,294.00.

Revenues and expenses are budgeted in the remainder of the current year budget as well as the 2025-2026 city budget.

The period for this agreement is October 1, 2025 through September 30, 2026 and the total anticipated reimbursement from this agreement is $749,294 No local match is required for participation in this contract.

FUNDING SOURCE
The source of funding is the Missouri Department of Health and Senior Services contract.

RECOMMENDATION
Staff recommends adoption of this Council Bill on first reading.

COUNCIL BILL NO. 2025-451 **ORDINANCE NO.**

AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2025 and running through September 30, 2026, for the amount of up to Seven Hundred Forty-Nine Thousand, Two Hundred Ninety Four Dollars and no Cents ($749,294.00), to enable the Health Department to provide nutritional assistance and education to residents of Jasper County, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the Program Services Contract, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, dealing generally with the provision by the Health Department, of contract services for nutritional assistance and education to residents of Jasper County, a true and accurate copy of the same being attached hereto and incorporated herein, be and the same is hereby approved in the current form.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreements by and on behalf of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 18th day of August 2025, by a vote of

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Missouri Department of Health and Senior Services
P.O. Box 570, Jefferson City, MO 65102-0570 | Phone: 573-751-6400 | FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711

Sarah Willson
Director

Mike Kehoe
Governor

Dear Contractor:

Enclosed is a contract between your organization and the Department of Health and Senior Services that requires you to complete the following steps:

1. Review and sign the front page of the contract. Signature required to be an official digital signature or handwritten;
2. Complete and sign the exhibit labeled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization;
3. Complete and sign the exhibit labeled Anti-Discrimination Against Israel Act Certification; and
4. Return the contract to:

    via email to Procurement@health.mo.gov

    or

    Mail to the following address:

    Bureau of Procurement Services
    Missouri Department of Health and Senior Services
    P.O. Box 570
    Jefferson City, MO 65102

Once all signed copies have been returned to our office and the contract is signed by the department, a fully executed copy of the contract will be returned to you. Please contact the Bureau of Procurement Services at (573) 751-6471 or via email at Procurement@health.mo.gov if you have any questions regarding this letter.

Enclosure

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PROGRAM SERVICES CONTRACT

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

Tracking #	**Contract Title:**	
58262	WIC LOCAL AGENCY NUTRITION SERVICES	
Contract Start:	**Contract End:**	**Questions/Please Contact:**
10/1/2025	9/30/2026	PROCUREMENT UNIT @ (573)751-6471
Contract #:		**Amend #:**
		00

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor)		
JOPLIN CITY HEALTH DEPARTMENT		
DOING BUSINESS AS (DBA) NAME		
MAILING ADDRESS		
321 EAST 4TH STREET		
CITY, STATE, and ZIP CODE		
JOPLIN	MO	64801-2208
REMIT TO (PAYMENT) ADDRESS (if different from above)		
CITY, STATE, and ZIP CODE		

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN)	UEI NUMBER:
*********	HRWZCYY8MWJ3
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

WIC: Local Agency Nutrition Services

1. PURPOSE AND GLOSSARY

1.1 Purpose

1.1.1 The Department of Health and Senior Services' Special Supplemental Nutrition Program for Women, Infants and Children (WIC or Department) was established to provide nutrition education, breastfeeding promotion and support, nutritious supplemental food and referrals to other health and social services at no cost to eligible persons.

1.1.2 WIC serves as an adjunct to good health care during critical times of human growth and development to prevent health problems and improve the health of those served.

1.1.3 The purpose of this contract is to allow the Department to provide funds to support the delivery of food, nutrition education, breastfeeding promotion and support and health referral services and benefits of WIC to eligible participants through qualified community agencies (Contractors), such as local public health agencies.

1.1.4 The terms of this contract are derived from the language set forth in 7 CFR 246 located at: https://www.ecfr.gov/cgi-bin/text-idx?SID=7dcc7958d3ce6fcc8b960e2bb28c39b6&mc=true&node=pt7.4.246&rgn=div5. The Contractor shall familiarize itself with these regulations and shall abide by their applicable parts. The Contractor shall abide by the requirements set forth in the Missouri WIC Operations Manual (WOM) and its updates, which are available at https://health.mo.gov/living/families/wic-portal/ and are incorporated by reference as though fully set forth herein.

1.2 Glossary of Terms and Acronyms:

1.2.1 Whenever the following terms and acronyms appear in the document, the definitions or meanings described below shall apply.

1.2.2 General Glossary, Acronyms, and Abbreviations:

a. **Agency and/or State Agency/Department** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased. The Department is also responsible for payment, unless otherwise specified herein. Note: The terms "Department", "state agency",

WIC: Local Agency Nutrition Services

"state", and "State of Missouri" are used interchangeably throughout the document and have the same meaning.

b. **Amendment** means a written, official modification to a solicitation or contract.
c. **Attachment** applies to all documents which are included herein to incorporate any informational data or requirements related to the performance requirements and/or specifications.
d. **Procurement officer** means the procurement staff member of the Department.
e. **Code of State Regulation (CSR)** contains the current administrative rules of executive agencies of Missouri government. The regulations are arranged by agency rather than by subject.
f. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
g. **Contractor** means a Supplier, bidder, person, or organization who enters into a contract.
h. **Exhibit** applies to forms which are included herein for the Vendor to complete and submit.
i. **May** means that a certain feature, component, or action is permissible, but not required.
j. **Must** means that a certain feature, component, or action is a mandatory condition.
k. **Party** refers to either the State of Missouri or the Contractor as an entity that may enter into a contract pursuant to the terms herein.
l. **Reasonable, Necessary or Proper** as used herein shall be interpreted solely by the State of Missouri.
m. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of the Department.
n. **Shall** has the same meaning as the word must.
o. **Should** means that a certain feature, component and/or action is desirable but not mandatory.
p. **State** collectively referring to the state government and/or the agencies thereof.
q. **Subrecipient** has the same meaning as the word, Contractor.
r. **Supplier** has the same meaning as the word, Contractor.
s. **Vendor** has the same meaning as the word, Contractor

****** END OF PURPOSE AND GLOSSARY SECTION ******

WIC: Local Agency Nutrition Services

2. SCOPE OF WORK SECTION

2.1 General Requirements:

2.1.1 The Contractor shall provide WIC Local Agency Nutrition Services for the Department of Health and Senior Services in accordance with the provisions and requirements stated herein and to the sole satisfaction of the Department.

2.1.2 The Contractor shall either provide the services directly or shall provide a person/personnel who must comply with the requirements stated herein. Therefore, references to "the Contractor" throughout this document shall also be deemed to include the person/personnel provided by the Contractor.

2.1.3 The Contractor shall comply with applicable Federal Funds Requirements, as amended by the federal government, which may include some or all of the paragraphs contained in Attachment A, Certifications and Special Provisions, which is attached hereto and incorporated by reference as if fully set forth herein, or other requirements identified by the federal government.

2.1.4 The Contractor shall comply with and include in any agreement made with a subcontractor or subgrantee the following:

a. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," (August 11, 2000);

b. All provisions required by the implementing regulations of the United States Department of Agriculture (USDA) (7 CFR 15 et seq); and

c. Food and Nutrition Service (FNS) directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, sex (including gender identity and sexual orientation), age, disability or reprisal or retaliation for prior civil rights activity be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Contractor and subcontractors receive federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

2.1.5 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of

federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.

2.1.6 The contract amount shall not exceed the amount stated on the Budget Page, Attachment C, which is attached hereto and incorporated by reference as if fully set forth herein for the period of October 1, 2025, through September 30, 2026.

2.1.7 After the award, unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Bureau of WIC and Nutrition Services
Address: P.O. Box 570, Jefferson City, MO 65102
Phone: 573-751-6204 or 800-392-8209
Email: WICOperations@health.mo.gov

2.2 Certification:

2.2.1 The Contractor shall process all WIC applications within the timeframes set forth in 7 CFR 246.7(b)(5), 246.7(f)(2) and WOM policies 7.1.030 and 8.1.110.

2.2.2 The Contractor shall provide services to all WIC applicants based on the participant priority system in accordance with WOM policies 8.1.070 and 8.1.080.

2.2.3 The Contractor shall not establish a waiting list without prior approval of the Department. When the Department approves a waiting list, the Contractor must establish and manage the waiting list as set forth in WOM policy 7.1.040.

2.2.4 The Contractor shall certify applicants for WIC in accordance with WOM policies 3.1.030, 8.1.010-8.1.280, and 11.1.020.

2.2.5 The Contractor shall update participant records in the WIC Management Information System (MIS) as necessary, including making changes, corrections, terminations, and reinstatements.

2.2.6 The Contractor shall ensure that appropriate measures are in place to avoid conflict of interest and ensure separation of duties in accordance with WOM policies 1.1.020 and 8.1.030.

WIC: Local Agency Nutrition Services

2.3 Food Package Issuance:

2.3.1 The Contractor shall issue food packages in accordance with WOM policies 2.3.010-2.3.130 and 8.1.030.

2.4 Food Delivery/Food Instrument Accountability and Control:

2.4.1 The Contractor is responsible for maintaining food instrument accountability, issuance and security in accordance with WOM policies 1.1.030 and 8.1.080.

2.4.2 The Contractor shall issue a replacement food instrument when an authorized representative, alternate representative or proxy reports the food instrument as lost, stolen or damaged in accordance with WOM policy 1.1.030.

2.5 Nutrition Education, Breastfeeding Education and Promotion and Support Services:

2.5.1 The Contractor shall provide nutrition education, breastfeeding education and promotion and support services to participants in accordance with WOM policies 2.1.010-2.2.080, 2.4.010-2.4.110, 8.1.020, 8.1.100 and 8.1.280.

2.6 Clinic Environment, Accessibility and Services and Customer Service:

2.6.1 The Contractor shall ensure clinic access in accordance with WOM policies 7.1.050 and 11.1.020.

2.6.2 The Contractor shall establish and maintain an environment that supports and encourages women to initiate and continue breastfeeding in accordance with WOM policy 2.1.020.

2.6.3 The Contractor shall ensure the accessibility of WIC services to any eligible person, including migrant farm workers and their families and homeless individuals, in accordance with WOM policies 2.3.060, 2.4.090 and 8.1.160.

2.6.4 The Contractor shall ensure WIC services are available in their service area by:

a. Completing a Civil Rights Impact Analysis at least sixty (60) days before opening, relocating, changing hours or days of operation or closing a clinic site, satellite facility or hospital certification site. This is done by completing a Civil

WIC: Local Agency Nutrition Services

Rights Impact Analysis Template located at health.mo.gov/living/families/wic-portal/ in accordance with WOM policy 11.1.040.

b. Ensuring that continuity of WIC services is addressed in the Contractor's Emergency Response and Disaster Preparedness (ERDP) Plan in accordance with WOM policy 4.1.060.

2.6.5 The Contractor shall provide voter registration services and ensure that services are made available in accordance with the National Voter Registration Act (NVRA) of 1993 and WOM policies 8.1.150 and 8.1.280.

2.6.6 The Contractor shall identify, in a highly visible manner, where WIC services are located at each Contractor's site using fixed or portable signage to direct WIC participants to the clinic.

a. Outside signage shall be visible from the street.

b. Inside signage shall be used if the space is shared with other tenants.

2.6.7 The Contractor shall have a written procedure for handling participant complaints and grievances, including, but not limited to, the WIC program or the participant's experience while visiting the Contractor's clinic. The procedure must be approved by the Department as part of the Local Agency Plan (LAP).

2.6.8 The Contractor shall ensure all staff follow the approved discrimination complaint procedure in accordance with WOM policy 11.1.020, 7 CFR 246.8 and FNS Instruction 113-1.

2.6.9 The Contractor shall ensure WIC staff do not share individual user identification or passwords to the data systems in accordance with WOM policy 3.1.040. Sharing individual user IDs or passwords will result in a security breach. The Contractor shall perform verification and updates and report all security breaches immediately to the WIC applications program security officer.

2.6.10 The Contractor shall ensure good customer service by:

a. Ensuring the Contractor has a functional phone system available during posted business hours;

b. Ensuring the Contractor has an adequate number of staff to answer phones and respond to email inquiries in a timely and professional manner. If staff are not available, the Contractor shall have an answering system and must return calls and respond to emails from participants the next clinic day;

c. Ensuring staff answering the phones and responding to emails have a working knowledge of WIC and its functions to provide good customer service by listening and answering questions appropriately and consistently, knowing how to handle difficult situations and building customer service rapport with new applicants and participants;

d. Ensuring all staff representing the WIC program exhibit respectful behavior to any individual or entity interacting with the WIC program, including, but not limited to, authorized WIC retailers, other local and state agency staff, health care professionals, applicants and participants; and

e. Providing WIC applicants, participants, authorized representatives, alternate representatives and proxies with hearing, vision, speech and mental impairments and foreign language barriers communications systems at no cost to them in accordance with WOM policy 11.1.020.

2.6.11 If the Contractor fails to ensure good customer service, the Department may choose not to enter into a new contract with the Contractor at the expiration of the current contract as outlined in 7 CFR 246.6(a).

2.7 Clinic Management and Coordination:

2.7.1 The Contractor shall provide to all WIC applicants, participants, authorized representatives, alternate representatives and proxies information about and referrals to available health-related and public assistance programs in accordance with WOM policy 8.1.020.

2.7.2 The Contractor shall have a plan for continued efforts to make health services available to participants at the clinic or through written agreements with health care providers when referrals to health services are provided in accordance with 7 CFR 246.6(b)(5).

a. The written agreement shall outline all WIC-related responsibilities of each agency as outlined in 7 CFR 246.6(d) and/or (e). The Department shall approve

the signed agreement as part of the LAP and the signed agreement shall be kept on file at the Department and with the respective Contractor.

2.7.3 WIC funds shall not be used to reimburse other health agencies or private physicians for pediatric and obstetric care services.

2.8 Assessment, Planning and Evaluation:

2.8.1 The Contractor shall, at least annually, assess the needs of its WIC participants and potential WIC participants using the WIC applications or other such assessments to improve the effectiveness of local service provision and to modify local operations to meet the needs of WIC participants, as appropriate within the allowances and guidelines in WOM policy 10.1.040 and 7 CFR 246.19(b)(6).

2.8.2 The Contractor shall develop a LAP for WIC services in accordance with WOM policy 4.1.050. The Contractor shall monitor the progress of all initiatives and allocations in the LAP throughout the contract period to ensure compliance.

a. If the Contractor wishes to continue to provide WIC services for the following contract period, it shall submit a complete LAP including all required elements by September 1 of the current contract period.

    1) The Contractor's failure to submit a complete LAP by the due date and receive approval may delay the issuance of a new contract and the processing of monthly invoices.

b. The Contractor shall identify their goals, objectives and strategies in the LAP. Goals must be written in the SMART (Specific, Measurable, Achievable, Relevant and Time-Bound) format. SMART format information can be found at https://health.mo.gov/living/families/wic-portal/.

c. The Contractor shall have a written plan for outreach that emphasizes increased participation appropriate to the local area and population in accordance with WOM policy 7.1.010. The outreach plan must be approved by the Department as part of the LAP. The plan shall include, but not be limited to:

    1) An active outreach referral network with community partners that serve similar populations that are potentially eligible.
    2) At least one outreach activity.

3) Activities should target potentially high-risk individuals and individuals who are most in need of benefits, with emphasis on reaching and enrolling eligible migrants and Missouri women in the early months of pregnancy.

2.8.3 The Contractor shall follow up on no-show applicants and participants at least monthly during the contract period, reschedule missed appointments and provide adequate and appropriate notice of upcoming appointments in accordance with WOM policies 7.1.030 and 8.1.110.

2.8.4 The Contractor shall attempt to contact any prenatal applicant who missed their initial appointment to determine WIC eligibility and shall document such contacts in accordance with WOM policy 8.1.110.

2.8.5 The Contractor shall publicly announce the availability of WIC benefits in the first quarter of each contract period and when significant WIC changes have occurred that affect the local population and participants, such as a change in clinic hours or closing of a satellite clinic, in accordance with WOM policy 11.1.020.

2.9 Staffing:

2.9.1 The Contractor shall ensure all staff are performing within their scope of practice.

2.9.2 The Contractor's staff may serve more than one staff role as long as it is clear which individual staff person fulfills each role. These staff roles shall include:

a. A WIC coordinator who is responsible for coordinating and ensuring that the Contractor's services are managed and provided in the most effective and efficient manner possible. Minimum qualifications, duties performed, and training requirements are defined in WOM policy 4.1.010, 7 CFR 246.3(f) and 246.6(b);

b. A nutrition coordinator who is a qualified nutritionist and is responsible for coordinating nutrition services. Minimum qualifications, duties performed, and training requirements are defined in WOM policy 2.4.040 and 7 CFR 246.11(d);

c. A breastfeeding coordinator with knowledge and experience to support, develop, and implement all breastfeeding services. Minimum qualifications, duties performed, and training requirements are defined in WOM policy 2.1.010 and 7 CFR 246.11(c) and (d);

d. A nutritionist who is responsible for conducting nutrition assessments, assigning risk factors and providing appropriate nutrition and breastfeeding education and counseling as defined in WOM policy 2.4.030 and 7 CFR 246.11(c) and (d);

e. A retailer contact person, to collaborate with the Department retailer unit to ensure authorized WIC retailers have a local contact person for questions regarding food benefit redemptions as defined in WOM policies 1.1.010 and 4.1.010 and 7 CFR 246.12(r)(3);

f. A competent professional authority (CPA) who is responsible for obtaining and entering participant certification data into the MIS, prescribing foods and formulas and providing nutrition and breastfeeding education and may assist with supervision of the WIC certifiers as defined in WOM policy 2.4.050; and

g. A NVRA liaison who is responsible for training new employees, periodically observing clinic staff to ensure the requirements of NVRA are understood and met and an adequate supply of registration applications are available at all clinic sites as defined in WOM policies 4.1.010, 8.1.150, 8.1.280 and 7 CFR 246.3(f).

2.9.3 The Contractor may employ a registered dietitian, health professional assistant and administrative or clerical staff to assist with the WIC certification process in accordance with WOM policies 2.4.060, 2.4.070 and 4.1.020.

2.10 Training and Technical Assistance:

2.10.1 The Contractor shall ensure that the Contractor's staff (and subcontractor's staff and volunteers, if applicable), who are performing WIC services, have completed and documented all training required by the Department in accordance with WOM policy 2.4.010.

a. The Contractor shall pay for all WIC-allowable expenses incurred by Contractor personnel attending any training approved by the Department in any location as defined in WOM policy 5.1.050.

2.10.2 The Contractor shall accept technical assistance and/or training from the Department when the Department finds non-compliance or deficiencies in components of WIC policies and procedures as the Department determines necessary.

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2.10.3 The Contractor may request technical assistance at any time from their assigned Department WIC technical assistance staff.

2.10.4 The Contractor shall ensure civil rights compliance as defined in WOM policy 11.1.010 and 7 CFR 246.8 in all aspects of their WIC operations.

2.11 Equipment/Software:

2.11.1 The Contractor shall maintain an inventory list of all equipment, resources and software purchased with WIC funds, either by the Contractor or by the Department and provided to the Contractor, as required in WOM policy 3.1.010. All equipment, resources and software purchased with WIC funds by the Contractor and purchased by the Department and provided to the Contractor belong to the Department and must be returned to the Department if the Contractor no longer provides WIC services.

a. Multi-user electric breast pumps loaned to participants; and

b. Items having a value of three hundred dollars ($300.00) or more and having a useful life of one year or more.

2.11.2 The Contractor shall contact the Department for instructions prior to disposing of equipment that has a WIC inventory tag and was placed for use in the Contractor's facility or purchased with WIC funds in accordance with WOM policy 3.1.010.

a. The Contractor shall maintain and make available all signed and completed Department Non-Expendable Property Transfer/Reassignment forms (DH-60) in order to ensure accountability for equipment disposal in accordance with WOM policy 3.1.010.

b. The Contractor shall notify the Department if the Contractor has any damaged or faulty equipment in accordance with WOM policy 3.1.020.

2.11.3 The Contractor shall be responsible for ensuring that the equipment, resources, and software it purchases with WIC funds or that was purchased by the Department and provided to the Contractor for use in its or a subcontractor's facility, if applicable, are available to conduct WIC services, meet Department requirements and specifications, are properly maintained and repaired and kept secure from theft or vandalism in accordance with WOM policy 3.1.020. The Department prefers Contractors not

reimage a computer; however, if the Contractor does reimage a Department provided computer, the Contractor shall notify the Department immediately.

a. At the discretion of the Department, the Contractor may be required to assume routine maintenance, troubleshooting, and repair services of all hardware purchased by the Department, including, but not limited to, virus scans, software updates, and hardware replacements in lieu of State of Missouri information technology (IT) support. During such transition of maintenance, the Department's WIC Help Desk, to the extent possible, will assist the Contractor in troubleshooting hardware issues and WIC applications for all Department purchased equipment. The Contractor may seek an alternate IT support vendor or in-house technology support service. The Department will provide written notice to the Contractor of such transition of support service.

b. If the Contractor's staff experience issues while using a modified or reimaged computer issued by the Department, the Department's WIC Help Desk will provide limited remote support within the Department's business hours. All reported issues will be prioritized based on urgency of support. If the matter cannot be resolved by the Department, the resolution may be to revert to a Department imaged computer or the Contractor to resolve the issue independently at their own expense.

c. The Department's WIC Help Desk shall be available to the Contractor's IT department via telephone, email, or other contact to provide technical support with computer issues and continue to monitor the issue until it is resolved. Support may include, but is not limited to, software, hardware, peripherals and connectivity.

d. Requests for support by the Contractor's IT department shall be fulfilled based on priorities, which are solely determined by the Department by urgency and level of impact.

e. Status Definitions with Initial Response Times. Incidents reported to the Department's WIC Help Desk will attempt to be handled, when possible, within the respective time frames listed below.

    1) Critical-within 30 minutes: Catastrophic inability to complete job duties. Example: issuance of or changes to benefits, computer does not turn on or boot up properly.

2) High-within two (2) business hours: Loss of a major job duty. Example: email is not working, not connected to internet, inability to print.
3) Medium-within four (4) business hours: There is a problem to be solved, but the Contractor is still able to perform WIC services and has other options available (e.g., desktop printer is not working, but the Contractor has access to other printers).
4) Normal-within eight (8) business hours: General requests that are not time sensitive (e.g., user needs help but will not be available until a few days later).

2.11.4 The Contractor shall ensure extended administrative privileges to the Department to access all computers and devices purchased with WIC funds or that were purchased by the Department and provided to the Contractor to install software necessary to conduct WIC business. The administrative privileges shall include a designated local profile with administrative rights for Department staff on all WIC computers.

a. The Contractor shall maintain computers and devices purchased through other funding source to conduct WIC operations. The Department will not pay for any maintenance costs associated with these computers and devices.

1) The Contractor may install the WIC applications on their non-state-purchased computers and devices if the Contractor understands that the Department cannot support the computers and devices. The Department can provide instructions on how to install the WIC applications client and provide limited remote support for an application issue.
2) If the Contractor no longer requires the WIC applications on their non-state-purchased computers and devices, the Contractor shall contact the Department to properly archive or dispose of any official local electronically stored records.

b. The Contractor shall have current anti-virus and anti-spyware software installed and operating on every computer connected to the state network or used for WIC business. Contractors with Department-purchased computers shall follow update guidance as directed by the Department. The Contractor shall update the anti-virus and anti-spyware software immediately as updates become available for the software used for network security.

2.11.5 The Contractor shall respond to Department requests for inventory verification of equipment and software within five (5) business days of the date of the request. Failure

to comply will result in the Department withholding the Contractor's monthly reimbursements until the Contractor is in compliance.

2.11.6 The Contractor shall use IT only for authorized WIC services.

2.11.7 The Contractor may install the WIC applications on tablets purchased with WIC funds; however, the Department may only provide limited support for the tablets.

a. The purchase and benefit of tablets cannot be solely for WIC applications usage.

2.12 Communications and Record-Keeping:

2.12.1 The Department will notify the Contractor when the WOM is updated. The updates shall be shared as soon as possible, but no later than two business days, by the Department with all Contractors.

2.12.2 The Contractor shall be responsible for ensuring that its entire WIC staff receives information sent from the Department.

a. The Contractor shall obtain WIC information electronically via email by subscribing to the weekly GovDelivery WIC Updates Newsletter email at https://public.govdelivery.com/accounts/MODHSS/subscriber/new?topic_id=MODHSS_30 or via hard copy by mail.

b. The Contractor shall ensure WIC staff receive information related to their role in WIC by subscribing to receive GovDelivery emails for their role via GovDelivery links at https://health.mo.gov/living/families/wic-portal/govdelivery/.

2.12.3 The Department will notify the Contractor when written acknowledgment of receipt of policy changes and commodity deliveries is required, and the Contractor shall acknowledge the policy changes and commodity deliveries within five business days or as indicated by the Department.

2.12.4 The Contractor shall ensure that its WIC coordinator, nutrition coordinator and nutritionists have unique Department-provided or Contractor-provided email addresses if those roles are filled by separate persons. The Contractor is not allowed to use unsecured email addresses to transmit confidential information.

2.12.5 The Contractor shall collect and report racial and ethnic data with regard to applicants, participants and potentially eligible populations through the WIC applications provided by the Department in accordance with WOM policy 11.1.020.

2.13 Other Reporting Requirements:

2.13.1 Publicity: Any publicity release mentioning contract activities shall reference the contract number and the state agency. Any publications, including audiovisual items produced with contract funds, shall give credit to the contract and the state agency. The Contractor shall obtain approval from the state agency prior to the release of such publicity or publications.

a. Notwithstanding subparagraph 1 of this section, in the event the Contractor is a university and intends to create a scholarly publication using materials created for the Department under this project, the Contractor shall provide the Department with the opportunity to review and to provide comment on the proposed publication. At the Department's request, Contractor will insert a disclaimer in any publication that says the publication does not necessarily reflect the views or opinions of the Department. Any such publication created by the Contractor shall contain acknowledgment of the Department's sponsorship as required by 48 CFR § 52.227-14(c).

2.13.2 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

2.14 Contract Monitoring:

2.14.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance, to include conducting on-site monitoring visits with the Contractor in accordance with WOM policy 10.1.030. If the state agency determines the Contractor to be at high-risk for non-compliance, the state agency shall have the right to impose special conditions or restrictions. Written notification will be provided to the Contractor of the determination of high-risk and of any special conditions or restrictions to be imposed. The special conditions or restrictions may include, but not limited to, those conditions specified below:

a. Requiring additional, more detailed financial reports or other documentation;

b. Additional contract monitoring;
c. Requiring the Contractor to obtain technical or management assistance; and/or
d. Establishing additional prior approvals from the state agency.

2.14.2 Monitoring includes the evaluation of management, certification, nutrition education, breastfeeding promotion and support, participant services, civil rights compliance, accountability, financial management systems and food delivery systems per 7 CFR 246.19(b)(2).

2.14.3 The Department reserves the right to assess the Contractor's customer service through participant surveys, simulated participant phone inquiries (i.e., secret shopper calls) and responsiveness to inquiries received by the Department and forwarded to the Contractor. These assessments may be completed by the Department or a subcontractor to observe and evaluate the quality of the Contractor's customer service.

2.14.4 The Contractor agrees to on-site and remote monitoring from the Department to assess contract, WOM and CFR compliance.

2.14.5 The Contractor shall prepare a Corrective Action Plan (CAP) and document progress updates and verifications of corrective actions taken in accordance with WOM policy 10.1.030.

2.14.6 The Contractor shall comply with the Department's request to schedule a technical assistance (TA) on-site visit within the period requested. A minimum of one scheduled TA visit will be conducted during a contract period during which the Contractor is not being monitored.

2.14.7 When the Department determines through patterns of repeated findings, consultations or desk audits that the Contractor has failed to demonstrate efficient and effective administration of WIC or to comply with other requirements contained in this contract, the Department may withhold up to 100% of the contract funds. Upon correction of the deficiency by the Contractor, the Department may provide the withheld funds to the Contractor.

2.14.8 The Department has the right to disqualify the Contractor when, through a review, the Department determines the Contractor has failed to meet the terms of the contract or when the Contractor has failed to meet the needs of the service area. The Contractor will have the right to an administrative appeal of the Department's decision pursuant to the procedures outlined in WOM policy 10.1.050.

2.14.9 The Department has the right to penalize or fine the Contractor up to twenty-five thousand dollars ($25,000) for the misuse or illegal use of WIC funds, property or assets as set forth in 7 CFR 246.23(d).

2.14.10 The Contractor shall notify the Department of alleged participant violations and assist the Department in the investigation.

2.14.11 The Contractor shall be responsible for the monitoring of any subcontractors for compliance with contract guidelines and civil rights compliance in accordance with WOM policy 10.1.040.

2.15 Retention of Records and Documents:

2.15.1 Unless specified in writing as a shorter period of time, the Contractor shall preserve and make available with no limitation all books, documents, papers, and records involving transactions related to the contract for a period of ten years from the date of the cancellation, expiration, or termination of the contract in accordance with WOM policy 10.1.070, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract. Records and supporting documentation under audit or involved in litigation shall be kept for two years following the conclusion of the litigation or audit. During the contract period, access to these items shall be provided through a vehicle specified by the state agency. During the post contract period delivery and access to these items shall be at no cost to the state agency.

2.16 Records:

2.16.1 The Contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with accepted standard accounting principles or International Financial Reporting Standards (IFRS).

a. Once annually, or otherwise as reasonably required by the state, the Contractor shall make all such records, books, and other documents relevant to the contract available to the state, its designees, and the Missouri State Auditor in a commercially reasonable format acceptable to the state at all reasonable times during the term of the contract and for three (3) years after the cancellation, expiration, or termination of the contract or for any longer period of time required by law. The state will provide a minimum of fourteen (14) calendar days' notice and will coordinate with the Contractor regarding the scope of the audit.

b. The Contractor shall permit the Missouri State Auditor's Office, federal auditors and authorized representatives of the State of Missouri to perform an independent audit or examine, copy, or investigate any of the Contractor's records, procedures, books, documents, papers, and records recording receipts and disbursements of any of the funds paid to the Contractor only for services performed under the contract. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented. Any audit exception noted by auditors shall not be paid by the state and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception by any legal procedure.

c. The state shall not designate any individual, entity, or firm to conduct the audit that is a competitor of the Contractor. Any audit conducted or records reviewed under this provision shall be limited to services provided to State of Missouri and shall not require the Contractor to disclose information pertaining to any other customer or client of the Contractor.

d. The services required herein are not intended to be an audit, examination, attestation, special report or agreed-upon procedures engagements as those services are defined in the American Institute of Certified Public Accounts (AICPA) literature applicable to such engagements conducted by independent auditors. Accordingly, these services shall not result in the issuance of a written communication to third parties by the Contractor directly reporting on financial data or internal control or expressing a conclusion or any other form of assurance. The Contractor shall maintain a copy of the work products for documentation purposes for the AICPA.

2.17 Budget and Allowable Costs:

2.17.1 The Department will reimburse the Contractor for allowable, reasonable, necessary and allocable costs incurred specifically during the contract period for the proper and efficient performance of the contract in accordance with WOM policies 5.1.010-5.1.170.

a. To provide WIC services, the Contractor shall submit a budget through the LAP application process to obtain the Department's written approval in accordance with WOM policy 4.1.050. The Department shall not reimburse the Contractor for any costs incurred before or after the contract period. Allowable costs not

included in the LAP application process may require prior approval from the Department or those costs may not be reimbursed, at the sole discretion of the Department.

b. The Contractor shall designate staff time by cost category in the LAP in accordance with WOM policy 5.1.020.

c. The Contractor shall use the funds for only the activities and materials as budgeted and approved by the Department in accordance with WOM policy 5.1.010. This applies to all administrative funding and special funding projects as stated on the attached budget page (Attachment C). The Contractor shall request changes among budgeted categories using the Contract Amendment Form in WebGrants and obtain approval before expending funds.

2.17.2 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs stated in Attachment C. Contract amounts may be adjusted to ensure appropriate funding amounts are available to the Contractor.

a. In the event of a natural disaster or other circumstances that cause a change in caseload or costs to occur, the Department shall have sole discretion to adjust the contract amount upon the written request of the Contractor in accordance with WOM policy 10.1.010.

b. The contract amount for core WIC services and any special project funding is based on the availability of federal funds, which is subject to change. The Department will provide thirty (30) days written notice to the Contractor prior to an effective change.

2.17.3 Allowable costs for this contract include personnel compensation and benefits, contract services, conference and training, travel, administrative office costs, medical materials, facility costs, equipment purchases, computer hardware and software and nutrition education materials.

2.17.4 The Contractor shall maintain a complete, accurate, documented and current accounting of all contract funds received and expended. The Contractor shall have source documentation, an original record that proves a transaction occurred, available for review, audit and evaluation. The Contractor shall comply with Department requests for documentation of contract funds received and expended within fifteen (15) working days of the date of the request.

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2.17.5 The Contractor shall document and report when non-WIC funds are used to meet the requirements of this contract or to provide services in accordance with WOM policy 5.1.150. Any non-WIC funds used for allowable expenses shall be included in the LAP budget and reported in the monthly claim.

2.17.6 Indirect costs

a. Indirect costs are those associated with the management and oversight of any organization's activities and are a result of all activities of the Contractor. Indirect costs may include such things as utilities, rent, administrative salaries, financial staff salaries, and building maintenance.

b. The Contractor shall not bill the Department for indirect costs that exceed the Contractor's federally negotiated rate or, if no rate exists, then the Contractor shall not exceed 15% of the modified total direct costs as defined in 2 CFR § 200.1.

1) Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $50,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of $50,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

c. It is the Contractor's responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.

d. In the event the Contractor's approved federally negotiated rate changes, the Contractor shall submit the new negotiated agreement to the Department at monitoring@health.mo.gov prior to submitting an invoice using the new rate.

2.17.7 The Contractor shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.

2.17.8 The Contractor shall invoice and be reimbursed for actual and reasonable travel expenses either at the Contiguous US Per Diem Rates (CONUS) or the travel reimbursement rates set by the Contractor's written travel policy, whichever is lower.

a. The Contractor must have the prior written approval of the Department for any travel related expenses which may exceed the CONUS rates.

b. The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address: http://www.gsa.gov.

2.17.9 The Contractor shall follow competitive procurement practices.

2.18 Electronic Funds Transfer, Invoicing, and Payment Requirements:

2.18.1 Electronic Funds Transfer (EFT): The State of Missouri will submit contract payments to the Contractor at the remittance address listed in the Contractor's MissouriBUYS (WebProcure/Proactis) Vendor registration. However, the Contractor understands and agrees the state reserves the right to make contract payments to the Contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the Contractor must verify and update, if applicable, their Vendor registration with their current remittance address and ACH-EFT payment information at https://MissouriBUYS.mo.gov.

2.18.2 The Contractor shall submit claims monthly via WebGrants in accordance with WOM policy 5.1.010. The Contractor shall perform the services before invoicing the Department.

a. An exception to this requirement is the June claim. The Department will notify the Contractor in advance of the June submission date, which will be coordinated with the end of the state fiscal year. All documentation shall remain on file at the Contractor's facility.

b. The Contractor shall be reimbursed in accordance with WOM 5.1.010. The Contractor shall designate staff time by category on the reimbursement request.

2.18.3 Payment:

a. The Department will pay the Contractor monthly upon the receipt and approval of a claim and report(s) prepared according to the terms of this contract.

b. The Contractor shall submit the final claim no later than December 5, 2026. The Department shall have no obligation to pay any claim submitted after the due date.

c. The Contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at https://www.Vendorservices.mo.gov/Vendorservices/Portal/Default.aspx.

2.18.4 If the state agency denies a request by the Contractor for payment or reimbursement, the state agency will provide the Contractor with written notice of the reason(s) for denial.

2.18.5 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception and the Department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

2.18.6 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.

2.18.7 If the Contractor is overpaid by the state agency the Contractor, upon notification by the state agency, shall provide the state agency (1) with a check payable as instructed by the state agency or (2) deduct the overpayment from the invoice(s) as requested by the state agency.

2.18.8 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at https://www.Vendorservices.mo.gov/Vendorservices/Portal/Default.aspx. The CFDA name is available at https://sam.gov/content/assistance-listings.

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2.18.9 Other than the payments and reimbursements specified in the contract, no other payments or reimbursements shall be made to the Contractor.

******END OF SCOPE OF WORK SECTION******

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3. TERMS AND CONDITIONS SECTION

3.1 Applicable Laws and Regulations:

3.1.1 The contract shall be construed according to the laws of the State of Missouri. The Contractor and the State of Missouri must follow all applicable federal, state, and local laws and regulations that apply to the performance of the contract. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the Contractor and Department.

3.2 Non-Discrimination and Affirmative Action:

3.2.1 The Contractor must comply with applicable federal and state laws and regulations addressing discrimination in employment.

3.3 Americans with Disabilities Act:

3.3.1 In connection with the furnishing of equipment, supplies, and/or services under the contract, the Contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA), ADA is 42 U.S.C. section 1201, et seq.

3.4 Authorized Personnel/E-Verify:

3.4.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.

3.4.2 For work performed under the contract, the Contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws, including section 285.530, RSMo and Executive Order 07-13. If the Contractor employs personnel not authorized to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse, and to pursue any other remedies permitted by the contract or by applicable state or federal law.

3.4.3 Prior to the performance of any services, a Contractor meeting the definition of a business entity in section 285.525, RSMo, shall maintain enrollment and participation in the E-Verify Federal work authorization program with respect to the employees hired after enrollment in the program for work in connection with the contracted services included herein. If the Contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the Contractor shall enroll and participate in the E-Verify program.

3.4.4 The Contractor shall only be required to provide the affidavits required in section 285.530.2, RSMo, to the state on an annual basis. https://purch.oa.mo.gov/Vendor-information/affidavit-work-authorization-annual-renewal

3.4.5 The Contractor shall ensure that its subcontractors comply with section 285.530, RSMo.

3.5 Anti-Discrimination Against Israel Act Contractor Requirements:

3.5.1 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the Contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.

3.5.2 If during the life of the contract, the Contractor's business status changes according to section 34.600, RSMo, then the Contractor shall comply with, complete, and submit to the Department an updated Exhibit **2**, Anti-Discrimination Against Israel Act Certification, which is attached hereto and incorporated by reference as if fully set forth herein.

3.6 Business Registration:

3.6.1 The Contractor must meet the requirements for conducting business in the State of Missouri, prior to performance of services under the contract, and for the duration of the contract. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Such business requirements for formation and operation include, but are not limited to, those in Chapters 347-359, RSMo.

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3.7 Elected or Appointed Officials and Employees:

3.7.1 Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

3.8 Indemnification:

3.8.1 Unless expressly provided by Missouri law to the contrary, pursuant to the Constitution of the State of Missouri, Article III, section 39, subsections 2 and 5, the state shall not indemnify, hold harmless, or agree in advance to defend, any person or entity.

3.9 Legal Proceedings:

3.9.1 For any legal action or other proceedings, per section 27.050 and section 27.060, RSMo, the Missouri Attorney General is given the authority to represent the State of Missouri's interests. The venue for any legal proceeding relating to or arising out of the contract shall be in circuit court for Cole County, Missouri or the United States District Court for the Western District of Missouri, Central Division.

3.9.2 The Contractor and the state agree that if a dispute concerning the contract arises that the parties shall make an attempt to resolve the dispute through informal methods before initiating litigation.

3.9.3 The State of Missouri does not agree to any arbitration. The State of Missouri does not voluntarily agree to the payment of attorneys' fees. The state may, but is not required to, mediate any dispute arising under the contract, and any Vendor provisions requiring mediation or dispute resolution processes shall not be binding upon the state.

3.10 Invoicing and Payment:

3.10.1 Invoicing and payments must follow section 33.120, section 34.055, and section 8.960, RSMo. All payments shall be made in arrears, unless the requirements of 1 CSR 10-3.010 allow for advance payment of goods or services.

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3.11 Non-Appropriation of Funds:

3.11.1 The Contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, have been withheld, or have been restricted, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or authority to spend. This includes, but is not limited to, the provisions of the Mo. Const. Article IV, sections 23, 27, 28 and in sections 33.030 and 33.065, RSMo and 1 CSR 10-3.010 (1)(B).

3.12 Work Outside the United States:

3.12.1 Unless work outside the United States is prohibited, any work performed outside of the United States for the contract must comply with Executive Order 04-09.

3.13 Open Records:

3.13.1 Pursuant to section 610.021, RSMo, the contract and related documents are available for public review. Pursuant to section 610.021, RSMo, responses and related documents shall not be available for public review until after a contract is executed.

3.14 Record Access:

3.14.1 The Contractor shall grant the State Auditor access to records/items as stated in section 29.235, RSMo.

3.15 Taxes:

3.15.1 The Contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax. No contract shall be awarded to a Vendor that does not meet the conditions of section 34.040.7, RSMo.

*******END OF TERMS AND CONDITIONS SECTION*******

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4. GENERAL CONTRACTUAL REQUIREMENTS SECTION

4.1 Contract Amendment:

4.1.1 All changes to the contract must be accomplished by a formal contract amendment executed by both the Contractor and the Department prior to the effective date of such change. No other means shall be used or construed as an amendment or modification to the contract.

4.2 Termination for Convenience:

4.2.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:

a. The Department determines it is not in compliance with program regulations as defined in the WOM, 2 CFR 200, 7 CFR 246 or this contract; or

b. The Department determines, following a review of Contractor credentials, that another Contractor can operate the program more effectively and efficiently; or

c. State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or

d. A change in federal or state law relevant to this contract occurs; or

e. A material change of the parties to the contract occurs; or

f. By request of the Contractor.

4.2.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice.

a. The Department will provide written notice to the Contractor at least sixty (60) calendar days prior to the effective date of such termination.

b. The Department's written notice will include an explanation of the reasons for termination, date of termination and, except in cases of the expiration of the contract, the Contractor's right for appeal as set forth in 7 CFR 246.18.

c. The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.

4.2.3 The Contractor shall be entitled to receive compensation for services and supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

4.3 Cancellation for Breach of Contract:

4.3.1 In the event of material breach of the contractual obligations by the Contractor, the Department may cancel the contract. At its sole discretion, the Department may give the Contractor an opportunity to cure the breach or to explain how the breach will be cured. As specified by the Department, the actual cure must be completed within no more than ten (10) state business days from notification, or at a minimum the Contractor must provide the Department within ten (10) state business days from notification a written plan detailing how the Contractor intends to cure the breach.

4.3.2 If the Contractor fails to cure the breach or if circumstances demand immediate action, the Department will issue a notice of cancellation terminating the contract immediately. If it is determined the Department improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.

4.3.3 If the Department cancels the contract for breach, the Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Department deems appropriate and charge the Contractor for any additional costs incurred thereby.

4.3.4 The Contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated or where the funds are withheld by the governor, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or due to the governor's withholding.

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4.4 Contractor Liability:

4.4.1 The Contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the Contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the Contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

a. The Contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor under the terms of the contract.

b. The Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

c. Under no circumstances shall the Contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state’s records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the Contractor is informed of their possibility.

4.5 Insurance:

4.5.1 The Contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract. Therefore, the Contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured. In

the event any insurance coverage is cancelled, the state agency must be notified at least thirty (30) calendar days prior to such cancellation.

4.5.2 In the event any insurance coverage is cancelled, the state agency must be notified at least thirty (30) calendar days prior to such cancellation.

4.6 Single Point of Contact and Responsibility:

4.6.1 The Contractor shall be the single point of contact and shall be responsible for the contract regardless of any subcontract arrangements.

4.7 Contractor Status:

4.7.1 The Contractor shall be considered an independent Contractor and shall not represent itself, its employees, or its subcontractors to be employees of the State of Missouri. The Contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.

4.8 Subcontractors:

4.8.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the Contractor.

4.8.2 The Contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

4.8.3 The Contractor shall understand and agree that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the Contractor of the responsibility for providing the products/services as described and set forth herein.

4.8.4 Pursuant to subsection 1 of section 285.530, RSMo, no Contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized

alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general Contractor or subcontractor of any tier shall not be liable when such Contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and subcontractor affirmatively states that:

a. The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.

b. The Contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

4.8.5 The Contractor shall be responsible for ensuring that any subawardee(s) and/or subcontractor(s) are appropriately qualified and licensed or certified, as required by state, federal or local law, statute, or regulation, respective to the services to be provided through this contract. The Contractor shall make documentation of such licensure or certification available to the Department upon request.

4.8.6 The Contractor shall notify all subawardee(s) and/or subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.

4.9 Coordination:

4.9.1 The Contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the Contractor progresses, advice and information on matters covered by the contract shall be made available by the Contractor to the state agency throughout the effective period of the contract.

4.10 Monitoring:

4.10.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.

4.10.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the

Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

4.11 Inventions, Patents, and Copyrights:

4.11.1 If any copyrighted material is developed as a result of the contract, the state agency shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for state agency purposes or the purpose of the State of Missouri.

4.12 Confidentiality and Security Documents:

4.12.1 Neither party shall disclose or use any confidential information of the other party, except as reasonably necessary to perform its obligations or to exercise its rights pursuant to the contract or with the other party's prior written permission.

4.12.2 If required by the state, the Contractor must sign specific documents regarding confidentiality, security, or other similar documents that align with the confidentiality and security terms in the contract upon request, concerning the services provided for in the contract, and are consistent with the terms of the contract. The Contractor shall have the opportunity to review, discuss, and approve the documents the Contractor must sign prior to signature. The Contractor shall ensure that its personnel, its subcontractors, and its subcontractors' personnel adhere to the confidentiality and security required by the contract. Failure of the Contractor to sign such documents absent a good faith basis may be considered a breach of contract and subject to the cancellation provisions of this document.

4.12.3 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the state agency or that the Contractor establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the state agency and the patient/client or the patient's/client's parent or legal guardian unless such disclosure is required by law.

a. The Contractor assumes liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's/provider's subcontractors and employees.

b. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated under HIPAA, including but not limited to the Federal Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164, the "Privacy Rule"), the Security Standards for the Protection of Electronic Protected Health Insurance (45 CFR part 164, subpart C, the "Security Rule"), and Breach Notification for Unsecured Protected Health Information (45 CFR Parts 160 and 164, the "Breach Notification Rule").

4.12.4 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri Law.

4.12.5 The Contractor shall maintain strict confidentiality of all applicant, participant or family member(s) information or records supplied to it by the Department or that the Contractor creates as a result of contract activities in accordance with WOM policy 8.1.010. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, applicant, participant, participant's family member(s), or legal guardian. The Contractor agrees it will assume liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's subcontractors and employees. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

4.12.6 If the Contractor or subcontractor suspects that a theft, breach or exposure of WIC data or PII has occurred, the Contractor or subcontractor must immediately provide a description of the incident via email to WICHelpDesk@health.mo.gov or by calling the WIC Help Desk at 800-554-2544. This email address and phone number are monitored by Department staff, who will inform the Office of Administration Information Technology Services Division (ITSD) team in accordance with WOM policy 3.1.040.

The Contractor shall work with Department staff and ITSD until a resolution is obtained.

4.12.7 The Contractor shall ensure applicant and participant data is secure and kept confident.

a. The Contractor's agency administrator or WIC coordinator shall perform a monthly review to ensure WIC APPLICATIONS user access is limited to staff requiring access for their WIC role. The Contractor's designated local security officer (LSO) shall submit an ASAP request at https://healthapps.dhss.mo.gov/asap_web/AsapLogin.aspx to modify user access upon a change of staff role or termination of employment.

b. The Contractor shall protect user access to WIC data systems and shall not share passwords in compliance with WOM policy 3.1.040.

4.13 Force Majeure:

4.13.1 Neither the state nor the Contractor shall be liable to the other for any failure or delay of performance of any obligations hereunder when such failure or delay shall have been wholly or principally caused by acts or events beyond the state's or Contractor's reasonable control. Both parties shall make all reasonable efforts to remove or eliminate such a cause of delay or default. Any party must give written notice of any Force Majeure event to the other party within a reasonable time period after its occurrence in order to receive the liability protections of this paragraph.

4.14 Actions, Suits, or Proceedings:

4.14.1 The Contractor must notify the State of Missouri immediately if the Contractor becomes aware of any action, suit, or proceeding, pending or threatened that will have a material adverse effect on Contractor's ability to fulfill the obligations under the contract. The Contractor's public filings with the United States Securities and Exchange Commission (SEC) shall meet the notice requirement set forth herein.

4.14.2 Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the Department immediately.

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4.15 Warranties and Representations:

4.15.1 The Contractor expressly warrants that all supplies and/or services provided shall:

a. conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the Department,
b. be fit and sufficient for the purpose expressed herein,
c. for any goods provided, be merchantable,
d. be of good materials and workmanship, and
e. be reasonably free from defect.

4.15.2 Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said supplies and/or services.

4.16 Conflict of Interest:

4.16.1 The Contractor agrees that during the term of the contract neither the Contractor nor any of its employees or subcontractors shall acquire any other contractual relationships which create any actual or perceived conflict of interest.

4.17 Remedies and Rights:

4.17.1 No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future contractual right and/or contractual remedy available by law in the event of any claim by the State of Missouri of the Contractor's default or breach of contract.

4.17.2 The Contractor understands and agrees that the contract shall constitute an assignment by the Contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the Contractor in the fulfillment of the contract with the State of Missouri.

4.17.3 The Contractor understands and agrees that the state reserves the right to consider the Contractor’s failure to perform requirements and commitments specified in the contract in future procurement evaluations.

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4.18 Communications and Notices:

4.18.1 Any notice to the Contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail, or hand-carried and presented to an authorized employee of the Contractor.

4.19 Survivability of Terms:

4.19.1 The contractual provisions as to definitions, indemnity, warranties, confidentiality, ownership, transition, data, security, examination and auditing, third party use, licenses, liability, insurance, governing law, venue, remedy, and assignment shall survive any payment for goods and services, expiration, termination or cancellation of the contract, and shall continue in full force and effect.

******END OF GENERAL CONTRACTUAL REQUIREMENTS SECTION******

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5. SUBMISSION INFORMATION SECTION

5.1 Compliance with Requirements, Terms and Conditions:

5.1.1 The Contractor is cautioned when submitting pre-printed terms and conditions or other types of material to ensure such documents do not contain terms and conditions that conflict with those herein and the contractual requirements.

5.1.2 Business Compliance Requirements: Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits, Contractors are encouraged to IMMEDIATELY begin securing these verifications. In order to be considered eligible for award of a contract, the Contractor must be in compliance with the laws regarding conducting business in the State of Missouri and provide the applicable documentation prior to the award of a contract. Contractor's failure to complete the pre-work necessary for submission of completed business compliance exhibits identified below prior to submission may result in delays for the award of a contract. In order to verify the Contractor's compliance, the state will review the Contractor's response to the following Business Compliance Exhibits:

a. Business Compliance Exhibit **1**, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, which is attached hereto and incorporated by reference as if fully set forth herein - Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo, definition of a "business entity" (https://revisor.mo.gov/main/OneSection.aspx?section=285.530#:%7E:text=285.530.,liability%20of%20contractors%20and%20subcontractors), the Contractor must affirm the Contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit **1**, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

b. Business Compliance Exhibit **2**, Anti-Discrimination Against Israel Act Certification - Pursuant to section 34.600, RSMo, if the Contractor meets the section 34.600, RSMo, definition of a "company" (https://revisor.mo.gov/main/OneSection.aspx?section=34.600) and the Contractor has ten or more employees, the Contractor must certify in writing that the Contractor is not currently engaged in a boycott of goods or services from the

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State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel for the duration of the contract.

c. General Business Compliance - The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor certifies by signing the signature page that the Contractor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. Likewise, the Contractor shall remain in compliance with such laws for the duration of the resulting contract. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:

1) Taxes (e.g., city/county/state/federal)
2) State and local certifications (e.g., professions/occupations/activities)
3) Licenses and permits (e.g., city/county license, sales permits)
4) Insurance (e.g., worker's compensation/unemployment compensation)

d. Each response will be reviewed for business compliance with the laws regarding conducting business in the state of Missouri.

******END OF SUBMISSION INFORMATION SECTION******

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ATTACHMENT A
CERTIFICATIONS AND SPECIAL PROVISIONS

The Contractor shall comply with applicable Federal Funds Requirements, as amended by the federal government, which may include some or all of the paragraphs contained in herein.

1. Federal Debarment and Suspension (Executive Orders 12549 and 12689) - The Contractor certifies by signing the front page of this document that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal Department or agency pursuant to 2 CFR Part 180, or any other applicable law.

2. Applicable Laws and Regulations and Public Policy Requirements - In performing its responsibilities under the contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR, Chapter 1, Chapter, II, Part 200, et al.), as applicable, including any subsequent amendments.

    a. The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through the contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination.

3. Stevens Amendment - The Contractor shall not issue any statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal funds without the prior approval of the state agency, and the Contractor shall clearly state the following:

    a. The percentage of the total costs of the program or project that will be financed with federal money;
    b. The dollar amount of federal funds for the project or program; and
    c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

4. Publicity - Any publicity releases and publications mentioning contract activities shall reference the contract number and the state agency. The Contractor shall obtain approval from the state agency prior to the release of such publicity release or publications.

a. Notwithstanding subparagraph 1 of this section, in the event the Contractor is a university and intends to create a scholarly publication using materials created for the Department under this project, the Contractor shall provide the Department with the opportunity to review and to provide comment on the proposed publication. At the Department's request, Contractor will insert a disclaimer in any publication that says the publication does not necessarily reflect the views or opinions of the Department. Any such publication created by the Contractor shall contain acknowledgment of the Department's sponsorship as required by 48 CFR § 52.227-14(c).

5. Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements - The Contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements" and any implementing regulations, as applicable.

6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Certification Regarding Lobbying - The Contractor shall comply with all requirements of 31 U.S.C. 1352 that is incorporated herein as if fully set forth.

a. The Contractor certifies by signing the first page of the document that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 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, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. The Contractor certifies that no funds under the contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State or local legislature or legislative body. The Contractor shall not use any funds under the contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

c. The Contractor certifies that no funds under the contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who

engages in any activity designed to influence the enactment of legislation or appropriations proposed, or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.

d. The above prohibitions include any activity to advocate or promote any proposed, pending, or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

e. 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 any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

1) The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

a) Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

2) 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 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

7. Drug Free Workplace Act - The Contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor shall report any conviction of the Contractor's personnel under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. A report of a conviction shall be made to the state agency within five (5) working days after the

conviction. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
Jefferson City, Missouri 65102-0570

8. Pro-Children Act - The Contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081).

   a. The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds.

      1) The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

   b. The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

   c. The Contractor shall require the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly.

   d. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to $1,000.00 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

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9. Contractor Whistleblower Protections:

   a. The Contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a Contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

   b. The Contractor's employees are encouraged to report fraud, waste, and abuse. The Contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

   c. The Contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

10. Human Rights and Affirmative Action:

   a. The Contractor shall comply with all federal and state statutes, regulations, and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to the following:

      1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) that prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act that prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

      2) Equal Pay Act of 1963 (P.L. 88-38, as amended, 29 U.S.C. Section 206(d));

      3) Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) that prohibits discrimination on the basis of sex;

      4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and Americans with Disabilities Act Amendments Act of 2008 (Public Law 110-325, "ADAAA") which prohibit discrimination on the basis of disabilities;

5) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) that prohibits discrimination on the basis of age;

6) Genetic Information Non-Discrimination Act (GINA)

7) Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements; and

8) The requirements of any other nondiscrimination federal and state statutes, regulations, and executive orders that may apply to the services provided via the contract.

b. In connection with the furnishing of equipment, supplies, and/or services under the contract, the Contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the Contractor or subcontractor employs at least 50 persons, the Contractor shall have and maintain an affirmative action program that shall include:

1) A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;

2) The identification of a person designated to handle affirmative action;

3) The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;

4) The exclusion of discrimination from all collective bargaining agreements; and

5) Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

c. If discrimination by a Contractor is found to exist, the Division of Purchasing shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Division of Purchasing until corrective action by the Contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

11. Clean Air Act and Federal Water Pollution Control Act - The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*).

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ATTACHMENT B
SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions. Upon award of the contract, the state agency will provide the Contractor the federal fund information. In the event the federal fund information changes, the Contractor will be notified in writing by the state agency.

1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at https://health.mo.gov/information/contractorresources/ for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.

1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments.

1.3 If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.

1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth. https://www.hhs.gov/grants-contracts/grants/grants-policies-regulations/index.html.

1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within ninety days of notification by the Department to return such funds.

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1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.

1.7 The Contractor shall promptly notify the Department in writing when there is credible evidence of a violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure to make required disclosures may result in the Department taking action as described in 2 CFR § 200.339 Remedies for Noncompliance.

1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:

1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or

1.8.3 Use forced labor in the performance of the award or subawards under the award.

1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.

1.9 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.

1.10 The Contractor shall provide its Unique Entity Identifier (UEI) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its UEI number. The Department shall withhold the award of this contract until the Contractor submits the UEI number to the Department and the Department has verified the UEI number.

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1.11 Equipment

1.11.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than $5,000. The repair and maintenance of purchased equipment will be the responsibility of the Contractor. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Contractor is less than $10,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than $10,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.

1.11.2 Equipment purchased by the Department and placed in the custody of the Contractor shall remain the property of the Department. The Contractor must ensure these items are safeguarded and maintained appropriately and return such equipment to the Department at the end of the program.

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ATTACHMENT C
BUDGET PAGE

Joplin City Health Department

The Contractor shall be reimbursed for actual expenses incurred up to the amount displayed in the Local Agency Plan.

Contract Dollars

1. WIC Breastfeeding (Special Breastfeeding Funding 1, Attachment D)*	$8,500.00
2. WIC Breastfeeding Peer Counseling (Special BFPC Funding 2, Attachment D)*	$40,534.00
3. Breastfeeding Friendly Incentive (Special Breastfeeding Funding 3)*	$29,000.00
4. WIC Modernization (Special Funding 4)*	$0.00
5. Program Enhancement (Special Funding 7)*	$0.00

*only for approved LAs

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ATTACHMENT D
WIC: Local Agency Breastfeeding Peer Counseling Program

1. Breastfeeding Peer Counseling (BFPC) Program Deliverables:

1.1 The Contractor shall have a BFPC Program Coordinator who: is responsible for the oversight of the program; plans and monitors the program activities; conducts in-service sessions and regular meetings; and recruits, hires, orients, supervises peer counselor(s) and submits required reports per WIC Operations Manual (WOM) policy 2.2.020.

1.2 The Contractor shall have a designated breastfeeding expert (DBE) who: acts on referrals from peer counselors and other WIC staff regarding complex breastfeeding situations; provides follow-up breastfeeding support to participants; and assesses and counsels mothers and infants with complex breastfeeding situations.

1.3 The Contractor shall have at least one peer counselor who: is able to discuss benefits of breastfeeding; encourages breastfeeding; provides culturally appropriate support; provides encouragement to prenatal and breastfeeding women; and serves as role model during the contract period.

1.4 The Contractor shall schedule the peer counselor(s) so that a recommended fifty percent or more of their total contacts are face-to-face interactions with participants, such as a clinic visit, home visit or hospital visit.

1.5 The Contractor shall send the BFPC Program Coordinator or designated staff to the BFPC training sessions and meetings provided by the Department.

1.6 The Contractor shall conduct BFPC training sessions for its WIC staff and peer counselors as instructed by the Department.

1.7 The Contractor shall comply with WOM policies 2.1.040 through 2.2.080.

1.8 The Contractor shall manage an electric breast pump loan program per WOM policy 2.1.030.

2. Budget/Allowable Costs:

2.1 The Contractor shall use the allocated funds only for the BFPC program as set forth in the Department's Guidelines for Allowable Items for Reimbursement (Attachment E), which is attached hereto and incorporated by reference as if fully set forth herein.

2.2 The Department reserves the right to reallocate BFPC funds at the end of the second quarter if the Contractor has spent less than forty-eight percent of the allocated funds or at the end of

the third quarter if less than seventy-three percent has been spent. The Contractor will be given 30 days prior written notification of any reallocation.

3. Documentation:

3.1 The Contractor shall require all peer counselors to document BFPC contacts in MOWINS or SPIRIT Web and on the Department approved contact logs when working outside the clinic per WOM policy 2.2.050.

4. Reports/Invoicing:

4.1. The Contractor shall enter expenditures on the specified area of the online WIC invoice according to funding allocated in the contract and submit monthly.

4.1.1 The Contractor shall enter expenditures for allowable items on the online WIC invoice form under Special Funds. Invoice Special Funding 1 Breastfeeding.

4.1.2 The Contractor shall enter expenditures for allowable items on the online WIC invoice form under Special Funds. Invoice Special Funding 2 Breastfeeding Peer Counseling.

4.1.3 The Contractor shall request approval from the State BFPC Program Coordinator for expenditures that were not approved on the Local Agency Plan (LAP) budget in WebGrants for either Special Funding 1 or Special Funding 2 Breastfeeding Peer Counseling prior to purchase.

4.2 The Contractor shall submit to the Department, by the 11th of the month following the previous quarter, the Missouri WIC Breastfeeding Peer Counselor Activity Report per WOM policy 2.2.050, and verify that it accurately reports the number of contacts made by the peer counselor(s). Failure to submit reports each month may result in the Department withholding funds until the report is submitted or disqualification from the program.

5. Special Provisions:

5.1 All material developed with BFPC funds shall be the property of the Department.

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ATTACHMENT E
Guidelines for Allowable Items for Reimbursement
Missouri Breastfeeding Peer Counseling Program (BFPC)

Categories	Special BFPC Funding 1
Wages, Salary and Benefits	▪ A rate at or above minimum wage. ▪ Hours for providing peer counseling services, attending meetings and trainings. ▪ Hours for managing the program, including supervision. ▪ The majority of the total of Special BFPC Funding 1&2 should be used for peer counselor salary.
Other Program Expenses	▪ All expenses listed below for Special BFPC Funding 2 and any additional expenses necessary to manage an effective BFPC Program. ▪ Includes items that can be given to participants, such as breastfeeding supplies and literature.

Categories	Special BFPC Funding 2
Wages, Salary and Benefits	▪ A rate at or above minimum wage. ▪ Hours for providing peer counseling services, attending meetings and BFPC program trainings provided by the state agency. ▪ Hours for managing the program, including supervision. ▪ Hours for the designated breastfeeding expert to follow-up with referrals made from the peer counselor for breastfeeding problems outside of the peer counselor's scope of practice. ▪ The majority of the total of Special BFPC Funding 1&2 should be used for peer counselor salary.
Office Costs and Supplies	▪ Nametags for peer counselors. ▪ Breastfeeding resources, such as breast models, breastfeeding books and dolls. ▪ Outreach materials to promote services through BFPC and recruit peer counselors.
Training and Retention	▪ Cost for conducting training sessions or in-services to peer counselors, including cost of training materials. ▪ Cost of attending the BFPC training sessions in Jefferson City for program coordinators. ▪ Cost of attending regional peer counseling trainings, quarterly meetings, BFPC conferences and other approved training, including meals, lodging, mileage and other approved expenses. ▪ Recognition items for peer counselors, such as t-shirts.
Travel	▪ Costs incurred for traveling to and from hospital and home visits, or satellite clinics. ▪ Costs incurred for travel for outreach activities.
Telephone and Mail	▪ Cost of a cell phone or cost of making phone contacts while providing peer counseling services. ▪ Cost for mailing and postage.
Indirect	▪ Shared costs related to providing a peer counseling program.
Other Program Expenses	▪ Expenses must be used to support the work of the peer counselor. ▪ Items that are distributed to participants are not allowed under Special BFPC Funding 2.

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BUSINESS COMPLIANCE EXHIBITS

Instructions: In order to be awarded a contract, the Contractor must be in compliance with the laws regarding conducting business in the State of Missouri.

The Contractor certifies by signing the signature page of this original document that the Contractor and any subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The Contractor shall provide documentation of compliance with the Contractor's response and upon request by the Department.

- Business Compliance Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
- Business Compliance Exhibit 2, Anti-Discrimination Against Israel Act Certification

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BUSINESS COMPLIANCE EXHIBIT 1,
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:
The Contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

BOX A:	To be completed by a non-business entity as defined below.
BOX B:	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at https://www.e-verify.gov/.
BOX C:	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, Contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities, out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

(Complete Box A if you are a non-business entity as defined above)

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

☐- I am a self-employed individual with no employees; **OR**

☐- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under this contract and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name (if applicable)	Date

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BUSINESS COMPLIANCE EXHIBIT 1,
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION - CONTINUED

(Complete Box B if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

Authorized Business Entity Representative's Name (Please Print)	*Authorized Business Entity* Representative's Signature
Business Entity Name	Date
E-Mail Address	

As a business entity, the Contractor must perform/provide each of the following. The Contractor should check each to verify completion/submission of all of the following:

☐- Enroll and participate in the E-Verify federal work authorization program (Website: https://www.e-verify.gov/; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

☐- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the **E-Verify Employment Eligibility Verification page listing the Vendor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the Vendor's name and the MOU signature page completed and signed**, at minimum, by the Vendor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the Vendor's name and company ID, then no additional pages of the MOU must be submitted;

AND

☐- Submit a **completed, notarized Affidavit of Work Authorization** provided on the next page of this Exhibit.

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BUSINESS COMPLIANCE EXHIBIT 1,
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION - CONTINUED

AFFIDAVIT OF WORK AUTHORIZATION:

The Contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature	Printed Name
Title	Date
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this _____ (DAY) of _____ (MONTH, YEAR). I am commissioned as a notary public within the County of _____ (NAME OF COUNTY), State of _____ (NAME OF STATE), and my commission expires on _____ (DATE).

Signature of Notary	*Date*

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BUSINESS COMPLIANCE EXHIBIT 1,
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION - CONTINUED

(Complete Box C if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E**-Verify Employment Eligibility Verification page OR** a page from the **E-Verify Memorandum of Understanding (MOU)** listing the Vendor's name and the MOU signature page completed and signed by the Vendor and the Department of Homeland Security – Verification Division
- ✓ A **current, notarized Affidavit of Work Authorization** (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** to Which Previous E-Verify Documentation Submitted:

_____

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____ (if known)

Authorized Business Entity Representative's Name (Please Print)	*Authorized Business Entity* Representative's Signature
Business Entity Name	Date
E-Mail Address	E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Procurement officer	Date

WIC: Local Agency Nutrition Services

BUSINESS COMPLIANCE EXHIBIT 2, ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services "unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel."

Exceptions: The statute provides two exceptions for this certification: 1) "contracts with a total potential value of less than one hundred thousand dollars" or 2) "contractors with fewer than ten employees." Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

Boycott Israel and Boycott of the State of Israel: engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Company: any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

Public Entity: the state of Missouri or any political subdivision thereof, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state created by or in accordance with state law or regulations.

Certification - The Contractor must therefore certify their current status by completing either Box A, Box B, Box C, or Box D on the next page of this Exhibit.

BOX A:	To be completed by any Contractor that does not meet the definition of "company" above, hereinafter referred to as "Non-Company."
BOX B:	To be completed by a Contractor that meets the definition of "Company" but has less than ten employees.
BOX C:	To be completed by a Contractor that meets the definition of "Company" and has ten or more employees.
BOX D:	To be completed by a Contractor that meets the definition of a "Public Entity".

WIC: Local Agency Nutrition Services

BUSINESS COMPLIANCE EXHIBIT 2,
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION - CONTINUED

BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Department at that time.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Entity Name	Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Department at that time.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name	Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name	Date

WIC: Local Agency Nutrition Services

BUSINESS COMPLIANCE EXHIBIT 2,
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION - CONTINUED

BOX D – PUBLIC ENTITY	
I certify that _____ (Entity Name) is a public entity as defined in section 34.600, RSMo, and is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.	
Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name	Date

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at https://www.vendorservices.mo.gov/. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking #	58262	**State:** 0%	$0.00	**Federal:** 100%	$749,294.00
Contract Title:	WIC LOCAL AGENCY NUTRITION SERVICES				
Contract Start:	10/1/2025	**Contract End:**	9/30/2026	**Amend#:** 00	**Contract #:**
Vendor Name:	JOPLIN CITY HEALTH DEPARTMENT				

CFDA:	10.557	**Research and Development:**	N		
CFDA Name:	SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN				
Federal Agency:	DEPARTMENT OF AGRICULTURE / FOOD AND NUTRITION SERVICE				
Federal Award:	3MO700804-24				
Federal Award Name:	WIC BREASTFDNG PEER CO				
Federal Award Year:	2025	**DHSS #:**	25BRSTFEDWIC	**Federal Obligation:**	$40,534.00

CFDA:	10.557	**Research and Development:**	N		
CFDA Name:	SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN				
Federal Agency:	DEPARTMENT OF AGRICULTURE / FOOD AND NUTRITION SERVICE				
Federal Award:	*				
Federal Award Name:	*				
Federal Award Year:	2026	**DHSS #:**	26WIC	**Federal Obligation:**	$708,760.00

*** The Department will provide this information when it becomes available.**

Project Description:

2026 contracts with Women Infant and Children (WIC) local agencies in Missouri to provide WIC and Nutrition Services to participants. Amounts below are estimates only at this time.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-131 – Construction Agreement for Justice Center Sidewalks 2025.

MEETING DATE
July 21, 2025

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
CB 2025 - 131 Ordinance; Bid Summary, Construction Agreement, Location Map

REVIEWED BY
Director of Public Works, Daniel Johnson; Director of Finance, Leslie Haase; City Attorney, Peter Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This Council Bill authorizes a purchase order with Goins Enterprises Inc. in the amount of One Hundred Fifty-Two Thousand Five Hundred Seventeen 00/100 Dollars ($152,517.00) for repair of sidewalks around the Justice Center.

BACKGROUND
The Justice Center had work items identified that needed to be performed for general upkeep and maintenance of facilities. Some of these items were funded through the ARPA funding that the City received. Projects such as window replacement and electrical, HVAC, and Plumbing Improvements were included in these projects. Some of these projects came in under the estimates leaving some ARPA funding that was dedicated to Justice Center projects unallocated. In order to utilize all the available ARPA funding, a project to repair existing sidewalks around the Justice Center was chosen to be performed through the Justice Center Sidewalks 2025 contract. These sidewalks were identified as needing repair for ADA compliance and for safety by staff and meets goals laid out in the City's ADA Transition Plan for removing accessibility barriers to City facilities.

FUNDING SOURCE
This is included in the FY 2025 Budget in the Capital Improvement Sales Tax Fund and is being partially funded through ARPA.

RECOMMENDATION
Staff recommends approval of this Council Bill on first reading.

BID TABULATION

PROJECT: Justice Center Sidewalks 2025

DATE OF BID OPENING: July 9, 2025

CONTRACTOR	BID
Goins Enterprises	$152,517.00
Sprouls Construction, Inc.	$255,725.00
Engineer’s Estimate	$156,959.30

AGREEMENT
BETWEEN
CITY OF JOPLIN AND Goins Enterprises, Inc.

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Address:	
Attention:		Attention:	
Department:		Phone:	Fax:
Phone: 417.624.0820 ext:	Fax: 417.624.4620	Project: Justice Center Sidewalks 2025	

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

JUSTICE CENTER SIDEWALKS 2025

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 30 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time, the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the

City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to always maintain adequate insurance coverage during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main Street, Joplin, MO 64801

Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php)

As of January 1, 2025, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation…. Statutory coverage per RSMo 287.010 et seq

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being The City of Joplin, and

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

f. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

g. Notice. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

h. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. Performance, Labor, and Materials Payment Bond. Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $152,517.00 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects.
By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

c. Does not have a proposed debarment or suspension pending.

d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5.2 By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

6. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

7. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $1000.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

9. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

10. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

11. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

12. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights, or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

13. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge, or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees, or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

16. Contract Documents. The contract documents shall consist of the following:

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Proposal
g. Statement of Bidder's Qualifications

h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of One Hundred Fifty-Two Thousand Five Hundred Seventeen and 00/100 ($152,517.00) dollars, said amount being subject to any approved addenda or change order.

17. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

18. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

19. Assignment. Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

20. Nondiscrimination. Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

21. Nonresident/Foreign Contractors. Contractor shall procure and maintain during the life of this contract:

a. If Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

23. Records and Audits. Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three years after the expiration of this Contract.

24. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

25. Interest of Contractor and Employees. Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

28. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

29. City Benefits. Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

30. Occupational License: Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

32. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

33. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

34. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

35. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR: Goins Enterprises, Inc.

By:

_____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

_____
Daniel Johnson, P.E., Public Works Director

CONTRACTOR'S BOND NO.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That

(Goins Enterprises, Inc.)

a Corporation, hereinafter called Principal, and

_____

(Name of Surety)

_____

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

THE CITY OF JOPLIN, MISSOURI
602 S. MAIN STREET, JOPLIN, MO 64801

hereinafter called OWNER, in the total aggregate penal sum of One Hundred Fifty-Two Thousand Five Hundred Seventeen and 00/100 DOLLARS ($152,517.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

JUSTICE CENTER SIDEWALKS 2025

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, or any extensions thereof, which may be granted by the OWNER, with or with-out notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment of the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

IN WITNESS, whereof, this the _____ day of _____, 20____.

ATTEST: (SEAL)

_____ _____
Secretary Principal

Approved as to form this _____ day

of _____, 20____. By _____
Signature

_____ By _____
Peter Edwards, City Attorney Printed Name/Title

ATTEST: (SEAL)

_____ _____
Secretary Surety

Approved this _____ day of

_____, 20_____. By _____
Signature

_____ By _____
Leslie Haase, Director of Finance Printed Name/Title

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

CONTRACTOR'S BOND NO.
FOR CITY CONTRACTS
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

(Goins Enterprises, Inc.)

a Corporation, hereinafter called Principal, and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

THE CITY OF JOPLIN, MISSOURI
602 S. MAIN STREET, JOPLIN, MO 64801

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of One Hundred Fifty-Two Thousand Five Hundred Seventeen and 00/100 DOLLARS ($152,517.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20___, a copy of which is hereto attached and made a part hereof for the construction of:

JUSTICE CENTER SIDEWALKS 2025

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal or coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, all insurance premiums on said work, and for all labor cost incurred in such WORK including the stipulation in said contract requiring the payment of not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri or by final judicial determination of the Courts of the State of Missouri, including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, any persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commended hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need to be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction thereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan documents shall include any alteration, addition, extension or modification of any character whatsoever.
PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS, whereof, this the _____ day of _____, 20____.

ATTEST: (SEAL)

_____
Secretary

_____
Principal

Approved as to form this _____ day

of _____, 20____.

By _____
Signature

_____
Peter Edwards, City Attorney

By _____
Printed Name/Title

ATTEST: (SEAL)

_____
Secretary

_____
Surety

Approved this _____ day of

_____, 20_____.

By _____
Signature

_____
Leslie Haase, Director of Finance

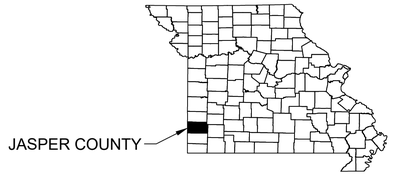
By _____
Printed Name/Title

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

NEW SIDEWALK IMPROVEMENTS
FOR THE CITY OF JOPLIN JUSTICE CENTER
LOCATED AT 303 E. 3RD STREET JOPLIN, MO. 64801





MISSOURI ONE CALL SYSTEM, INC.
1-800-344-7483
STOP CALL BEFORE YOU DIG!

Justice Center Sidewalk Improvements.dwg

JOPLIN MISSOURI	CITY OF JOPLIN, MISSOURI PUBLIC WORKS DEPARTMENT DIVISION OF ENGINEERING	ADDRESS: 602 S MAIN ST 64801 PH NO: 417-624-0820 EXT 1530 FAX NO: 417-625-4738 E-MAIL: DJOHNSO1@JOPLINMO.ORG	REV DATE: 00/2025	REVISION: PROJECT CHECK	SVYD BY: N/A PNT FILE: N/A.TXT SVY DATE: N/A ENGINEER: JOHNSON	ACAD DWG FILE & PATH NAME: STREET\JUSTICE CENTER SCALES: HORZ: NTS VERT: NTS	DWN BY: CPRINGLE CKD BY: JOHNSON APD BY: JOHNSON DATE: 06/2025	PROJECT NEW SIDEWALK IMPROVEMENTS FOR CITY OF JOPLIN JUSTICE CENTER	PLAN NO: 8548 SHEET 1 of 2

Justice Center Sidewalk Imrovements.dwg

S. VIRGINIA AVE.

EXIST. ISLAND AND (1) TREE TO BE REMOVED AND PUT BACK AS 8" FIBER REINFORCED CONC. PAVEMENT APPROXIMATELY 48 SQ. YDS AND INSTALL 43 L.F. OF CURB AND GUTTER CURB IS TO BE PAINTED TRAFFIC YELLOW 43 L.F.

2.00

10.00

REMOVE MARKINGS AT LAST 3 PARKING STALLS AND CREATE 3 NEW STALLS AS SHOWN MATCH EXISTING STALL DEPTH

PAINT CURB ONLY "TRAFFIC RED" BEGINNING NORTH SIDE OF ADA LANDING TO BUILDING 107 L.F.

TYPE "B" ADA RAMP SEE C.O.J. STANDARD DETAILS APPROXIMATELY 39 SQ. YDS AND 39 LF OF CURB AND GUTTER

PAINT CURB ONLY "TRAFFIC YELLOW" BEGINNING SOUTH SIDE OF ADA LANDING TO ADA LANDING SOUTH 134 L.F.

STOP REMOVAL AND REPLACEMENT OF EXISTING SIDEWALK AT NEWER JOINT AS SHOWN

CONTRACTOR IS TO INSTALL EXPANSION JOINT AT THE BUILDING IN THESE 3 LOCATIONS THIS SHOULD BE INCLUDED IN THE PRICE OF THE 6" SIDEWALK

NOTE:
CONTRACTOR IS TO FIELD VERIFY THAT THE SIDEWALK IS 10'-0" WIDE PRIOR TO ORDERING MATERIAL AT THIS LOCATION.

2'-0" x 10'-0" x ¼" DIAMOND STEEL PLATE REQD. FOR COVER ABOVE TRENCH DRAIN

2'-0 ¼" OPNG.

(2) 3 x 3 x ⅜" STEEL ANGLES 10'-0" IN LENGTH EA. SIDE W/ 1/2" HEADED STUDS 2" MIN. SPACED EVENLY AT 1'-6" o/c BEGINNING IN THE CENTER

6" FIBER REINFORCED CONC. SIDEWALK SEE COJ STANDARD DETAILS

DETAIL 1S2
¾" = 1'-0"

3 FLAG POLE BASES AND (1) DRAIN THIS LOCATION (FIELD VERIFY)

SIDEWALK IN THIS LOCATION IS LOCATED OVER A MECHANICAL ROOM (FIELD VERIFY)

TYPE "D" ADA RAMP SEE C.O.J. STANDARD DETAILS APPROXIMATELY 35 SQ. YDS AND 46 L.F. OF CURB AND GUTTER

PAINT CURB ONLY "TRAFFIC YELLOW" BEGINNING EAST SIDE OF ADA LANDING TO EAST SIDE OF SIDEWALK AT THE EMPLOYEE ENTRANCE 170 L.F.

RETAINING WALL DRAINAGE CONTRACTOR TO INSTALL ¼" DIAMOND STEEL PLATE AT 2' IN WIDTH FLUSH WITH NEW SIDEWALK. CONTRACTOR IS TO ENSURE DRAINAGE TO ROAD BENEATH STEEL PLATE SEE DETAIL 1S2 (FIELD VERIFY)

CONTRACTOR IS TO POUR AROUND EXISTING STRUCTURE AND IS TO PROVIDE CONTROL JOINTS AT RE-ENTRANT CORNERS TO PREVENT SLAB FROM CRACKING (EVALUATE EXISTING SLAB CRACKING)

CONTRACTOR IS TO LEAVE EXISTING ADA RAMP IN PLACE

S. PENNSYLVANIA AVE.

CONTRACTOR IS TO MOVE NO PARKING SIGN SOUTH TO GREEN SPACE THIS LOCATION

CONTRACTOR IS TO REMOVE CONNECTING SLAB

START AT NEWER SIDEWALK AND GO EAST APPROXIMATELY 201 L.F. AS SHOWN

E. 3RD ST.

GRAPHIC SCALE
0 10 20 40
(IN FEET)
1 INCH = 20 FEET

GENERAL NOTES:

1. CONTRACTOR SHALL, AT HIS EXPENSE, SET & MAINTAIN ALL LINE & GRADE STAKES.
2. CONTRACTOR SHALL GRADE ALL EXISTING STREETS, ALLEYS, & DRIVES TO MEET NEW CONST.
3. CONTRACTOR SHALL FIELD VERIFY ALL UTILITY LOCATIONS BEFORE BEGINNING NEW CONST.
4. ALL WORK SHALL CONFORM TO THE CITY OF JOPLIN STD SPECS UNLESS OTHERWISE NOTED.
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE WORK ZONE SAFETY GUIDELINES OF PART VI OF THE MUTCD & WITH THE BARRICADING SECTION OF THE CITY OF JOPLIN SAFETY MANUAL.
6. ALL PEDESTRIAN FACILITIES SHALL CONFORM TO THE APPLICABLE REQUIREMENTS OF THE ADA.
7. CONTRACTOR SHALL, AT HIS EXPENSE, PROVIDE ACCESS TO PRIVATE PROPERTY AT ALL TIMES.
8. CONTRACTOR SHALL, AT HIS EXPENSE, RETAIN THE SERVICES OF A PLS LICENSED IN MISSOURI, WHO SHALL BE RESPONSIBLE FOR RESTORING ANY INCIDENTALLY DAMAGED SURVEY MONUMENTS NOT SCHEDULED FOR REMOVAL AS PART OF CONST PROJECT. CONTRACTOR SHALL NOTIFY THE CITY OF JOPLIN OF ANY MONUMENTS DAMAGED BY ANY OUTSIDE PARTY.

MISSOURI ONE CALL SYSTEM, INC. 1-800-344-7483 STOP CALL BEFORE YOU DIG!

JOPLIN MISSOURI

CITY OF JOPLIN, MISSOURI
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

ADDRESS: 602 S MAIN ST 64801
PH NO: 417-624-0820 EXT 1530
FAX NO: 417-625-4738
E-MAIL: DJOHNSO1@JOPLINMO.ORG

REV DATE:	REVISION:
00/2025	PROJECT CHECK

SVYD BY: N/A
PNT FILE: N/A.TXT
SVY DATE: N/A
ENGINEER: JOHNSON

ACAD DWG FILE & PATH NAME: STREET\JUSTICE CENTER
SCALES: HORZ: 1" = 20' VERT: N/A

DWN BY: CPRINGLE
CKD BY: JOHNSON
APD BY: JOHNSON
DATE: 06/2025

PROJECT
NEW SIDEWALK IMPROVEMENTS FOR CITY OF JOPLIN JUSTICE CENTER

PLAN NO: 8548
SHEET
2 of 2

COUNCIL BILL NO. 2025-131 **ORDINANCE NO**

AN ORDINANCE approving a construction agreement with Goins Enterprises in the amount of One Hundred Fifty-Two Thousand Five Hundred Seventeen and 00/100 dollars ($152,517.00) for the Justice Center Sidewalks 2025 project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, as follows:

Section 1. That the construction agreement between the City of Joplin and Goins Enterprises in the amount of One Hundred Fifty-Two Thousand Five Hundred Seventeen and 00/100 dollars ($152,517.00) for the Justice Center 2025 project, a true and accurate copy of said agreement being attached hereto; be the same and is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid out of the Capital Improvement Sales Tax.

Section 4. That this Council Bill shall have an effective date of August 5, 2025.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2025 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2025-131 **ORDINANCE NO**

I hereby certify that a sufficient amount is available in Capital Improvement Sales Tax to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance