JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, SEPTEMBER 18, 2023
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. 32nd Street Place Development Update

      Documents:

      THEATER OVERVIEW.PDF

   2. Beautification And Trees Update

      Documents:

      TREES AND BEAUTIFICATION PRESENTATION.PDF
      MAIN STREET ARBORIST REPORT.PDF
      2023 CITY OF JOPLIN TREE PLANTING MAINTENANCE POLICY.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

   1. Jennifer Shotwell Requested To Speak On Update From The Area Agency On Aging, Region X-Joplin Senior Center. Data, Stats, Services From FY2023: How We Have Made An Impact On The Older Adult Population This Past Year.

   2. Vicki Gray Requested To Speak On Municipal Code Clarity And Notification Procedures Of Code Enforcement (Neighborhood Improvement)

3. Maurice Filson Requested To Speak On Motorcycles And Unnecessary Deaths
4. Kathy Martin Requested To Speak On Homeless Issues

7. Public Hearings

8. Consent Agenda

1. Minutes Of The September 5, 2023, City Council Meeting

   Documents:

   SEPT 5, 2023 MINUTES.PDF

2. COUNCIL BILL NO. 2023-139
   AN ORDINANCE approving a work authorization with Allgeier, Martin, and Associates in the not to exceed amount of Four Hundred Ninety-Five Thousand and 00/100 Dollars ($495,000.00) for professional engineering services associated with the 20th & Malang Lift Station improvements project on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

   Documents:

   CB2023-139.PDF

3. COUNCIL BILL NO. 2023-284
   AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2023, through October 31, 2024, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, as the City of Joplin has been designated to conduct transportation planning programs for the Joplin Area Transportation Study Organization; authorizing the City Manager or his designee to execute said Agreement for the City.

   Documents:

   CB2023-284.PDF

9. Resolutions

1. RESOLUTION NO. 2023-013
   A RESOLUTION approving a modification to the City of Joplin Purchasing Policy.

   Documents:

RESOLUTION 2023-013 SUMMARY APPROVAL OF PURCHASING POLICY MODIFICATION.PDF
RESOLUTION 2023-013 APPROVING PURCHASING POLICY MODIFICATION.PDF
PURCHASING POLICY SEPTEMBER 2023 EXHIBIT A.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2023-366
AN ORDINANCE approving the contract by and between the City of Joplin and USA Demolition for the demolition of the structure(s) and clearing of a lot located at 2119 Manitou St. in the City of Joplin, Missouri, for Six Thousand Four Hundred Ninety dollars ($6,490.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

SUMMARY (GREEN)CB 2023-366 MANITOU.PDF
BID SHEET 2119 E. MANITOU ST. .PDF
PRESENTATION1CB 2023-366 MANITOU.PDF
CB 2023-366 MANITOU.PDF

2. COUNCIL BILL NO. 2023-452
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, 2023 and running through September 30, 2024, for the amount of up to Seven Hundred Three Thousand, Eight Hundred Ninety One Dollars and no Cents ($703,891.00), 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: and containing an emergency clause.

Documents:

CB2023-452-SUMMARY SHEET.PDF
CB2023-452-COUNCIL BILL.PDF
CB2023-452-SUPPLEMENTAL ITEM CONTRACT.PDF

11. Ordinances - First Reading

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

1. Confirm Boards And Commissions Appointments

2. Vote To Go Into Closed Session, Which Shall Pertain To The Hiring, Firing, Disciplining, Or Promotion Of An Employee Or Particular Employees Of A Governmental Body Involving Personal Information As Set Forth In Section

610.021(3) RSMo, As Amended, 2020, More Specifically For The Purpose Of Evaluating Certain Council Employees. 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.

Notice posted at 12:00 p.m. on this 14th day of September 2023. (RSMo 610.020)

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.

B&B Theatre Project Overview – Joplin, MO

- Woodsonia Real Estate, through affiliated entity Woodsonia Joplin, LLC, is partnering with B&B Theatres to bring a new, state of the art theatre and entertainment experience to Joplin.
- The building will include 8 screens, restaurant/bar area, arcade and additional entertainment area.
- All amenities will be state of the art with the theatre portion containing reclining seats, large screen formats and MXD4 experience
- The theatre will be located on the SEC of 32nd Street & Hammonds Blvd. in Joplin.
- Location is within a new mixed use project, developed by Woodsonia, called 32nd Street Place.
- In addition to the new theatre, this project also includes a new Menards Home Improvement store (expected opening 2024) and 250 new apartment units (opening Q1 2024).
- The theater will be professionally managed by B&B Theatres which is the third largest movie chain in the county. Woodsonia will own the business and real estate
- There is a major void in the Joplin market for new, modern theatres which this location will fill.
- The theatre industry has bounced back very strongly since the peak of the COVID Pandemic and is expected to reach pre-pandemic levels in 2024 and surpass those levels moving forward





About Woodsonia

Woodsonia Real Estate is based in Omaha, Nebraska and has over 60 years combined experience in real estate development. We currently own and self-manage a portfolio of over 60 properties across the Midwest

In Joplin, we are the master developers for the 32nd Street Place redevelopment (Woodsonia Joplin, LLC) which is a $200 million project bringing a new Menards Home Improvement store to the Joplin market as well as 250 Class A multifamily units (both expected to open Q1 2024) amongst other future additions.

Drew Snyder is the Owner / Founder of Woodsonia and is the majority owner of Woodsonia Joplin, LLC.

Woodsonia
Real Estate Inc

B&B THEATRE LOCATIONS

57 LOCATIONS

529 SCREENS

5TH LARGEST THEATRE CIRCUIT IN AMERICA

LARGEST PRIVATELY HELD THEATRE CHAIN

83% OF SCREENS RECLINERS

14 STATES OF OPERATION

CURRENTLY IN:
FL, GA, IA, KS, MN, MO, MS,
NE, NC, OK, SC, TX, VA, WA



BY LOCATION



BY SCREEN



32nd Street Place – Mixed Use Development

- In addition to the theatre, the overall project also includes a new Menards Home Improvement Store and 250 new multifamily units. Both expected to open in 2024
- The theatre site also sits next to many restaurants, hotels and shopping including Sam's Club.
- Full access to the theatre site from 32nd Street as well as access off of Rangeline Road.



Demand – Market Study

- B&B Theatres conducted a market study which came back very favorable, suggesting a strong demand and lack of competition in the Joplin market. Study highlights included on this slide.
- There is currently only one other theatre in Joplin, Regal Hollywood 14, which does not have the modern experiences B&B Joplin will have.

Regal Hollywood 14 (Joplin, MO)
The Regal Hollywood is a 14-screen theatre located off 201 N. Northpark Lane in north Joplin. It opened in 1998. All auditoriums feature stadium seating with high back cloth seating. At this time, it appears that this theatre offers traditional concession stand items including, popcorn, nachos, hot dogs, candy, soda and more. There is not a kitchen, bar, or a Premium Large Format (PLF) experience in this theatre.

Potential New Competition

There is little risk of new competition. The cities to the north of Joplin are very small outlying communities. It would make very little economic sense for someone to build a theatre there. Directly west are situated smaller cities…until you reach Miami, OK which is over twenty miles away. To the east about twenty five miles is Monett, MO, a small community already home to an existing theatre. To the south there are more outlying communities that are simply too small to support a new movie theatre, with the exception of Neosho, where we operate and own the Neosho Cinema 6. This is a high-performing small-town theatre, but we don't believe it's operation will affect Joplin at all; its been in existence for over twenty years. Because of all of these factors, it would be very difficult for someone to build a theatre that would significantly impact the new Joplin facility. It is important to note that there is an existing theatre in Joplin as we have already mentioned earlier above. There is a chance that Regal could remodel its existing 14-screen theatre to offer recliner seating. They are upgrading several theatres around the country but in most cases don't remodel the entire building to recliner seating and in return frustrate customers on their experience. If they upgrade, we still believe this will not affect ticket revenue for the new theatre.

Proposed Joplin Movie Theatre
Competitive and Demographic Comparison

For this assessment, the Regal Hollywood 14 was used as the basis of comparison, as it is the closest theatre to the site. This theatre's demographic provides the best representation of the potential customer base at a new state-of-the-art facility in south Joplin.

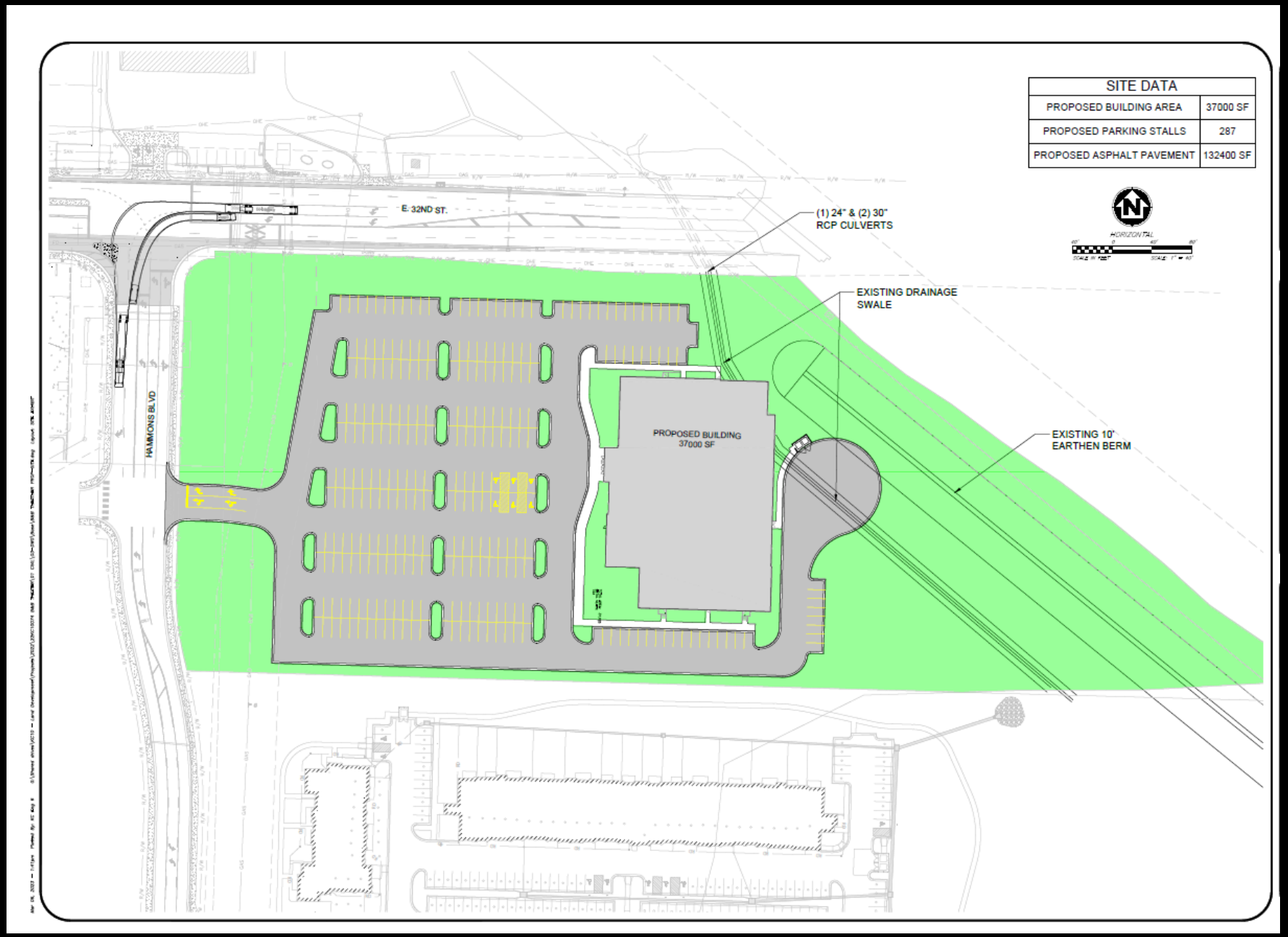
We also used existing B&B Theatres locations in Topeka, KS and Liberty, MO. Topeka was selected because it is one of our newest facilities and enjoys very similar demographics to Joplin. We chose Liberty because it's a newer theatre that offers very similar amenities to the proposed Joplin theatre, and Liberty is overperforming based on its demographic drawing area. All three are fast growing communities. Joplin and Topeka are comparable in drawing area. Liberty is more suburban but has more in-theatre concepts that we would propose here. The competitive and demographic information is presented below:

Theatre	Joplin	Joplin Regal	Topeka	Liberty
Screens	8		9	12
Grand Screens/PLF Screens	1		1	2
Recliner Auditoriums	8		9	12
Other Formats	4		2	4
2018 City Population	52,084	52,084	127,215	30,376
Drawing Area	160,319	160,319	178,539	104,029
Median Age	38.1	38.1	38.6	35.9
Number of Households	65,414	65,414	76,970	37,406
Median Household Income	$51,505	$51,505	$56,387	$74,989
Students in School District	7,630	7,630	15,350	11,300
Upcoming Five Year Growth Rate	1%	1%	1%	5.20%
2019 Gross Ticket Revenue		$ 3,446,894	$ 3,750,000	$ 5,420,291
* MX4D, screenPLAY, Screen X * The Lyric, MAX Relax				
** Boxoffice for Topeka est based on Trailing 12				

Joplin, MO is the thirteenth largest city in the state. In 2000, the drawing area represented 160,319 people. Today, that same drawing area has grown to 166,467 -- a 5% growth rate! While several smaller Missouri communities are shrinking in size, Joplin is seeing steady growth. More importantly, Joplin is the DMA base for the area servicing 144,000 TV homes in the JOPLIN marketplace. Making Joplin the main hub for all of Southwest, MO. Joplin is positioned for continued growth and a new movie theatre is needed in the market.

Site Plan

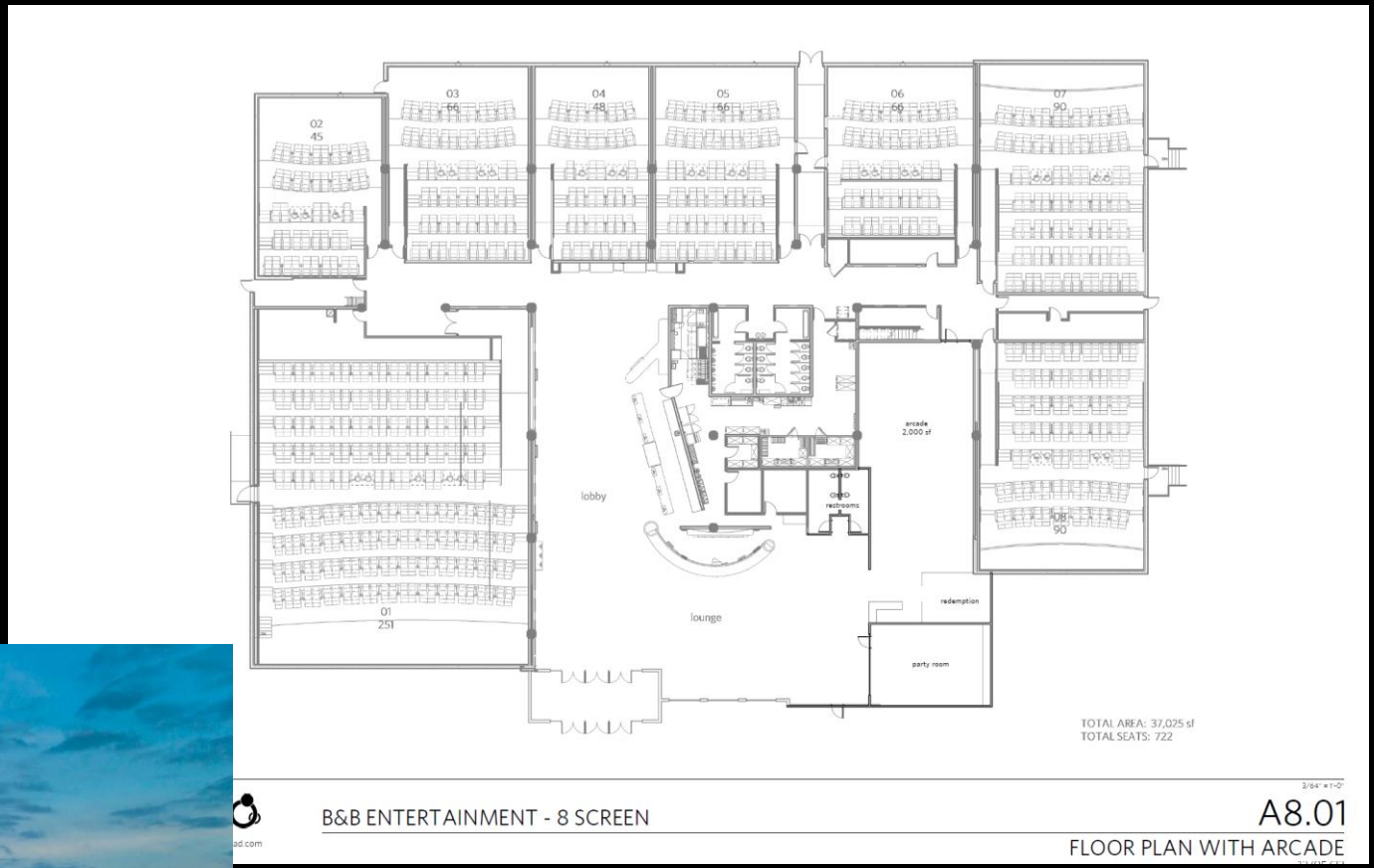
- The project will be located on a 8.30 acre site at the southeast corner of Hammons Blvd. and 32nd St. adjacent to the new 250 unit multifamily complex that our company is also developing. The property is already entitled and zoned.



Exterior Elevations / Floor Plan

- The building will include 8 screens, restaurant/bar area, arcade and additional entertainment area.
- All amenities will be state of the art with the theatre portion containing reclining seats, large screen formats and MXD4 experience





Additional Amenities

- Outtakes Arcade
  - State of the art arcade that will feature multi-player gaming experiences, virtual reality, traditional games, additional interactive experiences.
  - Party Room for special events
- Marquee Bar & Grill
  - Full service Bar & Grill
  - Can enjoy in the lounge or in theatre
- Traditional Concessions







Unique Theatre Experiences

GRAND SCREEN









SCREEN X



SCREEN PLAY







MX4D







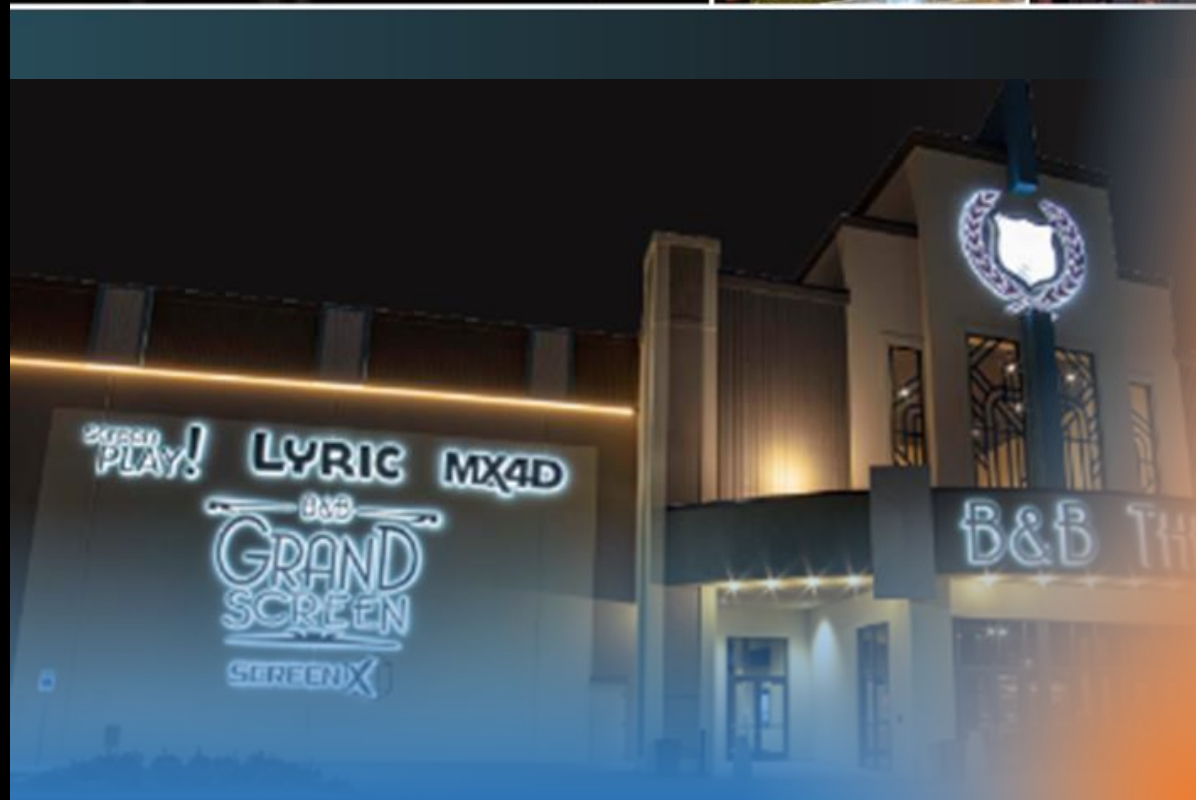
Next Steps

- Creating 32nd Street Theatre Community Improvement District – Complete
- Approving a Cooperative Agreement – Complete
- Approving Second Amendment to the 32nd Street Place TIF Redevelopment Plan – Complete
- Conduct official pre-application meeting with City of Joplin – Q4 of 2023
- Submit construction plans for building permit to City of Joplin – Q1 of 2024
- Begin site work and construction work – Q1 of 2024
- Complete construction and open for business – Q2 of 2025

Funding Breakdown

- CID / Bond Funds - $1,900,000
- TIF Funds - $6,000,000
- City Contribution - $1,840,000
- Developer Investment - $23,885,276







Beautification and Trees

Update

COJ Team | September 18, 2023

A variety of projects are underway.

Planning, Public Works, and Parks staff have been meeting to clarify collaborative roles and duties across various efforts from beautification and project enhancements, to tree planting and removals.

Beautification enhancements are considered in each project going forward regardless of Department

Time has been focused on defining projects, procedures, and funding sources.

Beautification Efforts

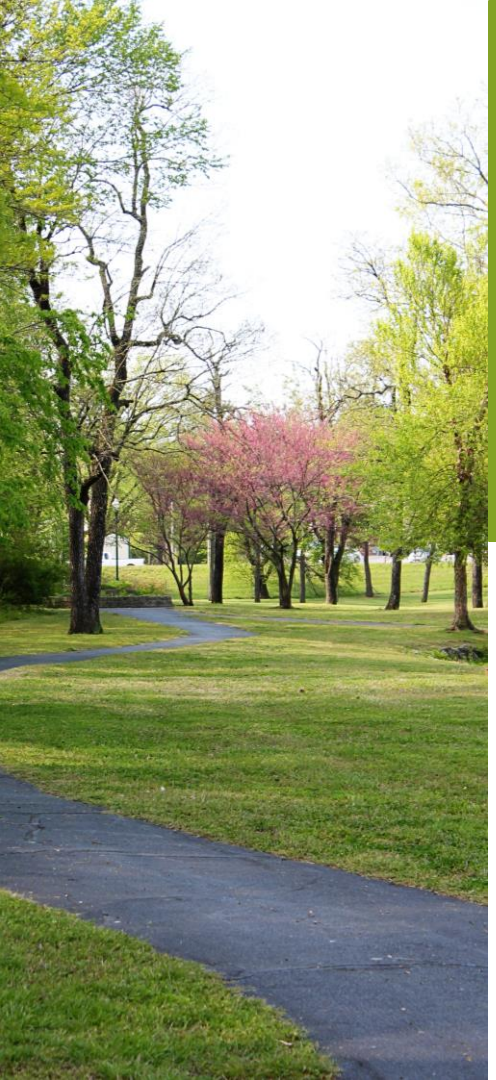
City Manager Office

Parks Operations



Parks Operations

- Staff have developed branded park and trail wayfinding under beautification planning—to be presented to Council under Issues and Options
- Currently finalizing the Parks Maintenance Plan—September target draft completion , funded under Beautification PSST
- One Park Ranger Truck still on order—one Park Beautification/Maintenance Truck and one Park Ranger Truck received



Parks and Public Works

Current Public Works and Parks Efforts

- 4th & Murphy (CIST)
- 10th & Main (9^{th}-14^{th} project) (TST/CIST)
- Tin Cup Trail (PSST)
- Grand Falls Trail and Overlook (PSST/MDC)
- Gateway Signage branding updates – Convention and Visitors Bureau
- Banner Management Program planning

Beautification and Trees



Tree Removals

- Currently developing a prioritized removal list for dead/dying trees. Considering visibility, safety, staff capacity, and budgeted funds.
- Priorities
  - Right-of-Way Trees – city installed and unrealistic care
  - Parks and other city-owned properties and priorities
- Downtown Streetscape (2nd-9th) (9th-14th) and South Main (15th-32nd)
  - Initial removals by staff from 15th-32nd took place week of 8/18/23



Beautification and Trees

Tree Planting and Maintenance Procedure

- Staff developed a Tree Procedure to be utilized consistently across city departments – Tree Board reviewing
- The procedure focuses on planting method and includes a consistent maintenance and care standard.
- We utilized our On-call Arborist Contractor to assist in recommending maintenance best-practices and industry standards.
- Developed a proposal for pilot tree replacement project

Beautification and Operations



Policy and Procedures

- Consistent use of Tree Planting Procedures across Departments/Contracts
- Landscape installation should be audited as part of all regular publicly bid project inspections
- Get Tree Care into annual budget(s) and ops cycles
- Ensure Council and Tree and Park Boards are engaged in the process
- Council and each Department updated regularly



Beautification and Trees

Main Street Planting
Pilot Project Proposal

- In 2021, Public Works identified and removed eight downtown Main Street trees - major effort completed under current staff capacities.
- Parks Department ordered trees and a contracted nursery replanted eight in the spring of 2022.
- Staff received the Arborist Report and replanting recommendations on remaining from 2nd – 32nd
- Presented to Prop Action on September 6, 2023 - advanced

Main Street Pilot Project

Staff are recommending utilizing Use Tax Beautification Funds to complete the removal and replanting effort along Main Street from 2nd – 32nd Street.

- Cost estimate is removal and replacement of Bradford Pears (34) and dead or dying trees (22) from 2nd- 9th and 15th -32nd Streets.
- Existing Tree Boxes are right-sized and open bottom for root expansion.
- Right Tree in the Right Location
- Includes 2-year maintenance and watering (critical)
- If approved, will proceed to bidding and intend planting fall 2023.

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
56	1-2” replacement tree	$300	$16,800
56	Topsoil replacement	$20	$1,120
56	Soil Amendment add on	$10	$560
112 hours	Tree Box electrical repair (2 hr. estimate/tree)	$120	$13,440
56	Soil removal/ box clean out	$350	$19,600
112 hours	Planting Labor (2 hr. estimate/tree)	$50	$5,600
34	Main street tree removal (2nd-7th Street)	$700	$23,800
50 hours	Minor sidewalk repairs (@ $50 hr.) and materials		$5,000
	2 year bi-weekly watering + RS all main street trees	$300	$28,800
	10% Contingency		$14,720
		ESTIMATED AMOUNT	**$129,440**



Questions?

Outer Oaks Forestry Consulting
Lauren Copple
ISA MW6225A
8223 Jute Rd Neosho, MO
417-434-4065
lauren@outeroaks.com

Arborist Report

8/10/2023

Main Street Trees

Joplin, MO 64801

Prepared For:
The City of Joplin
By: Lauren Copple
Outer Oaks LLC

1. Summary

The trees located throughout the downtown area within the street and sidewalk right of way “ROW” evaluated within this report exist between 2nd street (north main) and 32nd street (south main). These trees not only provide shade to local businesses but improve the community’s overall beautification therefore a quality urban tree canopy is top priority.

2. Introduction

The purpose of this report is to assess the existing trees contained within the Main Street Tree ROW “MST” and evaluate their impact on the community, create a list of maintenance needs, identify trees needing removed and recommend replacement species or locations.

Assessment will take into consideration the health, condition and structural integrity of the trees and involve the impact of future maintenance, patron safety, and use of this area on the evaluation of these trees.

All conclusions or recommendations are based on site visits and visual tree evaluations from the ground. Any new tree recommendations or replacements will follow the City of Joplin’s authorized tree list.

3.Site Descriptions

Map 1.



Map 1 is a broad map showing the evaluated areas from 2nd street to 32nd street along both sides of main street.

4.Methods

A tree assessment was made on 7/27/2023 to evaluate the health and condition of these trees and to make recommendations on maintenance, removal, and new tree installations.

The assessment information was gathered by a visual inspection from the ground to assess the area around the trunk and roots of the trees. The assessment also included a visual inspection of the canopy, overall structure for defects and to inspect for problems such as pest and diseases. Photographs were taken using a digital camera; no enhancements were made to any photographs used in this report. Assessment did not include soil testing, below surface root inspection, aerial inspection, or any other investigative inspection methods.

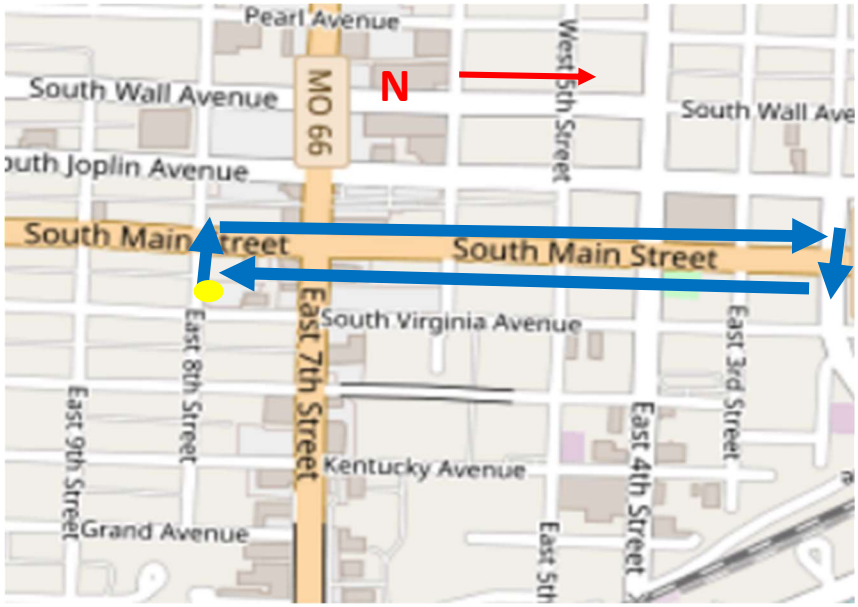
5.Tree Assessment

(No guarantee can be given nor can it be predicted that branch failure or uprooting (windthrow) would not occur as a result of high winds and /or excessive rainfall. A visual assessment can only take into consideration the outward signs of a trees condition. There are many problems that can occur inside a tree that cannot be seen, such as fungal diseases and undetected structural faults such as decay and hollows. Problems can also occur within the root systems due to contaminated soils and root diseases. These issues have not been taken into consideration in this evaluation.)

This evaluation of the main streets trees will be conducted in three groups, the northern portion containing trees from 2nd to 9th street, central section from 15th-26th street, and a southern group from 26th to 32nd street. Trees on both east and west sides of main street will be evaluated before moving to the next section. A map will be provided at the beginning displaying the movements of the tree evaluation.

5.1 North Main Trees

Map 2



The blue arrows featured on map 2 show the direction the evaluation of the main street trees will follow. A single tree at the corner of 8th and main on the eastside is the starting point immediately crossing the street and moving north to 2nd before crossing back to the east side of main and moving south.

The evaluation of a single side (east or west) of trees along main street before moving to the other side will stay consistent, instead of crossing back and forth.

Picture 1



Tree ID: 14670

Bradford/ Callery pear "*Pyrus calleryana"* located on the northeast corner of 8th and main with signs of minimal damage from fire blight present in the foliage. Copper based sprays and specific pruning can be done to reduce the spread of the blight over the dormant season.

Due to the invasive nature of this tree species, its removal recommendations from the Missouri Department of Conservation "MDC", and the current canker defects this tree is a good candidate for removal and replacement.

Picture 2

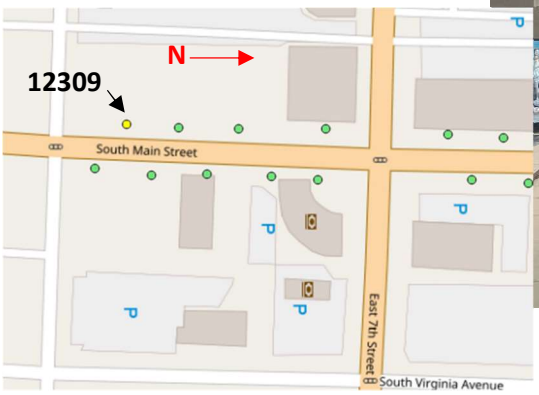


Tree ID: 12309

Pear tree "*Pyrus callerayna"* at the northwest corner of 8th and main street with some yellowing throughout the tree canopy. The discoloration of the leaves can be an indicator of poor soil composition or bacterial problems likely heightened by drought stress.

This tree is recommended for removal and replacement due to its invasive nature, size, and recommendations from the local conservation department.

Map 3



Picture 3



Tree ID: 12310

Callery pear "*Pyrus calleryana"* between the 800 &700 blocks of main street along the western side of the road. Heavy amounts of fire blight present in the canopy, with over 50% of the crown consisting of browned and dead leaves. Late season flowers present as further evidence of overall tree stress.

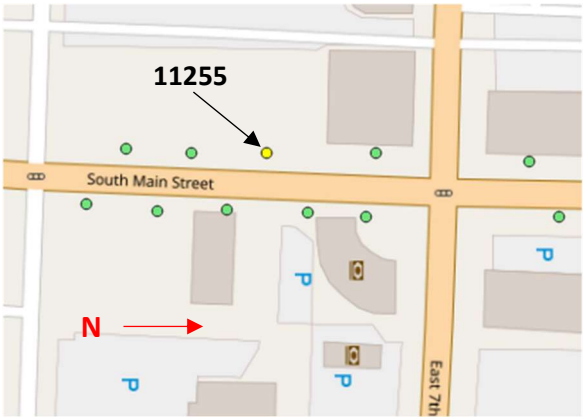
The overall size of the tree, leaning trunk and contaminated canopy make this tree a good candidate for removal in addition to the invasive nature of this species.

Picture 4



Tree ID: 11255

Callery pear "*Pyrus calleryana"* along the west side of main street with I significantly damaged canopy. The effects, of drought, fire blight, and insect presence have put this tree in decline, making it a good candidate for removal.



Map 4

Picture 5



Tree ID: 1254

Callery pear "*Pyrus calleryana"* with heavy amounts of fire blight damage, common to the Rosaceae plant family, throughout the entire canopy. Canker wounds are visible within the main trunk and larger branches making pruning to correct an unrealistic treatment option.

The invasive nature of this tree species in addition to the recommendations from the MDC and city tree board for removal make replacement the best option for this tree space. Utilizing the preselected main street tree recommendations from the JCTB a new tree should be established during the dormant season.

Picture 6

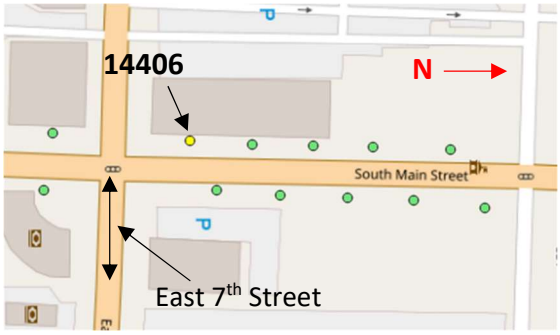


Tree ID 14406

Partially defoliated pear tree "*Pyrus calleryana"* located just north of the 7th and main street intersection along the west side of the road. Blight is present on the remaining leaves giving is a brown/ "crunchy" appearance while the opposite side of the canopy has been defoliated by bag worms "*Thyridopteryx ephemeraeformis"*.

This tree is a good candidate for removal due to insect/ disease presence and the increased cost of treatment as well as the removal recommendations given by the state for this tree species.

Map 5



Picture 7



Tree ID: 14405

Japanese tree lilac "*Syringa reticulata"* with heavy amounts of bag worms present and 0 foliage remaining. Quality branch structure and flexibility is present throughout the remaining branches. Limb highlighted with a yellow arrow contains a wound from rubbing on the cage provided around the trunk.



Lower limbs should be pruned to avoid damage from periods of wind, or from the general public utilizing the sidewalks. If possible, cages should be avoided until the tree has reached a height where damage will not be caused to lower limbs or trunk areas.

Picture 8





Tree ID: 13830

Japanese lilac tree "*Syringa reticulata"* along the west side of main street just north of the 7th street intersection. Majority of the canopy is intact, however bagworm presence is sigificant and will add potiental stress to this young street tree.

Manual removal of bagworm cases is the recommended treatment due to the trees overall size and location of this tree. Utilizing a 5 gallon bucket of water with dawn dish soap to catch the caterpillers while being removed by hand will provide sufficient insect control.

Picture 9

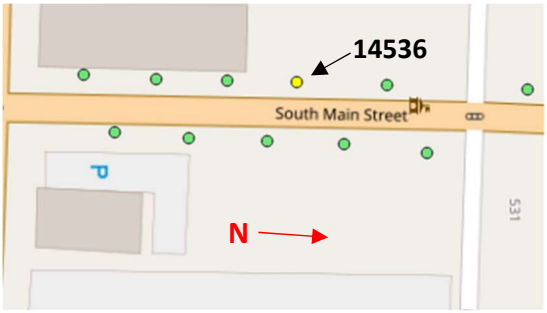


Tree ID: 14536

Callery pear "*Pyrus calleryana"* along the west side of main street midway between the 600 & 700 block. This tree is expanding beyond the ornamental "cage" that exists around all the trees along main street. The majority of the pear trees evaluated in this report show signs of fire blight in addition to defoliation and or insect damage, however tree 14536 shows minimal defect at this time.

Removal is recommended for this tree as it is expanding through the cage reducing future reliability in addition to its invasive nature.

Map 6



Picture 10

Tree ID: 12536

Callery pear "*Pyrus calleryana"* near city hall with a heavy amount of canopy decline. Signs of fire blight is present on the remaining folliage while the overall decline is due to the presence of bagworms throughtout the crown.

The cost of treatment to eliminate the insect presence and reduce the effects of fire blight out weighs the potential benefits of this tree, making it a good candidate for removal. Consider the main street tree planting recommendations from the approved city tree list when considering a replacment for this space.



Picture 11



Tree ID: 14370

Japanese tree lilac "*Syringa reticulata"* near the intersection of 6th street and main street along the west side of the road. The planting depth of this tree is of good quality with a top layer of mulch added beneath the protective grate. Wounds present in the area highlighted in yellow from rubbing the ornamental cage during events of wind.

Defoliation is a result of the presence of bagworms throughout the canopy. Quality branch flexibility and bud vigor present making hand picking of the cases, the recommended method to prevent further spread.

Picture 12



Tree ID: 15478

Callery (Bradford) pear "*Pyrus calleryana"* with dieback present in the upper portions of the canopy. The overall branch structure within the canopy is poor with limited space remaining for the trunk to expand inside the ornamental cage. Fire blight and bagworms are also present causing defoliation and crown decline.

This tree is recommended for removal and replacement.

Map 7



Picture 13



Tree ID: 15432

Callery pear "*Pyrus calleryana"* midway through the 500-600 blocks of main street. This tree is a good candidate for removal due to its overall size and invasive/ unreliable nature, however there is minimal canopy damage from insect or disease and appears to be full with quality foliage color.

The business owner directly adjacent to tree 15432 has requested the reduction/ removal of this tree to improve curb appeal.

The replacement with a snowshoe crab apple or Japanese tree lilac would improve the overall aesthetics of the downtown area and that of the adjacent business owner.

Picture 14



Tree ID: 14540

A newly planted ornamental crab apple "*Malus spp."* (installed within the last 3 years) near the intersection of 5th and main street. Tree has been planted too high leaving an exposed upper root system, which can lead to additional stress and tree decline. Remove the cage and tree grate to evaluate if additional soil medium can be added to prevent future root decline. Add a top layer of soil or mulch if space allows to the top of the root flare, avoid overfilling or applying additional materials on the trunk.

Insect damage has lead to the overall defoliation of the tree canopy, however quality branch flexibility is present and new growth has began from terminal buds. Continue to monitor this tree through the next growing season and watering through times of drought.





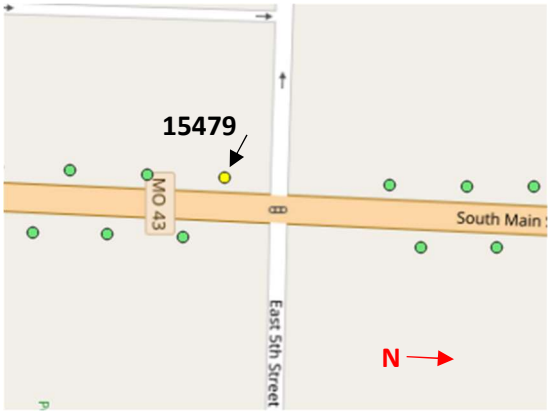
Picture 15

Tree ID: 15479

Crab apple "*Malus spp.*" Located at the northwest corner of 5th and main. Poor planting practices are evident in this young tree. The application of the ornamental cage has damaged the lower limbs creating additional stress as the tree attempts to collar over the wounds. Presence of bagworms has defoliated the canopy in its entirety, with new growth emerging from quality terminal buds.

Hand picking/ removing bagworm cases is recommended for a tree this size, while continuing to monitor branch flexibility canopy health.

Map 8



Picture 16

Tree ID: 10972

Crab apple tree "*Malus spp.*" newly planted along the west side of main street with over 90% of the canopy defoliated by bagworms. Good bud vigor is present throughout the crown with branch flexibility. Monitoring and regular inspections of this tree is recommended to assess the damage caused by insects, and current drought conditions.





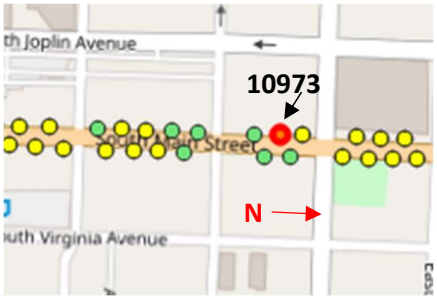
Picture 17



Tree ID: 10973

Callery pear "*Pyrus calleryana"* mid-way between the 400-500 blocks along the west side of main street. This tree is recommended for removal due to its invasive nature and unreliability with a tendency to "bust out" or become easily damaged during storms. Tree 10973 has become oversized for the allowed space and is extended towards the adjacent building making pruning to proper laterals difficult and unbalanced. Replacement with a Japanese tree lilac or snowshoe crab apple is recommended during the fall season.

Map 9



Picture 18

Tree ID 110974

Callery pear "*Pyrus calleryana"* outside the previous Joplin public library near the corner of 5th and main street. This tree shows signs of heavy fire blight effects and previous storm damage. Tree 110974 is recommended for removal due to the extended cost of treatment for blight recovery, invasive nature, and large wound along the east side. Replace with a Japanese tree lilac to improve species variety in this area.





Picture 19



Tree ID: 441043

Small newly planted white flowering crab apple "*Malus spp.*" adjacent to the old Joplin public library building. Poor planting practices were utilized during installation and heavy damage left by the ornamental cage application. The tree is recommended for replacement due to lack of branch flexibility and large wounds present on all lower limbs caused by the ornamental cage.

Consider not reapplying the ornamental cage upon replacement until the lower limbs extend over the highest points and/or proper pruning can be completed reducing the likelihood of damage.

Picture 20



Tree ID: 14367

Callery pear "*Pyrus calleryana*" along the west side of main street near the 3rd street intersection. Shoots emerging from the grate, brown out in the canopy, and insect evidence are all indicators of overall tree decline.

Tree is recommended for removal and replacement with one of the 3 tree species listed on the approved main street tree alternative list.

Map 10



Picture 21



Tree ID: 12545

Large Callery pear "*Pyrus calleryana"* growing against a building along the west side of main street. Tree has become too large for the allotted space and is growing through the ornamental cage. Although this trees' canopy appears to be full with minimal discoloration in comparison to other callery pear trees along main street, bagworms are present throughout the crown and overall defoliation has begun.

This tree is recommended for removal and replacement with a white flowering crab apple or Japanese tree lilac.

Picture 22



Tree ID: 13084

Crab apple tree "*Malus spp."* newly installed within the last 5 years along the west side of main street. Majority of the canopy has been lost to the impact of bagworms and current drought situation. The installation of the ornamental cage around this young tree has created wounds along the lower limbs featured in picture 22.1.



Consider not adding the ornamental cage on future new tree installations until the lower limbs extend over the highest point of the metal.

Picture 23



Tree ID: 13276

Callery pear "*Pyrus calleryana"* near the intersection of 2nd and main street along the east side of the road. Previous storm damage has left a medium sized wound along the west side of the tree in addition to signs of early fire blight within remaining foliage. The sight of limb failure shows signs of included bark and weak branch attachment typical to this species. Removal and replacement is recommended with an approved tree from the main street tree list.

Map 11



Picture 24

Tree ID: 11758

Medium sized callery pear tree "*Pyrus calleryana"* with a canopy damaged by previous storm, small hanger removed at inspection. Foliage is in decline as a result from fire blight and the presence of bag worms.

Replacement is recommended for this tree due to its invasive nature and increased expense to treat the insect/ disease. Consider utilizing species variety when replacing trees in this area.



Picture 25



Tree ID: 14539

Large callery pear tree "*Pyrus calleryana"* midway between the 200-300 block of main street along the east side of the road. This tree has become oversized and off center in the alloted space, moving the ground grate featured in picture 25.1.

The area highlighted in yellow indicates an area of previous storm damage where a large limb has failed and fallen into main street. This tree is recommended for removal and replacement with a tree from the main street ROW approved tree list due to its unreliabilty and invasive nature.

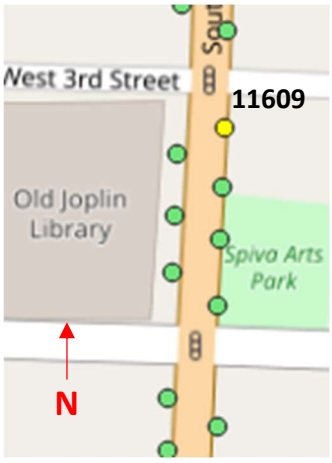
Picture 26



Tree ID: 11609

Callery pear tree "*Pyrus calleryana"* in decline with shoots coming from the soil surface/ root system and fire blight on more then 75% of the canopy. The unreliable poor structured multi-stem trunk in addition to signs of stress make this tree a good candidate for removal and replacement with an approved "understory" flowering tree from the approved main street tree list.

Map 12



Picture 27



Tree ID: 14369

Japanese tree lilac "*Syringa reticulata"* in overall poor condition with a significant trunk lean causing wounds from the ornamental cage. This tree is recommended for removal and replacement with the same species.

Consider avoiding reapplication of ornamental cages until tree is established and lower limbs extend beyond the highest point of the cage.

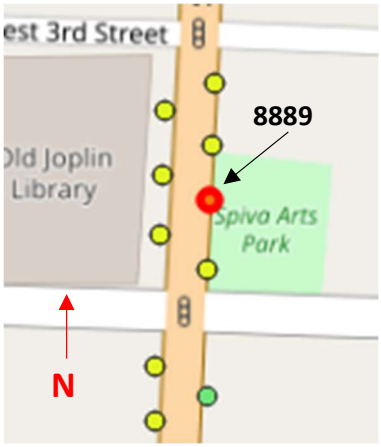
Picture 28



Tree ID: 8889

Large callery pear "*Pyrus calleryana"* with previous storm damage present in the lower portion of the canopy crown. Minimal blight present throughout the canopy however dieback is present in the upper portion. This tree is a good candidate for removal due to its invasive nature, and over all tree health decline.

Map 13



Picture 29



Tree ID: 8888

Callery pear tree "*Pyrus calleryana"* in decline along the northeast corner of 4th and main street. Extensive die back, poor structure and fire blight present throughout the canopy crown.

Picture 29.1 features a crack at the tree base in line with the lead indicated by the yellow arro which contains the majority of die back.

This Bradford or Callery pear is a good candidate for removal and replacement to increase reliability and improve the aesthetics of the downtown area.

Picture 30



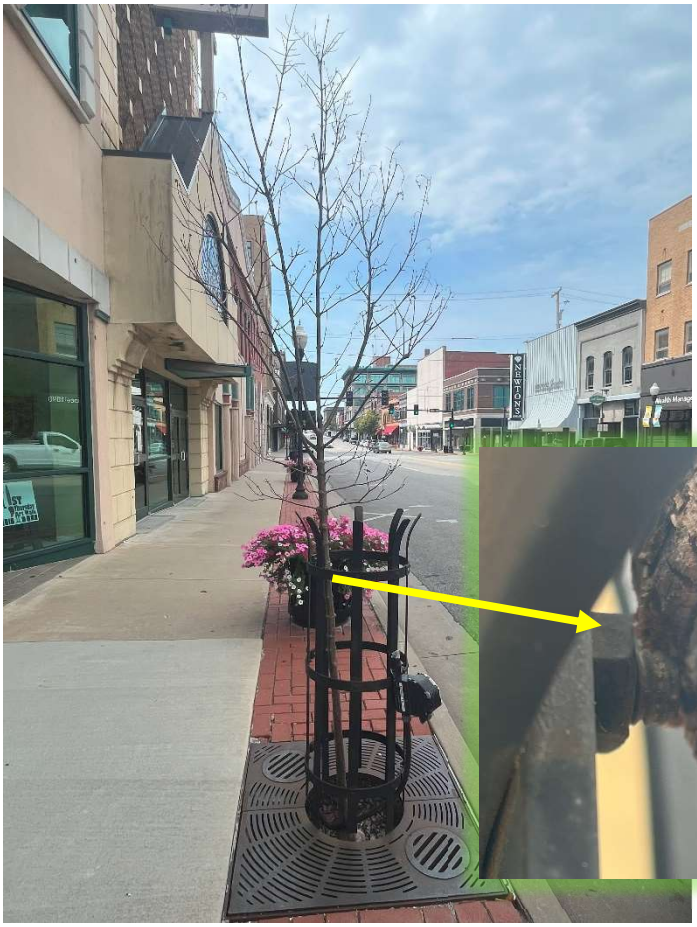
Tree ID: 12503

Japanese tree lilac "*Syringa reticulata"* nearly installed along the east side of main street. This tree has been slightly defoliated by bagworms, but hand picking the current cases is recommended for insect control. Monitor lower limbs for potential wounds caused by the ornamental cage and prune when necessary. Add top soil or mulch material to the tree base to protect the upper root system from damage/ frost.

Map 14



Picture 31



Tree ID: 12502

Small crab apple "*Malus spp.*" with a trunk lean due to improper planting/ lack of young tree training steaks. Lean has caused damage from the ornamental cage which has begun to collar, however periods of wind are causing the tree to move and continue damaging the trunk.

Steak tree pulling it to the west away from the ornamental cage, and continue to water/ monitor this tree.

Picture 32



Tree ID: 12501

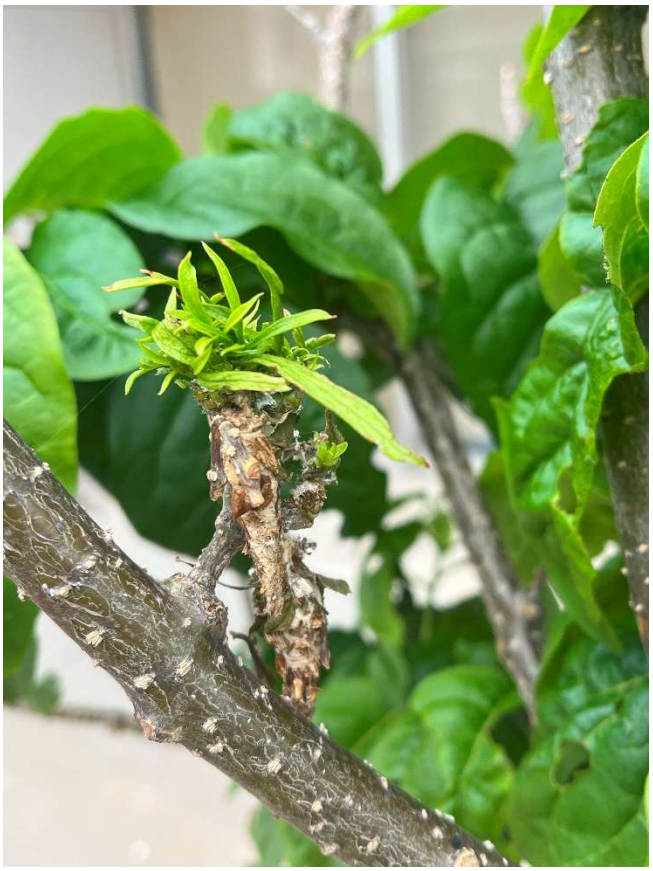
Japanese lilac tree "*Syringa reticulata*" with a broken central leader and heavily damaged lower limbs. This tree is recommended for removal and replacement due to overall poor structure and lack of central leader.

Avoid cage application until the lower limbs extend beyond the highest point of the ornamental cage.

Map 15



Picture 33



Tree ID: 12884

Crab apple tree "*Malus spp.*" at the southeast corner of 5th and main street. Bagworms are present as featured in picture 33 but can be removed by hand at this stage with success.

The ornamental cage is not attached well and has created small wounds on the undersides of the lowest branches. Cage should be secured to prevent further limb/ trunk damage.

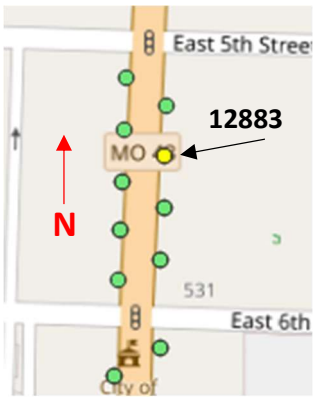
Soil or poor mulch should be added to the surface to prevent root damage or frost in the winter months.

Tree ID: 12883

Callery pear "*Pyrus calleryana*" in fair condition along the east side of main street extending over the adjacent business awning. Some bag worms are present within the canopy which shows signs of die back and overall decline.

This tree is a good candidate for removal and replacement along with all the other callery pears in this area due to the species overall unreliability and invasive nature.

Map 16



Picture 34



Picture 35



Tree ID: 12882

Callery pear "*Pyrus calleryana"* with a partially defoliated tree canopy midway between the 400-500 blocks of main street. Both fire blight and heavy bagworm presence has been discovered within the canopy crown and should be replaced with a pyramid/ columnar type tree species to allow clearance.

Picture 36



Tree ID: 13783

Large unbalanced pear tree "*Pyrus calleryana"* along the eastern side of main street. Despite clearance pruning for the local business periods of wind are allowing the upper canopy to move and make contact with the building structure/ windows.

Canopy decline is due to the presence of bagworms, early fire blight signs on leaves, previous drought conditions and overall species unreliability.

Removal and replacement is recommended with a species from the approved city main street ROW list.

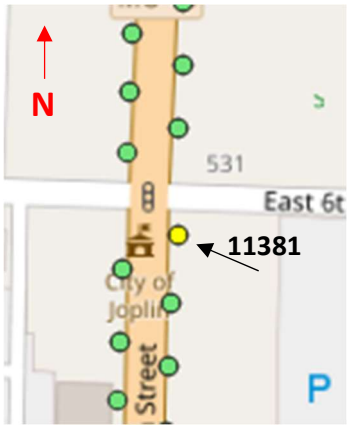
Picture 37



Tree ID: 11381

Callery pear "*Pyrus calleryana"* in fair condition at the southeast corner of 6th and main street. There is limited decline in the canopy or insects present in this tree, however removal is still recommended due to invasive nature and natural tendency to "bust out" or lose entire large limbs in periods of increased weather making it unreliable for citizens utilizing main street.

Map 17



Picture 38

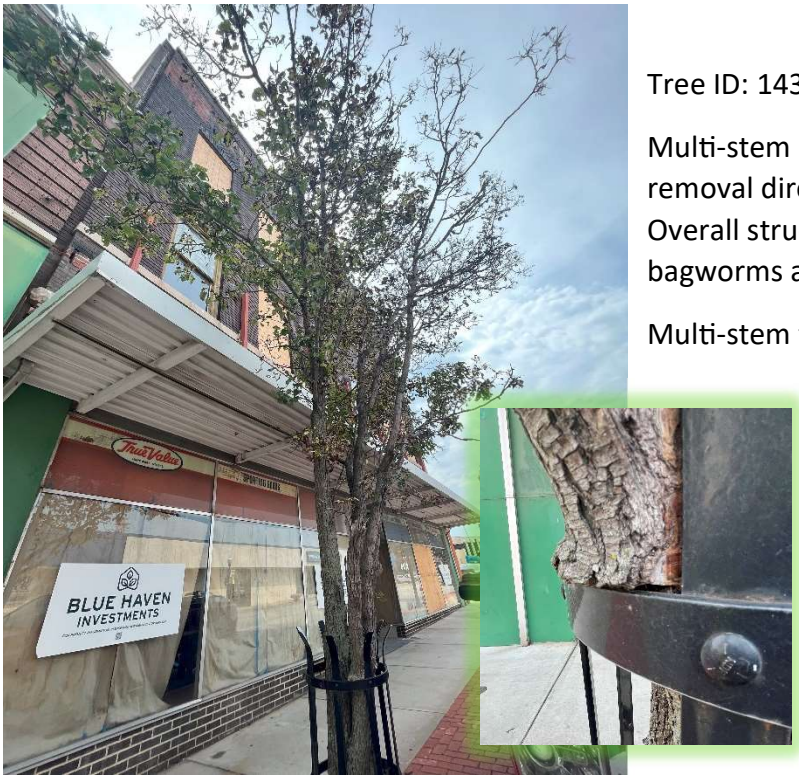


Tree ID: 12535

Callery pear "*Pyrus calleryana"* with significant canopy die back along the east side of main street. Large amount of bag worms causing the defoliation with heavy evidence of fire blight present in the remaining foliage.

Removal and replacement is recommended utilizing the approved species from the main street right of way tree list.

Picture 39



Tree ID: 14327

Multi-stem Callery pear "*Pyrus calleryana"* recommended for removal directly adjacent to the previous True Value store. Overall structure is poor in addition to defoliation from bagworms and current growth into the ornamental cage.

Multi-stem trees should be avoided in areas utilizing a decorative cages to prevent tree health decline.

Picture 40

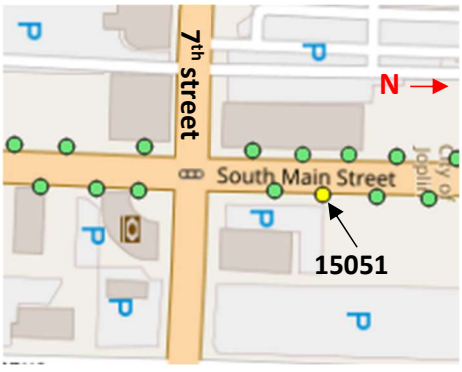


Tree ID: 15051

Medium sized Callery pear "*Pyrus calleryana"* with poor structure near the intersection of 7th and main street. The area highlighted in yellow is a large lead with included bark likely to fail in events of severe weather. Failure will cause limb to most likely land in the adjacent parking lot.

Some evidence of fire blight damage is present within the canopy but no bag worms have been observed at this time.

Map 18



Picture 41



Tree ID: 11555

Callery pear "*Pyrus calleryana"* at the northeast corner of 7th and main street with multiple leaders growing within the ornamental cage. Canopy is showing signs of poor soil conditions and overall drought stress with early yellowing foliage. Fire blight appears to be present along the outer edges of the remaining leaves.

Remove and replace this tree with a Japanese tree lilac "*Syringa reticulata"* or snow shoe crab apple "*Malus spp."*

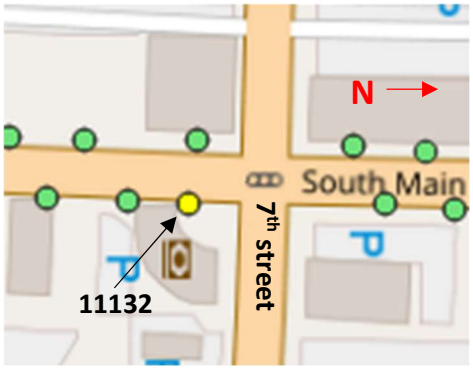
Picture 42

Tree ID: 11132

Full Callery pear "*Pyrus calleryana"* at the southeast corner of 7th and main street. Minimal die back is present in the upper portions of the canopy with little to no insect or disease present upon visual inspection. Canopy raise is recommended at minimum to allow clearance for patrons utilizing the sidewalks, however removal is the best option due to this species overall invasive nature and unreliability.



Map 19



Picture 43



Tree ID: 14734

Callery pear "*Pyrus calleryana"* along the east side of main street between the 700-800 blocks. This tree has a slight lean putting the trunk off center with damage to the lower limbs and potentially significant trunk wounds.

Due to the species being prone to failure and its overall invasive nature it is recommended for removal. Replacement with a Japanese tree lilac or white flowering is recommended for this space, promoting similar flowering styles/ colors while creating variety.

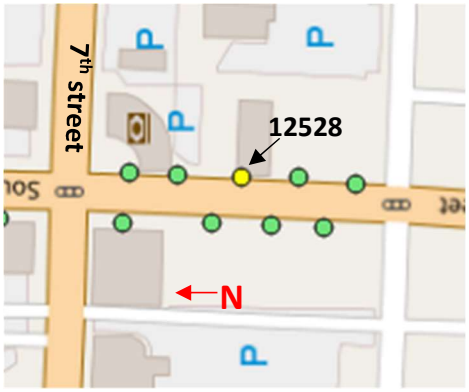
Picture 44



Tree ID: 12528

Large Callery pear tree "*Pyrus calleryana"* midway between the 700 & 800 blocks of main street along the east side. Large wound, likely from previous storm damage, present along the street side (west) of the tree prone to failure with minimal disturbance. Removal and replacement with an approved tree from the main street row tree list will improve reliability, beautification and the overall urban canopy within the City of Joplin.

Map 20



Picture 45

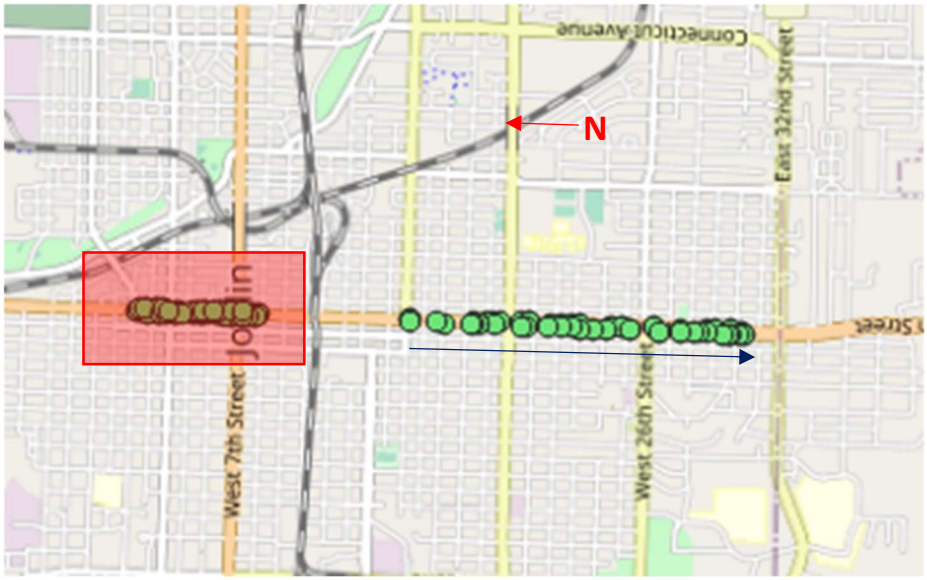


Tree ID: 12529

Small Callery pear "*Pyrus calleryana"* in fair condition near the intersection of 8th and main street. This tree has overall poor structure and signs of early fire blight throughout the crown.

This small tree is a good candidate for removal due to its invasive nature, poor structure and unreliability.

Map 21

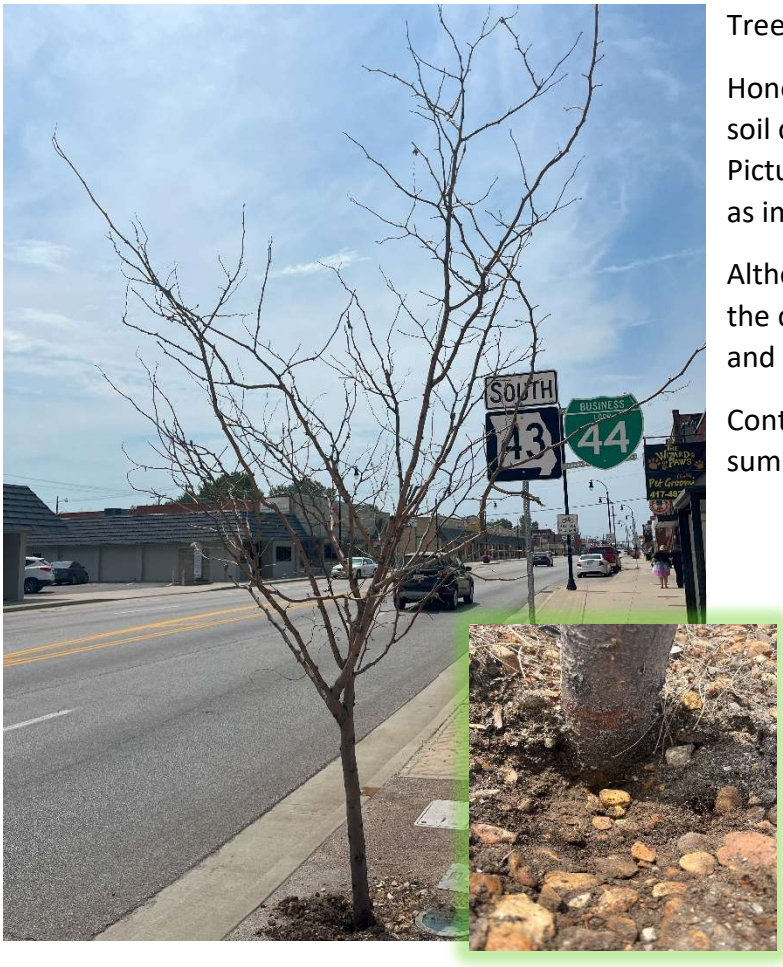


Map 21 shows the area evaluated in section 5.1 of this arborist report, which is highlighted in red. The blue arrow shows the direction the tree evaluation will continue.

5.2 North Central Main Street Trees

The trees that are evaluated in the 5.2 North Central Main Street trees section begins at the southwest corner of 15th and main street moving south until reaching 20th street then crossing to the east side of the road moving north from 20th to 15th.

Picture 46



Tree ID: 14677

Honey locust tree "*Gleditsia triacanthos"* with poor soil conditions and no foliage present in the crown. Picture 46.1 shows the poor planting medium as well as improper planting depth.

Although there is no foliage currently present within the canopy crown there is quality terminal bud vigor and branch structure throughout.

Continue to monitor this tree and water through the summer months, reevaluating in the following spring.

Map 22



Picture 47



Tree ID: 14678

Honey locust tree "*Gleditisa tricanthos"* along the west side of main street near the 15th stree intersection. This tree shows signs of bag worms within the defoliated canopy, however quality branch flexibility is present with vigorus terminal buds. A large limb has been broken off which is featured in picture 47.1

This tree is recommended for extedned watering, added soil ammendements, and regularly scheduled evalutations to monitor the overall tree health.

Removal should be considered if tree health conitnues to decline.

Picture 48



Tree ID: 14679

Small locust tree "*Gleditsia triacanthos"* along the west side of main street with a small wound near the base likely from installation or pedestrian damage. Canopy crown was previously defoliated but new leaflets are emerging from vigorous terminal buds.

This tree has been planted at the proper depth and branch flexibility is strong, continue to monitor the overall tree health and water through the seasons of potential drought.

Map 23



Picture 49



Tree ID: 14680

Locust tree "*Gleditsia tricanthos"* in fair condition near the southwest corner of 18th and main street. This tree shows positive growth with new leaflets emerging from healthy stems, however poor tree taper is present at the soil surface. Continue to monitor this tree and add soil ammendments while conitnuing to water through periods of drought.

Consider removing a portion of the soil and replacing it with quality topsoil with bio char/ soil amendments to improve the growth mediums.

Picture 50

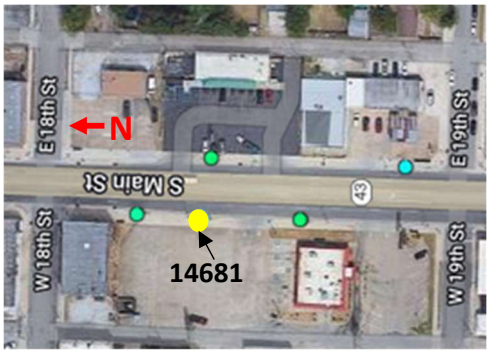


Tree ID: 14681

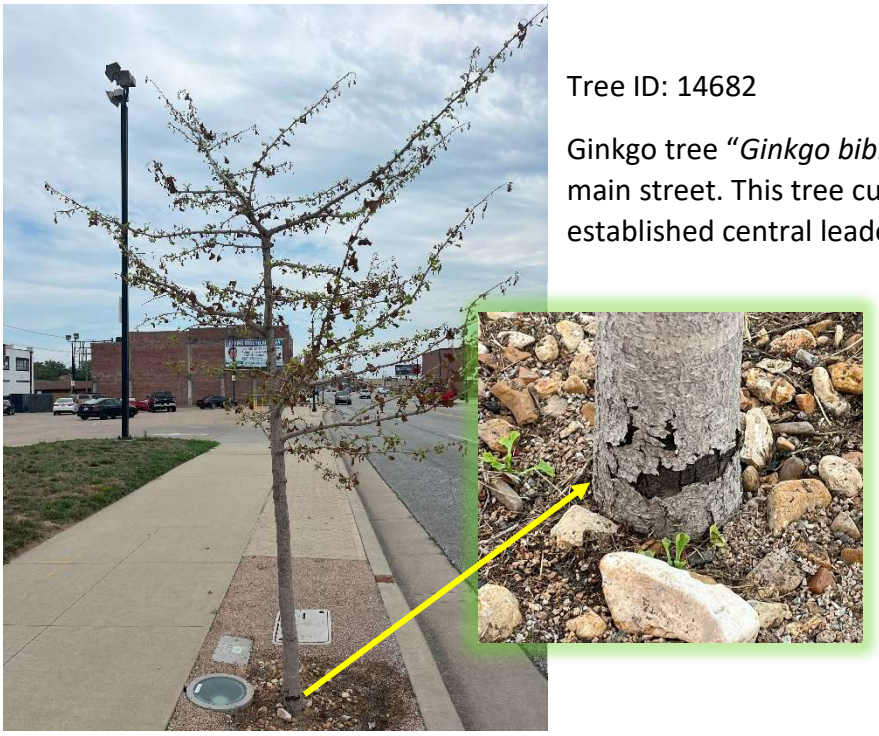
Small ginkgo "*Ginkgo biblia"* midway between the 1800-1900 blocks of main street along the west side of the street. This tree shows signs of drought/ heat stress in the foliage, however new growth is emerging from healthy flexible branching. Check planting depth for upper root system and consider adding soil nutrients to benefit overall tree health.

The natural "slow growing" tendency of this species means it will recover from defects and adapt better then other species.

Map 24



Picture 51



Tree ID: 14682

Ginkgo tree "*Ginkgo biblia"* near the northwest corner of 19th and main street. This tree currently has poor structure with no established central leader, continue to monitor this tree and make the necessary pruning cuts. Small wound present at the base of the tree highlighted in picture 51.1. A portion of the remaining foliage shows signs of drought stress, with new leaves emerging from healthy buds.

Picture 52



Tree ID: 14683

Locust tree "*Gleditsia triacanthos"* specifically chosen to fit within the allotted right of way space. This tree is in fair condition with some foliage missing due to bagworms, it is recommended to treat with a low volume foliar spray early in the life cycle if infestation persists.

Continue to water and add soil nutrients throughout the summer months and if drought conditions persist until trees are well established and thriving on their own.

Map 25



Picture 53



Tree ID: 14684

Chinese or lacebark elm "*Ulmus parvifloria"* located at the northeast corner of the 20th and main street intersection in fair condition. Foliage shows early yellowing most likely caused by poor soil composition. Replacement of the upper soil layers with quality top soil and the addition of amendments is recommended to improve the overall tree health. Continue to water through the summer months and working to improve soil composition.

Map 26



Picture 54



Tree ID: 14685

Chinese elm "*Ulmus parvifloria"* along the west side of main street just north of 20th street. Some yellowing is present within the foliage reflecting the need for soil nutrient improvements and additional watering. Minimal insect damage can be seen in the lower portions of the canopy crown but requires no treatment at this time. Water approximately 25 gallons of water per week through the summer months or periods of drought.

Note: some bark shedding is present however some bark shedding is normal for this species.

Picture 56



Tree ID: 14686

Kentucky coffee tree "*Gymnocladus dioicus"* near the intersection of 19th and main street with a small wound along the street side. Currently this trees overall structure is in fair condition with competing leaders present. Due to the age of this tree pruning to select is not recommended at this time however continue to monitor the trees natural branch tendency to promote its own leader.

Map 27



Picture 57



Tree ID: 14687

Ginkgo tree "*Ginkgo biblia"* near the intersection of 18th and main street with damage in multiple places along the trunk. Slow growing species such as this one will have a better chance of recovering from wounds present. Overall structure is poor-fair with no central leader present leaving branches susceptible to failure.

Consider replacement with a higher quality nursery stock and perform young tree training to implement tree healthy and longevity.

Picture 58



Tree ID: 14688

Dead standing ginkgo "*Ginkgo biblia"* at the southeast corner of 15th and main street. Poor planting depth and soil composition within the street box has lead to overall tree decline in addition to recent drought conditions.

Map 28



This concludes the tree evaluation within the north central main street tree section contained between 1500 and 2000 blocks of main street.

5.3 South Central Main Street Trees

The south central main street trees will evaluate the trees on either side of main street from 20th to 26th beginning with the west side of 20th, moving south until reaching 26th, then north evaluating the trees along the east side of main street.

Map 29



Picture 59



Tree ID: 14689

Locust tree "*Gleditsia triacanthos"* directly adjacent to an awning near the southwest corner of 20th and main street. This tree species has been developed for "ROW" areas and to grow within limited canopy space, however there is limited space for trunk expansion in the future.

In circumstances such as this where the adjacent business has a large extending awning consider exchanging the tree box for a large flower planter.

It would be in the best interest of the trees longevity, Joplins urban tree canopy and would greatly benefit the community to extend the "tree box" following the yellow arrow to where the current X parking space is located. This would allow a larger tree to expand and provide true benefits to business owners and citizens.

Picture 60



Tree ID: 14690

Locust tree "*Gleditsia triacanthos"* along the west side of main street just south of the 20th street intersection. Some damage is present along the trunk with a poor root flare present at the soil surface. Although there is no foliage present within the canopy crown at this time, quality branch flexibility and bud vigor exist throughout. Upon limited inspection the upper portion of the growth medium the soil composition is in poor condition.

Map 30



Picture 61



Tree ID: 14691

Kentucky coffee tree "*Gymnocladus dioicus"* in fair condition mid-way between 21st and 22nd street along the west side of main street. This tree has been planted poorly and a large amount of rocks have accumulated around the tree base adding stress via temperature increase.

Remove upper portions of rock/ soil and replace with quality top soil plus amendments to improve the growth medium and reduce heat stress.

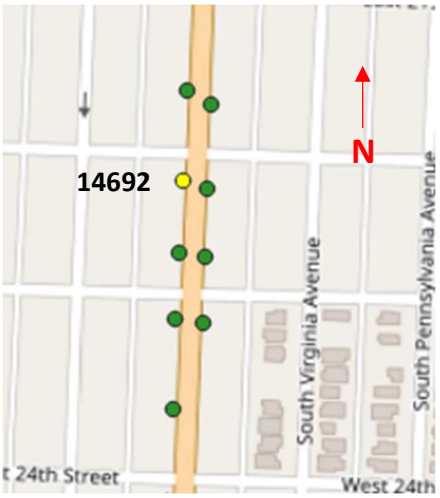
Picture 62



Tree ID: 14692

Locust tree "*Gleditsia triacanthos"* in fair condition along the west side of main street. This tree has a broken limb likely from pedestrian traffic and bagworm cases present within the defoliated canopy crown. Add quality top soil and soil amendments that promote nutrient uptake and water retention. Continue to monitor this tree and water during summer months or periods of extended drought.

Map 31



Picture 63



Tree ID: 14693

Locust tree "*Gleditsia triacanthos"* near the intersection of 23rd and main street. Soil medium is consistent with the newly installed trees extending from 15th to 32nd and main street. Removal of the upper portions of the soil/ rocks and replacement with quality top soil plus amendments to increase the nutrient uptake is recommended.

Continue to water street trees throughout summer months and in periods of drought.

Picture 64



Tree ID: 14694

A column (columnar) shaped English oak "*Quercus robur"* near the intersection of east 23rd and main street. This tree has excessive amounts of scale present throughout the canopy crown and poor soil medium for growth. Removal and replacement is recommended for this space, however a columnar type tree is not necessary due to the lack of an adjacent building providing ample space for canopy growth.

Map 32



Picture 65



Tree ID: 14695

Dead standing Kentucky coffee tree "*Gymnocladus dioicus"* near the northwest corner of 23rd and main street. Large mechanical wound at the base and poor soil composition present preventing quality tree health. Replace tree with a larger species from the main street sidewalk approved list while making necessary soil amendments to promote top quality tree health.

Picture 66



Tree ID: 14696

English oak "*Quercus robur"* with a large wound and splitting bark throughout the entire trunk. Bag worms present throughout the canopy with no foliage remaining. Upon replacement of this tree, better quality soil and amendments should be considered. Nursery stock selection and proper planting techniques should be top priority when installing a replacement tree.

Map 33



Picture 67



Tree ID: 14697

Fastigiata golden rain tree "*Koeireutaria paniculata"* specifically developed to maintain a column/ pyramid shape near 26th and main street. This tree has significant die back in the upper portions of the canopy. Poorly chosen nursery stock with limited nutrients within the soil in addition to recent drought condition has lead to overall tree decline.

Replacement tree can have a full expanding canopy with the allowed space and adjacent parking lot.

Picture 68



Tree ID: 14968

English oak "*Quercus robur"* located just north of the intersection at 25th and main street. Bagworms and scale present throughout the canopy making the limbs brittle. Upon base inspection; root flare appears to be planted to deep with a significant amount of rocks present in the upper portions of the soil.

Replacement is recommended, canopy size/ shape is not a factor in replacement selection at this time.

Map 34



Picture 69



Tree ID: 14699

Dead standing English oak "*Quercus robur"* with damage along the trunk base and bagworms present in the canopy. Poor planting and soil composition has contributed to overall tree decline. Replacement tree is recommended with no limitations of canopy size/ shape.

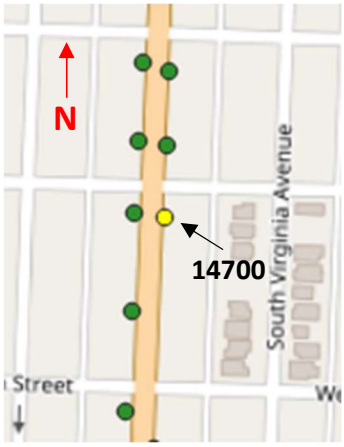
Picture 70



Tree ID: 14700

English oak tree "*Quercus robur"* in sever decline with little to no branch flexibility. Poor planting, low quality soil medium, and extended periods of drought have lead to the decline of this tree. Replacement tree is recommended with the addition of soil amendments and regularly scheduled watering.

Map 35



Picture 71



Tree ID: 14701

Kentucky coffee tree "*Gymnocladus dioicus"* in good condition on the northeast corner of east 23rd and main street. Monitor young tree development and add quality topsoil to the existing box. Continue to water this tree through the summer months or periods of drought.

Trees such as the Kentucky coffee tree have developed a course bark young, early in its growth which makes it more resistant to radiating heat damage and a quality choice as a street tree.

Picture 72

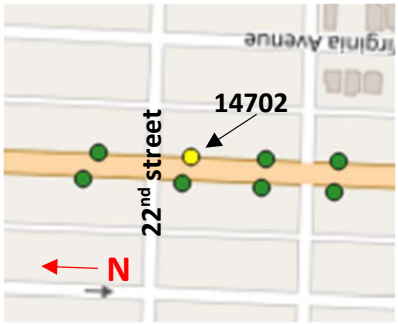


Tree ID: 14702

Chinese /lacebark elm "*Ulmus parviflora"* in good condition with some foliage loss due to bag worms. Portions of the canopy crown have yellowing throughout due to poor soil conditions and heat damage.

Removal of the top layer of rock/ soil is recommended and replacement with quality topsoil top improve growth conditions/ encourage canopy growth.

Map 36



Picture 73

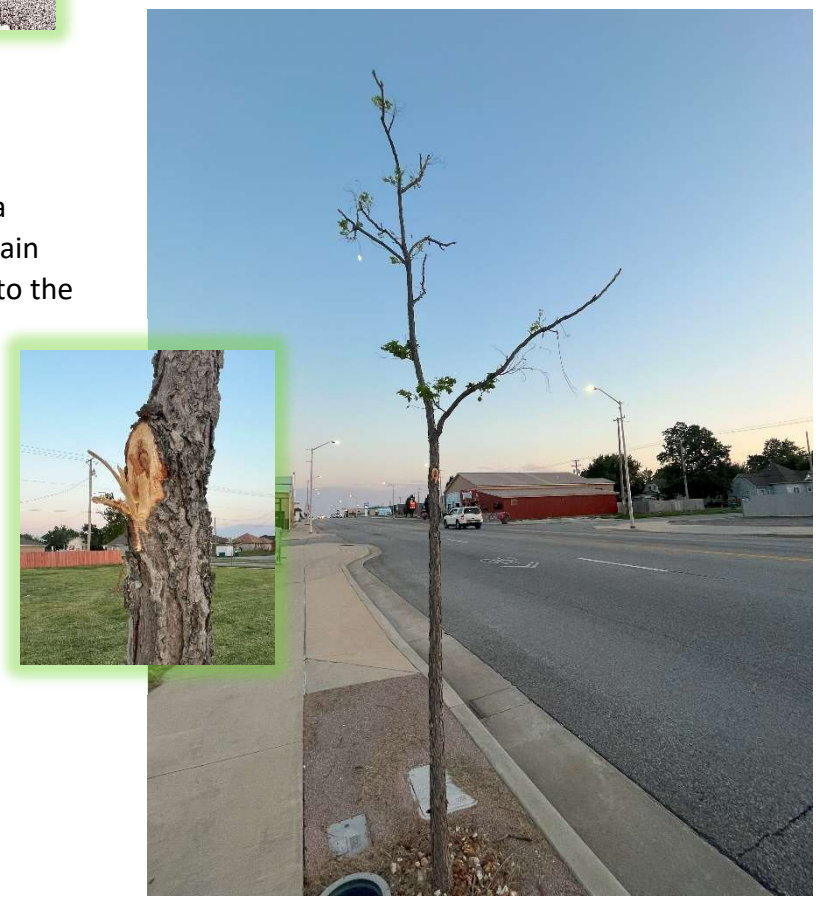


Tree ID: 14703

Chinese/ Lace bark elm "*Ulmus parviflora"* with a healthy canopy just north of the intersection of 22nd and main street. Some cracks are present on the lower trunk which should be regularly inspected while monitoring for evidence of decline in the canopy.

Continue to water this tree through the summer months or during periods of extended high temperatures. Consider adding higher quality top soil without causing excessive damage to the

Picture 74



Tree ID: 14704

Kentucky coffee tree "*Gymnocladus dioicus"* with a significant limb broken off along the east side of main street. Due to the broken branch collar and stress to the natural collaring area wound is likely to collar unsuccessfully leaving this tree open to insect and disease. This tree is recommended for removal and replacement with the same species to promote species variety and canopy expansion where allowed.

Map 37



Picture 75



Tree ID: 14705

Chinese elm "*Ulmus parviflora"* in overall good condition near the intersection of 20th and main street along the east side. Some bagworms are present within the canopy, but infestation is minimal. Monitor growth and overall tree health while continuing to water throughout the summer months/ periods of drought.

Consider removing upper portions of the current growth medium (causing minimal damage to absorbing roots) and replacing it with quality topsoil to improve nutrient uptake.

This concludes the evaluation of the South Central Main Street Trees extending from 20th to 26th street.

5.4 South Main Street Trees

The South Main Street Trees section will evaluate the trees between 26th street and 32nd street along the east and west sides of main. Evaluation will begin at the southwest corner of 26th and main street, proceeding south until reaching 32nd, crossing to the east side of main street and moving north.

Map 38



Picture 76



Tree ID: 14706

Japanese pagoda "*Sophora japonica"* on the southwest corner of 26th and main street. Tree is dead standing and should be replaced with a tree regardless to canopy spread, due to ample space allowed.

Complete soil improvements before installing a replacement tree and continue to water bi weekly for the first two years, and upon periods of extended heat/ drought.

Picture 77



Tree ID: 14707

Dead standing golden rain tree "*Koeireutaria paniculata"* midway between the 27th and 28th street along the west side of main. Replacement with a columnar/ pyramidal type tree species due to limited space near adjacent buildings.

Upon replacement add topsoil and root stimulators in addition to new tree install while watering biweekly the first two years.

Map 39



Picture 78



Tree ID: 14708

Ginkgo tree "*Ginkgo biblia"* with a large wound present along the west side of main street in poor condition. Wound has developed a healthy collar and due to the slow growing nature of this species tree has the potential to recover fully. However a replacement tree should be considered with the extended amounts/ duration of stress a street tree can endure early on in development.

Replacement with the same species will continue to promote species variety and no canopy expatiation conflicts exists.

Picture 79



Tree ID: 14709

Medium sized ginkgo tree "*Ginkgo biblia"* with a large superficial wound along the trunk, located on the west side of main street. Wound penetrates minimal center wood and a healthy collar has developed therefore replacement is not recommended at this time.

Map 40



Picture 80



Tree ID: 14710

Ginkgo tree "*Ginkgo biblia"* with brown foliage covering more then 90% of the canopy crown. New foliage has begun to emerge from healthy, vigorous buds throughout and quality branch flexibility is present.

Note: the landscape cloth indicated by the red arrow around the base is tight and possibly a contributing factor of water/ nutrient uptake.

Continue to water this tree over the next growing season, and through extended periods of drought/ consistent high temperatures.

Picture 81



Tree ID: 14711

Japanese pagoda "*Sophora japonica"* with significant die back present within the canopy. This tree is located within a "green space" type right of way box south of the 29th street intersection along the west side of main street.
Replacement tree is recommended due to base damage and improper planting techniques at installation.

A columnar type tree is not necessary in this area due to ample space for canopy expansion, consider a tree providing more shade to surrounding parking lots and street sides.

Map 41



Picture 82



Tree ID: 14712

Golden rain tree "*Koeireutaria paniculata"* recommended for replacement due to canopy die back and heavy insect damage along the west side of main street.

replacement with a similar species that can be pruned for clearance for citizens utilizing the sidewalk is recommended.

Consider a flowering tree such as a crab apple "*Malus sp"* or Japanese tree lilac "*Syringa reticulata"* to increase beautification in this region of main street.

Picture 83



Tree ID: 14713

Dead standing golden rain tree "*Koeireutaria paniculata"* just north of the 30th and main street intersection. Upon replacement consider improving the soil composition and applying a water schedule through summer months and times of drought. Consider a medium sized flowering tree to improve the overall aesthetics to this section of the main street trees. The canopy size is not a factor due to the lack of adjacent buildings.

Map 42



Picture 84

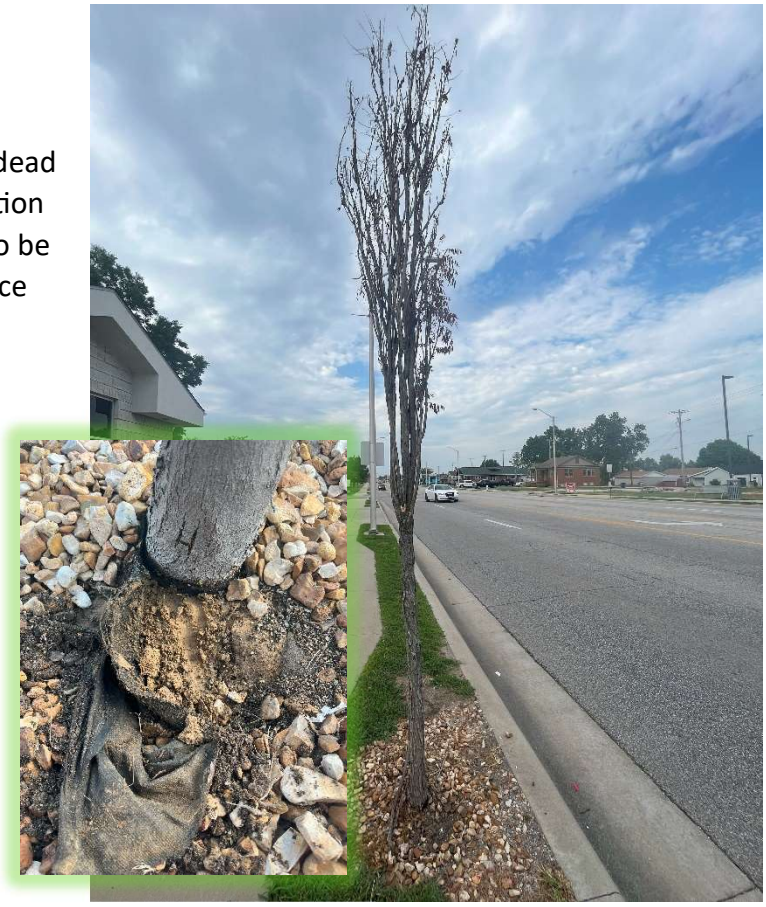


Tree ID: 14714

Medium sized Japanese pagoda "*Koelreuteria paniculata"* recommended for removal and replacement with a tree promoting a naturally spreading canopy. Perform soil improvements upon replacement and perform scheduled watering throughout extended periods of heat/ drought.

Avoid applying rocks as a weed barrier in future street tree plantings. This section of south main street lacks large buildings or shade trees to reduce the amount of heat stress young trees endure. Rocks and other flat smooth surfaces add to the amount of heat reflecting from the street in addition to the direct light causing unneeded stress.

Picture 85



Tree ID: 14715

Japanese pagoda tree "*Sophora japonica"* standing dead along the west side of main street near the intersection of 31st and main street. Landscaping cloth appears to be tightly wrapped around the trunk near the soil surface potentially limiting both nutrient uptake and root development.

Replacement tree is not required to have a limited canopy spread due to ample space available. Provide adequate space between trunk and any type of underground weed barrier to prevent future decline.

Picture 86



Tree ID: 14716

Golden rain tree "*Koeireutaria paniculata"* with a significant amount of wounds present along the trunk. This tree was installed using poor planting practices along the east side of main street and should be replaced with a tree that has quality canopy spread to provide shade to adjacent parking and street areas.

Upon new tree installation place the top root area near the soil surface to promote nutrient uptake and reduce moisture build up along the trunk.

Map 43



Picture 87



Tree ID: 14717

Heavily damaged golden rain tree "*Koeireutaria paniculata"* along the east side of main, within a green space type planting box. The west side of the tree featured in picture 87.1 shows the amount of damage along the street side, likely from heat/ mechanical sources. This damage occurs in the center wood and will continue to decline. Replacement is recommended for this space with a species from the approved city tree list/ main street right of way list.

Picture 88

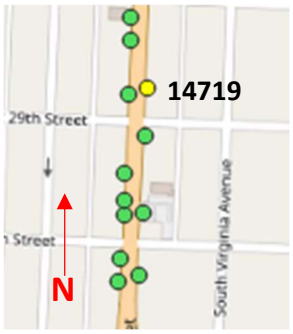


Tree ID: 14719

Ginkgo tree "*Ginkgo biblia"* just north of the 29th and main street intersection along the east side of main. Although the majority of the canopy is "browned out" new growth is emerging from vigorous buds with quality branch flexibility throughout the crown. There is little to no damage along the trunk and a quality trunk flare exists at the soil surface.

Continue to water this tree through the summer months/ during periods of drought while monitoring for further canopy crown damage.

Map 44



Picture 89



Tree ID: 14720

Golden rain tree "*Koeireutaria paniculata"* in fair condition mid-way between 27th and 28th street along the east side of main street. This tree shows minimal signs of dieback in the upper portions of the canopy and some yellowing along the edges of the leaves as a potential indication of poor soil composition.

Continue to water this tree while monitoring for further indications of decline. Consider adding soil amendments to increase nutrient uptake while causing minimal damage to the root system.

Picture 90



Tree ID14721

Golden rain tree "*Koeireutaria paniculata"* in severe decline near the intersection of 26th and main street. Heavy amounts of damage along the entire trunk and significant decline within the canopy. Several broken limbs remain within the crown aiding in the development of insect/ disease problems.

Replace tree, if possible moving the tree to the center of the allotted box allowing ample distance from the street/ driveway of the adjacent parking lot.

Healthy thick collar has developed over some of the trunk damage, however damage is extensive and causing stress to a developing street tree.

Map 45



6.0 Conclusion

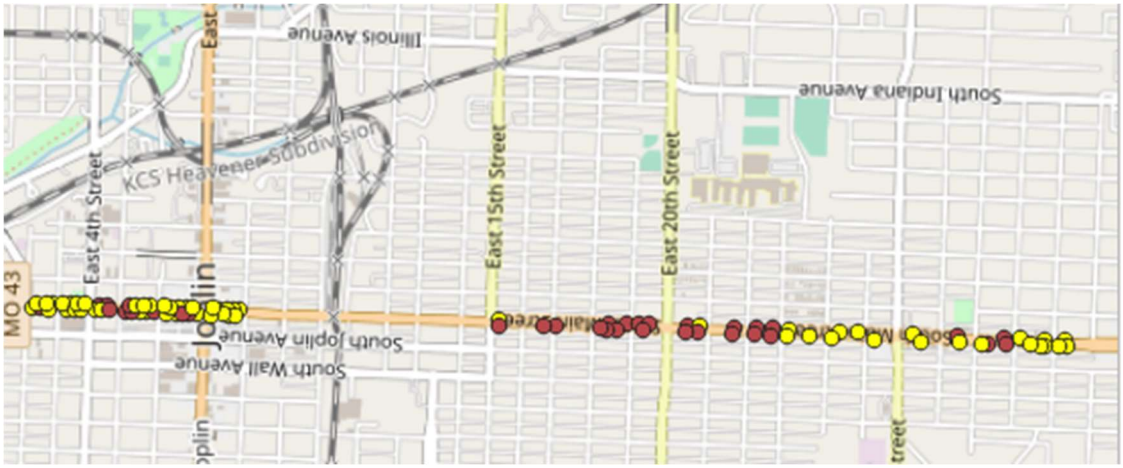
The trees along either side of main street between 2nd and 32nd street are in overall fair condition with several maintenance and removal recommendations at this time. It is recommended to remove the Callery/ Bradford pears "*Pyrus calleryana"* between 2nd and 8th streets due to their invasive nature, recommendations for replacement from the Missouri Department of Conservation and the city tree board, as well as the lack of reliability this tree species offers once it matures. Ornamental pear trees experience large limb failure upon periods of storm including ice, heavy amounts of rain, and excessive wind gusts. The allotted space for these right of way street trees means large limb failure could result in damage to parked cars or adjacent businesses.

The newly established trees, installed within the last 5 years, between 2nd and 32nd street should be watered throughout the summer months or periods of extreme heat until well established. Consider adding soil amendments to improve nutrient uptake and soil composition, increasing growth rate and improving downtown beautification. Young trees with a height below 8ft experiencing impact from bagworms should be picked/ removed by hand to reduce stress and cost of pesticide applications. Ornamental cages that exist around the trees in this section of main street should be removed or left off young trees until the lower limbs extend beyond the highest cage point reducing the likely hood for damage.

The trees extending south from 15th to 32nd are in need of soil amendments, scheduled watering, pruning, and/ or replacement. This area has a higher temperature at the street level than that of north main from previous tornado damage. There are little to no large trees or buildings to provide a reprieve from the direct/ reflecting heat onto young, newly established trees adding to the amount of stress street trees endure. By improving the soil composition and eliminating the rock mulch at the base the likelihood for tree success is increased.

Proper planting techniques and improved soil composition should be considered when establishing any new tree throughout the city. Newly established street trees need 25 gallons of water per week at minimum through the first 1-5 growing seasons or during periods of extended high temperatures/ drought. Soil composition should be of high quality upon installation to assist in nutrient uptake, water retention, and root system protection.

Map 46



Map 46 indicates the trees recommended for removal with yellow circles and monitoring/ watering & soil improvements with a red circle. Considered surrounding buildings and parking lot areas upon new tree selection/ planting.



City of Joplin

Tree Planting & Maintenance Plan

August 20, 2023

These comprehensive tree care tips will guide you through the process of selecting, planting, and caring for the right tree for your space. It's important to remember that proper tree care starts when you select a tree. And what you do to your tree in its first few years of life will affect its shape, strength, and even its lifespan. Following these steps will make sure your tree gets a good start for a healthy life.

Choosing the Right Type of Tree

- Proper tree care begins with selecting the right tree and planting it in the right place. Make sure your tree will thrive — especially once fully grown — where you want to plant it. Things to consider include:

- **The tree's purpose.** Are you planting it for aesthetics, privacy, shade/energy reduction, windbreak, or as a street tree? Your end goal will determine the suitability of different trees.
- **Planting site limitations.** What is your hardiness zone? What is the maximum height and spread for a tree in the space? What are the sun exposure and soil conditions?

Right Tree, Right Place

- Short, flowering trees don't clash with overhead utility lines. Large deciduous trees on the southeast, southwest, and west provide cooling shade in the summer but don't obstruct the warming winter sunlight. An evergreen windbreak to the north block's cold winds in winter.

- **Height.** Will the tree bump into anything when it is fully grown?
- **Canopy spread.** How wide will the tree grow?
- **Is the tree deciduous or evergreen?** (Will it lose its leaves in the winter?)
- **Form or shape.** A columnar tree will grow in less space. Round and V-Shaped species provide the most shade.
- **Growth rate.** How long will it take for your tree to reach its full height? Slow growing species typically live longer than fast growing species.
- **Soil, sun, and moisture** requirements.
- **Fruit**. No one wants messy droppings on busy sidewalks.
- **Hardiness zone** indicates the temperature extremes in which a tree can be expected to grow. For the purposes of this quiz hardiness zone considerations have been disregarded. Check with your community's tree board or forestry department or a local county cooperative extension agent for a list of trees suitable for planting in your specific hardiness zone.



Selecting a Healthy Tree

Bare-Root Seedlings

- Roots should be moist and fibrous.
- Deciduous seedlings should have roots about equal to stem length.

Balled and Bur Lapped Trees

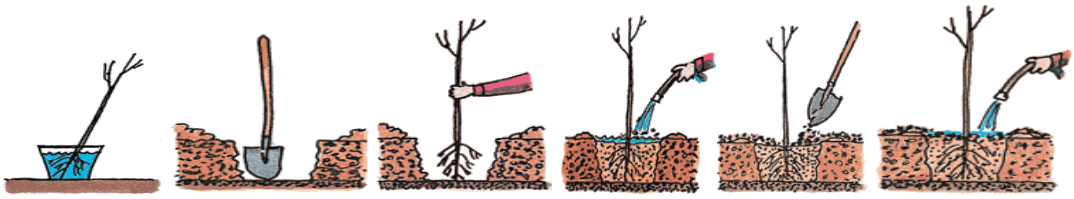
- Root ball should be firm to the touch, especially near the trunk.
- Root ball should be adequate for the tree's size.

Container-Grown Trees

- Container should not contain large, circling roots.
- Pruned roots should be cut cleanly, none wider than a finger.
- Soil and roots should be joined tightly.

How to Plant Bare Root Trees

- Unpack your trees, remove all packing materials, carefully untangle the roots and soak the roots in water 3 to 6 hours. Do not allow the roots to dry out.
- Dig a hole, wider than seems necessary, so the roots can grow outward without crowding. Remove any grass within a 3-foot circular area. To aid root growth, turn soil in an area up to 3 feet in diameter.
- Plant the tree at the same depth it stood in the nursery, with plenty of room for the roots. Partially fill the hole, firming the soil around the lower roots. Do not add soil amendments such as peat or bark. Do not use fertilizer, potting soil, or chemicals on your new trees.
- Shovel in the remaining soil. It should be firmly but not tightly packed. Construct a water-holding basin around the tree. Give the tree plenty of water.
- After the water has soaked in, spread protective mulch two inches deep in a 3-foot diameter area around the base of the tree, but not touching the trunk.
- The soil and mulch around your trees should be kept moist but not soggy. During dry weather, generously water the tree every 7 to 10 days during the first year. Water slowly at the dripline.



How to Plant Balled and Bur Lapped Trees

- You'll need to dig a saucer-shaped hole. If you can, rototill an area five times the diameter and as deep as the root ball. The prepared soil will make the hole easier to dig and encourage root growth. Measure the depth of the root ball to make sure the root collar will be at or a little above ground level when your tree is planted.

- Dig the hole 2 or 3 times as wide and as deep as the root ball. The hole should have sloping sides, and don't disturb the soil at the bottom of the hole.

- Set the tree in the center of the hole. When moving the tree, handle it by the root ball. Don't move or lift the tree by the trunk as this can cause the root ball to separate from the trunk. Check the planting depth. If the root collar is below ground level, compact some soil under the root ball to bring the root collar up to slightly above ground level.

- Once the tree is in position, use wire cutters to cut vertically up the side the wire basket and peel it away. Remove all the rope and twine from the ball and all the nails that hold the burlap together. Pull the burlap back and cut away any loose material. Don't worry about regular burlap under the root ball. It can stay put. But vinyl or treated burlap should be removed completely.

- Make sure your tree is straight and then firmly pack the original soil around the root ball making sure there aren't any air pockets. Keep backfilling until the soil is just below the root collar.

- Create a water-holding basin around the tree and give the tree a good watering. After the water has soaked in, spread protective mulch 2-4 inches deep covering the entire area of backfilled soil, keeping the mulch 4 inches away from the trunk.

- Remove any tags and labels from the tree as these will affect the tree as it grows. You may need to prune any broken or dead branches.



How to Plant Containerized Trees

- Dig a hole 3 to 4 times wider than the container. The hole should have sloping sides like a saucer to allow for proper root growth.

- Carefully remove the tree from the container keeping the soil around the roots intact. It helps to tap the outside of the container to loosen the edge. Carefully slide the tree from the container. Don't yank the tree out of the container as this can separate the roots from the tree.

- Sometimes containerized trees become root-bound or the roots look like they're about to circle the root ball. If your tree is like this, cut an *X* across the bottom of the root ball and four vertical slices along the sides of the root ball with a sharp knife.

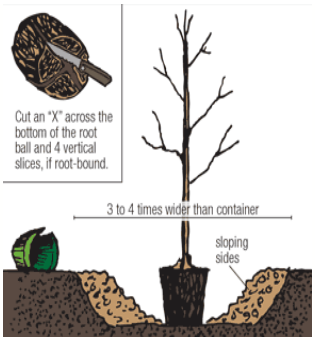
- Set the tree in the middle of the hole. Avoid planting the tree too deep. If the root collar sits below the top of the hole, compact some soil under the tree so that the root flare at the base of the trunk is slightly above ground level. Using some soil, secure the tree in a straight position, then fill and firmly pack the hole with the original soil, making sure there aren't any air pockets. Keep backfilling until the soil is just below the root collar.

- Create a water-holding basin around the hole and give the tree a good watering. After the water has soaked in, spread protective mulch 2–4 inches deep in a 3-foot diameter area around the base of the tree, but not touching the trunk.

- Remove any tags and labels from the tree as these will affect the tree as it grows. You may need to prune any broken or dead branches.

- Fertilizer? *Do not* use fertilizer, potting soil, or chemicals on your newly planted trees. Such products will kill your young trees.

- Watering: Keeping your trees watered is important during their first year. Keep the soil and mulch moist but not soggy. In dry weather, you should water generously every 7–10 days. The water should soak into the soil and mulch. Avoid watering so much that you see standing water.







Tree and Shrub Maintenance Schedule

The Plant Groups referred to are as follows:

Group I	Deciduous shade trees, flowering trees, and non-flowering or inconspicuously flowering shrubs
Group II	Deciduous early flowering shrubs (before June 1)
Group III	Deciduous late flowering shrubs (after June 1)
Group IV	Conifers (trees and shrubs).

A. January and February; weeks 1-4: Prune trees, as per the attached guidelines provided by the Missouri Department of Conservation, in Group I, as needed when temperatures are above forty degrees Fahrenheit. Examine Group IV trees for scales and mites and treat as necessary. Prune shrubs in Groups I, III, and IV when temperature is above 40 degrees Fahrenheit. Apply mulch to tree and shrub beds to achieve (a four-foot diameter area around trees) a two-inch depth of cover. * Replenish mulch as needed to two-inch depth.

B. March; weeks 1 and 2: Examine plants for winter damage. Repair damaged areas as necessary. Stake trees, if required, per the attached guidelines provided by the Missouri Department of Conservation unless otherwise specified. Replace dead trees and shrubs. Complete pruning of shrubs in Group III, as per the attached guidelines provided by the Missouri Department of Conservation. Fertilize shrub beds per the recommendations of the soil test. Do not allow fertilizer to fall on turf areas.

C. April; weeks 1-4: Complete work from previous month.

D. May; weeks 1 and 2: Prune shrubs in Group II immediately after flowering is completed, per the attached guidelines provided by the Missouri Department of Conservation. Examine plants for insect and disease pests. Remove, by hand, any weeds from mulched tree areas and shrub bed areas. Begin watering as necessary.** Weeks 3 and 4: Continue to complete work from previous two weeks. Prune Group IV plants, only if specified, as per the attached guidelines provided by the Missouri Department of Conservation.

E. June; weeks 1-4: Continue pruning Group III shrubs, as per the attached guidelines provided by the Missouri Department of Conservation. Remove, by hand, any weeds from mulched areas. Water as necessary to achieve the equivalence of one inch per week throughout planting areas. **

F. July; weeks 1-4: Examine all plants for aphids, scale and mites and treat as necessary. Continue watering as specified.** Remove, by hand, any weeds from mulched areas.

G. August; weeks 1-4: Continue work from previous month.

H. September; weeks 1 and 2: Continue work from previous month. Weeks 3 and 4: Begin to rake early fallen leaves. Continue watering as specified.** Remove, by hand, any weeds from mulched areas.

I. October; weeks 1-4: Beginning in second growing season of tree, fertilize three feet beyond drip line per the recommendations of the soil test. Examine trees for damage. Repair damaged areas as necessary. Stake trees, if required, as per the attached guidelines provided by the Missouri Department of Conservation unless otherwise specified. Replace dead trees. Continue work from previous month.

J. November; weeks 1-4: Apply mulch to tree and shrub areas as needed to replace or replenish to the required depths.* Complete work from previous month.

K. December; weeks 1-4: Prune Group I and III plants, as per the attached guidelines provided by the Missouri Department of Conservation.

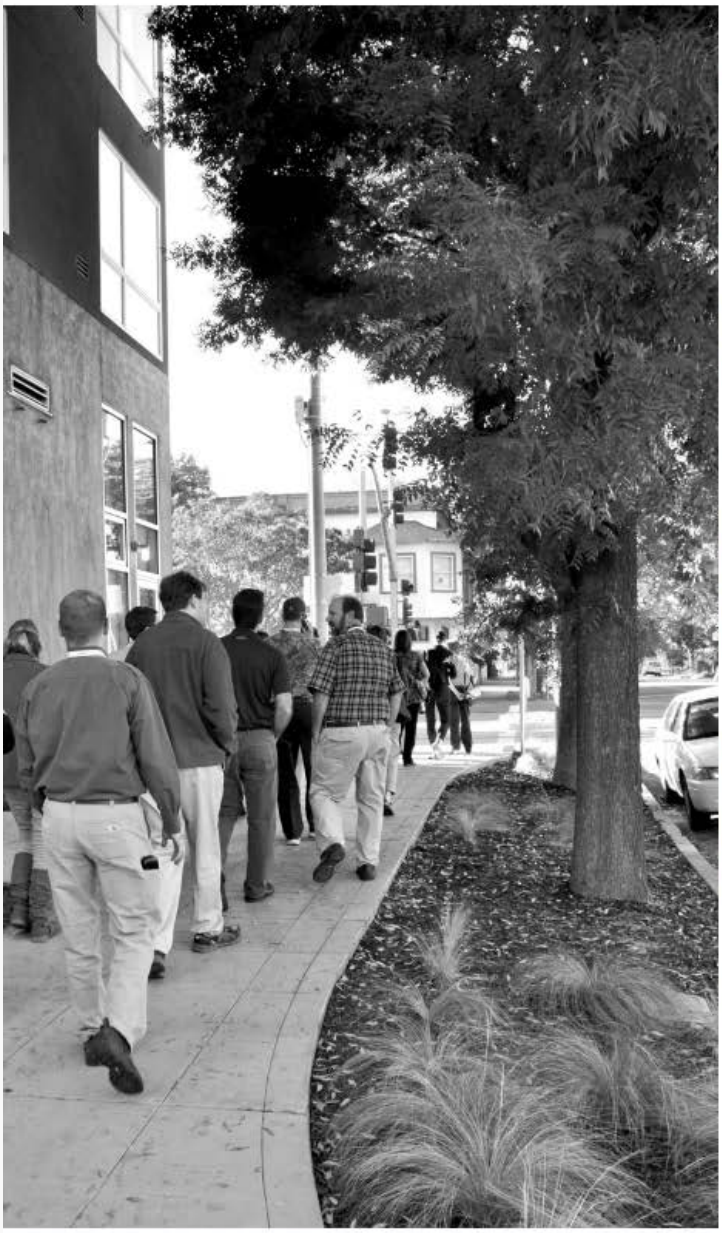
* Replace mulch a maximum of two times per year.

** Water all plants to maintain an adequate supply of moisture within the root zone. **An adequate supply of moisture is the equivalent of one inch of absorbed water per week either through natural rainfall or augmented by periodic waterings.** City will provide rainfall information from nearest rain gauge. Apply water at a moderate rate (1 gallon per minute) so as not to displace mulch or erode soil. One inch of absorbed water per week is approximately equivalent to 10 gallons of water for each 1” of tree caliper (a two-inch caliper tree = 20 gallons of water per week).

APPENDIX A:

Resolving Tree/Sidewalk Conflicts

TREE CITY USA® BULLETIN No. 3 Editor: Dr. James R. Fazio • $3.00



In resolving conflicts between trees and sidewalks, as in so much of life, an ounce of prevention is worth a pound of cure.

With careful planning there are many ways to avoid such conflicts. Bulletin editor Jim Fazio describes the ways well: wide treelawns, proper species selection, tree wells, root barriers, and better built sidewalks are examples.

I hope you will follow his good advice to head off problems between your own trees and sidewalks, and that you will work to bring about this kind of foresight throughout your community.

With good planning, the cost of tree/sidewalk conflicts can be substantially reduced.

Dealing with tree roots and sidewalks that are already tangled can be a more difficult matter. The solutions may require compromises, such as narrowing the sidewalk beside the tree, adjusting the new sidewalk's location, or wisely accepting imperfect concrete if that saves beautiful trees.

Solutions to tree/sidewalk problems can enhance your city's landscape. Brick pavers, tree grates, and retaining walls can be interesting visual elements in the urban fabric. These features, together with the specimen trees they preserve, can give your town a feeling of quality and distinction. They'll advertise to your residents and visitors that you care about the things that matter.

When conflicts between trees and sidewalks arise, I hope you will do everything possible to resolve them in favor of the trees.

Matt Harris, Chief Executive
Arbor Day Foundation

Arbor Day Foundation®
100 Arbor Avenue • Nebraska City, NE 68410

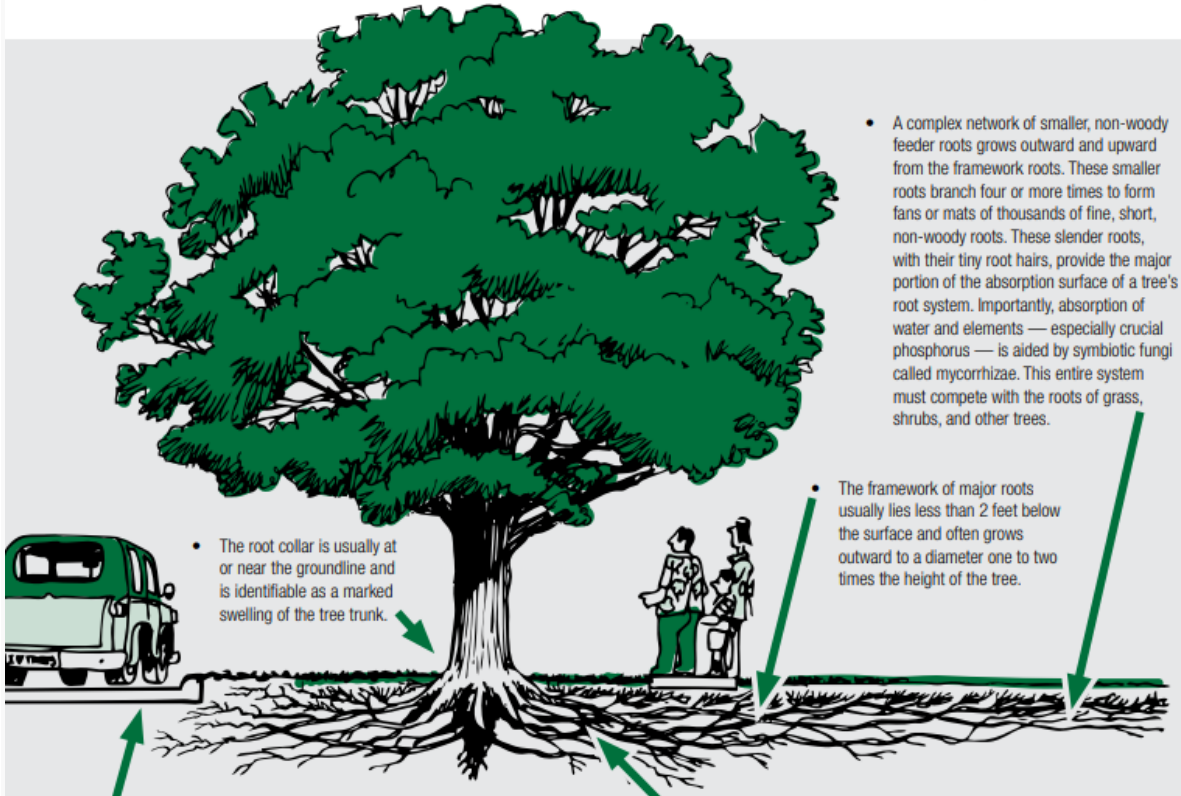
How Roots *Really* Work

Tree roots are active, opportunistic extensions of the tree that provide support and supply water, oxygen, and essential elements needed to feed the tree and sustain its life. The anatomy of a tree consists of approximately 5 percent leaves, 15 percent branches, 60 percent trunk, 15 percent large transport roots, and 5 percent fine feeder roots. Roots can range in size from more than a foot in diameter to less than .008 inch.

The woody transport roots increase regularly in diameter, and even display annual rings. It is this increase in size that swells the base of trees, raises the earth around them, and lifts sidewalks.

Roots can be damaged in a number of ways. Extremes of heat and cold, drying, and frost heaving in the upper layers of soil can kill many of the delicate, non-woody feeder roots. Foraging by soil creatures and digging by humans take their toll on roots. New roots form rapidly after injuries, but there is a limit to how much root mortality a tree can withstand. The severing of even a few major transport roots quickly reduces the total system.

Roots will also die when oxygen supplies are cut off by soil compaction, flooding, or construction of large, impervious pavement areas on the ground surface.



- A complex network of smaller, non-woody feeder roots grows outward and upward from the framework roots. These smaller roots branch four or more times to form fans or mats of thousands of fine, short, non-woody roots. These slender roots, with their tiny root hairs, provide the major portion of the absorption surface of a tree's root system. Importantly, absorption of water and elements — especially crucial phosphorus — is aided by symbiotic fungi called mycorrhizae. This entire system must compete with the roots of grass, shrubs, and other trees.
- The framework of major roots usually lies less than 2 feet below the surface and often grows outward to a diameter one to two times the height of the tree.
- The root collar is usually at or near the groundline and is identifiable as a marked swelling of the tree trunk.
- Because roots need oxygen in order to grow, they don't normally grow in the compacted, oxygen-poor soils under paved streets.

Note: A few species have a taproot that grows straight down 3 to 7 feet or more until it encounters impenetrable soil or rock layers or reaches layers with insufficient supplies of oxygen.

- Between four and 11 major woody roots originate from the root collar and grow horizontally through the soil. These major roots branch and taper over a distance of 3-15 feet from the trunk to form an extensive framework of long, rope-like roots which are ¼-1 inch in diameter. These are important structural roots, supporting the tree against wind and other elements.

Plan to Avoid Future Conflicts

The best way to prevent tree/sidewalk conflicts is to keep the combatants separated from each other. This, of course, is not easy under crowded conditions, especially given a tree's natural tendency to spread its roots laterally in the upper soil layers where nutrients, water, and oxygen are most plentiful. There is no single solution to the problem, but here are some techniques that may help.

CAREFUL SELECTION

One simple solution to the tree/sidewalk problem that is available to anyone is to select the right tree for the right place.

- ☑ Match tree size to the width of the treelawn

TREELAWN	TREE SIZE
4' - 6'	Small
6' - 8'	Medium
8' or more	Large

Less than 4 feet is generally insufficient space for growing trees. (Select trees with a single trunk in narrow treelawns.)

- ☑ Where construction, sidewalk replacement, or other work is predictable and root cutting is inevitable, use species that arborists have found to be more tolerant to root damage. Opinions and local conditions vary, but examples include Norway maple, ginkgo, hackberry, hawthorns, ironwoods, cherries, and river birch. (Note: Oaks, beeches, and redbuds are among the species that often cannot withstand root damage.)

- ☑ Always plant any tree at the correct depth. According to the late tree expert Dr. Alex Shigo, many, if not most, tree problems are caused by planting too deep.

- ☑ Deep-rooted trees like oaks are best near sidewalks.

BETTER SIDEWALKS

Sometimes trees take a bum rap. As proof of this, notice that there are sometimes uneven sidewalks on streets where trees have never been planted. The reason is that soil type was not considered in construction of the sidewalk.

Where the soil type is one that shrinks and swells as moisture content changes, a higher standard of sidewalk construction is necessary to prevent lifting and sinking. This might include mechanically compacting the soil before paving (as is done on streets) and using thicker concrete with wire mesh reinforcement. This adds to the expense, but it will prolong the life of the sidewalk whether tree roots are present or not.

For help with identifying the soil properties under a sidewalk, obtain a soil survey map of the area from your local office of the USDA Natural Resources Conservation Service. These maps usually rate soils for construction stability. If the soil is fill or mixed with other materials, a Natural Resources Conservation Service specialist can tell you how to have the soil analyzed.



Careful selection of species to plant next to sidewalks is the single best way to prevent conflicts.

Avoiding Conflicts (continued)

USE PAVERS AND GRATES

There are many ways to provide expansion space for sidewalk trees while at the same time providing adequate water and aeration.

Whatever is used to cover planting wells, have a plan for enlarging the cover as the tree ages and the trunk widens. Otherwise, the cover will damage and eventually kill the tree. Inspection and adjustment must be planned into the community forestry program just like pruning or watering.



One method is simply to leave a patch of earth, sand, or decorative gravel, delineated and held in place by landscaping timbers or concrete. However, if the border is raised, as in this one, it can be a potential tripping hazard and would be illegal in some cities.



Decorative grates are popular, but regardless of material (for example iron or plastic), cutting is essential — and often ignored — as the tree trunk expands.



The use of planting wells with covers such as 2-inch-thick wood planks provides a smooth walking surface. This method also allows deeper planting, helping to keep roots away from the surface as they begin to spread. By filling the space under the cover with coarse gravel, problems with rodents and trash buildup can be reduced.

Tree wells should be as large as practical, at least 4-6 feet square, and ideally joined under the sidewalk using soil vaults or materials such as those noted on page 8.





An attractive alternative to bare earth or loose mulch is to cover the soil with a layer of sand, then bricks or paving blocks. As the tree grows, the bricks or blocks must be removed to enlarge the growing space.



Porous Pave Permeable Tree Surround is made from recycled rubber chips, which allow water to penetrate.



In Reno, Nevada, a section of steel plates has been used instead of concrete during sidewalk replacement to "bridge" roots of a valued street tree. Although more costly, this helps save trees and provides good public relations with the property owner.

Encourage Deep Root Growth

You can encourage the roots of your trees to grow deep and out of harm's way.

WATERING

Short, frequent waterings wet only the top few inches of soil and encourage roots to grow near the surface. Water longer and less frequently, letting the soil become moist to a depth of several feet. Drilling can aid deep watering. One inch of water per week is recommended, applied slowly within the entire drip line (area under the spread of the tree's crown) and just beyond. Holes 1–2 inches in diameter drilled under the tree will allow better penetration of water and oxygen.

BETTER GROWING SPACE

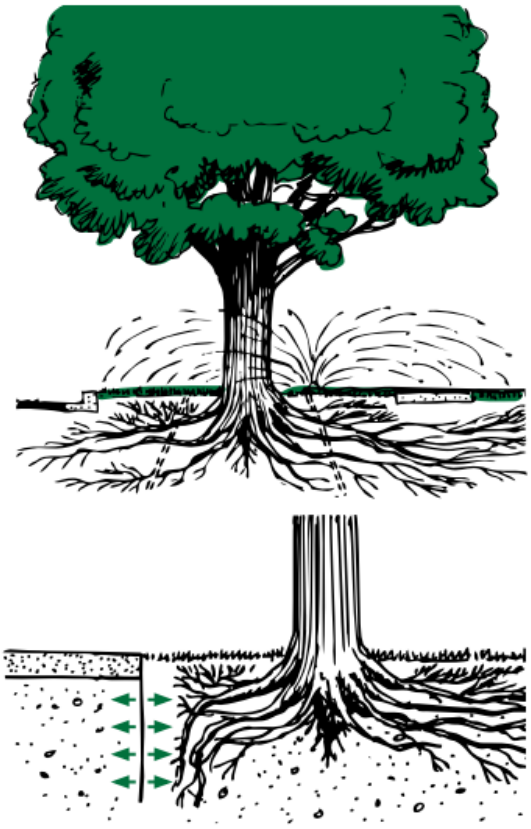
Providing space and favorable growing conditions for roots will encourage roots to stay deep. See page 8 for some effective methods.

ROOT BARRIERS

Barriers force root growth downward. Research is beginning to show that in well-drained, loamy soils, the trick works. Where soil aeration is poor from either compaction or excessive water, roots sometimes quickly turn back up toward the surface after passing the barrier. However, the roots seem to be less massive when this occurs. Gravel surrounding planter-type barriers like the one shown in the photo on the right below may also help supply enough water and oxygen to greater depths to meet the needs of the roots and keep them deep.

A variation of the solid barrier is a herbicide-impregnated fabric that upon contact retards root growth by preventing cell division. The chemical is not taken up in the plant system like most herbicides, so there is no danger of killing the tree or spreading it to other trees through root grafts. The chemicals involved are said to be long-lasting, environmentally safe, and non-toxic to animals. The fabric is flexible and can be wrapped around drain pipes to prevent clogging or spread like a curtain to deflect growth from beneath sidewalk slabs.





Compacting soil beneath the sidewalk can also create a barrier.



In the case of this newly planted tree, the strategy is to place backfill outside the barrier that will favor root growth after it is forced downward by the barrier.

Community Forestry and Sidewalk Conflict

An active urban forestry program can be the best means of preventing conflicts between roots and sidewalks. By focusing attention on a few preventive methods, any community can cut the costs of sidewalk replacement, reduce the mess from torn-up streets, safeguard its trees, and protect people and parked cars from blown-over trees. But it takes planning, leadership, and a willingness to compromise.

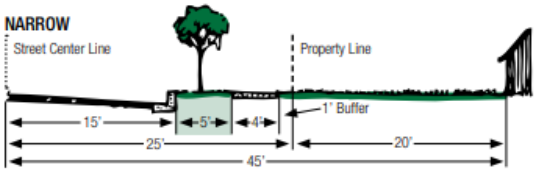
WHEN YOU START WITH A CLEAN SLATE

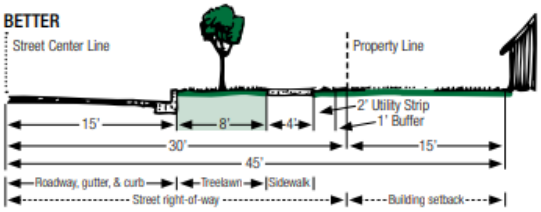
The most efficient way of preventing conflicts is to plan for growing space before streets and houses are even built. Urban foresters and interested citizens need to work with developers and review all subdivision plans prior to their official approval. Space for tree planting must be addressed in the plans just like streets and sewers, and criteria need to reflect what is best for the community, not what is most expedient for the developer.

CURBSIDE TREELAWNS

Curbside treelawns are disappearing as new neighborhoods expand the boundaries of our cities and towns. They are ignored by planners, written out by specifications calling for contiguous curbs and sidewalks, or they are built so narrowly they become a nuisance and soon get filled in with concrete. A revival of curbside treelawns would lend grace and beauty to our new developments, provide a place for piling snow off the street and sidewalks, and give an added measure of protection to pedestrians or children playing on the walks.

Although there is little agreement about the minimum width of a curbside treelawn, consider that even in an 8-foot strip, a mature tree planted in the center will still only have approximately 3 feet separating it from the sidewalk. This space needs to absorb the raised soil that accompanies the swelling of most older trees at ground level. The treelawn must also provide room for a large portion of the spreading lateral root system.

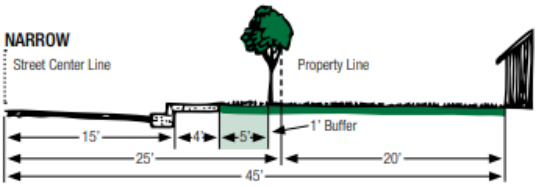


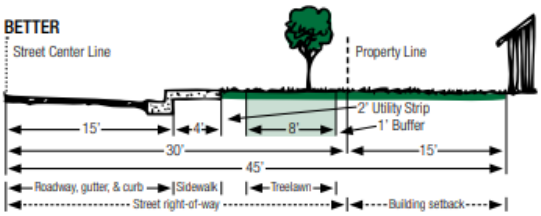


BOUNDARY TREELAWNS

By planting trees at least 3 feet from the edge of the walk, there should be no problem with uplifting as the lower trunk expands.

It is possible to provide either curbside or boundary treelawns of adequate width without reducing the number of lots per subdivision (a major objection from developers and tax-conscious officials). As illustrated by U.S. Forest Service researchers, the difference between adequate and inadequate space for urban trees can be made up by reducing the required distance between the street right-of-way and the closest edge of a house or other building. The space between the house and the actual street remain the same. This is illustrated in the schematic below. Notice, too, that under improved conditions, a utility strip is provided and located far enough away from the trees that root damage is minimized when digging becomes necessary.

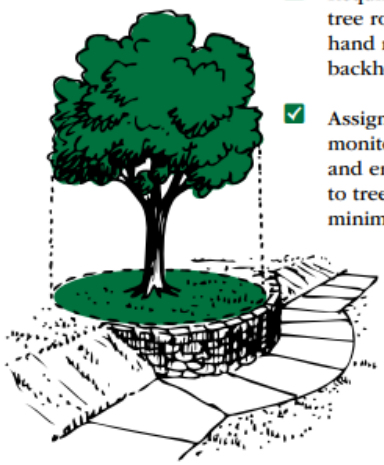




WHEN YOU REPLACE A SIDEWALK

In established neighborhoods, there is much that a good forestry program can do to prevent trees (and people) from being the losers when roots must be cut during sidewalk replacement. Here are some suggestions offered by experienced urban foresters:

- ☑ Prune a year in advance to reduce mechanical stress on the roots and to allow recovery before the tree receives additional trauma from root cutting.
- ☑ Do sidewalk work early in the spring and end all root cutting by mid-summer. This will allow maximum root recovery before dormancy.
- ☑ Provide a coordinated service in which the municipality does the pruning, then fertilizes immediately following construction. A needle-injected, soluable compound that is low in nitrogen and high in phosphorus and potassium is recommended for aiding root recovery.
- ☑ Provide residents who are affected by sidewalk replacement with literature about adequate watering (slow application of at least 1 inch of water per week.) Better yet, give them a copy of this bulletin.
- ☑ Write into any contract that excavated roots will be back-filled the same day to prevent drying. When this method is not possible, roots should be covered with wet burlap and watered. Cleanly prune off the jagged ends of cut roots.



- ☑ Require that digging near tree roots be done by hand rather than with a backhoe.
- ☑ Assign an arborist to monitor construction and ensure that damage to trees is kept to a minimum.
- ☑ When grade changes are necessary, use retaining walls on cuts, or wells (covered by a grate) in fills, to minimize root cutting and to keep the base of the trunk at the original ground level.
- ☑ Make ordinances and street plans flexible enough to allow variations in sidewalk widths to accommodate existing mature trees.
- ☑ Match sidewalk construction standards to soil properties.



- ☑ Consult an arborist to evaluate the effects of root cutting. Species, prevailing wind patterns, lean, and condition of the tree help to predict the risks involved when roots are cut for sidewalk replacement. For safety, tree removal and replacement is sometimes necessary.

WHEN MINOR REPAIRS WILL DO

The root in the photo below has raised the sidewalk. One option is to move the sidewalk a foot or two away from the tree — with the homeowner's permission. A less expensive solution is the addition of a sloped ramp, as shown below, to reduce tripping. Another way to solve the problem without damaging the tree is to use a concrete saw or grinder to cut off the protruding edge.



Add a small concrete or asphalt "ramp" to reduce tripping.

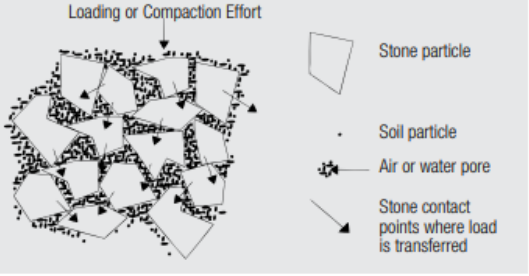


Making More Room for Roots

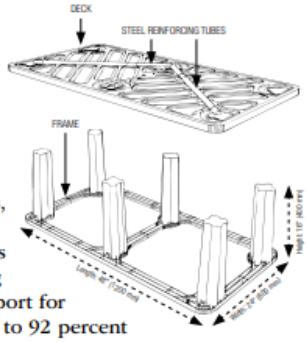
Two inventions in recent years offer a win-win solution to a dual problem. When sidewalks, parking lots, or roadways are installed, compaction of the subsoil is necessary to bear the surface material without cracking or breaking. Unfortunately, the compaction creates a barrier or hostile growing environment for healthy tree roots. These two innovations provide the strength necessary to satisfy engineers while at the same time providing space for tree root growth.

C-U STRUCTURAL SOIL™

This is a patented product resulting from research at Cornell University's Urban Horticulture Institute. C-U Structural Soil™ is a mixture that contains .75"–1.5" angular crushed stone to provide the weight-bearing capacity. Clay-loam is added to provide a good growth medium in the spaces between the rocks. Hydrogel is also added to the mix to hold the soil to the stone surfaces rather than letting it completely fill the pores needed for aeration, or to compromise the weight-bearing job done by the stone. All is done by licensed producers to ensure adherence to the exacting standards of the formula.



SILVA CELLS



Silva Cells were developed by landscape architect James Urban of Annapolis, Maryland, and Deep Root Partners, LP of San Francisco.

The concept is a series of modular, interlocking "cells" that provide support for surface material and up to 92 percent of the space available for uncompacted soil and healthy root growth.

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Arbor Day Foundation in cooperation with the U.S. Forest Service and National Association of State Foresters. To achieve the national recognition of being named as a Tree City USA, a town or city must meet four standards:

Standard 1: A tree board or department
Standard 2: A tree care ordinance
Standard 3: A community forestry program with an annual budget of at least $2 per capita
Standard 4: An Arbor Day observance and proclamation

Each recognized community receives a Tree City USA flag, plaque, and community entrance signs. Towns and cities of every size can qualify. Tree City USA application forms are available from your state forester, the Arbor Day Foundation at **arborday.org/treecity,** or your state forestry agency.

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FOR MORE INFORMATION

For additional information to help reduce conflicts between roots and sidewalks, please visit **arborday.org/bulletins**.

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SOY INK 50007116

JOPLIN CITY COUNCIL
SEPTEMBER 5, 2023
MEETING MINUTES

CALL TO ORDER

The September 5, 2023, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Doug Lawson.

INVOCATION was read by City Clerk Holly Nagy.

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by Mayor Lawson.

ROLL CALL

Answering Roll Call were Council Members: Charles Copple, Keenan Cortez, Josh DeTar, Mark Farnham, Doug Lawson, Gary Shaw, Phil Stinnett, Kate Spencer, and Christina Williams. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

PRESENTATIONS

Capital Improvement Sales Tax Renewal Process

Nick Edwards, City Manager presented.

Tin Cup Trail Update

Motion by Mr. Stinnett, second by Mr. Copple to proceed with Phase 1 of the trail and to continue to look for ways to fund through grants and the tunnel whenever we can find the funds to do it, without digging into our existing reserve funds. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

Since Joplin's Centennial in 1973, the community has evolved and improved with the times. Fifty years later, popular music, like our community, has progressed.
Joplin still rocks and stomps with a vibrant music scene.

Over the past five decades, local and regional musicians and bands have found a special place in our hearts -- long live the garage band! The final event of the Joplin 150th Celebration (1873-2023) will reunite local bandmates who may no longer formally play together but whose past performances have left lasting memories in the hearts of many. As a finale for the year-long Sesquicentennial, the Joplin Celebrations Commission, with Freeman Health System, presents a two-day concert.

ROCK STOCK: Joplin Local Legends Concert Weekend.
September 8 and 9, at The Amphitheater in Landreth Park, 905 N. Murphy Blvd, Joplin.
Friday night will focus more on the music of the 90s to today, whereas Saturday night will reminisce on the 70s and 80s.

In addition to the entertainment, there will be a beer garden hosted by Daybreak Rotary, an opportunity for the public to meet with area not-for-profit organizations under the United Way Agency Midway, and a selection of local food truck cuisine.
Food trucks and exhibitors will open at 3:00, with the staged entertainment from 5:30 to 11:00 p.m.

Lawn chair and blanket seating.

Friday
•Ben Miller Band Reunion
•TotoJojo
•TownHouseFire
•Vagabond Grove and The Drifting Heads

Saturday
•Smoot Mahuti
•Southern Fried
•Encore w/ Hank Rotten
•Larry Smith Group

Main Street will be closed from 7th Street to 2nd Street tomorrow, Wednesday, September 6 for the Joplin High School Homecoming Parade.

The parade starts at 6:30 P.M. The street closure will be from 5:30 to 7:30 PM.
Come out and enjoy this fun tradition as we fire up our Eagles to beat the Ozark Tigers Friday night.

Friday's game time is 7:00 PM at the Dewey Combs Athletic Complex at Junge Field.
Go Eagles.

This week is Pride Week.
Join JOMO Pride Committee for JOMO PrideFest 2023! Back bigger and better than ever Now 3 days, September 8th - 10th! Celebrate Pride weekend kick-off with the first-ever Joplin Pride Parade on Friday, September 8th! Festival activities last all weekend long!

September into October is a busy events time in Joplin.
Events at the Carver National Monument, Wildcat Glades, the conclusion of the Third Thursday series, Literacy Liftoff, Porch Fest, Bluegrass Festival, and the larger-than-life Guilty by Association Truck show.

For more details on all of these and more, go to Visit Joplin MO.com events page.

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

Public Hearing Procedures were read by City Clerk Holly Nagy

PUBLIC HEARING FOR COUNCIL BILL NO. 2023-278

Mayor Lawson opened the Public Hearing.

No one spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2023-278

Mr. Cortez introduced Council Bill No. 2023-278 AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-1 (Neighborhood Commercial) to District R-3 (Apartment House) property as described below and located at 832 S Pennsylvania Ave.

Motion by Mr. Cortez, second by Mr. Copple to rescind Ordinance No. 2023-099 and remove it from the table. Voting in favor were Council Members: Copple, Cortez, DeTar Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0.

Motion by Mr. Cortez, second by Ms. Spencer to strike Council Bill No. 2023-278. Voting in favor were Council Members: Copple, Cortez, DeTar Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. This item was stricken.

CONSENT AGENDA

Motion by Mr. Cortez, second by Mr. DeTar to approve the Consent Agenda. Voting in favor were Council Members: Copple, Cortez, DeTar Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0.

Minutes of the August 21, 2023, City Council Meeting

Minutes of the August 28, 2023, Special City Council Meeting

COUNCIL BILL NO. 2023-012 - AN ORDINANCE approving a plan for an industrial development project; authorizing the City of Joplin, Missouri to issue its taxable industrial development revenue bonds in a principal amount not to exceed $36,960,000; and authorizing and approving certain documents and actions in connection therewith. **Ordinance No. 2023-129**.

COUNCIL BILL NO. 2023-135 - AN ORDINANCE authorizing the approval of the 2023 Public Transportation Agency Safety Plan (PTASP) Safety Targets for the City of Joplin, MO, Metro Area Public Transit System (MAPS) and Sunshine Lamp Trolley. 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. **Ordinance No. 2023-130.**

COUNCIL BILL NO. 2023-147 - AN ORDINANCE amending Chapter 114, Traffic, Article IX, Pedestrians. **Ordinance No. 2023-131.**

RESOLUTIONS

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2023-148

Mr. Stinnett introduced Council Bill No. 2023-148 - AN ORDINANCE approving a work authorization with Burns & McDonnell in the not to exceed amount of One Hundred Eighty Five Thousand Four Hundred Seventy Six and 00/100 Dollars ($185,476.00) for professional engineering services associated with the Hydraulic Model Update and Flow Metering Project on behalf of the City of Joplin 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. Motion by Mr. Stinnett, second by Mr. Copple that Council Bill No. 2023-148 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2023-132**.

COUNCIL BILL NO. 2023-149

Mr. Copple introduced Council Bill No. 2023-149 - AN ORDINANCE approving the City of Joplin to enter into an agreement with G&G Construction Co., Inc. in the amount of One Hundred Ten Thousand Nine Hundred Ninety-One and 80/100 Dollars ($110,991.80) for construction services on the Turkey Creek Wastewater Treatment Facility Leachate Aerial Crossing 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. Motion by Mr. Copple, second by Ms. Spencer that Council Bill No. 2023-149 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2023-133**.

COUNCIL BILL NO. 2023-609

Mr. Copple introduced Council Bill No. 2023-609 - AN ORDINANCE approving the applications of MO-KAN Dragway for marketing 2024 race events, Midwestern Built CrossFit for Monster Games, Joplin Disc Golf Club for the 19th Annual Four States Open, Mother Road Mayhem for the Mother Road Mayhem truck show, Joplin Esports Booster Club, for their Eagles Lair III and Eagles Lair IV, Twin Hills Golf and Country Club for the NJCAA (National Junior College Athletic Association) Men's Division 2 Golf National Championship, and the American Youth Golf Association Tournament, Ozark Christian College for marketing their 2024 conference series, Active Lifestyle Events Inc. for the 2024 Joplin Memorial Run, Heartland Concert Band for Community Band Outdoor Picnic, North Heights Neighborhood for North Heights Porchfest 2024, Neosho Arts Council for ArtCon 2024, Historic Murphysburg Preservation, Inc for a tour booklet for Murphysburg Historic Places, JOMO Pride, Inc. for JOMO PrideFest, Emancipation Celebration Committee for the 2024 Emancipation Celebration, and the Freedom of Flight Museum for a 2024 Marketing Campaign for utilization of FY2024 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds and containing an emergency clause. Motion by Mr. Copple, second by Mr. DeTar that Council Bill No. 2023-609 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Spencer , Stinnett, and Williams, 7. Nays: Farnham, Shaw, 2. The Council Bill was declared adopted and entitled **Ordinance No. 2023-134**.

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2023-139

Mr. DeTar introduced Council Bill No. 2023-139 - AN ORDINANCE approving a work authorization with Allgeier, Martin, and Associates in the not to exceed amount of Four Hundred Ninety-Five Thousand and 00/100 Dollars ($495,000.00) for professional engineering services associated with the 20th & Malang Lift Station improvements project on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. DeTar, second by Dr. Farnham that Council Bill No. 2023-139 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Bill was read as Council Bill No. 2023-139.

COUNCIL BILL NO. 2023-284

Mr. Cortez introduced Council Bill No. 2023-284 - AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2023, through October 31, 2024, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, as the City of Joplin has been designated to conduct transportation planning programs for the Joplin Area Transportation Study Organization; authorizing the City Manager or his designee to execute said Agreement for the City. Motion by Mr. Cortez, second by Ms. Spencer that Council Bill No. 2023-284 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Bill was read as Council Bill No. 2023-284.

SECOND AND THIRD READING
UNFINISHED BUSINESS

NEW BUSINESS

Declare Excess Surplus Property for The Annual City of Joplin Auction on September 16, 2023.

Motion by Mr. DeTar, second by Mr. Copple to approve excess surplus property. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0.

Mr. Copple would like for the City Manager to look at how many mailboxes are placed on city sidewalks on 26th street. Mr. Copple would like to review the Ordinance or Policy for mailboxes on sidewalks.

Vote to go into closed session, which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021(3) RSMo, as amended, 2020, more specifically for the purpose of evaluating certain Council employees. 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. Motion by Mr. Cortez, second by Mr. DeTar to go into closed session. Voting in favor were Council Members: Copple, Cortez, DeTar Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0.

The meeting was adjourned at 8:06 p.m.

Respectfully,

Holly Nagy, City Clerk, MRCC

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-139; Agreement and Work Authorization with Allgeier, Martin, and Associates for professional engineering services for the 20th & Malang Lift Station Improvements project.

MEETING DATE
September 5th, 2023

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2023-139; Agreement and Work Authorization.

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 Manager or his designee to approve an agreement and work authorization with Allgeier, Martin, and Associates in the not to exceed amount of Four Hundred Ninety-Five Thousand and 00/100 Dollars ($495,000.00) for professional engineering services for the 20th & Malang Lift Station Improvements project.

BACKGROUND
The 20th and Malang lift station was completed in May of 2018 to accommodate the development projects that were currently in design or construction, per the requirements of the grant that financed the infrastructure. Staff knew that the lift station's capacity would need to be increased periodically to meet demand. Currently, Ledford Construction is building Phase 2 out of the 6 planned phases of the Eagle's Edge subdivision; early this year, Council approved the voluntary annexation and some re-zoning associated with the Wildwood Ranch subdivision, which proposes a total of 272 residential lots, along with four commercial parcels. With all these development projects taking place, staff have determined that now is the appropriate time to design the upgrades to the 20th and Malang lift station; see the Exhibit map for reference. This work authorization directs AMA to design the improvements aimed at meeting long-term wastewater pumping needs. AMA was selected as the most qualified on-call consultant because of their familiarity with this lift station, as indicated within the 2020 Wastewater Facilities Plan. The consultant's fees are within industry standards for design and bidding.

FUNDING SOURCE
Sanitary Sewer Fund

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

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. Chris Parker Sanitary Sewer Engineer		Attention: Mr. Chris Erisman, P.E. First Vice President	
Department: Public Works		Phone: 417-680-7200	Fax:
Phone: 417-624-0820 x 584	Fax: 417-625-4738	Project: 20th and Malang LS Improvements 2023-Design & Easm Acq	

WORK AUTHORIZATION NUMBER AMA-OC-023-012
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services to include a scope of work and fees for engineering services, by adding the following terms to their Agreement.

1. Services. The 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. The 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. The 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. The 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-023-012 exceed the sum of Four Hundred Ninety Five Thousand and 00/100 Dollars ($495,000).

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, 2023, 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 Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) 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 Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The 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. The 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: Chris Erisman

Title: First Vice President

Date: 06/30/2023

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

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC-23-012 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the 20th and Malang Lift Station Improvements 2023)

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 professional planning, design, bidding, construction phase, and resident project representation services as hereinafter stated which include customary civil engineering services.

1.1.2 Coordinate the planning, design and easement acquisition services for the improvements project with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Addition of pumps and possibly electrical and storage modifications to increase pumping capacity at the existing 20th and Malang lift station in the City of Joplin.

1.1.3.2 Design of the addition and/or replacement of approximately 17,625 LF of 14-inch diameter force main from the existing 20th and Malang lift station, south to the existing City of Joplin Shoal Creek Wastewater Treatment Facility.

1.1.3.3 Right-of-Way/Easement Acquisition services for the project, if desired by the OWNER. It is estimated that up to 18 separate properties will need easements/right-of-way acquired in order to construct the project.

1.2 Planning and Design Phases.

ENGINEER shall provide the following planning and design services for the project, as follows:

1.2.1 Meet with OWNER and OWNER's representatives to discuss recommendations, project expectations, alternates, and costs.

1.2.2 Conduct topographic surveys to the extent necessary for design of the project facilities.

1.2.3 Conduct research and investigation into existing utilities and facilities located within project boundary.

1.2.4 Prepare preliminary design documents consisting of final design criteria and preliminary drawings, and review same with OWNER.

1.2.5 Based on the information contained in the preliminary design documents, submit to the OWNER an opinion of probable project costs.

1.2.6 On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings and specifications to show the character and extent of the Project.

1.2.7 Advise OWNER of any adjustments to the latest opinion of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project cost based on the drawings and specifications.

1.2.8 Compile for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.2.9 Furnish three copies of the above documents and present and review them in person with OWNER.

1.3 Right-of-Way/Easement Acquisition

ENGINEER shall provide the following services in association with Right-of-Way/Easement Acquisition services as follows:

1.3.1 Review and understand right of way and engineering construction plans.

1.3.2 Attend public meetings on proposed projects at the request of city staff.

1.3.3 Set up and maintain right of way acquisition file for each parcel.

1.3.4 Send appropriate notices to property owners as required by funding source and city policy.

1.3.5 Prepare legal documents using standard right-of-way and easement forms.

1.3.6 If an appraisal is found to be necessary, review appraisal information and send certified letter of offer to each property owner.

1.3.6.1 Property appraisals shall be completed by an appraiser as selected by the OWNER and not be included as part of this scope of work. Any required appraisals, if determined necessary, may be provided by the ENGINEER, at the direction of the OWNER, as an additional service.

1.537 Contact owners and arrange on site or office meetings to review project or compensation details.

1.3.8 Prepare a detailed Negotiation's Report for each property. Report will include property owner information, all contacts, attempted contacts, or other related activity.

1.3.9 Review counter offers, special requests or conditions with project manager.

1.3.10 Once an agreement has been reached, consultant will obtain signatures and provide notary services for each required document.

1.3.11 Signed documents shall be forwarded to the OWNER for appropriate approval, payment processing, and recording.

1.3.12 Arrange for payments, if any, by the OWNER to property owners in exchange for said easements. ENGINEER shall deliver said payment to property owner.

1.3.13 In the event that negotiation for easements is unsuccessful after three attempts, provide to the OWNER a prepared report of negotiations and the remainder of the file to allow the OWNER to decide the course of future action.

1.3.14 Attend commissioners viewing, testify in court during condemnation proceedings as directed by legal department. Court testimony or attendance at meetings required or requested as part of the condemnation process shall be provided by the ENGINEER as an additional service.

1.3.15 The right-of-way/easements shall be procured in accordance with the requirements of the Uniform Relocation Act.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER and Design shall be completed within 300 consecutive calendar days from that date.

2.2 Distribution of compensation between individual tasks indicated in Section 3 may be altered as necessary to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by the OWNER.

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 2023-2025"; with a total compensation ceiling of $495,000 as set forth in Work Authorization Number AMA–OC-23-012 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task	Estimated Fee
Standard Project Engineering Services Planning and Design Phase Engineering Services (Paragraphs 1.1.3.1 and 1.1.3.2 and 1.2.1 through 1.2.9)	$445,000
Right-of-Way/Easement Acquisition (Paragraphs 1.1.3.3 and 1.3)	$50,000
Total Estimated Maximum Fee – All Services	$495,000

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2023, 2024 and 2025

LABOR RATES

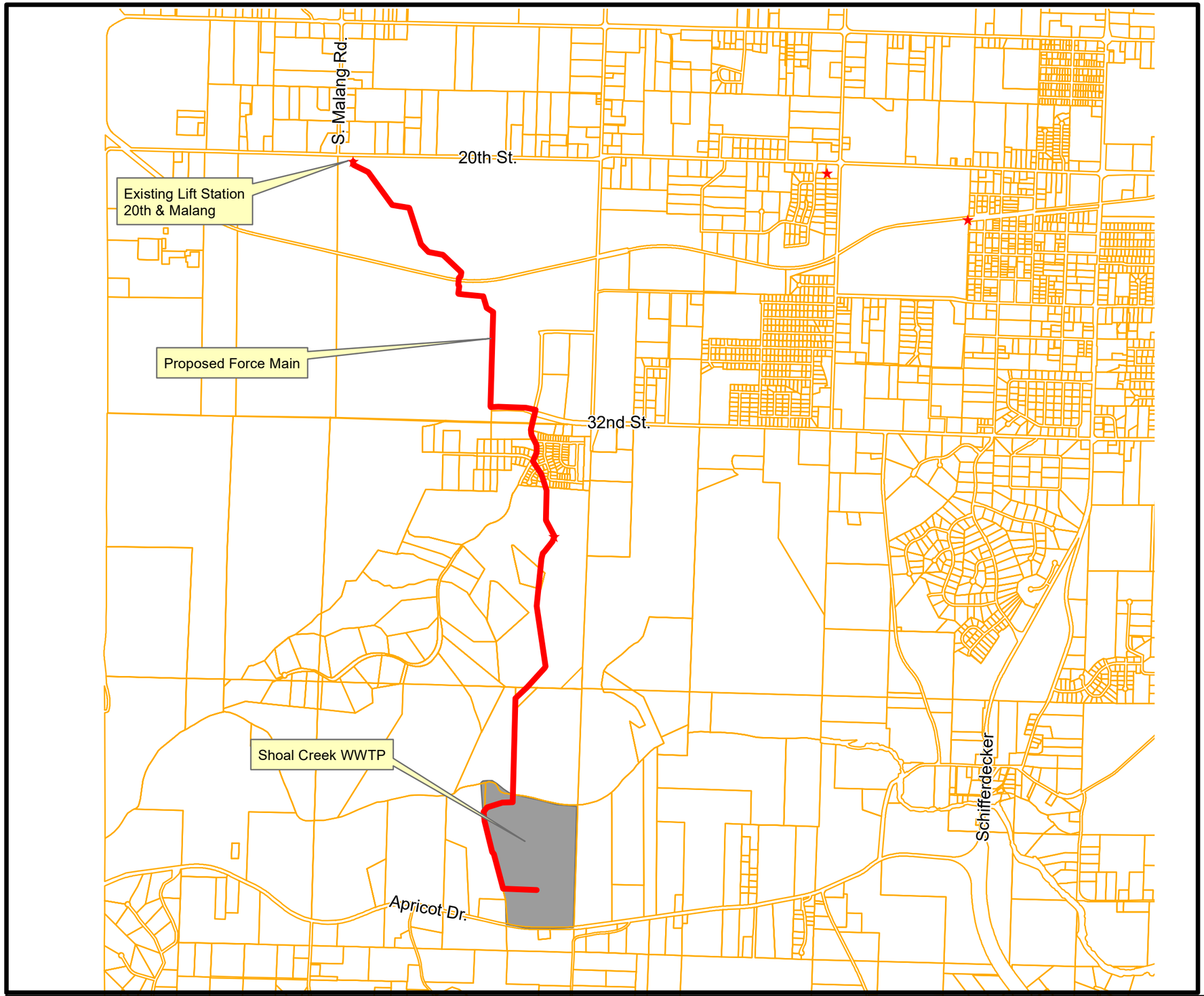
Classification	Hourly Billing Rate 01/01/2023 thru 12/31/2023	01/01/2024 thru 12/31/2024	01/01/2025 thru 12/31/2025
Principal/Engineer VI	$279	$289	$302
Principal/Engineer V	$248	$257	$269
Principal/Engineer IV	$225	$233	$243
Principal/Engineer III	$207	$215	$224
Project Manager/Engineer II	$184	$190	$199
Project Manager/Engineer I	$167	$173	$181
Technician IV	$152	$157	$164
Technician III/GIS Specialist	$152	$157	$164
Technician III	$129	$133	$139
Technician II	$115	$119	$125
Technician I	$109	$112	$118
Two-Man GPS Survey Crew	$213	$220	$230
One-Man GPS Survey Crew	$167	$173	$181
Three-Man Survey Crew	$232	$240	$251
Two-Man Survey Crew	$184	$190	$199
Registered Land Surveyor II	$196	$203	$212
Registered Land Surveyor I	$173	$179	$187
Survey Crew Member	$88	$91	$95
Right of Way Specialist	$134	$139	$145
Project Representative III	$129	$133	$139
Project Representative II	$115	$119	$125
Project Representative I	$106	$110	$115
Secretary/Assistant	$88	$91	$95
Print Specialist	$88	$91	$95

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	$0.65 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



N

Allgeier, Martin and Associates, Inc.
Consulting Engineers and Surveyors
7231 E. 24th Street Joplin, Mo. 64804

Proposed 20th & Malang LS Improvements and Force Main

COUNCIL BILL NO. 2023-139 **ORDINANCE NO**

AN ORDINANCE approving a work authorization with Allgeier, Martin, and Associates in the not to exceed amount of Four Hundred Ninety-Five Thousand and 00/100 Dollars ($495,000.00) for professional engineering services associated with the 20th & Malang Lift Station improvements project on behalf of the City of Joplin 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 work authorization with Allgeier, Martin, and Associates, in the not to exceed amount of Four Hundred Ninety-Five Thousand and 00/100 Dollars ($495,000.00) for professional engineering services associated with the 20th & Malang Lift Station improvements project on behalf of 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.

Section 3. That upon final approval and acceptance of Allgeier, Martin, and Associates work under said contract, in substantial conformance with the attached work authorization, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, Allgeier, Martin, and Associates., shall be paid from the Sanitary Sewer Fund.

Passed by the Council of the City of Joplin, Missouri, this_____day of

_____, 2023 by a_____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2023-139 **ORDINANCE NO**

I hereby certify that a sufficient amount is available in the Sanitary Sewer Fund to pay the amounts called for this project.

_____

Leslie Haase, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 5, 2023

Council Bill No.: 2023-284
Item: Agreement with Missouri Department of Transportation
Originating Department: Planning, Development and Neighborhood Services

Attachments: 1) 2024 Unified Planning Work Program (UPWP)
2) Consolidated Planning Grant (CPG) Agreement
3) Copy of Council Bill

PD&NS Director: Troy Bolander	Date:
Public Works Director: Dan Johnson	Date:
Finance Department: Leslie Jones	Date:
City Attorney: Peter C. Edwards	Date:
City Manager: Nicholas Edwards	Date:

Recommended Action: Approval of Contract Agreement between the City of Joplin and Missouri Department of Transportation for Federal Transportation Planning Assistance.

SUMMARY:

This is an annual agreement between the Missouri Department of Transportation and the City of Joplin for Federal Transportation Planning Assistance. The purpose of this agreement is to allow the Joplin Metropolitan Planning Organization (whereas the City of Joplin is the designated recipient of the assistance) to receive monetary support to complete transportation planning duties and projects that are eligible for federal financial assistance.

The City will receive an 80% reimbursement of expenses. This year's expenses will total no more than $850,233. The reimbursement consists of $681,187 in Federal Consolidated Planning Grant Funds and $79,532 in FTA Section 5307 funding. The City will pay 20% of the project costs incurred to a maximum of $188,929 to draw down the Federal assistance.

Attached is the 2024 Unified Planning Work Program (UPWP) that provides details on the planning projects that will be conducted during the next fiscal year. The Joplin Area Transportation Study Organization (JATSO) is the designated MPO with the responsibility of providing transportation policy and overseeing the federal transportation planning process for the Joplin region.

FUNDING SOURCE

Federal Consolidated Planning Grant Funds:	$681,187
Federal Transit Administration Section 5307 Funds:	$79,532
Joplin Transportation Sales Tax (match):	$188,929

RECOMMENDATION:

Staff recommends approval of this annual agreement with the Missouri Department of Transporation, so the MPO can carry out their transportation planning activities.

JOPLIN AREA

Transportation Study Organization

Fiscal Year 2024 Unified Planning Work Program

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Approved by the JATSO Policy Board on _____

Introduction

Purpose

The Joplin area transportation planning process is an on-going work effort that constitutes the planning work activities developed by the Joplin Area Transportation Study Organization (JATSO) staff. The purpose is to analyze and evaluate various types of data (such as demographic, socio-economic, land use and scientific) to provide a rational basis for making short-range and long-range decisions about transportation needs in the Joplin metropolitan area. The planning process identifies present and future needs, and develops plans, policies, and projects to carry out objectives identified in the Metropolitan Transportation Plan (MTP). The transportation planning process is required by federal regulations as a prerequisite to the receipt of federal capital and operating assistance. The result from this continuing, cooperative, and comprehensive process will include plans and programs that match and enhance the comprehensively planned development of the metropolitan area. In addition, the planning process and requirements are mandated by the Bipartisan Infrastructure Law (BIL).

Organization

On May 20, 1983, Governor Christopher Bond of Missouri signed the letter of approval designating JATSO as the Metropolitan Planning Organization (MPO) for the Joplin metropolitan area under Title 23 of the U.S. Code. The MPO has designated the City of Joplin as the contracting agent for service agreements involving federal planning funds from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). The JATSO organization is governed by the JATSO Policy Board that consists of six members from the City of Joplin, and one member from each of the following organizations: Harry S. Truman Coordinating Council, City of Webb City, City of Carl Junction, MoDOT Southwest District, Newton County, and Jasper County. The Harry S. Truman Coordinating Council is the local regional planning commission and represents smaller villages and unincorporated areas on the JATSO Policy Board. The organization and responsibilities of the various agencies involved in the metropolitan transportation planning process are defined in this Unified Planning Work Program (UPWP), the Memorandum of Understanding, and the JATSO bylaws.

Funding for the UPWP

Funding for the UPWP comes from these sources: FHWA, FTA, the City of Joplin, and local jurisdictions, as applicable. FHWA Planning and FTA Section 5303 funds are combined into one category, called a Consolidated Planning Grant (CPG), and provide 80 percent of the UPWP funds. The Federal planning funds require a 20 percent local match. This local match is provided by the City of Joplin general revenue funding source except where jurisdictions are completing individual planning projects.

Planning Factors

The Federal transportation planning regulations require the metropolitan transportation planning process to be continuous, cooperative, and comprehensive; and that the JATSO UPWP provide for consideration and implementation of projects, strategies, and services that will address the following ten factors:

1. Support the economic vitality of the Joplin metropolitan area, especially by enabling global competitiveness, productivity, and efficiency;

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2. Increase the safety of the transportation system for motorized and non-motorized users;
3. Increase the security of the transportation system for motorized and non-motorized users;
4. Increase the accessibility and mobility of people and freight;
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
7. Promote efficient system management and operation;
8. Emphasize the preservation of the existing transportation system;
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate storm water impacts of surface transportation; and
10. Enhance travel and tourism.

In 2012, the Moving Ahead for Progress in the 21st Century Act (MAP-21) was signed into law. MAP-21 transformed federal transportation grant programs by establishing new requirements for performance management and performance-based planning and programming to ensure the most efficient investment of federal transportation funds. The Fixing America's Surface Transportation Act (FAST Act) was signed into law in 2015 and continued the performance management and performance-based planning and programming requirements of MAP-21 with minor changes. BIL was signed into law in 2021 which provided for continuation of these requirements. More guidance is expected to come out under BIL. In implementing MAP-21 and the FAST Act, State Departments of Transportation (DOTs), MPOs, and providers of public transportation must

- establish performance targets that reflect the measures;
- report on progress towards achieving those targets; and
- develop performance-based plans implement a performance-based approach to planning and programming.

Eligible Work Activities

There are multiple work activities that are considered eligible for federal transportation planning funds. Eligible work activities must support the JATSO regional transportation planning process.

Public Participation Plan

The purpose for the Public Participation Plan (PPP) adopted in 2016 is to involve the public in the planning process, since the purpose of regional planning is to meet public mobility needs. The PPP outlines a process for the public comments on the MTP, TIP, UPWP, Title VI/ Environmental Justice and at public meetings. See Table 1 for the comment periods required for various MPO work products. A paper copy of the PPP can be acquired at Joplin City Hall, Metropolitan Area Public Transit System (MAPS) office and vehicles, Webb City City Hall, Carl Junction City Hall, and Harry S. Truman Coordinating Council offices. Electronic copies of the PPP, Title VI Plan, and Limited English Proficiency Plan can be found on the City of Joplin website at this link: Public-Participation-Plan (joplinmo.org).

FY 2024 Program Goals

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The annual transportation planning program begins on November 1, 2023, and continues through October 31, 2024. The UPWP is directed toward the continuation and improvement of existing activities and the development of those activities mandated by federal regulations. For fiscal year 2024, JATSO's goals are:

1. Increase community engagement by using the JATSO website, social media, and other online tools to reach as many residents of the JATSO planning area as possible.
2. Maintain and amend the 2022-2025 JATSO TIP in accordance with state and federal standards as necessary.
3. Produce the 2024-2027 JATSO TIP in accordance with state and federal standards.
4. Assess the active transportation network in the JATSO metropolitan planning area (MPA) to find creative opportunities to increase network connectivity and ease of use.
5. Continue to improve the operational and technical capacity of the JATSO metropolitan transportation planning process.

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Task 1 – Program Support and Administration

Objective

JATSO staff will manage the transportation planning program for the metropolitan planning area, conduct public meetings, develop, and administer the UPWP, and attend professional development and training events.

Status

This task is on-going with activities occurring on a day-to-day or on-demand basis.

FY 2023 Work Items Completed

- Amend FY 2023 UPWP as needed
- Submitted UPWP quarterly progress reports and invoices to MoDOT
- Developed the FY 2024 UPWP
- Conducted three public meetings
- Updated the JATSO website with current information and work products
- Participated in monthly coordination meetings with MoDOT
- Participated in the February 2023 Statewide Planning Partner meeting
- Participated in several webinars and Zoom meeting with FHWA and MoDOT
- Participated in Lane Shift Benchmarking tour in northwest Arkansas

- Attended FHWA National Peer Exchange on Freight Resiliency for Climate-related Disruptions in Chicago
- Participated in the Missouri Active Transportation Summit via Zoom
- Updated Title VI Plan

FY 2024 Work Items

- Develop the FY 2025 UPWP
- Make any necessary amendments to the FY 2024 UPWP
- Plan and conduct public meetings in accordance with the PPP
- Maintain and update the JATSO website
- Monitor and update planning documents
- Prepare and transmit quarterly progress reports and invoices to MoDOT
- Participate in MoDOT's district and statewide planning partner activities
- Participate in trainings, webinars, and conferences related to transportation planning as they become available
- Improve office equipment, computer systems, and software as needed.

Public Participation

Any adoption of a UPWP or UPWP amendment will comply with JATSO's Public Participation Plan. This requires a seven (7) day public comment period prior to JATSO meetings and any updates to the UPWP. A news release will be issued and posted to the JATSO webpage in advance of the public meeting.

FY 2024 End Products

- FY 2025 UPWP
- Any necessary amendments to the FY 2024 UPWP
- Four (4) quarterly progress reports and invoices submitted to MoDOT
- Meeting attendance and coordination with MoDOT

Schedule for Completion

This work is ongoing throughout the fiscal year.

Task 1 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$115,181	$92,145	$23,036
Travel Expenses	$2,000	$1,600	$400
Conferences and Seminars	$1,000	$800	$200
Dues and Memberships	$1,100	$880	$220
Office Equipment & Supplies	$500	$400	$100
Total	$119,781	$95,825	$23,956

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Task 2 – Short Range Transportation Planning

Objective

JATSO staff will maintain a fiscally constrained area-wide programmed listing of transportation improvement projects inside the Joplin metropolitan planning area for a four-year period that is consistent with JATSO's metropolitan transportation plan. JATSO updates its TIP every other year.

Status

Staff developed the FY 2022-2025 TIP during FY 2021 for approval by the JATSO Policy Board. FY 2023 work on the TIP will included updates and amendments. FY2024 will see the development of the FY2024-2027 TIP.

FY 2023 Work Items Completed

- Maintained and monitored the projects in the JATSO FY 2022-2025 TIP
- Updated the 2022-2025 TIP as needed
- Prepared the FY 2022 Annual Listing of Obligated Projects
- Coordinate with local jurisdictions on transportation projects to promote regional coordination and cooperation in carrying out planning program activities
- Voted to support MoDOT performance targets
- Incorporated target measures into the TIP and MTP

FY 2024 Work Items

- Prepare and adopt the FY 2024-2027 TIP
- Amend the FY 2022-2025 TIP as needed
- Prepare the FY 2023 Annual Listing of Obligated Projects
- Coordinate with local jurisdictions on transportation projects to promote regional coordination and cooperation in carrying out planning program activities
- Incorporate performance measures and targets into the TIP and MTP as needed
- Plan and coordinate projects that support JATSO transportation infrastructure
- Conduct Public Meetings for TIP adoption and amendments in accordance with the Public Participation Plan

Public Participation

Prior to adopting a TIP, a public meeting will be held by the Policy Board. A news release will be issued and posted to the JATSO webpage fourteen (14) days in advance of the public meeting. TIP amendments will have a public comment period of seven (7) days. The public is encouraged to formulate comments regarding the TIP document.

FY 2024 End Products

- Board approved FY 2024-2027 TIP
- FY 2023 Annual Listing of Obligated Projects

Schedule for Completion

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Activities will be on-going from November 1, 2023, through October 31, 2024

Task 2 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$63,445	$50,756	$12,689
Total	$63,445	$50,756	$12,689

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Task 3 – Long Range Transportation Planning

Long range transportation planning's purpose is to prepare for the long-term health and growth of the regional transportation system, both motorized and non-motorized. This includes JATSO's Metropolitan Transportation Plan (MTP) and Bicycle and Pedestrian Plan (BPP). Additional tools, studies, and plans that pertain to long-range transportation planning are found in Task 3.

Status

Transportation needs in the JATSO planning area continue to evolve and require more data and tools to provide for transportation planning needs. Two additional studies or assessments are planned for FY 2024, and a payment of the annual invoice for aerial photography and continuation of studies started in FY 2023.

FY 2023 Work Items Completed

- Completed Active Transportation Assessment.
- Webb City maintenance assessment and plan underway.
- Budgeted aerial photography payment.
- Origin and destination study complete.

FY 2024 Work Items

- Continue Freight Assessment into FY24
- Continue Webb City maintenance assessment into FY24.
- Pay annual invoice for aerial photography agreement.

Public Participation

JATSO will work with the consultants on all projects to create robust public engagement plans that comply with the PPP.

FY 2024 End Products

- Complete Webb City maintenance assessment and plan
- In-progress Freight Study

Schedule for Completion

All studies and trainings are expected to be completed by the end of FY 2024.

Task 3 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$ 42,297	$ 33,838	$ 8,459
Freight Study	$ 180,000	$ 144,000	$ 36,000
Aerial Photography	$ 22,346	$ 17,877	$ 4,469
Webb City Maintenance Assessment	$ 100,000	$ 80,000	$ 20,000
Total	$ 344,643	$ 275,714	$ 68,929

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Task 4 – Transit Planning

Objective

The JATSO staff will provide program and administrative support for the Metropolitan Area Public Transit System (MAPS) and the Sunshine Lamp Trolley system. JATSO staff will conduct long and short-range transit planning responsibilities.

Status

JATSO staff continues with program support and administration.

FY 2023 Work Items Completed

- JATSO staff monitored the MAPS and collected data and information.
- JATSO staff monitored the Sunshine Lamp Trolley system.
- JATSO staff planned for the development of a transfer station and updated trolley routes.

FY 2024 Work Items

- The JATSO staff collects and records transit data and information and reports the data findings to local, state and federal government agencies.
- The JATSO staff use data and information to complete short and long-range planning responsibilities.
- The JATSO staff monitors and analyzes Sunshine Lamp Trolley system.
- Review transit targets and update TAMP plan if necessary.
- The JATSO staff will continue to plan for the development of a transfer station and updated trolley routes with available resources.

Public Participation

The JATSO staff will hold public meetings and gather input in accordance with the Public Participation Plan.

FY 2024 End Products

- The JATSO staff carries out the daily operations of MAPS.
- The JATSO staff provides MoDOT and FTA with necessary transit data and documentation.

Schedule for Completion

Activities will be on-going from November 1, 2023, through October 31, 2024.

Task 4 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$ 99,415	$ 79,532	$ 19,883
Total	$ 99,415	$ 79,532	$ 19,883

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Task 5 – Geographic Information Systems

Objective

JATSO staff will work with the City of Joplin, the Harry S. Truman Coordinating Council, and other local agencies to update and create databases and collect and input data into the JATSO's GIS.

Status

The City of Joplin updates zoning maps within the Joplin corporate boundaries. Census information, other socio-economic data, and additional transportation data of the Joplin area is inserted into JATSO's GIS databases as it becomes available.

FY 2023 Work Items Completed

- Staff maintained and updated street, trail, subdivision, zoning, sewer, flood plain, and ownership GIS layers.
- ArcMap software license was renewed through ESRI
- Maintained and updated GIS layers used by JATSO, MAPS, the Harry S. Truman Coordinating Council and local governments and agencies.
- Annual ESRI licensing fee
- Maintained the GIS website

FY 2024 Work Items

- Maintain and update GIS layers used by JATSO, MAPS, HSTCC, and member local governments and agencies
- Renew annual ESRI ArcMap license
- Maintain the GIS website

FY 2024 End Products

- Updated and maintained GIS layers
- Updated ArcMap software license

Schedule for Completion

Activities will be on-going from November 1, 2023, through October 31, 2024.

Task 5 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$ 70,328	$ 56,262	$ 14,066
ESRI License Update	$ 16,000	$ 12,800	$ 3,200
Total	$ 86,328	$ 69,062	$ 17,266

Task 6 – Safety Planning

Objective

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JATSO staff will work on projects, plans, and other priorities specifically to address safety issues in our planning area. This task is utilizing the 2.5% set aside of Safe and Accessible Transportation Options Planning funds for JATSO. The amount of the 2.5% set aside will be $5,007 for FY 2024.

Status

JATSO is currently planning on additional planning activities that address safety throughout the planning area.

FY 2023 Work Items Completed

- Complete Streets Committee
- Complete Streets Training for elected officials and for the Complete Streets Committee
- Active Transportation Plan approved by Council
- First part of the safety study for the JATSO area is complete.

FY 2024 Work Items

- Include and meet with Complete Streets Committee on projects as needed
- Conduct 2nd part of safety study of JATSO area, meeting Action Plan requirements under the Safe Streets and Roads for All (SS4A) grant.

FY 2024 End Products

- Complete Streets Committee being involved with transportation projects as appropriate and as needed.
- 2nd part of the Safety Study complete for JATSO area, meeting Action Plan requirements of SS4A grant.

Schedule for Completion

Activities will be on-going from November 1, 2023, through October 31, 2024.

Task 6 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$ 32,288	$ 25,830	$ 6,458
Complete Streets Training	$ 5,000	$ 4,000	$ 1,000
Safety Plan	$ 200,000	$ 160,000	$ 40,000
Total	$ 237,288	$ 189,830	$ 47,458

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Financial Summary Tables

Task Funding Breakdown

Task	CPG Funds	2.5 Set Aside Safe & Access Trans	Local Funds	Total
Program Support and Administration	$ 95,825		$ 23,956	$ 119,781
Short Range Transportation Planning	$ 50,756		$ 12,689	$ 63,445
Long Range Transportation Planning	$ 275,714		$ 68,929	$ 344,643
Geographic Information Systems	$ 69,062		$ 17,266	$ 86,328
Safety Planning	$ 184,823	$ 5,007	$ 46,206	$ 236,036
Total	$ 676,180	$ 5,007	$ 169,046	$ 850,233

Task	5307 Funds	Local Funds	Total
Transit Planning	$79,532	$19,883	$99,415

Source Funding Breakdown

Funding Summary by Source	
Consolidated Planning Grant Funds	$ 681,187
5307 Funds	$ 79,532
Local Match	$ 188,929
Total Funds Allocated	$ 949,648

CPG Balance Tracking

JATSO CPG Balance Tracking

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CPG Balance as of 8/15/23	$	914,032
Estimated FY 2024 allocation	$	259,704
Remaining FY 2023 CPG Funds to be expended	$	(180,294)
CPG Funds Programmed for FY 2024	$	(681,187)
Remaining Unprogrammed Balance	$	312,255

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JATSO Information

Organizational Chart

- Rachel Holcomb, Transportation Planner (1.0 FTE)
- Robert Lolley, Transit Director (1.0 FTE)
- John Gilligan, GIS Coordinator (0.8 FTE)
- Troy Bolander, MPO Staff Director (0.5 FTE)
- Johan Bullington, Planning and Development Assistant Director (0.25 FTE)
- Mallory Wicklund, Finance Budgeting (0.25 FTE)
- Vicki Copeland, Administrative Assistant (0.25 FTE)
- Dakota Rusk, Traffic Engineer (0.25 FTE)
- Dan Johnson, Public Works Director, JATSO Board Chairman (0.1 FTE)
- Vacant, Public Works Assistant Director (0.1 FTE)
- Chad Weller, Public Works Director of Operations (0.1 FTE)
- Rob Beachner, Engineering Project Manager (0.1 FTE)

Employee	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6
Rachel Holcomb	X	X	X			X
Robert Lolley				X		
John Gilligan					X	
Troy Bolander	X	X	X			X
Johan Bullington	X	X	X			X
Mallory Wicklund	X					
Vicki Copeland	X					
Dakota Rusk	X	X	X			X
Dan Johnson	X	X	X			X
Asst. P.W. Dir, Vacant	X	X	X			X
Chad Weller	X	X	X			X
Rob Beachner	X	X	X			X

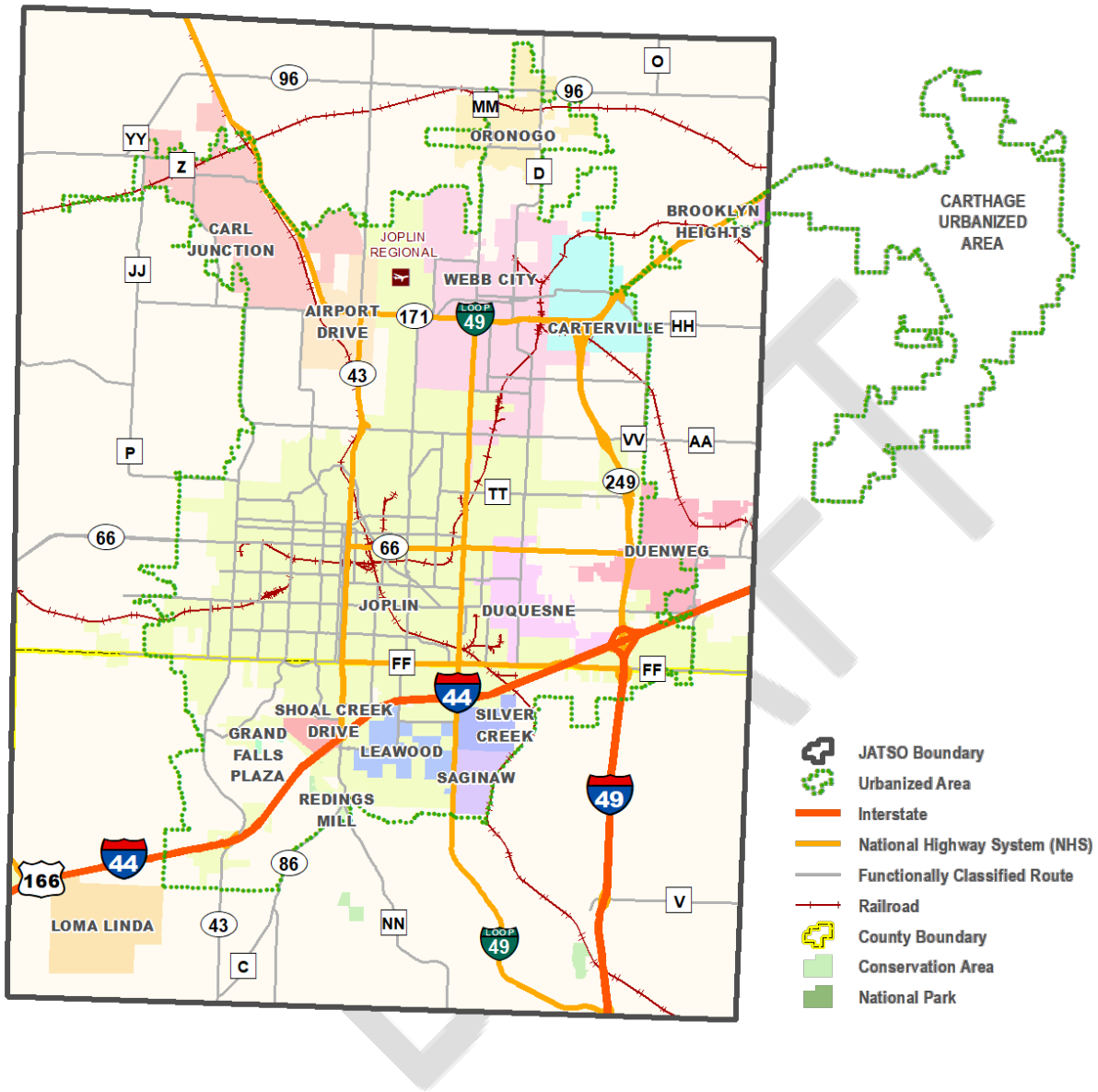
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Voting Members

Name	Agency	Title
Dan Johnson	City of Joplin	Interim Director of Public Works; Chair
Troy Bolander	City of Joplin	Director of Planning; Vice Chair
Chad Weller	City of Joplin	Assistant Director of Public Works – Operations
Vacant	City of Joplin	Assistant Director of Public Works – Engineering
Bart Starkey	City of Joplin	Airport Manager
Robert Lolley	City of Joplin	Transit Director
Carl Francis	City of Webb City	City Administrator
Steve Lawver	City of Carl Junction	City Administrator
Carrie Campbell	Harry S. Truman Coordinating Council	Executive Director
Marvin Morris	Missouri Department of Transportation	Area Engineer
Darieus Adams	Jasper County	Commissioner
Daniel Swem	Newton County	Commissioner
Frank Miller	Missouri Department of Transportation	Southwest District Planning Manager; Alternate
Vacant	Harry S. Truman Coordinating Council	Transportation Planner; Alternate
Dakota Rusk	City of Joplin	Traffic Engineer; Alternate

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JATSO Boundary Map



Designated by Governor Bond in May 1983.

CCO Form: TP01
Approved: 12/93 (GWS)
Revised: 04/21 (BDG)
Modified:

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION PLANNING CONSOLIDATED GRANT AGREEMENT

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

WITNESSETH:

WHEREAS, 23 U.S.C. Sections 104(f) and 134, and 49 U.S.C. Section 5303, provide metropolitan transportation planning funds for metropolitan planning organizations as designated by the Governor of the State of Missouri; and

WHEREAS, the Commission is the state agency designated to receive and dispense both the above named funds to accomplish metropolitan transportation planning in the Joplin urbanized area; and

WHEREAS, the Grantee has been designated by the Governor of the State of Missouri as the local organization to conduct transportation planning for the Joplin urbanized area and to receive and expend the above named funds on its behalf; and

WHEREAS, the Grantee has described the transportation planning work to be carried out and included a complete budget detailing the use of the above named funds in an annually updated Unified Planning Work Program (UPWP); and

WHEREAS, the UPWP is accepted by the Commission, the Grantee, and the United States Department of Transportation (hereinafter, "USDOT"), describing the purposes and funding of all program components to be annually accomplished under this Agreement.

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

(1) PURPOSE AND SOURCE OF FUNDS: The purpose of this Agreement is to assist the Grantee in financing project expenses that are eligible for federal financial assistance. The Commission will make a grant from available federal funds in a manner consistent with the rules of the USDOT, Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) under 23 U.S.C. Sections 104(f) and 134 and 49 U.S.C. Section 5303. These rules include 2 C.F.R. Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. The catalog of federal domestic assistance identification number (CFDA) is 20.205 for funds under 23 U.S.C. Sections 104(f) and 134 and 20.505 for funds under 49 U.S.C. Section 5303. The

amount of available funds is limited by the unused portion of the above planning funds allocated to the Joplin urbanized area under the above acts and any amendments thereto.

(2) SCOPE OF WORK AND BUDGET: Grantee will undertake and complete the program of work specified in the approved UPWP and the budget or scope of services (Appendix A).

(3) REPORTS:

(A) All draft reports, the cost of which will be considered a direct cost, will be submitted to the Commission for review prior to printing in final form. The Commission will be provided with an electronic copy of each draft and the final report.

(B) All reports, drawings, estimates, surveys, memoranda and other papers submitted by the Grantee shall be dated and bear the Grantee's name.

(4) PUBLICATION PROVISIONS:

(A) Copyright: Papers, interim or final reports, forms or other materials which are a part of the work under contract may be copyrighted without written approval of the Commission, and FHWA or FTA as appropriate.

(B) Request for Publication: Either party to the Agreement or FHWA or FTA may initiate a request for publication of reports or any request thereof.

(C) Abstracts: When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, abstracts may be used for notification of intent to present a paper based on the study. Such presentation must protect the interests of the other party by the inclusion of a statement in the paper and in the presentation to the effect that the paper has not been reviewed by the other party or FHWA or FTA.

(D) Publication: Publication by either party shall give credit to the other party or FHWA or FTA unless upon failure of agreement of any report of the study, FHWA, FTA or either of the contracting parties requests that its credit acknowledgment be omitted and then the following statement shall be added:

> "The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of the Missouri Highways and Transportation Commission, the Federal Highway Administration or the Federal Transit Administration."

(E) Use of Data: After acceptance of reports, all parties are free to use the data and results for whatever purpose.

(F) Cooperative Participation: All reports shall contain a statement crediting the cooperative participation of all agencies, including the USDOT, FHWA or FTA as appropriate.

(G) Freedom of Information: The publication provisions contained in this paragraph (4) are subject to the provisions of Chapter 610, RSMo, and all applicable laws of the United States Government concerning freedom of information.

(5) RETENTION OF RECORDS: The Grantee or any approved subcontractor shall be required to maintain accounting records and other evidence pertaining to the cost incurred regarding the study and to make the records available to the Commission at its office at all reasonable times during the contract period and for three years from the date of the final payment of federal funds. Such accounting records and other evidence pertaining to the costs incurred will be made available for inspection by the Commission, FHWA, FTA, or any authorized representative thereof, and copies shall be furnished if requested.

(6) INFORMATION FURNISHED AND WORK PERFORMED BY THE GRANTEE: The Grantee shall make available to the Commission upon request all of the data, reports, analysis, transcripts of hearings, maps, drawings, tables, and other pertinent background information related to the scope of services under this Agreement.

(7) INFORMATION AND WORK FURNISHED BY THE COMMISSION: The Commission shall make available to the Grantee all of the data, reports, analysis, transcripts of hearings, maps, drawings, tables and other pertinent background information related to the scope of services under this Agreement that the Commission deems necessary and non-confidential. No report, information, data or other materials provided to the Grantee shall be given to any individual or organization without the written approval of the Commission.

(8) PROJECT TIME PERIOD: Work under this Agreement shall begin November 1, 2023 and extend to October 31, 2024. No work shall be performed under this Agreement until a notice to proceed is received from the Commission.

(9) CONTRACT PRICE AND PAYMENT:

(A) Total Price: For the work described in this Agreement, the Grantee shall receive payment based on actual costs, as defined in subparagraph B of paragraph (9) up to the maximum amount of $681,187 defined as consolidated planning funds. The local matching share shall be 20 percent for funds provided under 23 U.S.C. Section 104(f) and under 49 U.S.C. Section 5303. The local matching share may be either cash or direct cost match or a combination of both.

(B) Progress Payments: The Commission agrees to make progress payments to the Grantee not more than monthly upon receipt of a proper invoice and certification for services actually performed under this Agreement. Certification of

services will be documented by a progress report submitted at least quarterly within 30 days after the end of the reporting period. However, the last progress report may be waived and included in the final or project completion report. Each progress report shall include tasks, what percentage of each task has been completed and overall task completion rate. Invoices will be based on actual costs incurred. Each invoice will show the breakdown of the cost incurred among the Grantee and the Commission. Such progress payments will be based on actual cost incurred. In no instance shall the progress payments exceed the percentage of work completed, per the judgment of the Commission's engineer. The accounting for and billing of project charges will be accomplished as follows:

1. The Grantee will establish cost principles for use in determining the allowability of individual items of costs in accordance with 2 C.F.R. Part 200, "*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*."

2. Direct labor charges shall be based on actual time expended at the current approved gross salary of the assigned staff member.

3. Employee fringe benefits shall be based on a provisional rate, subject to audit, of direct labor costs. This rate is set on the basis of the employer's actual cost for group life insurance, health insurance, pension plan, workers compensation, holidays, F.I.C.A. taxes, accrued costs for sick leave, vacation and other items included in the Grantee's approved fringe benefit package to the total annual salaries paid. This rate is reviewed and adjusted annually and will be specified in the fiscal year scope of services.

4. Indirect costs shall be based on the approved cost allocation plan supported by the Grantee's annual budget for the fiscal year in which the scope of services is to be carried out. A rate is calculated on the basis of the estimated total annual administrative expenses, excluding known unallowable costs as prescribed in various federal regulations, including 2 C.F.R. Part 200, divided by the sum of total annual salaries chargeable as direct labor. Calculation of the indirect rate is specified in the cost allocation plan and is approved by the audit agency. The indirect rate is audited and adjusted at each fiscal year end by the audit agency. The applicable rate will be specified in Appendix A.

5. Other direct costs charges shall be based on actual cost of supplies and equipment purchased or rented for exclusive use of this project. Procurement of supplies and equipment should be in accordance with procedures established by the State of Missouri and Paragraph (26).

(C) Compensation: Compensation shall be paid by the Commission to the Grantee for work performed hereunder subject to the limitations of subparagraphs A and B of this paragraph (9), as supported by Appendix A.

(D) Direct Costs: The following are considered as direct costs and

chargeable as such:

1. Salaries and fringe benefits.

2. Other non-salary expenses directly related to the completion of the work program activities, such as: classified advertising, contractual services, data processing, equipment maintenance and rental, meetings and conferences, postage, publications, reproduction, supplies, travel and long distance calls.

(E) Final Payment: The final payment will be made only after acceptance by the Commission of a project completion report, summarizing the results of the job elements under this Agreement, considered to be satisfactory to the Commission. This project completion report is due within 60 days after the Agreement end date. The Commission's obligation will extend only to those costs incurred as verified by the final audit. A final audit will be completed after the acceptance of the project completion report. If Grantee was over compensated according to final audit results, Grantee will reimburse the Commission the amount as specified by the final audit. If additional compensation is due Grantee, Grantee will present a supplemental invoice to the Commission for payment of the amount specified by the final audit.

(F) Checks: Checks in payment for the services rendered hereunder shall be drawn to the order of the City of Joplin. The Grantee hereby agrees that the acceptance of the check so drawn shall constitute full payment for the Commission to the Grantee for the services for which such payments are made. The parties, acting through their authorized representatives, may also arrange for the electronic transfer of funds instead of a physical check.

(G) Title to Work Products: The making of payments to the Grantee in the manner aforesaid shall vest in the Commission title to the studies, documents and material produced by the Grantee under the terms of this Agreement up to the time of such payments, and the Commission shall have the right to use the same for any public purpose or make any desirable alterations thereto without other further compensation to the Grantee or to any other such agency or persons.

(H) Single Audit Requirement: If the Grantee receives $750,000 or more per year total of all Federal assistance from all sources including Federal funds under this Agreement, it shall be required to have an independent annual single audit done in accordance with 2 C.F.R. Part 200, "*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*." A copy of the audit report shall be submitted to the Missouri Department of Transportation (MoDOT) within 30 days of the issuance of the report. Subject to the requirements of 2 C.F.R. Part 200, if the Grantee obtains less than $750,000, the Grantee may be exempt from 2 C.F.R. Part 200 auditing requirements, but records must be available for review by applicable State and Federal authorities in accordance with Paragraph (5). The Commission reserves the right to audit expenditures under this Agreement independently in a separate report.

(10) INSPECTION OF RECORDS: The Grantee shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the Grantee's contractor and subcontractor on the herein project. The Grantee shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the work program and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(11) CHANGES: The Commission or the Grantee may, from time to time, request changes in the scope of UPWP work. Changes in the scope of UPWP work that do not involve any increase or decrease in the amount of the Grantee's compensation shall be made with the mutual agreement of the parties to this Agreement evidenced by letters from each to the other. Changes involving adjustments to limiting amounts contained in the scope of UPWP work of any increase or decrease in the total amount of compensation which are mutually agreed upon by and between the Commission and the Grantee shall be incorporated in written amendments or supplements to this Agreement.

(12) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Grantee shall defend, indemnify and hold harmless the Commission, including its members and 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.

(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.

(13) TERMINATION OF AGREEMENT:

(A) Non-Performance: If Grantee shall for any cause fail to perform any of the provisions of this Agreement or fail to complete any of the work described in this Agreement, the Commission may terminate this Agreement. Also, the Commission may terminate this Agreement if the conduct or progress of the work is such that it is not up to professional standards of objectiveness, fairness, accuracy and completeness.

(B) Correction: The Commission may provide Grantee with a written notice of the defect(s) in Grantee's performance specifying a period of time for Grantee to correct such defect(s).

(C) Written Notice: To terminate this Agreement, the Commission must

give Grantee at least 15 days written notice specifying the reason(s) for termination.

(D) Partial Payment: If the Commission terminates the Agreement, the Commission shall be liable only for the work rendered to the date of termination based on the compensation described in the scope of services. Grantee, for itself, its successors, assigns and legal representatives, agrees to accept this amount of compensation in full satisfaction of all claims for compensation under this Agreement. This does not abrogate the Grantee's right under law.

(E) Work Products: In the event of termination, Grantee shall deliver to the Commission, as property of the Commission, all designs, reports, drawings, studies, estimates, surveys, computations, memoranda, documents and other papers or materials either furnished by the Commission or prepared by or for the Grantee under this Agreement. In addition, ownership of all designs, reports, drawings, studies, estimates, models, computations, etc. prepared under this Agreement shall vest in the Commission, at the Commission's option. The Commission reserves the right to postpone or abandon further work of the type described by this Agreement or to cause such work to be continued or completed in such manner, by such person(s), and under such terms and agreements as the Commission shall determine.

(14) DISPUTES: The Commission's chief engineer will in all cases decide any and all questions which may arise in connection with the work not disposed of by agreement among or between the parties to the contract.

(15) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, Grantee agrees as follows:

(A) Civil Rights Statutes: The Grantee shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d and 2000e), as well as any applicable titles of the Americans with Disabilities Act). In addition, if the Grantee is providing services or operating programs on behalf of Department or the Commission, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Grantee shall comply with the administrative rules of the U.S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Grantee shall not discriminate on grounds of the race, color, religion, sex, national origin, age or disability of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Grantee shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21.5 including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material

and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Grantee. These apply to all solicitations either by competitive bidding or negotiation made by the Grantee for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Grantee of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, national origin, disability, or age of any individual.

(E) Information and Reports: The Grantee shall provide all information and reports required by the Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the USDOT to the pertinent to ascertain compliance with other such contracts, orders and instructions. Where any information required of the Grantee is in the exclusive possession of another who fails or refuses to furnish this information, the Grantee shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Grantee fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments to the Grantee under the Agreement until the Grantee complies; and/or

2. Cancellation, termination or suspension of the Agreement, in whole or in part.

(G) Incorporation of Provisions: The Grantee shall include the provisions of paragraph (15)(A) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Grantee will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as means of enforcing such provisions, including sanctions for noncompliance; provided that it in event the Grantee becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

(H) Title VI Program Reporting Requirements: The Grantee shall comply with data collection and reporting requirements subject to Title VI of the Civil Rights Act of 1964 and the implementing regulations of 28 CFR Part 42, Subpart F and 49 CFR Part 21. Such general and program specific required information shall be provided to the Commission yearly if updated information is warranted or at a minimum of every three

years. Required submittals shall be made by December of the current agreement period.

(16) SECTION 504 ASSURANCES: The Grantee shall comply with all the requirements imposed by Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sections 790 *et seq.*) and the administrative rules of the USDOT (49 CFR Subtitle A, Part 27).

(17) RESTRICTION ON LOBBYING: The Grantee shall comply with the requirements of 31 U.S.C. Section 1352.

(18) NO OBLIGATION BY THE FEDERAL GOVERNMENT: The Grantee acknowledges and agrees that, notwithstanding any concurrence by the USDOT in or approval of the solicitation or award of the underlying contract, absent the express written consent by the USDOT, the USDOT is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Grantee or any other party pertaining to any matter resulting from this Agreement. The Grantee agrees that it will ensure that the contractor will include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(19) CLEAN WATER: The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Part 1251 *et seq*. The Grantee will require its contractor to report each violation to the Grantee and understands and agrees that the Grantee will, in turn, report each violation as required to assure notification to FHWA and the appropriate United States Environmental Protection Agency (hereinafter, "EPA") Regional Office. The Grantee agrees that it will ensure that the contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FHWA.

(20) ENERGY CONSERVATION: The Grantee agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6321 *et seq*.).

(21) FEDERAL CHANGES: The Grantee shall at all times comply with all applicable FHWA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the most recent issued FHWA Master Agreement, as they may be amended or promulgated from time to time during the term of this Agreement. The Grantee's failure to comply shall constitute a material breach of this Agreement.

(22) CLEAN AIR: The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 *et seq*. The Grantee shall ensure that its contractor will report each violation to the Grantee. The Grantee will, in turn, report each violation as required to assure notification to FHWA

and the appropriate EPA Regional Office. The Grantee also agrees to include these requirements in each contract exceeding $100,000 financed in whole or in part with Federal assistance provided by FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(23) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:

(A) The Grantee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 *et seq*. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR Subtitle A, Part 31, apply to its actions pertaining to this Agreement. The Grantee shall ensure that the contractor will certify or affirm the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract of the FHWA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Grantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the USDOT reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Grantee to the extent the USDOT deems appropriate.

(B) The Grantee also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the USDOT under a contract connected with a project that is financed in whole or in part with Federal assistance provided by FHWA and FTA under 23 U.S.C. Sections 104(f) and 134 and 49 USC 5303, the USDOT reserves the right to impose the penalties of 18 USC 1001 on the Grantee, to the extent the USDOT deems appropriate.

(C) The Grantee agrees to include the above two clauses in each of its contracts financed in whole or in part with Federal assistance provided by FHWA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

(24) DEBARMENT AND SUSPENSION: The Grantee agrees to comply with the requirements of the *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered* Transaction as submitted with the grant application.

(25) SUBCONTRACTING: All work to be subcontracted shall be identified in the UPWP, regardless of amount. All subcontracts of $50,000 or more shall be submitted to the Commission for review and approval. Grantee's approved contracting administration procedures may be used provided assurance is given that they conform to applicable Federal statutes, executive orders and regulations in accordance with 49 CFR Part 18 or 23 CFR Part 172 and Missouri statutes. Approval to subcontract for services incidental to the study operations, such as printing and computer services, is not required. Copies of all executed subcontracts, except those for incidental services, shall be furnished to the Commission.

(26) EQUIPMENT AND INSTRUMENTATION:

(A) All equipment and instrumentation to be purchased under this agreement shall be identified specifically in the UPWP. Equipment or instrumentation mean an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals $5,000 or more. Grantee's approved procurement procedures may be used provided assurance is given that they conform to applicable Federal statutes, executive orders and regulations in accordance with 2 C.F.R. Part 200 and Missouri statutes.

(B) Purchases costing less than $5,000 are not subject to 2 C.F.R. Part 200 but shall follow Grantee's procurement procedures. However, purchases may not be subdivided to avoid this limitation. The Grantee certifies that no equipment and instrumentation listed for purchase in the UPWP have been included in the indirect costs approved for this Agreement.

(27) TRAVEL: The Commission approves Grantee staff travel expenses for work performed under this Agreement and provided for in the scope of services. Any additional travel must have prior approval of the Commission to be eligible for a direct cost reimbursement. The rate of reimbursement shall be in accordance with the Grantee's approved travel policy.

(28) COMPLIANCE WITH LAWS: The Grantee agrees to comply with all federal, state and local laws and ordinances applicable to the prosecution of the work covered by this Agreement.

(29) DISADVANTAGED BUSINESS ENTERPRISES: Grantee agrees to prepare and submit for the Commission's approval, a disadvantaged business enterprise plan as defined in 49 CFR Part 26, if Grantee receives financial planning assistance from the U.S. Department of Transportation and will award prime contracts exceeding $250,000 in a single fiscal year or if Grantee is required to do so by 49 CFR Part 26.21.

(30) BUDGET:

(A) Summary: Appendix A, Section 1, includes a budget summary, which lists the following:

1. Estimated Expenditures: These would be the total of all UPWP components by federal funding type funded under this Agreement itemized by various cost categories. These categories may include but are not limited to: salaries, fringe benefits, indirect costs, contract services, equipment, data processing, meeting, conference, travel, printing, publications, supplies and other or miscellaneous expenses.

2. Estimated Revenues: These are the total anticipated funding and agency sources by federal funding type for work funded under this Agreement.

(B) Payment: The Grantee will receive payment by the Commission based on the following:

1. Agency Funding Participation: Appendix A, Section 2, lists estimated funding participation by various agencies for the UPWP program components funded under this Agreement. For the work by program component described in the UPWP and similarly identified in Appendix A, Section 2, payment will be made from the appropriate funds based on the proportionate share of FHWA PL or FTA Section 5303 funds, or consolidation of the two funds, being utilized from the Commission. The relationship of the manpower and cost borne under this Agreement to the total manpower and cost required to complete each program component is derived from the approved UPWP. The obligation of the Commission shall not exceed the amounts set out in Paragraph (9), Subparagraph (A).

2. Details of Missouri FHWA PL and/or FTA Section 5303 Matching Funds: Appendix A, Section 2, also lists the respective amounts of local matching funds by providing agency and the program components of the UPWP to which they are applied for the Missouri federal funds utilized under this Agreement. Application of local matching funds in the form of direct cost match or cash from the Commission to the various program components will be determined by the Commission in accordance with Missouri laws. Use of Commission local matching funds by the Grantee shall be based on the proportionate share of cost by program component as given in Appendix A, Section 2. Local matching funds from the Commission shall not exceed the federally required matching share for any Missouri federally funded program component. The Commission's cash payment obligation shall be in accordance with Paragraph (9), Subparagraph (A).

(C) Procedures: The following procedures shall be followed when deviations from Appendix A or the scope of services program components occur or are anticipated to occur:

1. Cost Overruns:

A. Program component overruns of thirty percent (30%) or less will be considered as eligible costs provided:

(I) The total scope of services dollar amount is not increased or;

(II) If the total scope of services dollar amount is increased, an amended scope of services is executed between the Commission and the Grantee.

B. Program component overruns in excess of thirty percent (30%) will require a written request for approval and include the anticipated

amount of overruns on other program components.

C. Requests for overruns in program components shall be in writing and include the anticipated amount of overruns on other program components.

2. Agency Funding Participation: Revisions in the agency (i.e. FHWA, FTA, HUD, EPA) funding participation as shown in the scope of services require written approval by the Commission's chief engineer. Requests for revisions shall include the reason for the revisions, the proposed agency funding and the effect of the revisions on program components.

3. The Grantee shall monitor costs and initiate timely requests for approval as outlined above. Retroactive revisions of this scope of services will not be allowed.

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

(32) COMMISSION REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement.

(33) ENGINEER: As provided in this Agreement, “Engineer” means the Chief Engineer or any other authorized representative of the Commission. Where the specific term “Chief Engineer” is used, it shall mean the Chief Engineer exclusively.

(34) ASSIGNMENT: The Grantee shall not assign or delegate any interest in the Agreement and shall not transfer any interest in the Agreement, whether by assignment or notation without the prior written consent of the Commission.

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

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

[Remainder of Page Intentionally Left Blank]

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

Executed by the Grantee on _____(Date).

Executed by the Commission on _____(Date).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

_____

Title _____

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF JOPLIN

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

By _____

Title _____

Appendix A

Task Funding Breakdown

Task	CPG Funds	2.5 Set Aside Safe & Access Trans	Local Funds	Total
Program Support and Administration	$ 95,825		$ 23,956	$ 119,781
Short Range Transportation Planning	$ 50,756		$ 12,689	$ 63,445
Long Range Transportation Planning	$ 275,714		$ 68,929	$ 344,643
Geographic Information Systems	$ 69,062		$ 17,266	$ 86,328
Safety Planning	$ 184,823	$ 5,007	$ 46,206	$ 236,036
Total	$ 676,180	$ 5,007	$ 169,046	$ 850,233

COUNCIL BILL NO. 2023-284 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2023, through October 31, 2024, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, as the City of Joplin has been designated to conduct transportation planning programs for the Joplin Area Transportation Study Organization; authorizing the City Manager or his designee to execute said Agreement for the City.

BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That the City enters into an Agreement with the State of Missouri, acting by and through the State Highway and Transportation Commission of Missouri, which will provide the reimbursement of six hundred eighty-one thousand, one hundred eighty-seven dollars ($681,187) in consolidated planning funds under 23 U.S.C. Section 104(f) and 49 U.S.C. Section 5303, to complete comprehensive and transportation planning programs, a copy of said Agreement being attached hereto and made a part hereof by reference.

Section 2. That the City Manager is hereby authorized and directed, upon recommendation and approval of the City Attorney, to execute said Agreement or Agreement in substantially similar form, by and on behalf of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ___ day of _____, 2023, by a vote of_____.

_____
Douglas Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Resolution 2023-013 – Approval of a modification to the City of Joplin Purchasing Policy

MEETING DATE
September 18, 2023

ORIGINATING DEPT
Finance

ATTACHMENTS
Resolution 2023-013; City of Joplin Purchasing Policy with proposed modification

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

SUMMARY
This Resolution approves a modification to the City of Joplin purchasing policy.

BACKGROUND
Since the pandemic, purchasing vehicles for government entities has been a challenge. The City has been unable to replace several vehicles that have been budgeted for replacement over this time period. Production shortages have resulted in limited availability on dealership lots. Furthermore, government discounts for the purchase of vehicles have virtually been eliminated. As a result, the State changed the State bid process. Currently, the State Bid process provides a listing of approved dealerships. Entities purchasing from the State bid now send an email of their requested vehicle specifications to the dealers, then dealers respond if they have any vehicles to meet the specifications.

Many cities across Missouri have amended their purchasing policy to allow the City to follow this same process, but expand on the participating dealerships. The length of a formal sealed bid process no longer works due to the limited availability of vehicles on dealership lots. However, this streamlined process still solicits open bids in a timely manner, which will hopefully help the City capitalize on capturing vehicles on the lots.

This resolution approves the change to the current purchasing policy to follow the State bid process for the purchase of vehicles.

RECOMMENDATION
Staff recommends approval of this resolution.

RESOLUTION NO. 2023-013

A RESOLUTION approving a modification to the City of Joplin Purchasing Policy.

WHEREAS, the City of Joplin desires to add an option to purchase vehicles following the same process as the current State Bid process; and,

WHEREAS, this change to the purchasing policy will assist the City in procuring vehicles in a more timely manner while still conforming to an open bid process; and,

WHEREAS, the City Council of Joplin, Missouri desires to approve the requested modifications to the City of Joplin Purchasing Policy.

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

Section 1. That the City of Joplin Purchasing Policy will be modified to add the option to purchase vehicles following the same process as the current State Bid process, and adopted in the form attached hereto as Exhibit A, City of Joplin Purchasing and Procurement Policies and Procedures dated September 19, 2023.

Section 2. That this Resolution shall be in full force and effect from and after the date of its passage and approval.

APPROVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI this _____ day of

_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

CITY OF JOPLIN

PURCHASING AND PROCUREMENT

POLICIES AND PROCEDURES

EFFECTIVE SEPTEMBER 19, 2023

EXHIBIT A

CITY OF JOPLIN, MISSOURI
PURCHASING POLICIES AND PROCEDURES
TABLE OF CONTENTS

DESCRIPTION	PAGE NUMBER
Purpose and Objectives	3
General Provisions	4
Purchase Order and Bidding Requirements	8
Purchasing Procedures	13
Construction Project Delivery Methods and Procedures	21
Forms-Index	25

CITY OF JOPLIN, MISSOURI
Purchasing Policies and Procedures
Effective March 20, 2023

PURPOSE AND OBJECTIVES

These policies and procedures relating to the purchase of goods and/or services have been instituted to ensure that all employees of the City of Joplin follow practices which:

*assure the community that goods and/or services are procured in a manner consistent and compliant with the provisions of Federal law, State law, the City Charter, the City Code, and with generally accepted accounting principles;
*assure that the City is obtaining the best goods and/or services possible, which meet the required standards at the most reasonable cost;
*establish and maintain the highest level of accountability, fairness, and integrity.

These policies and procedures have been prepared pursuant to Article IV, Sections 4.03 and 4.04 of the Joplin City Charter and Article V, Division 2 of the Joplin City Code to achieve the following objectives:

*to clearly establish that compliance with proper purchasing practices is the responsibility of all employees;
*to vest the Finance Department with the responsibility for the establishment of and for monitoring compliance with proper accounting practices and internal control guidelines which maintain the highest levels of safety, quality, and integrity in the purchasing process;
*to procure supplies, materials, equipment, and contractual services for the City at the most appropriate cost and the best quality consistent with the goods and/or services required;
*to, at all times, exercise positive financial accountability in the expenditure of City funds;
*to ensure the fair and equitable treatment of all persons, in any capacity, who participate in the City's purchasing process.

GENERAL PROVISIONS

A. Definitions

A purchase order serves as the official order form and legal document for the City of Joplin.

B. Purchasing Authority

The City utilizes a decentralized purchasing function. Decentralized purchasing means the City's department heads are responsible for monitoring the purchasing activities of their departments. The Finance Department is physically responsible for the preparation of actual purchase orders, but the individual departments ensure compliance with purchasing laws and regulations, such as securing both informal and formal bids.

C. Selection of Vendors or Contractors

Vendors and contractors are selected on the basis of their ability to provide the requested goods and/or services at the lowest and best price. The lowest and best price is considered to be that price which meets all the specifications and quality requirements of the bid proposal within the lowest price range, which may or may not be the lowest price offered. In making the selection, the City will consider the following factors:

*price;
*quality of goods and/or services to be provided;
*on-going maintenance, warranties, and post-purchase support;
*prior experience with the vendor or contractor;
*ability to satisfactorily meet all of the City's specifications and requirements;
*any other factors reasonably related to the overall cost to the City upon purchase and use of the goods and/or services being requested.

Conflict of Interest and Ethical Conduct: Pursuant to Section 15.09 of the Home Rule Charter, and, pursuant to Section 2-50 of the Code of Ordinances of the City of Joplin, no council person, officer, or employee of the City shall have a financial interest, direct or indirect, in any contract with the City or any office, department, board or agency thereof, or be financially interested, directly or indirectly, in the sale or lease to the City of any land, materials, supplies, equipment or services. **No council person, officer, or employee of the City shall accept gifts or gratuities on an individual basis from any vendor or potential vendor of the City.** Any violation of this section shall render the contract, agreement, undertaking or sale void, and any officer or employee so violating this section shall thereby forfeit his office, position, or employment.

D. Acceptable Preferences

Products Manufactured in the United States: Preference is given to vendors who offer products manufactured, assembled, or produced in the United States, if the quality and price are comparable with all other goods and/or services offered for purchase.

Every contract for capital construction of improvements in excess of $10,000 will contain a provision requiring the contractor to use products manufactured, assembled, or produced in the United States in the performance of the contract, if the quality and price are comparable with other available goods.

Post Consumer Products: Preference will be given to vendors or contractors who offer products which contain post consumer recyclable material if the quality and price are comparable with other available goods.

Federally Provided Funds: All federal requirements will be followed when purchasing goods and/or services with federally provided funds. Before placing an order with a vendor, each department will verify that the vendor is not debarred or suspended by the federal government on the web page. The web page address is **www.sam.gov**. The issuing department will verify that the prevailing wage is paid to all workers on construction contracts.

State of Missouri Vendors: Preference will be given to vendors or contractors who produce, manufacture, or market goods and/or services within the State of Missouri, if the quality and price are comparable with all other goods and/or services offered to the City and all other factors to be considered in the bid award process are equal.

Local Vendors:

1. Preference will be given to vendors or contractors who produce, manufacture, or market goods and/or services within the defined radius as described below, if the quality and price are comparable with all other goods and/or services offered to the City and all other factors to be considered in the bid award process are equal. When a formal written bid or proposal is not required, local vendors may be given an opportunity to match prices offered by non-local vendors, as long as the products are equal as to specifications and quality requirements.

2. A vendor or contractor is considered to be local if their principal place of business is located within a radius of twenty-five (25) miles from Joplin City Hall, with the majority of its primary business operations, including but not limited to, production, operation, purchasing, billing, marketing, management, administration and ownership, occurring within said radius. "Local" shall not include the following:

    (a) Those businesses with only a local post office box; or
    (b) Those businesses with a sales presence in the said radius, but no physical business location within the said radius; or
    (c) Home based businesses that merely take orders for products shipped from out-of-town to their customers.

3. When bids or proposals are received from both local and non-local vendors or contractors, the local bidder may be given preference in the awarding of the bid provided that its bid meets all other specification, quality, and service requirements in the following instances:

(a) If a local bidder is within three (3%) percent of the lowest bid from a non-local bidder on a bid or proposal from $3,000.00 up to $1,000,000.00, and within two (2%) percent on such bid or proposal from $1,000,000.00 up to $3,000,000.00, and within one (1%) percent on such bid or proposal from $3,000,000.00 to $5,000,000.00.

(b) The local purchasing preference policy shall not apply in the following instances:
    (1) When purchases and or contracts are funded in whole or in part by federal funds.
    (2) When such preference is in conflict with any applicable state or federal laws, rules or regulations.
    (3) When construction projects are financed with public assistance, including but not limited to, tax increment financing, Chapter 100 bonds, Chapter 353 redevelopment projects and enterprise zone redevelopment.

(c) In the event that a general/prime contractor wishes a bid to be considered local, such contractor must either be local as defined above and at least 51% of the value of the total work to be performed as set forth in the bid price must be accomplished by the general/prime contractor or subcontractors considered local pursuant to this policy as defined above; or, utilize subcontractors considered local who will perform at least sixty percent (60%) of the value of the total work to be performed as set forth in the bid. The general/prime contractor will be required to document this information and provide it with the bid in order for the bid to be considered under the local vendor preference policy.

E. Commodity Buying

Departments are encouraged to plan ongoing purchases of goods and/or services in a manner to take advantage of price discounts for quantity purchases of items, such as the following:

*Office and Stationary Supplies
*Janitorial and Paper Supplies

F. Encumbrance Accounting and Budgetary Control

Encumbrance accounting is employed as a practical means of controlling spending. Encumbrances are used to indicate that some unspent funds have been committed by means of purchase orders or executory contracts, and so are NOT available for new spending. Encumbrances are used to reflect committed, but unspent resources, thereby indicating the true balance of resources available for new spending.

The first step in the purchasing process is the preparation and approval of a budget. The budget establishes the levels of available funding and how the funds may be spent. Through the automated financial accounting system, all purchase requisitions and orders will be encumbered against available funds in the department's budget. Encumbrance accounting assists the City in maintaining proper budgetary control to assure that actual expenditures do not exceed annual appropriation levels. Monies committed through the issuance of

a purchase requisition will be deducted from individual budget accounts to indicate the level of funding still available for appropriation by the department.

PURCHASE ORDER AND BIDDING REQUIREMENTS

To ensure that goods and/or services are purchased from the vendor/contractor, who can provide the best product at the lowest and best price to the City, the bidding practices set forth in this section are to be followed by **ALL** City employees. ***It is not acceptable to divide or split quantities to be purchased with the intent of evading or circumventing the bidding requirements established under these policies.***

A. General Overview

1. Selection of Lowest and Best Bidder: See General Provisions Section C for determination of selection of lowest and best bidder.
2. Vendor Bid Lists: the Finance Department will maintain the official vendor bid list. Departments will have on-line computer access to the current vendor bid list. A vendor must contact the Purchasing Clerk in the Finance Department to be placed on the official vendor bid list for the City.

B. Formal Sealed Bids

When Required: A formal sealed bid is required when:

*it is estimated that the total cost will ***exceed $15,000;***
*the goods and/or services required are to be purchased with state or federal funds and the use of those funds require a formal bid process;
*the City Council, the City Manager, or the Director of Finance determines it is within the best interests of the City to seek formal bids/proposals.

Advertising of Formal Bids: All formal requests for bids or proposals must be advertised no less than fifteen (15) days prior to the date on which sealed proposals or bids will be opened. Advertising must be accomplished in such a manner as to allow interested bidders a sufficient length of time to prepare a complete and meaningful response to the bid document. The advertisement methods to be employed are as follows:

*a legal advertisement in a local newspaper, whose general circulation is within the City limits, for a period of at least one-day;
*delivery by mail, fax, or e-mail of the official notice to all vendors or contractors who have requested to be placed on the City's bid list for goods and/or services of the nature being solicited.

Additional Approval: If the bid price exceeds $100,000 or the purchase requires the completion of a signed contractual agreement with the vendor for performance of services, formal adoption by the City Council is also required.

C. Motor Vehicle and Rolling Stock Bids

Motor vehicles and rolling stock may be purchased by sending email specifications to any authorized Chevrolet, Ford, or Dodge dealership in the State of Missouri and requesting responses in no less than three (3) days. The dealership must be in good standing with the State. If a conforming bid is received by the specified date and time that is within the budgeted amount for the motor vehicle or rolling stock item, a purchase order may be immediately issued for the purchase.

If more than one conforming bid is received, the department will choose the lowest and best bid, which can include factors such as price, delivery time and delivery location as examples. The department will document the lowest and best bid, which shall be forwarded to the Finance Department for review ***prior*** to placement of the order. If a conforming bid is more than the budgeted amount for the item, a budget amendment will be required ***prior*** to placement of the order.

D. Informal Written Quotations

When Required: An informal written quotation from at least three (3) vendors is required for all purchases with an estimated price of ***less than $15,000 but more than $3,000.***

E. Informal Telephone Quotations

When Required: An informal telephone quotation from at least three (3) vendors is required for all purchases with an estimated price of ***less than $3,000 but more than $1,000.***

F. Discretionary Purchases

Goods and/or services whose value does ***not exceed $1,000*** may be purchased without obtaining bids or quotations at the discretion of the department head. A purchase requisition is required for ***ALL*** goods and/or services, which require a purchase order. A detailed listing of exempt goods and/or services is itemized in the purchasing procedure section of this policy. Vendors will be instructed that the City will not be responsible for payment if any item is sold or delivered without the presence of a purchase order. No individual will be authorized to purchase or contract for goods and/or services as an agent of the City without presenting a purchase order document at the time an order is placed.

G. Emergency Purchases (under $200)

An exception to the above policy will be granted for purchases of materials valued at less than $200 from local vendors. While a formal purchase order is not required, the individual receiving merchandise from a local vendor will be required to provide that vendor with an authorized Field Purchase Order (Local Purchase Order). This Field Order can be printed at the Department and authorized by the appropriate supervisory personnel. One copy is to be provided to the local vendor at the time of sale or delivery; one copy is to be forwarded to Finance; and one copy is to be retained by the department. These pre-

numbered forms can be issued without first being reviewed by the Finance Department.

These Field Orders may also be used for emergency purchases of up to $500 with the department heads' approval and a written explanation of the nature of the emergency provided to Finance. This will allow for materials to be purchased at times when it is impossible for a department to obtain a formal purchase order from the Finance Department. ***All local vendors will be informed that the City will not be financially responsible for the purchase of any goods and/or services by ANY City employee without the presentation of a valid Field Order.***

H. Bid Prices

Bid prices obtained from a vendor for goods or services ***may*** be used for up to, but not longer than, one year from the bid date as long as there is no variation in the price or the goods or services provided. This minimizes the cost of bidding, while ensuring the lowest price is obtained.

I. Exceptions to Purchasing and Bidding Requirements

Goods and/or services are exempt from the formal bid or informal quotation process if:

*The goods and/or services are only available through a single source. Written documentation of this exception, with the requisition number, must be forwarded to the Finance Department by the department.
*The goods being purchased are not new.
*The goods and/or services are available only from suppliers whose prices are set by governmental regulations, such as utility services.
*The goods and/or services being sought must be compatible with goods already owned or services already being provided to the City or with supplier warranty agreements.
*The goods and/or services are being purchased through a cooperative agreement with other governmental agencies.
*The goods and/or services are being purchased through BuyBoard Purchasing Cooperative.
*The goods and/or services may be obtained through the State of Missouri's cooperative procurement agreement, as long as it can be documented that the items purchased cannot be obtained from a local vendor at a lower price and that the State Division of Purchasing can provide documented evidence of the competitive bidding procedure followed for the specific items being purchased.

J. Monthly Blanket Purchase Orders

Blanket purchase orders are used for vendors with whom repetitive or standing orders are frequently placed. A blanket purchase order is valid for a six-month period. A separate blanket requisition must be completed for the items charged to each operating expense (expenditure) account. The standard requisition procedures are the same.

K. Bid Protests

Any actual or prospective bidder, offerer, or contractor, who is aggrieved in connection with the solicitation of bids or the award of a contract, may protest to the Director of Finance. The protestee shall present, in writing, the basis upon which the solicitation or award is contested, and, such protest must be presented within ten (10) days after the bid opening. Compliance with this bid protest procedure shall be a condition precedent to any legal action.

L. Resolution of Bid Protests

All bid protests shall be referred to the City Purchasing Committee, which shall consist of the Director of Finance or his designee and the City Attorney or his designee. The City Purchasing Committee shall undertake such investigation as, in their mind, is necessary to rule on such bid protest, and, shall make a written recommendation to the City Manager within ten (10) days of such written protest. The City Manager shall then modify, approve or disapprove such recommendation, which decision shall be communicated in writing to the protestee, and shall be final. No appeal shall be taken from the decision of the City Manager except as provided by Chapter 536, RSMo.

M. Suspension or Debarment

The Director of Finance shall maintain a list of all suspended or debarred contractors. The Purchasing Committee shall have the authority to suspend or to bar a person from consideration for bid awards. A suspension may be for up to six (6) months; a debarment may be from six (6) months to two (2) years in length. Notice of suspension or debarment shall be given by Certified Mail.

The following are causes for suspension or debarment:

1. Conviction within the last ten (10) years for the commission of a criminal offense as incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
2. Conviction within the last ten (10) years under state or federal statutes for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a contractor.
3. Being suspended or debarred from bidding upon federal or state contracts.
4. Breach within the last two (2) years of a contractual relationship with the City of Joplin, which, in the Committee's opinion, is so serious as to justify suspension or debarment.

A contractor who is suspended or debarred may appeal in writing to the City Manager, whose decision shall be final. No appeal shall be taken from the decision of the City Manager except as provided by Chapter 536, RSMo.

N. Policy Violations

Violation of these policies and procedures by any city employee shall result in corrective action being taken, which is pursuant to Section Eight of the City of Joplin Employee Rules and Regulations Manual.

PURCHASING PROCEDURES

All purchases for goods and/or services to be paid from City funds require the issuance of a properly authorized and executed City purchase order ***prior*** to placement of an order and acceptance of delivery. The purchase order serves as a contractual agreement between the City and the vendor, which guarantees payment and provides City staff with the authorization to procure goods and/or services in the name of the City. Without an approved purchase order, City employees are not authorized to arrange for the purchase of goods and/or services on behalf of the City and the City, in turn, assumes no responsibility for payment to the vendor for items delivered.

A. General Overview

1. New vendors are established through the Finance Department. When a department needs a new vendor to be established, they will complete the ***Request for New Vendor*** form and forward it to the Finance Department. The Finance Department will send a "New Vendor Package" to the requested vendor. The vendor will be required to provide the City with an address, a tax identification number, a current W-9 form, a telephone number, a contact name, an order address, and a payment address. If the vendor is a local vendor, they will also be required to have a current City of Joplin business license and all required documents associated with a business license.

Once the "New Vendor Package" information is returned to the Finance Department from the vendor, the vendor will be established in the computer system. An ***Approved Vendor*** listing will be sent to the department to confirm the set up of the new vendor.

B. Purchase Order Requisition

Departments will complete an on-line purchase requisition to initiate all purchases. The on-line requisition will contain the following information:

*name and address of supplier or contractor;
*vendor number;
*detailed description of goods and/or services being requested;
*quantities, unit prices and extended prices for goods and/or services being requested;
*anticipated delivery date;
*street address where goods and/or services are to be delivered;
*budget account against which expenditure is to be encumbered (***account codes are assigned based on the appropriate classification of expense rather than the availability of unappropriated funds);***
*approval of department head or his approved designee.

On-line requisitions will be approved on-line by the appropriate supervisor, department head, City Manager, and/or Finance Department based on the type and amount of the purchase. Requisitions being

processed for which sufficient funds are not available or for items not appropriated through the annual City budget will not be allowed. One or more of the following must be forwarded to Finance before the requisition can be resubmitted:

*a budget transfer request signed by the Department Head.
*a budget amendment request signed by the Department Head and the Director of Finance. The City Manager, or his designee, must also approve amendment requests in excess of $3,000. Amendment requests in excess of $10,000 must have the formal approval of the City Council prior to issuance of a purchase order. ***All*** budget amendments under $10,000 will be considered for approval by the City Council at the end of the budget year.
*a memo from the Department Head and approved by the City Manager authorizing the purchase of capital outlay items not included in the City's approved budget. Formal Council approval of additional capital equipment or improvement projects is required when the cost exceeds $50,000.
*formal adoption by the City Council, if the bid price exceeds $100,000 and is not appropriated in the budget or the purchase requires the completion of a signed contractual agreement with the vendor for performance of services.

C. Formal Sealed Bids

Preparation and Issuance of Formal Bid Document: With the assistance of the Finance Department, each City department will be responsible for the preparation and issuance of all formal bid documents involving the procurement of goods and/or services which are to be purchased from available funds appropriated in their annual departmental budget. Where a formal sealed bid is to be issued, the following procedures will apply:

1) Departments will prepare a detailed ***Bid Specification*** form which provides:
   *a complete description of the item(s) to be purchased in sufficient detail to allow the vendor to determine the City's minimum requirements;
   *any conditions with which the vendor must comply in order to be awarded the bid or to perform on the contract;
   *any applicable quantities, performance levels, warranty periods or on-going service expectations which are to be provided;
   *a description of any equipment to be offered for trade-in with sufficient detail to allow the vendor to provide an accurate trade-in allowance quote;
   *a designated space following each specification requirement for the vendor to note their ability or inability to meet the conditions listed and propose an alternative or substitute for the department's consideration;
   *a statement indicating that the vendor must comply with federal regulations, federal procurement policy, and the

Davis-Bacon Act if federal funds are being used for the purchase.

2) Departments will prepare a ***Bid Proposal Response*** form to be completed by the vendor, which is required to contain the following:
   *detailed description of item(s) being bid or proposed (make, model, quantity, warranty periods, etc.);
   *bid pricing information (bid price must be quoted F.O.B. Joplin);
   *estimated date of delivery or performance;
   *date of bid submission;
   *company name and home office address;
   *name and phone number of company representative to contact;
   *signature of company representative.

3) Departments will forward both the ***Bid Specification*** and the ***Bid Proposal Response*** forms to the Finance Department for completion of the Bid Document Package along with:
   *name, title, telephone number, and fax number of the staff member assigned as bid contact person;
   *location and address from where bid documents may be obtained;
   *desired bid opening date and time (must be at least 30 days following submission of bid documents to Finance Department and will be contingent on publication date of legal advertisement);
   *budget account to be charged and anticipated cost of item being bid;
   *disclosure of any possible related parties.

4) The Finance Department will review the documents provided and verify that sufficient unencumbered funds are available in the department's budget. Bids for capital equipment or projects will be compared with the listing of approved items included in the adopted annual budget. If sufficient monies are not available for the purchase or if the item does not appear on the approved listing of capital equipment or projects, the bid documents will be returned to the department.

5) If sufficient funds are available and the item has been approved for purchase in the adopted budget, a bid number will be assigned. The Finance Department will prepare a ***Bid Cover Sheet***, an ***Instructions to Bidders*** form, and a ***Notice to Bidders*** form to complete the formal bid document package. The bid instructions must set out the following information and conditions:
   *the specified date, time, and place of the formal opening of sealed bids;
   *all sealed bids are marked clearly with the bid number and the description of the item being bid;
   *the City reserves the right to accept all or any portion of the goods and/or services being requested from any one vendor;

*the City reserves the right to select the lowest and best bidder based on full consideration of all factors, preferences, and conditions deemed applicable by the City of Joplin;
*the City reserves the right to reject all bids at any time.

6) The Finance Department will ensure that all advertising requirements are satisfied.

7) The completed bid document, with the ***Bid Tabulation*** form, will be returned to the department contact person, who is responsible for distributing the information to all interested parties. Departments must send the notice of formal sealed bid to ***ALL*** vendors, in the specific item category on the official vendor bid list, which is maintained by the Finance Department. The contact person will forward the entire package to any vendor requesting a copy of the bid package.

Awarding of Formal Bids: At the date and time specified, all sealed bids received will be opened in the department issuing the bid with at least two City staff members present. A ***Bid Tabulation*** form is to be completed immediately upon opening of the vendor proposals. The department will then review the bids received to determine which bid offers the lowest and best price while meeting all the specification and quality requirements desired. If the department's recommendation is the lowest bid received, an on-line purchase requisition should be completed and approved by the department head. The original bid tabulation form, with the requisition number, will be forwarded to the Finance Department.

If the recommendation is to award the bid to a vendor other than to the one supplying the lowest bid price, the department head will send a written recommendation which provides justification for the award to the City Attorney and to the Finance Department. This recommendation will be reviewed and approved by the City Attorney, prior to issuance of a purchase requisition, to ensure that adequate justification is provided in case an unsuccessful vendor files an appeal.

D. Informal Written Quotations

Solicitation of Written Quotations: Departments will prepare a written memorandum describing the goods and/or services being requested. The department is responsible for providing this information to no less than three (3) vendors who will be given sufficient time to respond in writing with a bid proposal. No legal advertisement is required but departments are encouraged to provide the specification memorandum to all vendors named on the City's bid list. It is the department's responsibility, prior to the solicitation of quotations, to ensure that sufficient unencumbered funds are available in the department's approved budget and that all capital-related items are included on the approved capital outlay listing. Vendors submitting quotations must respond in writing, by e-mail, or via facsimile directly to the department soliciting the quotation.

Acceptance of Written Quotation: Upon receipt of all solicited quotations, the department will review the information provided and determine which vendor has offered the lowest and best price which meets all of the conditions and specifications desired. When the successful vendor has been selected, an on-line purchase requisition is completed and approved by the department head. The original specification memorandum and the completed bid tabulation form, with the requisition number, will be forwarded to the Finance Department. If the selected vendor is not the one offering the lowest price, a written justification must be attached.

E. Informal Telephone Quotations

Solicitation of Telephone Quotations: Departments will be responsible for contacting no less than three vendors and providing them with a detailed description of the goods and/or services desired. No legal advertisement is required but departments are encouraged to contact all vendors named on the City's bid list. It is the department's responsibility, prior to the solicitation of quotations, to ensure that sufficient unencumbered funds are available in the department's approved budget and that all capital-related items are included on the approved capital outlay listing. Vendors may respond by telephone, by e-mail or via facsimile directly to the department soliciting the quotation.

Acceptance of Telephone Quotations: Upon receipt of all solicited quotations, the department will review the information provided and determine which vendor has offered the lowest and best price which meets all of the conditions and specifications desired. When the successful vendor has been selected, an on-line purchase requisition is completed and approved by the department head. The original ***Telephone Quotation Tabulation*** form, with the requisition number, will be forwarded to the Finance Department. If the selected vendor is not the one offering the lowest price, a written justification must be attached.

F. Authorized Purchase Order

The approved purchase requisition will be sent on-line to the Finance Department. The Finance Department will review all requisitions for completeness; accuracy of budget account number assignment; availability of sufficient unencumbered funds in the department's budget; and compliance with City bidding and purchasing policies. Requisitions for capital equipment or projects will also be compared with the approved listing contained in the annual adopted City budget. Once this review is completed and no exceptions are discovered, the Finance Department will proceed with the issuance of a purchase order. Before distribution, the Purchasing Clerk will sign all purchase orders. The signature of the Director of Finance, or his designee, will also be required on all purchase orders over $3,000. Since the purchase order document constitutes a contract between the City and the supplier or contractor, vendors are to be instructed that shipment or delivery is not authorized unless they have received an approved Purchase Order document either by mail or via facsimile.

Purchase orders will be printed and distributed daily by the Finance Department. The Purchase Order will be distributed in the following manner:

*Original Copy – Vendor
*Copy 1 – Accounts Payable
*Copy 2 – Department

The Finance Department will be responsible for all matters related to proper accounting practices in the area of purchasing. If a purchase requisition has exceptions, the Finance Department will send it back via on-line access to the department for additional/different information.

G. Field Purchase Orders (Local Purchase Orders)

For goods and/or services purchased from ***local*** vendors with a value of less than $200, departments may use a ***Field Purchase Order*** (Local Purchase Order) form in place of a formal Purchase Order. The Field Purchase Order is a pre-printed, pre-numbered triplicate form. The Field Purchase Order requires the same information as a purchase requisition, but may be approved by either the department head or a department supervisor designated by the department head. The form will print at the department and will require an authorized signature. A City employee may take the Field Purchase Order to the vendor to pick up the requested items. The vendor will retain one copy as authorization to bill the City for the goods and/or services, the department will retain one copy, and one copy will be forwarded to the Finance Department by the department. The City employee will attach any shipping documents, delivery tickets or invoice copies to the Finance Department's copy of the Field Purchase Order and will initial the F.P.O. indicating receipt of the items.

H. Blanket Purchase Orders

Blanket purchase requisitions are completed the same as regular purchase requisitions. Blanket orders are issued for items needed on a recurring basis. Blanket orders will be valid for six months. A separate blanket requisition must be completed for the items charged to each operating expense (expenditure) account. For example, a separate blanket purchase order is required for paint supplies and hardware supplies.

I. Exempt Goods and/or Services

Some goods and/or services, because of their nature, may be purchased without the prior issuance of an authorized Purchase Order or Field Purchase Order. These items include:

*Travel expenses or reimbursements
*Mileage reimbursements
*Petty Cash expenditures ($30 limit)
*Dues and memberships
*Publications and subscriptions (unless a P.O. will substitute for prepayment)
*Fees; Permits and legal advertisements
*Payroll withholding remittances
*Postage and delivery fees

*Utility charges and services
*Rentals and leases
*Insurance premiums
*Legal settlements

These items will be paid with an authorized ***Check Request*** form or ***Travel Expense*** form. The department head must approve the Check Request Form and/or Travel Request Form. Check Requests and Travel Expense forms must have appropriate supporting documentation attached. Check Requests will not be required for any exempt ***invoiced*** item, such as utility charges and legal advertisements. The appropriate supervisor or department head must approve the original invoice that is exempt from a purchase order before payment will be processed. A duplicate copy of the invoice will be retained in the Finance Department pending the return of the original approved invoice.

J. Cancellation of Purchase Orders

Purchase Orders may be issued with an anticipated delivery or completion date of no more than ***one year*** following the date of issuance. Any unexpended funds remaining open against the Purchase Order will be automatically canceled thirty (30) days after the delivery or completion date, unless the department requests in writing that the time period be extended. However, at no time may this time period be extended beyond one year of the date of issuance. In the event of a multi-year project, a purchase order will be issued based on the portion of that project expected to be completed during the year.

K. Receiving of Goods and/or Services

Upon receipt of goods and/or the completion of services, the department will verify receipt of the quantity of items received. The ***department*** will use the on-line computer to receive the goods and/or services. If partial delivery is made, partial receipt of the items must be made on the computer by the department. Receipt is made on the computer the same day that the goods and/or services are physically received at the department. The department must verify receipt of all items received by the unit of measure indicated. This will ensure that the City does not pay for items not received. Do ***NOT*** receive in the quantity ordered, if that is not the actual quantity received. For example, if two boxes of pens were ordered but only one box is received, only one box should be received in the computer by the department. The receiving tickets will print in the Finance Department. The Finance Department will match the receiving ticket with the invoice, before payment is processed.

L. Invoice Processing

Each department is authorizing payment to the vendor through the purchase requisition and receiving processes. Thus, all invoices will be sent directly to the Finance Department. Invoices will be matched to the purchase order and the receiving ticket by Accounts Payable prior to payment processing. Invoices will be paid according to each vendor's terms. If a vendor does not specify payment terms, the City will assume terms of net thirty (30) days. Vendors will be notified that invoices must be sent directly to the Finance Department. If a department

inadvertently receives an invoice, send it to Finance with a note so the vendor can be notified of the proper mailing address.

M. Policy and Procedure Revisions

Any revisions or modifications to the purchasing and procurement policies and procedures will be made by the Finance Department and approved by the City Manager and/or the City Council.

CONSTRUCTION PROJECT DELIVERY METHODS

There are different construction project delivery methods available to municipalities. Typically, the City will follow the Design-Bid-Build method, which is also known as the traditional "low-bidder" model. However, currently State Statute also allows municipalities to utilize the Construction Manager-at-Risk (CMAR) method in certain defined circumstances, as long as municipalities follow the steps set forth in State Statute.

The City of Joplin recognizes the overall construction project goal is to complete the project at the lowest construction cost with the highest quality in the shortest period of time. With this goal in mind, city staff will evaluate and choose the best construction project delivery method to follow prior to beginning the project.

CONSTRUCTION MANAGER AT RISK (CMAR):

Definitions: A construction manager is the legal entity that proposes to enter into a construction management-at-risk contract. Construction manager-at-risk is a sole proprietorship, partnership, corporation or other legal entity that assumes the risk for the construction, rehabilitation, alteration, or repair of a project at the contracted price as a general contractor and provides consultation to the City regarding construction during and after the design of the project.

Eligible Projects for CMAR: Under Missouri State Statute 67.5050, the City may use the CMAR method in the following circumstances:

*For civil works projects such as roads, streets, bridges, utilities, water supply projects, water plants, wastewater plants, water distribution and wastewater conveyance facilities, airport runways and taxiways, storm drainage and flood control projects, or transit projects commonly designed by professional engineers in excess of two million dollars ($2,000,000.00) and noncivil works projects such as buildings, site improvements, and other structures, habitable or not, commonly designed by architects in excess of three million dollars ($3,000,000.00).

Construction Manager-At-Risk Procedures:

1. Prior to selecting a construction manager-at-risk, the City shall first select an engineer or architect through the demonstrated competence and qualifications process. The engineer or architect shall prepare the construction documents for the project and shall comply with all applicable state laws. The engineer or architect selected for the project shall not also serve in any manner as the construction manager-at-risk.
2. At least one week prior to publishing the request for qualifications for the CMAR, the City shall publicly disclose at

a regular City Council meeting the intent to utilize the construction manager-at-risk method, along with the specified selection criteria to be used in the RFQ document.

3. The City shall contract for, independently of the construction manager-at-risk, any required inspection services, testing of construction materials, or engineering necessary for the acceptance of the project by the City.
4. The CMAR shall be selected in a two-step process as follows:

   Step One:

   a. A request for qualifications shall be issued that includes general information on the project site, project scope, schedule, selection criteria, and the time, place and method for the receipt of the qualifications, and any other information that may assist the City in the selection of the best construction manager-at-risk.
   b. The selection criteria shall be stated in the request for proposals or qualifications. The selection criteria will include the construction manager's experience, past performance, safety record, proposed personnel and methodology, and other appropriate factors that demonstrate the capability of the construction manager-at-risk.
   c. The City shall publish the request for proposals in the local newspaper once a week for two consecutive weeks prior to opening the proposals or qualifications.
   d. The City shall receive, publicly open, and read aloud the names of the responding construction managers.
   e. Within forty-five (45) days after the due date of the request for proposals or qualification submissions, the City shall evaluate and rank each proposal or qualification in relation to the criteria set forth in the request.

   Step Two:

   a. The City may request no more than five construction managers, selected solely on the basis of qualifications, provide additional information, including the construction manager-at-risk's proposed fee and its price for fulfilling the general conditions prescribed by the City.
   b. At this stage, qualifications shall account for forty-five percent (45%) of the evaluation and cost shall account for fifty-five percent (55%) of the evaluation.
   c. The City shall receive, publicly open and read aloud the names of the responding construction managers.
   d. Within forty-five (45) days after the due date of the step two proposals, the City shall evaluate and rank each proposal or qualification in relation to the criteria set forth in this step.
   e. The City shall interview at least two of the top construction managers as part of the final selection.

5. The construction manager that submits the proposal that offers the best value for the City based on the published selection criteria and on the ranking evaluation shall be selected as the number one respondent.
6. The City, or its representative, shall negotiate a contract with the selected construction manager. If the City is unable to negotiate a satisfactory contract with the selected construction manager, the City or its representative, shall formally and in writing, end negotiations with that construction manager and begin negotiations with the next highest ranked construction manager. The negotiations shall result in a guaranteed maximum price (GMP) for the project.
7. The selected CMAR shall publicly advertise as set forth in Missouri State Statute, Chapter 50, and receive bids or proposals from trade contractors or subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. A CMAR may seek to perform portions of the work itself if the CMAR submits its sealed bid or sealed proposal for those portions of the work in the same manner as all other trade contractors or subcontractors. All sealed bids or proposals shall be submitted at the time and location as specified in the advertisement for bids or proposals and shall be publicly opened and the identity of each bidder and their bid amount shall be read aloud. The City also has the right to restrict the CMAR from submitting bids to perform any portion of the work being bid.
8. The CMAR and the City, or its representative, shall review all trade contractor, subcontractor, or CMAR bids or proposals in a manner that does not disclose the contents of the bid during the selection process to any person not involved with the project. If the CMAR submitted bids or proposals, the City, or its representative, shall determine if the CMAR's bid offers the best value for the project. After all proposals have been evaluated and clarified, the award of all subcontracts shall be made public.
9. If the CMAR reviews, evaluates and recommends to the City a bid from a trade contractor or subcontractor, but the City requires another bid be accepted, the City shall compensate the CMAR by a change in price, time or guaranteed maximum cost for any additional cost and risk incurred by the change.
10. If a selected trade contractor or subcontractor materially defaults in the performance of its work or fails to execute after being selected, the CMAR may itself, without advertising, fulfill the contract requirements or select a replacement to fulfill the contract requirements.
11. The penal sums of the performance and payment bonds delivered to the City shall each be in an amount equal to the fixed contract amount or guaranteed maximum price (GMP).

The CMAR shall deliver the bonds not later than the tenth day after City Council approval of the contract.

INDEX

Sample RFPs and Bid Tabulation Forms

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2023- 366, Building Regulations

MEETING DATE
September 18, 2023

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards

SUMMARY
This council bill approves the contract by and between the City of Joplin and with USA Demolition to remove the structures, and any remaining debris including foundation and footings located at 2119 Manitou St.

BACKGROUND
The above listed address was "tagged" as a dangerous building on May 8, 2023. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On August 25, 2023, an advertisement for bids was published in the Joplin Globe with bids being received on September 8, 2023, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

USA Demolition	$6,490.00
Big Johns	$7,900.00
B&D Yardbuilders	$24,750.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

FUNDING SOURCE
These payments are included in the FY 2022-23 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to USA Demolition for $6,490.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2023- 366, Photograph of Property, Bid Tabulation

CLOSING DATE:	8-Sep-23	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver/Vicky Copeland
Demolition of All Structures		LOCATION:	2119 E. Manitou St.

COMPANY	BIDS
B & D Yardbuilders	$24,750.00
Big John's Heavy Equipment	$7,900.00
Freeman's Landworx, LLC	NO BID
USA Demolition	$6,490.00


COUNCIL BILL 2023-366
2119 MANITOU ST.
05/08/2023


05/08/2023


05/08/2023


05/08/2023

COUNCIL BILL NO. 2023-366 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and USA Demolition for the demolition of the structure(s) and clearing of a lot located at 2119 Manitou St. in the City of Joplin, Missouri, for Six Thousand Four Hundred Ninety dollars ($6,490.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with USA Demolition in the amount of Six Thousand Four Hundred Ninety dollars ($6,490.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 2119 Manitou St.

Section 2. The contractor will be paid in case for the portion of the work performed by him and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 2119 Manitou St.

ALL OF LOTS NUMBERED TWO HUNDRED FIFTY-SEVEN (257) AND TWO HUNDERED FIFTY-EIGHT (258) IN CASTLE ROCK SUB-DIISION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12(1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety, or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-452 – approving a Program Services Contract between the Missouri Department of Health and Senior Services (DHSS) and the City of Joplin

MEETING DATE
September 18, 2023

ORIGINATING DEPARTMENT
Health Department

ATTACHMENTS
CB2023-452 Council Bill and the DHSS Program Services Contract.

REVIEWED BY
Dept. Head: Ryan Talken; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; 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 2023-2024

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 include food instruments (checks) redeemable for specific nutritious foods, nutrition education and counseling, breastfeeding counseling and certain medical services for income eligible women and children in Jasper County. The local agency plan calls for the city to provide WIC services for up to 31,343 clients and for a total cost reimbursement of up to $703,891.00.

Revenues and expenses are budgeted in the remainder of the current year budget as well as the 2023-2024 city budget.

The period for this agreement is October 1, 2023 through September 30, 2024 and the total anticipated reimbursement from this agreement is $703,891. 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 an emergency basis to prevent delay of implementation of contract.

COUNCIL BILL NO. 2023-452 **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, 2023 and running through September 30, 2024, for the amount of up to Seven Hundred Three Thousand, Eight Hundred Ninety One Dollars and no Cents ($703,891.00), 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: and containing an emergency clause.

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.

Section 3. That this Ordinance dealing with the immediate preservation of public health and safety is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this ordinance provides for the health enhancement activities for residents of the city and has a time limitation for approval and return for the beginning of the federal fiscal year, October 1, 2023. Immediate passage prevent delay of implementation of the contract.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 18th day of September 2023, by a vote of

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

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:**	
54432	WIC LOCAL AGENCY NUTRITION SERVICES	
Contract Start:	**Contract End:**	**Questions/Please Contact:**
10/1/2023	9/30/2024	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
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. GENERAL

1.1 To the extent that this contract involves the use, in whole or in part, of federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A, which is attached hereto and is incorporated by reference as if fully set forth herein.

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

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

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

1.2.3 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.

1.3 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.

1.4 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, 2023, through September 30, 2024.

1.5 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. 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:

1.5.1 Registration of business name (if applicable) with the Secretary of State at http://sos.mo.gov/business/startBusiness.asp

1.5.2 Certificate of authority to transact business/certificate of good standing (if applicable)

1.5.3 Taxes (e.g., city/county/state/federal)

1.5.4 State and local certifications (e.g., professions/occupations/activities)

1.5.5 Licenses and permits (e.g., city/county license, sales permits)

1.5.6 Insurance (e.g., worker's compensation/unemployment compensation)

1.6 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: PO Box 570, Jefferson City, MO 65102
Phone: 573-751-6204 or 800-392-8209
Email: WICOperations@health.mo.gov

2. PURPOSE

2.1 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.

2.2 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.

2.3 The purpose of this contract is to allow the Department to provide funds to support the delivery of the 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.

2.4 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/wom/ and are incorporated by reference as though fully set forth herein.

3. CERTIFICATION

WIC: Local Agency Nutrition Services

3.1 The Contractor shall process all WIC applications within the timeframes set forth in 7 CFR 246.7(b)(5) and 246.7(f)(2), as defined in WOM policy 8.1.110.

3.2 The Contractor shall provide services to all WIC applicants based on the participant priority system defined in WOM policies 8.1.080 and 8.1.220.

3.3 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.

3.4 The Contractor shall certify applicants for WIC in accordance with WOM policies 3.1.030, 8.1.060, 8.1.070, 8.1.080, 8.1.110, 8.1.130 and 8.1.170.

3.5 The Contractor shall update participant records in the Missouri WIC Information Network System (MOWINS) as necessary, including making changes, corrections, terminations, and reinstatements.

3.6 The Contractor shall ensure that appropriate measures are in place to ensure separation of duties and conflict of interest are avoided per WOM policy 8.1.030.

4. FOOD PACKAGE ISSUANCE

4.1 The Contractor shall issue food packages in compliance with WOM policies 2.3.010-2.3.130, 8.1.030 and 9.1.010-9.1.040.

5. FOOD DELIVERY/FOOD INSTRUMENT ACCOUNTABILITY AND CONTROL

5.1 The Contractor is responsible for maintaining food instrument accountability, issuance and security as outlined in WOM policies 8.1.080 and 9.1.010-9.1.040.

6. NUTRITION EDUCATION, BREASTFEEDING EDUCATION AND PROMOTION AND SUPPORT SERVICES

6.1.1 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, 7.1.030, 8.1.020 and 8.1.100.

7. CLINIC ENVIRONMENT, ACCESSIBILITY OF SERVICES AND CUSTOMER SERVICE

7.1 The Contractor shall ensure that clinic locations and hours are available in a way that minimizes applicants, participants or guardians time expenditures and travel distance in accordance with WOM policy 7.1.050.

WIC: Local Agency Nutrition Services

7.2 The Contractor shall establish and maintain an environment that supports and encourages women to initiate and continue breastfeeding as outlined in WOM policy 2.1.020.

7.3 The Contractor shall ensure accessibility of WIC services to any eligible person including migrant farm workers and their families, and homeless individuals per WOM policies 2.3.060 and 2.4.090.

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

7.4.1 Completing a Civil Rights Impact Analysis at least sixty (60) days prior to 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 Rights Impact Analysis Template - (WIC-34) located at https://health.mo.gov/living/families/wic/localagency/formspoliciesprocedures/ (Administrative Forms) in accordance with WOM policy 11.1.040.

7.4.2 Ensuring that continuity of WIC services is addressed in their local agency Emergency Response and Disaster Preparedness (ERDP) Plan pursuant to WOM policy 4.1.060.

7.5 The Contractor shall provide voter registration services and assure that services are made available in compliance with the National Voter Registration Act of 1993 and WOM policy 8.1.150.

7.6 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.

7.6.1 Outside signage shall be visible from the street.

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

7.7 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).

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

WIC: Local Agency Nutrition Services

7.9 The Contractor shall ensure WIC staff do not share individual user identification or passwords to the data systems in accordance to the sanctions guidelines set forth in WOM policy 3.1.040.

7.10 The Contractor shall ensure good customer service by:

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

7.10.2 Ensuring the Contractor has an adequate amount 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; and

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

7.10.4 Providing applicants and participants 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.

8. CLINIC MANAGEMENT AND COORDINATION

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

8.2 A Contractor that is a public or private health service agency with a referring health care provider on staff, an agency with no health care provider on staff that must refer to an outside health care provider and an agency providing hospital certifications shall have a written agreement in place with a health agency that provides those services.

8.2.1 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.

8.2.2 WIC funds shall not be used to reimburse the other health agency or private physician for pediatric and obstetric care services provided.

WIC: Local Agency Nutrition Services

9. ASSESSMENT, PLANNING AND EVALUATION

9.1 The Contractor shall, at least annually, assess the needs of its WIC participants and potential WIC participants using the MOWINS tool(s) 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).

9.2 The Contractor shall develop a LAP for WIC services. The Contractor shall monitor the progress of all initiatives and allocations in the LAP throughout the contract period to ensure compliance.

9.2.1 The Contractor shall submit the LAP to the Department by September 1 of the current contract period if the Contractor wishes to continue to provide WIC services for the following contract period.

a. The Contractor's failure to submit the LAP to the Department by the due date may cause delays of the Department's approval and issuance of a new contract and processing of monthly invoices.

9.2.2 The Contractor shall identify their goals, objectives and strategies in the LAP.

9.2.3 The Contractor shall have a written plan for outreach that emphasizes increased participation appropriate to the local area and population per 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:

a. An active outreach referral network with agencies or organizations that serve similar populations that are potentially eligible; and

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

9.4 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 local participants, such as change in clinic hours, closing of a satellite office, etc., as defined in WOM policy 11.1.020.

10. STAFFING

WIC: Local Agency Nutrition Services

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

10.2 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:

10.2.1 A WIC Coordinator who is responsible for coordinating and ensuring that the local agency's WIC 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);

10.2.2 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);

10.2.3 A Breastfeeding Coordinator who has 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);

10.2.4 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(d);

10.2.5 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 policy 1.1.010, 7 CFR 246.3(e)(5) and 246.12(r)(3);

10.2.6 A Competent Professional Authority (CPA) who is responsible for obtaining and entering participant certification data into MOWINS, 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

10.2.7 A National Voter Registration Act (NVRA) Liaison who is responsible for training new employees, periodically observing clinic staff to ensure the requirements of NVRA are understood and met and ensures an adequate supply of registration applications are available at all clinic sites as defined in WOM policy 8.1.150, 7 CFR 246.3(f) and 246.6(b).

10.3 The Contractor may employ a WIC certifier, registered dietitian, health professional assistant and administrative or clerical staff to assist with the WIC certification process per WOM policy 2.4.060, 2.4.070 and 4.1.020.

11. TRAINING AND TECHNICAL ASSISTANCE

WIC: Local Agency Nutrition Services

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

11.1.1 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.

11.2 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.

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

12. REPORTS

12.1 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment D, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve (12) months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve (12) months, the Contractor shall submit this report annually and at the time the final invoice is due.

12.2 The Department MOWINS Help Desk staff will send monthly emails to all local agency WIC Coordinators requesting a Crystal Report of the employees who have access to their agency site be run and reviewed. Any user who has not accessed MOWINS, WIC Direct or the MO Secure File Transfer Server in the last thirty (30) days will have their user IDs deactivated. Department staff will review all current system roles and permissions assigned and make appropriate changes.

12.3 Users shall not share their user IDs or passwords, as this will result in a breach of security. The Contractor shall perform verification and updates and report any and all security breaches immediately to the MOWINS Program Security Officer.

13. BUDGET AND ALLOWABLE COSTS

13.1 The Department will reimburse the Contractor for necessary and allowable costs incurred specifically during the contract period for the proper and efficient performance of the contract consistent with WOM policies 5.1.010-5.1.170.

WIC: Local Agency Nutrition Services

13.1.1 To provide WIC services, the Contractor shall submit a budget through the LAP application process to obtain the Department's written approval per WOM policy 4.1.050. The Department shall not reimburse the Contractor for any costs incurred prior to 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.

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

13.1.3 The Contractor shall use the funds for only the activities and materials as budgeted and approved by the Department, per 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 online Budget Adjustment form and obtain approval prior to expending funds.

13.2 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 for each local agency.

13.2.1 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, per WOM policy 10.1.010.

13.2.2 The contract amount for core WIC services and any special project funding is based on 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.

13.3 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.

13.4 The Contractor shall maintain a complete, accurate, documented and current accounting of all contract funds received and expended. 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.

13.5 The Contractor shall document and report when non-WIC funds are used to meet the requirements of this contract or to provide services. Any non-WIC funds used for

allowable expenses shall be included in the LAP budget and reported in the monthly billing as In-kind.

13.6 Indirect costs

13.6.1 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, as defined in 2 CFR § 200.1.

13.6.2 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 10% of the modified total direct costs as defined in 2 CFR § 200.1.

a. 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 $25,000 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 $25,000. 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.

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

13.6.4 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.

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

13.8 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.

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

13.8.2 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.

13.9 The Contractor shall follow competitive procurement practices.

14. INVOICING AND PAYMENT

14.1 If the Contractor has not already submitted a properly completed Vendor Input/Automated Clearing House Electronic Funds Transfer (ACH-EFT) Application, the Contractor shall complete and submit this Application. The Department will make payments electronically to the Contractor's bank account. The Department may delay payment until the Vendor Input/ACH-EFT Application is received from the Contractor and validated by the Department.

14.1.1 A copy of the Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at: https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx.

14.1.2 The Contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.

14.2 The Contractor shall submit invoices monthly via the online WIC invoicing application per WOM policy 5.1.010. The Contractor shall perform the services prior to invoicing the Department.

14.2.1 An exception to this requirement is the June invoice. 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.

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

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

14.4 The Contractor shall submit the final invoice no later than December 6, 2024. The Department shall have no obligation to pay any invoice submitted after the due date.

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

14.6 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.

14.7 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.

14.8 The Contractor shall repay any overpayment made by the Department. The Department will provide the repayment instructions to the Contractor.

14.9 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.

14.10 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

15. AMENDMENTS

15.1 Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

16. MONITORING

16.1 The Department shall conduct on-site monitoring visits with the Contractor during the contract period to ensure financial and contractual compliance.

16.2 The Department reserves the right to assess local agency 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 local agency. These assessments may be completed by the Department or a subcontractor to observe and evaluate the quality of the Contractor's customer service.

16.3 The Contractor agrees to on-site and remote monitoring from the Department to assess contract compliance.

WIC: Local Agency Nutrition Services

16.4 The Contractor shall prepare a local agency Corrective Action Plan (CAP) and document progress updates and verifications of corrective actions taken pursuant to WOM policy 10.1.030.

16.5 The Contractor shall comply with a request from the Department to schedule a technical assistance (TA) onsite visit within the timeframe requested by the Department. A minimum of one scheduled TA visit will be conducted during a contract period in which the local agency is not being monitored.

16.6 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.

16.7 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.

16.8 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.

16.9 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).

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

16.11 The Contractor shall be responsible for the monitoring of any subcontractors for compliance with contract guidelines.

WIC: Local Agency Nutrition Services

17. DOCUMENT RETENTION

17.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, in accordance with WOM 10.1.070, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.

17.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.

17.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

17.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period and the contractor shall retain documents as directed by the Department.

17.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

18. CONFIDENTIALITY

18.1 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.

18.2 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor creates as a result of contract activities. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, the patient/client, or the patient's/client's parent 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.

18.3 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 MOWINS Help Desk at 800-554-2544. This email address and phone number are monitored by Department staff and Department staff will inform the Office of Administration Information Technology Services Division (ITSD) team, per WOM policy 3.1.040. The Contractor shall work with Department staff and ITSD until a resolution is obtained.

19. LIABILITY

19.1 The Contractor shall understand and agree that the Department 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.

19.2 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. 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.

19.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. 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.

20. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS

20.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.

20.2 In accordance with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, 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 money unless it clearly states the following:

20.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and

20.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.

20.3 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.

21. EQUIPMENT/SOFTWARE

21.1 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, both 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.

21.1.1 Multi-user electric breast pumps loaned to participants; and

21.1.2 Items having a value of $500.00 and having a useful life of one year or more.

21.2 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.

21.2.1 If the Contractor's staff experiences issues while using a reimaged computer, the state ITSD will provide limited remote support within business hours and prioritized based on urgency of support. If the matter cannot be resolved remotely by state ITSD staff, the resolution shall be to revert to a Department imaged computer or the Contractor to resolve the issue independently at their own expense.

21.3 If the Contractor has its own information technology (I.T.) department, the Contractor shall enter the contact information into the LAP.

21.3.1 The Contractor's I.T. department shall be available to the 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.

21.3.2 Requests for the Contractor's I.T. support shall be fulfilled based on priorities, which are solely determined by the Department by urgency and level of impact.

Status Definitions with Initial Response Times. Incidents reported to ITSD will be attempted to be handled, when possible, within the respective time frames listed below.

a. 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.

b. High-Within two (2) business hours: Loss of a major job duty. Example: email is not working, not connected to internet, inability to print.

c. Medium-Within four (4) business hours: There is a problem to be solved, but the Contractor is still functional and has other options available. Example: desktop printer is not working, but the Contractor has access to other printers.

d. Normal-Within eight (8) business hours: General requests that are not time sensitive. Example: user needs help but will not be available until a few days later.

21.4 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 to WOM policy 3.1.010.

WIC: Local Agency Nutrition Services

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

21.4.2 The Contractor shall notify the Department if the Contractor has any faulty or damaged equipment in accordance with WOM policy 3.1.010.

21.5 The Contractor shall ensure extended administrative privileges to Department staff to access all computers and devices purchased with WIC funds, or purchased by the Department and on loan to the Contractor, to be able to install software necessary to conduct WIC business. The administrative privileges shall include a designated local profile with administrative rights for state ITSD staff on all WIC computers. This will enable Department and state ITSD staff to repair and maintain WIC computers without delay.

21.5.1 Computers and devices purchased through other funding sources for WIC operations shall be maintained by the Contractor who purchased them. The Department will not pay for any maintenance cost associated with the computers and devices.

a. The Contractor can install MOWINS on their non-state WIC computers and devices as long as the Contractor understands the state ITSD cannot support the computers and devices. State ITSD can provide instructions on how to install the MOWINS client and can provide limited remote support for an application issue. Those issues will need to be discussed with the state ITSD help desk.

b. If the Contractor no longer requires MOWINS on their non-state WIC computers and devices, the Contractor shall contact the state ITSD in order to properly archive or dispose of any official electronic stored records.

21.5.2 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-issued computers shall follow update guidance as directed by the Department. Contractors with non-Department issued computers shall update the anti-virus and anti-spyware software immediately as updates become available for the software used for network security.

21.6 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 compliance is complete.

21.7 The Contractor shall use information technology only for authorized WIC services.

21.8 The Contractor may install MOWINS on tablets purchased with WIC funds; however, state ITSD cannot support the tablets.

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

22. COMMUNICATIONS AND RECORD-KEEPING

22.1 The Department will notify the Contractor when the WOM is updated. The updates shall be shared as soon as possible, but no later than 48 hours, by the Contractor with all WIC staff. The Contractor is responsible for ensuring all WIC staff use current policies and guidance.

22.2 The Contractor shall be responsible for ensuring that its entire WIC staff receives information sent from the Department regarding WIC. The Contractor may obtain such information electronically via email or online, available on the Department web site at https://health.mo.gov/living/families/wic-portal/updates/ or via hard copy by mail. The Department may require the Contractor to provide written acknowledgement for receipt of policy changes and commodity deliveries. The Department will notify the Contractor when written acknowledgement of receipt is required.

22.3 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 unsecure email addresses to transmit confidential information.

22.4 The Contractor shall collect and report racial and ethnic data with regard to applicants, participants and potentially eligible populations through the electronic data system provided by the Department, per WOM policy 11.1.020.

23. AUTHORIZED PERSONNEL

23.1 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.

23.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that

the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

23.3 Affidavit of Work Authorization and Documentation: 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), 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, as attached hereto and is incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

23.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain 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 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, prior to the performance of any services as a business entity under the contract:

23.4.1 Enroll and participate 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 required herein; AND

23.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND

23.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

23.5 In accordance with subsection 2 of section 285.530 RSMo, the Contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

24. ANTI-DISCRIMINATION AGAINST ISRAEL ACT CONTRACTOR REQUIREMENTS

24.1 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.

24.2 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the contract, then the Contractor shall submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.

24.3 If during the life of the contract, the Contractor's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the Contractor shall comply with, complete, and submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.

24.4 Regardless of company status or number of employees, the Contractor is requested to complete and submit the applicable portion of Exhibit 2 - Anti-Discrimination Against Israel Act Certification as attached hereto and incorporated by reference as if fully set forth herein. 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 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. The applicable portion of the exhibit must be submitted prior to an award of a contract.

25. TERMINATION

WIC: Local Agency Nutrition Services

25.1 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:

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

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

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

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

25.1.5 A material change of the parties to the contract occurs; or

25.1.6 By request of the Contractor.

25.2 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.

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

25.2.2 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.

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

25.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

WIC: Local Agency Nutrition Services

26. SUBCONTRACTING

26.1 Any subaward and/or subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the arrangement prior to finalization. The Contractor shall ensure that the Department 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 subaward and/or subcontract in those matters described herein. The Contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subaward and/or subcontract rests solely with the Contractor; and the Contractor shall ensure and maintain documentation that any and all subawardees and/or subcontractors comply with all requirements of this contract. The Contractor agrees and understands that utilization of a subawardee and/or subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.

26.2 Pursuant to subsection 1 of section 285.530, RSMo, no Contractor, subawardee, and/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, subawardee, and/or subcontractor of any tier shall not be liable when such Contractor, subawardee, and/or subcontractor contracts with its direct subawardee and/or subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and the subawardee and/or subcontractor affirmatively states that:

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

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

26.3 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.

WIC: Local Agency Nutrition Services

26.4 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.

CERTIFICATIONS AND SPECIAL PROVISIONS

1. GENERAL

1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.

2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.

2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:

2.3.1 Checking the System of Award Management (SAM) https://www.sam.gov; or

2.3.2 Collecting a certification from that person; or

2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

3.1 The Contractor certifies 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.

3.2 The Contractor certifies that no funds under this 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 this 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.

3.3 The Contractor certifies that no funds under this 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.

3.4 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.

3.5 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.

3.6 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.

3.7 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 and not more than $100,000 for each such failure.

CERTIFICATIONS AND SPECIAL PROVISIONS

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

4.1 The Contractor certifies it 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 is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. 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
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

5.1 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. 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. 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 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

5.2 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.

5.3 The Contractor agrees that it will require that 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. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to $1,000 per day.

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

6.1 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:

6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which 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 which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));

6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;

6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;

6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;

6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;

6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);

6.1.9 Missouri Governor's E.O. #10-24; and

6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

7.1 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.

7.2 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.

7.3 The Contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

8.1 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.*).

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.

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 The Contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year. 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.
http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf

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.

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.

SUBRECIPIENT SPECIAL CONDITIONS

1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations 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 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.

1.10 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.

1.11 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.

SUBRECIPIENT SPECIAL CONDITIONS

1.12 Equipment

1.12.1 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 $1,000. 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 $5,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than $5,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.

1.12.2 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.

Department of Health and Senior Services
Local Agency Nutrition Services

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 E)*	$ 8,500.00
2.	WIC Breastfeeding Peer Counseling (Special BFPC Funding 2, Attachment E)*	$42,531.00
3.	Breastfeeding Friendly Incentive (Special Breastfeeding Funding 3)*	$26,000.00
4.	Program Enhancement (Special Funding 7)*	$ 0.00

*only for approved LAs

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

Subrecipient Annual Financial Report

1. Contractor Name and Complete Address			
2. Contract Number	3. Contract Period (MM/DD/YY)		4. Contractor Identifying Number (optional)
	From:	To:	
5. UEI Number	6. EIN	7. Report Type	
		☐Annual	☐Final

8. Transactions

Contract Expenditures:

8a. Total contract funds authorized:	
8b. Total expenditures:	
8c. Unspent balance of contract funds (line a minus b):	$0.00

Match Requirements (if required by the contract):

8d. Total match required:	
8e. Total match expenditures:	
8f. Remaining match to be provided (line d minus e):	$0.00

9. Remarks: Attach any explanations deemed necessary.

10. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

11a. Typed or Printed Name and Title of Authorized Certifying Official of the Contractor	11b. Telephone (Including Area Code)	11c. Email Address
11d. Signature of Authorized Certifying Official of the Contractor		11e. Date Report Submitted (MM/DD/YY)

MO 580-3091 (10-2022)

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 as defined in the Missouri WOM Policy 2.2.020.

1.2 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.

1.3 The Contractor shall schedule the peer counselor(s) so that at a minimum fifty percent (50%) of their total contacts are face-to-face interactions with participants, such as a clinic visit, home visit, or hospital visit.

1.4 The Contractor shall send the BFPC Program Coordinator or designated staff to the BFPC training sessions and meetings provided by the Department.

1.5 The Contractor shall conduct BFPC training sessions for its WIC staff and peer counselors as instructed by the Department.

1.6 The Contractor shall comply with all BFPC Policies defined in the Missouri WOM Policies 2.2.010 through 2.2.080.

1.7 The Contractor shall manage an electric breast pump loan program in compliance with the WIC Breast Pump Policy as defined in the Missouri 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 F, which is attached hereto and incorporated by reference as if fully set forth herein).

2.2 The Contractor shall directly pay peer counselors a stipend or wage as set forth in Attachment F and as defined in the Missouri WOM Policy 2.2.040.

2.3 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 (48%) of the allocated funds or at the end of the third quarter if less than seventy-three percent (73%) has been spent. The Contractor will be given thirty (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 and on the Department approved contact logs when working outside the clinic as defined in the Missouri WOM Policy 2.2.050.

4. Reports/Invoicing:

4.1. The Contractor shall enter expenditures on the specified area of the Online WIC Invoicing Application 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 Invoicing Application tab under Special Funds. Invoice Special Funding 1 Breastfeeding.

4.1.2 The Contractor shall enter expenditures for allowable items on the Online WIC Invoicing Application tab 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 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 10th of the following month, the Missouri WIC Breastfeeding Peer Counselor Activity Report as defined in the Missouri WOM Policy 2.2.050, and verify that it accurately reports the number of contacts made by the peer counselor(s).

5. Special Provisions:

5.1 All material developed with BFPC funds shall be the property of the Department.

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. The payment must be made directly to peer counselors. ▪ Providing gift certificates to peer counselors in place of salary is not allowed. ▪ 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 Breastfeeding Peer Counselor 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. The payment must be made directly to peer counselors. ▪ Providing gift certificates to peer counselors in place of salary is not allowed. ▪ Hours for providing peer counseling services, attending meetings and trainings. ▪ 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.
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.

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 http://www.uscis.gov/e-verify.
BOX C:	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing.

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 (other than stated in Box C), 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.

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 WIC Local Agency Nutrition Services (Contract Name) 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 of Health and Senior Services 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

(Complete the following 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: http://www.uscis.gov/e-verify; 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 Contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the Contractor's name and the MOU signature page completed and signed, at minimum, by the Contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the Contractor'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.

EXHIBIT 1, 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*

(Complete the following 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 or public university 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 Contractor's name and the MOU signature page completed and signed by the Contractor 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** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

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
E-Verify MOU Company ID Number	E-Mail Address
Business Entity Name	Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer	Date

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:

> **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.
>
> **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.

Certification: The Contractor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

BOX A:	To be completed by a 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.

EXHIBIT 2, 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 of Health and Senior Services 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 of Health and Senior Services 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

Revised 7/7/2023

STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

a. The contract shall be construed according to the laws of the State of Missouri (state). The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
b. 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 the state.
c. 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.
d. 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.
e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
f. The Contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
c. The Contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the Contractor's expense.
f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
c. The State of Missouri reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

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.

6. WARRANTY

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

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

8. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the Contractor, the state may cancel the contract. At its sole discretion, the state may give the Contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the Contractor must provide the state within 10 working days from notification a written plan detailing how the Contractor intends to cure the breach.
b. If the Contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
c. If the state cancels the contract for breach, the state 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 state deems appropriate and charge the Contractor for any additional costs incurred thereby.
d. 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, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

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 state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The Contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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, they shall have and maintain an affirmative action program which shall include:

a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
b. The identification of a person designated to handle affirmative action;
c. 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;
d. The exclusion of discrimination from all collective bargaining agreements; and
e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a Contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state 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.

12. AMERICANS WITH DISABILITIES ACT

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).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

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.

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 #	54432	**State:** 0%	$0.00	**Federal:** 100%	$703,891.00
Contract Title:	WIC LOCAL AGENCY NUTRITION SERVICES				
Contract Start:	10/1/2023	**Contract End:** 9/30/2024	**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:	3MO700804-2023				
Federal Award Name:	WOMEN INFANTS & CHILDREN; WIC BREASTFDNG PEER CO				
Federal Award Year:	2023	**DHSS #:**	24BRSTFEDWIC-FOA	**Federal Obligation:**	$42,531.00

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:	2024	**DHSS #:**	24WIC-FOA	**Federal Obligation:**	$661,360.00

*** The Department will provide this information when it becomes available.**

Project Description:

Fiscal Year 2024 contracts with Women Infant & Children local agencies in Missouri to provide Women Infant & Children and Nutrition Services to participants. Amounts below are estimates only at this time.