

NOTICE OF OPEN MEETING

Posted 5:00 P.M. on Monday, June 5, 2023 (posted outside the Council Chambers door and inside the main entrance at City Hall and the Water Department)

Notice is hereby given that the Neosho City Council will meet in regular session on TUESDAY, JUNE 6, 2023 at 7:00 p.m., in the Council Chambers at City Hall 203 East Main Street, Neosho, Missouri.

AMENDED - AGENDA REGULAR SESSION NEOSHO CITY COUNCIL

The agenda of this meeting includes:

OPENING PRAYER & PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

CONSENT AGENDA

1. May 16, 2023 Open Session Council Minutes
2. Bill No. 2023-142: Amending Section 235.055 Requirements of Cremation Burial
3. Bill No. 2023-143 Blevins Asphalt Construction Company Inc. Agreement

UNFINISHED BUSINESS

1. **Public Hearing for Bill No. 2023-144**
2. Bill No. 2023-144: Special Use Permit 613 S College St.
3. Bill No. 2023-145: Ozark Fiber Lease

VISITOR'S BUSINESS

BIDS

1. Engine 8 Valve Replacement
2. Opening and Closing of Burials at the IOOF Cemetery

NEW BUSINESS

1. Bill No. 2023-141: MOU for Thomas Hart Benton Commemorative Mural
2. Bill No. 2023-146: Region M SWMD grant funding for Neosho Regional Recycling Center 2023
3. Bill No. 2023-147: Missouri State Highway Patrol MOU for use of the Auditorium.
4. Bill No. 2023-148: Agreement with Insurance Benefit Consultants for Consulting Services
5. Bill No. 2023-149: Amending Chapter 215 Offenses and Miscellaneous Provisions, Adult Use Marijuana

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6. Bill No: 2023-150: Additional Tax for Adult Use Marijuana
7. Bill No: 2023-151: Additional Sales Tax for Capital Improvements
8. Bill No. 2023-152: Ozark Fiber Agreement
9. Bill No. 2023-153: Agreement with Benny's Lawn & Landscaping for Neosho IOOF Cemetery
10. Bill No. 2023-154: MOU with HSTCC and City of Neosho for USDA Grant
11. Request to Apply for Composting and Food Waste Reduction Grant
12. MIRMA Invoice July 1, 2023 to June 30, 2023
13. First Community Bank - Business Platform for Online Banking
14. Irrevocable Consent 12880 Kalmia Lane
15. MODOT MINI Grant Request
16. Water and Sewer Rate Discussion
17. July 4th, 2023 Council Meeting

APPOINTMENTS AND VACANCIES

1. Board of Adjustments
Letter of Interest from Sam Major
2. Events Board
Letter of Interest from Cathleen Bailey
Letter of Interest from Greg Franklin
3. Planning and Zoning Commission
Letter of Interest from Sam Major
4. Council Positions on the Boards
Airport Industrial Development Board
Board of Appeals
Enhanced Enterprise Zone Board
Events Board
Golf Course Board
Historic District Commission
IOOF Cemetery Board
Parks and Recreation Board
Planning and Zoning Commission
Senior Citizen Committee
Traffic Commission

REPORT OF CITY OFFICERS

Representatives of the news media may obtain copies of this notice by contacting Cheyenne Wright, City Clerk, 203 E. Main, Neosho, Missouri (417-451-8050). Meeting agenda posted in the Water Department located at 203 East Main Street, Neosho, MO and outside the City Council Chambers entrance also located at 203 East Main Street, Neosho, MO.

June 6, 2023 City Council Meeting

1. Finance - Republic Services Increase
2. Nuisance Discussion

CLOSED SESSION

1. Section 610.021 (1) RSMo,...Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between public governmental body or its representatives and its attorneys.
2. Section 610.021 (2) RSMo...Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration, therefore.

ADJOURN

MINUTES
NEOSHO CITY COUNCIL
May 16, 2023 - 7:00 PM
Neosho Council Chambers
203 E. Main St., Neosho, MO

OPENING PRAYER & PLEDGE OF ALLEGIANCE

Mark Taylor prayed over the meeting and Mayor Davidson led the pledge of allegiance.

CALL TO ORDER

Mayor Davidson opened the meeting at 7 p.m.

ROLL CALL

COUNCIL PRESENT:

Carl Cobb, Angela Thomas, Tom Workman, Richard Davidson, Ashton Robinson, Julie Humphrey

COUNCIL ABSENT:

Charles Collinsworth was absent.

CITY OFFICERS PRESENT:

David Kennedy, City Manager; Jordan Paul, City Attorney; and Cheyenne Wright, City Clerk, minutes taken by clerk.

APPROVAL OF AGENDA

Mayor Davidson made a motion to Amend the Agenda to add a public hearing for Bill No. 2023-144 as number 3 under new business and remove Bill No. 2023-141 MOU for Neosho Arts Council-Thomas Hart Benton; Councilwoman Thomas seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Julie Humphrey, Richard Davidson, Ashton Robinson, Tom Workman

No: None

Abstain: None

CONSENT AGENDA

Councilman Workman made a motion to Approve the Consent Agenda to include the following:

May 2, 2023 Open Session Council Minutes

Bill No. 2023-137

Bill No. 2023-138

Bill No. 2023-139

Bill No. 2023-140

Councilman Cobb seconded.

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Roll call vote:

Yes: Carl Cobb, Angela Thomas, Julie Humphrey, Richard Davidson, Ashton Robinson, Tom Workman

No: None

Abstain: None

Passed.

UNFINISHED BUSINESS

Bill No 2023-133: Article I Amending Section 710.180 Water Rates

AN ORDINANCE amending Section 710.180 “Water Rates – Generally – Classification of Consumers.”

Attorney Paul read Bill No. 2023-133 in title only.

Councilman Cobb made a motion to Approve and discuss Bill No. 2023-133; Councilman Workman seconded.

City Manager Kennedy explained that the ordinance shows what the 25% reduction would look like. He explained the phases to Council and the possibilities of not completing phase 4 with this reduction or pushing the projects back another five or ten years due to the decrease of 25%. This would either reduce the amount of mains replaced or remove two water towers at Crowder. This would affect the industrial parts of the city by not getting in the new water towers.

Mayor Davidson explained to the council the two options before the council tonight. Presently on the floor for discussion is the water and sewer rates at the increase in full as originally presented to council. Council also requested to see the rates at the reduction of 25% from what was presented.

Discussion amongst the Council and staff.

Mayor Davidson made a motion to Amend Bill No. 2023-133 with the 75% amount as reflected in the attached Bill; Councilwoman Robinson seconded.

Discussion was held amongst the Council.

Roll call vote for the amended Bill No. 2023-133 at a 25% reduction:

Yes: Richard Davidson, Ashton Robinson, Tom Workman

No: Carl Cobb, Angela Thomas, Julie Humphrey

Abstain: None

Failed.

Roll call vote for the full 100% increase:

Yes: Carl Cobb, Angela Thomas, Julie Humphrey

No: Richard Davidson, Ashton Robinson, Tom Workman

Abstain: None

Failed.

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Bill No. 2023-134: Article VI Sewer Service Charges Amending Section 705.450

AN ORDINANCE amending Section 705.450 “Classification of Users – Monthly Service Charges.”

Attorney Paul read Bill No. 2023-134 in title only.

Mayor Davidson made a motion to Approve and Discuss Bill No. 2023-134; Councilman Workman seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Julie Humphrey

No: Richard Davidson, Ashton Robinson, Tom Workman

Abstain: None

Failed.

CORRESPONDENCE

Letter of Thanks from Neosho Arts Council

City Clerk Wright read the letter from the Neosho Arts Council in its entirety.

VISITOR’S BUSINESS

Mark Taylor thanked the City for their use of the Municipal Auditorium for Monday prayer on the square.

BIDS

Golf Course Top Dresser Equipment

Golf Course Manager Farris addressed the city council stating that the purpose of this agenda item is to request approval of the bid for the top dresser equipment from VanWall Equipment in the amount of \$27,879.20. There were three bids sent out and one was received back. This is a used piece of equipment.

Councilwoman Robinson made a motion to Approve the bid from VanWall Equipment in the amount of \$27,879.20; Councilman Cobb seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Julie Humphrey, Richard Davidson, Ashton Robinson, Tom Workman

No: None

Abstain: None

Passed.

2023 Overlay and Asphalt Milling Project

Public Works Director Siler addressed the City Council stating that the purpose of this item is for asphalt and overlay for this year. This project is for the resurfacing of approximately 3.4 miles of City streets, 2 alleys, a new parking lot in Morse Park, a large parking area at Parks Dept., and nearly ¾ of a mile of cemetery roads with new asphalt. We sent out three bid packets and received three bids.

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APAC Central, Streets Overlay and milling: \$495,102.70, Cemetery Overlay and milling: \$13,675.00, Mobilization \$6,390.00. Total bid without optional Werneke Dr. \$515,677.70

Emery Sapp & Sons: Streets Overlay and milling: \$531,100.75, Cemetery Overlay and milling: \$11,050.00, Mobilization \$19,500.00. Total bid without optional Werneke Dr. \$561,650.75

Blevins Asphalt: Streets Overlay and milling: \$475,953.80, Cemetery Overlay: \$10,960.00, Mobilization \$7,850.00. Total bid without optional Werneke Dr. \$494,763.80

Staff recommends the approval of the Blevins Asphalt bid. The cemetery budgeted \$50,000 for overlays. We used the unit bid amount of \$109.60 per ton to add 243 more tons of asphalt to do the remaining roads. There were two parking lots added by the Parks Dept. for the same unit bid for the cemetery. The total project cost is \$550,524.75

Councilwoman Robinson made a motion to Approve the bid from Blevins Asphalt in the amount of \$550,524.75; Councilwoman Thomas seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Julie Humphrey, Richard Davidson, Ashton Robinson, Tom Workman

No: None

Abstain: None

Passed.

Health Insurance Broker

Human Resources Director Muhic addressed the city council stating that the purpose of this agenda item is to accept an insurance broker for employee health insurance. There were multiple bids sent out and five were received back.

Bukaty Companies- Received 4/20/23 @ 10:45am

Medical Insurance: \$18/PEPM or match current level for the rates.

Ancillary Benefits: Standard commission schedule for the remaining policies.

Specialty Risk- Received 4/21/23 @ 3:27pm

3% carrier commission with a cap of \$20,000 for all plan administration.

Connell Insurance- Received 4/25/23 @ 9:36am

2 options:

PEPM: Standard commission. Commission can be negotiable but range from 4-5% on medical and 10% on ancillary products.

Mixed: combination of fees and commissions. For core products, a PEPM applies. For ancillary products (dental, life, disability, vol. products), compensation is by commission of approximately 10%, depending on the products offered.

HIC Agency- Received 4/27/23 @ 8:31am

Medical Insurance: \$30/PEPM.

Ancillary Benefits: 10%.

Insurance Benefits Consultants- Received 4/27/23 @11:31am

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Medical Insurance: \$16/PEPM.

Ancillary Benefits: Standard carrier commissions.

Insurance Benefit Consultants bid came in the lowest at \$16/PEPM for medical insurance and 10% for ancillary benefits. Staff recommends approving the bid from IBC.

Councilwoman Thomas made a motion to Approve Insurance Benefits Consultants as the broker for city insurance; Councilman Cobb seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Julie Humphrey, Richard Davidson, Ashton Robinson, Tom Workman

No: None

Abstain: None

Passed.

NEW BUSINESS

Bill No. 2023-142: Amending Section 235.055 Requirements of Cremation Burial

AN ORDINANCE amending Section 235.055 “Requirements Of Cremation Burials.”

Attorney Paul read Bill No. 2023-142 in title only.

Councilwoman Robinson made a motion to Approve and Discuss Bill No. 2023-142 Amending Section 235.055; Councilwoman Humphrey seconded.

City Clerk Wright addressed the council stating that the purpose of this agenda item is to request council to amend the requirements of a cremation burial at the Neosho IOOF Cemetery. This amendment would remove the option to allow a cremation to be buried on top of a traditional burial. It would still allow a plot to be used for two cremation burials. However, since the city took over the cemetery at the end of 2019, there have been issues staff have run into when placing a cremation on top of a traditional burial. There are times where there is enough room to bury the cremations and sometimes the traditional burial is not deep enough to allow it. When speaking with other cemeteries, the majority do not allow a cremation to be buried on top of a traditional burial.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Julie Humphrey, Richard Davidson, Ashton Robinson, Tom Workman

No: None

Abstain: None

Passed.

Bill No. 2023-143 Blevins Asphalt Construction Company Inc. Agreement

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for Construction Services with Blevins Asphalt Construction Company, Inc., a Missouri Corporation, for the purpose of asphalt milling and overlay for the not to exceed price of Five Hundred Fifty Thousand Five Hundred Twenty-Four and 75/100 (\$550,524.75); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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Attorney Paul read Bill No. 2023-143 in title only.

Councilwoman Robinson made a motion to Approve and Discuss Bill No. 2023-143 Blevins Asphalt Construction Company Inc. Agreement; Councilwoman Humphrey seconded.

Public Works Director Siler addressed the council stating that the purpose for this agenda item is to request the council's approval of the agreement with Blevin's Asphalt to complete the resurfacing and milling on approximately four miles of city streets in the amount of \$550,524.75.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Julie Humphrey, Richard Davidson, Ashton Robinson, Tom Workman

No: None

Abstain: None

Passed.

Public Hearing for Bill No. 2023-144

Mayor Davidson opened the Public Hearing for Bill No. 2023-144 at 7:30 p.m.

Mr. Quigley 218 W. Grant and 220 W. Grant - he does not see proper parking available and would not like to see billboards and signs on the property. This is not desirable for a residential area.

Mr. Nally 622 South Jefferson - he feels the traffic will be an issue. There are already signs out advertising for this business without it even being approved. They have secretly been doing this for a while.

Mayor Davidson closed the public hearing at 7:34 p.m.

Bill No. 2023-144: Special Use Permit 613 S College St.

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, GRANTING A SPECIAL USE PERMIT TO MARIE ROBERTSON TO OPERATE A DAY SPA AT 613 S. COLLEGE ST., NEOSHO, MISSOURI.

Attorney Paul read Bill No. 2023-144 in title only.

Councilwoman Humphrey made a motion to Approve and Discuss Bill No. 2023-144 Special Use Permit for 613 S. College Street; Councilman Workman seconded.

Development Services Director Leavens addressed the council stating that the request for this special use permit is for an in-home day spa. The business would only receive clients by appointment only and has offstreet parking sufficient to handle its business volume. There was no opposition at the May 9, 2023 Planning and Zoning hearing for the special use permit and two neighbors were present to support the business owner. The Planning and Zoning Commission voted to approve this request.

Discussion followed with council and staff.

Council requested for staff to check that the business owner has a state license and is following the guidelines of the state, such as a separate bathroom for owner and client and also a separate entrance for the business. Council also requested staff to check the parking issues and that the owner understands the city code

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regarding signage in a residential area.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Julie Humphrey, Richard Davidson, Ashton Robinson, Tom Workman

No: None

Abstain: None

Passed.

Bill No. 2023-145: Ozark Fiber Lease

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Ozark Fiber, LLC, a Missouri Limited Liability Company, for the purpose of leasing certain land in the area of Village Road and Village Circle, Neosho, Missouri; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Paul read Bill No. 2023-145 in title only.

Councilman Cobb made a motion to Approve and Discuss Bill No. 2023-145 Ozark Fiber Lease Agreement; Councilwoman Robinson seconded.

Development Services Director Leavens addressed the city council regarding the Ozark Fiber Lease request. This request is for Ozark Fiber to lease a piece of land from the city off of Village Road right behind the old Tru Value Hardware store.

City Manager Kennedy addressed the council stating that the company would eventually like to own this piece of property. This company plans to invest infrastructure in this property.

Mayor Davidson stated he would like to see this piece of property sold and not leased.

Jason Ross - President addressed the city council stating that he would like to thank the council for entertaining their request for this piece of land. The company would be more interested in buying instead of leasing. Mr. Ross stated that the company would like to wait to buy instead of a lease.

Mayor Davidson made a motion to postpone this agenda item till the June 6, 2023 Council Meeting; Councilwoman Thomas seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Julie Humphrey, Richard Davidson, Ashton Robinson, Tom Workman

No: None

Abstain: None

Passed.

Resolution Bill No. 2023-04: Support for HRM Services, LLC. Construction of Affordable Senior Housing

A RESOLUTION OF THE CITY OF NEOSHO, MISSOURI, SUPPORTING THE PROPOSED AFFORDABLE SENIOR HOUSING PRESENTED BY HRM SERVICES, LLC.

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Attorney Paul read Resolution Bill No. 2023-04 in title only.

Councilwoman Robinson made a motion to Approve and Discuss Resolution Bill No. 2023-04; Councilman Workman seconded.

Development Services Director Leavens addressed the city council stating that the city has been approached about HRM Services building affordable senior housing. This resolution is for support of this building of low-income senior housing and for them to go out for a grant for this project.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Julie Humphrey, Richard Davidson, Ashton Robinson, Tom Workman

No: None

Abstain: None

Passed.

Amendment to Electric Service Agreement with Liberty Utilities

Public Works Director Siler addressed the City Council stating that there are two amendments to the Liberty Utility agreement. This is for the replacement of two non-working streetlights that are being replaced with LED. This will be a decrease to the agreement.

1345 Glenstone Drive monthly decrease of -\$1.79

Wall St. and Benham St. monthly decrease of -\$0.76

Councilwoman Thomas made a motion to Approve the amendments to the Liberty Utility Agreement; Councilman Cobb seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Julie Humphrey, Richard Davidson, Ashton Robinson, Tom Workman

No: None

Abstain: None

Passed.

Stormwater Grant Authorized Signature Update

Development Services Director Leavens addressed the council stating that this form is to approve himself and City Manager Kennedy as signers on the 2019 CDBG grant. This would allow them to finalize this grant.

Councilwoman Robinson made a motion to Approve David Kennedy and Richard Leavens as signers on the 2019 CDBG Grant; Councilman Workman seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Julie Humphrey, Richard Davidson, Ashton Robinson, Tom Workman

No: None

Abstain: None

Passed.

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APPOINTMENTS AND VACANCIES

1. *Events Board Letter of Resignation for Lynn Otey*
2. *Events Board Letter of Resignation for Lori Schofield*

Councilman Cobb made a motion to Approve Resignations of Events Board; Councilwoman Thomas seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Julie Humphrey, Richard Davidson, Ashton Robinson, Tom Workman

No: None

Abstain: None

Passed.

3. *Letter of Interest from Greg Franklin for the Events Board*
4. *Letter of Interest from Cathleen Bailey for the Events Board*

Mayor Davidson stated that he would like to have staff put the vacancy of this board out to the public since these two positions just became available. This will give others a chance to put in their letter of interest for these new open positions. The council agreed.

5. *Letter of Interest from Aaron Lewis for the Planning and Zoning Commission*

Mayor Davidson made a motion to accept a letter of interest from Aaron Lewis ; Councilman Workman seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Julie Humphrey, Richard Davidson, Ashton Robinson, Tom Workman

No: None

Abstain: None

Passed.

REPORT OF CITY OFFICERS

Fire Chief Houk stated that the truck purchased in 2021 is almost ready and will be delivered around August 1st of this year. This is a new pump truck that was purchased.

Fire Chief Houk also introduced the new Deputy Chief, Derrick Williams.

City Manager stated that the pool is on schedule to open on Memorial Day weekend.

ADJOURN

There being no further business to come before the council, Mayor Davidson asked for a motion to adjourn. Councilman Cobb made a motion to Adjourn; Councilman Workman seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Julie Humphrey, Richard Davidson, Ashton Robinson, Tom Workman

No: None

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Abstain: None
Passed.

Mayor Davidson adjourned the May 16th, 2023 Council Meeting at 8:07 p.m.

APPROVED

ATTEST

NEOSHO CITY COUNCIL

Mayor

City Clerk

REQUESTED COUNCIL MEETING DATE: May 16, 2023

ITEM: Bill No. 2023-142: Amending Section 235.055 Requirements of Cremation Burial

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Bill No. 2023-142 Amend Sec 235.055 Requirements Of Cremation Burials

PURPOSE:

To request Council approval of amending Section 235.055 Requirements of Cremation Burial.

BACKGROUND:

During the time the city has acquired the cemetery, staff have come to the determination that cremation burials being placed on top of a traditional burial. While allowing this, there have been instances where there is not enough room once the grave has been opened to place the cremains. Staff would still like to allow two cremation burials on one plot.

RECOMMENDATION:

Staff recommends the approval of Bill No. 2023-142.

AN ORDINANCE amending Section 235.055 “Requirements Of Cremation Burials.”

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

Section 1. That Section 235.055 “Requirements Of Cremation Burials” is amended to read as follows:

“Section 235.055 Requirements Of Cremation Burials

There may be up to two (2) cremation burials in one (1) plot. **A cremation burial and a traditional burial may not occupy the same plot.** Any cremation burial must be contained within a vault. ~~[If a cremation burial is buried on top of a traditional burial, then the cremation vault must be no taller than eighteen (18) inches.]~~ All openings and closings will be handled by the City or its designee.”

Note: language which is **bold, underlined** has been added; language which is ~~[bracketed, stricken]~~ has been removed.

Section 2. That this ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2023, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

REQUESTED COUNCIL MEETING DATE: May 16, 2023

ITEM: Bill No. 2023-143 Blevins Asphalt Construction Company Inc. Agreement

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. Bill No. 2023-143 Blevins Asphalt Construction Company Inc. RE asphalt milling and overlay - 2023
 2. CON K w Blevins Asphalt Construction Company Inc. RE asphalt milling and overlay - 2023
-

PURPOSE:

Request council approval for the Mayor to sign the Overlay and Asphalt Milling Agreement with Blevins Asphalt Construction Company.

BACKGROUND:

This is the agreement with Blevins Asphalt Construction Company to complete resurfacing and milling on approximately 4 miles of City Streets where the Council approved the bid of \$550,524.75.

RECOMMENDATION:

City Staff recommends the council approve the agreement with Blevins Asphalt Construction Company for \$550,524.75 and authorize the Mayor to sign.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for Construction Services with Blevins Asphalt Construction Company, Inc., a Missouri Corporation, for the purpose of asphalt milling and overlay for the not to exceed price of Five Hundred Fifty Thousand Five Hundred Twenty-Four and 75/100 (\$550,524.75); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement for Construction Services by and between the City of Neosho, Missouri, and Blevins Asphalt Construction Company, Inc., a Missouri Corporation, for the purpose of asphalt milling and overlay for the not to exceed price of Five Hundred Fifty Thousand Five Hundred Twenty-Four and 75/100 (\$550,524.75), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

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

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2023, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

AGREEMENT
FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, hereinafter referred to as “the Effective Date,” by and between the City of Neosho, Missouri, a Missouri Municipal Corporation, hereinafter referred to as “City,” and Blevins Asphalt Construction Company, Inc., a Missouri Corporation, hereinafter referred to as “Contractor,” and with City and Contractor hereinafter referred to as “the Parties.”

WITNESSETH:

WHEREAS, City desires to engage a contractor for the purpose of performing asphalt milling and overlay, as described in City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Contractor desires to be engaged as City’s contractor for the purpose of performing asphalt milling and overlay, as described in Contractor’s Response to City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, City has selected Contractor as the lowest and best bidder based on full consideration of all factors, preferences, and conditions deemed applicable by City.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Manner and Time for Completion. Contractor agrees to furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform, and to perform said work at Contractor’s own expense in accordance with the Contract Documents and any applicable City ordinances and state and federal laws within ninety (90) calendar days from the date Contractor is ordered to proceed, which order shall be issued by the City Manager or his designee within thirty (30) days after the Effective Date of this Agreement.

2. Scope of Work. Contractor agrees to diligently perform in a professional and workmanlike manner the construction services described in City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit A, and in Contractor’s Response to City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit B. Specifically, Contractor agrees to construct asphalt and milling overlay as follows:

a. Streets Overlay. 4,761 tons of streets overlay (\$86.95 per unit), 13,866 linear feet of streets edge milling (\$3.40 per unit), 1,013 linear feet of transition milling (\$14.65 per unit), and mobilization.

b. Cemetery Overlay. 343 tons of cemetery overlay (\$109.60 per unit), 103 linear feet of cemetery transition milling (\$14.65 per unit), and mobilization.

c. Parking Lots Overlay. 252 tons of parking lots overlay (\$109.60 per unit) and mobilization.

3. Payment. City will pay Contractor as set forth herein, which shall constitute full and complete compensation for Contractor's work. City will pay Contractor Five Hundred Fifty Thousand Five Hundred Twenty-Four and 75/100 (\$550,524.75) – the full amount of this contract – within fifteen (15) days of Contractor's completion and City's acceptance of the work.

4. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

5. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of City.

6. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Contractor shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Contractor's reasonable attorney's fees and expenses.

7. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Newton County, Missouri.

8. Compliance with laws. Contractor shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

9. Consequential Damages. In no event shall City be liable to Contractor for special, indirect, or consequential damages.

10. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Proposal, and Contractor's Response to City's Request for Proposal. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between City's Request for Proposal and Contractor's Response to City's Request for Proposal, City's Request for Proposal will prevail.

11. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

12. Ethics. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide

employee working solely for Contractor, any fee, commission, gift, or contingent fee.

13. Guards and Lights. Contractor agrees that during the performance of said work, it will maintain proper guards for the prevention of accidents and put up and maintain suitable and sufficient lights.

14. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

15. Indemnification. To the fullest extent permitted by law, Contractor agrees to defend with counsel selected by City, and indemnify and hold harmless City, its officers, engineers, representatives, agents, and employees from and against any and all liabilities, damages, losses, claims, or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by City or others, arising from breach or enforcement of this Agreement or out of services and operations negligently performed hereunder by Contractor, or claims relating thereto, and including but not limited to City's reliance on or use of the services or products provided by Contractor under the terms of this agreement. Contractor shall not be liable for any loss or damage attributable solely to the negligence of City. To the extent required by law to enforce this provision, Contractor agrees that this indemnification requires Contractor to obtain insurance in amounts specified herein and that Contractor has had the opportunity to recover the costs of such insurance in the Payment set forth in this Agreement.

16. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Contractor is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Contractor is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws. Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities.

17. Insurance. Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types, including but not limited to Worker's Compensation Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance, and in such amounts as may be necessary to protect it against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement, 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/sovimunity.php>). The foregoing shall not be construed as a waiver of sovereign immunity.

18. Intellectual Property. Contractor shall provide City with copies of all documents

pertinent to the Scope of Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of Contractor created in performance of or relating to this Agreement. Contractor agrees to take all steps reasonably requested by City to evidence, maintain, and defend City's ownership rights in the Work Product.

19. Liquidated Damages. Time is of the essence of this Agreement. If Contractor shall neglect, fail, or refuse to complete its work by the date specified, then Contractor does hereby agree, as part of the consideration for the award of this Agreement, to pay to City, as liquidated damages and not as penalty, the sum of \$500.00 per day for each calendar day beyond the specified completion date the Contractor fails to complete the work. The Parties agree to this arrangement due to the impracticability and difficulty in ascertaining the true value of the damages the City will incur as a result of such delay, and said sum per day is agreed to be a reasonable estimate of the amount of such damages which City will sustain. The Parties further agree that such liquidated damages shall be deducted from any amounts owing to Contractor, and if such amounts owing are insufficient, the Contractor shall pay to City the amount of the difference.

20. Non-Appropriation. Intentionally omitted.

21. Non-Discrimination. Contractor agrees in the performance of this Agreement not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Contractor at the addresses as follows:

City of Neosho
ATTN: David Kennedy
203 E. Main St.
Neosho, MO 64850

Blevins Asphalt Construction Company, Inc.
ATTN: Derek E. Stokes
11837 Lawrence 1163
Mount Vernon, MO 65712

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

23. Payment for Labor and Materials. Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

24. Payment Bond. Contractor shall furnish a Payment Bond with surety approved by City and on forms approved by City in the amount of Five Hundred Fifty Thousand Five Hundred Twenty-Four and 75/100 (\$550,524.75) – the full amount of this contract – conditioned upon payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for

its faithful payment of labor and material suppliers, City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the payment of the work, Contractor shall, at its expense, within five (5) days after the receipt of notice from City to do so, furnish an additional bond, in such form and amount, and with such surety as shall be satisfactory to City. In such event no further payment to Contractor shall be deemed to be due under this contract until such new or additional security for the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to City. The corporate surety on any payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

25. Performance Bond. Contractor shall furnish a Performance Bond with surety approved by City and on forms approved by City in the amount of Five Hundred Fifty Thousand Five Hundred Twenty-Four and 75/100 (\$550,524.75) – the full amount of this contract – conditioned upon performance of the Scope of Work. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance of the Scope of Work, City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the work, Contractor shall, at its expense, within five (5) days after the receipt of notice from City to do so, furnish an additional bond, in such form and amount, and with such surety as shall be satisfactory to City. In such event no further payment to Contractor shall be deemed to be due under this contract until such new or additional security for the performance of the Scope of Work shall be furnished in a manner and form satisfactory to City. The corporate surety on any payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

26. Prevailing Wages. It is agreed that all labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the “prevailing hourly rate of wages” for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri.

27. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract.

28. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

29. Right to Proceed. In the event this contract is terminated, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in

completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

30. Safety Training. Contractor shall require all on-site employees to complete a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program provided by Contractor which includes a course in construction safety and health approved by OSHA or a similar program approved by MoDOLIR which is at least as stringent as an approved OSHA program, as required under Subsection 292.675.2 RSMo. All employees are required to complete the program within sixty days of beginning work under this Agreement. Contractor shall also require all subcontractors under Contractor to provide the ten-hour training program required under Subsection 292.675.2 RSMo. to such subcontractors' on-site employees. On-site employees who have previously completed such ten-hour training program must hold documentation of prior completion of the program.

31. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

32. Subcontractors. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as City may exercise over Contractor under any provisions of this Agreement. Nothing contained in this Agreement shall create any contractual relation between the subcontractor and City or between any subcontractors.

33. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

34. Termination. City reserves the right to terminate this contract by giving at least five (5) days prior written notice to Contractor, without prejudice to any other rights or remedies of City, should Contractor be adjudged bankrupt, or if Contractor should make a general

assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly fail or refuse to supply enough properly skilled workmen or proper material, or if Contractor should fail or refuse to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of City or fail to observe or perform any provisions of the contract. City may terminate this Agreement, without cause, by giving Contractor thirty (30) days' written notice of the same.

35. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

36. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

37. Warranty. In addition to any other warranties in this Agreement, Contractor warrants that work performed under this Agreement conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of 1 year from the date of final acceptance of the work. Contractor shall remedy at Contractor's expense any failure to conform or any defect. In addition, Contractor shall remedy at Contractor's expense any damage to City's real or personal property, when that damage is the result of: (1) Contractor's failure to conform to contract requirements; or (2) any defect of equipment, material, workmanship, or design furnished by Contractor. Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement. City will notify Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. If Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, City shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at Contractor's expense. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, Contractor shall: (1) obtain all warranties that would be given in normal commercial practice; (2) require all warranties to be executed, in writing, for the benefit of City, as directed by City; and (3) enforce all warranties for the benefit of City. This warranty shall not limit City's rights with respect to latent defects, gross mistakes, or fraud.

[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, the Parties have caused these presents to be executed in duplicate as of the day and year first above written.

CITY OF NEOSHO, MISSOURI

BLEVINS ASPHALT
CONSTRUCTION COMPANY, INC.

Richard Davidson, Mayor

Derek E. Stokes, President

ATTEST:

Cheyenne Wright, City Clerk

REQUESTED COUNCIL MEETING DATE: June 6, 2023

ITEM: Bill No. 2023-144: Special Use Permit 613 S College St.

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2023-144 Special Use Permit Marie Robertson 613 S College (original)
 2. Special Use Permit Marie Robertson 613 S College (amended)
 3. Beauty-barber shop license
 4. Esthetician license
 5. Instructor license
 6. 613 S. College St. Parking
 7. Parking near
 8. Parking mid
 9. Parking far
-

PURPOSE:

The purpose of this item is to gain city council approval for the mayor to sign the Special Use Permit for 613 S College for the purpose of a Day Spa for Marie Robertson.

BACKGROUND:

This item came to council at the previous council meeting and staff was requested to investigate the petitioner's licensing and parking situation. The petitioner has provided licensing documents and photos of the parking outside the home. Licensing documentation and photos of the alley and available parking have been attached.

RECOMMENDATION:

Staff recommends that the city council authorizes the mayor to sign the special Use Permit for 613 S. College St.

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, GRANTING A SPECIAL USE PERMIT TO MARIE ROBERTSON TO OPERATE A DAY SPA AT 613 S. COLLEGE ST., NEOSHO, MISSOURI.

WHEREAS, MARIE ROBERTSON DESIRES TO OPERATE A DAY SPA AT 613 S COLLEGE ST., NEOSHO, MISSOURI; AND

WHEREAS, 613 S. COLLEGE ST., NEOSHO, MISSOURI, IS ZONED R-2, SECOND DWELLING HOUSE DISTRICT, AND DOES NOT PERMIT THESE USES; AND

WHEREAS, MARIE ROBERTSON HAS REQUESTED A SPECIAL USE PERMIT FOR THESE USES; AND

WHEREAS, AFTER PROPER NOTICE, A PUBLIC HEARING WAS HELD BEFORE THE PLANNING AND ZONING COMMISSION OF THE CITY OF NEOSHO, MISSOURI, ON MAY 9, 2023 AT 6:00 PM. THERE WAS NO OBJECTION TO THE SPECIAL USE PERMIT. THE COMMISSION RECOMMENDED APPROVAL OF THE SPECIAL USE PERMIT; AND

WHEREAS, AFTER PROPER NOTICE, A PUBLIC HEARING WAS HELD BEFORE THE CITY COUNCIL OF THE CITY OF NEOSHO, MISSOURI, ON MAY 16, 2023, AT 7:00 PM. THERE WAS NO OBJECTION TO THE SPECIAL USE PERMIT.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI AS FOLLOWS:

SECTION 1: A Special Use Permit, authorizing the operation of a day spa business for the property located at 613 College St., Neosho, Missouri, is hereby granted in accordance with and subject to the provisions of the Neosho City Code and with the following conditions made a part thereof:

A. This Special Use Permit is issued to Marie Robertson to operate a day spa business at 613 S. College St., Neosho, Missouri. This Permit is not transferable.

B. This Permit shall be for a term of three (3) years, renewable in June 2026.

C. The Permittee agrees that it assumes all risk of, and responsibility for, and agrees to hold harmless the City of Neosho, its officers, employees, and agents from, any claims whatsoever for personal injury or property damage arising in connection with any activity conducted or undertaken under the terms of this Permit.

D. The Permittee agrees to comply with the Neosho City Code, as well as applicable federal and state laws.

E. The Permittee agrees to comply with any other conditions set by the City Council of Neosho.

Bill No.

Ordinance No.

SECTION 2: The violation of any condition set forth in this Ordinance shall be interpreted as a violation of the Neosho City Code. Conviction in Municipal Court for violation of any condition as set forth in this Ordinance shall cause the immediate termination of this Special Use Permit.

SECTION 3: The City Clerk is hereby ordered to file this Ordinance with the Zoning District Map maintained in her office and to note the changes herein provided for thereon.

SECTION 4: This Ordinance shall be in full force and effect fifteen (15) days after final passage and approval.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day
of _____, 2022, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, GRANTING A SPECIAL USE PERMIT TO MARIE ROBERTSON TO OPERATE A DAY SPA AT 613 S. COLLEGE ST., NEOSHO, MISSOURI.

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Special conditions:

1. No employees other than the permittee.
2. Only one customer at a time at the business.

Bill No.

Ordinance No.

3. Only one customer vehicle in the driveway at a time.

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PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2022, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

State of Missouri

Missouri Department of Commerce and Insurance
Division of Professional Registration

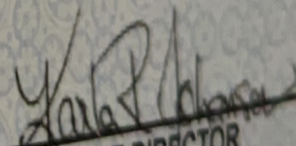
State Board of Cosmetology & Barber Examiners
Beauty & Barber Shop

Master

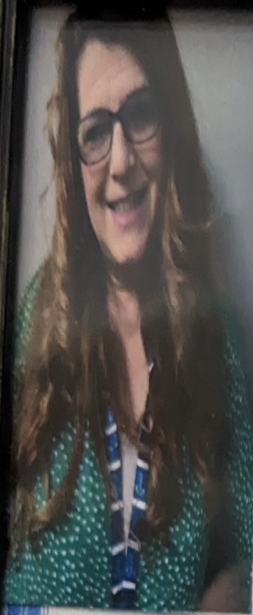


VALID THROUGH SEPTEMBER 30, 2023
ORIGINAL CERTIFICATE/LICENSE NO. 2015038531

SPA ANNALISE
ROBERTSON, MARIE
613 SOUTH COLLEGE ST
NEOSHO MO 64850
USA


EXECUTIVE DIRECTOR


DIVISION DIRECTOR



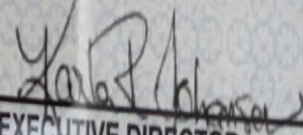
State of Missouri

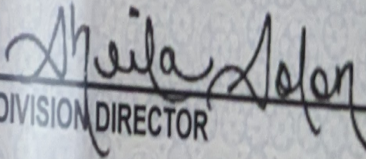
Missouri Department of Commerce and Insurance
Division of Professional Registration
State Board of Cosmetology & Barber Examiners
"Class E - Esthetician"



VALID THROUGH SEPTEMBER 30, 2023
ORIGINAL CERTIFICATE/LICENSE NO. 2006010887

MARIE A ROBERTSON


EXECUTIVE DIRECTOR


DIVISION DIRECTOR



Neosho, MO



Legend



1: 282



47.0 0 23.48 47.0 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

613 S. College St.
Special Use Permit







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B. This Permit shall be for a term of three (3) years, renewable in June 2026.

C. The Permittee agrees that it assumes all risk of, and responsibility for, and agrees to hold harmless the City of Neosho, its officers, employees, and agents from, any claims whatsoever for personal injury or property damage arising in connection with any activity conducted or undertaken under the terms of this Permit.

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Bill No.

Ordinance No.

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SECTION 3: The City Clerk is hereby ordered to file this Ordinance with the Zoning District Map maintained in her office and to note the changes herein provided for thereon.

SECTION 4: This Ordinance shall be in full force and effect fifteen (15) days after final passage and approval.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this _____ day of _____, 2022, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

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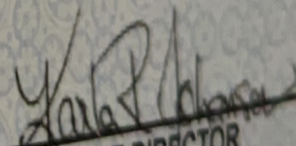
State Board of Cosmetology & Barber Examiners
Beauty & Barber Shop

Master

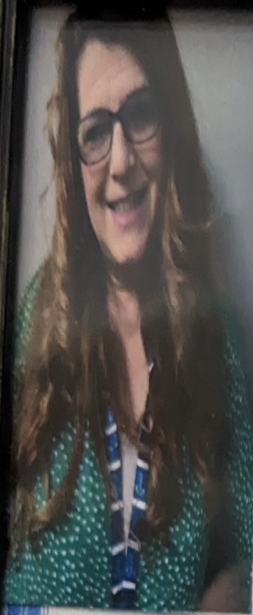


VALID THROUGH SEPTEMBER 30, 2023
ORIGINAL CERTIFICATE/LICENSE NO. 2015038531

SPA ANNALISE
ROBERTSON, MARIE
613 SOUTH COLLEGE ST
NEOSHO MO 64850
USA


EXECUTIVE DIRECTOR


DIVISION DIRECTOR



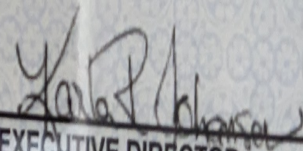
State of Missouri

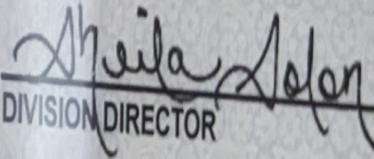
Missouri Department of Commerce and Insurance
Division of Professional Registration
State Board of Cosmetology & Barber Examiners
"Class E - Esthetician"



VALID THROUGH SEPTEMBER 30, 2023
ORIGINAL CERTIFICATE/LICENSE NO. 2006010887

MARIE A ROBERTSON


EXECUTIVE DIRECTOR


DIVISION DIRECTOR



Neosho, MO



Legend

Notes

613 S. College St.
Special Use Permit



1: 282



47.0 0 23.48 47.0 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION







REQUESTED COUNCIL MEETING DATE: May 16, 2023

ITEM: Bill No. 2023-145: Ozark Fiber Lease

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2023-145 Ozark Fiber RE fiber internet service lease
 2. Ozark Fiber Lease Agreement RE Village Lane and Village Circle
 3. Ozark Fiber lot 2
 4. Ozark Fiber lot 50'x80'
 5. Ozark Fiber lot and building size
-

PURPOSE:

The purpose of this item is to seek council approval to lease a 50' x 80' portion of city-owned property to Ozark Fiber.

BACKGROUND:

Ozark Fiber is a residential fiber optic internet provider that is interested in providing services in Neosho. Based on the location requirements, a city-owned property located at the east end of Village Road was identified as a good choice for the infrastructure building that would act as the system hub in Neosho. Ozark Fiber would install a twenty by twelve concrete building with a fenced area enclosing it.

RECOMMENDATION:

The staff recommends the city council authorize the mayor to sign the lease agreement with Ozark Fiber.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Ozark Fiber, LLC, a Missouri Limited Liability Company, for the purpose of leasing certain land in the area of Village Road and Village Circle, Neosho, Missouri; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

WHEREAS, the City of Neosho, Missouri, is the owner of certain land in the area of Village Road and Village Circle, Neosho, Missouri, Newton County Assessor Property Number 16-7.0-36-002-001-001.008; and

WHEREAS, Ozark Fiber, LLC, a Missouri Limited Liability Company, desires to lease a portion of said property for the purpose of offering fiber internet service to the Neosho area.

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

Section 1. That the Agreement by and between the City of Neosho, Missouri, and Ozark Fiber, LLC, a Missouri Limited Liability Company, for the purpose of leasing certain land in the area of Village Road and Village Circle, Neosho, Missouri, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

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

Section 3. That this ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2023, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

LEASE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, by and between the CITY OF NEOSHO, MISSOURI, a Missouri Municipal Corporation, hereinafter referred to as “Lessor”, and OZARK FIBER, LLC, a Missouri Limited Liability Company, hereinafter referred to as “Lessee”, and with Lessor and Lessee being referred to collectively as “the Parties.”

WHEREAS, Lessor is the owner of certain land in the area of Village Road and Village Circle, Neosho, Missouri, Newton County Assessor Property Number 16-7.0-36-002-001-001.008, and described on Exhibit A, attached hereto and incorporated by reference, hereinafter referred to as the “the Premises”; and

WHEREAS, Lessee desires to lease a 50’ x 80’ portion of the Premises, as depicted on Exhibit A, for the purpose of offering fiber internet service to the Neosho area.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Term. The original term of this Lease shall commence on June 6, 2023, hereinafter referred to as “the Effective Date.” The term of this Agreement shall be for five (5) years, from June 6, 2023, to June 5, 2028. This Agreement shall automatically renew for up to four (4) successive terms of five (5) years for a total of twenty-five (25) years under the same terms and conditions, unless terminated sooner pursuant to the terms of this Agreement.

2. Premises. Lessor leases to Lessee and Lessee leases from Lessor, a 50’ x 80’ portion of certain land in the area of Village Road and Village Circle, Neosho, Missouri, Newton County Assessor Property Number 16-7.0-36-002-001-001.008, described on Exhibit A, attached hereto and incorporated by reference, hereinafter referred to as “the Premises.”

3. Rent. Lessee shall pay to Lessor annual rent in the total sum of One Thousand and 00/100 Dollars (\$1,000.00). Annual rent shall increase at the same rate as the Consumer Price Index for All Urban Consumers (CPI-U) published by the Bureau of Labor Statistics. Annual rent shall be due on the Effective Date and annually on the same date thereafter.

4. Use of Premises by Lessee. Lessee is a Missouri Limited Liability Company and the Premises shall be used solely by Lessee and solely for the purposes described herein, unless written permission is given by an authorized representative of Lessor. Lessee shall use the Premises solely for the purposes of offering fiber internet service to the Neosho area. Any other use of the Premises is prohibited. Lessee shall not perform any acts or carry on any practices that may injure the Premises or be a nuisance or menace. If this Agreement is terminated, Lessee shall leave the Premises in the same condition as it was prior to the start of this Agreement, excepting its improvements as described herein. Lessee shall be responsible for securing the Premises. Lessor is not responsible for any loss suffered by Lessee.

5. Utilities. Lessee shall be solely responsible for all utilities, if any, including electric, gas, water, sewer, and trash.

5. Telecommunications. Lessee shall be solely responsible for all telecommunications, if any, including telephone, fax, cable, and internet service.

6. Fixtures and Alterations. Lessor and Lessee hereby agree that the Premises are Leased in an "AS IS" condition. If this Agreement is terminated, Lessee may remove its improvements as described herein so long as Lessee repairs any resulting damage. If Lessee fails or refuses to remove said improvements by the date of termination, they shall become and remain Lessor's property without any compensation of any kind paid to Lessee.

7. Condition of Leased Premises. Lessee shall at all times keep the Premises in a neat and orderly condition.

8. Right of Entry. Lessor or Lessor's agents shall have the right to enter the Premises at all reasonable times to examine the same.

9. Damage or Destruction of Leased Premises. In the event that the Premises are destroyed or damaged so as to be unfit for use by fire, storm, explosion, earthquake or other casualty, so as not to be capable of being economically rebuilt or restored, then this Lease shall be automatically terminated.

10. Default. In the event of any failure by Lessee to perform any of the terms, conditions, or covenants of this Lease to be observed or performed by Lessee for more than thirty (30) days after written notice of such default shall have been given to Lessee, then Lessor may terminate this Agreement and pursue any available relief at law or equity.

11. Termination. Either party may terminate this Lease, without cause, by giving the other party one (1) year's written notice of the same.

12. Amendments. The covenants and obligations herein contained are the full and complete terms of this Lease, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Lease.

13. Assignment. This Lease, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of Lessor.

14. Choice of Law and Venue. This Lease has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Newton County, Missouri.

15. Compliance with Laws. Lessee shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

16. Consequential Damages. In no event shall Lessor be liable to Lessee for special, indirect, or consequential damages.

17. Entire Agreement. This Lease (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

18. Ethics. Lessee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Lessee, to solicit or secure this Lease, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Lessee, any fee, commission, gift, or contingent fee.

19. Headings. The headings of paragraphs in this Lease are for convenience only. The headings form no part of this Lease and shall not affect its interpretation.

20. Indemnification. Lessee hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless Lessor, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons, whether such person or persons be Lessee, its agents or employees, or any third-person, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with Lessee's, or Lessee's agents', employees' or guests' use of the Premise, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of Lessor, its agents or employees.

21. Insurance. Lessee shall secure and maintain at its own cost and expense, throughout the duration of this Lease, insurance of such types and in such amounts as may be necessary to protect it and the interests of Lessor against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Lease. Such policies shall name Lessor 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/sovimunity.php>)

22. Non-Discrimination. Lessee agrees in the performance of this Lease not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Lessee or applicant for employment.

23. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to Lessor and Lessee at the addresses as follows:

City of Neosho
ATTN: City Manager

Ozark Fiber, LLC
C/O Spenserv-St. Louis, Inc.

203 E. Main St.
Neosho, MO 64850

1 North Brentwood Blvd, Suite 1000
St. Louis, MO 63105

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

24. Payment for Labor and Materials. Lessee agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

25. Representations. The signatories hereto represent and warrant that they have read this Lease, that they are fully authorized in the capacities shown, that they understand the terms of this Lease, and that they are executing the same voluntarily and solely for the consideration described herein.

26. Severability. If any of the provisions of this Lease shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Lease shall not be effected thereby. Any illegal or invalid provision of this Lease shall be severable and any other provisions shall remain in full force and effect.

27. Third-Party Beneficiaries. This Lease shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

28. Waiver. Waiver of any provision of this Lease or breach of this Lease shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Lease. Failure by one of the parties to this Lease to assert its rights for any breach of this Lease shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as of the day and year first above written.

LESSOR

LESSEE

CITY OF NEOSHO, MISSOURI

OZARK FIBER, LLC

Richard Davidson, Mayor

Jason Ross, President

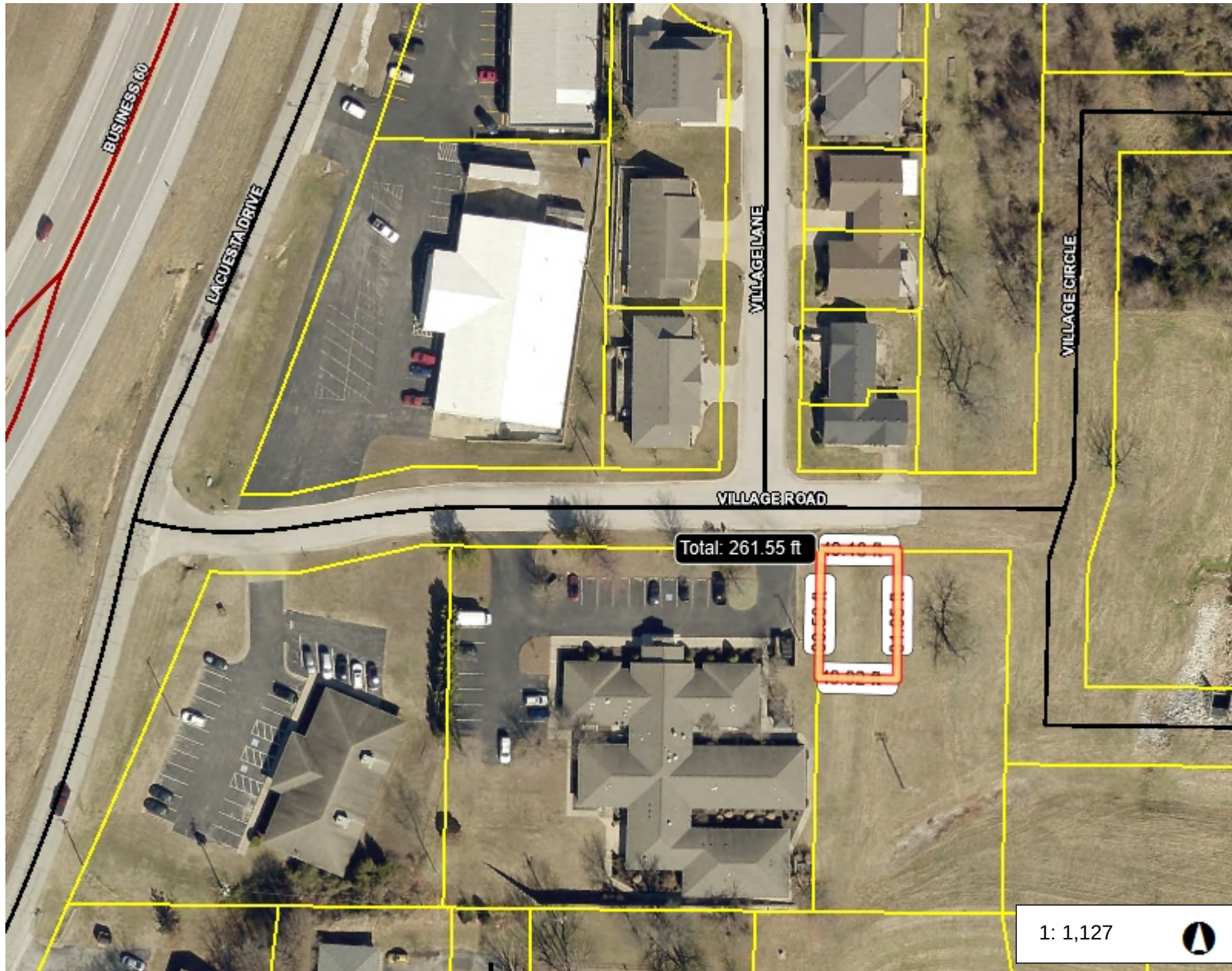
ATTEST

ATTEST

Cheyenne Wright, City Clerk

Secretary

Neosho, MO



Legend

Neosho Streets

- <all other values>
- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- ALLEY
- CITY STREET
- NAMED COUNTY ROAD
- PLATTED/UNDEVELOPED
- UNNAMED
- VACATED STREET

Parcel

Total: 261.55 ft

1: 1,127



187.9 0 93.94 187.9 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Ozark Fiber lot

Neosho, MO



Legend

Neosho Streets

- <all other values>
- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- ALLEY
- CITY STREET
- NAMED COUNTY ROAD
- PLATTED/UNDEVELOPED
- UNNAMED
- VACATED STREET

Parcel



1: 564



93.9 0 46.97 93.9 Feet

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Notes

Neosho, MO



Legend

Neosho Streets

- <all other values>
- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- ALLEY
- CITY STREET
- NAMED COUNTY ROAD
- PLATTED/UNDEVELOPED
- UNNAMED
- VACATED STREET

Parcel

Notes

47.0 0 23.48 47.0 Feet

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Jon's Mid America Fire

7037 East US Highway 60
Rogersville, MO
Phone: (417)-887-0534



WORK ESTIMATE

ESTIMATE #	DATE
1	5/16/2023

To Neosho Engine 8 Valve Replacement

VEHICLE INFORMATION

YR/MAK/MDL: 2001 Precision Spartan Custom
VIN:
UNIT NUM:

DESCRIPTION OF WORK

Remove existing intake valves and replace with new valves. Remove existing air switch and replace with new switch.

ITEMIZED COSTS	QTY	UNIT PRICE	AMOUNT
P/N 7950-0044 5" air actuated butterfly valve ,less adapters	1	4,069.92	4,069.92
P/N 7960-0085 6" air actuated butterfly valve, less adapters	2	4,417.07	8,834.14
P/N 41V two position,four way air switch	1	250.00	250.00
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
LABOR	25	125.00	3,125.00
SHOP MATERIALS	1	50.00	50.00
HAZARDOUS MATERIALS	1	22.50	22.50
FREIGHT	1	325.00	325.00
			-
Thank you for your business!		Total Estimate	\$ 16,676.56

NOTE: This estimate is not a contract or a bill. It is our best guess at the total price to complete the work stated above, based upon our initial inspection, but may be subject to change. If prices change or additional parts and labor are required, we will inform you prior to proceeding with the work.

BID FORM

Description: (To be completed by bidding party)

Remove existing intake valves and replace with new valves. Remove existing air switch and replace with new switch.

Price(s) for unit(s) meeting enclosed specifications:

F.O.B. Neosho, MO

Projected Shipping Date: ^{Notification} 91 days from confirmation of winning bid.

After delivery - payment made on third Tuesday of month delivered

I certify that this bid on stated piece(s) of equipment meets or exceeds the bid specifications (unless otherwise noted).

COMPANY: Jon's Mid America Fire Apparatus

ADDRESS: 7037 E. US Hwy 60, Rogersville, MO 65742

PHONE: 417) 887-0534

EMAIL: Justin Keltner@Jonsmidamerica.com

BY: _____

BID SPECIFICATIONS:

The bid packet is for the purchase of:

Neosho Fire Department Engine 8 Valve Repair

Remove old valves and replace them with new valves. Using the following Akron Brass part numbers

P/N: 7950, 5" AIR ACTUATED BUTTERFLY VALVE, LESS ADAPTORS

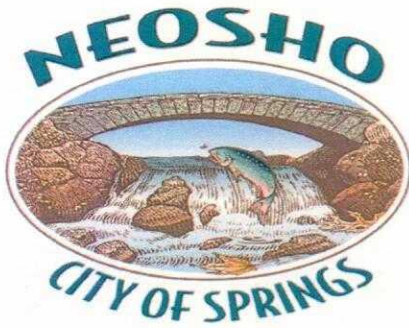
P/N: 7960, 6" AIR ACTUATED BUTTERFLY VALVE, LESS ADAPTORS

P/N: 41V, 2-POSITION, 4-WAY JHF AIR SWITCH

Equipment Schedule:

Note:

This bid should include the start, and end date for this project.



City of Neosho

203 E. Main St.
Neosho, MO 64850
(417) 451-8050 phone
(417) 451-8065 fax
www.neoshomo.org

INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until **Tuesday, May 16th, 2023 at 10:00 a.m.** at the Receptionist Desk of City Hall, Attn: City Clerk, 203 East Main Street, Neosho, MO 64850. The bid will be for the following:

Project: Engine 8 Valve Replacement

Please label the envelope: Neosho Engine 8 Valve Replacement

Questions concerning the specifications and bid procedure should be directed to Fire Chief Aaron Houk Neosho Fire Department 125 North College Street Neosho, Mo. 64850

All bids shall be F.O.B., Neosho, MO. All bids shall be exclusive of federal, state, and city taxes. Bids on this (these) unit(s) shall be made on forms furnished with these specifications. Additional information, specifications, deviations, and manufacturer's literature should be attached to bid forms. All bids should include the turnaround time in getting started on this project.

In section 605.040 of the City of Neosho code, it states that if a contractor performs work for the City a performance bond is required.

Section 605.040 Certain Insurance Policies, Etc., Required Before Issuance of Licenses for Plumbers, Electricians, Contractors, and Subcontractors is amended to read as follows:

"A. In addition to payment of the license fees required of plumbers, electricians and general and special contractors and subcontractors in Section 605.010, before a plumber's, electrician's or general or special subcontractor's license may be issued to any applicant, each applicant shall produce for the inspection and approval of the City Collector the following policies of insurance together with receipts showing the premiums fully paid for the period for which the license is sought:

1. Bodily injury insurance liability coverage of twenty-five thousand dollars (\$25,000.00) per incident.
2. Property damage, twenty-five thousand dollars (\$25,000.00).
3. Bonding requirements.

a. If a contractor performs work within the City limits of Neosho, a license and permit bond, ten thousand dollars (\$10,000.00).

b. Unless otherwise provided, if a contractor performs work for the City of Neosho, the cost of which is estimated to exceed fifty thousand dollars (\$50,000.00), a performance bond running to the City, to the contract amount.

B. In addition to the requirements set forth above by this Section and the license fees required to be paid, each applicant for a plumber's license shall comply with all provisions of the Plumbing Code of the City."

If this project is in reference to a Stormwater Runoff Project, please reference Section 430.188 of City Code that states:

A. Performance Bonds and Other Assurances for Completion of Stormwater Management Improvements. Upon approval of the Final Stormwater Management Plan, but before the issuance of building permit, the City Building Inspector may require the applicant to post a performance bond, cash escrow, certified check, or other acceptable form of performance security for the amount of the work to be done pursuant to the approved Stormwater Management Plan.

B. Maintenance Agreement. A maintenance agreement, approved by the Governing Body of the City of Neosho, assuring perpetual maintenance of stormwater management improvements shall be agreed upon by the City and the applicant, if the facilities are to be maintained by the developer.

C. Maintenance Bond. A two (2) year maintenance bond against defects in workmanship may be required by the City for any portion of the stormwater management improvements dedicated to the public.

*Missouri Prevailing Wage Rate if over \$75,000.00 (*A copy of the Missouri Prevailing Wage Rate is attached*)

*Payment Bond Required for projects over \$50,000.00

*City of Neosho Business License required

*W-9 Required

* Proof of Workers Compensation Coverage Provided w/ Bid

The City reserves the right to reject any or all bids and to accept the lowest or best bid. The City reserves the right to split bids, if in the best interest of the City.

Thank you,

David Kennedy
City Manager

REQUESTED COUNCIL MEETING DATE: June 6, 2023

ITEM: Engine 8 Valve Replacement

ORIGINATING DEPARTMENT: Fire Department

ATTACHMENT:

1. Engine 8 Valve Replacement

PURPOSE:

The Fire Department sent out sealed bids for 3 intake valve replacements for Engine 8.

BACKGROUND:

The Fire Department sent out sealed bids for 3 intake valve replacements on Engine 8. We received 1 bid for the project, which was for \$16,676.56 This was from Jon's Mid America Fire Apparatus. I don't believe that this was a competitive bid and I believe that there is still money to be saved on this project. I am requesting the Council's permission to reject the bid, and send this out again to try and save money for the City.

RECOMMENDATION:

Staff recommends rejection of the bid, and Council's permission to rebid the project.

Jon's Mid America Fire

7037 East US Highway 60
Rogersville, MO
Phone: (417)-887-0534



WORK ESTIMATE

ESTIMATE #	DATE
1	5/16/2023

To Neosho Engine 8 Valve Replacement

VEHICLE INFORMATION

YR/MAK/MDL: 2001 Precision Spartan Custom
VIN:
UNIT NUM:

DESCRIPTION OF WORK

Remove existing intake valves and replace with new valves. Remove existing air switch and replace with new switch.

ITEMIZED COSTS	QTY	UNIT PRICE	AMOUNT
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P/N 7960-0085 6" air actuated butterfly valve, less adapters	2	4,417.07	8,834.14
P/N 41V two position,four way air switch	1	250.00	250.00
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
LABOR	25	125.00	3,125.00
SHOP MATERIALS	1	50.00	50.00
HAZARDOUS MATERIALS	1	22.50	22.50
FREIGHT	1	325.00	325.00
			-
Thank you for your business!		Total Estimate	\$ 16,676.56

NOTE: This estimate is not a contract or a bill. It is our best guess at the total price to complete the work stated above, based upon our initial inspection, but may be subject to change. If prices change or additional parts and labor are required, we will inform you prior to proceeding with the work.

BID FORM

Description: (To be completed by bidding party)

Remove existing intake valves and replace with new valves. Remove existing air switch and replace with new switch.

Price(s) for unit(s) meeting enclosed specifications:

F.O.B. Neosho, MO

Projected Shipping Date:

Notification

91 days from confirmation of winning bid.

After delivery - payment made on third Tuesday of month delivered

I certify that this bid on stated piece(s) of equipment meets or exceeds the bid specifications (unless otherwise noted).

COMPANY: Jon's Mid America Fire Apparatus

ADDRESS: 7037 E. US Hwy 60, Rogersville, MO 65742

PHONE: 417) 887-0534

EMAIL: Justin Keltner@Jonsmidamerica.com

BY: _____

BID SPECIFICATIONS:

The bid packet is for the purchase of:

Neosho Fire Department Engine 8 Valve Repair

Remove old valves and replace them with new valves. Using the following Akron Brass part numbers

P/N: 7950, 5" AIR ACTUATED BUTTERFLY VALVE, LESS ADAPTORS

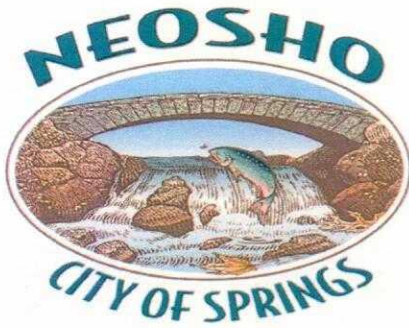
P/N: 7960, 6" AIR ACTUATED BUTTERFLY VALVE, LESS ADAPTORS

P/N: 41V, 2-POSITION, 4-WAY JHF AIR SWITCH

Equipment Schedule:

Note:

This bid should include the start, and end date for this project.



City of Neosho

203 E. Main St.
Neosho, MO 64850
(417) 451-8050 phone
(417) 451-8065 fax
www.neoshomo.org

INSTRUCTIONS TO BIDDERS

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Project: Engine 8 Valve Replacement

Please label the envelope: Neosho Engine 8 Valve Replacement

Questions concerning the specifications and bid procedure should be directed to Fire Chief Aaron Houk Neosho Fire Department 125 North College Street Neosho, Mo. 64850

All bids shall be F.O.B., Neosho, MO. All bids shall be exclusive of federal, state, and city taxes. Bids on this (these) unit(s) shall be made on forms furnished with these specifications. Additional information, specifications, deviations, and manufacturer's literature should be attached to bid forms. All bids should include the turnaround time in getting started on this project.

In section 605.040 of the City of Neosho code, it states that if a contractor performs work for the City a performance bond is required.

Section 605.040 Certain Insurance Policies, Etc., Required Before Issuance of Licenses for Plumbers, Electricians, Contractors, and Subcontractors is amended to read as follows:

"A. In addition to payment of the license fees required of plumbers, electricians and general and special contractors and subcontractors in Section 605.010, before a plumber's, electrician's or general or special subcontractor's license may be issued to any applicant, each applicant shall produce for the inspection and approval of the City Collector the following policies of insurance together with receipts showing the premiums fully paid for the period for which the license is sought:

1. Bodily injury insurance liability coverage of twenty-five thousand dollars (\$25,000.00) per incident.
2. Property damage, twenty-five thousand dollars (\$25,000.00).
3. Bonding requirements.

a. If a contractor performs work within the City limits of Neosho, a license and permit bond, ten thousand dollars (\$10,000.00).

b. Unless otherwise provided, if a contractor performs work for the City of Neosho, the cost of which is estimated to exceed fifty thousand dollars (\$50,000.00), a performance bond running to the City, to the contract amount.

B. In addition to the requirements set forth above by this Section and the license fees required to be paid, each applicant for a plumber's license shall comply with all provisions of the Plumbing Code of the City."

If this project is in reference to a Stormwater Runoff Project, please reference Section 430.188 of City Code that states:

A. Performance Bonds and Other Assurances for Completion of Stormwater Management Improvements. Upon approval of the Final Stormwater Management Plan, but before the issuance of building permit, the City Building Inspector may require the applicant to post a performance bond, cash escrow, certified check, or other acceptable form of performance security for the amount of the work to be done pursuant to the approved Stormwater Management Plan.

B. Maintenance Agreement. A maintenance agreement, approved by the Governing Body of the City of Neosho, assuring perpetual maintenance of stormwater management improvements shall be agreed upon by the City and the applicant, if the facilities are to be maintained by the developer.

C. Maintenance Bond. A two (2) year maintenance bond against defects in workmanship may be required by the City for any portion of the stormwater management improvements dedicated to the public.

*Missouri Prevailing Wage Rate if over \$75,000.00 (*A copy of the Missouri Prevailing Wage Rate is attached*)

*Payment Bond Required for projects over \$50,000.00

*City of Neosho Business License required

*W-9 Required

* Proof of Workers Compensation Coverage Provided w/ Bid

The City reserves the right to reject any or all bids and to accept the lowest or best bid. The City reserves the right to split bids, if in the best interest of the City.

Thank you,

David Kennedy
City Manager

REQUESTED COUNCIL MEETING DATE: June 6, 2023

ITEM: Opening and Closing of Burials at the IOOF Cemetery

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Bids for Opening and Closing of Burials

PURPOSE:

To award the bid to J & L Underground Construction for the opening and closing of burials at the Neosho IOOF Cemetery.

BACKGROUND:

Staff sent out four bids for the opening and closing of burials at the Neosho IOOF Cemetery and received two bids back. This bid was also posted on our website. Greathouse Backhoe Services and J&L Underground Construction bid on these services. Staff went through the bids and although the bids were comparable in price, staff requests council approval of J&L Underground Construction. The city used J&L when our current contractor for this work, Greathouse Backhoe, was out of the country. J&L peeled the sod and did a fantastic job with the final filling in of the grave. Staff did not have to go back out to this grave and fill in with more dirt because of sinking and holes.

RECOMMENDATION:

Staff recommends approving the bid from J & L Underground Construction.

CURRENT FEES

	Current Opening & Closing Fee	J&L Underground Construction	Greathouse Backhoe
Cremation	\$280.00	\$300.00	\$350.00
Weekend or Holiday Burial	\$380.00	\$400.00	\$450.00
After 4pm any day of the week	\$380.00	\$300.00	\$450.00
If it is after 4pm and on a Weekend or Holiday	\$380.00	\$400.00	\$500.00
Traditional Burial	\$600.00	\$700.00	\$600.00
Weekend or Holiday Burial	\$600.00	\$800.00	\$750.00
After 4pm any day of the week	\$600.00	\$700.00	\$700.00
If burial is after 4pm and on a Weekend or Holiday	\$600.00	\$800.00	\$750.00

BID SPECIFICATIONS:

The bid packet is for the opening and closing of graves at the City of Neosho IOOF Cemetery, as well as stamping the grave dirt down after closing, topping with black dirt, and seeding the grave area.

The black dirt and grass seed will be supplied by the Cemetery.

You must have at least five years' experience working in the opening and closing of graves.

Please provide at least three references from area cemeteries.

Please fill in your bid below. Please put in any additional fees on the Bid Form.

Fees for the City of Neosho IOOF Cemetery

	Open & Closing Fee
Cremation	
Weekend or Holiday Burial	400.00
After 4pm any day of the week	300.00
If it is after 4pm and on a Weekend or Holiday	400.00
Traditional Burial	
Weekend or Holiday Burial	800.00
After 4pm any day of the week	700.00
If burial is after 4pm and on a Weekend or Holiday	800.00

This will be a three-year contract.

BID FORM

Description: (To be completed by bidding party)

This includes Clean up + Restore of ground back to being Able to Mow. Does not include Moving grave Stone that will be A hourly charge of \$100.00 hr if grave can not be dug safely Due to space. Committing to provide Dumpsite for extra spoils and fresh Black Dirt. You will be Able to Mow when we Are complete
All insurance is on file - with Neosho and Bonds
And we have done work for IOOF - When your last guy was ^{on vacation}

Price(s) for unit(s) meeting enclosed specifications:

F.O.B. Neosho, MO

Projected Shipping Date: _____

After delivery - payment made on third Tuesday of month delivered

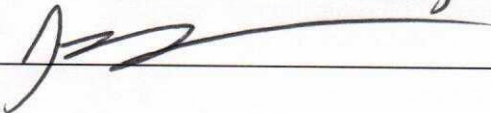
I certify that this bid on stated piece(s) of equipment meets or exceeds the bid specifications (unless otherwise noted).

COMPANY: J + L Under ground Construction

ADDRESS: 12013 Kermans Ln

PHONE: 417-456-0551 - or 417-455 1221

EMAIL: JandL UndergroundConstruction@gmail.com

BY: 

May 24, 2023

City of Neosho
203 E Main
Neosho MO 64850

RE: John Lindsay
J & L Underground Construction LLC

To Whom It May Concern,

John Lindsay and his team have been preparing gravesites for King Cemetery for the past 5 years. During this time they have dug and finished approximately 25 gravesites.

John and his team have proven to be extremely proficient they are always available and on time, they do not destroy the grounds as they are digging new graves and they clean up after the burial and leave the site ready to seed.

We would highly recommend John Lindsay, J & L Underground Construction for grave digging.

Best regards,

TEllisTelford

Terry Ellis Telford
Trustee King Cemetery
12673 Ibex Rd
Neosho MO 64850
417-540-2678

BID SPECIFICATIONS:

The bid packet is for the opening and closing of graves at the City of Neosho IOOF Cemetery, as well as stamping the grave dirt down after closing, topping with black dirt, and seeding the grave area.

The black dirt and grass seed will be supplied by the Cemetery.

You must have at least five years' experience working in the opening and closing of graves.

Please provide at least three references from area cemeteries.

Please fill in your bid below. Please put in any additional fees on the Bid Form.

Fees for the City of Neosho IOOF Cemetery

	Open & Closing Fee
Cremation	350. ⁰⁰
Weekend or Holiday Burial	450. ⁰⁰
After 4pm any day of the week	+ 100. ⁰⁰
If it is after 4pm and on a Weekend or Holiday	+ 150. ⁰⁰
Traditional Burial	600. ⁰⁰
Weekend or Holiday Burial	750. ⁰⁰
After 4pm any day of the week	+ 100. ⁰⁰
If burial is after 4pm and on a Weekend or Holiday	+ 150. ⁰⁰

This will be a three-year contract.

BID FORM

Description: (To be completed by bidding party)

Opening + Closing of graves

Price(s) for unit(s) meeting enclosed specifications:

F.O.B. Neosho, MO

Projected Shipping Date: _____

After delivery - payment made on third Tuesday of month delivered

I certify that this bid on stated piece(s) of equipment meets or exceeds the bid specifications (unless otherwise noted).

COMPANY: Greathouse Backhoe Service LLC

ADDRESS: 2435 Dogwood Road Sarcosie, MO 64862

PHONE: 417-434-6675

EMAIL: rgreat20@yahoo.com

BY: Richard Greathouse



City of Neosho

203 E. Main St.
Neosho, MO 64850
(417) 451-8050 phone
(417) 451-8065 fax
www.neoshomo.org

INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until **Wednesday, May 31, 2023 at 10:00 a.m.** at the Receptionist Desk of City Hall, Attn: City Clerk, 203 East Main Street, Neosho, MO 64850. The bid will be for the following:

Project: IOOF Cemetery Opening and Closing of Graves

Please label the envelope: **IOOF Cemetery Opening and Closing of Graves**

Questions concerning the specifications and bid procedure should be directed to Cheyenne Wright, City Clerk, at the follow address/phone: 417-451-8050, 203 E. Main St. Neosho, MO 64850.

All bids shall be F.O.B., Neosho, MO. All bids shall be exclusive of federal, state, and city taxes. Bids on this (these) unit(s) shall be made on forms furnished with these specifications. Additional information, specifications, deviations, and manufacturer's literature should be attached to bid forms. All bids should include the turnaround time in getting started on this project.

In section 605.040 of the City of Neosho code, it states that if a contractor performs work for the City a performance bond is required.

Section 605.040 Certain Insurance Policies, Etc., Required Before Issuance of Licenses for Plumbers, Electricians, Contractors, and Subcontractors is amended to read as follows:

"A. In addition to payment of the license fees required of plumbers, electricians and general and special contractors and subcontractors in Section 605.010, before a plumber's, electrician's or general or special subcontractor's license may be issued to any applicant, each applicant shall produce for the inspection and approval of the City Collector the following policies of insurance together with receipts showing the premiums fully paid for the period for which the license is sought:

1. Bodily injury insurance liability coverage of twenty-five thousand dollars (\$25,000.00) per incident.
2. Property damage, twenty-five thousand dollars (\$25,000.00).
3. Bonding requirements.

a. If a contractor performs work within the City limits of Neosho, a license and permit bond, ten thousand dollars (\$10,000.00).

b. Unless otherwise provided, if a contractor performs work for the City of Neosho, the cost of which is estimated to exceed fifty thousand dollars (\$50,000.00), a performance bond running to the City, to the contract amount.

B. In addition to the requirements set forth above by this Section and the license fees required to be paid, each applicant for a plumber's license shall comply with all provisions of the Plumbing Code of the City."

If this project is in reference to a Stormwater Runoff Project, please reference Section 430.188 of City Code that states:

A. *Performance Bonds and Other Assurances for Completion of Stormwater Management Improvements.* Upon approval of the Final Stormwater Management Plan, but before the issuance of building permit, the City Building Inspector may require the applicant to post a performance bond, cash escrow, certified check, or other acceptable form of performance security for the amount of the work to be done pursuant to the approved Stormwater Management Plan.

B. *Maintenance Agreement.* A maintenance agreement, approved by the Governing Body of the City of Neosho, assuring perpetual maintenance of stormwater management improvements shall be agreed upon by the City and the applicant, if the facilities are to be maintained by the developer.

C. *Maintenance Bond.* A two (2) year maintenance bond against defects in workmanship may be required by the City for any portion of the stormwater management improvements dedicated to the public.

*Missouri Prevailing Wage Rate if over \$75,000.00 (*A copy of the Missouri Prevailing Wage Rate is attached*)

*Payment Bond Required for projects over \$50,000.00

*City of Neosho Business License required

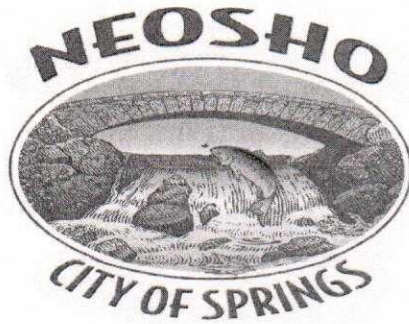
*W-9 Required

* Proof of Workers Compensation Coverage Provided w/ Bid

The City reserves the right to reject any or all bids and to accept the lowest or best bid. The City reserves the right to split bids, if in the best interest of the City.

Thank you,

David Kennedy
City Manager



City of Neosho

203 E. Main St.
Neosho, MO 64850
(417) 451-8050 phone
(417) 451-8065 fax
www.neoshomo.org

Bid packets mailed to the following vendors for BIDS:

Richard Greathouse
P.O. Box 208
Sarcoxie, MO 64862

Keith Guinn
20738 Terrier Road
Stella, MO 64867

Jon Lindsey
12201 Hammer Road
Neosho, MO 64850

Dennis Garber
9402 State Hwy 96
Carthage, MO 64836

REQUESTED COUNCIL MEETING DATE: May 16, 2023

ITEM: Bill No. 2023-141: MOU for Thomas Hart Benton Commemorative Mural

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2023-141 Neosho Arts Council RE City Hall Thomas Hart Benton mural
 2. CON - Neosho Arts Council MOU RE Neosho City Hall Benton mural
-

PURPOSE:

The purpose of this item is to obtain council's authorization for the mayor to sign a Memorandum of Understanding with the Neosho Arts Council for a commemorative mural of Thomas Hart Benton to be painted and installed on the north side of City Hall.

BACKGROUND:

The Neosho Arts Council has proposed a mural commemorating Thomas Hart Benton and his art for the north side of the City Hall. The Arts Council would commission the mural and seal the three metal panels against fading and graffiti. The city would be responsible for hanging, lighting and insuring the mural.

RECOMMENDATION:

The staff recommends that the City Council authorize the mayor to sign the MOU with the Neosho Arts Council.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into a Memorandum of Understanding and Agreement with the Neosho Arts Council, a Missouri Non-Profit Corporation, for the purpose of creating and maintaining the Thomas Hart Benton mural at Neosho City Hall; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Memorandum of Understanding and Agreement by and between the City of Neosho, Missouri, and the Neosho Arts Council, a Missouri Non-Profit Corporation, for the purpose of creating and maintaining the Thomas Hart Benton mural at Neosho City Hall, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

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

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2023, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

This MEMORANDUM OF UNDERSTANDING AND AGREEMENT is entered into this _____ day of _____ 2023 (hereinafter “the Effective Date”), by and between the City of Neosho, Missouri (hereinafter “City”), and the Neosho Arts Council, a Missouri Nonprofit Corporation (hereinafter “Neosho Arts Council”), and with City and Neosho Arts Council being referred to collectively as “the Parties.”

WHEREAS, City owns certain real estate commonly known as Neosho City Hall located at 203 E. Main St., Neosho, MO 64850, hereinafter referred to as “the Premises”; and

WHEREAS, City and Neosho Arts Council desire to enter into an agreement for the creation, maintenance, and removal of a mural on the Premises.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Mural. Neosho Arts Council agrees to be responsible for the creation of a mural for the Premises. The mural shall be in substantially similar form to Exhibit A, attached hereto and incorporated by reference (“the Mural”). The Mural shall be created by a third-party artist. Neosho Arts Council shall be responsible for all costs related to creation of the Mural, including compensation of the third-party artist and supplies. Neosho Arts Council shall also be responsible for causing the Mural to be coated with a sealant to protect against UV exposure and graffiti/vandalism. City shall designate the location of the Mural. City shall install the Mural.

2. Ownership of the Mural. City shall own the Mural. Neosho Arts Council shall have no ownership interest in the Mural. Additionally, see paragraph 12 Intellectual Property.

3. Maintenance of the Mural. City shall be responsible for its current maintenance responsibilities, specifically maintenance of City Hall and the adjacent sidewalk. Neosho Arts Council shall be responsible for maintenance of the Mural.

4. Removal of the Mural. City shall not remove the Mural for at least five (5) years, unless this Agreement is terminated sooner as provided in paragraph 17 Termination. After five (5) years, City may remove the Mural from the Premises at any time for any reason. If City decides to remove the Mural from the Premises, it shall provide Neosho Arts Council with at least thirty (30) days’ written notice. Neosho Arts Council shall have a reasonable opportunity to retrieve the Mural.

5. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

6. Assignment. This Agreement, including payment hereunder, shall not be sub-let,

assigned, or otherwise disposed of, except with the prior written consent of the City.

7. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Newton County, Missouri.

8. Compliance with Laws. Neosho Arts Council shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

9. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

10. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

11. Indemnification. To the fullest extent permitted by law, Neosho Arts Council agrees to defend with counsel selected by City, and indemnify and hold harmless City, its officers, engineers, representatives, agents, and employees from and against any and all liabilities, damages, losses, claims, or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by City or others, arising from breach or enforcement of this Agreement or out of services and operations negligently performed hereunder by Neosho Arts Council, or claims relating thereto, and including but not limited to City's reliance on or use of the services or products provided by Neosho Arts Council under the terms of this agreement. Contactor shall not be liable for any loss or damage attributable solely to the negligence of City.

12. Intellectual Property. All intellectual property related to the Mural is and will be the property of City. However, City hereby grants to Neosho Arts Council the right to use depictions of the Mural for promotional purposes.

13. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Neosho Arts Council at the addresses as follows:

City of Neosho, Missouri
203 E. Main St.
Neosho, MO 64850

Neosho Arts Council

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

14. Payment for Labor and Materials. Neosho Arts Council agrees and binds itself to

pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

16. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

17. Termination. City reserves the right to terminate this contract by giving at least five (5) days prior written notice to Neosho Arts Council, without prejudice to any other rights or remedies of City, should Neosho Arts Council persistently or repeatedly fail or refuse to supply enough properly skilled workmen or proper material, or if Neosho Arts Council should fail or refuse to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of City or fail to observe or perform any provisions of the contract. City may terminate this Agreement, without cause, by giving Neosho Arts Council thirty (30) days' written notice of the same. If this Agreement is terminated without cause within five (5) years of the Effective Date, City shall reimburse Neosho Arts Council for the cost of the sealant described in paragraph 1 on a pro rata basis.

18. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

19. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date written above.

CITY OF NEOSHO, MISSOURI

NEOSHO ARTS COUNCIL

David Kennedy, City Manager

Sarah Serio, President

ATTEST:

Cheyenne Wright, City Clerk

REQUESTED COUNCIL MEETING DATE: June 6, 2023

ITEM: Bill No. 2023-146 Region M SWMD grant funding for Neosho Regional Recycling Center 2023

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. Bill No. 2023-146 Region M SWMD RE grant funding for Neosho Regional Recycling Center 2023
 2. M2024-003 Neosho FAA
-

PURPOSE:

To obtain Council approval of the Financial Assistance Agreement with Region M Solid Waste Management District

BACKGROUND:

Region M is a solid waste management district that covers the counties of Newton, McDonald, Vernon, Barton, and Jasper. This Financial Agreement will provide funding for salaries and fringe benefits for employees at the Neosho Regional Recycling Center.

Total Funds: \$71,490.51

This is over \$2,657.56 more than last year's awarded amount.

RECOMMENDATION:

Staff recommends council approve and authorize the Mayor to sign the Financial Assistance Agreement with Region M for the M2024-003 project in the amount of \$71,490.51

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with the Region M Solid Waste Management District, a political subdivision of the State of Missouri, for the purpose of accepting grant funding for the operation of the Neosho Regional Recycling Center; and authorizing the Mayor or his designee to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement by and between the City of Neosho, Missouri, and the Region M Solid Waste Management District, a political subdivision of the State of Missouri, for the purpose of accepting grant funding for the operation of the Neosho Regional Recycling Center, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

Section 2. That the Mayor or his designee is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho, Missouri.

Section 3. That this Ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2023, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

REGION M WASTE MANAGEMENT DISTRICT

Financial Assistance Agreement

*Under authority of RSMo and subject to pertinent legislation, regulations
and policies applicable to RSMo 260.330 and RSMo 260.335*

1. Grant Number:	M2024-003	2. Budget Period:	07/01/23-06/30/24
3. Type of Assistance:	New Award	4. Project Period:	07/01/23-06/30/24

5. Recipient Name: City of Neosho

Address: 200 Nelson Ave., Neosho, MO 64850

7 Project Title: Neosho Regional Recycling Center

8. Project Funding:	<u>Amount</u>	<u>District Carryover</u>	<u>DNR Remittable Allocation</u>
Region M Award	\$ 71,490.51		\$ 71,490.51
Recipient Match	\$ -		
Amended Award	\$ -		
Amended Match	\$ -		
Total Project Cost	\$ 71,490.51		

15% of the grant award will be held until project completion, any required lien(s) is (are) recorded,
and/or UCC-1 filed, all reports have been turned in to the District (including final) and
Executive Board approval of the final report and final accounting of project expenditures.

9. Amendment Explanation:

10. The recipient agrees that it will administer this agreement in accordance with:

- a) All applicable federal, state local laws and regulations, including the Missouri Department of Natural Resources General Terms and Conditions, and Special Terms and Conditions;
- b) Applicable Region M Waste Management District grant program guidelines;
- c) Recipient final grant application;
- d) Scope of Work Agreement (attachment A) and Budget Agreement (attachment B).

11. The assistance as described herein is hereby offered and accepted effective upon signature of authorized officials.

Region M Chairperson Signature

Date

Grant Recipient Signature

Date

REGION M WASTE MANAGEMENT DISTRICT

FAA - Scope of Work Agreement

*Under authority of RSMo and subject to pertinent legislation, regulations
and policies applicable to RSMo 260.330 and RSMo 260.335*

Grant Recipient:	City of Neosho	Grant Number:	M2024-003
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Project Description:

Funding for staff at the Recycle Center in Neosho.

Project to include the following tasks:

- 1 Sign financial assistance agreement
- 2 Submit quarterly and final reports to the district
- 3 Collection and processing of commodities
- 4 Monitor material stream
- 5 Monitor staffing and payroll
- 6 Community outreach and education
- 7 Request reimbursements
- 8
- 9
- 10

Reporting requirements - Performance reports shall be submitted at least quarterly throughout the life of the project. Performance reports shall include the status of the project, diversion rates, types of materials, any problems that may occur, the project's progress, tasks completed, and other information that may be beneficial. Reports are due as follows:

First Quarter / July 1, 2023 through September 30, 2023 - Due October 13, 2023

Second Quarter / October 1, 2023 through December 30, 2023 - Due January 12, 2024

Third Quarter / January 1, 2024 through March 31, 2024 - Due April 12, 2024

(Final) Fourth Quarter / April 1, 2024 through June 30, 2024 - Due July 12, 2024

As the Grant Recipient, by signing this portion of the Financial Assistance Agreement, I do hereby certify that the scope of work will be accomplished within the project time-period as stated. I understand any amendments must be pre-approved by the Region M Executive Board.

Grant Recipient Signature

Date

ATTACHMENT A

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with the Region M Solid Waste Management District, a political subdivision of the State of Missouri, for the purpose of accepting grant funding for the operation of the Neosho Regional Recycling Center; and authorizing the Mayor or his designee to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement by and between the City of Neosho, Missouri, and the Region M Solid Waste Management District, a political subdivision of the State of Missouri, for the purpose of accepting grant funding for the operation of the Neosho Regional Recycling Center, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

Section 2. That the Mayor or his designee is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho, Missouri.

Section 3. That this Ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2023, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

REGION M WASTE MANAGEMENT DISTRICT

Financial Assistance Agreement

*Under authority of RSMo and subject to pertinent legislation, regulations
and policies applicable to RSMo 260.330 and RSMo 260.335*

1. Grant Number:	M2024-003	2. Budget Period:	07/01/23-06/30/24
3. Type of Assistance:	New Award	4. Project Period:	07/01/23-06/30/24

5. Recipient Name: City of Neosho

Address: 200 Nelson Ave., Neosho, MO 64850

7 Project Title: Neosho Regional Recycling Center

8. Project Funding:	<u>Amount</u>	<u>District Carryover</u>	<u>DNR Remittable Allocation</u>
Region M Award	\$ 71,490.51		\$ 71,490.51
Recipient Match	\$ -		
Amended Award	\$ -		
Amended Match	\$ -		
Total Project Cost	\$ 71,490.51		

15% of the grant award will be held until project completion, any required lien(s) is (are) recorded, and/or UCC-1 filed, all reports have been turned in to the District (including final) and Executive Board approval of the final report and final accounting of project expenditures.

9. Amendment Explanation:

10. The recipient agrees that it will administer this agreement in accordance with:

- a) All applicable federal, state local laws and regulations, including the Missouri Department of Natural Resources General Terms and Conditions, and Special Terms and Conditions;
- b) Applicable Region M Waste Management District grant program guidelines;
- c) Recipient final grant application;
- d) Scope of Work Agreement (attachment A) and Budget Agreement (attachment B).

11. The assistance as described herein is hereby offered and accepted effective upon signature of authorized officials.

Region M Chairperson Signature

Date

Grant Recipient Signature

Date

REGION M WASTE MANAGEMENT DISTRICT

FAA - Scope of Work Agreement

*Under authority of RSMo and subject to pertinent legislation, regulations
and policies applicable to RSMo 260.330 and RSMo 260.335*

Grant Recipient:	City of Neosho	Grant Number:	M2024-003
------------------	----------------	---------------	-----------

Project Description:

Funding for staff at the Recycle Center in Neosho.

Project to include the following tasks:

- 1 Sign financial assistance agreement
- 2 Submit quarterly and final reports to the district
- 3 Collection and processing of commodities
- 4 Monitor material stream
- 5 Monitor staffing and payroll
- 6 Community outreach and education
- 7 Request reimbursements
- 8
- 9
- 10

Reporting requirements - Performance reports shall be submitted at least quarterly throughout the life of the project. Performance reports shall include the status of the project, diversion rates, types of materials, any problems that may occur, the project's progress, tasks completed, and other information that may be beneficial. Reports are due as follows:

First Quarter / July 1, 2023 through September 30, 2023 - Due October 13, 2023

Second Quarter / October 1, 2023 through December 30, 2023 - Due January 12, 2024

Third Quarter / January 1, 2024 through March 31, 2024 - Due April 12, 2024

(Final) Fourth Quarter / April 1, 2024 through June 30, 2024 - Due July 12, 2024

As the Grant Recipient, by signing this portion of the Financial Assistance Agreement, I do hereby certify that the scope of work will be accomplished within the project time-period as stated. I understand any amendments must be pre-approved by the Region M Executive Board.

Grant Recipient Signature

Date

ATTACHMENT A

REQUESTED COUNCIL MEETING DATE: June 6, 2023

ITEM: Bill No. 2023-147: Missouri State Highway Patrol MOU for use of the Auditorium.

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2023-147 MSHP Neosho Auditorium Use
 2. MOU with State Troopers for Auditorium Use
-

PURPOSE:

The purpose of this item is to gain the Council's approval of an ordinance authorizing the City Manager to sign a Memorandum of Understanding with the Missouri State Highway Patrol for their use of the Municipal Auditorium.

BACKGROUND:

The Missouri State Highway Patrol has used the Municipal Auditorium for the past several years to conduct state driver's license testing. This ordinance and Memorandum of Understanding continues this agreement.

RECOMMENDATION:

The staff recommends the Council authorize the ordinance and City Manager be authorized to sign the Memorandum of Understanding with the Missouri State Highway Patrol.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with the Missouri State Highway Patrol for the purpose of using the Civic Center for Driver Examination; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement by and between the City of Neosho, Missouri, and the Missouri State Highway Patrol for the purpose of using the Civic Center for Driver Examination, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

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

Section 3. That this Ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2023, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE MISSOURI STATE HIGHWAY PATROL AND CITY OF NEOSHO**

This memorandum of understanding (MOU or Agreement) entered by and between the Missouri State Highway Patrol (MSHP) and the City of Neosho, (hereinafter the "parties") is effective on the date of the last signature herein.

Whereas, MSHP is statutorily required to conduct driver examinations in each county and city not within a county in the state of Missouri.

Whereas, MSHP desires to establish a routine location to conduct driver examinations in Newton County.

Whereas, the City of Neosho owns and operates the Neosho Civic Center and the same provides a convenient location for MSHP to conduct driver examinations in Newton County.

Whereas, the City of Neosho desires to support MSHP in its duty to conduct driver examinations by allowing MSHP to utilize the City of Neosho's Civic Center in order to conduct the examinations without charge.

Whereas, this Agreement is put in place so MSHP can continue to provide the citizens of Newton County with convenient access to driver examinations.

Therefore, for and in consideration of premises and mutual undertakings, Agreements and covenants hereinafter set forth, the parties hereto agree as follows:

I. Use of the City of Neosho's Civic Center by MSHP.

1. The MSHP will conduct driver examinations at least once a month at the City of Neosho.
2. MSHP will post the dates and hours for driver examinations in a visible location at the City of Neosho and on MSHP's website.
3. Each party will designate a representative for the purpose of administering this Agreement between MSHP and the City of Neosho.
4. The MSHP representative is designated as the Superintendent of the Highway Patrol. The Superintendent of the Missouri State Highway Patrol may designate, by written notice, other persons having the authority to act on behalf of MSHP in regard to this Agreement. To that effect, the Superintendent designates MSHP's Fleet and Facilities Division Director as having the authority to act on behalf of MSHP in regard to this Agreement.
5. The City of Neosho representative is designated as Mr. David Kennedy, City Manager. Mr. Kennedy may designate, by written notice, other persons having the

authority to act on behalf of the City of Neosho in further performance of this Agreement.

II. Payment for Use of Premises

1. The Parties mutually agree that no payment will be made for use of the premises as described more fully herein.

III. Term.

The term of this Agreement shall commence on the June 1, 2023, and shall continue until the date that is one (1) year following the Effective Date. Thereafter, the Agreement shall automatically be renewed for successive terms of one (1) year, unless the Agreement is terminated pursuant to the Termination provisions of this Agreement.

IV. Termination.

1. By Mutual Agreement. This Agreement may be terminated at any time during its Term upon mutual Agreement by both Parties.
2. By Convenience. With sixty (60) days written notice, either Party may terminate this Agreement for convenience.

V. General Provisions.

1. NO OTHER PROMISE OF FUNDING. Other than as specifically set forth herein, this Agreement is not an obligation or commitment of funds, nor a basis for transfer of funds. Expenditures by each party will be subject to applicable budgetary processes and to availability of funds pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that this in no way implies that any appropriation, tender, or allocation of funds for such expenditures, if any.
2. HEADINGS. Item or section headings, if any, are for convenience only and are not to be used to interpret or define the provisions of this Agreement.
3. NUMBER AND GENDER IRRELEVANT. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
4. SEVERABILITY. Nothing in this Agreement is intended to conflict with applicable law, regulation or directives. Accordingly, the provisions of this

Agreement are severable and, in the event any provision of this Agreement is determined to be invalid, in whole or in part, such unenforceable or invalid provision shall not affect the legality, enforceability or validity of the rest of this Agreement. If feasible, the offending provision shall be replaced with an enforceable and valid provision that is as similar in tenor to the offending provision as possible. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or enforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

5. NO PRIVATE RIGHT. This Agreement is between MSHP and the City of Neosho. It does not create nor confer any right or benefit that is substantive or procedural, enforceable by any third party against the parties, or other officers, employees, agents, or associated personnel of the parties. Nothing in this Agreement is intended to restrict the authority of either party to act as provided by law, statute, or regulation, or to restrict any party from administering or enforcing any laws within its authority or jurisdiction.
6. NOTICES. Whenever any notice is required by this Agreement to be made, given or transmitted to the parties hereto, such notice shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, addressed to:

Mr. David Kennedy, City Manager
City of Neosho
109 West Main Street
Neosho, Missouri 64850
Telephone: 417-451-8050

And notices, consents and approvals to MSHP addressed to:

Missouri State Highway Patrol
Office of the Superintendent
General Headquarters
1510 East Elm Street
Jefferson City, MO 65101
Telephone: (573) 751-3313

Either party may, by written notice in the manner herein provided, designate a different point of contact for that party.

7. ISSUE RESOLUTION. Throughout the course of this Agreement, issues such as scope, interpretation of provisions, and other concerns may arise. Both parties

agree to appoint their respective points of contact to work in good faith towards resolution.

8. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties with regard to the terms matters set forth herein. This Agreement may be modified upon the mutual written consent of the parties; however, any such changes must be in writing, duly signed by their authorized representatives. This Agreement, including any amendments, will be reviewed annually on or around the anniversary of its effective date.
9. RESPONSIBILITY ONLY FOR OWN ACTIONS. To the extent governed by applicable state law, each party will be responsible for its own acts or omissions and results arising from those actions and shall not be responsible for the acts of the other party and results arising from those actions.
10. NO WAIVER OF IMMUNITY. Nothing in this Agreement shall be construed as a waiver by the State of Missouri or the City of Neosho of any applicable immunity, including sovereign immunity as enjoyed by the State under § 537.600 of the Revised Statutes of Missouri.

The Agreement is hereby entered into between the Missouri State Highway Patrol and the City of Neosho.

Missouri State Highway Patrol

Colonel Eric T. Olson
Superintendent
Missouri State Highway Patrol

Date: _____

City of Neosho

By: _____
David Kennedy, City Manager

Date: _____

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Insurance Benefits Consultants, LLC, a Missouri Limited Liability Company, for the purpose of providing consulting services as insurance broker; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement by and between the City of Neosho, Missouri, and Insurance Benefits Consultants, LLC, a Missouri Limited Liability Company, for the purpose of providing consulting services as insurance broker, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

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

Section 3. That this Ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2023, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

AGREEMENT
FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, by and between the City of Neosho, Missouri, a Missouri Municipal Corporation, hereinafter referred to as “City,” and Insurance Benefits Consultants, LLC, a Missouri Limited Liability Company, hereinafter referred to as “Consultant,” and with City and Consultant being referred to collectively as “the Parties.”

WITNESSETH:

WHEREAS, City desires to engage a consultant for the purpose of serving as City’s insurance broker, as described in City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Consultant desires to be engaged as City’s consultant for the purpose of serving as City’s insurance broker, as described in Contractor’s Response to City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, City has selected Consultant as the lowest and best bidder based on full consideration of all factors, preferences, and conditions deemed applicable by City.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Scope of Work and Payment.

a. City agrees to engage Consultant for performance, and Consultant agrees to perform, insurance broker services as described in Exhibits A and B within an amount of time deemed reasonable by City.

b. The insurance broker services of Consultant shall commence only as authorized in writing by City and shall be undertaken and completed as promised by Consultant as described in Exhibits A and B.

c. City agrees to pay Consultant in accordance with the prices and terms set forth in Exhibits A and B for work authorized by City upon presentation and review of proper invoice.

d. All information, data, and reports as are existing, available, and necessary for the carrying out of the work, shall be furnished to Consultant without charge, and the Parties shall cooperate with each other in every way possible in carrying out the scope of services.

e. Consultant shall fully coordinate its activities in the performance of this contract with the activities of City.

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

2. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

3. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

4. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Consultant shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Consultant's reasonable attorney's fees and expenses.

5. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Newton County, Missouri.

6. Compliance with Laws. Consultant shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

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

8. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be given the same force and effect as original signatures.

9. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Proposal, and Consultant's Response to City's Request for Proposal. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between City's Request for Proposal and Consultant's Response to City's Request for Proposal, City's Request for Proposal will prevail.

10. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

11. Ethics. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, gift, or contingent fee.

12. Fiduciary Duty. Consultant owes a fiduciary duty to City, including the duty of care and the duty of loyalty. Consultant shall act in the best interest of City.

13. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

14. Indemnification. Consultant hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Consultant, its agents or employees, or City, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of City, its agents or employees.

15. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Consultant is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Consultant is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

16. Insurance. Consultant shall obtain and maintain in full force throughout the term of this Agreement a professional liability insurance policy (Errors and Omissions) with a company authorized to issue such insurance in the State of Missouri, with limits of liability not less than \$1,000,000.00 to cover all professional services rendered pursuant to this Agreement.

17. Intellectual Property. Any information, know-how, data, results, inventions, and any associated intellectual property, that is made, discovered, created, invented, or generated by Consultant in any activities or work under this Agreement shall be owned by City.

18. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Consultant at the addresses as follows:

City of Neosho
ATTN: City Manager
203 E. Main St.
Neosho, MO 64840

Insurance Benefits Consultants, LLC
ATTN: Jay Boice
735 West Harmony, Suite D
Neosho, MO 64850

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

19. Records and Audits. The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract.

20. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

21. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

22. Term. The Term of this Agreement shall be from October 1, 2023 through September 30, 2026, unless terminated sooner as provided herein.

23. Termination. If, through any cause, Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if Consultant shall violate any of the covenants, agreements, or stipulations of this contract, City shall thereupon have the right to terminate this contract by giving written notice to Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. City may, without cause, terminate this contract upon thirty (30) day's prior written notice. In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of City, become its property. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of the contract by Consultant.

24. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

25. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of \$5,000.00 and Consultant is associated with a business entity, Consultant shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Consultant must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

26. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF NEOSHO, MISSOURI

INSURANCE BENEFIT
CONSULTANTS, LLC

Richard Davidson, Mayor

By:
Its: authorized signatory

ATTEST:

Cheyenne Wright, City Clerk

REQUESTED COUNCIL MEETING DATE: June 6, 2023

ITEM: Bill No. 2023-148: Agreement with Insurance Benefit Consultants for Consulting Services

ORIGINATING DEPARTMENT: Human Resources Department

ATTACHMENT:

- 1. Bill No. 2023-148 IBC RE Insurance Broker Agreement**
 - 2. Contract - IBC Consulting K RE Insurance Broker Services**
-

PURPOSE:

The purpose of this item is to request continuing services with Insurance Benefits Consultants as the city's health insurance agent.

BACKGROUND:

The City seeks insurance agents to fulfill a three-year contract who can provide benefits based on our current benefit year with little to no disruption to our employees.

RECOMMENDATION:

Staff recommends continuing services with Insurance Benefits Consultants.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Insurance Benefits Consultants, LLC, a Missouri Limited Liability Company, for the purpose of providing consulting services as insurance broker; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement by and between the City of Neosho, Missouri, and Insurance Benefits Consultants, LLC, a Missouri Limited Liability Company, for the purpose of providing consulting services as insurance broker, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

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

Section 3. That this Ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2023, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

AGREEMENT
FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, by and between the City of Neosho, Missouri, a Missouri Municipal Corporation, hereinafter referred to as “City,” and Insurance Benefits Consultants, LLC, a Missouri Limited Liability Company, hereinafter referred to as “Consultant,” and with City and Consultant being referred to collectively as “the Parties.”

WITNESSETH:

WHEREAS, City desires to engage a consultant for the purpose of serving as City’s insurance broker, as described in City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Consultant desires to be engaged as City’s consultant for the purpose of serving as City’s insurance broker, as described in Contractor’s Response to City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, City has selected Consultant as the lowest and best bidder based on full consideration of all factors, preferences, and conditions deemed applicable by City.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Scope of Work and Payment.

a. City agrees to engage Consultant for performance, and Consultant agrees to perform, insurance broker services as described in Exhibits A and B within an amount of time deemed reasonable by City.

b. The insurance broker services of Consultant shall commence only as authorized in writing by City and shall be undertaken and completed as promised by Consultant as described in Exhibits A and B.

c. City agrees to pay Consultant in accordance with the prices and terms set forth in Exhibits A and B for work authorized by City upon presentation and review of proper invoice.

d. All information, data, and reports as are existing, available, and necessary for the carrying out of the work, shall be furnished to Consultant without charge, and the Parties shall cooperate with each other in every way possible in carrying out the scope of services.

e. Consultant shall fully coordinate its activities in the performance of this contract with the activities of City.

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

2. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

3. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

4. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Consultant shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Consultant's reasonable attorney's fees and expenses.

5. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Newton County, Missouri.

6. Compliance with Laws. Consultant shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

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

8. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be given the same force and effect as original signatures.

9. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Proposal, and Consultant's Response to City's Request for Proposal. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between City's Request for Proposal and Consultant's Response to City's Request for Proposal, City's Request for Proposal will prevail.

10. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

11. Ethics. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, gift, or contingent fee.

12. Fiduciary Duty. Consultant owes a fiduciary duty to City, including the duty of care and the duty of loyalty. Consultant shall act in the best interest of City.

13. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

14. Indemnification. Consultant hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Consultant, its agents or employees, or City, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of City, its agents or employees.

15. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Consultant is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Consultant is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

16. Insurance. Consultant shall obtain and maintain in full force throughout the term of this Agreement a professional liability insurance policy (Errors and Omissions) with a company authorized to issue such insurance in the State of Missouri, with limits of liability not less than \$1,000,000.00 to cover all professional services rendered pursuant to this Agreement.

17. Intellectual Property. Any information, know-how, data, results, inventions, and any associated intellectual property, that is made, discovered, created, invented, or generated by Consultant in any activities or work under this Agreement shall be owned by City.

18. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Consultant at the addresses as follows:

City of Neosho
ATTN: City Manager
203 E. Main St.
Neosho, MO 64840

Insurance Benefits Consultants, LLC
ATTN: Jay Boice
735 West Harmony, Suite D
Neosho, MO 64850

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

19. Records and Audits. The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract.

20. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

21. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

22. Term. The Term of this Agreement shall be from October 1, 2023 through September 30, 2026, unless terminated sooner as provided herein.

23. Termination. If, through any cause, Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if Consultant shall violate any of the covenants, agreements, or stipulations of this contract, City shall thereupon have the right to terminate this contract by giving written notice to Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. City may, without cause, terminate this contract upon thirty (30) day's prior written notice. In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of City, become its property. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of the contract by Consultant.

24. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

25. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of \$5,000.00 and Consultant is associated with a business entity, Consultant shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Consultant must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

26. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF NEOSHO, MISSOURI

INSURANCE BENEFIT
CONSULTANTS, LLC

Richard Davidson, Mayor

By:
Its: authorized signatory

ATTEST:

Cheyenne Wright, City Clerk

COUNCIL BILL NO.

ORDINANCE NO.

AN ORDINANCE amending Chapter 215 – Offenses and Miscellaneous Provisions, Article XIII – Offenses Concerning Drugs and Alcohol, by changing offenses related to marijuana as a result of November 8, 2022 general election ballot measure Amendment 3.

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

Section 1. That Chapter 215 – Offenses and Miscellaneous Provisions, Article XIII – Offenses Concerning Drugs and Alcohol is amended by enacting a new Section 215.700 – Possession and use of marijuana as follows:

“Section 215.700 – Possession and use of marijuana.

A. Public Consumption; Smoking.

1. No person shall consume marijuana in a public place.
2. No person shall smoke marijuana in a public place.
3. No person shall smoke marijuana in any place the smoking of tobacco is prohibited.
4. For purposes of this section, a public place means any public or private property, or portion thereof, that is open to the general public, including but not limited to, sidewalks, streets, bridges, parks, schools, and businesses.
 - a. “Public place” shall not include:
 1. The residence of the person smoking or consuming marijuana or the residence of another person when the person in control of the property has consented to the smoking or consumption of marijuana; or
 2. Any area licensed for such activity by the City.
5. Violation of Section 82-196.A.2 shall be punishable by a fine not to exceed One Hundred Dollars (\$100.00).

B. Sale to Persons Under Twenty-One

1. No person shall deliver to, transfer to, or sell to persons under twenty-one years of age marijuana or marijuana accessories.
2. For purposes of this Chapter, "Marijuana accessories" means any equipment, product, material, or combination of equipment, products, or materials, which is specifically

designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, ingesting, inhaling, or otherwise introducing marijuana into the human body.

C. Possession by Persons Under Twenty-One, Three Ounces or Less.

1. Except as provided by Article XIV of the Missouri Constitution, no person under twenty-one years of age may possess, use, ingest, inhale, transport, deliver, or distribute marijuana or marijuana accessories.
2. For offenses involving three ounces or less of marijuana, and no monetary consideration, violation of this Section shall be punishable by a fine not to exceed One Hundred Dollars (\$100.00). Any such person shall be provided the option of attending up to four hours of drug education or counseling in lieu of the fine.

D. Possession; Less than Twice the Legal Limit.

1. A person who possesses not more than twice the amount of marijuana allowed pursuant to Mo. Const., Article XIV, produces not more than twice the amount of marijuana allowed pursuant to Mo. Const., Article XIV, delivers without receiving any consideration or remuneration to a person who is at least twenty-one years of age not more than twice the amount of marijuana allowed by Mo. Const., Article XIV, or possesses with intent to deliver not more than twice the amount of marijuana allowed by Mo. Const., Article XIV:
 - a. For a first violation, is subject to a fine not exceeding two hundred and fifty dollars and forfeiture of the marijuana.
 - b. For a second and subsequent violations, is subject to a fine not exceeding five hundred dollars and forfeiture of the marijuana.
 - c. A person under twenty-one years of age is subject to a civil penalty not to exceed two hundred and fifty dollars. Any such person shall be provided the option of attending up to eight hours of drug education or counseling in lieu of the fine.
 - d. In lieu of payment, penalties under this subsection may be satisfied by the performance of community service. The rate of pay-down associated with said service option will be the greater of \$15 or the minimum wage in effect at the time of judgment.

E. Motor Vehicle Offenses.

1. It shall be unlawful for any person to:

- a. Operate or be in physical control of any motor vehicle, train, aircraft, motorboat, or other motorized form of transport while under the influence of marijuana. Notwithstanding the foregoing, a conviction of a person who is at least twenty-one years of age for any applicable offenses shall require evidence that the person was in fact under the influence of marijuana at the time the person was in physical control of the motorized form of transport and not solely on the presence of tetrahydrocannabinol (THC) or THC metabolites, or a combination thereof, in the person's system.
- b. Consume marijuana while operating or being in physical control of a motor vehicle, train, aircraft, motorboat, or other motorized form of transport while it is being operated.
- c. Smoke marijuana within a motor vehicle, train, aircraft, motorboat, or other motorized form of transport while it is being operated.

F. Possession or consumption on Certain Property; Prohibited.

No person shall possess or consume marijuana or possess marijuana accessories on the grounds of a public or private preschool, elementary or secondary school, institution of higher education, in a school bus, or on the grounds of any correction facility.

G. Illegal Growing.

1. The following acts by a person are unlawful:

- a. **Illegal Growing.** Possessing, transporting, planting, cultivating, harvesting, drying, processing, or manufacturing i) more than six (6) flowering marijuana plants, ii) more than six (6) nonflowering marijuana plants, iii) more than six (6) clones, or iv) any lesser number of such plants or clones if the person is not registered with the department of health and senior services for cultivation of marijuana plants pursuant to Article XIV, Section 2.4(24).
- b. **Illegal Growing; Registered Cultivator.** A person registered with the department of health and senior services pursuant to Article XIV, Section 2.4(24) for cultivation of marijuana plants within the limits of Article XIV, Section 2.10(1)(b) shall not keep the plants and any marijuana produced by the plants in excess of three ounces at more than one private residence, or in an unlocked space, or in a manner in which they are visible by normal, unaided vision from a public place; and further, shall not keep more than twice the number of allowable plants under Article XIV, Section 2.10(1)(b) in or on the grounds of a private residence at one time.
- c. **Illegal Growing; Visibility; Unregistered Cultivator.** A person who is not registered pursuant to Article XIV, Section 2.4(24) and who cultivates marijuana plants that are visible by normal, unaided vision from a public place.

- d. **Illegal Growing; Unsecured; Unregistered Cultivator.** A person who is not registered pursuant to Article XIV, Section 2.4(24) and who cultivates marijuana plants that are not kept in a locked space.

2. Penalties.

- a. A person who cultivates marijuana plants that are visible by normal, unaided vision from a public place is subject to a civil penalty not exceeding two hundred and fifty dollars and forfeiture of the marijuana.
- b. A person who cultivates marijuana plants that are not kept in a locked space is subject to a civil penalty not exceeding two hundred and fifty dollars and forfeiture of the marijuana.

Section 2. That this Ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2023, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

REQUESTED COUNCIL MEETING DATE: June 6, 2023

ITEM: Bill No. 2023-149: Amending Chapter 215 Offenses and Miscellaneous Provisions, Adult Use Marijuana

ORIGINATING DEPARTMENT: Police Department

ATTACHMENT:

1. Bill No. 2023-149 Amend Chapter 215 Article XIII RE Adult Use Marijuana

PURPOSE:

The Neosho Police Department is requesting to add revisions to Chapter 215, the adult use of marijuana.

BACKGROUND:

An Ordinance amending Chapter 215 - Offenses and Miscellaneous Provisions, Article XIII - Offenses Concerning Drugs and Alcohol, by changing offenses related to marijuana as a result of November 8, 2022 general election ballot measure Amendment 3.

RECOMMENDATION:

The City of Neosho to adopt the attached revisions to Chapter 215.

AN ORDINANCE amending Chapter 215 – Offenses and Miscellaneous Provisions, Article XIII – Offenses Concerning Drugs and Alcohol, by changing offenses related to marijuana as a result of November 8, 2022 general election ballot measure Amendment 3.

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

Section 1. That Chapter 215 – Offenses and Miscellaneous Provisions, Article XIII – Offenses Concerning Drugs and Alcohol is amended by enacting a new Section 215.700 – Possession and use of marijuana as follows:

“Section 215.700 – Possession and use of marijuana.

A. Public Consumption; Smoking.

1. No person shall consume marijuana in a public place.
2. No person shall smoke marijuana in a public place.
3. No person shall smoke marijuana in any place the smoking of tobacco is prohibited.
4. For purposes of this section, a public place means any public or private property, or portion thereof, that is open to the general public, including but not limited to, sidewalks, streets, bridges, parks, schools, and businesses.
 - a. “Public place” shall not include:
 1. The residence of the person smoking or consuming marijuana or the residence of another person when the person in control of the property has consented to the smoking or consumption of marijuana; or
 2. Any area licensed for such activity by the City.
5. Violation of Section 82-196.A.2 shall be punishable by a fine not to exceed One Hundred Dollars (\$100.00).

B. Sale to Persons Under Twenty-One

1. No person shall deliver to, transfer to, or sell to persons under twenty-one years of age marijuana or marijuana accessories.
2. For purposes of this Chapter, "Marijuana accessories" means any equipment, product, material, or combination of equipment, products, or materials, which is specifically designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing,

analyzing, packaging, repackaging, storing, containing, ingesting, inhaling, or otherwise introducing marijuana into the human body.

C. Possession by Persons Under Twenty-One, Three Ounces or Less.

1. Except as provided by Article XIV of the Missouri Constitution, no person under twenty-one years of age may possess, use, ingest, inhale, transport, deliver, or distribute marijuana or marijuana accessories.
2. For offenses involving three ounces or less of marijuana, and no monetary consideration, violation of this Section shall be punishable by a fine not to exceed One Hundred Dollars (\$100.00). Any such person shall be provided the option of attending up to four hours of drug education or counseling in lieu of the fine.

D. Possession; Less than Twice the Legal Limit.

1. A person who possesses not more than twice the amount of marijuana allowed pursuant to Mo. Const., Article XIV, produces not more than twice the amount of marijuana allowed pursuant to Mo. Const., Article XIV, delivers without receiving any consideration or remuneration to a person who is at least twenty-one years of age not more than twice the amount of marijuana allowed by Mo. Const., Article XIV, or possesses with intent to deliver not more than twice the amount of marijuana allowed by Mo. Const., Article XIV:
 - a. For a first violation, is subject to a fine not exceeding two hundred and fifty dollars and forfeiture of the marijuana.
 - b. For a second and subsequent violations, is subject to a fine not exceeding five hundred dollars and forfeiture of the marijuana.
 - c. A person under twenty-one years of age is subject to a civil penalty not to exceed two hundred and fifty dollars. Any such person shall be provided the option of attending up to eight hours of drug education or counseling in lieu of the fine.
 - d. In lieu of payment, penalties under this subsection may be satisfied by the performance of community service. The rate of pay-down associated with said service option will be the greater of \$15 or the minimum wage in effect at the time of judgment.

E. Motor Vehicle Offenses.

1. It shall be unlawful for any person to:
 - a. Operate or be in physical control of any motor vehicle, train, aircraft, motorboat, or other motorized form of transport while under the influence of

marijuana. Notwithstanding the foregoing, a conviction of a person who is at least twenty-one years of age for any applicable offenses shall require evidence that the person was in fact under the influence of marijuana at the time the person was in physical control of the motorized form of transport and not solely on the presence of tetrahydrocannabinol (THC) or THC metabolites, or a combination thereof, in the person's system.

- b. Consume marijuana while operating or being in physical control of a motor vehicle, train, aircraft, motorboat, or other motorized form of transport while it is being operated.
- c. Smoke marijuana within a motor vehicle, train, aircraft, motorboat, or other motorized form of transport while it is being operated.

F. Possession or consumption on Certain Property; Prohibited.

No person shall possess or consume marijuana or possess marijuana accessories on the grounds of a public or private preschool, elementary or secondary school, institution of higher education, in a school bus, or on the grounds of any correction facility.

G. Illegal Growing.

1. The following acts by a person are unlawful:

- a. Illegal Growing. Possessing, transporting, planting, cultivating, harvesting, drying, processing, or manufacturing i) more than six (6) flowering marijuana plants, ii) more than six (6) nonflowering marijuana plants, iii) more than six (6) clones, or iv) any lesser number of such plants or clones if the person is not registered with the department of health and senior services for cultivation of marijuana plants pursuant to Article XIV, Section 2.4(24).
- b. Illegal Growing; Registered Cultivator. A person registered with the department of health and senior services pursuant to Article XIV, Section 2.4(24) for cultivation of marijuana plants within the limits of Article XIV, Section 2.10(1)(b) shall not keep the plants and any marijuana produced by the plants in excess of three ounces at more than one private residence, or in an unlocked space, or in a manner in which they are visible by normal, unaided vision from a public place; and further, shall not keep more than twice the number of allowable plants under Article XIV, Section 2.10(1)(b) in or on the grounds of a private residence at one time.
- c. Illegal Growing; Visibility; Unregistered Cultivator. A person who is not registered pursuant to Article XIV, Section 2.4(24) and who cultivates marijuana plants that are visible by normal, unaided vision from a public place.
- d. Illegal Growing; Unsecured; Unregistered Cultivator. A person who is not

registered pursuant to Article XIV, Section 2.4(24) and who cultivates marijuana plants that are not kept in a locked space.

2. Penalties.

- a. A person who cultivates marijuana plants that are visible by normal, unaided vision from a public place is subject to a civil penalty not exceeding two hundred and fifty dollars and forfeiture of the marijuana.
- b. A person who cultivates marijuana plants that are not kept in a locked space is subject to a civil penalty not exceeding two hundred and fifty dollars and forfeiture of the marijuana.

Section 2. That this Ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2023, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

REQUESTED COUNCIL MEETING DATE: June 6, 2023

ITEM: Bill No: 2023-150: Additional Tax for Adult Use Marijuana

ORIGINATING DEPARTMENT: Finance Department

ATTACHMENT:

1. Bill No. 2023-150: Enact Sec 140.029 Additional Sales Tax for Adult Use Marijuana

PURPOSE:

Add a new Section 140.029 “Additional Sales Tax for Adult Use Marijuana” to the City Code.

BACKGROUND:

The City enacted Ordinance No. 374-2003 on January 17, 2023, establishing a sales tax in the amount of three percent (3%) on all tangible personal property retail sales of adult use marijuana under the provisions of Article XIV, Section 2.6(5) of the Missouri Constitution, subject to voter approval. The voters approved the tax on April 4, 2023. This ordinance adds the tax to our code 140 Taxation.

RECOMMENDATION:

Staff recommends approval of the ordinance.

AN ORDINANCE enacting a new Section 140.029 “Additional Sales Tax for Adult Use Marijuana.”

WHEREAS, the City enacted Ordinance No. 374-2003 on January 17, 2023, establishing a sales tax in the amount of three percent (3%) on all tangible personal property retail sales of adult use marijuana under the provisions of Article XIV, Section 2.6(5) of the Missouri Constitution, subject to voter approval; and

WHEREAS, the voters approved said tax at the General Municipal Election held on April 4, 2023, the results for which were canvassed in Ordinance No. 403-2023 on April 18, 2023; and

WHEREAS, the City desires to document the existence of said tax in the City Code.

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

Section 1. That a new Section 140.029 “Additional Sales Tax for Adult Use Marijuana” is enacted as follows:

“Section 140.029 Additional Sales Tax for Adult Use Marijuana.

There is hereby established a sales tax in the amount of three percent (3%) on all tangible personal property retail sales of adult use marijuana under the provisions of Article XIV, Section 2.6(5) of the Missouri Constitution, within the City of Neosho.”

Section 2. That this ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2023, by a vote of _____.

Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

REQUESTED COUNCIL MEETING DATE: June 6, 2023

ITEM: Bill No: 2023-151: Additional Sales Tax for Capital Improvements

ORIGINATING DEPARTMENT: Finance Department

ATTACHMENT:

1. CON Ord enact Sec 140.024 Additional Sales Tax for Capital Improvements

PURPOSE:

Add a new Section 140.024 "Additional Sales Tax for Capital Improvements" to the City Code

BACKGROUND:

The City enacted Ordinance No. 94-9 on April 5, 1994, establishing a sales tax in the amount of one-eighth (1/8) of one percent (1%) on all retail sales which are subject to taxation under the provisions of Sec. 94.577, RSMo., within the City, for the purpose of funding capital improvements, including the operation and maintenance of capital improvements, related to economic development, subject to voter approval. The voters approved said tax at the Special Municipal Election held on June 7, 1994. This ordinance adds the tax to our code 140 Taxation.

RECOMMENDATION:

Staff recommends approval of this ordinance.

AN ORDINANCE enacting a new Section 140.024 “Additional Sales Tax for Capital Improvements.”

WHEREAS, the City enacted Ordinance No. 94-9 on April 5, 1994, establishing a sales tax in the amount of one-eighth (1/8) of one percent (1%) on all retail sales which are subject to taxation under the provisions of Sec. 94.577, RSMo., within the City, for the purpose of funding capital improvements, including the operation and maintenance of capital improvements, related to economic development, subject to voter approval; and

WHEREAS, the voters approved said tax at the Special Municipal Election held on June 7, 1994, the results for which were canvassed in Ordinance No. 94-20 on July 5, 1994; and

WHEREAS, the City desires to document the existence of said tax in the City Code.

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

Section 1. That a new Section 140.024 “Additional Sales Tax for Capital Improvements” is enacted as follows:

“Section 140.024 Additional Sales Tax for Capital Improvements.

There is hereby established a sales tax in the amount of one-eighth (1/8) of one percent (1%) on all retail sales which are subject to taxation under the provisions of Sec. 94.577, RSMo., within the City of Neosho, for the purpose of funding capital improvements, including the operation and maintenance of capital improvements, related to economic development.”

Section 2. That this ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2023, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

AN ORDINANCE enacting a new Section 140.024 “Additional Sales Tax for Capital Improvements.”

WHEREAS, the City enacted Ordinance No. 94-9 on April 5, 1994, establishing a sales tax in the amount of one-eighth (1/8) of one percent (1%) on all retail sales which are subject to taxation under the provisions of Sec. 94.577, RSMo., within the City, for the purpose of funding capital improvements, including the operation and maintenance of capital improvements, related to economic development, subject to voter approval; and

WHEREAS, the voters approved said tax at the Special Municipal Election held on June 7, 1994, the results for which were canvassed in Ordinance No. 94-20 on July 5, 1994; and

WHEREAS, the City desires to document the existence of said tax in the City Code.

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

Section 1. That a new Section 140.024 “Additional Sales Tax for Capital Improvements” is enacted as follows:

“Section 140.024 Additional Sales Tax for Capital Improvements.

There is hereby established a sales tax in the amount of one-eighth (1/8) of one percent (1%) on all retail sales which are subject to taxation under the provisions of Sec. 94.577, RSMo., within the City of Neosho, for the purpose of funding capital improvements, including the operation and maintenance of capital improvements, related to economic development.”

Section 2. That this ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2023, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

REQUESTED COUNCIL MEETING DATE: June 6, 2023

ITEM: Bill No. 2023-152 Ozark Fiber Agreement

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

- 1. Bill No. 2023-152 Surplus of Property and Sale to Ozark Fiber**
 - 2. Contract with Ozark Fiber**
 - 3. Ozark Fiber lot 50'x80'**
 - 4. Ozark Fiber location**
-

PURPOSE:

The purpose of this item is to gain the council approval for the mayor to sign an agreement to surplus certain property and an agreement to sell Ozark Fiber that property for the purpose of establishing residential fiber internet access in the City of Neosho.

BACKGROUND:

This item was discussed in the previous council meeting and staff was requested to work on ordinances to surplus and sell the desired property to Ozark Fiber. The property has been determined and appraisals and surveys have been ordered. Both should be completed by the next council meeting.

RECOMMENDATION:

It is the recommendation of staff that the city council authorize the mayor to sign the ordinances surplusing the property and the agreement to sell it to Ozark Fiber.

AN ORDINANCE declaring as surplus certain land owned by the City of Neosho, Missouri, in the area of Village Road and Village Circle, Neosho, Missouri; authorizing the City of Neosho to enter into an Agreement with Ozark Fiber, LLC, a Missouri Limited Liability Company, for the purpose of selling said real estate; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

WHEREAS, the City of Neosho, Missouri, is the owner of certain land in the area of Village Road and Village Circle, Neosho, Missouri, Newton County Assessor Property Number 16-7.0-36-002-001-001.008; and

WHEREAS, the City has no need for a portion of said real estate; and

WHEREAS, the best interest of the public would be served by declaring said real estate as surplus; and;

WHEREAS, Ozark Fiber, LLC, a Missouri Limited Liability Company, desires to purchase said real estate for the purpose of offering fiber internet service to the Neosho area.

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

Section 1. That certain land in the area of Village Road and Village Circle, Neosho, Missouri, a legal description of the same being attached hereto and incorporated as Exhibit “A”, be and the same is hereby declared surplus.

Section 2. That the Agreement by and between the City of Neosho, Missouri, and Ozark Fiber, LLC, a Missouri Limited Liability Company, for the purpose of selling certain land in the area of Village Road and Village Circle, Neosho, Missouri, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “B,” be and the same is hereby approved.

Section 3. That the Mayor of the City of Neosho, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho.

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

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2023, by a vote of _____.

{Signatures on next page.}

CITY OF NEOSHO

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

REAL ESTATE PURCHASE CONTRACT

This Real Estate Purchase Contract is entered into this _____ day of _____ 2023 (“the Effective Date”), by and between **City of Neosho, Missouri, a Missouri Municipal Corporation** (“Seller”), and **Ozark Fiber, LLC, a Missouri Limited Liability Company** (“Buyer”), and with Seller and Buyer being referred to collectively as “Each Party” or “the Parties” from time to time.

R E C I T A L S :

WHEREAS, Buyer desires to purchase from Seller that certain real property located in Newton County, Missouri, more particularly described in paragraph 1 (“the Property”); and

WHEREAS, Seller is willing to sell and convey the Property to Buyer on the terms and conditions hereinafter set forth.

A G R E E M E N T S :

In consideration of the covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. PROPERTY. For and in consideration of the mutual obligations of the parties hereto, Seller agrees to sell, and Buyer agrees to buy, upon the terms and conditions hereinafter set out, the real estate described as follows: a 50’ x 80’ portion of certain land in the area of Village Road and Village Circle, Neosho, Missouri, Newton County Assessor Property Number 16-7.0-36-002-001-001.008, described on Exhibit A, attached hereto and incorporated by reference. *Formal legal description to be determined by survey.*

2. PURCHASE PRICE. The total purchase price for the Property (“the Purchase Price”) shall be the sum of: **to be determined by appraisal**, payable as follows:

2.1 Earnest Money Deposit. Intentionally omitted.

2.2 Cash at Closing. On the Closing Date, Buyer shall pay to Seller the balance of the Purchase Price in cash or other immediately available funds, subject to the prorations and adjustments set forth herein.

3. CLOSING. If title is deemed good, the closing of this contract shall take place at **Neosho City Hall, 203 E. Main St., Neosho, MO 64850** on or before **the 20th day of June 2023** (“the Closing Date”), or at some other time the parties mutually agree on, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done.

4. CLOSING REQUIREMENTS. Closing shall occur after approval of title commitment, as described hereinabove.

4.1 At closing, Buyer shall do the following:

4.1.1 Tender payment of the Purchase Price.

4.1.2. Execute and provide at closing, all documents reasonably required by the Seller for closing.

4.2 At closing, Seller shall do the following:

4.2.1. Duly execute, acknowledge, and deliver to Buyer, a Special Warranty Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges, and encumbrances.

4.2.2. Execute and provide at closing, all documents reasonably required by Buyer for closing.

5. CONVEYANCE FORM. Seller shall convey said tract of real estate to Buyer by Special Warranty Deed.

6. TITLE AND SURVEY.

6.1 Title. At Closing, Seller shall transfer marketable title to the Property, subject only to the Permitted Exceptions, properly executed and in recordable form.

6.2 Survey. The Parties shall obtain a survey of the Property, the cost of which is to be paid for by Buyer.

7. PERMITTED EXCEPTIONS. The Property shall be conveyed subject to the following permitted exceptions ("the Permitted Exceptions"):

7.1 Right-of-way and easements, public or private, of record;

7.2 Zoning ordinances in effect at the date of the signing of this contract; and

7.3 Rights or claims of parties in possession not shown by the public records.

7.4 Easements, or claims of easements, not shown by the public records.

7.5 Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.

7.6 Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

7.7 Taxes or special assessments which are not shown as existing liens by the public records.

7.8 The lien of the General Taxes for the year 2023, and thereafter.

7.9 Covenants, conditions and restrictions of record, if any, and all amendments and/or supplements thereto, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.

8. INSPECTIONS.

8.1 Right of Entry. Seller acknowledges and agrees that prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, successors in interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate.

9. POSSESSION. Seller shall deliver possession to Buyer at the closing of this contract.

10. TIME. Time is of the essence of this Contract and each and every obligation of the Parties under this Contract.

11. NOT CONTINGENT ON APPRAISAL. The Parties shall obtain an appraisal of the Property, the cost of which is to be paid for by Buyer; however, Buyer's obligation to purchase the Property is not contingent upon the outcome of the appraisal.

12. NOT CONTINGENT ON FINANCING. Buyer's obligation to purchase the Property is not contingent upon Buyer's ability to obtain a firm commitment for a mortgage loan upon commercially reasonable terms or any other financing.

13. REALTOR OR BROKER. Neither party has used a realtor or broker and no fee of any kind is owed.

14. AMENDMENTS. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

15. ASSIGNMENT. This Agreement, including payment hereunder, shall not be sublet, assigned, or otherwise disposed of, except with the prior written consent of both parties.

16. BINDING EFFECT. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties.

17. CHOICE OF LAW AND VENUE. This Agreement has been made, and its

validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Newton County, Missouri.

18. CONSEQUENTIAL DAMAGES. In no event shall either party be liable to the other party for special, indirect, or consequential damages.

19. COUNTERPARTS. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be given the same force and effect as original signatures.

20. HEADINGS. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation

21. HOLD HARMLESS AND INDEMNIFICATION. To the extent permitted by law, each party shall hold harmless and indemnify the other party, its Council, officers, employees, and agents, from and against all claims, causes of action, suits, demands, liabilities, damages, penalties, judgments, and expenses arising out of or resulting from its breach of the representations, warranties, covenants, or agreements contained in this Agreement by the indemnifying Party. This provision shall survive termination or expiration of this Agreement.

22. REPRESENTATIONS. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

23. SEVERABILITY. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

24. NO THIRD-PARTY BENEFICIARIES. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

25. WAIVER. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Contract, the day and year first above written.

SELLER

CITY OF NEOSHO, MISSOURI

Richard Davidson, Mayor

ATTEST

Cheyenne Wright, City Clerk

BUYER

OZARK FIBER, LLC

Jason Ross, President

ATTEST

Secretary

Neosho, MO



Legend

Neosho Streets

- <all other values>
- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- ALLEY
- CITY STREET
- NAMED COUNTY ROAD
- PLATTED/UNDEVELOPED
- UNNAMED
- VACATED STREET

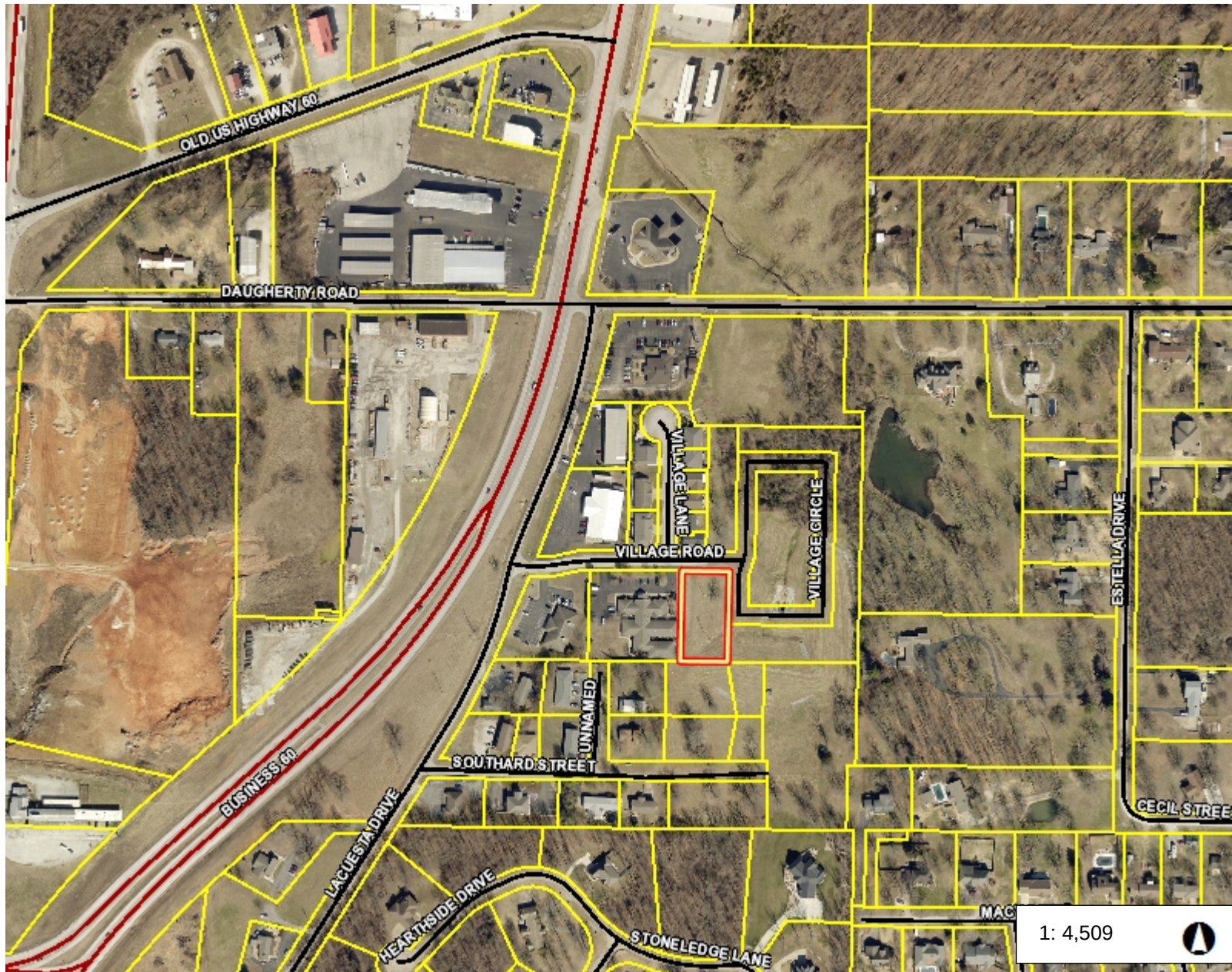
Parcel

Notes

93.9 0 46.97 93.9 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Neosho, MO



Legend

Neosho Streets

- <all other values>
- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- ALLEY
- CITY STREET
- NAMED COUNTY ROAD
- PLATTED/UNDEVELOPED
- UNNAMED
- VACATED STREET

□ Parcel

1: 4,509



751.5 0 375.74 751.5 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

AN ORDINANCE declaring as surplus certain land owned by the City of Neosho, Missouri, in the area of Village Road and Village Circle, Neosho, Missouri; authorizing the City of Neosho to enter into an Agreement with Ozark Fiber, LLC, a Missouri Limited Liability Company, for the purpose of selling said real estate; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

WHEREAS, the City of Neosho, Missouri, is the owner of certain land in the area of Village Road and Village Circle, Neosho, Missouri, Newton County Assessor Property Number 16-7.0-36-002-001-001.008; and

WHEREAS, the City has no need for a portion of said real estate; and

WHEREAS, the best interest of the public would be served by declaring said real estate as surplus; and;

WHEREAS, Ozark Fiber, LLC, a Missouri Limited Liability Company, desires to purchase said real estate for the purpose of offering fiber internet service to the Neosho area.

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

Section 1. That certain land in the area of Village Road and Village Circle, Neosho, Missouri, a legal description of the same being attached hereto and incorporated as Exhibit “A”, be and the same is hereby declared surplus.

Section 2. That the Agreement by and between the City of Neosho, Missouri, and Ozark Fiber, LLC, a Missouri Limited Liability Company, for the purpose of selling certain land in the area of Village Road and Village Circle, Neosho, Missouri, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “B,” be and the same is hereby approved.

Section 3. That the Mayor of the City of Neosho, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho.

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

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2023, by a vote of _____.

{Signatures on next page.}

CITY OF NEOSHO

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

REAL ESTATE PURCHASE CONTRACT

This Real Estate Purchase Contract is entered into this _____ day of _____ 2023 (“the Effective Date”), by and between **City of Neosho, Missouri, a Missouri Municipal Corporation** (“Seller”), and **Ozark Fiber, LLC, a Missouri Limited Liability Company** (“Buyer”), and with Seller and Buyer being referred to collectively as “Each Party” or “the Parties” from time to time.

R E C I T A L S :

WHEREAS, Buyer desires to purchase from Seller that certain real property located in Newton County, Missouri, more particularly described in paragraph 1 (“the Property”); and

WHEREAS, Seller is willing to sell and convey the Property to Buyer on the terms and conditions hereinafter set forth.

A G R E E M E N T S :

In consideration of the covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. PROPERTY. For and in consideration of the mutual obligations of the parties hereto, Seller agrees to sell, and Buyer agrees to buy, upon the terms and conditions hereinafter set out, the real estate described as follows: a 50’ x 80’ portion of certain land in the area of Village Road and Village Circle, Neosho, Missouri, Newton County Assessor Property Number 16-7.0-36-002-001-001.008, described on Exhibit A, attached hereto and incorporated by reference. *Formal legal description to be determined by survey.*

2. PURCHASE PRICE. The total purchase price for the Property (“the Purchase Price”) shall be the sum of: **to be determined by appraisal**, payable as follows:

2.1 Earnest Money Deposit. Intentionally omitted.

2.2 Cash at Closing. On the Closing Date, Buyer shall pay to Seller the balance of the Purchase Price in cash or other immediately available funds, subject to the prorations and adjustments set forth herein.

3. CLOSING. If title is deemed good, the closing of this contract shall take place at **Neosho City Hall, 203 E. Main St., Neosho, MO 64850** on or before **the 20th day of June 2023** (“the Closing Date”), or at some other time the parties mutually agree on, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done.

4. CLOSING REQUIREMENTS. Closing shall occur after approval of title commitment, as described hereinabove.

4.1 At closing, Buyer shall do the following:

4.1.1 Tender payment of the Purchase Price.

4.1.2. Execute and provide at closing, all documents reasonably required by the Seller for closing.

4.2 At closing, Seller shall do the following:

4.2.1. Duly execute, acknowledge, and deliver to Buyer, a Special Warranty Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges, and encumbrances.

4.2.2. Execute and provide at closing, all documents reasonably required by Buyer for closing.

5. CONVEYANCE FORM. Seller shall convey said tract of real estate to Buyer by Special Warranty Deed.

6. TITLE AND SURVEY.

6.1 Title. At Closing, Seller shall transfer marketable title to the Property, subject only to the Permitted Exceptions, properly executed and in recordable form.

6.2 Survey. The Parties shall obtain a survey of the Property, the cost of which is to be paid for by Buyer.

7. PERMITTED EXCEPTIONS. The Property shall be conveyed subject to the following permitted exceptions ("the Permitted Exceptions"):

7.1 Right-of-way and easements, public or private, of record;

7.2 Zoning ordinances in effect at the date of the signing of this contract; and

7.3 Rights or claims of parties in possession not shown by the public records.

7.4 Easements, or claims of easements, not shown by the public records.

7.5 Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.

7.6 Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

7.7 Taxes or special assessments which are not shown as existing liens by the public records.

7.8 The lien of the General Taxes for the year 2023, and thereafter.

7.9 Covenants, conditions and restrictions of record, if any, and all amendments and/or supplements thereto, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.

8. INSPECTIONS.

8.1 Right of Entry. Seller acknowledges and agrees that prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, successors in interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate.

9. POSSESSION. Seller shall deliver possession to Buyer at the closing of this contract.

10. TIME. Time is of the essence of this Contract and each and every obligation of the Parties under this Contract.

11. NOT CONTINGENT ON APPRAISAL. The Parties shall obtain an appraisal of the Property, the cost of which is to be paid for by Buyer; however, Buyer's obligation to purchase the Property is not contingent upon the outcome of the appraisal.

12. NOT CONTINGENT ON FINANCING. Buyer's obligation to purchase the Property is not contingent upon Buyer's ability to obtain a firm commitment for a mortgage loan upon commercially reasonable terms or any other financing.

13. REALTOR OR BROKER. Neither party has used a realtor or broker and no fee of any kind is owed.

14. AMENDMENTS. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

15. ASSIGNMENT. This Agreement, including payment hereunder, shall not be sublet, assigned, or otherwise disposed of, except with the prior written consent of both parties.

16. BINDING EFFECT. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties.

17. CHOICE OF LAW AND VENUE. This Agreement has been made, and its

validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Newton County, Missouri.

18. CONSEQUENTIAL DAMAGES. In no event shall either party be liable to the other party for special, indirect, or consequential damages.

19. COUNTERPARTS. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be given the same force and effect as original signatures.

20. HEADINGS. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation

21. HOLD HARMLESS AND INDEMNIFICATION. To the extent permitted by law, each party shall hold harmless and indemnify the other party, its Council, officers, employees, and agents, from and against all claims, causes of action, suits, demands, liabilities, damages, penalties, judgments, and expenses arising out of or resulting from its breach of the representations, warranties, covenants, or agreements contained in this Agreement by the indemnifying Party. This provision shall survive termination or expiration of this Agreement.

22. REPRESENTATIONS. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

23. SEVERABILITY. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

24. NO THIRD-PARTY BENEFICIARIES. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

25. WAIVER. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Contract, the day and year first above written.

SELLER

CITY OF NEOSHO, MISSOURI

Richard Davidson, Mayor

ATTEST

Cheyenne Wright, City Clerk

BUYER

OZARK FIBER, LLC

Jason Ross, President

ATTEST

Secretary

Neosho, MO



Legend

Neosho Streets

- <all other values>
- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- ALLEY
- CITY STREET
- NAMED COUNTY ROAD
- PLATTED/UNDEVELOPED
- UNNAMED
- VACATED STREET

Parcel

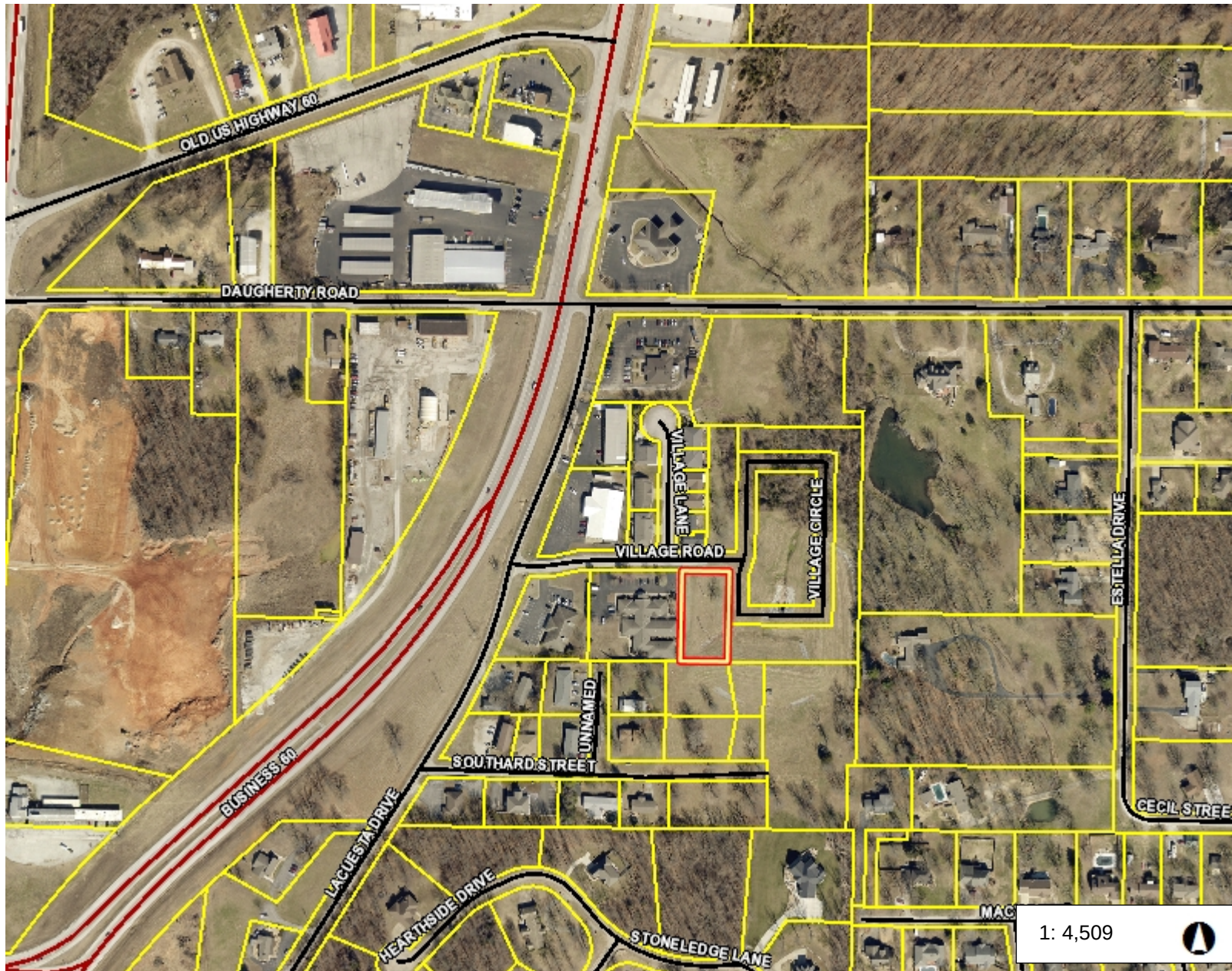


93.9 0 46.97 93.9 Feet

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Notes

Neosho, MO



Legend

Neosho Streets

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□ Parcel

1: 4,509



751.5 0 375.74 751.5 Feet

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Notes

REQUESTED COUNCIL MEETING DATE: June 6, 2023

ITEM: Bill No. 2023-153: Agreement with Benny's Lawn & Landscaping for Neosho IOOF Cemetery

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

- 1. Bill No. 2023-153 Benny's Lawn and Landscaping RE IOOF cemetery lawn and landscaping services 2023**
 - 2. Contract with Benny's Lawn and Landscaping K RE IOOF cemetery lawn and landscaping services 2023**
-

PURPOSE:

To seek Council's approval of the three year contract with Benny's Lawn & Landscaping for lawn care services at the Neosho IOOF Cemetery.

BACKGROUND:

During the May 2, 2023 Council Meeting, council approved the bid from Benny's Lawn and Landscaping in the amount of \$93,000.00 for the lawn care services at the Neosho IOOF Cemetery. The city has been contracted with this company since 2020 for these services and has been very happy with this company.

RECOMMENDATION:

Staff recommends approving Bill No. 2023-153 and approving the Mayor to sign after final reading.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Benny Boswell d/b/a Benny's Lawn & Landscaping, for the purpose of providing lawn and landscaping services at the Neosho IOOF Cemetery for the not to exceed price of Ninety-Three Thousand and 00/100 Dollars (\$93,000.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement by and between the City of Neosho, Missouri, and Benny Boswell d/b/a Benny's Lawn & Landscaping for the purpose of providing lawn and landscaping services at the Neosho IOOF Cemetery for the not to exceed price of Ninety-Three Thousand and 00/100 Dollars (\$93,000.00), a true and accurate copy of said agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

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

Section 3. That this Ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2023, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is entered into this _____ day of _____ 2023 (“the Effective Date”), by and between the City of Neosho, Missouri (hereinafter “City”), and Benny Boswell, d/b/a Benny’s Lawn & Landscaping (hereinafter “Contractor”), and with City and Contractor being referred to collectively as “the Parties.”

WHEREAS, City desires to engage an independent contractor for the purpose of providing lawn and landscaping services at the Neosho IOOF Cemetery, as described in City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Contractor desires to be engaged as an independent contractor for the purpose of providing lawn and landscaping services at the Neosho IOOF Cemetery, as described in Contractor’s Response to City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, Contractor has become the lowest and best Offeror for performing said services.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Term. The term of this Agreement is October 1, 2023 to September 30, 2026, unless terminated as provided herein.

2. Contractor’s Services. Contractor agrees to diligently perform in a professional and workmanlike manner the scope of services specified in City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit A and Contractor’s Response to City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit B. Contractor agrees to provide lawn and landscaping services at the Neosho IOOF Cemetery. Contractor agrees to diligently perform in a professional and workmanlike manner the following services:

a. Lawn and landscaping services, including mowing, pruning, and trimming all vegetation, including grass, shrubs, and trees. Contractor shall remove all clippings from headstones, markers, sidewalks, and driveways. Contractor shall remove all leaves, limbs, brush, and trash. Contractor is not required to maintain the area of the IOOF Cemetery maintained by the Sons of the Confederacy. Contractor shall perform the foregoing services on a weekly basis.

b. If City gives Contractor notice of a burial, Contractor shall provide the foregoing lawn and landscaping services in the area of the burial site so as to make the site appear presentable at the time of burial. Contractor shall not perform any work during a burial.

c. Contractor shall exercise reasonable care so as not to damage any headstones or markers. If Contractor damages a headstone or marker, he shall immediately notify City.

d. City and Contractor may agree to additional services as herein provided.

3. Costs and Payment. City shall pay Contractor as set forth herein, which shall constitute full and complete compensation for Contractor's work. City shall pay Contractor Ninety-Three Thousand and 00/100 Dollars (\$93,000.00) – full amount of contract – as follows. Contractor shall be paid in monthly installments of Seven Thousand Seven Hundred Fifty and 00/100 Dollars (\$7,750.00). In no event shall City be liable for overtime pay. Contractor shall provide all labor, materials, and equipment.

4. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Contractor is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Contractor is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

5. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

6. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

7. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Contractor shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Contractor's reasonable attorney's fees and expenses.

8. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Newton County, Missouri.

9. Compliance with Laws. Contractor shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

10. Consequential Damages. In no event shall City be liable to Contractor for special, indirect, or consequential damages.

11. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Proposal, and Contractor's Response to City's Request for Proposal. In the event of conflict between the contract documents, this Agreement will prevail. In

the event of conflict between City's Request for Proposal and Contractor's Response to City's Request for Proposal, City's Request for Proposal will prevail.

12. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

13. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

14. Indemnification. To the fullest extent permitted by law, Contractor agrees to defend with counsel selected by City, and indemnify and hold harmless City, its officers, engineers, representatives, agents, and employees from and against any and all liabilities, damages, losses, claims, or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by City or others, arising from breach or enforcement of this Agreement or out of services and operations negligently performed hereunder by Contractor, or claims relating thereto, and including but not limited to City's reliance on or use of the services or products provided by Contractor under the terms of this agreement. Contractor shall not be liable for any loss or damage attributable solely to the negligence of City.

15. Insurance. Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect it and the interests of City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement. Such policies shall name 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/sovimunity.php>)

16. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Contractor at the addresses as follows:

City of Neosho, Missouri
ATTN: David Kennedy
203 E. Main St.
Neosho, MO 64850

Benny's Lawn & Landscaping
ATTN: Benny Boswell
P.O. Box 535
Neosho, MO 64850

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

17. Payment for Labor and Materials. Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

18. Representations. The signatories hereto represent and warrant that they have read

this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

19. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

20. Termination. City reserves the right to terminate this contract by giving at least five (5) days prior written notice to Contractor, without prejudice to any other rights or remedies of City, should Contractor be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly fail or refuse to supply enough properly skilled workmen or proper material, or if Contractor should fail or refuse to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of City or fail to observe or perform any provisions of the contract. City may terminate this Agreement, without cause, by giving Contractor thirty (30) days' written notice of the same.

21. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

22. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF NEOSHO, MISSOURI

Benny's Lawn & Landscaping

Richard Davidson, Mayor

Benny Boswell

ATTEST:

Cheyenne Wright, City Clerk

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Benny Boswell d/b/a Benny's Lawn & Landscaping, for the purpose of providing lawn and landscaping services at the Neosho IOOF Cemetery for the not to exceed price of Ninety-Three Thousand and 00/100 Dollars (\$93,000.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement by and between the City of Neosho, Missouri, and Benny Boswell d/b/a Benny's Lawn & Landscaping for the purpose of providing lawn and landscaping services at the Neosho IOOF Cemetery for the not to exceed price of Ninety-Three Thousand and 00/100 Dollars (\$93,000.00), a true and accurate copy of said agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

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

Section 3. That this Ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2023, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is entered into this _____ day of _____ 2023 (“the Effective Date”), by and between the City of Neosho, Missouri (hereinafter “City”), and Benny Boswell, d/b/a Benny’s Lawn & Landscaping (hereinafter “Contractor”), and with City and Contractor being referred to collectively as “the Parties.”

WHEREAS, City desires to engage an independent contractor for the purpose of providing lawn and landscaping services at the Neosho IOOF Cemetery, as described in City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Contractor desires to be engaged as an independent contractor for the purpose of providing lawn and landscaping services at the Neosho IOOF Cemetery, as described in Contractor’s Response to City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, Contractor has become the lowest and best Offeror for performing said services.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Term. The term of this Agreement is October 1, 2023 to September 30, 2026, unless terminated as provided herein.

2. Contractor’s Services. Contractor agrees to diligently perform in a professional and workmanlike manner the scope of services specified in City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit A and Contractor’s Response to City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit B. Contractor agrees to provide lawn and landscaping services at the Neosho IOOF Cemetery. Contractor agrees to diligently perform in a professional and workmanlike manner the following services:

a. Lawn and landscaping services, including mowing, pruning, and trimming all vegetation, including grass, shrubs, and trees. Contractor shall remove all clippings from headstones, markers, sidewalks, and driveways. Contractor shall remove all leaves, limbs, brush, and trash. Contractor is not required to maintain the area of the IOOF Cemetery maintained by the Sons of the Confederacy. Contractor shall perform the foregoing services on a weekly basis.

b. If City gives Contractor notice of a burial, Contractor shall provide the foregoing lawn and landscaping services in the area of the burial site so as to make the site appear presentable at the time of burial. Contractor shall not perform any work during a burial.

c. Contractor shall exercise reasonable care so as not to damage any headstones or markers. If Contractor damages a headstone or marker, he shall immediately notify City.

d. City and Contractor may agree to additional services as herein provided.

3. Costs and Payment. City shall pay Contractor as set forth herein, which shall constitute full and complete compensation for Contractor's work. City shall pay Contractor Ninety-Three Thousand and 00/100 Dollars (\$93,000.00) – full amount of contract – as follows. Contractor shall be paid in monthly installments of Seven Thousand Seven Hundred Fifty and 00/100 Dollars (\$7,750.00). In no event shall City be liable for overtime pay. Contractor shall provide all labor, materials, and equipment.

4. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Contractor is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Contractor is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

5. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

6. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

7. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Contractor shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Contractor's reasonable attorney's fees and expenses.

8. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Newton County, Missouri.

9. Compliance with Laws. Contractor shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

10. Consequential Damages. In no event shall City be liable to Contractor for special, indirect, or consequential damages.

11. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Proposal, and Contractor's Response to City's Request for Proposal. In the event of conflict between the contract documents, this Agreement will prevail. In

the event of conflict between City's Request for Proposal and Contractor's Response to City's Request for Proposal, City's Request for Proposal will prevail.

12. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

13. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

14. Indemnification. To the fullest extent permitted by law, Contractor agrees to defend with counsel selected by City, and indemnify and hold harmless City, its officers, engineers, representatives, agents, and employees from and against any and all liabilities, damages, losses, claims, or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by City or others, arising from breach or enforcement of this Agreement or out of services and operations negligently performed hereunder by Contractor, or claims relating thereto, and including but not limited to City's reliance on or use of the services or products provided by Contractor under the terms of this agreement. Contractor shall not be liable for any loss or damage attributable solely to the negligence of City.

15. Insurance. Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect it and the interests of City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement. Such policies shall name 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/sovimunity.php>)

16. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Contractor at the addresses as follows:

City of Neosho, Missouri
ATTN: David Kennedy
203 E. Main St.
Neosho, MO 64850

Benny's Lawn & Landscaping
ATTN: Benny Boswell
P.O. Box 535
Neosho, MO 64850

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

17. Payment for Labor and Materials. Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

18. Representations. The signatories hereto represent and warrant that they have read

this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

19. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

20. Termination. City reserves the right to terminate this contract by giving at least five (5) days prior written notice to Contractor, without prejudice to any other rights or remedies of City, should Contractor be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly fail or refuse to supply enough properly skilled workmen or proper material, or if Contractor should fail or refuse to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of City or fail to observe or perform any provisions of the contract. City may terminate this Agreement, without cause, by giving Contractor thirty (30) days' written notice of the same.

21. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

22. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF NEOSHO, MISSOURI

Benny's Lawn & Landscaping

Richard Davidson, Mayor

Benny Boswell

ATTEST:

Cheyenne Wright, City Clerk

REQUESTED COUNCIL MEETING DATE: June 6, 2023

ITEM: Bill No. 2023-154: MOU with HSTCC and City of Neosho for USDA Grant

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. Bill No. 2023-154 HSTCC RE Recycling Center Grant-USDA
 2. MOU with the City of Neosho Recycling Center and HSTCC-Grant
-

PURPOSE:

To seek the council's approval of an MOU between the City of Neosho and HSTCC to seek money through a composting and food waste grant from USDA

BACKGROUND:

HSTCC has agreed to write and pursue a grant on behalf of the City of Neosho. This grant has funding available for purchasing a new skid loader and a bin for accepting food waste. The MOU will give HSTCC the ability to be the project manager for the grant and submit proper documents for the application.

RECOMMENDATION:

The City Staff recommends council approve the MOU with HSTCC and authorize the mayor to sign it.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with the Harry S Truman Coordinating Council, a political subdivision of the State of Missouri, for the purpose of applying for a Composting and Food Waste Reduction grant related to the Neosho Recycling Center; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement by and between the City of Neosho, Missouri, and the Harry S Truman Coordinating Council, a political subdivision of the State of Missouri, for the purpose of applying for a Composting and Food Waste Reduction grant related to the Neosho Recycling Center, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

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

Section 3. That this Ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2023, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is entered into on this June 1st, 2023 (the "Effective Date") between:

Harry S Truman Coordinating Council (HSTCC), located at 107 N Jefferson St, Neosho, MO 64850, represented by Carrie Campbell, Executive Director, herein referred to as the "Project Manager,"

and

City of Neosho, located at 200 Nelson Ave, Neosho, MO 64850, represented by Nate Siler, Public Works Director, 417-451-8071, herein referred to as "City of Neosho".

1. Project Name:

- a. The project under this MOU refers to the City of Neosho Food Waste Reduction and Composting Project 2023, hereinafter referred to as the "Project."

WHEREAS, the Project Manager will submit a project proposal (the "Project") to the United States Department of Agriculture (USDA) for potential funding;

WHEREAS, the City of Neosho is willing to collaborate with the Project Manager and contribute to the successful execution of the Project, pending Project approval;

NOW, THEREFORE, the Project Manager and the City of Neosho hereby agree as follows:

2. Project Description:

- a. The Project Manager shall provide a detailed description of the Project, including its objectives, implementation plan, and expected outcomes, as outlined in the project proposal.
- b. The Project Manager shall provide assistance to the City of Neosho in completing any task described below.

3. Roles and Responsibilities:

- a. The Project Manager shall be responsible for the overall management, coordination, and execution of the Project.
- b. The City of Neosho agrees to provide specific contributions, resources, or expertise as described in the project proposal over the 2-year project period, including:
 - Provide the \$28,000 in match requirement for this project through the salary and fringe benefits of staff at the Neosho Recycling Center over the 2-year project period. Provide a separate letter confirming this match commitment, addressed to the Federal Awarding Agency Contact.
 - Purchase and maintain equipment required for this project (attached), with a total value estimated at \$65,261, to be reimbursed in a timely manner by HSTCC following acquisition of funds from USDA.

- Maintain compost piles and the food waste delivered, including turning compost piles regularly and fostering the pickup of finished compost by stakeholders.
 - Announce the commencement of the composting program.
 - Direct interested parties to the Neosho Recycling Center for composting opportunities.
- c. Both parties shall collaborate and communicate regularly to ensure the smooth implementation of the Project.
4. Confidentiality:
- a. Both parties shall maintain the confidentiality of any non-public information disclosed during the course of this MOU unless otherwise required by law or authorized in writing by the disclosing party.
5. Term and Termination:
- a. This MOU shall commence on the Effective Date and shall remain in effect until the completion of the Project on or before March 1st, 2026, or unless terminated earlier by mutual written agreement of the parties.
- b. Either party may terminate this MOU upon written notice to the other party in the event of a material breach by the other party.
6. Governing Law and Jurisdiction:
- a. This MOU shall be governed by and construed in accordance with the laws of Newton County, Missouri.
7. Entire Agreement:
- a. This MOU, along with the project proposal, constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior discussions, understandings, or agreements, whether written or oral.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Understanding as of the Effective Date.

Harry S Truman Coordinating Council

City of Neosho

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

REQUESTED COUNCIL MEETING DATE: June 6, 2023

ITEM: Request to Apply for Composting and Food Waste Reduction Grant

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. Match Committment Letter
 2. Project Narrative
 3. Project Summary.Grant
 4. Request to Apply for Composting and Food Wate Reduction Grant
 5. Food waste and composting grant opportunity
-

PURPOSE:

To seek grant monies that would benefit the City of Neosho Regional Recycling Center.

BACKGROUND:

Harry S Truman Coordinating Council notified staff of a Grant fund opportunity through USDA about a composting and food waste reduction program. These funds would help with the purchase of a new skid steer and a collection hopper, and an educational component for the community. Once purchased, the Recycling Center will collect food scraps from area residents/businesses/etc, and will maintain a compost pile in a vacant spot behind the facility. There is a 25% match requirement which will be met by the salary of one of our employees at the center.

RECOMMENDATION:

The City Staff recommends that the council authorize staff to submit this application to USDA, NRCS, NHQ, and OUAIP and authorize the Mayor to sign the application and authorize HSTCC to submit the application on behalf of the city.



City of Neosho

203 E. Main St.
Neosho, MO 64850
(417) 451-8050 phone
(417) 451-8065 fax
www.neoshomo.org

Nate Siler
203 East Main Street
Neosho, MO 64850
June 5, 2023

Melanie Krizmanich
Grants Management Specialist
FPAC Business Center
Melanie.Krizmanich@usda.gov

RE: Cost Sharing / Match Commitment Letter for the City of Neosho Food Waste Reduction and Composting Project 2023

Dear Melanie Krizmanich,

I hope this letter finds you well. As the authorized organizational representative of the City of Neosho, I am writing to confirm our contribution towards the project titled "**City of Neosho Food Waste Reduction and Composting Project 2023**" proposed by the Harry S Truman Coordinating Council (HSTCC) for grant opportunity USDA-NRCS-NHQ-CFWR-23-NOFO0001235 - PKG00280591. The City of Neosho is a partner of this project and will be collaborating with HSTCC throughout the project period, as demonstrated in the separate Memorandum of Understanding.

In compliance with the application requirements, we are pleased to provide a third-party contribution towards the aforementioned project. The details of our contribution are as follows:

Name, address, and telephone number of the contributor: City of Neosho, 203 East Main Street, Neosho, MO 64850 417-451-8071

Name of the applicant organization: Harry S Truman Coordinating Council

Title of the project for which the contribution is made: City of Neosho Food Waste Reduction and Composting Project 2023

Dollar amount of the contribution: \$28,000. This will follow a breakdown of \$23,200 in salary and \$4,800 in fringe benefit costs.

The City of Neosho affirms that the contribution will be paid no later than the end of the

award period.

We are honored to contribute to this meaningful project and are confident that our support will make a significant impact. Should you require any further information or have any questions, please do not hesitate to contact me at Nate Siler, 417-451-8071 nsiler@neoshomo.gov.

Thank you for considering our contribution and allowing us to be part of this important initiative. We look forward to witnessing the success of the project and the positive outcomes it will bring.

Sincerely,

Nate Siler
Public Works Director
203 East Main Street
Neosho, MO 64850
417-451-8071

Project Narrative

I. Introduction

The Harry S Truman Coordinating Council (HSTCC) is the regional planning commission, otherwise known as a council of government, for 4 counties in southwest Missouri. HSTCC has been the regional planning commission since 1962 and has oversight of all planning activities for 67 communities with a total population of 228,000. This project is a collaboration among City of Neosho, the Neosho Recycling Center (NRC), Westview C-6 school district, Region M Waste Management District, the Neosho School District (NSD), and HSTCC to enhance regional food waste reduction and composting efforts.

The project will implement an educational component to reduce the source of food waste, along with a composting component to divert remaining food waste from landfills. The composting component will be implemented in the City of Neosho and will serve the greater Newton County area in which the city resides, while the educational component will reach our entire 4 county region.

Demographic information from the US Census Bureau for Neosho and Newton County is summarized in **Table 1** below. This narrative uses data from both Newton County and the City of Neosho because the project will impact all Newton County residents. According to the Department of Housing and Urban Development, **47.46% of Neosho qualify as low-moderate income**. However, the project is located in a block group with a low-moderate income rate of 81.65% (see Figure 1, Page 11).

Table 1: Demographics

	United States	Newton County	City of Neosho
Population	333,287,557	60,011	12,687 (21% of County Population)
Mean Per Capita Income	\$37,638	\$30,218 (19.7% Below US Mean)	\$21,124 (43.9% Below US Mean)
Median Household Income	\$69,021	\$55,820 (19.1% Below US Median)	\$45,471 (34.1% Below US Median)
Poverty Rate	11.6%	15.1% (30.2% Above US Average)	22.4% (93.1% Above US Mean)

Problem Assessment

Neosho and the surrounding county have observed the problem of excess food waste reaching landfills. According to the EPA, the average person produces 4.9 pounds of trash daily, and nearly 25% of that trash is compostable food waste. This amounts to roughly 349 pounds of food waste annually, as shown by a similar EPA evaluation of 2019. Furthermore, the amount of per capita food waste has been increasing by roughly 2% annually.

When food waste is disposed of in landfills, a valuable resource is lost. Food scraps can be used to create nutrient-rich compost, which, if exploited by agricultural producers, can reduce the need for

synthetic fertilizers and greatly improve soil quality. Compost can also greatly increase soil organic matter, reduce erosion, and increase soil water holding capacity. Additional benefits follow, such as reduced input costs for farmers, reduced social cost of erosion, improved air quality, and lower risk of floods. Furthermore, when organic matter decomposes outside of landfills such as in compost piles, significantly fewer greenhouse gas emissions are produced.

Neosho residents need an established composting program in order to achieve these benefits and to divert food waste from landfills. This project proposes the introduction of an educational campaign to reduce the source of surplus food waste and, additionally, the implementation of a composting program to divert leftover food waste from landfills. The educational component will reduce the source of surplus food waste by educating and collaborating with community members, businesses, schools, and municipalities (referred to hereinafter as stakeholders) on the consequences of and alternatives to food waste.

The composting component will utilize designated land in the Neosho Recycling Center to create drop-off locations and compost piles. Compost will be maintained by Neosho Recycling Center staff who have the required expertise from similar existing projects but lack the required equipment and machinery. The composting program would be available not only to the community members of Neosho and the surrounding county, but also to the numerous farms and food processing plants that generate significant quantities of food waste as a result of production processes. The compost created will be available to agricultural producers, community gardens, and residents, which will allow for further environmental objectives to be met.

Based on the EPA's statistics and the US Census Data, Neosho's population can be estimated at having the capacity to divert up to 4,427,763 pounds of food waste from landfills every year. When combined with the total population of Newton County, up to 20,943,839 pounds of food waste could be diverted annually. If current trends continue, these figures will increase by 2% annually in addition to the 1.4% average annual population increase, for a total estimated annual increase of 3.4%.

Furthermore, the largest land use of Newton County is agriculture, requiring 55.7% of all land; this is nearly 10x the next largest anthropogenic land use. In 2017, the USDA estimated that U.S. farmers generated over 370 million tons of agricultural waste, yet only about 3% was composted. By collaborating with the numerous food processing plants and farms, Neosho alone has the potential to divert significantly more than 4,427,763 pounds of food waste annually.

II. Goals and Objectives

The overarching goal of this project is to reduce the amount of food waste that enters landfills. This goal will be achieved by the implementation of the educational campaign and composting program that will minimize the consequences of food waste on the environment and communities as a whole. A complete list of project objectives is shown below, followed by the component of the project that will enable the respective objective:

- Reduce greenhouse gas emissions: Educational campaign & composting program
- Reduce municipal food and waste: Educational campaign

- Divert residential and commercial food waste from landfills: Composting program
- Generate compost: Composting program
- Increase access to compost for agricultural producers: Composting program
- Reduce reliance on, and limit the use of, fertilizer: Composting program
- Improve soil quality: Composting program
- Encourage waste management and permaculture business development: Composting program
- Increase rainwater absorption: Composting program

These objectives and how they will be obtained are further discussed in section ***III Procedures and Work Plan.***

Food Recovery Hierarchy

According to the EPA's Food Recover Hierarchy, source reduction is the most important factor in addressing food waste. Therefore, the educational component is aimed at source reduction. The educational component will also include demonstration of the benefits of redirecting food waste to feeding hungry people and animals. These will be considered the most-preferred food waste recovery activities. Food waste that persists after source reduction activities will further address the Food Recovery Hierarchy through the introduction of a composting program.

Climate Change

Globally, agricultural emissions are one of the leading causes of climate change. According to the Intergovernmental Panel on Climate Change, agriculture accounts for approximately 24% of global anthropogenic greenhouse gas (GHG) emissions and 38% of land use. However, as noted previously, 55.7% of Newton County is designated to agriculture – a 47% increase over the global average. It can therefore be roughly estimated that Newton County's agricultural sector is responsible for 47% more emissions than the global agricultural average, or 35% of the county's total emissions.

It must be noted that climate change is not limited to specific regions or geographies. In other words, emissions typically, regardless of where they are generated, equally contribute to the atmospheric GHG concentrations. This is significant because it means that emissions reductions in Newton County have the potential to assist in *global* emissions reduction targets. While Newton County's estimated agricultural emissions are high, it signifies that there is large potential for GHG emissions reductions if emissions from agriculture can be reduced.

The following list shows each project activity that would lead to GHG emissions reductions:

- Reducing the source of food waste means that less food needs to be produced. As explained above, if food can be better preserved, reductions in emissions will follow. When food waste is fed to animals, a similar benefit is obtained where less animal feed needs to be produced. This aspect will be targeted by the educational campaign.

- Food waste releases more GHG emissions when decomposed in landfills than when composted – notably methane, which has a 20-year global warming potential 84 to 87 times that of carbon dioxide. Landfills account for 15-20% of total methane emissions.
 - The EPA states that composting food scraps could reduce methane emissions by up to 99% compared to landfilling.
- Compost will be made available to agricultural producers.
 - Compost is a nutrient dense substance that can reduce the use of synthetic fertilizers. When certain fertilizers are manufactured, nitrous oxide is released as a byproduct; it is estimated that fertilizer production is responsible for roughly 60% of global N₂O emissions. N₂O has a 20-year global warming potential 265 to 298 times that of carbon dioxide. A study by the Rodale Institute found that compost used in agriculture reduced the need for synthetic nitrogen fertilizer by up to 50%. Similarly, a study by the University of Wisconsin-Madison found that using compost reduced the need for synthetic phosphorus fertilizer by up to 75%.
 - Compost applied to soil greatly improves soil health by increasing soil organic matter, reducing erosion, and increasing water absorption rates and total capacities. Healthier soils are better able to support vegetation that further sequesters carbon from the atmosphere. Also resulting would be decreases in air pollution, runoff and waterbody contamination, risk of flood, and susceptibility to drought.

Underserved Communities

Based on data from the Department of Housing and Urban Development, the proposed project is situated in an area with a substantial low-moderate income population, at 81.65% of the population. The direct beneficiaries of this project would be the residents residing in this area, as they would have access to the compost produced from the initiative at no cost. This arrangement holds significant potential for positive impact: agricultural producers stand to experience notable reductions in input costs, while the broader community would benefit from mitigated environmental harm (see Figure 1, Page 11).

III. Procedures and Work Plans

The two primary methods for achieving the project goals and objectives will be the introduction of an educational campaign and a composting program. The educational campaign will be carried out by HSTCC, Region M Waste Management District, Neosho School District, and Westview C-6 School District. The composting program will be managed by HSTCC, City of Neosho, and Neosho Recycling Center. Partners and their responsibilities/experience are discussed beyond this section in section *IV Collaborators*.

Educational Campaign Work Plan

The educational campaign will focus on priorities higher on the Food Recovery Hierarchy than composting. It will prioritize source reduction, feeding hungry people, and feeding animals. This component of the project is most broad in addressing segments of the food chain; the educational campaign will cover consumers, food purchasing, preparation, storage, and preservation. The educational component will achieve these goals through the following:

- Creating and hosting a forum that stakeholders can utilize to gather and collaborate on innovative solutions. Food processing plants and businesses will be considered key in this forum due to the amounts of food waste generated. Developing plans to use food waste to feed hungry people and animals will be prioritized. It will therefore also be considered key to involve local food donation centers and other entities that accept excess food.
- Creation and distribution of educational materials. These will be shared and displayed in public areas, schools, newspapers, and websites.
- Educating stakeholders on the harmful effects of food waste. This will include environmental, social, and economic effects.
- Educating stakeholders on alternatives to landfilling food waste, such as feeding food waste to hungry people, animals, and composting.
- 2 partners of this project are schools. They will distribute educational materials and incorporate project goals into community events and classroom lessons.
- The remaining 3 partners of this project have large audiences of stakeholders and will further spread and promote educational materials.

Composting Program Work Plan

The composting program will divert food waste from landfills that persist after items higher on the Food Recovery Hierarchy are addressed. Certain food wastes will always remain as byproducts of food production, and not all food waste is edible for humans or animals. Therefore, composting plays a key function in diverting food waste from landfills. This component of the project will primarily address the food chain segments of consumers, in addition to producers and other stakeholders. There are currently no existing food waste reduction, recovery, and disposal activities in the Neosho area, further highlighting the need for this component.

This project proposes utilizing pre-designated land at the Neosho Recycling Center (NRC) to establish a composting site at which stakeholders could dispose of food waste. The Neosho Recycling Center is widely utilized, so this site provides a convenient location for this project by allowing for the disposal of recyclables and compostable materials in one location.

Currently at the NRC, there are many different existing collection hoppers for the sorting of individual recyclables. The NRC needs only the addition of one (1) hopper, which will be the drop off location for smaller amounts of food waste – primarily by residents. The compost will then be transported by forklift (already in possession) to the correct composting pile. The NRC has already designated a location near the hopper that will be used for these composting piles ([see submission under “Other Attachment Forms” in project application](#)). The designated location is roughly 200m x 200m and is therefore able to accommodate a large amount of food waste. There is an adjacent site of roughly equivalent size that can be utilized if needed as well. Large amounts of food waste from, for example, food processing plants or farms, will have direct access to the compost piles and adjacent land and could therefore deliver food waste directly to the composting piles. There is a road that connects the designated land to the main street.

The composting program aims to maximize emission reductions by minimizing the occurrence of anaerobic conditions that lead to the production of methane. Achieving this will require frequent turning of the compost pile, maintaining a proper balance of nitrogen and carbon sources, and maintaining an ideal moisture level. The NRC has an abundance of available carbon inputs such as wood chips and yard waste due to an existing yard composting effort in the City of Neosho. In addition to the collection hopper, this program needs one (1) front-loading skid steer that is capable of turning compost. Shown below are the rough steps that will be followed. However, composting is a fluid process and changes may be necessary based on the project progression.

1. Prepare the base of every new compost pile by creating a base layer of organic materials, such as wood chips, straw, or dry leaves, to promote aeration and absorb excess moisture.
2. Continuously add new food waste (nitrogen rich, “greens”) to the pile from either the collection hopper or larger drop-offs. Additionally, add carbon rich materials (browns) to achieve a proper carbon to nitrogen ratio. 1-part browns to 1-part greens will be sought. Note that this is not an exact measurement and depends on a variety of factors, including density of packed materials. Turn the pile once every 1-2 weeks with the skid steer.
3. Once the pile has a large percent of materials well into the decomposition process or the pile becomes too big to turn, a new pile will be started. Old piles will still be turned every 1-2 weeks, but the frequency can decrease as decomposition progresses.
4. Monitor moisture levels, smell, and temperature and adjust accordingly. Low temperatures, high smell, or high moisture levels can be remedied with more carbon-rich materials. Piles will take several months to a year to finish the decomposition process.

Compost Availability for Agricultural Producers

It is estimated that the first batch of finished compost will be available after 1 year, at which point it will become available to stakeholders. It will be available for pickup at no cost at the NRC. There will be a cap put in place (to be determined) based on the amount of compost generated to ensure numerous stakeholders have access to finished compost. Agricultural producers and community gardens will be prioritized and have larger caps.

Compost Benefits

High quality compost is essential. As discussed in the previous sections, compost has the ability to provide numerous economic and environmental benefits. As a result of compost’s high nutrient value, agricultural producers would see a reduced need for fertilizers. This could lead to a sizeable decrease in input costs for farmers. As noted previously, studies have demonstrated utilizing compost could reduce the use of nitrogen and phosphorus fertilizers by up to 50% and 75%, respectively.

The average expenditure on fertilizers per acre in the United States ranges from approximately \$100 - \$300. Compost therefore has the ability to decrease the cost spent on fertilizer by roughly \$50 - \$150 per acre. Newton County has just under 14,000 acres of cultivated crop land (not including pasture/hay fields). If every acre applies fertilizer assuming the previous statistics, the use of compost has the potential to reduce the economic burden of fertilizer application by \$700,000 – \$2,100,000 annually. According to Census Data, there are 774 agricultural workers in Newton County, meaning

a potential average savings of \$904 - \$2,713 per year per worker, or roughly 3-9% of the average Newton County per capita annual income of \$30,218 (or 4-13% for the City of Neosho's \$21,124).

Additional benefits of applying compost include increasing soil organic matter content by up to 50%, reducing erosion by up to 90%, and increasing soil water holding capacity by up to 40%. These create positive knock-on effects such as reduced labor and water costs on farms, reduced social cost of erosion, improved air quality, and lower risk of floods. These benefits in addition to the emissions reduction potential of diverting food waste from landfills described previously.

Deliverables

HSTCC will be the primary entity responsible for executing deliverables. However, certain partners have assumed responsibility for some. The following list is organized in Figure 2, Pages 12-13.

- Create and host a waste reduction forum for food processors and other stakeholders. Recurring as necessary.
- 6 educational pamphlets addressing the harmful effects of food waste and/or the benefits of alternatives to landfilling. Created and distributed to partners for further distribution to their respective audiences. 1 pamphlet will be created per following topic:
 - Environmental effects and/or benefits
 - Social effects and/or benefits
 - Economic effects and/or benefits
 - Feeding food waste to hungry people
 - Feeding food waste to animals
 - Composting, general
- 6 food waste/composting lessons/activities in classrooms.
- 4 food waste/composting sessions at community events held by schools.
- 5 composting banners to announce the composting program for partners to display at community events.
- 1 newspaper advertisement to announce the composting program.
- 2 food waste drop-off locations available to stakeholders (collection hopper and direct access).
- 8 quarterly reports with estimated food waste diversion from landfills.
- Self-sustaining composting program open to stakeholders.
- Finished compost available to stakeholders.
- Further inquiry with local municipalities, food processing plants, and other large entities on increasing participation in composting and/or food waste reduction strategies.

Timeline

March 1 st , 2024	• Project begins • Inform communities about the new composting opportunities
March 15th, 2024	• Purchase skid steer and collection hopper • Begin producing educational materials • Partners begin educational campaign
May 1 st , 2024	• Acquire skid steer and collection hopper • Begin accepting food waste

	• Prepare 1st compost pile, turning every 1-2 weeks from this point forward • Begin distribution of educational materials
June 1 st , 2024 – Indefinite	• Prepare additional compost piles as necessary • Monitor compost piles for temperature, moisture, and smell. Make adjustments as necessary
May 1 st , 2025 – Indefinite	• First compost pile is complete. Compost is now available to stakeholders
March 1 st , 2026	• Grant period ends. Composting program continues operations

Reporting of Outcomes

Outcomes will be reported in quarterly progress reports. See section *V Evaluation* for more information.

Challenges

The expected challenges of this project are described below. Challenges and solutions will be further documented in quarterly progress reports.

- Determining the proper ratio of browns to greens: Ratios will change if material is densely packed food waste or loosely packed straw, for example. For this reason, it will be difficult to determine what 1-part of green and 1-part of brown look like. NRC staff will therefore use context clues to determine necessary adjustments. For example, if the compost smells like ammonium, it is likely that more brown material is needed. HSTCC will monitor as well.
- Measuring the amount of food waste diverted: Without a weighing device, it will be difficult to determine the exact amount of food waste diverted from landfills. It will instead be estimated using volume and a set density average. See section *V Evaluation*.

IV. Collaborators

An overview list of partners is listed below:

1. City of Neosho
2. Neosho Recycling Center
3. Region M Waste Management District
4. Westview C-6 School District
5. Neosho School District

Due to the number of collaborators, a detailed list is available in Figure 3, Pages 14-15 that describes the partner contact information, reason for selection, and partnership arrangement/responsibilities. All partners are considered critical pieces for successful execution of this project. HSTCC will be responsible for overseeing the partnership arrangements and will assist in the implementation of listed responsibilities. HSTCC will also foster and encourage communication among partners to ensure full collaboration. Partners will be invited to all meetings and forums held to collectively innovate ways to expand the educational and composting components respectively. Full Memorandums of Understanding are attached to the project application under “Other Attachment Forms”.

V. Evaluation

The diversion of food waste from landfills will be quantified based on the volume of food waste collected, measured in cubic meters. By utilizing an average density value for food waste, it is possible to then provide a rough estimate of the weight of food waste assumed to be diverted from landfills. Both the volume and weight of food waste estimated to be diverted will be reported in quarterly reports by HSTCC. However, this calculation will only be made for each compost pile once food waste is no longer added to that pile in order to avoid double calculations errors. Outcomes of the educational campaign will also be reported in quarterly progress reports and will include meetings held, progress of partners, stakeholders contacted, and educational materials released.

The final output of food waste in finished piles will be reported in cubic meters. Using this volume, the weight of the original input of food waste will be estimated using an average for the density of food waste. The weight diverted from landfills will be estimated using these values in the following formula:

$$\text{Weight of food waste (kg)} = \text{Volume of food waste (m}^3\text{)} \times \text{Density of food waste (kg/m}^3\text{)}$$

The density of food waste typically ranges from 400 to 700 kg/m³ for grains and cereals and 400 to 800 kg/m³ for fruits and vegetables. An average density of 600 kg/m³ will be assumed.

Note that these are rough estimates. Without an industrial scale, it is impossible to determine the exact weight of food waste collected. However, every step will be taken to ensure volumetric measurements are taken as precisely as possible. Food waste diverted for human or animal consumption, particularly by food processing plants, will be measured with the same formula.

Economic Benefit

According to the USDA, up to 10, but as low as 1-2 tons of compost will be needed per acre of cropland. Assuming the midpoint of 5 tons per acre, an estimated reduction in fertilizer costs could be achieved. As described previously, farmers could see a \$50 - \$150 reduction in fertilizer costs per acre by utilizing compost. Therefore, every 5 tons of compost generated will be reported as having potential to lower input costs by an average of \$100, or \$20 per ton.

Newton County's total food waste diversion potential was estimated to be 20,943,839 pounds. Assuming a conservative estimate of 30% weight loss during composting, we can calculate the weight of compost using the following formula:

$$\text{Weight of compost} = \text{Weight of food waste} - (\text{Weight of food waste} * \text{Weight loss percentage})$$

Therefore, the potential compost generated annually by Newton County is 14,660,687.3 pounds or 7,330.34 tons. Using 5 tons per acre, 1,466.068 acres could be fully applied, for a reduced input cost of \$146,606.8 annually (\$100 per acre with 5 tons of compost applied).

This formula will be used to estimate the weight of compost generated by this project. The resulting fertilizer cost savings will be reported in quarterly progress reports. For a full evaluation plan and timeline, see figure 2 (Pages 12-13).

Expansion

The success of this program will be shared with nearby communities, counties, and recycling centers, with the goal of replicating this project in the future. HSTCC will pursue this expansion through future funding opportunities.

VI. Self-Sustainability

Upon the conclusion of the project period, every aspect of the composting component will continue to operate at full capacity. The sustained functionality of the program can be attributed to the favorable conditions already in place: pre-designated land, suitable labor capacity, and a strong existing desire within the community to develop a composting initiative. These essential elements ensure the continuation of the program and its ability to thrive beyond the project period.

The incorporation of a composting hopper into the existing operations of the Neosho Recycling Center would be a seamless integration due to the striking similarities in the daily activities already carried out. The recycling center's staff is adept at operating machinery to handle various collection hoppers on a regular basis, and the addition of a composting hopper would simply be an extension of these operations. Building upon its successful track record spanning many years, the recycling center's staff has consistently demonstrated their capacity and expertise in managing such endeavors.

Furthermore, the additional task of maintaining compost piles would require minimal effort. The recycling center already oversees a woodchip and scarp tree pile adjacent to the proposed compost pile location. Although lacking a skid steer for composting, the proximity of the established yard waste pile demonstrates their preparedness to expand their operations. By acquiring the necessary equipment, the staff's familiarity with operating similar machinery in the immediate vicinity ensures a smooth transition. This strategic utilization of existing resources and expertise maximizes efficiency and paves the way for the establishment of a comprehensive composting program at the Neosho Recycling Center.

The sole impediment to the program's initiation lies in the unavailability of funds required to acquire the necessary equipment. A one-time infusion of federal funds would allow for the necessary acquisitions to kickstart the composting program, allowing it to become self-sufficient.

Figure 1: Project Location and LMI Percent

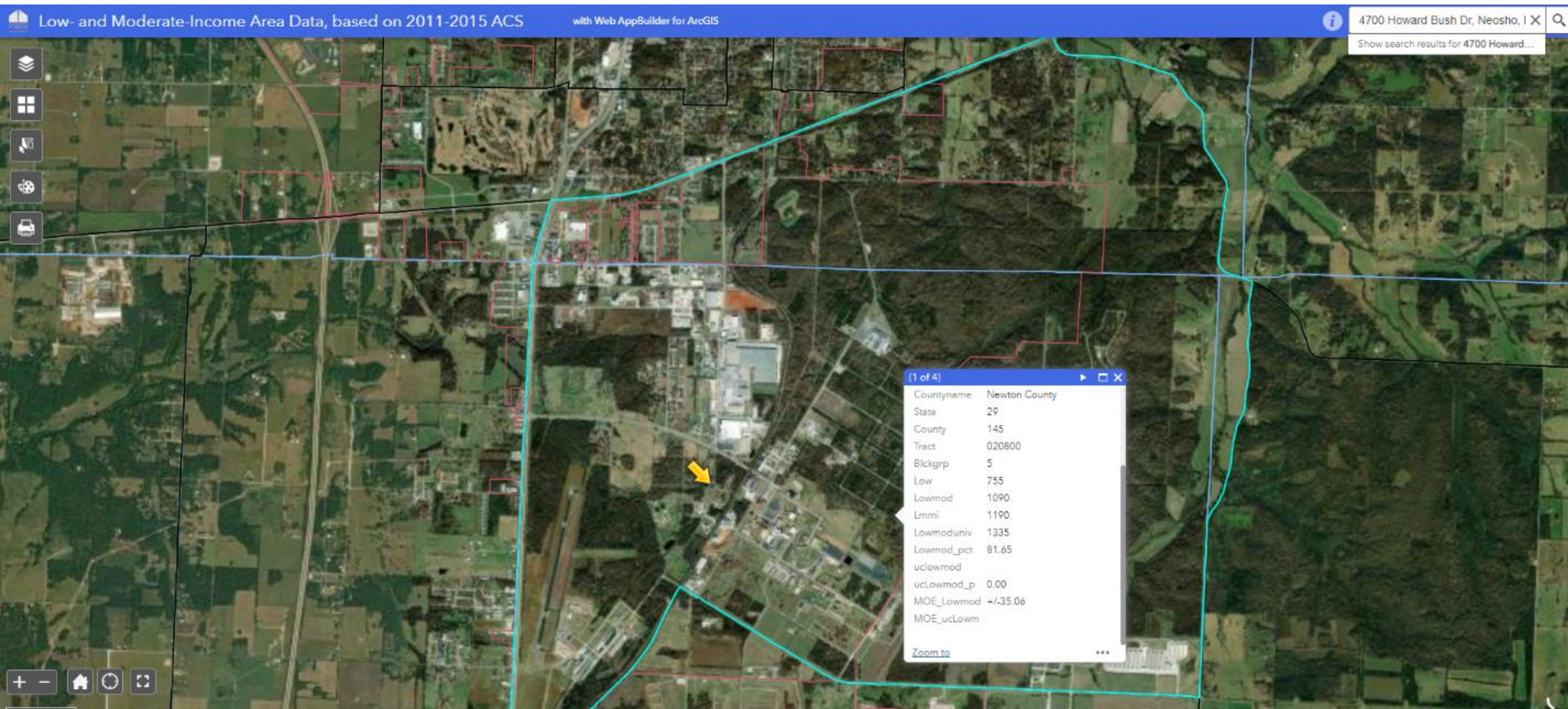


Figure 1: The location of the Neosho Recycling Center is shown by the yellow arrow. Additionally shown is the area LMI percent, which stands at 81.65%.
Source: <https://hud.maps.arcgis.com/apps/webappviewer/index.html?id=ffd0597e8af24f88b501b7e7f326bedd>

Figure 2: Evaluation Plan and Timeline

	Activity	Who?	Where?	How?	When?	Verifiable Indicator
Objectives	Reduce municipal food and waste	City of Neosho / NRC	NRC	Compost Component	May 1 st , 2024 - Indefinite	Weight of Food Waste Formula
	Divert food waste from landfills	City of Neosho / NRC	NRC	Compost Component	May 1 st , 2024 - Indefinite	Weight of Food Waste Formula
	Reduce greenhouse gas emissions	City of Neosho / NRC	NRC	Compost Component	May 1 st , 2024 - Indefinite	Weight of Food Waste Formula
	Generate compost	City of Neosho / NRC	NRC	Compost Component	May 1 st , 2025 - Indefinite	Weight of Compost Formula
	Increase access to compost for agricultural producers	City of Neosho / NRC	NRC	Compost Component	May 1 st , 2025 - Indefinite	Weight of Compost Formula
	Reduce reliance on, and limit the use of, fertilizer	Agricultural Producers	City of Neosho	Compost Component	May 1 st , 2025 - Indefinite	Weight of Compost Formula
	Improve soil quality	Agricultural Producers	City of Neosho	Compost Component	May 1 st , 2025 - Indefinite	Weight of Compost Formula
	Increase rainwater absorption	Agricultural Producers	City of Neosho	Compost Component	May 1 st , 2025 - Indefinite	Weight of Compost Formula
	Encourage waste management and permaculture business development	HSTCC / NRC	City of Neosho	Educational Component	April 1 st , 2024 – March 1 st , 2026	Sign-In Sheets
Deliverables	1 Stakeholder Forum	HSTCC	TBD	Educational Component	June 1 st , 2024 – TBD	Sign-In Sheets
	6 Educational Pamphlets	HSTCC / Neosho School District / Westview C-6	Websites / Public Areas / Schools / etc.	Educational Component	March 15 th , 2024 – March 1 st , 2026	Photos / Copies

	Activity	Who?	Where?	How?	When?	Verifiable Indicator
	6 Educational Lessons in Classrooms	HSTCC / Neosho School District / Westview C-6	Westview C-6 / Neosho School District	Educational Component	March 15 th , 2024 – March 1 st , 2026	Photos
	4 School Engagement Events	HSTCC/ Westview C-6 / Neosho School District	Westview C-6 / Neosho School District	Educational Component	March 15 th , 2024 – March 1 st , 2026	Photos
	5 Announcement Banners	HSTCC	TBD	Educational Component	March 15 th , 2024 – March 1 st , 2026	Photos
	1 Newspaper Advertisement	HSTCC	TBD	Educational Component	April 1 st , 2024 - Indefinite	Copies
	2 Compost drop-off locations	City of Neosho / NRC	NRC	Educational Component	May 1 st , 2024 - Indefinite	Photos
	8 Quarterly Reports	HSTCC	Digital	TBD	March 1 st , 2024 – March 1 st , 2026	Copies
	Composting Program	HSTCC / City of Neosho / NRC	NRC	Compost Component	May 1 st , 2024 - Indefinite	Photos
	Generate Compost	City of Neosho / NRC	NRC	Compost Component	May 1 st , 2025 - Indefinite	Photos
	Further Stakeholder Engagement	HSTCC	TBD	Educational Component	March 1 st , 2024 – March 1 st , 2026	Photos
Tasks	Purchase Skid Steer	City of Neosho	https://www.murphytractor.com	N/A	March 15th, 2024	Invoices / Receipts
	Purchase Hopper	City of Neosho	https://www.dickjonessales.com	N/A	March 15th, 2024	Invoices / Receipts

Figure 3: Project Collaborators

Partner 1: City of Neosho Address: 200 Nelson Ave, Neosho, MO 64850	
Contact: Nate Siler, Public Works Director Email: nsiler@neoshomo.gov Phone: 417-451-8071	
Reason for Selection: • The Public Works Department regularly uses equipment similar to that required for this project. The city oversees the NRC. • The City of Neosho currently maintains a composting system for yard waste. Collaboration will allow for the addition of carbon inputs necessary to maintain high quality compost piles with food waste. This composting initiative further demonstrates the existing capacity and expertise necessary within the City of Neosho to successfully implement this project.	
Responsibilities: • Purchase, store, and maintain equipment required for the composting component of this project. • Oversee the general operation of the composting component and the NRC.	
Partner 2: Neosho Recycling Center Address: 4700 Howard Bush Dr, Neosho, MO 64850	
Contact: Diana Howell, Recycle Lead Attendant Email: Recycle@neoshomo.gov Phone: 417-455-9430	
Reason for Selection: • Many residents, businesses, and municipal organizations already visit the NRC for recycling purposes. By enabling the simultaneous delivery of food waste and recyclables, this project will foster increased participation in composting. • NRC staff have the capacity and have expressed strong desire to add food waste to the list of materials accepted. • NRC staff have expertise with the required equipment and machinery. • NRC has designated a large portion of land for a composting program. • NRC has a constant supply of carbon-rich materials, such as shredded trees, that should be added to nitrogen rich food waste compost in order to support a better decomposition process and produce a superior end product. • All staff are forklift certified and can operate the required equipment.	
Responsibilities: • Maintain the compost piles and the food waste delivered, including turning compost piles regularly and fostering the pickup of finished compost by stakeholders.	
Partner 3: Region M Waste Management District Address: 1801 West 32nd Street, Suite C.212 Joplin, Missouri 64804	
Contact: Patty Overman, District Administrator Email: Patty@regionm.org Phone: 417-434-1692	

Reason for Selection: • Region M Waste Management District oversees the southwest region of Missouri in which the City of Neosho and Newton County reside. • Region M regularly hosts recycling and waste reduction events with an emphasis on reducing the amount of waste that enters landfills. • Region M regularly releases newsletters that reach a broad audience that holds interest in a composting initiative. Responsibilities: • Include educational materials produced by this project and/or other general information on food waste and composting in newsletters. Post in physical locations when possible. • Inform and direct client base on the ability to compost at the Neosho Recycling Center.
Partner 4: Westview C-6 School District Address: 7441 Westview Road, Neosho, MO 64850
Contact: Misty Hailey, Superintendent Email: mhailey@wc6.org Phone: 417-776-2425
Reason for Selection: • Westview C-6 has the ability to greatly enhance the educational component of this project. • Westview C-6 is in close proximity to the composting location, which will encourage higher participation rates. • A significant portion of Neosho families are employed in agriculture, allowing for high potential for generating compostable materials and high benefit from use of resulting compost. Responsibilities: • Post educational materials produced in relevant classrooms and other common areas. • Directly provide students with educational pamphlets that can be shared with family/friends about the new composting initiative. • Distribute composting information at 2 school events, such as open house. • Introduce at least 1 lesson annually on the negative consequences of food waste, ways to reduce food waste, and the benefits of composting.
Partner 5: Neosho School District Address: 418 Fairground Rd., Neosho, MO 64850
Contact: Jennifer Smith, Teacher Email: smithjennifer@neoshosd.org Phone:
Reason for Selection: • NSD has the ability to greatly enhance the educational component of this project. • NSD is in close proximity to the composting location, which will encourage higher participation rates. Responsibilities: • Post educational materials produced in relevant classrooms and other common areas. • Directly provide students with educational pamphlets that can be shared with family/friends about the new composting initiative. • Distribute composting information at 2 school events, such as family nights. • Introduce at least 2 lessons annually on the negative consequences of food waste, ways to reduce food waste, and the benefits of composting through science and/or art projects.

Project Summary/Abstract

This project is a collaborative effort among the Harry S Truman Coordinating Council, City of Neosho, Neosho Recycling Center, Westview C-6 school district, Region M Waste Management District, and Neosho School District to enhance regional food waste reduction and composting efforts. Together, these project partners oversee the 5-county region of Southwest Missouri including Barton, Jasper, Newton, McDonald, and Vernon counties.

Goals and Objectives

The overarching goal of this project is to reduce the amount of food waste that enters landfills while producing a valuable resource for stakeholders. This will be achieved through an educational campaign aimed at reducing the source of food waste and encouraging redistribution to hungry people and animals, and, additionally, a composting program focused on diversion from landfills.

Statement of Need

Within the 5-county region of the proposed project's influence, stakeholders currently lack a comprehensive program that diverts food waste from landfills. As further described in the *Project Narrative*, the average person produces 349 pounds of compostable food waste annually, which, when disposed of in landfills, results in excess greenhouse gas emissions produced due to the anaerobic decomposition conditions of landfills.

When food waste is composted, these excess emissions are drastically reduced. Furthermore, when compost is applied to soil, there is potential for significantly decreased fertilizer input costs for agricultural producers, as well as reduced susceptibility to flood, drought, and erosion for communities as a whole. The population of Newton County alone has the estimated potential to divert up to 20,943,839 pounds of food waste annually – the amount required to produce over 7,000 tons of compost. This project is needed in order to capture these benefits.

Target Audience and End Users

The educational campaign will target the entire 5-county region by utilizing the unique and varying platforms of the project partners. Certain partners have a broader audience, such as Region M Waste Management District, and others, such as the school districts, are better equipped to effectively engage and encourage local families. The composting program will be located in the City of Neosho, allowing it to most effectively serve the residents of Newton County.

Current Efforts

The Neosho Recycling Center manages a substantial volume of recyclables, in addition to tree and woodchip waste, with equipment similar to that required by this project. Furthermore, the City of Neosho actively maintains a compost program, although strictly for leaves and other yard waste. This demonstrates the existing capacity to oversee and collaborate with the recycling center, as well as offers a potential carbon input source. The addition of the new composting program will be a seamless integration due to the striking similarity in these operations already carried out daily.

Purpose and Priorities

The primary purpose of this project is to reduce the consequences of food waste on people and the environment. It aims to create compost that can be provided to stakeholders at no cost, further leading to reduced social costs of food waste. The project primarily benefits those in the immediate vicinity of the composting program who can directly apply the resulting compost. The recycling center is situated in a block group characterized by an 81.65% low-moderate income rate, indicating significant potential for this project to primarily benefit underserved communities.



Office of Urban Agriculture and Innovative Production

Fiscal Year (FY) 2023

Composting and Food Waste Reduction (CFWR)

Notice of Funding Opportunity (NFO)

USDA-NRCS-NHQ-CFWR-23-NOFO0001235



**United States
Department of
Agriculture**

Notice of Funding Opportunity (NFO)

SUMMARY INFORMATION

Federal Awarding Agency Name: U.S. Department of Agriculture – Natural Resources Conservation Service – NHQ – Office of Urban Agriculture and Innovative Production (OUAIP)

Notice of Funding Opportunity Title: Composting and Food Waste Reduction (CFWR) Pilot Project

Notice of Funding Opportunity Number: USDA-NRCS-NHQ-CFWR-23-NOFO0001235

Assistance Listing: This program is listed in the Assistance Listings (previously referred to as the Catalog of Federal Financial Assistance) on [Sam.gov](https://sam.gov) under 10.935, Urban Agriculture and Innovative Production, which can be found at: <https://www.sam.gov/>.

SAM is a web-based, government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract awards, grants, and electronic payment processes.

Notice of Funding Opportunity Summary

The U.S. Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS), under the OUAIP, is soliciting proposals in fiscal year (FY) 2023 from eligible applicants to host a CFWR pilot project.

The purpose of the CFWR program is to enter into cooperative agreements with eligible entities to develop and test strategies for planning and implementing municipal compost plans and food waste reduction plans. Proposed projects can be located in all community types including rural, urban and suburban.

For new users of Grants.gov, see Section D. for information about steps required before submitting a proposal via Grants.gov.

Key Dates

Applicants must submit their proposals via Grants.gov by 11:59 pm Eastern Time on June 15, 2023. For technical issues with Grants.gov, contact Grants.gov Applicant Support at 1-800-518-4726 or support@grants.gov. Awarding agency staff cannot support applicants regarding Grants.gov accounts.

For inquiries specific to the content of the NFO requirements, contact the federal awarding agency contact (section G of this NFO). Limit questions to those regarding specific information contained in

this NFO (such as dates, page numbers, clarification of discrepancies, etc.). Questions related to eligibility or the merits of a specific proposal will not be addressed.

A pre-recorded webinar is available at https://youtu.be/c_e8mcCoFsg. The recorded webinar is also available on <https://www.usda.gov/topics/urban/coop-agreements>.

The agency anticipates making selections by August 31, 2023 and expects to execute awards by February 29, 2024. These dates are estimates and are subject to change. Note that completing all steps required to apply for a federal award can take some time; the table below represents a general overview of the process. These elements may take more or less time depending on the applicant's individual circumstances (e.g., if an applicant has a TIN/EIN then this step is not necessary).

Required Action	Timing
Obtain a TIN/EIN from the IRS	Refer to IRS website for applicable timeframes
Register with SAM.gov and obtain a Unique Entity Identifier number	Refer to SAM.gov website
Register with Grants.gov, add a profile, and authorize an Authorized Organization Representative (AOR)	Refer to Grants.gov
Submit CFWR proposal in Grants.gov	Refer to dates in this NOFO
Applicants notified of selection or non-selection	By 8/31/2023 (est.)
Awards executed	By 1/31/2024 (est.)

Federal Funding Floor and Ceiling Amounts

The estimated funding floor for this opportunity is \$55,000, and the estimated funding ceiling is \$400,000. The funding floor means the minimum agreement funding amount for the Federal share per agreement awarded. The funding ceiling is the maximum agreement funding amount for the Federal share per agreement awarded. These numbers refer to the total agreement amount, not any specific budget period.

Federal Financial Assistance Training

The funding available through this NFO is Federal financial assistance. Federal funds management training is highly recommended for those seeking knowledge about Federal financial assistance. The training is free and available to the public via <https://www.cfo.gov/grants-training/>. The training consists of five modules covering each of the following topics: 1) laws, regulations, and guidance; 2) financial assistance mechanisms; 3) uniform guidance administrative requirements; 4) cost principles; and 5) risk management and single audit. FPAC agencies also apply Federal financial assistance regulations to certain non-assistance awards (e.g., non-assistance cooperative agreements).

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APPENDIX A - Instructions for Completing SF424

APPENDIX B – Instructions for Completing SF424A

APPENDIX C – Budget Narrative Guidance

A. PROGRAM DESCRIPTION

1. Legislative Authority and USDA Priorities

The Composting and Food Waste Reduction (CFWR) cooperative agreement pilot program is authorized by Section 222 of the Department of Agriculture Reorganization Act of 1994, as added by Section 12302 of the Agriculture Improvement Act of 2018, 7 U.S.C. 6923. Funding was made available by the American Rescue Plan Act of 2021, Public Law 117-2.

The Secretary of Agriculture delegated the authority for the administration of CFWR to the Chief of the Natural Resources Conservation Service (NRCS).

Proposals submitted under this announcement will be reviewed for alignment with USDA priorities on climate change (see [Climate-Smart Agriculture and Forestry Strategy: 90-Day Progress Report](#) and [Action Plan for Climate Adaptation and Resilience](#)), equity (see [USDA Equity Action Plan](#)), and environmental justice. Applicants are encouraged to review [Executive Order 13985](#), Advancing Racial Equity and Support to Underserved Communities, [Executive Order 14008](#), Tackling the Climate Crisis at Home and Abroad, and [Executive Order 13990](#), Protecting Public Health and the Environment and Restoring Science to Tackle the Climate Crisis, to learn more about these critical priorities. Executive orders may be located using the following link - <https://www.federalregister.gov/presidential-documents/executive-orders>.

2. Purpose

The purpose of the CFWR program is to enter into cooperative agreements with eligible entities to develop and test strategies for planning and implementing municipal compost plans and food waste reduction plans. Proposed projects can be located in all community types including rural, urban and suburban.

3. Composting and Food Waste Reduction Projects or Activities

This program provides financial assistance to municipalities, school districts, counties, local governments, special district governments, tribal governments (State-designated Indian Tribes, Federally Recognized Indian Tribal Governments), or tribal organizations to carry out food waste reduction and composting objectives. While applicants are encouraged to submit proposals that meet more than one of the objectives below (inclusion of multiple objectives will be considered when ranking proposals), OUAIP will accept proposals that address at least one of the following:

- Food Waste Reduction Objectives
 - Reduce municipal food and waste
 - Divert residential and commercial food waste from landfills
- Composting and Conservation Objectives
 - Generate compost
 - Increase access to compost for agricultural producers

- Reduce reliance on, and limit the use of, fertilizer
- Improve soil quality
- Encourage waste management and permaculture business development
- Increase rainwater absorption

Priority will be given for each of the following elements that are included in a project:

- Align project proposals to address priorities on environmental justice, racial equity, climate change, investment in historically underserved communities, and sustainable agricultural practices. For example, keeping food waste out of landfills can contribute to climate change mitigation by reducing landfill methane emissions;
- Integrate food waste reduction strategies that take into consideration the most-preferred food waste recovery activities as described in the [Environmental Protection Agency \(EPA\) Food Recovery Hierarchy](#) starting with the preferred source reduction, feeding hungry people, feeding animals, industrial uses, and composting. Activities may include, but are not limited to, food gleaning, storage, and preservation techniques, feeding food scraps to animals, and use of wasted food to create biofuel or bio-products;
- Anticipate or demonstrate economic benefits for the impacted community;
- Incorporate plans to make compost easily accessible to agricultural producers, including community gardeners, school gardens, and producers;
- Include a robust plan that describes collaboration with multiple partners; and
- Provide a detailed plan for project monitoring, evaluation and documentation of insights and solutions to obstacles encountered during the course of the project.

Applicants should refer to the Merit/Technical Criteria section of this announcement for a complete description of evaluation and scoring criteria for proposals.

B. FEDERAL AWARD INFORMATION

1. Available Funding

a. Estimated Funding

The Federal funding agency expects to award approximately \$9,500,000 through this opportunity. However, the agency retains the discretion to award a larger or lesser amount.

b. Start Dates and Performance Periods

Applicants should plan their projects based on an estimated project start date of March 1, 2024 and be two (2) years in duration. Applicants are expected to achieve project

deliverables and close out activities within 120 days of the period of performance specified in the award.

c. Number of Awards

There is no commitment by NRCS to make a specific number of awards.

2. Type of Federal Award

This announcement plans to award cooperative agreement(s), pursuant to this opportunity.

Cooperative agreements have a principal purpose to transfer a thing of value to a recipient in order to accomplish a public purpose of support or stimulation authorized by Federal Law.

The agency will be substantially involved in the work performed under the agreement and will undertake activities such as the following:

- a. Authority to suspend work if specifications or work statements are not met
- b. Review and approval of one stage of work before another may begin
- c. Review and approval of substantive provisions of proposed subawards or contracts beyond existing Federal policy
- d. Agency and recipient collaboration or joint participation
- e. Project monitoring to permit specified kinds of direction or redirection of the work because of interrelationships with and impacts on other projects
- f. Highly prescriptive agency requirements that limit recipient discretion
- g. Review and approval of key personnel
- h. Direct agency operational involvement or participation during the activity

NRCS will have the following responsibilities:

- 1) Connect pilot projects with other USDA agencies such as, but not limited to the Economic Research Service (ERS); National Institute of Food and Agriculture (NIFA); the Office of the Chief Economist (OCE); and other Federal partners (e.g., U.S. Environmental Protection Agency (EPA)) to collaborate on project activities and outcomes that contribute to the [U.S. Food Loss and Waste 2030 Champions goal](#).
- 2) Coordinate and convene the CFWR pilot project team(s) to collaborate with other Federal Government, regional, institution, state, and local experts. This collaboration will focus on information dissemination and project strategy implementation of the objectives related to CFWR as characterized above in the project description; and
- 3) Gather project data (i.e., methods, results, and derived benefits, including data on weight of food waste diverted from landfills, data on food reclaimed for human and animal consumption, as well as data on compost created) for evaluation and

dissemination to increase access to, and solutions for, composting and municipal food waste reduction across the United States.

a. Procurement Contracts

The agency does not expect to award procurement contracts associated with this NFO.

b. Eligibility of Renewal or Supplemental Project Proposals

Proposals for renewal or supplementation of existing projects are eligible to compete with proposals for new Federal awards. A proposal for renewal means a proposal submitted to continue an existing CFWR (formerly “Community Compost and Food Waste Reduction”, CCFWR) agreement that meets the objectives and requirements of this NFO. A proposal for supplementation of an existing project means a proposal to add components to an existing agreement so that it would meet the objectives and requirements in this NFO.

Proposals for renewal or supplementation cannot exceed the two-year project window required for all proposals under this funding announcement. Such proposals should include the most recent progress report for any existing project. Refer to section D for more information about the elements required in a complete proposal package.

C. ELIGIBILITY INFORMATION

1. Eligible Applicants

Applicants and proposals must meet eligibility criteria by the proposal deadline to be considered for award. Eligible applicant type is determined by the implementing program statute. Applicant entities identified in the SAM.gov exclusions database as ineligible, prohibited/restricted, or excluded from receiving Federal contracts and certain Federal assistance and benefits will not be considered for Federal funding, as applicable to the funding being requested under this Federal program (2 CFR 200.206(d)). Neither foreign entities nor individuals are eligible to apply for this opportunity.

Eligibility for this opportunity is limited to the following entity types:

- a. City or township governments (or other municipal governments)
- b. County governments
- c. School districts (including independent school districts)
- d. State-designated Indian Tribes
- e. Native American tribal governments (Federally recognized)
- f. Native American tribal organizations (other than Federally recognized tribal governments)
- g. Special district governments (e.g., soil and water conservation districts)

State designated Indian Tribes should select “Native American tribal organizations (other than Federally recognized tribal governments) when completing the SF-424 block 9.

Municipal Government should select “Other” and enter “municipal government” when completing the SF-424 block 9.

Applicants located within the 50 United States, the District of Columbia, the Caribbean Area (Puerto Rico and the U.S. Virgin Islands), the Pacific Islands Area (Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands) are eligible.

2. Other

Any award made pursuant to this NFO will be made to a single entity. Applicants that apply as “partnerships” or other similar groupings must clearly describe the relationship between the applicant and the “partner” parties. In all but exceptional cases, it must be reflected in the award as an awardee/sub awardee relationship.

An applicant organization **may** submit more than one proposal for different projects or proposing different approaches. In the case of proposals submitted as revisions or corrections to a previously submitted proposal under this NFO, the agency will consider the last proposal submitted prior to the established deadline.

Awards made pursuant to this NFO are not Farm Bill incentive contracts; therefore, the awards in and of themselves are not limited by the payment limitation in 16 USC Chapter 58. However, any agricultural producers receiving a payment through participation in a project awarded under this NFO must meet the eligibility requirements of 7 CFR Part 12 and 7 CFR Part 1400 and have control of the land involved for the term of the award period.

RESEARCH PROPOSALS WILL NOT BE ACCEPTED OR CONSIDERED.

“Research” is defined as a systematic study directed toward fuller scientific knowledge or understanding of the subject studied. Research consists of systematic observations, measurement, and experimentation undertaken to discover or establish facts or principles, where variables are unknown and subject to manipulation.

3. Cost Sharing or Matching

This NFO requires applicants to provide cost-sharing of 25 percent of total federal share awarded; total project costs include the Federal and non-Federal dollars. Do not include cost-sharing in excess of the required amount. Proposals that do not include the required level of cost-sharing will be ineligible for award. Cost sharing may be achieved with contributions of cash, services, materials, equipment, or third-party in-kind contributions. Funds from another Federal award cannot be used as match except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing. Additional details about cost sharing or matching funds/contributions can be found at 2 CFR 200.306. Refer to Section D of this NFO for information about any required submittals related to match or cost-share requirements. While the pace of cost-sharing/matching may vary throughout the award period, the agency will actively monitor cost-sharing/matching levels as it receives payment requests to ensure the total cost sharing/matching requirement is met by the award periods of performance end date.

Additional details about cost sharing or matching funds/contributions are located at 2 CFR 200.306.

The following are examples of the appropriate level of cost-share for a given federal award amount.

Federal Share Requested	Cost Share (25%) Required	Total Project Cost
\$55,000	\$13,750	\$68,750
\$400,000	\$100,000	\$500,000

D. APPLICATION AND SUBMISSION INFORMATION

1. Information for New Users of Grants.gov

a. Overview

While a Grants.gov account is not required to download an NFO and related documents, it is required to submit a proposal. If your organization has never submitted a proposal via Grants.gov, be aware that there are several steps you must take to register your organization before you can submit a proposal. **Completing those steps can take a significant amount of time, plan accordingly.**

For information about the Grants.gov pre-award phase of the grant lifecycle see <https://www.grants.gov/web/grants/learn-grants/grants-101/pre-award-phase.html>.

b. Register to Apply through Grants.gov

Carefully review the registration steps and gather information requested prior to beginning the registration process to avoid last-minute searches for required information. For assistance with the registration process, contact Grants.gov Applicant Support at 1-800-518-4726 or support@grants.gov.

Organizations must have an active System for Award Management (SAM) registration which provides a Unique Entity Identifier (UEI), and Grants.gov account to apply for grants.

Creating a Grants.gov account can be completed online in minutes, but SAM registration may take several weeks. Therefore, an organization's registration should be done in sufficient time to ensure it does not impact the entity's ability to meet required application submission deadlines.

Organization registration instructions can be found on Grants.gov here: <https://www.grants.gov/web/grants/applicants/organization-registration.html>

c. Steps to Register

- i. Register with SAM: All organizations (entities) applying online through Grants.gov must register with the System for Award Management (SAM). Failure to register with SAM will prevent your organization from applying through Grants.gov. SAM registration must be renewed annually. For more detailed instructions for registering with SAM, refer to: <https://www.grants.gov/web/grants/applicants/organization-registration.html>
- ii. Create a Grants.gov Account: The next step is to register an account with Grants.gov. Follow the on-screen instructions provided on the registration page.
- iii. Add a Profile to a Grants.gov Account: A profile in Grants.gov corresponds to a single applicant organization the user represents (i.e., an applicant) or an individual applicant submitting on their own behalf. If you work for or consult with multiple organizations, you can have a profile for each organization under one Grants.gov account. In such cases, you may log in to one Grants.gov account to access all your grant profiles. To add an organizational profile to your Grants.gov account, enter the UEI (Unique Entity Identifier) for the organization in the UEI field. If you are an individual applicant submitting on your own behalf, you do not need a UEI to add the profile. For more detailed instructions about creating a profile on Grants.gov, refer to: <https://www.grants.gov/web/grants/applicants/registration/add-profile.html>
- iv. EBiz POC Authorized Profile Roles: After you register with Grants.gov and create an Organization Applicant Profile, the applicant's request for Grants.gov roles and access is sent to the EBiz POC. The EBiz POC is then expected to log in to Grants.gov and authorize the appropriate roles, which may include the AOR role, thereby giving you permission to complete and submit applications on behalf of the organization. You will be able to submit your application online any time after you have been assigned the AOR role. For more detailed instructions about creating a profile on Grants.gov, refer to: <https://www.grants.gov/web/grants/applicants/registration/authorize-roles.html>
- v. Track Role Status: To track your role request, refer to: <https://www.grants.gov/web/grants/applicants/registration/track-role-status.html>

d. Electronic Signature

When proposals are submitted through Grants.gov, the name of the organization applicant with the AOR role that submitted the proposal is inserted into the signature line of the proposal, serving as the electronic signature. The EBiz POC **must** authorize people who are able to make legally binding commitments on behalf of the organization as a user with the AOR role. **This step (step c.iv. above) is often missed, and it is crucial for valid and timely submissions.**

e. Workspace.

Workspace is a shared, online environment where members of a grant team may simultaneously access and edit different webforms within a proposal. For each NFO, you can create individual instances of a workspace. An applicant can start a proposal in Workspace and return to work on it later within Workspace.

f. Apply for an Opportunity

Below is an overview of applying on Grants.gov. For complete instructions on how to apply for opportunities, refer to <https://www.grants.gov/web/grants/applicants/workspace-overview.html>

- i. Create a Workspace: Creating a workspace allows you to complete a proposal online and route it through your organization for review before submitting.
- ii. Complete a Workspace: Add participants to the workspace to work on the proposal together, complete all the required forms online or by downloading PDF versions, and check for errors before submission. The Workspace progress bar will display the status of your proposal process as you apply. As you apply using Workspace, you may click the blue question mark icon near the upper-right corner of each page to access context-sensitive help.

- Adobe Reader: If you decide not to apply by filling out webforms you can download individual PDF forms in Workspace. The individual PDF forms can be downloaded and saved to your local device storage, network drive(s), or external drives, then accessed through Adobe Reader.

NOTE: Visit the Adobe Software Compatibility page on Grants.gov to download the appropriate version of the software at

<https://www.grants.gov/web/grants/applicants/adobe-software-compatibility.html>

- Mandatory Fields in Forms: In the forms, you will note fields marked with an asterisk and a different background color. These fields are mandatory fields that must be completed to successfully submit your proposal.
 - Complete SF-424 Fields First: The forms are designed to fill in common required fields across other forms, such as the applicant name, address, and UEI. Once it is completed, the information will transfer (i.e., prepopulate) to the other forms.
- iii. Submit a Workspace: A proposal may be submitted through workspace by clicking the Sign and Submit button on the Manage Workspace page, under the Forms tab. Grants.gov recommends submitting your proposal package at least 24-48 hours prior to the close date to provide you with time to correct any potential technical issues that may disrupt the proposal submission.
 - iv. Track a Workspace Submission: After successfully submitting a workspace proposal, a Grants.gov Tracking Number (GRANTXXXXXXX) is automatically assigned to the proposal. The number will be listed on the Confirmation page that is generated after submission. Using the tracking number, access the Track My Application page under the Applicants tab or the Details tab in the submitted workspace.

For additional training resources, including video tutorials, refer to

<https://www.grants.gov/web/grants/applicants/applicant-training.html>

2. Electronic Application Package

Applicants interested in submitting a proposal in response to this NFO must submit it via Grants.gov; the agency will not accept proposals submitted via email or any other method. Applicants are urged to submit early to the Grants.gov system.

For technical issues with Grants.gov, contact Grants.gov Applicant Support at 1-800-518-4726 or support@grants.gov. Awarding agency staff cannot support applicants regarding Grants.gov accounts.

Address to Request Application Package

All information necessary to apply for this opportunity is included in the [Grants.gov](#) opportunity announcement.

3. Content and Form of Application Submission

The agency may choose not to consider proposals that fail to comply with the required content, format, and page limits, or those that are incomplete.

To be considered for funding under this opportunity, a proposal must contain the documents in a-e below.

a. Application Form

(Standard Form 424 Application for Federal Assistance) See Instructions for Completing SF 424 located in the appendices section.

b. Project Narrative (15-page maximum)

The Project Narrative must cover all activities proposed to be carried out with both the federal and non-federal matching funds.

Project Narratives must contain headings I. through VI. in the order listed below and must respond to each of the points included under each heading.

Each page must be numbered and have one-inch margins. The text of the project narrative must be single spaced and typed in a standard typeface (e.g., Times New Roman, Arial, Courier) with no smaller than 12-point font. The project narrative must not exceed 15 pages: 10 pages of written text, and up to 5 additional pages for figures and tables. This 15-page limitation applies to the project narrative only; it does not include the Project Summary (see 3.c. of this subsection) which has a separate limit of one page.

i. Introduction: Describe the applicant organization in terms of its location, demographics, and community served. Describe past and current involvement with developing and testing strategies for planning and implementing municipal food waste reduction and compost plans. Present a statement of need or assessment of the problem in the targeted community. Describe your approach to solving existing problems and concerns related to reducing food waste and/or increasing community compost.

ii. Goals and Objectives: Describe the over-arching goal of your project and list any supporting objectives that may accomplish this goal. Identify how the project

addresses the most-preferred food waste recovery activities as described in the [EPA's Food Recovery Hierarchy](#). Describe the anticipated impact of this project on Executive Priorities including tackling the climate crisis, advancing racial equity, and promoting environmental justice. See Section A.1. This element may include, but is not limited to: participation by [historically underserved](#) groups or groups serving historically underserved or vulnerable communities; activities with the potential to address the causes or impacts of climate change.

- iii. **Procedures and Work Plan:** Discuss planned procedures and activities for achieving project goals and objectives, and provide project deliverables, milestones, and timelines for completion of those activities and collection and evaluation of data and reporting of outcomes. As applicable to the project, describe the food waste reduction strategies and methods to be used, as aligned with the EPA's Food Recovery Hierarchy; identify what segments of the food chain the project will address (consumers, food purchasing, preparation, storage, preservation) and any barriers (economic, social, logistical, etc.) that must be overcome; describe if and how food waste will be composted; describe how the plan will make compost easily accessible to agricultural producers and community gardeners; describe also how the plan will assist these agricultural producers, community gardeners, and other community members (such as residential gardeners) to reduce their reliance on or use of fertilizers, improve soil quality, encourage waste management and permaculture business development, increase rainwater absorption, reduce municipal food waste, and divert food waste from landfills; include how your project will impact any existing food waste reduction, recovery and disposal by commercial, marketing, or business relationships in your area. For each task identify key personnel involved, including a description of those individuals' experience and qualifications.
- iv. **Collaborators:** List partner institutions including contact names, addresses, phone numbers, and e-mail addresses (if applicable). Identify why the partner was chosen, how its activities will contribute to the success of the project, and the partnership arrangement. Where possible, project collaborators should represent a variety of disciplines and experiences directly related to the deliverables proposed and complementary to the qualifications of the core project team. Note that collaboration with partner institutions is considered instrumental to the success of a CFWR project, and lack of such collaboration will be reflected in the proposal's evaluation for funding.
- v. **Evaluation:** Provide a plan for evaluating accomplishments and outcomes that match project deliverables. Include a timeline of activities with milestones and verifiable indicators to demonstrate how progress will be measured and achieved. Gather project data (i.e., supplies/equipment used, methods, results, and derived benefits, including data on weight of food waste diverted from landfills and compost created) for evaluation and dissemination to increase access to, and solutions for, composting and municipal food waste reduction across the United States. Provide how you will convey results measured by weight (e.g., pounds/tons food waste

diverted, pounds/tons reclaimed for human or animal consumption, pounds/tons of composted created), which is required though will differ due to project scope. Include any anticipated or demonstrated economic benefits. Discuss if the project's strategy to reduce food waste and/or increase community compost has the potential to be replicated in other areas.

- vi. Self-Sustainability:** Describe which aspects or components of the project will continue beyond the end of the project period. Discuss how a one-time infusion of Federal funds will be enough for the proposed pilot project to advance CFWR goals and achieve sustainability. Projects should identify actual or potential funding sources for continuation of the project after Federal funding has ended.

If your proposal will include information collection from non-Federal sources, ensure the collection meets the requirements of the Paperwork Reduction Act. Surveys of individuals or entities are generally prohibited without prior approval from the Office of Management and Budget. For additional guidance about allowable and unallowable activities, please visit the following website: <https://pra.digital.gov/do-i-need-clearance/>.

The following documents do not count toward the stated 15-page Project Narrative limit.

c. Project Summary/Abstract (1-page maximum)

Present a statement of need or assessment of the problem. Define the target audience and end users of this project. Define the composting and/or food waste reduction goals in the targeted area. Describe how this project will initiate or build upon or expand related work or programs. The summary should also include the relevance of the project to the purpose and priorities of CFWR. See Section A.

d. Standard Form (SF) 424A, Budget Information - Non-Construction Programs

Fill in all spaces as appropriate. Section B, Item 6, Column 1 should reflect the agency funds, and Column 2 should reflect the applicant's matching funds. This form is the summary budget for the project and should include the full project totals on pages one and two. See Instructions for Completing SF 424A located in the appendices section. Refer to Section D of this opportunity for information regarding indirect costs. Errors in the SF-424A regarding classifying costs may be negotiated after selection.

e. Budget Narrative

In a separate document titled "Budget Narrative," explain and justify all requested budget items/costs. (Refer to the budget narrative guidance located in the appendices section.) Detail how the totals on the SF-424A were determined and demonstrate a clear connection between costs and the proposed project activities. For personnel salary costs, include the base-line salary figures and the estimates of time (as percentages) to be directly charged to the project. Describe any item that under the applicable Federal cost principles requires the

agency's approval and estimate its cost. The pages included as the budget narrative do not count toward any page limit. Errors in the budget narrative regarding classifying costs may be negotiated after selection. Refer to the Budget Narrative Guidance located at the end of this document regarding procurement standards when including contracts for goods or services. Sole-source contracting is prohibited without proper justification. See Procurement Standards located at 2 CFR 200.317-327.

- i. Build America, Buy American. "Buy America" preference applies to Federal financial assistance awards that include construction components, even if it is funded by both Federal and non-Federal funds under the award. Subawards should conform to the terms and conditions of the Federal award from which they flow. A Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to a construction project. Refer to the General Terms and Conditions for additional information:
<https://www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions/index.html>
- ii. Indirect Costs Recovery. If requesting indirect costs, provide the calculation specifying the amounts used in applying the base (the base specified in the applicable rate agreement) by the applicable rate. The calculation can be displayed in different formats but must capture the components (i.e., amounts used in determining the base and the rate applied to the base).
 - A. To be eligible to recover any indirect costs under a Federal award, recipients must either 1) have a current negotiated indirect cost rate agreement (NICRA) with a Federal agency that has not expired; or 2) qualify for use of the de minimis rate authorized by 2 CFR 200.414(f) and described below. For-profit entities (if eligible to apply) must obtain a NICRA from their cognizant agency. USDA will not accept an indirect cost agreement negotiated or approved by the Defense Contract Audit Agency.
 - B. Any non-Federal entity (except State and local governments that receive more than \$35 million per year in Federal funding) that does not have a current negotiated (including provisional) rate may elect to charge a de minimis rate of 10 percent of modified total direct costs (MTDC) which may be used indefinitely. No documentation is required to justify the 10 percent de minimis indirect cost rate, simply indicate in your budget narrative that the recipient elects to use the de minimis rate. Modified Total Direct Cost (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.

- C. As described in [2 CFR 200.403](#), costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.

iii. Indirect Costs Limitations.

- A. Applicants not subject to a statutory limitation, which have a current NICRA must calculate indirect costs using the rate and base specified in their NICRA. A recipient may voluntarily reduce or waive recovery of indirect costs at its sole discretion and must not be encouraged or coerced in any way to do so by the agency. A copy of the applicant's current NICRA must be provided with the proposal (upload under Other Attachments (listed separately under Optional Forms) in Grants.gov). Indirect costs may not be recovered under an expired NICRA. However, if an applicant with a current NICRA is subject to the statutory limitation, indirect costs must be calculated as follows. First, multiply the NICRA rate by the base stated in the NICRA to arrive at Amount A. Next, multiply the statutory limit of 10 percent by the total of all direct costs to arrive at Amount B. The lower of Amount A and B is the amount of indirect cost to include on the budget.
- B. Recipients are prohibited from shifting unallowable indirect costs to another Federal award unless specifically authorized to do so by legislation.

iv. Cost Share or Matching. Cost sharing/matching must be committed at the time of proposal submission. The budget narrative must show the amounts and sources of match or cost share (including both cash and in-kind contributions).

"For third-party contributions, a letter is required for each contribution, signed by the authorized organizational representative of the contributing organization and the applicant organization, which must include: (1) the name, address, and telephone number of the contributor, (2) the name of the applicant organization, (3) the title of the project for which the contribution is made, (4) the dollar amount of the contribution, and (5) a statement that the contributor will pay the contribution no later than the end of the award period. The agency may conduct reference checks to ensure that organizations identified are supportive and involved with the project. Cost sharing/match letters should be addressed to the Federal Awarding Agency Contact in Section G of this NFO and uploaded under Other Attachments (listed separately under Optional Forms) in Grants.gov.

Refer to the Budget Narrative Guidance located in the appendices section for information about making contract vs. subaward determinations.

f. Grants.gov Lobbying Form

Under Title 31 of the United States Code, Section 1352, an applicant or recipient must not use any federally appropriated funds (both annually appropriated and continuing appropriations) or matching funds under a grant or cooperative agreement award to pay any person for lobbying in connection with the award. Lobbying is defined as 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 connection with the award. Submission of a proposal also represents the applicant's certification of the statements in 2 CFR Part 418, Appendix A-Certification Regarding Lobbying.

g. Statement of Current and Pending Support.

A Statement of Current and Pending Support for each key personnel who will participate in the project may be requested from applicants who are selected for funding. If requested, a template will be made available for use in providing the requested information.

h. SF-LLL, Disclosure of Lobbying Activities

SF-LLL, Disclosure of Lobbying Activities, must be submitted **only** if your organization have/has made or agrees to make any payment using non-appropriated funds for lobbying. See 2 CFR 418.110 for more information on when additional submission of this form is required.

i. Negotiated Indirect Cost Rate Agreement (NICRA), if applicable

If charging indirect costs using a NICRA (including for cost share), upload the NICRA under Other Attachments (listed as an Optional Form) in the Grants.gov Opportunity Application Package.

j. Disclosure of Potential Conflict of Interest

In accordance with 2 CFR 400.2, applicants must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees in the selection, award, and administration of Federal awards. No employee, officer, or agent may participate in the selection, award, or administration of a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties referenced, has a financial or other interest in, or a tangible personal benefit from, an applicant considered for a Federal award. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the applicant.

If the applicant has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the applicant must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflict of interest means that because of the relationships with a parent company, affiliate, or subsidiary organization, the

applicant is unable or appears to be unable to be impartial in conducting a Federal award action involving a related organization.

Applicants must disclose in writing any potential conflicts of interest to the USDA awarding agency or pass-through entity. Include the name of the individual, the name of the entity with which the individual has a conflict, the nature of the financial or other interest, the value of the interest, a description of how the interest relates to your proposal. Upload disclosures under Other Attachments (listed separately under Optional Forms) in Grants.gov. **If no conflict exists, no submission is required.**

k. Unique entity identifier (UEI) and System for Award Management (SAM)

Each applicant (unless the applicant is an individual excepted from those requirements under 2 CFR 25.110(b) or (c), or has an exception approved by the Federal awarding agency under 2 CFR 25.110(d)) is required to: (i) Be registered in SAM before submitting its proposal; (ii) provide a valid unique entity identifier in its proposal; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or a proposal or plan under consideration by a Federal awarding agency. The agency may not make a Federal award to an applicant until the applicant has complied with all applicable unique entity identifier and SAM requirements and, if an applicant has not fully complied with the requirements by the time the agency is ready to make an award, it may determine that the applicant is not qualified to receive a Federal award and use that determination as a basis for making a Federal award to another applicant.

Entities must obtain a UEI and register in SAM prior to registering with Grants.gov. A description of each is below. Entities are strongly encouraged to apply early for their SAM registration.

System for Award Management (SAM) Registration: To register, go to: <https://www.sam.gov>. The Federal Service Desk is available for registration assistance and can be contacted via the Help tab at the website listed above.

Awarding agency staff cannot support applicants regarding UEI or SAM issues.

4. Submission Dates and Times and Correspondence

Applicants must submit applications via Grants.gov. Proposals must be received by 11:59 pm Eastern Time (ET) on June 15, 2023, a proposal submitted or resubmitted after the deadline is late (a proposal is considered on time at 11:59.59 pm ET, but it is late at 12:00 am ET). Late submissions will not be reviewed or considered.

Grants.gov will provide either an error or a successfully received transmission in the form of an email sent to the applicant with the Authorized Organizational Representative (AOR) role attempting to submit the proposal. The Grants.gov Support Center reports that some applicants end the transmission because they think that nothing is occurring during the transmission process; be patient and give the system time to process the proposal.

If you have trouble submitting a proposal to Grants.gov, you should FIRST contact the Grants.gov Help Desk to resolve any issues. Keep a record of any such correspondence. See Section D. 2. for Grants.gov contact information.

For proposals successfully transmitted to Grants.gov before the deadline: The applicant with the AOR role who submitted the proposal will receive:

- an acknowledgement of receipt and a tracking number (GRANTXXXXXXXX) from Grants.gov
- an email with the official date/time stamp (this stamp is used to determine if the proposal was received prior to the deadline) from Grants.gov

When the agency successfully retrieves the proposal from Grants.gov and acknowledges the download of submissions, Grants.gov will also provide an electronic acknowledgment of receipt of the proposal to the applicant.

5. Intergovernmental Review

This funding opportunity is not subject to Executive Order 12372, "Intergovernmental Review of Federal Programs." When completing field 19. of the SF-424, check block c, "Program is not covered by E.O. 13272."

6. Funding Restrictions

Funds may not be used to pay any of the following costs unless otherwise permitted by law and approved in writing by the agency in advance of incurring such costs:

- a. Costs above the amount of funds authorized for the project.
- b. Costs incurred prior to the effective date of the award, including time spent applying for this opportunity.
- c. Costs which lie outside the scope of the approved project and amendments thereto.
- d. Entertainment costs, regardless of their apparent relationship to project objectives.
- e. Compensation for injuries to persons, or damage to property arising out of project activities.
- f. Consulting services performed by a Federal employee during official duty hours when such consulting services result in the payment of additional compensation to the employee.
- g. Capital expenditures for general purpose equipment, buildings, and land and for improvements to land, buildings, or equipment which materially increase their value or useful life. See 2 CFR 200.439 for additional information.
- h. Meals may be charged to an award only if they are necessary for the performance of the project. For instance, meals (normally only lunch) that are a necessary part of the costs of meetings and conferences (i.e., required attendance and continuity of a meeting), the primary purpose of which is the dissemination of information, are allowable, as are costs of transportation, rental of facilities, speakers' fees, and other items incidental to such meetings or conferences. Note: Meals consumed while in official travel status do not fall in this category. They are per diem expenses and should be reimbursed in accordance with the organization's established travel policies subject to statutory

limitations or in accordance with Federal travel policies.

- i. Costs normally charged as [indirect costs](#) may not be charged as [direct costs](#) without proper justification and agency approval. Proper justification includes documentation that the costs meet the criteria for allowability (see 2 CFR 200.403). Examples of such costs include rent, utilities, depreciation on buildings and equipment, the costs of operating and maintaining facilities, and general administration and general expenses, such as the salaries and expenses of executive officers, personnel administration, and accounting.
- j. Salaries that are not commensurate with level of work. All costs must be reasonable to be allowable (2 CFR 200.403), and 2 CFR 200.404 defines a reasonable cost as one if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Salaries determined not to be reasonable compared to the level of work will be unallowable.
- k. Software produced by non-domestic entities. Project budgets must not include costs (both Federal costs and cost-share) for software developed by non-domestic entities if it will be used by the Federal government or hosted on Federal systems.
- l. Refer to Section D for applicable indirect cost restrictions, if any.

This list is not exhaustive. For additional information please refer to 2 CFR Part 200, subpart E, Cost Principals.

E. APPLICATION REVIEW INFORMATION

1. Review and Selection Process

Proposals will be screened for completeness and compliance with the provisions of this notice. Incomplete, noncompliant, and/or proposals not meeting the formatting criteria may be eliminated from competition. In that event, the agency will send notification of elimination to the applicant. The agency intends to select and award without conducting any discussions or allowing applicants to correct deficiencies or omissions in their proposals. Consequently, applicants must ensure their proposals are complete and accurate. However, while the agency intends to select without contacting applicants, it reserves the right to request applicants to revise their proposals to correct deficiencies or omissions it identifies. If this occurs, the agency will conduct discussions with all applicants, identify deficiencies and omissions for all, and give applicants an opportunity to submit a revised proposal by a common cut-off date. The agency may also contact individual applicants to clarify certain components of their proposals.

Merit/technical reviews will be conducted by a technical review board nominated by the approving official. Risk reviews will be conducted by the FPAC Business Center, Grants and Agreements Division. The approving official will make the final award decisions. The approving official for this opportunity is the Chief of the Natural Resources Conservation Service or Designee. In addition to the merit/technical review and risk reviews, the approving official may also give consideration to furthering programmatic purposes, including geographical dispersion, program balance, or diversity of awards.

Merit/Technical Criteria: The weights and evaluation criteria below will be used in reviewing proposals submitted in response to this NFO. Proposals will be evaluated by the extent to which they meet the listed criteria:

- a. Degree to which the proposal is consistent with the CFWR's purpose and priorities (see section A.3. of this NFO). The number of purposes addressed by the project. The number of priority elements captured by the project. (Maximum 15 points)
- b. Degree to which proposal aligns with the most-preferred food waste recovery activities as identified in the descending tiers of the EPA's Food Recover Hierarchy. Points under this criterion will be given for those proposals that include a component focused on source reduction, feeding hungry people, feeding animals, or conversion of food scraps for industrial uses. (Maximum 10 points)
- c. Project Relevance (Maximum 20 points):
 - i. Rationale (Maximum 15 points): The proposal's success in implementing a project consistent with composting and/or food waste reduction goals in the target area(s), including estimated number of participants and one or more sources of relevant data. Degree to which the proposal aligns with USDA priorities including climate, equity, and environmental justice. Amount of anticipated participation by historically underserved groups or groups serving historically underserved or vulnerable communities. Description of activities with the potential to address the causes and impacts of climate change.
 - ii. History and Capacity (Maximum 5 points): The applicants demonstrated experience with municipal Composting and/or Food Waste Reduction activities; the degree to which this information supports that the applicant can successfully execute the proposed project.
- d. Degree to which the plan as presented successfully demonstrates the potential for significant positive impact on existing food waste reduction strategies including recovery and disposal and strengthens partnerships needed to accomplish those goals. (Maximum 20 points)
 - i. Evaluation Plan (Maximum 7 points): Clarity with which the proposal describes how activities will be monitored, data will be collected. progress will be measured, and at what frequency evaluation activities will occur. Degree to which identified indicators for measuring progress/impact are relevant and clearly align with project activities. Soundness of plan for tracking any anticipated or demonstrated economic benefits and impacts on existing food waste recovery and disposal by commercial, marketing, or business relationships in the target area(s).
 - ii. Monitoring and Evaluation Experience (Maximum 5 points): Proposal's success in adequately describing the organization's ability to monitor and evaluate the impact of the proposed project according to a proposed plan. Amount of relevant experience brought by the applicant or identified entity in monitoring and

evaluation. Clarity and succinctness over the overview provided by the applicant of how the work will be evaluated.

- iii. Sustainability (Maximum 5 points): Soundness of strategies provided by the applicant to ensure replicability and/or long-term viability of the project and describes how CFWR will be integrated into the operations, workflows, and staffing structure of the organization to continue past the end of the award. Extent to which the sustainability plan includes building or strengthening partnerships to promote CFWR as a priority to local stakeholders.
 - iv. Key Personnel Experience and Skills (Maximum 3 points): Amount of relevant experience and/or expertise described for required key personnel and/or entities needed to successfully develop and test strategies for planning and implementing municipal compost plans and food waste reduction plans. Adequacy of staffing plan.
- e. Degree to which the project anticipates or demonstrates economic efficiency, including evaluating the amount of Federal funds requested and the cost-effectiveness of the budget (including analysis of such items as the rental of equipment, vehicles, land, and building space during the length of the cooperative agreement instead of purchase thereof) in relation to the expected measurable outcomes and project impact (Maximum 20 points):
- i. Cost (Maximum 10 points): The total amount of Federal funds requested is within the allowable range (\$55,000 to \$400,000) and appropriate for the scope of the project. Proposed costs are reasonable, necessary, and allocable to carry out the project's goals and objectives. Budget calculations and documentation clearly show how the budget components were developed and costs were estimated. The budget includes a line-item description for every allowable cost and shows how it supports the project goals. The purchase of special purpose equipment is supported by substantial documentation that includes how it will help accomplish the project deliverables; a lease vs. purchase comparison; how it will be inventoried, stored, and maintained during the project; and what will be done with it when the project is over.
 - ii. Budget Narrative (Maximum 5 points): Budget Narrative includes an itemized explanation and justification for all requested budget items and costs. Costs clearly support the purpose of CFWR. Details provided show how the totals on the SF-424A or SF-424C were determined and demonstrate a clear connection between costs and the proposed project activities. Budget Narrative and the Project Narrative clearly align with one another.
 - iii. Funding (Maximum 5 points): Applicant clearly describes how the program will continue to be funded or supported past the award period, by thoroughly identifying areas and activities that require additional funding and indicating specific sources of future funding (can be other grants, in-kind donations/volunteer hours/etc.). Applicant describes how CFWR efforts will be included in the local governments and/or organization overall long-term budget.

NOTE: Project's relying on volunteer contributions should document the volunteer hours and cost calculations translating the volunteer hours to non-federal in-kind dollars with details provided identifying and objectively detailing the tasks and volunteer services that will be provided.

- f. Quality of the plan for collaborating with multiple partners, including public or private entities, nonprofit or for-profit entities, academic institutions (including minority-serving colleges and universities), and/or other appropriate professionals, community-based organizations, and local government entities to achieve project objectives and outcomes (Maximum 15 points):
 - i. Diverse Collaborator List (Maximum 5 points): Applicant lists two or more partners from diverse disciplines and expertise to achieve project objectives and outcomes. Partners are from a wide range of organizations — universities, other federal agencies, non-profit organizations, businesses, foundations, and associations — in order to join strength and skills. Applicant provides complete contact information for each partner including contact names, addresses, phone numbers and email addresses (if applicable) in the Project Narrative.
 - ii. Partnership (Maximum 5 points): Applicant includes reasoning for why each partner was selected and clearly describes the partnership arrangement.
 - iii. Roles (Maximum 5 points): Applicant identifies and describes the contribution of each partner, what they are responsible for, and how each partner's involvement will contribute to achieving project objectives and goals. The identified partners are appropriate for the listed role(s). Applicant clearly describes coordination among project team and partners.

2. Administrative and Risk Criteria

Notice of selection after merit/technical evaluation does not guarantee that an applicant will receive an award. Following notification of selection for funding (see Section F), the FPAC Business Center, Grants and Agreements Division's staff conducts a final administrative and risk review of those proposals. The administrative review includes, but is not limited to, a check to ensure that NFO requirements were met (e.g., applicant meets eligibility criteria, proposal was submitted via Grants.gov by the established deadline), and proposed costs are allowable, allocable, and necessary. During this process, it may be necessary to request further documentation from the applicant (e.g., organizational information as part of the risk assessment, more detail regarding proposed costs).

In addition, to comply with the requirements at 2 CFR 200.206, the agency will follow, at a minimum, the risk review process described below (additional steps may be taken).

The awarding agency will check SAM to ensure the applicant is not suspended or debarred, which would preclude receiving an award. In addition, prior to making a Federal award with a total Federal share greater than the simplified acquisition threshold (\$250,000), the agency must review and consider any information about the applicant that is in the designated

integrity and performance system accessible through SAM (the Federal Awardee Performance Integrity Information System, FAPIIS) (see 41 USC 2313 and 2 CFR 200.206(a)).

An applicant must meet the following standards to be considered for award:

a. Financial Stability

The applicant maintains an adequate financial resources or cash flow to meet its financial obligations on a routine basis to successfully complete any agreement it may be awarded.

b. Quality of Management Systems and Ability to meet Management Standards prescribed in 2 CFR Part 200

The applicant has a financial management system adequate to segregate and track federal funds. It has adequate systems in place for proper agreement administration; compliance with the standards outlined in 2 CFR Part 200 Section D for procurement, property, and records management; and required financial and performance reporting.

c. History of Performance

If the applicant has previously obtained Federal financial assistance award, it has never failed to materially comply with the Federal award terms and conditions and further has never had an award terminated on that basis.

Submission of an proposal constitutes certification that an applicant meets these standards (items a. through c. above). The agency may request documentation to substantiate the certification. Based on risk assessment, the agency may impose specific award conditions in accordance with 2 CFR 200.208.

3. Awards Over the Simplified Acquisition Threshold (if applicable)

- a. Prior to making a Federal award with a total Federal share greater than the simplified acquisition threshold (\$250,000), the agency must review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM, the Federal Awardee Performance Integrity Information System, FAPIIS. FAPIIS is a federal database intended to serve as a government-wide source of information about the prior performance and compliance of federal procurement contractors, grantees, and cooperative agreement holders (see 41 U.S.C. 2313 and 2 CFR 200.206(a)).
- b. An applicant may review information in FAPIIS accessible through SAM and comment on any information about it that a Federal awarding agency previously entered.
- c. The agency will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants as described in 2 CFR 200.206, Federal awarding agency review of risk posed by applicants.

F. FEDERAL AWARD ADMINISTRATION INFORMATION

1. Federal Award Notices

The agency will provide notice that a proposal has been selected before it actually makes the Federal award. As such, the selection notification is not an authorization to begin performance. All costs incurred before the Federal awarding agency makes the Federal award are at the recipient's risk (i.e., the Federal awarding agency is not required to reimburse such costs if for any reason the recipient does not receive a Federal award or if the Federal award is less than anticipated and inadequate to cover such costs). The Notice of Grant and Agreement Award (ADS-093) signed by the authorized agency official is the only authorizing document and will be provided electronically to the entity's authorized official for signature.

The agency anticipates announcing or notifying successful and unsuccessful applicants by August 31, 2023 and expects to have Federal awards in place by February 29, 2024.

2. Administrative and National Policy Requirements

All project funds will be used in accordance with 2 CFR Part 200 and the General Terms and Conditions, which are available at the following website:

<https://www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions/index.html>.

Projects performed pursuant to this opportunity may be subject to the National Environmental Policy Act (NEPA). If applicable, NRCS must work with awardees to complete an environmental review of each awarded project before project commencement. In addition, prior to any ground-disturbing activities related to NRCS funding, the awardee must work with NRCS staff to complete an environmental evaluation (EE) related to those activities. Awardees may be required to prepare or pay for preparation of an environmental assessment (EA) or environmental impact statement (EIS), should any environmental review find that an EA or EIS is required.

In addition, a National Historic Preservation Act (NHPA), Section 106 review and consultation by an NRCS State or area office with consulting parties (such as the pertinent State Historic Preservation Officer and federally recognized Indian Tribes) may be required prior to the implementation of project activities that have the potential to impact cultural resources. NHPA Section 106, its implementing regulations (36 CFR Part 800), and other related authorities, require Federal agencies to determine if a project has the potential to cause an effect to historic properties and, if so, if they are adverse and how the effects may be addressed. The NHPA review and compliance in accordance with Section 106 of NHPA and implementing regulations at 36 CFR Part 800 must be completed by NRCS and applicants may be required to pay for any cultural resource surveys needed for NRCS to assess project effects. More information on the applicant's role in the NHPA Section 106 process can be found on the Advisory Council on Historic Preservation website at <https://www.achp.gov/digital-library-section-106-landing/section-106-applicant-toolkit>.

Consultation with the U.S. Fish & Wildlife Service and/or the National Marine Fisheries Service under the Section 7 of the Endangered Species Act (ESA) is also required for projects that may affect listed or proposed species or destroy or modify critical habitat. The ESA consultation in accordance with Section 7 of the ESA and implementing regulations at 50 I CFR Part 402 must be completed by NRCS prior to the implementation of project activities that have the potential to impact species or habitat protected under the ESA. More information on the Section 7 consultation process can be found at <https://www.fws.gov/service/esa-section-7-consultation>.

3. Reporting

Reporting will follow the guidelines included in the agency's General Terms and Conditions, which are available at the following website: <https://www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions/index.html>

If the Federal share of any agreement awarded under this opportunity notice may include more than \$500,000 over the period of performance, recipients must also comply with the post award reporting requirements reflected in Appendix XII of 2 CFR Part 200 —Award Term and Condition for Recipient Integrity and Performance Matters.

Applicants that receive awards pursuant to this opportunity and any sub awardees must comply with the reporting requirements described at 2 CFR Part 170 unless an exception applies. Applicants must ensure they have the necessary processes and systems in place to comply with those requirements. A list of exceptions can be found at 2 CFR 170.110(b).

All CFWR recipients are responsible for reporting on project outcomes related to strategies for planning and implementing municipal compost plans and/or food waste reduction plans.

Submission of interim and final reports are required to demonstrate the progress made toward the completion of project goals, objectives, and outcomes, as well as the agreement's overall financial status. Federal Financial Report (SF-425) is due with each performance report to account for financial expenditures during that reporting period.

An itemized list of activities must accompany every payment and reimbursement request as a supplemental document in addition to the financial details. This report should illustrate the activities performed during the period indicated on the SF-270 showing how the funds were used.

Performance reports and Federal Financial Reports (SF425) are due annually no later than 90 calendar days after each annual performance reporting period end date.

A final performance report and SF-425 must be submitted no later than 120 calendar days after the performance period end date.

Submit reimbursement requests to the ezFedGrants system or the FPAC Grants and Agreements Division via email to: FPAC.BC.GAD@usda.gov on a quarterly basis. Refer to the General Terms and Conditions for more information regarding payment requests.

4. Audit Requirements

As required in 2 CFR Part 200, Subpart F Audit Requirements, all U.S. states, local governments, Federally recognized Indian tribal governments, and non-profit organizations expending \$750,000 or more in Federal award funds in a fiscal year must submit a Single Audit report for that year through the Federal Audit Clearinghouse's Internet Data Entry System.

G. FEDERAL AWARDING AGENCY CONTACT

For questions regarding this opportunity, please contact the following individual with the NFO number in the subject line:

Name: Melanie Krizmanich
Grants Management Specialist
FPAC Business Center

Email: Melanie.Krizmanich@usda.gov with a copy to FPAC.BC.GAD@USDA.GOV

H. OTHER INFORMATION

1. Questions regarding this opportunity must be submitted to the Federal Awarding Agency Contact identified above via email with the NFO number in the subject line.
2. For technical issues with Grants.gov, please contact Grants.gov Applicant Support at 1-800-518-4726 or support@grants.gov. Awarding agency staff cannot support applicants regarding Grants.gov accounts.

3. Freedom of Information Act (FOIA)

Proposals are considered confidential information. Proposals are not shared with individuals or entities seeking public disclosure through the Freedom of Information Act (FOIA) without the consent of the applicant. More specifically, Executive Order 12600 and USDA FOIA regulation 7 CFR Part 1, Subpart A requires the awarding agency to provide notice to applicants that a third party has requested copies of their business information and requires the awarding agency to consult with applicants regarding the releasing their records.

4. Government Obligation

The Federal Government is not obligated to make any Federal award as a result of this opportunity. Only authorized federal officials can bind the Federal Government to the expenditure of funds.

U.S. Department of Agriculture Non-Discrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by

USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at <https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer> and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture

Office of the Assistant Secretary for Civil Rights

1400 Independence Avenue, SW

Washington, D.C. 20250-9410

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov

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ATTACHMENT 1: SF424A SAMPLE

If applying to an opportunity on Grants.gov, complete the forms in the opportunity package. For all other applications, use the forms available on Grants.gov: <https://www.grants.gov/web/grants/forms/sf-424-family.html>

FBAC-BC GRANTS AND AGREEMENTS WEBSITE

<https://www.fpacbc.usda.gov/about/grants-and-agreements/apply-to-a-funding-opportunity/index.html>

1. SF-424 PREPARATION

Instructions for new agreement applications only. Separate instructions apply to amendments.

Applicants must review these instructions to ensure that the form is completed correctly. This will reduce the likelihood that the form will need to be returned for correction and potentially delay execution of any resultant agreement.

Columns one and two below correlate to the blocks on the Form SF-425. Column 3 includes the Office of Management and Budget (OMB) Standard Form instructions, and the final column includes FPAC Agency specific guidance to be used to complete the form.

Block	Field Name	SF-424 Instructions (V4.0)	FPAC Agency Guidance
1	Type of Submission	Select one type of submission in accordance with agency instructions. • Pre-application • Application • Changed/Corrected Application - Check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this form to submit changes after the closing date. Required.	Select “Application” if this is the first application submitted. If updating an application recently submitted, choose Changed/Corrected Application.
2	Type of Application	Select one type of application in accordance with agency instructions.	Applicants should generally select “New”. If, however, the applicable Notice of Funding Opportunity (NFO) allows the

		• New - An application that is being submitted to an agency for the first time. • Continuation - An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals. • Revision - Any change in the federal government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. - A: Increase Award - B: Decrease Award - C: Increase Duration - D: Decrease Duration - E: Other (specify) - AC: Increase Award, Increase Duration - AD: Increase Award, Decrease Duration - BC: Decrease Award, Increase Duration - BD: Decrease Award, Decrease Duration Required.	submission of renewals or supplements (see section B of the NFO) and the application meets the NFO description of one of these categories, then choose "Continuation or Revision" and the appropriate letter(s).
3	Date Received	Enter date if form is submitted through other means as instructed by the Federal agency. The date received is completed electronically if submitted via Grants.gov. Required.	Not completed by applicant. This is a required field and will be populated automatically by Grants.gov.
4	Applicant Identifier	Enter the entity identifier assigned by the Federal agency, if any, or the applicant's control number if applicable. Optional.	Optional/not required.
5a	Federal Entity Identifier	Enter the number assigned to your organization by the federal agency, if any. Optional.	Leave blank.
5b	Federal Award Identifier	For new applications, leave blank. For a continuation or revision to an existing award, enter the previously assigned federal award identifier number. If a changed/corrected application, enter the federal identifier in accordance with agency instructions.	Leave blank if you are submitting a new application (item 2). If submitting another type (e.g., renewal or supplement), enter the assigned Award Identifying Number (block 1 on the Notice of Grant and Agreement Award). If submitting a changed/corrected application in Grants.gov, include the Grants.gov tracking number for previously submitted

		Optional.	application.
6	Date Received by State	Leave this field blank. This date will be assigned by the state, if applicable. Optional.	Leave blank.
7	State Application Identifier	Leave this field blank. This identifier will be assigned by the state, if applicable. Optional.	Leave blank.
8a	Applicant Legal Name	Enter the legal name of the applicant that will undertake the assistance activity. This is the organization that has registered with the System for Award Management (SAM). Information on registering with SAM may be obtained by visiting SAM.gov. Required.	This name must be consistent with the name as registered in the System for Award Management (SAM). If the name in SAM is not correct, update it accordingly. If you are applying as an individual, use your legal name as in the Social Security system.
8b	Applicant Employer/Taxpayer Identification Number (EIN/TIN)	Enter the employer or taxpayer identification number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444. Required.	This number must be consistent with the number in the applicant's SAM registration. If you are applying as an individual, use your Social Security number.
8c	Unique Entity Identifier (UEI)	Enter the organization's UEI received from SAM. The UEI is a unique 12-character organization identifier. Information on registering with System for Award Management (SAM.gov) may be obtained by visiting the Grants.gov website. Required.	As of April 2022, the SAM-assigned UEI replaces the DUNS. If you are applying as an individual, this field must be 00000000INDV.
8d	Applicant Address	Enter address: Street 1 (required); City (required); County/Parish, State (required if country is US); Province; Country (required); 9-digit ZIP/Postal Code (required if country is US). If +4 does not exist for the address, enter "0000". Required.	This address must be consistent with the address in the applicant's SAM registration.
8e	Applicant Organizational Unit	Enter the name of the primary organizational unit, department, or division that will undertake the assistance activity. Optional.	Not required.
8f	Applicant Contact Information	Enter the first and last name (required), prefix, middle name, suffix, and title. Enter organizational affiliation if affiliated with an organization other than that in 7.a. Telephone	This does not necessarily need to be the person with authority to sign the application. It is a point of contact for agency staff to contact regarding the application.

		number and email (required); fax number. Required.	
9	Type of Applicant 1	Select a minimum of one applicant type or select up to three applicant types in accordance with agency instructions. If “Other” is selected, then specify Other Type of Applicant in text box. A. State Government B. County Government C. City or Township Government D. Special District Government E. Regional Organization F. U.S. Territory or Possession G. Independent School District H. Public/State Controlled Institution of Higher Education I. Indian/Native American Tribal Government (Federally Recognized) J. Indian/Native American Tribal Government (Other than Federally Recognized) K. Indian/Native American Tribally Designated Organization L. Public/Indian Housing M. Nonprofit N. Private Institution of Higher Education O. Individual P. For-Profit Organization (Other than Small Business) Q. Small Business R. Hispanic-serving Institution S. Historically Black Colleges and Universities (HBCUs) T. Tribally Controlled Colleges and Universities (TCCUs) U. Alaska Native and Native Hawaiian Serving Institutions V. Non-US Entity W. Other (specify) Required.	The selection must be consistent with the entity type listed in the applicant’s SAM registration.

10	Name of Federal Agency	Enter the name of the federal agency from which assistance is being requested with this application. This information is pre-populated if submitting through Grants.gov. Required.	Enter the applicable agency if not automatically populated: • FSA-Farm Service Agency • RMA-Risk Management Agency • NRCS-Natural Resource Conservation Service • FBC-Farm Production and Conservation Business Center
11	Catalog of Federal Domestic Assistance Number/Federal Assistance Listing and Title a.k.a. Federal Assistance Listing	Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable. This information is pre-populated if using Grants.gov. Required.	If not automatically populated, leave blank.
12	Funding Opportunity Number and Title	Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested as found in the program announcement. This information is pre-populated if using Grants.gov. Required.	If not automatically populated, enter the opportunity number and title. If unknown leave blank.
13	Competition Identification Number and Title	Enter the competition identification number and title of the competition under which assistance is requested, if applicable. These fields are pre-populated by Grants.gov if provided by the federal agency. Optional.	Leave blank.
14	Areas Affected by Project (Cities, Counties, States, etc.)	This data element is intended for use only by programs for which the area(s) affected are likely to be different from the place(s) of performance reported on the SF-424 Project/Performance Site Location(s) Form. Add attachment to enter additional areas, if needed. Optional.	Leave blank.
15	Descriptive Title of Applicant's Project	Enter a brief descriptive title of the project. Supporting documents may be attached if specified in agency instructions. Optional.	Enter a concise but informative title for the project (maximum of 200 characters).
16a	Congressional District of Applicant	16a. Enter the applicant's congressional district. Required.	Enter the Congressional district based on the physical address of the applicant as listed in the applicant's SAM registration. District numbers can be found at

			http://www.house.gov/representatives/find/ .
16b	Congressional District(s) of Program/Project	16b. Enter the primary district affected by the program or project. Enter in the following format: 2-character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina’s 103rd district. If all congressional districts in a state are affected, enter “all” for the district number, e.g., MD-all for all congressional districts in Maryland. If nationwide, i.e., all districts within all states are affected, enter US-all. If the program/project is outside the US, enter 00.000. This optional data element is intended for use only by programs for which the area(s) affected are likely to be different than place(s) of performance reported on the SF-424 Project/Performance Site Location(s) form. Attach an additional list of program/project congressional districts, if needed. Required.	District numbers can be found at http://www.house.gov/representatives/find/ . If an additional list of program/project congressional districts is to be attached to a Grants.gov opportunity, upload it under Other Attachments (listed as an Optional Form) in the Grants.gov Opportunity Package.
17a	Proposed Project Start Date	Enter the proposed start date of the project. Required.	If applying in response to a Grants.gov opportunity, refer to section B of the NFO.
17b	Proposed Project End Date	Enter the proposed end date of the project. Required.	If applying in response to a Grants.gov opportunity, refer to section B of the NFO.
18a-g	Estimated Funding	Enter the amount requested, or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses. For zero funding, enter 0. Required.	Enter the project’s total amount of funding for each category below. These values must be consistent with the values on the SF-424A and the Budget Narrative. Only include amounts for items b. through f. to meet the required cost-share/match, if any, identified in the NFO. a. <u>Federal</u> : enter the amount of Federal funds being requested. b. <u>Applicant</u> : enter cost share/match being provided by the applicant itself. Do not include cost share/match being provided by commitments from other sources; those amounts are to be included in items c., d., and e, as applicable. c. <u>State</u> : enter the amount of any cost share/match

			being provided by a State government entity. d. <u>Local</u>: enter the amount of any cost share/match being provided by a Local government entity. e. <u>Other</u>: enter the amount of any cost share/match being provided by a source other than those listed above. f. <u>Program Income</u>: enter the amount of program income (if any) used for meeting cost share/match requirements (see 2 CFR 200.80 and 200.307). g. <u>Total</u>: This field is automatically calculated. It is the sum of all amounts in the categories (items a. through f.) above.
19	Executive Order 12372	Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process. Select the appropriate box. If "A." is selected, enter the date the application was submitted to the State. Required.	Select the applicable response as to whether or not the application is subject to State review under state laws or procedures. Executive Order 12372 can be found at https://www.archives.gov/federal-register/codification/executive-order/12372.html. The Intergovernmental Review Single Point of Contact list can be found at https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf.
20	Federal Debt Delinquency	Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of federal debt include but may not be limited to delinquent audit disallowances, loans, and taxes. If yes, include an explanation in an attachment. Required.	No additional instructions
21	Certification and Signature	To be signed and dated by the authorized representative of the applicant organization. Enter the first and last name (required), prefix, middle name, and suffix. Enter title, telephone number, fax number, and email. Fax number is not required. A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain federal agencies may require that this authorization be submitted as part of the application.) If the application is submitted via Grants.gov, the	If not submitted through Grants.gov, the authorized representative must click the box. and provide either an ink signature or digital signature/digital certificate (cannot be a script font).

		signature of the authorized representative and the date signed are completed upon submission. Required.	
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2. SF-424A PREPARATION

Applicants must review these instructions to ensure the form is completed correctly. This will reduce the likelihood that the form will need to be returned for correction and potentially delay execution of any resultant agreement.

SECTION A – BUDGET SUMMARY			
Column	Field Name	Form SF-424A Instructions (V1.0)	FPAC Agency Guidance
1(a)	Grant Program Function or Activity	Enter the name of the activity or function. At least one is required.	FPAC agencies do not require the project budget be broken down into separate programs, functions, or activities on this form. That level of detail, if desired, is reserved for the Budget Narrative which is a related, but separate document. Enter “Federal” in 1(a) and, if cost-share/match is required, enter “Non-Federal” in 2(a). Leave the remaining rows blank.
1(b)	Catalog of Federal Domestic Assistance Number	Enter the Catalog of Federal Domestic Assistance Number. At least one is required.	If not automatically populated, leave blank. Leave the remaining rows blank.
1(c-d)	Estimated Unobligated Funds: Federal and Non-Federal	For new applications, leave Column (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year). For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of the amounts in Columns (e) and (f). For supplemental grants and changes to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or	Leave all rows of columns (c) and (d) blank.

		decrease of federal funds and enter in Column (f) the amount of the increase or decrease of non-federal funds. In Column (g) enter the new total budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (go) should not equal the sum of the amounts in Columns (e) and (f). Conditionally required.	
1(e)	New or Revised Budget: Federal	For new applications, leave Column (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year). For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of the amounts in Columns (e) and (f). For supplemental grants and changes to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of federal funds and enter in Column (f) the amount of the increase or decrease of non-federal funds. In Column (g) enter the new total budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of the amounts in Columns (e) and (f). Conditionally required.	Enter the total amount of the Federal funds requested in Row 1, column (e). Leave the remaining rows column (e) blank. This amount must be consistent with the amount in Block 18a of the SF-424.
1(f)	New or Revised Budget: Non-Federal	For new applications, leave Column (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).	Enter the total amount of the required Non-Federal cost share/match, if applicable, in Row 2, column (f) and leave the remaining rows of column (f) blank. This amount must be consistent with the total amount of Blocks 18b through 18f of the SF-424.

		For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of the amounts in Columns (e) and (f). For supplemental grants and changes to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of federal funds and enter in Column (f) the amount of the increase or decrease of non-federal funds. In Column (g) enter the new total budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (go) should not equal the sum of the amounts in Columns (e) and (f). Conditionally required.	
1(g)	Total	Total for Row 1(a) – 1(f). If using electronic form, these numbers are auto calculated. Required.	This auto-calculates and must be consistent with the total amount in Block 18(a) of the SF424.
5	Totals	Total for each column. IF using electronic form, these numbers are auto calculated. Required.	This auto-calculates. Block 5(g) is the total proposed application budget.
SECTION B – BUDGET CATEGORIES			
6(1-2)	Grant Program Function or Activity 1 - 2	In the column headings (1) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4, column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each Grant Program, Function or Activity, fill in the total requirements for funds (both federal and non-federal) by object class categories. If using the Budget Information form through Grants.gov, the Grant Program, Function,	The form will auto-populate “Federal” in the heading of Column 1. See the Budget Narrative Guidance https://www.fpacbc.usda.gov/about/grants-and-agreements/apply-to-a-funding-opportunity/index.html for guidance on what types of costs to include in each category. The form will auto-populate “Non-Federal” in the heading of Column 2. See the Budget Narrative Guidance https://www.fpacbc.usda.gov/about/grants-and-

		or Activity is pre-populated by the Grant Program Function or Activity from column (A) in Section A – Budget Summary. Required.	agreements/apply-to-a-funding-opportunity/index.html for guidance on what types of costs to include in each category.
6(3-4)	Grant Program Function or Activity 3 - 4	In the column headings (3) through (4), enter the titles of the same programs, functions, and activities shown on Lines 3-4, column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each Grant Program, Function or Activity, fill in the total requirements for funds (both federal and non-federal) by object class categories. If using the Budget Information form through Grants.gov, the Grant Program, Function, or Activity is pre-populated by the Grant Program Function or Activity from column (A) in Section A – Budget Summary. Required.	Leave all rows of this entire column blank.
6(a)	Personnel	Enter funds required for purpose/column heading from the selected program. If not applicable, leave blank. Optional.	Refer to Budget Narrative Guidance. This is an attachment to the NFO or is available at https://www.fpacbc.usda.gov/about/grants-and-agreements/apply-to-a-funding-opportunity/index.html .
6(b)	Fringe Benefits		
6(c)	Travel		
6(d)	Equipment		
6(e)	Supplies		
6(f)	Contractual		
6(g)	Construction		
6(h)	Other		
6(i)	Total Direct Charges (sum of 6(a) thru 6(h))	Sum of 6(a) thru 6(h). If using electronic form, these numbers are auto calculated. Required.	This auto-calculates.
6(j)	Indirect Charges	Enter the amount of indirect costs. If not applicable, leave blank. Optional.	Refer to Budget Narrative Guidance, which is included as an attachment to the NFO or is available at https://www.fpacbc.usda.gov/about/grants-and-agreements/apply-to-a-funding-opportunity/index.html .

6(k)	TOTALS (sum of 6(i) thru 6(j))	Enter the total of amounts on Lines 6i and 6j. (This amount is auto calculated if using Grants.gov.) For all applications for new grants and continuation grants, the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1)-(4), Line 6k should be the same as the sum of the amounts in Section A, Columns (e) and (f) on Line 5. If using electronic form, these numbers are auto calculated. Required.	Row 6(k) of Columns (1) and (2) will auto-populate; all other columns should be blank. The total must be consistent with the Federal total in Section A (row 5 columns (e) and (f)). All costs must comply with the cost principles of 2 CFR Part 200, Subpart E – Cost Principles. All costs must be allowable (2 CFR 200.403), allocable to the agreement (2 CFR 200.405), and reasonable in amount (2 CFR 200.404).
7	Program Income	Enter the estimated amount of total income, if any, expected to be generated from this project. If not applicable, leave blank. Optional.	If your project does not expect program income to be generated, leave this blank. Program income (see 2 CFR 200.1) means gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in § 200.307(f). Program income includes but is not limited to income from fees for services performed, the use or rental or real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. This is the amount expected but may not necessarily be what is achievable under a resultant agreement.
SECTION C – NON-FEDERAL RESOURCES			
8(a)	Grant Program Function or Activity 1	Name of the grant program from which funds will be derived. Defaults to the corresponding program name in section A; but may be overwritten if called for by the instructions for this funding opportunity. Required.	This will auto-populate.
8(b-d)	Grant Program Function or Activity 2 - 4	Enter resources provided by the applicant for the selected program. If not applicable, leave blank. Optional.	Leave blank.

8(e)	(e) Total of Non-Federal Resources for Grant Program sum of line (a) through (d)	Total Sum of 8(b) thru 8(d). Required.	Leave blank.
12(b) thru 12(e)	Total (sum of lines 8-11)	Total for each column. If using electronic form, these numbers are auto calculated. Required.	
SECTION D – FORECASTED CASH NEEDS			
13	Federal Total for 1 st Year	Sum of Federal 1st Quarter – 4th Quarter Forecasted Cash Needs. If using electronic form, these numbers are auto calculated. Required.	Per agency guidance leave blank.
	Federal Forecasted Cash Needs for 1 st Quarter – 4 th Quarter	Enter the forecasted cash needs from federal sources for each quarter of the first program year. If not applicable, leave blank. Optional.	Leave blank.
14	Non-Federal for 1 st Year	Sum of Non-Federal 1st Quarter – 4th Quarter Forecasted Cash Needs. If using electronic form, these numbers are auto calculated. Required.	Per agency guidance leave blank.
	Non-Federal Forecasted Cash Needs for 1 st Quarter – 4 th Quarter	Enter the forecasted cash needs from non-federal sources for each quarter of the first program year. If not applicable, leave blank. Optional.	Leave blank.
15	TOTAL (sum of lines 13 and 14)	Total for each column. If using electronic form, these numbers are auto calculated. Required.	Per agency guidance leave blank.
	Total Forecasted 1st Year	Total Sum of 1st Year Federal and Non-Federal Forecasted Cash Needs. If using electronic form, these numbers are auto calculated. Required.	
	Total Forecasted 1 st Quarter – 4 th Quarter	Total each Quarter Federal and Non-Federal Forecasted Cash Needs. If using electronic form, these numbers are auto calculated. Optional.	Leave blank.
SECTION E – BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT			
16(a)	Grant Program	Name of the grant program from which funds will be derived. Defaults to the corresponding program name in section A; but may be	This will auto-populate.

		overwritten if called for by the instructions for this funding opportunity. Required.	
16(b-d)	First Future Funding Period (year) – Third Future Funding Period (year)	Enter the estimated federal funds that will be required in each of the additional funding years for the selected program. Optional.	Leave blank.
16(e)	Fourth Future Funding Period (year)	Enter the estimated federal funds that will be required in the fourth funding year for the selected program. Optional.	Leave blank.
20	Total (sum of lines 16-19)	Total Sum of Estimated Federal Funds needed for balance of project per year. Auto calculated. Required.	Leave blank.
SECTION F – OTHER BUDGET INFORMATION			
21	Direct Charges	Use this space to explain amounts for individual direct object class cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.	Leave blank.
22	Indirect Charges	Enter the type of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.	
23	Remarks	Provide any other explanations or comments deemed necessary.	

BUDGET INFORMATION - Non-Construction ProgramsOMB Number: 4040-0006
Expiration Date: 02/28/2022**SECTION A - BUDGET SUMMARY**

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Federal		\$	\$	\$ 113,850.00	\$	\$ 113,850.00
2. Non-Federal					38,500.00	38,500.00
3.						
4.						
5. Totals		\$	\$	\$ 113,850.00	\$ 38,500.00	\$ 152,350.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	Federal	Non-Federal			
a. Personnel	\$ 80,000.00	\$ 28,000.00	\$	\$	\$ 108,000.00
b. Fringe Benefits	20,000.00	7,000.00			27,000.00
c. Travel	3,000.00				3,000.00
d. Equipment					
e. Supplies	500.00				500.00
f. Contractual					
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)	103,500.00	35,000.00			\$ 138,500.00
j. Indirect Charges	10,350.00	3,500.00			\$ 13,850.00
k. TOTALS (sum of 6i and 6j)	\$ 113,850.00	\$ 38,500.00	\$	\$	\$ 152,350.00
7. Program Income	\$	\$	\$	\$	\$

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SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program		(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8.	Federal	\$	\$	\$	\$
9.	Non-Federal				
10.					
11.					
12. TOTAL (sum of lines 8-11)		\$	\$	\$	\$

SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$	\$	\$	\$	\$
14. Non-Federal	\$				
15. TOTAL (sum of lines 13 and 14)	\$	\$	\$	\$	\$

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program		FUTURE FUNDING PERIODS (YEARS)			
		(b)First	(c) Second	(d) Third	(e) Fourth
16.	Federal	\$	\$	\$	\$
17.	Non-Federal				
18.					
19.					
20. TOTAL (sum of lines 16 - 19)		\$	\$	\$	\$

SECTION F - OTHER BUDGET INFORMATION	
21. Direct Charges:	22. Indirect Charges:
23. Remarks:	

APPENDIX C - Budget Narrative Guidance

All costs must comply with the cost principles of 2 CFR Part 200, [Subpart E – Cost Principles](#). All costs (both Federal and any required non-Federal cost-sharing/match) that are part of an award must be:

- allowable ([2 CFR 200.403](#)),
- allocable to the agreement ([2 CFR 200.405](#)), and
- reasonable in amount ([2 CFR 200.404](#)).

A thorough budget narrative will aid the administrative review and processing of a recommended award. Amounts included in a budget and budget narrative are estimates; in the event of an award, payments will be based on actual expenditures. The following is guidance for your use in preparing a thorough budget narrative. The guidance follows the order of the budget items.

COST-SHARING/MATCHING: If required, you must provide the information below for the Federal portion of costs and *separately* provide the information below with the same level of detail for the cost-sharing/matching portion, as applicable, as part of the budget narrative.

PERSONNEL – Only include employees of applicant organization

This category includes salaries and wages of personnel of the applicant organization (i.e., employees) that will be working directly on the project. For each individual, identify their role and describe their contributions to the project. Also include their annual salary, percent of effort, and the period of time they will contribute to the project along with the associated funds requested for support. The following format is an appropriate way to provide the information.

Mr. Jones – Project Director. Accountable for assuring that all project activities are carried out in a timely, cost-efficient and responsible manner. He will provide oversight of daily activities and lead and direct the project toward accomplishment of the objectives of the project. He is responsible for the submission of the required reports.

Salary	% effort	Project Duration	Funds Requested
\$50,000	25%	12 months	\$12,500

FRINGE BENEFITS – Only related to salaries identified under Personnel

Fringe benefits include, but are not limited to, the costs of leave (e.g., vacation, family-related, sick or military), employee insurance, pensions, and unemployment benefit plans. Also, see [2 CFR 200.431](#), Compensation-Fringe Benefits. Provide information about how fringe benefits are determined along with the amount requested.

For instance:	Amt. Requested
Fringe benefits - 25% of salaries and wages (\$12,500 @ 25%).	\$3,125

TRAVEL

Refer to your organization's travel policy for guidance on how to arrange travel. If your organization lacks a policy, it is expected that you follow the U.S. federal government policy, see <http://www.gsa.gov/federaltravelregulation>.

For the budget narrative, identify the total funds requested for travel. Provide as much detail as possible including purpose, destination, dates of travel, and number of individuals for each trip. If the dates of travel are not known, specify estimated length of trip. Identify what will be followed (e.g., organizational travel policies or government per diem rates). The following are a few examples of how to provide the information.

- 2 people - travel to Washington D.C. once per year for a two-day meeting [identify purpose of meeting].
 - Airfare \$800 x 2 for airfare = \$1,600
 - Airport parking = \$64
 - Hotel for 3 nights x 2 @ \$200 = \$1,200
 - Meals for 2 days x 2 = \$24;
 - Rental car for 3 days @ \$110/day = \$330
 - Total for trip: \$3,439
- Local travel for project manager is calculated at .50 per mile throughout primary service area x 326 miles/month x 12 months = \$1,956.

EQUIPMENT

Equipment is defined as an item of property that has an acquisition cost of \$5,000 or more (unless the organization has established lower levels) and an expected service life of more than one year. List each item of equipment along with the applicable cost. Include justification of its need in accomplishing the goals of the project.

Example: To complete objectives #1 and #2, Refrigerated Trailer is required. XYZ Refrigerated Trailer, Model #123, at \$5,555

These costs should only include the costs to purchase new equipment. The cost of renting or leasing equipment is not to be included in this category but instead, include under the Contractual category. If equipment is costly, include a lease vs purchase comparison in the budget narrative in support of route chosen.

SUPPLIES

Supplies is defined in [2 CFR 200.1](#) as all tangible personal property other than those described in [2 CFR 200.1](#) Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. Suggest also viewing [2 CFR 200.453](#), Materials and Supplies Costs, Including Costs of Computing Devices, regarding the allowability of costs.

Indicate general categories of expendable supplies including an amount for each category. Caution: If a category is viewed as too general or the associated amount is too high, further itemization may be requested. Therefore, use good judgement in determining the level of detail to provide.

Example: General office supplies \$50/mo. x 12 mo. =	\$600
Postage \$37/mo. x 8 mo. =	\$296
Laptop Computer 1 x \$900 =	\$900
Printer 1 x \$300 =	\$300
Projector 1 x \$900 =	\$900
Copies 8000 copies x .10/copy =	\$800

CONTRACTUAL

This category includes consultants, subcontracts, etc.

Consultants -- List the total costs for all consultant services. Identify each consultant, the services he/she will perform, total number of days, rate of pay, travel costs, per diem, and total estimated costs.

Contract -- A contract is defined in [2 CFR 200.1](#) as a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward (see §200.1 Subaward).

Explain the need for each agreement and how their use will support the purpose and goals of the project. For each contract, describe the associated activities, scope of work or services to be provided and how the costs were estimated. If budgeting for a procurement action, document if a solicitation process has occurred or if the contract will be a sole source.

Example:

- ABC Company: Training \$250/individual x 3 staff 5 days = \$ 750
- Amy White to provide Technical Assistant Services
 - 1FTE @ \$25,000 + 20% Fringe Benefits of \$5,000 = \$30,000
 - Travel at 2,000 miles @ .50 per mile = \$ 1,000
 - Training course \$ 175

Supplies @ \$42.50 x 12 months =	\$ 510
Telephone @ \$40 x 12 months =	<u>\$ 480</u>
	\$32,165

- John Doe, Consultant \$40 per hour x 220 hours for 12 month period = \$ 8,800
- To Be Announced Outreach Coordinator Annual salary \$30,000 x 10% level of effort/12 months = \$ 3,000

CONSTRUCTION

Construction efforts are to be included under this category with the same level of detail as described under the “Other” category below.

OTHER

Costs not fitting under one of the other categories are to be included under this category. The level of detail is to be commensurate with other categories. Subawards should be included in this category. Per [2 CFR 200.1](#), a subaward is an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Example: Outreach Workshop

Rental of facilities (\$750/2 days)	\$1,500
Information technology services	\$ 400
Training packets (approx. 125/\$40 each)	<u>\$5,000</u>
Total	\$6,900

Note: Percentage for contingencies is not an allowable cost.

INDIRECT

[2 CFR 200.1](#) defines *Indirect (F&A) costs* as those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. To facilitate equitable distribution of indirect expenses to the cost objectives served, it may be necessary to establish a number of pools of indirect (F&A) costs. Indirect (F&A) cost pools must be distributed to benefitted cost objectives on bases that will produce an equitable result in consideration of relative benefits derived.

This cost category guidance includes several components:

- Calculation (This is to be included as part of the budget narrative)
- Indirect Cost Rates
 - Negotiated Rate
 - 10% De Minimis Rate
- Limitation (i.e., indirect cost cap)

- Unrecovered Indirect Costs for Cost-sharing/Match
- Voluntarily Reduce/Waive

Calculation.

If indirect costs are requested as part of the proposed budget, you must provide details used in determining the indirect costs requested. For instance, provide the calculation specifying the amounts used in applying the base (the base specified in the applicable rate agreement) by the applicable rate (see indirect cost rate info below as well as Limitation section). The calculation can be displayed in different formats but must capture the components (i.e., amounts used in applying the base and the applicable rate).

EXAMPLE 1: For purposes of this example, the recipient uses the 10% de minimis indirect cost rate (10% of Modified Total Direct Cost (MTDC)). 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. 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.

	<u>Budget</u>	<u>Indirect Eligible Amounts</u>
Salaries and wages	\$50,000	\$50,000
Materials and supplies	3,000	3,000
Equipment	5,500	-0-
Subaward	30,000	<u>25,000</u>
		\$78,000 x 10% = \$7,800 Indirect Costs

EXAMPLE 2: For purposes of this example, the recipient has a Negotiated Indirect Cost Rate Agreement (NICRA) of 20% with a base of salaries and fringe benefits.

	<u>Budget</u>	<u>Indirect Eligible Amounts</u>
Salaries and wages	\$50,000	\$50,000
Fringe Benefits	10,000	10,000
Materials and supplies	3,000	-0-
Equipment	5,500	-0-
Subaward	30,000	<u>-0-</u>
		\$60,000 x 20% = \$12,000 Indirect Costs

Indirect costs may only be recovered if the non-Federal entity has one of the following indirect cost rates.

1. **Negotiated Rate:** If the organization has a *current* NICRA established with the cognizant Federal agency (the agency that provides the most funds to the organization), then

provide a copy of the NICRA; expired rates are not acceptable. If unable to obtain a current negotiated rate from the cognizant agency, you are permitted to opt to use the 10% de minimis cost rate (you may only be reimbursed for allowable direct cost). Violation of cost accounting principles is not permitted when re-budgeting or charging costs to awards. Rather, costs must be consistently charged as either indirect or direct costs. Along with a copy of the NICRA, include the rate and base as part of the budget narrative.

Example: Rate 24.87% of MTDC - 24.87% applied to the following items: \$97,300 of Personnel, \$23,352 of Fringe, \$110,000 of other, and the first \$25,000 of three (3) subawards = \$76,015.65 indirect costs

- 2. 10% De Minimis Cost Rate:** In accordance with [2 CFR 200.414\(f\)](#), any non-Federal entities, unless excepted, may elect to forgo calculation of an indirect cost rate and request a 10% de minimis indirect cost rate. The 10% de minimis rate is applied to modified total direct costs (MTDC). For this purpose, MTDC means total direct costs related to the award, such as direct labor, fringe benefits, materials and supplies, publications, consultant services and travel costs. MTDC excludes the following costs: equipment, capital expenditures, participant support costs and the portion of each subaward and subcontract in excess of \$25,000. Violation of cost accounting principles is not permitted when charging costs to awards. Rather, costs must be consistently charged as either indirect or direct costs.

If the 10% de minimis option is chosen, it must be used consistently for all Federal awards until such time you choose to negotiate for a rate, which you may apply to do at any time. If the organization previously opted for the de minimis rate, a copy of the rate agreement must be provided. If the organization is currently electing the de minimis rate, use an indirect cost rate of no more than 10% of MTDC when preparing the budget. If selected for award, a de minimis rate agreement will be executed along with the award, as appropriate.

Example: Rate 10% of MTDC – 10% applied to the following items: \$45,000 of Personnel, \$10,800 of Fringe, and \$59,000 of Other = \$11,480 indirect costs

Limitation: Some programs may not allow the recovery of indirect costs. In such instances, the limitation flows down to subcontractors. Refer to the applicable notice of funding opportunity to determine if indirect costs are unallowable.

USDA appropriation acts limit indirect costs to 10 percent for cooperative and contribution agreements with nonprofit entities; for purposes of this limitation “nonprofit entities” includes institutions of higher education. For agreements subject to this limitation first apply the 10 percent indirect cost rate to the agreement’s total direct costs; this is shown on line 6.i of the SF424A. Then calculate indirect costs using the rate and the direct cost application base specified in the recipient’s NICRA. Use whichever rate results in the lower amount.

If the organization has a NICRA, both the NICRA calculation and the 10% TDC must be completed in order to determine the lesser (i.e., maximum allowed indirect costs) for the applicable project.

Calculation instructions: First, multiply the NICRA rate by the base stated in the NICRA to arrive at Amount A. Next, multiply the statutory limit of 10% by TDC to arrive at Amount B. The lower of Amount A and B is the maximum amount of allowable indirect cost, therefore include this amount on the budget.

Unrecovered Indirect Costs for Cost-sharing/Match: 2 CFR 200.306(c) provides,

“Unrecovered indirect costs, including indirect costs on cost sharing or matching may be included as part of cost sharing or matching only with the prior approval of the Federal awarding agency. Unrecovered indirect cost means the difference between the amount charged to the Federal award and the amount which could have been charged to the Federal award under the non-Federal entity's approved negotiated indirect cost rate.”

Voluntarily Reduce/Waive: A recipient may voluntarily reduce or waive recovery of indirect costs at its sole discretion and must not be encouraged or coerced in any way to do so by the agency. If organizations waive indirect cost recovery and request only direct costs, the organization is required to include in the award budget only those types of costs consistently treated as direct costs by the organization.



Office of Urban Agriculture and Innovative Production

Fiscal Year (FY) 2023

Composting and Food Waste Reduction (CFWR)

Notice of Funding Opportunity (NFO)

USDA-NRCS-NHQ-CFWR-23-NOFO0001235



**United States
Department of
Agriculture**

Notice of Funding Opportunity (NFO)

SUMMARY INFORMATION

Federal Awarding Agency Name: U.S. Department of Agriculture – Natural Resources Conservation Service – NHQ – Office of Urban Agriculture and Innovative Production (OUAIP)

Notice of Funding Opportunity Title: Composting and Food Waste Reduction (CFWR) Pilot Project

Notice of Funding Opportunity Number: USDA-NRCS-NHQ-CFWR-23-NOFO0001235

Assistance Listing: This program is listed in the Assistance Listings (previously referred to as the Catalog of Federal Financial Assistance) on [Sam.gov](https://sam.gov) under 10.935, Urban Agriculture and Innovative Production, which can be found at: <https://www.sam.gov/>.

SAM is a web-based, government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract awards, grants, and electronic payment processes.

Notice of Funding Opportunity Summary

The U.S. Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS), under the OUAIP, is soliciting proposals in fiscal year (FY) 2023 from eligible applicants to host a CFWR pilot project.

The purpose of the CFWR program is to enter into cooperative agreements with eligible entities to develop and test strategies for planning and implementing municipal compost plans and food waste reduction plans. Proposed projects can be located in all community types including rural, urban and suburban.

For new users of Grants.gov, see Section D. for information about steps required before submitting a proposal via Grants.gov.

Key Dates

Applicants must submit their proposals via Grants.gov by 11:59 pm Eastern Time on June 15, 2023. For technical issues with Grants.gov, contact Grants.gov Applicant Support at 1-800-518-4726 or support@grants.gov. Awarding agency staff cannot support applicants regarding Grants.gov accounts.

For inquiries specific to the content of the NFO requirements, contact the federal awarding agency contact (section G of this NFO). Limit questions to those regarding specific information contained in

this NFO (such as dates, page numbers, clarification of discrepancies, etc.). Questions related to eligibility or the merits of a specific proposal will not be addressed.

A pre-recorded webinar is available at https://youtu.be/c_e8mcCoFsg. The recorded webinar is also available on <https://www.usda.gov/topics/urban/coop-agreements>.

The agency anticipates making selections by August 31, 2023 and expects to execute awards by February 29, 2024. These dates are estimates and are subject to change. Note that completing all steps required to apply for a federal award can take some time; the table below represents a general overview of the process. These elements may take more or less time depending on the applicant's individual circumstances (e.g., if an applicant has a TIN/EIN then this step is not necessary).

Required Action	Timing
Obtain a TIN/EIN from the IRS	Refer to IRS website for applicable timeframes
Register with SAM.gov and obtain a Unique Entity Identifier number	Refer to SAM.gov website
Register with Grants.gov, add a profile, and authorize an Authorized Organization Representative (AOR)	Refer to Grants.gov
Submit CFWR proposal in Grants.gov	Refer to dates in this NOFO
Applicants notified of selection or non-selection	By 8/31/2023 (est.)
Awards executed	By 1/31/2024 (est.)

Federal Funding Floor and Ceiling Amounts

The estimated funding floor for this opportunity is \$55,000, and the estimated funding ceiling is \$400,000. The funding floor means the minimum agreement funding amount for the Federal share per agreement awarded. The funding ceiling is the maximum agreement funding amount for the Federal share per agreement awarded. These numbers refer to the total agreement amount, not any specific budget period.

Federal Financial Assistance Training

The funding available through this NFO is Federal financial assistance. Federal funds management training is highly recommended for those seeking knowledge about Federal financial assistance. The training is free and available to the public via <https://www.cfo.gov/grants-training/>. The training consists of five modules covering each of the following topics: 1) laws, regulations, and guidance; 2) financial assistance mechanisms; 3) uniform guidance administrative requirements; 4) cost principles; and 5) risk management and single audit. FPAC agencies also apply Federal financial assistance regulations to certain non-assistance awards (e.g., non-assistance cooperative agreements).

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APPENDIX A - Instructions for Completing SF424

APPENDIX B – Instructions for Completing SF424A

APPENDIX C – Budget Narrative Guidance

A. PROGRAM DESCRIPTION

1. Legislative Authority and USDA Priorities

The Composting and Food Waste Reduction (CFWR) cooperative agreement pilot program is authorized by Section 222 of the Department of Agriculture Reorganization Act of 1994, as added by Section 12302 of the Agriculture Improvement Act of 2018, 7 U.S.C. 6923. Funding was made available by the American Rescue Plan Act of 2021, Public Law 117-2.

The Secretary of Agriculture delegated the authority for the administration of CFWR to the Chief of the Natural Resources Conservation Service (NRCS).

Proposals submitted under this announcement will be reviewed for alignment with USDA priorities on climate change (see [Climate-Smart Agriculture and Forestry Strategy: 90-Day Progress Report](#) and [Action Plan for Climate Adaptation and Resilience](#)), equity (see [USDA Equity Action Plan](#)), and environmental justice. Applicants are encouraged to review [Executive Order 13985](#), Advancing Racial Equity and Support to Underserved Communities, [Executive Order 14008](#), Tackling the Climate Crisis at Home and Abroad, and [Executive Order 13990](#), Protecting Public Health and the Environment and Restoring Science to Tackle the Climate Crisis, to learn more about these critical priorities. Executive orders may be located using the following link - <https://www.federalregister.gov/presidential-documents/executive-orders>.

2. Purpose

The purpose of the CFWR program is to enter into cooperative agreements with eligible entities to develop and test strategies for planning and implementing municipal compost plans and food waste reduction plans. Proposed projects can be located in all community types including rural, urban and suburban.

3. Composting and Food Waste Reduction Projects or Activities

This program provides financial assistance to municipalities, school districts, counties, local governments, special district governments, tribal governments (State-designated Indian Tribes, Federally Recognized Indian Tribal Governments), or tribal organizations to carry out food waste reduction and composting objectives. While applicants are encouraged to submit proposals that meet more than one of the objectives below (inclusion of multiple objectives will be considered when ranking proposals), OUAIP will accept proposals that address at least one of the following:

- Food Waste Reduction Objectives
 - Reduce municipal food and waste
 - Divert residential and commercial food waste from landfills
- Composting and Conservation Objectives
 - Generate compost
 - Increase access to compost for agricultural producers

- Reduce reliance on, and limit the use of, fertilizer
- Improve soil quality
- Encourage waste management and permaculture business development
- Increase rainwater absorption

Priority will be given for each of the following elements that are included in a project:

- Align project proposals to address priorities on environmental justice, racial equity, climate change, investment in historically underserved communities, and sustainable agricultural practices. For example, keeping food waste out of landfills can contribute to climate change mitigation by reducing landfill methane emissions;
- Integrate food waste reduction strategies that take into consideration the most-preferred food waste recovery activities as described in the [Environmental Protection Agency \(EPA\) Food Recovery Hierarchy](#) starting with the preferred source reduction, feeding hungry people, feeding animals, industrial uses, and composting. Activities may include, but are not limited to, food gleaning, storage, and preservation techniques, feeding food scraps to animals, and use of wasted food to create biofuel or bio-products;
- Anticipate or demonstrate economic benefits for the impacted community;
- Incorporate plans to make compost easily accessible to agricultural producers, including community gardeners, school gardens, and producers;
- Include a robust plan that describes collaboration with multiple partners; and
- Provide a detailed plan for project monitoring, evaluation and documentation of insights and solutions to obstacles encountered during the course of the project.

Applicants should refer to the Merit/Technical Criteria section of this announcement for a complete description of evaluation and scoring criteria for proposals.

B. FEDERAL AWARD INFORMATION

1. Available Funding

a. Estimated Funding

The Federal funding agency expects to award approximately \$9,500,000 through this opportunity. However, the agency retains the discretion to award a larger or lesser amount.

b. Start Dates and Performance Periods

Applicants should plan their projects based on an estimated project start date of March 1, 2024 and be two (2) years in duration. Applicants are expected to achieve project

deliverables and close out activities within 120 days of the period of performance specified in the award.

c. Number of Awards

There is no commitment by NRCS to make a specific number of awards.

2. Type of Federal Award

This announcement plans to award cooperative agreement(s), pursuant to this opportunity.

Cooperative agreements have a principal purpose to transfer a thing of value to a recipient in order to accomplish a public purpose of support or stimulation authorized by Federal Law.

The agency will be substantially involved in the work performed under the agreement and will undertake activities such as the following:

- a. Authority to suspend work if specifications or work statements are not met
- b. Review and approval of one stage of work before another may begin
- c. Review and approval of substantive provisions of proposed subawards or contracts beyond existing Federal policy
- d. Agency and recipient collaboration or joint participation
- e. Project monitoring to permit specified kinds of direction or redirection of the work because of interrelationships with and impacts on other projects
- f. Highly prescriptive agency requirements that limit recipient discretion
- g. Review and approval of key personnel
- h. Direct agency operational involvement or participation during the activity

NRCS will have the following responsibilities:

- 1) Connect pilot projects with other USDA agencies such as, but not limited to the Economic Research Service (ERS); National Institute of Food and Agriculture (NIFA); the Office of the Chief Economist (OCE); and other Federal partners (e.g., U.S. Environmental Protection Agency (EPA)) to collaborate on project activities and outcomes that contribute to the [U.S. Food Loss and Waste 2030 Champions goal](#).
- 2) Coordinate and convene the CFWR pilot project team(s) to collaborate with other Federal Government, regional, institution, state, and local experts. This collaboration will focus on information dissemination and project strategy implementation of the objectives related to CFWR as characterized above in the project description; and
- 3) Gather project data (i.e., methods, results, and derived benefits, including data on weight of food waste diverted from landfills, data on food reclaimed for human and animal consumption, as well as data on compost created) for evaluation and

dissemination to increase access to, and solutions for, composting and municipal food waste reduction across the United States.

a. Procurement Contracts

The agency does not expect to award procurement contracts associated with this NFO.

b. Eligibility of Renewal or Supplemental Project Proposals

Proposals for renewal or supplementation of existing projects are eligible to compete with proposals for new Federal awards. A proposal for renewal means a proposal submitted to continue an existing CFWR (formerly “Community Compost and Food Waste Reduction”, CCFWR) agreement that meets the objectives and requirements of this NFO. A proposal for supplementation of an existing project means a proposal to add components to an existing agreement so that it would meet the objectives and requirements in this NFO.

Proposals for renewal or supplementation cannot exceed the two-year project window required for all proposals under this funding announcement. Such proposals should include the most recent progress report for any existing project. Refer to section D for more information about the elements required in a complete proposal package.

C. ELIGIBILITY INFORMATION

1. Eligible Applicants

Applicants and proposals must meet eligibility criteria by the proposal deadline to be considered for award. Eligible applicant type is determined by the implementing program statute. Applicant entities identified in the SAM.gov exclusions database as ineligible, prohibited/restricted, or excluded from receiving Federal contracts and certain Federal assistance and benefits will not be considered for Federal funding, as applicable to the funding being requested under this Federal program (2 CFR 200.206(d)). Neither foreign entities nor individuals are eligible to apply for this opportunity.

Eligibility for this opportunity is limited to the following entity types:

- a. City or township governments (or other municipal governments)
- b. County governments
- c. School districts (including independent school districts)
- d. State-designated Indian Tribes
- e. Native American tribal governments (Federally recognized)
- f. Native American tribal organizations (other than Federally recognized tribal governments)
- g. Special district governments (e.g., soil and water conservation districts)

State designated Indian Tribes should select “Native American tribal organizations (other than Federally recognized tribal governments) when completing the SF-424 block 9.

Municipal Government should select “Other” and enter “municipal government” when completing the SF-424 block 9.

Applicants located within the 50 United States, the District of Columbia, the Caribbean Area (Puerto Rico and the U.S. Virgin Islands), the Pacific Islands Area (Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands) are eligible.

2. Other

Any award made pursuant to this NFO will be made to a single entity. Applicants that apply as “partnerships” or other similar groupings must clearly describe the relationship between the applicant and the “partner” parties. In all but exceptional cases, it must be reflected in the award as an awardee/sub awardee relationship.

An applicant organization **may** submit more than one proposal for different projects or proposing different approaches. In the case of proposals submitted as revisions or corrections to a previously submitted proposal under this NFO, the agency will consider the last proposal submitted prior to the established deadline.

Awards made pursuant to this NFO are not Farm Bill incentive contracts; therefore, the awards in and of themselves are not limited by the payment limitation in 16 USC Chapter 58. However, any agricultural producers receiving a payment through participation in a project awarded under this NFO must meet the eligibility requirements of 7 CFR Part 12 and 7 CFR Part 1400 and have control of the land involved for the term of the award period.

RESEARCH PROPOSALS WILL NOT BE ACCEPTED OR CONSIDERED.

“Research” is defined as a systematic study directed toward fuller scientific knowledge or understanding of the subject studied. Research consists of systematic observations, measurement, and experimentation undertaken to discover or establish facts or principles, where variables are unknown and subject to manipulation.

3. Cost Sharing or Matching

This NFO requires applicants to provide cost-sharing of 25 percent of total federal share awarded; total project costs include the Federal and non-Federal dollars. Do not include cost-sharing in excess of the required amount. Proposals that do not include the required level of cost-sharing will be ineligible for award. Cost sharing may be achieved with contributions of cash, services, materials, equipment, or third-party in-kind contributions. Funds from another Federal award cannot be used as match except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing. Additional details about cost sharing or matching funds/contributions can be found at 2 CFR 200.306. Refer to Section D of this NFO for information about any required submittals related to match or cost-share requirements. While the pace of cost-sharing/matching may vary throughout the award period, the agency will actively monitor cost-sharing/matching levels as it receives payment requests to ensure the total cost sharing/matching requirement is met by the award periods of performance end date.

Additional details about cost sharing or matching funds/contributions are located at 2 CFR 200.306.

The following are examples of the appropriate level of cost-share for a given federal award amount.

Federal Share Requested	Cost Share (25%) Required	Total Project Cost
\$55,000	\$13,750	\$68,750
\$400,000	\$100,000	\$500,000

D. APPLICATION AND SUBMISSION INFORMATION

1. Information for New Users of Grants.gov

a. Overview

While a Grants.gov account is not required to download an NFO and related documents, it is required to submit a proposal. If your organization has never submitted a proposal via Grants.gov, be aware that there are several steps you must take to register your organization before you can submit a proposal. **Completing those steps can take a significant amount of time, plan accordingly.**

For information about the Grants.gov pre-award phase of the grant lifecycle see <https://www.grants.gov/web/grants/learn-grants/grants-101/pre-award-phase.html>.

b. Register to Apply through Grants.gov

Carefully review the registration steps and gather information requested prior to beginning the registration process to avoid last-minute searches for required information. For assistance with the registration process, contact Grants.gov Applicant Support at 1-800-518-4726 or support@grants.gov.

Organizations must have an active System for Award Management (SAM) registration which provides a Unique Entity Identifier (UEI), and Grants.gov account to apply for grants.

Creating a Grants.gov account can be completed online in minutes, but SAM registration may take several weeks. Therefore, an organization's registration should be done in sufficient time to ensure it does not impact the entity's ability to meet required application submission deadlines.

Organization registration instructions can be found on Grants.gov here: <https://www.grants.gov/web/grants/applicants/organization-registration.html>

c. Steps to Register

- i. Register with SAM: All organizations (entities) applying online through Grants.gov must register with the System for Award Management (SAM). Failure to register with SAM will prevent your organization from applying through Grants.gov. SAM registration must be renewed annually. For more detailed instructions for registering with SAM, refer to: <https://www.grants.gov/web/grants/applicants/organization-registration.html>
- ii. Create a Grants.gov Account: The next step is to register an account with Grants.gov. Follow the on-screen instructions provided on the registration page.
- iii. Add a Profile to a Grants.gov Account: A profile in Grants.gov corresponds to a single applicant organization the user represents (i.e., an applicant) or an individual applicant submitting on their own behalf. If you work for or consult with multiple organizations, you can have a profile for each organization under one Grants.gov account. In such cases, you may log in to one Grants.gov account to access all your grant profiles. To add an organizational profile to your Grants.gov account, enter the UEI (Unique Entity Identifier) for the organization in the UEI field. If you are an individual applicant submitting on your own behalf, you do not need a UEI to add the profile. For more detailed instructions about creating a profile on Grants.gov, refer to: <https://www.grants.gov/web/grants/applicants/registration/add-profile.html>
- iv. EBiz POC Authorized Profile Roles: After you register with Grants.gov and create an Organization Applicant Profile, the applicant's request for Grants.gov roles and access is sent to the EBiz POC. The EBiz POC is then expected to log in to Grants.gov and authorize the appropriate roles, which may include the AOR role, thereby giving you permission to complete and submit applications on behalf of the organization. You will be able to submit your application online any time after you have been assigned the AOR role. For more detailed instructions about creating a profile on Grants.gov, refer to: <https://www.grants.gov/web/grants/applicants/registration/authorize-roles.html>
- v. Track Role Status: To track your role request, refer to: <https://www.grants.gov/web/grants/applicants/registration/track-role-status.html>

d. Electronic Signature

When proposals are submitted through Grants.gov, the name of the organization applicant with the AOR role that submitted the proposal is inserted into the signature line of the proposal, serving as the electronic signature. The EBiz POC **must** authorize people who are able to make legally binding commitments on behalf of the organization as a user with the AOR role. **This step (step c.iv. above) is often missed, and it is crucial for valid and timely submissions.**

e. Workspace.

Workspace is a shared, online environment where members of a grant team may simultaneously access and edit different webforms within a proposal. For each NFO, you can create individual instances of a workspace. An applicant can start a proposal in Workspace and return to work on it later within Workspace.

f. Apply for an Opportunity

Below is an overview of applying on Grants.gov. For complete instructions on how to apply for opportunities, refer to <https://www.grants.gov/web/grants/applicants/workspace-overview.html>

- i. Create a Workspace: Creating a workspace allows you to complete a proposal online and route it through your organization for review before submitting.
- ii. Complete a Workspace: Add participants to the workspace to work on the proposal together, complete all the required forms online or by downloading PDF versions, and check for errors before submission. The Workspace progress bar will display the status of your proposal process as you apply. As you apply using Workspace, you may click the blue question mark icon near the upper-right corner of each page to access context-sensitive help.

- Adobe Reader: If you decide not to apply by filling out webforms you can download individual PDF forms in Workspace. The individual PDF forms can be downloaded and saved to your local device storage, network drive(s), or external drives, then accessed through Adobe Reader.

NOTE: Visit the Adobe Software Compatibility page on Grants.gov to download the appropriate version of the software at

<https://www.grants.gov/web/grants/applicants/adobe-software-compatibility.html>

- Mandatory Fields in Forms: In the forms, you will note fields marked with an asterisk and a different background color. These fields are mandatory fields that must be completed to successfully submit your proposal.
 - Complete SF-424 Fields First: The forms are designed to fill in common required fields across other forms, such as the applicant name, address, and UEI. Once it is completed, the information will transfer (i.e., prepopulate) to the other forms.
- iii. Submit a Workspace: A proposal may be submitted through workspace by clicking the Sign and Submit button on the Manage Workspace page, under the Forms tab. Grants.gov recommends submitting your proposal package at least 24-48 hours prior to the close date to provide you with time to correct any potential technical issues that may disrupt the proposal submission.
 - iv. Track a Workspace Submission: After successfully submitting a workspace proposal, a Grants.gov Tracking Number (GRANTXXXXXXX) is automatically assigned to the proposal. The number will be listed on the Confirmation page that is generated after submission. Using the tracking number, access the Track My Application page under the Applicants tab or the Details tab in the submitted workspace.

For additional training resources, including video tutorials, refer to

<https://www.grants.gov/web/grants/applicants/applicant-training.html>

2. Electronic Application Package

Applicants interested in submitting a proposal in response to this NFO must submit it via Grants.gov; the agency will not accept proposals submitted via email or any other method. Applicants are urged to submit early to the Grants.gov system.

For technical issues with Grants.gov, contact Grants.gov Applicant Support at 1-800-518-4726 or support@grants.gov. Awarding agency staff cannot support applicants regarding Grants.gov accounts.

Address to Request Application Package

All information necessary to apply for this opportunity is included in the [Grants.gov](#) opportunity announcement.

3. Content and Form of Application Submission

The agency may choose not to consider proposals that fail to comply with the required content, format, and page limits, or those that are incomplete.

To be considered for funding under this opportunity, a proposal must contain the documents in a-e below.

a. Application Form

(Standard Form 424 Application for Federal Assistance) See Instructions for Completing SF 424 located in the appendices section.

b. Project Narrative (15-page maximum)

The Project Narrative must cover all activities proposed to be carried out with both the federal and non-federal matching funds.

Project Narratives must contain headings I. through VI. in the order listed below and must respond to each of the points included under each heading.

Each page must be numbered and have one-inch margins. The text of the project narrative must be single spaced and typed in a standard typeface (e.g., Times New Roman, Arial, Courier) with no smaller than 12-point font. The project narrative must not exceed 15 pages: 10 pages of written text, and up to 5 additional pages for figures and tables. This 15-page limitation applies to the project narrative only; it does not include the Project Summary (see 3.c. of this subsection) which has a separate limit of one page.

i. Introduction: Describe the applicant organization in terms of its location, demographics, and community served. Describe past and current involvement with developing and testing strategies for planning and implementing municipal food waste reduction and compost plans. Present a statement of need or assessment of the problem in the targeted community. Describe your approach to solving existing problems and concerns related to reducing food waste and/or increasing community compost.

ii. Goals and Objectives: Describe the over-arching goal of your project and list any supporting objectives that may accomplish this goal. Identify how the project

addresses the most-preferred food waste recovery activities as described in the [EPA's Food Recovery Hierarchy](#). Describe the anticipated impact of this project on Executive Priorities including tackling the climate crisis, advancing racial equity, and promoting environmental justice. See Section A.1. This element may include, but is not limited to: participation by [historically underserved](#) groups or groups serving historically underserved or vulnerable communities; activities with the potential to address the causes or impacts of climate change.

- iii. **Procedures and Work Plan:** Discuss planned procedures and activities for achieving project goals and objectives, and provide project deliverables, milestones, and timelines for completion of those activities and collection and evaluation of data and reporting of outcomes. As applicable to the project, describe the food waste reduction strategies and methods to be used, as aligned with the EPA's Food Recovery Hierarchy; identify what segments of the food chain the project will address (consumers, food purchasing, preparation, storage, preservation) and any barriers (economic, social, logistical, etc.) that must be overcome; describe if and how food waste will be composted; describe how the plan will make compost easily accessible to agricultural producers and community gardeners; describe also how the plan will assist these agricultural producers, community gardeners, and other community members (such as residential gardeners) to reduce their reliance on or use of fertilizers, improve soil quality, encourage waste management and permaculture business development, increase rainwater absorption, reduce municipal food waste, and divert food waste from landfills; include how your project will impact any existing food waste reduction, recovery and disposal by commercial, marketing, or business relationships in your area. For each task identify key personnel involved, including a description of those individuals' experience and qualifications.
- iv. **Collaborators:** List partner institutions including contact names, addresses, phone numbers, and e-mail addresses (if applicable). Identify why the partner was chosen, how its activities will contribute to the success of the project, and the partnership arrangement. Where possible, project collaborators should represent a variety of disciplines and experiences directly related to the deliverables proposed and complementary to the qualifications of the core project team. Note that collaboration with partner institutions is considered instrumental to the success of a CFWR project, and lack of such collaboration will be reflected in the proposal's evaluation for funding.
- v. **Evaluation:** Provide a plan for evaluating accomplishments and outcomes that match project deliverables. Include a timeline of activities with milestones and verifiable indicators to demonstrate how progress will be measured and achieved. Gather project data (i.e., supplies/equipment used, methods, results, and derived benefits, including data on weight of food waste diverted from landfills and compost created) for evaluation and dissemination to increase access to, and solutions for, composting and municipal food waste reduction across the United States. Provide how you will convey results measured by weight (e.g., pounds/tons food waste

diverted, pounds/tons reclaimed for human or animal consumption, pounds/tons of composted created), which is required though will differ due to project scope. Include any anticipated or demonstrated economic benefits. Discuss if the project's strategy to reduce food waste and/or increase community compost has the potential to be replicated in other areas.

- vi. Self-Sustainability:** Describe which aspects or components of the project will continue beyond the end of the project period. Discuss how a one-time infusion of Federal funds will be enough for the proposed pilot project to advance CFWR goals and achieve sustainability. Projects should identify actual or potential funding sources for continuation of the project after Federal funding has ended.

If your proposal will include information collection from non-Federal sources, ensure the collection meets the requirements of the Paperwork Reduction Act. Surveys of individuals or entities are generally prohibited without prior approval from the Office of Management and Budget. For additional guidance about allowable and unallowable activities, please visit the following website: <https://pra.digital.gov/do-i-need-clearance/>.

The following documents do not count toward the stated 15-page Project Narrative limit.

c. Project Summary/Abstract (1-page maximum)

Present a statement of need or assessment of the problem. Define the target audience and end users of this project. Define the composting and/or food waste reduction goals in the targeted area. Describe how this project will initiate or build upon or expand related work or programs. The summary should also include the relevance of the project to the purpose and priorities of CFWR. See Section A.

d. Standard Form (SF) 424A, Budget Information - Non-Construction Programs

Fill in all spaces as appropriate. Section B, Item 6, Column 1 should reflect the agency funds, and Column 2 should reflect the applicant's matching funds. This form is the summary budget for the project and should include the full project totals on pages one and two. See Instructions for Completing SF 424A located in the appendices section. Refer to Section D of this opportunity for information regarding indirect costs. Errors in the SF-424A regarding classifying costs may be negotiated after selection.

e. Budget Narrative

In a separate document titled "Budget Narrative," explain and justify all requested budget items/costs. (Refer to the budget narrative guidance located in the appendices section.) Detail how the totals on the SF-424A were determined and demonstrate a clear connection between costs and the proposed project activities. For personnel salary costs, include the base-line salary figures and the estimates of time (as percentages) to be directly charged to the project. Describe any item that under the applicable Federal cost principles requires the

agency's approval and estimate its cost. The pages included as the budget narrative do not count toward any page limit. Errors in the budget narrative regarding classifying costs may be negotiated after selection. Refer to the Budget Narrative Guidance located at the end of this document regarding procurement standards when including contracts for goods or services. Sole-source contracting is prohibited without proper justification. See Procurement Standards located at 2 CFR 200.317-327.

- i. Build America, Buy American. "Buy America" preference applies to Federal financial assistance awards that include construction components, even if it is funded by both Federal and non-Federal funds under the award. Subawards should conform to the terms and conditions of the Federal award from which they flow. A Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to a construction project. Refer to the General Terms and Conditions for additional information:
<https://www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions/index.html>
- ii. Indirect Costs Recovery. If requesting indirect costs, provide the calculation specifying the amounts used in applying the base (the base specified in the applicable rate agreement) by the applicable rate. The calculation can be displayed in different formats but must capture the components (i.e., amounts used in determining the base and the rate applied to the base).
 - A. To be eligible to recover any indirect costs under a Federal award, recipients must either 1) have a current negotiated indirect cost rate agreement (NICRA) with a Federal agency that has not expired; or 2) qualify for use of the de minimis rate authorized by 2 CFR 200.414(f) and described below. For-profit entities (if eligible to apply) must obtain a NICRA from their cognizant agency. USDA will not accept an indirect cost agreement negotiated or approved by the Defense Contract Audit Agency.
 - B. Any non-Federal entity (except State and local governments that receive more than \$35 million per year in Federal funding) that does not have a current negotiated (including provisional) rate may elect to charge a de minimis rate of 10 percent of modified total direct costs (MTDC) which may be used indefinitely. No documentation is required to justify the 10 percent de minimis indirect cost rate, simply indicate in your budget narrative that the recipient elects to use the de minimis rate. Modified Total Direct Cost (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.

- C. As described in [2 CFR 200.403](#), costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.

iii. Indirect Costs Limitations.

- A. Applicants not subject to a statutory limitation, which have a current NICRA must calculate indirect costs using the rate and base specified in their NICRA. A recipient may voluntarily reduce or waive recovery of indirect costs at its sole discretion and must not be encouraged or coerced in any way to do so by the agency. A copy of the applicant's current NICRA must be provided with the proposal (upload under Other Attachments (listed separately under Optional Forms) in Grants.gov). Indirect costs may not be recovered under an expired NICRA. However, if an applicant with a current NICRA is subject to the statutory limitation, indirect costs must be calculated as follows. First, multiply the NICRA rate by the base stated in the NICRA to arrive at Amount A. Next, multiply the statutory limit of 10 percent by the total of all direct costs to arrive at Amount B. The lower of Amount A and B is the amount of indirect cost to include on the budget.
- B. Recipients are prohibited from shifting unallowable indirect costs to another Federal award unless specifically authorized to do so by legislation.

iv. Cost Share or Matching. Cost sharing/matching must be committed at the time of proposal submission. The budget narrative must show the amounts and sources of match or cost share (including both cash and in-kind contributions).

"For third-party contributions, a letter is required for each contribution, signed by the authorized organizational representative of the contributing organization and the applicant organization, which must include: (1) the name, address, and telephone number of the contributor, (2) the name of the applicant organization, (3) the title of the project for which the contribution is made, (4) the dollar amount of the contribution, and (5) a statement that the contributor will pay the contribution no later than the end of the award period. The agency may conduct reference checks to ensure that organizations identified are supportive and involved with the project. Cost sharing/match letters should be addressed to the Federal Awarding Agency Contact in Section G of this NFO and uploaded under Other Attachments (listed separately under Optional Forms) in Grants.gov.

Refer to the Budget Narrative Guidance located in the appendices section for information about making contract vs. subaward determinations.

f. Grants.gov Lobbying Form

Under Title 31 of the United States Code, Section 1352, an applicant or recipient must not use any federally appropriated funds (both annually appropriated and continuing appropriations) or matching funds under a grant or cooperative agreement award to pay any person for lobbying in connection with the award. Lobbying is defined as 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 connection with the award. Submission of a proposal also represents the applicant's certification of the statements in 2 CFR Part 418, Appendix A-Certification Regarding Lobbying.

g. Statement of Current and Pending Support.

A Statement of Current and Pending Support for each key personnel who will participate in the project may be requested from applicants who are selected for funding. If requested, a template will be made available for use in providing the requested information.

h. SF-LLL, Disclosure of Lobbying Activities

SF-LLL, Disclosure of Lobbying Activities, must be submitted **only** if your organization have/has made or agrees to make any payment using non-appropriated funds for lobbying. See 2 CFR 418.110 for more information on when additional submission of this form is required.

i. Negotiated Indirect Cost Rate Agreement (NICRA), if applicable

If charging indirect costs using a NICRA (including for cost share), upload the NICRA under Other Attachments (listed as an Optional Form) in the Grants.gov Opportunity Application Package.

j. Disclosure of Potential Conflict of Interest

In accordance with 2 CFR 400.2, applicants must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees in the selection, award, and administration of Federal awards. No employee, officer, or agent may participate in the selection, award, or administration of a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties referenced, has a financial or other interest in, or a tangible personal benefit from, an applicant considered for a Federal award. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the applicant.

If the applicant has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the applicant must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflict of interest means that because of the relationships with a parent company, affiliate, or subsidiary organization, the

applicant is unable or appears to be unable to be impartial in conducting a Federal award action involving a related organization.

Applicants must disclose in writing any potential conflicts of interest to the USDA awarding agency or pass-through entity. Include the name of the individual, the name of the entity with which the individual has a conflict, the nature of the financial or other interest, the value of the interest, a description of how the interest relates to your proposal. Upload disclosures under Other Attachments (listed separately under Optional Forms) in Grants.gov. **If no conflict exists, no submission is required.**

k. Unique entity identifier (UEI) and System for Award Management (SAM)

Each applicant (unless the applicant is an individual excepted from those requirements under 2 CFR 25.110(b) or (c), or has an exception approved by the Federal awarding agency under 2 CFR 25.110(d)) is required to: (i) Be registered in SAM before submitting its proposal; (ii) provide a valid unique entity identifier in its proposal; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or a proposal or plan under consideration by a Federal awarding agency. The agency may not make a Federal award to an applicant until the applicant has complied with all applicable unique entity identifier and SAM requirements and, if an applicant has not fully complied with the requirements by the time the agency is ready to make an award, it may determine that the applicant is not qualified to receive a Federal award and use that determination as a basis for making a Federal award to another applicant.

Entities must obtain a UEI and register in SAM prior to registering with Grants.gov. A description of each is below. Entities are strongly encouraged to apply early for their SAM registration.

System for Award Management (SAM) Registration: To register, go to: <https://www.sam.gov>. The Federal Service Desk is available for registration assistance and can be contacted via the Help tab at the website listed above.

Awarding agency staff cannot support applicants regarding UEI or SAM issues.

4. Submission Dates and Times and Correspondence

Applicants must submit applications via Grants.gov. Proposals must be received by 11:59 pm Eastern Time (ET) on June 15, 2023, a proposal submitted or resubmitted after the deadline is late (a proposal is considered on time at 11:59.59 pm ET, but it is late at 12:00 am ET). Late submissions will not be reviewed or considered.

Grants.gov will provide either an error or a successfully received transmission in the form of an email sent to the applicant with the Authorized Organizational Representative (AOR) role attempting to submit the proposal. The Grants.gov Support Center reports that some applicants end the transmission because they think that nothing is occurring during the transmission process; be patient and give the system time to process the proposal.

If you have trouble submitting a proposal to Grants.gov, you should FIRST contact the Grants.gov Help Desk to resolve any issues. Keep a record of any such correspondence. See Section D. 2. for Grants.gov contact information.

For proposals successfully transmitted to Grants.gov before the deadline: The applicant with the AOR role who submitted the proposal will receive:

- an acknowledgement of receipt and a tracking number (GRANTXXXXXXXX) from Grants.gov
- an email with the official date/time stamp (this stamp is used to determine if the proposal was received prior to the deadline) from Grants.gov

When the agency successfully retrieves the proposal from Grants.gov and acknowledges the download of submissions, Grants.gov will also provide an electronic acknowledgment of receipt of the proposal to the applicant.

5. Intergovernmental Review

This funding opportunity is not subject to Executive Order 12372, "Intergovernmental Review of Federal Programs." When completing field 19. of the SF-424, check block c, "Program is not covered by E.O. 13272."

6. Funding Restrictions

Funds may not be used to pay any of the following costs unless otherwise permitted by law and approved in writing by the agency in advance of incurring such costs:

- a. Costs above the amount of funds authorized for the project.
- b. Costs incurred prior to the effective date of the award, including time spent applying for this opportunity.
- c. Costs which lie outside the scope of the approved project and amendments thereto.
- d. Entertainment costs, regardless of their apparent relationship to project objectives.
- e. Compensation for injuries to persons, or damage to property arising out of project activities.
- f. Consulting services performed by a Federal employee during official duty hours when such consulting services result in the payment of additional compensation to the employee.
- g. Capital expenditures for general purpose equipment, buildings, and land and for improvements to land, buildings, or equipment which materially increase their value or useful life. See 2 CFR 200.439 for additional information.
- h. Meals may be charged to an award only if they are necessary for the performance of the project. For instance, meals (normally only lunch) that are a necessary part of the costs of meetings and conferences (i.e., required attendance and continuity of a meeting), the primary purpose of which is the dissemination of information, are allowable, as are costs of transportation, rental of facilities, speakers' fees, and other items incidental to such meetings or conferences. Note: Meals consumed while in official travel status do not fall in this category. They are per diem expenses and should be reimbursed in accordance with the organization's established travel policies subject to statutory

limitations or in accordance with Federal travel policies.

- i. Costs normally charged as [indirect costs](#) may not be charged as [direct costs](#) without proper justification and agency approval. Proper justification includes documentation that the costs meet the criteria for allowability (see 2 CFR 200.403). Examples of such costs include rent, utilities, depreciation on buildings and equipment, the costs of operating and maintaining facilities, and general administration and general expenses, such as the salaries and expenses of executive officers, personnel administration, and accounting.
- j. Salaries that are not commensurate with level of work. All costs must be reasonable to be allowable (2 CFR 200.403), and 2 CFR 200.404 defines a reasonable cost as one if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Salaries determined not to be reasonable compared to the level of work will be unallowable.
- k. Software produced by non-domestic entities. Project budgets must not include costs (both Federal costs and cost-share) for software developed by non-domestic entities if it will be used by the Federal government or hosted on Federal systems.
- l. Refer to Section D for applicable indirect cost restrictions, if any.

This list is not exhaustive. For additional information please refer to 2 CFR Part 200, subpart E, Cost Principals.

E. APPLICATION REVIEW INFORMATION

1. Review and Selection Process

Proposals will be screened for completeness and compliance with the provisions of this notice. Incomplete, noncompliant, and/or proposals not meeting the formatting criteria may be eliminated from competition. In that event, the agency will send notification of elimination to the applicant. The agency intends to select and award without conducting any discussions or allowing applicants to correct deficiencies or omissions in their proposals. Consequently, applicants must ensure their proposals are complete and accurate. However, while the agency intends to select without contacting applicants, it reserves the right to request applicants to revise their proposals to correct deficiencies or omissions it identifies. If this occurs, the agency will conduct discussions with all applicants, identify deficiencies and omissions for all, and give applicants an opportunity to submit a revised proposal by a common cut-off date. The agency may also contact individual applicants to clarify certain components of their proposals.

Merit/technical reviews will be conducted by a technical review board nominated by the approving official. Risk reviews will be conducted by the FPAC Business Center, Grants and Agreements Division. The approving official will make the final award decisions. The approving official for this opportunity is the Chief of the Natural Resources Conservation Service or Designee. In addition to the merit/technical review and risk reviews, the approving official may also give consideration to furthering programmatic purposes, including geographical dispersion, program balance, or diversity of awards.

Merit/Technical Criteria: The weights and evaluation criteria below will be used in reviewing proposals submitted in response to this NFO. Proposals will be evaluated by the extent to which they meet the listed criteria:

- a. Degree to which the proposal is consistent with the CFWR's purpose and priorities (see section A.3. of this NFO). The number of purposes addressed by the project. The number of priority elements captured by the project. (Maximum 15 points)
- b. Degree to which proposal aligns with the most-preferred food waste recovery activities as identified in the descending tiers of the EPA's Food Recover Hierarchy. Points under this criterion will be given for those proposals that include a component focused on source reduction, feeding hungry people, feeding animals, or conversion of food scraps for industrial uses. (Maximum 10 points)
- c. Project Relevance (Maximum 20 points):
 - i. Rationale (Maximum 15 points): The proposal's success in implementing a project consistent with composting and/or food waste reduction goals in the target area(s), including estimated number of participants and one or more sources of relevant data. Degree to which the proposal aligns with USDA priorities including climate, equity, and environmental justice. Amount of anticipated participation by historically underserved groups or groups serving historically underserved or vulnerable communities. Description of activities with the potential to address the causes and impacts of climate change.
 - ii. History and Capacity (Maximum 5 points): The applicants demonstrated experience with municipal Composting and/or Food Waste Reduction activities; the degree to which this information supports that the applicant can successfully execute the proposed project.
- d. Degree to which the plan as presented successfully demonstrates the potential for significant positive impact on existing food waste reduction strategies including recovery and disposal and strengthens partnerships needed to accomplish those goals. (Maximum 20 points)
 - i. Evaluation Plan (Maximum 7 points): Clarity with which the proposal describes how activities will be monitored, data will be collected. progress will be measured, and at what frequency evaluation activities will occur. Degree to which identified indicators for measuring progress/impact are relevant and clearly align with project activities. Soundness of plan for tracking any anticipated or demonstrated economic benefits and impacts on existing food waste recovery and disposal by commercial, marketing, or business relationships in the target area(s).
 - ii. Monitoring and Evaluation Experience (Maximum 5 points): Proposal's success in adequately describing the organization's ability to monitor and evaluate the impact of the proposed project according to a proposed plan. Amount of relevant experience brought by the applicant or identified entity in monitoring and

evaluation. Clarity and succinctness over the overview provided by the applicant of how the work will be evaluated.

- iii. Sustainability (Maximum 5 points): Soundness of strategies provided by the applicant to ensure replicability and/or long-term viability of the project and describes how CFWR will be integrated into the operations, workflows, and staffing structure of the organization to continue past the end of the award. Extent to which the sustainability plan includes building or strengthening partnerships to promote CFWR as a priority to local stakeholders.
 - iv. Key Personnel Experience and Skills (Maximum 3 points): Amount of relevant experience and/or expertise described for required key personnel and/or entities needed to successfully develop and test strategies for planning and implementing municipal compost plans and food waste reduction plans. Adequacy of staffing plan.
- e. Degree to which the project anticipates or demonstrates economic efficiency, including evaluating the amount of Federal funds requested and the cost-effectiveness of the budget (including analysis of such items as the rental of equipment, vehicles, land, and building space during the length of the cooperative agreement instead of purchase thereof) in relation to the expected measurable outcomes and project impact (Maximum 20 points):
- i. Cost (Maximum 10 points): The total amount of Federal funds requested is within the allowable range (\$55,000 to \$400,000) and appropriate for the scope of the project. Proposed costs are reasonable, necessary, and allocable to carry out the project's goals and objectives. Budget calculations and documentation clearly show how the budget components were developed and costs were estimated. The budget includes a line-item description for every allowable cost and shows how it supports the project goals. The purchase of special purpose equipment is supported by substantial documentation that includes how it will help accomplish the project deliverables; a lease vs. purchase comparison; how it will be inventoried, stored, and maintained during the project; and what will be done with it when the project is over.
 - ii. Budget Narrative (Maximum 5 points): Budget Narrative includes an itemized explanation and justification for all requested budget items and costs. Costs clearly support the purpose of CFWR. Details provided show how the totals on the SF-424A or SF-424C were determined and demonstrate a clear connection between costs and the proposed project activities. Budget Narrative and the Project Narrative clearly align with one another.
 - iii. Funding (Maximum 5 points): Applicant clearly describes how the program will continue to be funded or supported past the award period, by thoroughly identifying areas and activities that require additional funding and indicating specific sources of future funding (can be other grants, in-kind donations/volunteer hours/etc.). Applicant describes how CFWR efforts will be included in the local governments and/or organization overall long-term budget.

NOTE: Project's relying on volunteer contributions should document the volunteer hours and cost calculations translating the volunteer hours to non-federal in-kind dollars with details provided identifying and objectively detailing the tasks and volunteer services that will be provided.

- f. Quality of the plan for collaborating with multiple partners, including public or private entities, nonprofit or for-profit entities, academic institutions (including minority-serving colleges and universities), and/or other appropriate professionals, community-based organizations, and local government entities to achieve project objectives and outcomes (Maximum 15 points):
 - i. Diverse Collaborator List (Maximum 5 points): Applicant lists two or more partners from diverse disciplines and expertise to achieve project objectives and outcomes. Partners are from a wide range of organizations — universities, other federal agencies, non-profit organizations, businesses, foundations, and associations — in order to join strength and skills. Applicant provides complete contact information for each partner including contact names, addresses, phone numbers and email addresses (if applicable) in the Project Narrative.
 - ii. Partnership (Maximum 5 points): Applicant includes reasoning for why each partner was selected and clearly describes the partnership arrangement.
 - iii. Roles (Maximum 5 points): Applicant identifies and describes the contribution of each partner, what they are responsible for, and how each partner's involvement will contribute to achieving project objectives and goals. The identified partners are appropriate for the listed role(s). Applicant clearly describes coordination among project team and partners.

2. Administrative and Risk Criteria

Notice of selection after merit/technical evaluation does not guarantee that an applicant will receive an award. Following notification of selection for funding (see Section F), the FPAC Business Center, Grants and Agreements Division's staff conducts a final administrative and risk review of those proposals. The administrative review includes, but is not limited to, a check to ensure that NFO requirements were met (e.g., applicant meets eligibility criteria, proposal was submitted via Grants.gov by the established deadline), and proposed costs are allowable, allocable, and necessary. During this process, it may be necessary to request further documentation from the applicant (e.g., organizational information as part of the risk assessment, more detail regarding proposed costs).

In addition, to comply with the requirements at 2 CFR 200.206, the agency will follow, at a minimum, the risk review process described below (additional steps may be taken).

The awarding agency will check SAM to ensure the applicant is not suspended or debarred, which would preclude receiving an award. In addition, prior to making a Federal award with a total Federal share greater than the simplified acquisition threshold (\$250,000), the agency must review and consider any information about the applicant that is in the designated

integrity and performance system accessible through SAM (the Federal Awardee Performance Integrity Information System, FAPIIS) (see 41 USC 2313 and 2 CFR 200.206(a)).

An applicant must meet the following standards to be considered for award:

a. Financial Stability

The applicant maintains an adequate financial resources or cash flow to meet its financial obligations on a routine basis to successfully complete any agreement it may be awarded.

b. Quality of Management Systems and Ability to meet Management Standards prescribed in 2 CFR Part 200

The applicant has a financial management system adequate to segregate and track federal funds. It has adequate systems in place for proper agreement administration; compliance with the standards outlined in 2 CFR Part 200 Section D for procurement, property, and records management; and required financial and performance reporting.

c. History of Performance

If the applicant has previously obtained Federal financial assistance award, it has never failed to materially comply with the Federal award terms and conditions and further has never had an award terminated on that basis.

Submission of an proposal constitutes certification that an applicant meets these standards (items a. through c. above). The agency may request documentation to substantiate the certification. Based on risk assessment, the agency may impose specific award conditions in accordance with 2 CFR 200.208.

3. Awards Over the Simplified Acquisition Threshold (if applicable)

- a. Prior to making a Federal award with a total Federal share greater than the simplified acquisition threshold (\$250,000), the agency must review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM, the Federal Awardee Performance Integrity Information System, FAPIIS. FAPIIS is a federal database intended to serve as a government-wide source of information about the prior performance and compliance of federal procurement contractors, grantees, and cooperative agreement holders (see 41 U.S.C. 2313 and 2 CFR 200.206(a)).
- b. An applicant may review information in FAPIIS accessible through SAM and comment on any information about it that a Federal awarding agency previously entered.
- c. The agency will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants as described in 2 CFR 200.206, Federal awarding agency review of risk posed by applicants.

F. FEDERAL AWARD ADMINISTRATION INFORMATION

1. Federal Award Notices

The agency will provide notice that a proposal has been selected before it actually makes the Federal award. As such, the selection notification is not an authorization to begin performance. All costs incurred before the Federal awarding agency makes the Federal award are at the recipient's risk (i.e., the Federal awarding agency is not required to reimburse such costs if for any reason the recipient does not receive a Federal award or if the Federal award is less than anticipated and inadequate to cover such costs). The Notice of Grant and Agreement Award (ADS-093) signed by the authorized agency official is the only authorizing document and will be provided electronically to the entity's authorized official for signature.

The agency anticipates announcing or notifying successful and unsuccessful applicants by August 31, 2023 and expects to have Federal awards in place by February 29, 2024.

2. Administrative and National Policy Requirements

All project funds will be used in accordance with 2 CFR Part 200 and the General Terms and Conditions, which are available at the following website:

<https://www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions/index.html>.

Projects performed pursuant to this opportunity may be subject to the National Environmental Policy Act (NEPA). If applicable, NRCS must work with awardees to complete an environmental review of each awarded project before project commencement. In addition, prior to any ground-disturbing activities related to NRCS funding, the awardee must work with NRCS staff to complete an environmental evaluation (EE) related to those activities. Awardees may be required to prepare or pay for preparation of an environmental assessment (EA) or environmental impact statement (EIS), should any environmental review find that an EA or EIS is required.

In addition, a National Historic Preservation Act (NHPA), Section 106 review and consultation by an NRCS State or area office with consulting parties (such as the pertinent State Historic Preservation Officer and federally recognized Indian Tribes) may be required prior to the implementation of project activities that have the potential to impact cultural resources. NHPA Section 106, its implementing regulations (36 CFR Part 800), and other related authorities, require Federal agencies to determine if a project has the potential to cause an effect to historic properties and, if so, if they are adverse and how the effects may be addressed. The NHPA review and compliance in accordance with Section 106 of NHPA and implementing regulations at 36 CFR Part 800 must be completed by NRCS and applicants may be required to pay for any cultural resource surveys needed for NRCS to assess project effects. More information on the applicant's role in the NHPA Section 106 process can be found on the Advisory Council on Historic Preservation website at <https://www.achp.gov/digital-library-section-106-landing/section-106-applicant-toolkit>.

Consultation with the U.S. Fish & Wildlife Service and/or the National Marine Fisheries Service under the Section 7 of the Endangered Species Act (ESA) is also required for projects that may affect listed or proposed species or destroy or modify critical habitat. The ESA consultation in accordance with Section 7 of the ESA and implementing regulations at 50 I CFR Part 402 must be completed by NRCS prior to the implementation of project activities that have the potential to impact species or habitat protected under the ESA. More information on the Section 7 consultation process can be found at <https://www.fws.gov/service/esa-section-7-consultation>.

3. Reporting

Reporting will follow the guidelines included in the agency's General Terms and Conditions, which are available at the following website: <https://www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions/index.html>

If the Federal share of any agreement awarded under this opportunity notice may include more than \$500,000 over the period of performance, recipients must also comply with the post award reporting requirements reflected in Appendix XII of 2 CFR Part 200 —Award Term and Condition for Recipient Integrity and Performance Matters.

Applicants that receive awards pursuant to this opportunity and any sub awardees must comply with the reporting requirements described at 2 CFR Part 170 unless an exception applies. Applicants must ensure they have the necessary processes and systems in place to comply with those requirements. A list of exceptions can be found at 2 CFR 170.110(b).

All CFWR recipients are responsible for reporting on project outcomes related to strategies for planning and implementing municipal compost plans and/or food waste reduction plans.

Submission of interim and final reports are required to demonstrate the progress made toward the completion of project goals, objectives, and outcomes, as well as the agreement's overall financial status. Federal Financial Report (SF-425) is due with each performance report to account for financial expenditures during that reporting period.

An itemized list of activities must accompany every payment and reimbursement request as a supplemental document in addition to the financial details. This report should illustrate the activities performed during the period indicated on the SF-270 showing how the funds were used.

Performance reports and Federal Financial Reports (SF425) are due annually no later than 90 calendar days after each annual performance reporting period end date.

A final performance report and SF-425 must be submitted no later than 120 calendar days after the performance period end date.

Submit reimbursement requests to the ezFedGrants system or the FPAC Grants and Agreements Division via email to: FPAC.BC.GAD@usda.gov on a quarterly basis. Refer to the General Terms and Conditions for more information regarding payment requests.

4. Audit Requirements

As required in 2 CFR Part 200, Subpart F Audit Requirements, all U.S. states, local governments, Federally recognized Indian tribal governments, and non-profit organizations expending \$750,000 or more in Federal award funds in a fiscal year must submit a Single Audit report for that year through the Federal Audit Clearinghouse's Internet Data Entry System.

G. FEDERAL AWARDING AGENCY CONTACT

For questions regarding this opportunity, please contact the following individual with the NFO number in the subject line:

Name: Melanie Krizmanich
Grants Management Specialist
FPAC Business Center

Email: Melanie.Krizmanich@usda.gov with a copy to FPAC.BC.GAD@USDA.GOV

H. OTHER INFORMATION

1. Questions regarding this opportunity must be submitted to the Federal Awarding Agency Contact identified above via email with the NFO number in the subject line.
2. For technical issues with Grants.gov, please contact Grants.gov Applicant Support at 1-800-518-4726 or support@grants.gov. Awarding agency staff cannot support applicants regarding Grants.gov accounts.

3. Freedom of Information Act (FOIA)

Proposals are considered confidential information. Proposals are not shared with individuals or entities seeking public disclosure through the Freedom of Information Act (FOIA) without the consent of the applicant. More specifically, Executive Order 12600 and USDA FOIA regulation 7 CFR Part 1, Subpart A requires the awarding agency to provide notice to applicants that a third party has requested copies of their business information and requires the awarding agency to consult with applicants regarding the releasing their records.

4. Government Obligation

The Federal Government is not obligated to make any Federal award as a result of this opportunity. Only authorized federal officials can bind the Federal Government to the expenditure of funds.

U.S. Department of Agriculture Non-Discrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by

USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at <https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer> and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture

Office of the Assistant Secretary for Civil Rights

1400 Independence Avenue, SW

Washington, D.C. 20250-9410

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov

USDA is an equal opportunity provider, employer, and lender.

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ATTACHMENT 1: SF424A SAMPLE

If applying to an opportunity on Grants.gov, complete the forms in the opportunity package. For all other applications, use the forms available on Grants.gov: <https://www.grants.gov/web/grants/forms/sf-424-family.html>

FBAC-BC GRANTS AND AGREEMENTS WEBSITE

<https://www.fpacbc.usda.gov/about/grants-and-agreements/apply-to-a-funding-opportunity/index.html>

1. SF-424 PREPARATION

Instructions for new agreement applications only. Separate instructions apply to amendments.

Applicants must review these instructions to ensure that the form is completed correctly. This will reduce the likelihood that the form will need to be returned for correction and potentially delay execution of any resultant agreement.

Columns one and two below correlate to the blocks on the Form SF-425. Column 3 includes the Office of Management and Budget (OMB) Standard Form instructions, and the final column includes FPAC Agency specific guidance to be used to complete the form.

Block	Field Name	SF-424 Instructions (V4.0)	FPAC Agency Guidance
1	Type of Submission	Select one type of submission in accordance with agency instructions. • Pre-application • Application • Changed/Corrected Application - Check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this form to submit changes after the closing date. Required.	Select “Application” if this is the first application submitted. If updating an application recently submitted, choose Changed/Corrected Application.
2	Type of Application	Select one type of application in accordance with agency instructions.	Applicants should generally select “New”. If, however, the applicable Notice of Funding Opportunity (NFO) allows the

		• New - An application that is being submitted to an agency for the first time. • Continuation - An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals. • Revision - Any change in the federal government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. - A: Increase Award - B: Decrease Award - C: Increase Duration - D: Decrease Duration - E: Other (specify) - AC: Increase Award, Increase Duration - AD: Increase Award, Decrease Duration - BC: Decrease Award, Increase Duration - BD: Decrease Award, Decrease Duration Required.	submission of renewals or supplements (see section B of the NFO) and the application meets the NFO description of one of these categories, then choose "Continuation or Revision" and the appropriate letter(s).
3	Date Received	Enter date if form is submitted through other means as instructed by the Federal agency. The date received is completed electronically if submitted via Grants.gov. Required.	Not completed by applicant. This is a required field and will be populated automatically by Grants.gov.
4	Applicant Identifier	Enter the entity identifier assigned by the Federal agency, if any, or the applicant's control number if applicable. Optional.	Optional/not required.
5a	Federal Entity Identifier	Enter the number assigned to your organization by the federal agency, if any. Optional.	Leave blank.
5b	Federal Award Identifier	For new applications, leave blank. For a continuation or revision to an existing award, enter the previously assigned federal award identifier number. If a changed/corrected application, enter the federal identifier in accordance with agency instructions.	Leave blank if you are submitting a new application (item 2). If submitting another type (e.g., renewal or supplement), enter the assigned Award Identifying Number (block 1 on the Notice of Grant and Agreement Award). If submitting a changed/corrected application in Grants.gov, include the Grants.gov tracking number for previously submitted

		Optional.	application.
6	Date Received by State	Leave this field blank. This date will be assigned by the state, if applicable. Optional.	Leave blank.
7	State Application Identifier	Leave this field blank. This identifier will be assigned by the state, if applicable. Optional.	Leave blank.
8a	Applicant Legal Name	Enter the legal name of the applicant that will undertake the assistance activity. This is the organization that has registered with the System for Award Management (SAM). Information on registering with SAM may be obtained by visiting SAM.gov. Required.	This name must be consistent with the name as registered in the System for Award Management (SAM). If the name in SAM is not correct, update it accordingly. If you are applying as an individual, use your legal name as in the Social Security system.
8b	Applicant Employer/Taxpayer Identification Number (EIN/TIN)	Enter the employer or taxpayer identification number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444. Required.	This number must be consistent with the number in the applicant's SAM registration. If you are applying as an individual, use your Social Security number.
8c	Unique Entity Identifier (UEI)	Enter the organization's UEI received from SAM. The UEI is a unique 12-character organization identifier. Information on registering with System for Award Management (SAM.gov) may be obtained by visiting the Grants.gov website. Required.	As of April 2022, the SAM-assigned UEI replaces the DUNS. If you are applying as an individual, this field must be 00000000INDV.
8d	Applicant Address	Enter address: Street 1 (required); City (required); County/Parish, State (required if country is US); Province; Country (required); 9-digit ZIP/Postal Code (required if country is US). If +4 does not exist for the address, enter "0000". Required.	This address must be consistent with the address in the applicant's SAM registration.
8e	Applicant Organizational Unit	Enter the name of the primary organizational unit, department, or division that will undertake the assistance activity. Optional.	Not required.
8f	Applicant Contact Information	Enter the first and last name (required), prefix, middle name, suffix, and title. Enter organizational affiliation if affiliated with an organization other than that in 7.a. Telephone	This does not necessarily need to be the person with authority to sign the application. It is a point of contact for agency staff to contact regarding the application.

		number and email (required); fax number. Required.	
9	Type of Applicant 1	Select a minimum of one applicant type or select up to three applicant types in accordance with agency instructions. If “Other” is selected, then specify Other Type of Applicant in text box. A. State Government B. County Government C. City or Township Government D. Special District Government E. Regional Organization F. U.S. Territory or Possession G. Independent School District H. Public/State Controlled Institution of Higher Education I. Indian/Native American Tribal Government (Federally Recognized) J. Indian/Native American Tribal Government (Other than Federally Recognized) K. Indian/Native American Tribally Designated Organization L. Public/Indian Housing M. Nonprofit N. Private Institution of Higher Education O. Individual P. For-Profit Organization (Other than Small Business) Q. Small Business R. Hispanic-serving Institution S. Historically Black Colleges and Universities (HBCUs) T. Tribally Controlled Colleges and Universities (TCCUs) U. Alaska Native and Native Hawaiian Serving Institutions V. Non-US Entity W. Other (specify) Required.	The selection must be consistent with the entity type listed in the applicant’s SAM registration.

10	Name of Federal Agency	Enter the name of the federal agency from which assistance is being requested with this application. This information is pre-populated if submitting through Grants.gov. Required.	Enter the applicable agency if not automatically populated: • FSA-Farm Service Agency • RMA-Risk Management Agency • NRCS-Natural Resource Conservation Service • FBC-Farm Production and Conservation Business Center
11	Catalog of Federal Domestic Assistance Number/Federal Assistance Listing and Title a.k.a. Federal Assistance Listing	Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable. This information is pre-populated if using Grants.gov. Required.	If not automatically populated, leave blank.
12	Funding Opportunity Number and Title	Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested as found in the program announcement. This information is pre-populated if using Grants.gov. Required.	If not automatically populated, enter the opportunity number and title. If unknown leave blank.
13	Competition Identification Number and Title	Enter the competition identification number and title of the competition under which assistance is requested, if applicable. These fields are pre-populated by Grants.gov if provided by the federal agency. Optional.	Leave blank.
14	Areas Affected by Project (Cities, Counties, States, etc.)	This data element is intended for use only by programs for which the area(s) affected are likely to be different from the place(s) of performance reported on the SF-424 Project/Performance Site Location(s) Form. Add attachment to enter additional areas, if needed. Optional.	Leave blank.
15	Descriptive Title of Applicant's Project	Enter a brief descriptive title of the project. Supporting documents may be attached if specified in agency instructions. Optional.	Enter a concise but informative title for the project (maximum of 200 characters).
16a	Congressional District of Applicant	16a. Enter the applicant's congressional district. Required.	Enter the Congressional district based on the physical address of the applicant as listed in the applicant's SAM registration. District numbers can be found at

			http://www.house.gov/representatives/find/ .
16b	Congressional District(s) of Program/Project	16b. Enter the primary district affected by the program or project. Enter in the following format: 2-character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina’s 103rd district. If all congressional districts in a state are affected, enter “all” for the district number, e.g., MD-all for all congressional districts in Maryland. If nationwide, i.e., all districts within all states are affected, enter US-all. If the program/project is outside the US, enter 00.000. This optional data element is intended for use only by programs for which the area(s) affected are likely to be different than place(s) of performance reported on the SF-424 Project/Performance Site Location(s) form. Attach an additional list of program/project congressional districts, if needed. Required.	District numbers can be found at http://www.house.gov/representatives/find/ . If an additional list of program/project congressional districts is to be attached to a Grants.gov opportunity, upload it under Other Attachments (listed as an Optional Form) in the Grants.gov Opportunity Package.
17a	Proposed Project Start Date	Enter the proposed start date of the project. Required.	If applying in response to a Grants.gov opportunity, refer to section B of the NFO.
17b	Proposed Project End Date	Enter the proposed end date of the project. Required.	If applying in response to a Grants.gov opportunity, refer to section B of the NFO.
18a-g	Estimated Funding	Enter the amount requested, or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses. For zero funding, enter 0. Required.	Enter the project’s total amount of funding for each category below. These values must be consistent with the values on the SF-424A and the Budget Narrative. Only include amounts for items b. through f. to meet the required cost-share/match, if any, identified in the NFO. a. <u>Federal</u> : enter the amount of Federal funds being requested. b. <u>Applicant</u> : enter cost share/match being provided by the applicant itself. Do not include cost share/match being provided by commitments from other sources; those amounts are to be included in items c., d., and e, as applicable. c. <u>State</u> : enter the amount of any cost share/match

			being provided by a State government entity. d. <u>Local</u>: enter the amount of any cost share/match being provided by a Local government entity. e. <u>Other</u>: enter the amount of any cost share/match being provided by a source other than those listed above. f. <u>Program Income</u>: enter the amount of program income (if any) used for meeting cost share/match requirements (see 2 CFR 200.80 and 200.307). g. <u>Total</u>: This field is automatically calculated. It is the sum of all amounts in the categories (items a. through f.) above.
19	Executive Order 12372	Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process. Select the appropriate box. If "A." is selected, enter the date the application was submitted to the State. Required.	Select the applicable response as to whether or not the application is subject to State review under state laws or procedures. Executive Order 12372 can be found at https://www.archives.gov/federal-register/codification/executive-order/12372.html. The Intergovernmental Review Single Point of Contact list can be found at https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf.
20	Federal Debt Delinquency	Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of federal debt include but may not be limited to delinquent audit disallowances, loans, and taxes. If yes, include an explanation in an attachment. Required.	No additional instructions
21	Certification and Signature	To be signed and dated by the authorized representative of the applicant organization. Enter the first and last name (required), prefix, middle name, and suffix. Enter title, telephone number, fax number, and email. Fax number is not required. A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain federal agencies may require that this authorization be submitted as part of the application.) If the application is submitted via Grants.gov, the	If not submitted through Grants.gov, the authorized representative must click the box. and provide either an ink signature or digital signature/digital certificate (cannot be a script font).

		signature of the authorized representative and the date signed are completed upon submission. Required.	
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2. SF-424A PREPARATION

Applicants must review these instructions to ensure the form is completed correctly. This will reduce the likelihood that the form will need to be returned for correction and potentially delay execution of any resultant agreement.

SECTION A – BUDGET SUMMARY			
Column	Field Name	Form SF-424A Instructions (V1.0)	FPAC Agency Guidance
1(a)	Grant Program Function or Activity	Enter the name of the activity or function. At least one is required.	FPAC agencies do not require the project budget be broken down into separate programs, functions, or activities on this form. That level of detail, if desired, is reserved for the Budget Narrative which is a related, but separate document. Enter “Federal” in 1(a) and, if cost-share/match is required, enter “Non-Federal” in 2(a). Leave the remaining rows blank.
1(b)	Catalog of Federal Domestic Assistance Number	Enter the Catalog of Federal Domestic Assistance Number. At least one is required.	If not automatically populated, leave blank. Leave the remaining rows blank.
1(c-d)	Estimated Unobligated Funds: Federal and Non-Federal	For new applications, leave Column (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year). For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of the amounts in Columns (e) and (f). For supplemental grants and changes to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or	Leave all rows of columns (c) and (d) blank.

		decrease of federal funds and enter in Column (f) the amount of the increase or decrease of non-federal funds. In Column (g) enter the new total budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (go) should not equal the sum of the amounts in Columns (e) and (f). Conditionally required.	
1(e)	New or Revised Budget: Federal	For new applications, leave Column (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year). For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of the amounts in Columns (e) and (f). For supplemental grants and changes to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of federal funds and enter in Column (f) the amount of the increase or decrease of non-federal funds. In Column (g) enter the new total budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of the amounts in Columns (e) and (f). Conditionally required.	Enter the total amount of the Federal funds requested in Row 1, column (e). Leave the remaining rows column (e) blank. This amount must be consistent with the amount in Block 18a of the SF-424.
1(f)	New or Revised Budget: Non-Federal	For new applications, leave Column (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).	Enter the total amount of the required Non-Federal cost share/match, if applicable, in Row 2, column (f) and leave the remaining rows of column (f) blank. This amount must be consistent with the total amount of Blocks 18b through 18f of the SF-424.

		For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of the amounts in Columns (e) and (f). For supplemental grants and changes to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of federal funds and enter in Column (f) the amount of the increase or decrease of non-federal funds. In Column (g) enter the new total budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (go) should not equal the sum of the amounts in Columns (e) and (f). Conditionally required.	
1(g)	Total	Total for Row 1(a) – 1(f). If using electronic form, these numbers are auto calculated. Required.	This auto-calculates and must be consistent with the total amount in Block 18(a) of the SF424.
5	Totals	Total for each column. IF using electronic form, these numbers are auto calculated. Required.	This auto-calculates. Block 5(g) is the total proposed application budget.
SECTION B – BUDGET CATEGORIES			
6(1-2)	Grant Program Function or Activity 1 - 2	In the column headings (1) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4, column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each Grant Program, Function or Activity, fill in the total requirements for funds (both federal and non-federal) by object class categories. If using the Budget Information form through Grants.gov, the Grant Program, Function,	The form will auto-populate “Federal” in the heading of Column 1. See the Budget Narrative Guidance https://www.fpacbc.usda.gov/about/grants-and-agreements/apply-to-a-funding-opportunity/index.html for guidance on what types of costs to include in each category. The form will auto-populate “Non-Federal” in the heading of Column 2. See the Budget Narrative Guidance https://www.fpacbc.usda.gov/about/grants-and-

		or Activity is pre-populated by the Grant Program Function or Activity from column (A) in Section A – Budget Summary. Required.	agreements/apply-to-a-funding-opportunity/index.html for guidance on what types of costs to include in each category.
6(3-4)	Grant Program Function or Activity 3 - 4	In the column headings (3) through (4), enter the titles of the same programs, functions, and activities shown on Lines 3-4, column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each Grant Program, Function or Activity, fill in the total requirements for funds (both federal and non-federal) by object class categories. If using the Budget Information form through Grants.gov, the Grant Program, Function, or Activity is pre-populated by the Grant Program Function or Activity from column (A) in Section A – Budget Summary. Required.	Leave all rows of this entire column blank.
6(a)	Personnel	Enter funds required for purpose/column heading from the selected program. If not applicable, leave blank. Optional.	Refer to Budget Narrative Guidance. This is an attachment to the NFO or is available at https://www.fpacbc.usda.gov/about/grants-and-agreements/apply-to-a-funding-opportunity/index.html .
6(b)	Fringe Benefits		
6(c)	Travel		
6(d)	Equipment		
6(e)	Supplies		
6(f)	Contractual		
6(g)	Construction		
6(h)	Other		
6(i)	Total Direct Charges (sum of 6(a) thru 6(h))	Sum of 6(a) thru 6(h). If using electronic form, these numbers are auto calculated. Required.	This auto-calculates.
6(j)	Indirect Charges	Enter the amount of indirect costs. If not applicable, leave blank. Optional.	Refer to Budget Narrative Guidance, which is included as an attachment to the NFO or is available at https://www.fpacbc.usda.gov/about/grants-and-agreements/apply-to-a-funding-opportunity/index.html .

6(k)	TOTALS (sum of 6(i) thru 6(j))	Enter the total of amounts on Lines 6i and 6j. (This amount is auto calculated if using Grants.gov.) For all applications for new grants and continuation grants, the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1)-(4), Line 6k should be the same as the sum of the amounts in Section A, Columns (e) and (f) on Line 5. If using electronic form, these numbers are auto calculated. Required.	Row 6(k) of Columns (1) and (2) will auto-populate; all other columns should be blank. The total must be consistent with the Federal total in Section A (row 5 columns (e) and (f)). All costs must comply with the cost principles of 2 CFR Part 200, Subpart E – Cost Principles. All costs must be allowable (2 CFR 200.403), allocable to the agreement (2 CFR 200.405), and reasonable in amount (2 CFR 200.404).
7	Program Income	Enter the estimated amount of total income, if any, expected to be generated from this project. If not applicable, leave blank. Optional.	If your project does not expect program income to be generated, leave this blank. Program income (see 2 CFR 200.1) means gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in § 200.307(f). Program income includes but is not limited to income from fees for services performed, the use or rental or real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. This is the amount expected but may not necessarily be what is achievable under a resultant agreement.
SECTION C – NON-FEDERAL RESOURCES			
8(a)	Grant Program Function or Activity 1	Name of the grant program from which funds will be derived. Defaults to the corresponding program name in section A; but may be overwritten if called for by the instructions for this funding opportunity. Required.	This will auto-populate.
8(b-d)	Grant Program Function or Activity 2 - 4	Enter resources provided by the applicant for the selected program. If not applicable, leave blank. Optional.	Leave blank.

8(e)	(e) Total of Non-Federal Resources for Grant Program sum of line (a) through (d)	Total Sum of 8(b) thru 8(d). Required.	Leave blank.
12(b) thru 12(e)	Total (sum of lines 8-11)	Total for each column. If using electronic form, these numbers are auto calculated. Required.	
SECTION D – FORECASTED CASH NEEDS			
13	Federal Total for 1 st Year	Sum of Federal 1st Quarter – 4th Quarter Forecasted Cash Needs. If using electronic form, these numbers are auto calculated. Required.	Per agency guidance leave blank.
	Federal Forecasted Cash Needs for 1 st Quarter – 4 th Quarter	Enter the forecasted cash needs from federal sources for each quarter of the first program year. If not applicable, leave blank. Optional.	Leave blank.
14	Non-Federal for 1 st Year	Sum of Non-Federal 1st Quarter – 4th Quarter Forecasted Cash Needs. If using electronic form, these numbers are auto calculated. Required.	Per agency guidance leave blank.
	Non-Federal Forecasted Cash Needs for 1 st Quarter – 4 th Quarter	Enter the forecasted cash needs from non-federal sources for each quarter of the first program year. If not applicable, leave blank. Optional.	Leave blank.
15	TOTAL (sum of lines 13 and 14)	Total for each column. If using electronic form, these numbers are auto calculated. Required.	Per agency guidance leave blank.
	Total Forecasted 1st Year	Total Sum of 1st Year Federal and Non-Federal Forecasted Cash Needs. If using electronic form, these numbers are auto calculated. Required.	
	Total Forecasted 1 st Quarter – 4 th Quarter	Total each Quarter Federal and Non-Federal Forecasted Cash Needs. If using electronic form, these numbers are auto calculated. Optional.	Leave blank.
SECTION E – BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT			
16(a)	Grant Program	Name of the grant program from which funds will be derived. Defaults to the corresponding program name in section A; but may be	This will auto-populate.

		overwritten if called for by the instructions for this funding opportunity. Required.	
16(b-d)	First Future Funding Period (year) – Third Future Funding Period (year)	Enter the estimated federal funds that will be required in each of the additional funding years for the selected program. Optional.	Leave blank.
16(e)	Fourth Future Funding Period (year)	Enter the estimated federal funds that will be required in the fourth funding year for the selected program. Optional.	Leave blank.
20	Total (sum of lines 16-19)	Total Sum of Estimated Federal Funds needed for balance of project per year. Auto calculated. Required.	Leave blank.
SECTION F – OTHER BUDGET INFORMATION			
21	Direct Charges	Use this space to explain amounts for individual direct object class cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.	Leave blank.
22	Indirect Charges	Enter the type of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.	
23	Remarks	Provide any other explanations or comments deemed necessary.	

BUDGET INFORMATION - Non-Construction ProgramsOMB Number: 4040-0006
Expiration Date: 02/28/2022**SECTION A - BUDGET SUMMARY**

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Federal		\$	\$	\$ 113,850.00	\$	\$ 113,850.00
2. Non-Federal					38,500.00	38,500.00
3.						
4.						
5. Totals		\$	\$	\$ 113,850.00	\$ 38,500.00	\$ 152,350.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1) Federal	(2) Non-Federal	(3)	(4)	
a. Personnel	\$ 80,000.00	\$ 28,000.00	\$	\$	\$ 108,000.00
b. Fringe Benefits	20,000.00	7,000.00			27,000.00
c. Travel	3,000.00				3,000.00
d. Equipment					
e. Supplies	500.00				500.00
f. Contractual					
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)	103,500.00	35,000.00			\$ 138,500.00
j. Indirect Charges	10,350.00	3,500.00			\$ 13,850.00
k. TOTALS (sum of 6i and 6j)	\$ 113,850.00	\$ 38,500.00	\$	\$	\$ 152,350.00
7. Program Income	\$	\$	\$	\$	\$

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SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program		(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8.	Federal	\$	\$	\$	\$
9.	Non-Federal				
10.					
11.					
12. TOTAL (sum of lines 8-11)		\$	\$	\$	\$

SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$	\$	\$	\$	\$
14. Non-Federal	\$				
15. TOTAL (sum of lines 13 and 14)	\$	\$	\$	\$	\$

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program		FUTURE FUNDING PERIODS (YEARS)			
		(b)First	(c) Second	(d) Third	(e) Fourth
16.	Federal	\$	\$	\$	\$
17.	Non-Federal				
18.					
19.					
20. TOTAL (sum of lines 16 - 19)		\$	\$	\$	\$

SECTION F - OTHER BUDGET INFORMATION	
21. Direct Charges:	22. Indirect Charges:
23. Remarks:	

APPENDIX C - Budget Narrative Guidance

All costs must comply with the cost principles of 2 CFR Part 200, [Subpart E – Cost Principles](#). All costs (both Federal and any required non-Federal cost-sharing/match) that are part of an award must be:

- allowable ([2 CFR 200.403](#)),
- allocable to the agreement ([2 CFR 200.405](#)), and
- reasonable in amount ([2 CFR 200.404](#)).

A thorough budget narrative will aid the administrative review and processing of a recommended award. Amounts included in a budget and budget narrative are estimates; in the event of an award, payments will be based on actual expenditures. The following is guidance for your use in preparing a thorough budget narrative. The guidance follows the order of the budget items.

COST-SHARING/MATCHING: If required, you must provide the information below for the Federal portion of costs and *separately* provide the information below with the same level of detail for the cost-sharing/matching portion, as applicable, as part of the budget narrative.

PERSONNEL – Only include employees of applicant organization

This category includes salaries and wages of personnel of the applicant organization (i.e., employees) that will be working directly on the project. For each individual, identify their role and describe their contributions to the project. Also include their annual salary, percent of effort, and the period of time they will contribute to the project along with the associated funds requested for support. The following format is an appropriate way to provide the information.

Mr. Jones – Project Director. Accountable for assuring that all project activities are carried out in a timely, cost-efficient and responsible manner. He will provide oversight of daily activities and lead and direct the project toward accomplishment of the objectives of the project. He is responsible for the submission of the required reports.

Salary	% effort	Project Duration	Funds Requested
\$50,000	25%	12 months	\$12,500

FRINGE BENEFITS – Only related to salaries identified under Personnel

Fringe benefits include, but are not limited to, the costs of leave (e.g., vacation, family-related, sick or military), employee insurance, pensions, and unemployment benefit plans. Also, see [2 CFR 200.431](#), Compensation-Fringe Benefits. Provide information about how fringe benefits are determined along with the amount requested.

For instance:	Amt. Requested
Fringe benefits - 25% of salaries and wages (\$12,500 @ 25%).	\$3,125

TRAVEL

Refer to your organization's travel policy for guidance on how to arrange travel. If your organization lacks a policy, it is expected that you follow the U.S. federal government policy, see <http://www.gsa.gov/federaltravelregulation>.

For the budget narrative, identify the total funds requested for travel. Provide as much detail as possible including purpose, destination, dates of travel, and number of individuals for each trip. If the dates of travel are not known, specify estimated length of trip. Identify what will be followed (e.g., organizational travel policies or government per diem rates). The following are a few examples of how to provide the information.

- 2 people - travel to Washington D.C. once per year for a two-day meeting [identify purpose of meeting].
 - Airfare \$800 x 2 for airfare = \$1,600
 - Airport parking = \$64
 - Hotel for 3 nights x 2 @ \$200 = \$1,200
 - Meals for 2 days x 2 = \$24;
 - Rental car for 3 days @ \$110/day = \$330
 - Total for trip: \$3,439
- Local travel for project manager is calculated at .50 per mile throughout primary service area x 326 miles/month x 12 months = \$1,956.

EQUIPMENT

Equipment is defined as an item of property that has an acquisition cost of \$5,000 or more (unless the organization has established lower levels) and an expected service life of more than one year. List each item of equipment along with the applicable cost. Include justification of its need in accomplishing the goals of the project.

Example: To complete objectives #1 and #2, Refrigerated Trailer is required. XYZ Refrigerated Trailer, Model #123, at \$5,555

These costs should only include the costs to purchase new equipment. The cost of renting or leasing equipment is not to be included in this category but instead, include under the Contractual category. If equipment is costly, include a lease vs purchase comparison in the budget narrative in support of route chosen.

SUPPLIES

Supplies is defined in [2 CFR 200.1](#) as all tangible personal property other than those described in [2 CFR 200.1](#) Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. Suggest also viewing [2 CFR 200.453](#), Materials and Supplies Costs, Including Costs of Computing Devices, regarding the allowability of costs.

Indicate general categories of expendable supplies including an amount for each category. Caution: If a category is viewed as too general or the associated amount is too high, further itemization may be requested. Therefore, use good judgement in determining the level of detail to provide.

Example: General office supplies \$50/mo. x 12 mo. =	\$600
Postage \$37/mo. x 8 mo. =	\$296
Laptop Computer 1 x \$900 =	\$900
Printer 1 x \$300 =	\$300
Projector 1 x \$900 =	\$900
Copies 8000 copies x .10/copy =	\$800

CONTRACTUAL

This category includes consultants, subcontracts, etc.

Consultants -- List the total costs for all consultant services. Identify each consultant, the services he/she will perform, total number of days, rate of pay, travel costs, per diem, and total estimated costs.

Contract -- A contract is defined in [2 CFR 200.1](#) as a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward (see §200.1 Subaward).

Explain the need for each agreement and how their use will support the purpose and goals of the project. For each contract, describe the associated activities, scope of work or services to be provided and how the costs were estimated. If budgeting for a procurement action, document if a solicitation process has occurred or if the contract will be a sole source.

Example:

- ABC Company: Training \$250/individual x 3 staff 5 days = \$ 750
- Amy White to provide Technical Assistant Services
 - 1FTE @ \$25,000 + 20% Fringe Benefits of \$5,000 = \$30,000
 - Travel at 2,000 miles @ .50 per mile = \$ 1,000
 - Training course \$ 175

Supplies @ \$42.50 x 12 months =	\$ 510
Telephone @ \$40 x 12 months =	<u>\$ 480</u>
	\$32,165

- John Doe, Consultant \$40 per hour x 220 hours for 12 month period = \$ 8,800
- To Be Announced Outreach Coordinator Annual salary \$30,000 x 10% level of effort/12 months = \$ 3,000

CONSTRUCTION

Construction efforts are to be included under this category with the same level of detail as described under the “Other” category below.

OTHER

Costs not fitting under one of the other categories are to be included under this category. The level of detail is to be commensurate with other categories. Subawards should be included in this category. Per [2 CFR 200.1](#), a subaward is an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Example: Outreach Workshop

Rental of facilities (\$750/2 days)	\$1,500
Information technology services	\$ 400
Training packets (approx. 125/\$40 each)	<u>\$5,000</u>
Total	\$6,900

Note: Percentage for contingencies is not an allowable cost.

INDIRECT

[2 CFR 200.1](#) defines *Indirect (F&A) costs* as those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. To facilitate equitable distribution of indirect expenses to the cost objectives served, it may be necessary to establish a number of pools of indirect (F&A) costs. Indirect (F&A) cost pools must be distributed to benefitted cost objectives on bases that will produce an equitable result in consideration of relative benefits derived.

This cost category guidance includes several components:

- Calculation (This is to be included as part of the budget narrative)
- Indirect Cost Rates
 - Negotiated Rate
 - 10% De Minimis Rate
- Limitation (i.e., indirect cost cap)

- Unrecovered Indirect Costs for Cost-sharing/Match
- Voluntarily Reduce/Waive

Calculation.

If indirect costs are requested as part of the proposed budget, you must provide details used in determining the indirect costs requested. For instance, provide the calculation specifying the amounts used in applying the base (the base specified in the applicable rate agreement) by the applicable rate (see indirect cost rate info below as well as Limitation section). The calculation can be displayed in different formats but must capture the components (i.e., amounts used in applying the base and the applicable rate).

EXAMPLE 1: For purposes of this example, the recipient uses the 10% de minimis indirect cost rate (10% of Modified Total Direct Cost (MTDC)). 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. 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.

	<u>Budget</u>	<u>Indirect Eligible Amounts</u>
Salaries and wages	\$50,000	\$50,000
Materials and supplies	3,000	3,000
Equipment	5,500	-0-
Subaward	30,000	<u>25,000</u>
		\$78,000 x 10% = \$7,800 Indirect Costs

EXAMPLE 2: For purposes of this example, the recipient has a Negotiated Indirect Cost Rate Agreement (NICRA) of 20% with a base of salaries and fringe benefits.

	<u>Budget</u>	<u>Indirect Eligible Amounts</u>
Salaries and wages	\$50,000	\$50,000
Fringe Benefits	10,000	10,000
Materials and supplies	3,000	-0-
Equipment	5,500	-0-
Subaward	30,000	<u>-0-</u>
		\$60,000 x 20% = \$12,000 Indirect Costs

Indirect costs may only be recovered if the non-Federal entity has one of the following indirect cost rates.

1. **Negotiated Rate:** If the organization has a *current* NICRA established with the cognizant Federal agency (the agency that provides the most funds to the organization), then

provide a copy of the NICRA; expired rates are not acceptable. If unable to obtain a current negotiated rate from the cognizant agency, you are permitted to opt to use the 10% de minimis cost rate (you may only be reimbursed for allowable direct cost). Violation of cost accounting principles is not permitted when re-budgeting or charging costs to awards. Rather, costs must be consistently charged as either indirect or direct costs. Along with a copy of the NICRA, include the rate and base as part of the budget narrative.

Example: Rate 24.87% of MTDC - 24.87% applied to the following items: \$97,300 of Personnel, \$23,352 of Fringe, \$110,000 of other, and the first \$25,000 of three (3) subawards = \$76,015.65 indirect costs

2. **10% De Minimis Cost Rate:** In accordance with [2 CFR 200.414\(f\)](#), any non-Federal entities, unless excepted, may elect to forgo calculation of an indirect cost rate and request a 10% de minimis indirect cost rate. The 10% de minimis rate is applied to modified total direct costs (MTDC). For this purpose, MTDC means total direct costs related to the award, such as direct labor, fringe benefits, materials and supplies, publications, consultant services and travel costs. MTDC excludes the following costs: equipment, capital expenditures, participant support costs and the portion of each subaward and subcontract in excess of \$25,000. Violation of cost accounting principles is not permitted when charging costs to awards. Rather, costs must be consistently charged as either indirect or direct costs.

If the 10% de minimis option is chosen, it must be used consistently for all Federal awards until such time you choose to negotiate for a rate, which you may apply to do at any time. If the organization previously opted for the de minimis rate, a copy of the rate agreement must be provided. If the organization is currently electing the de minimis rate, use an indirect cost rate of no more than 10% of MTDC when preparing the budget. If selected for award, a de minimis rate agreement will be executed along with the award, as appropriate.

Example: Rate 10% of MTDC – 10% applied to the following items: \$45,000 of Personnel, \$10,800 of Fringe, and \$59,000 of Other = \$11,480 indirect costs

Limitation: Some programs may not allow the recovery of indirect costs. In such instances, the limitation flows down to subcontractors. Refer to the applicable notice of funding opportunity to determine if indirect costs are unallowable.

USDA appropriation acts limit indirect costs to 10 percent for cooperative and contribution agreements with nonprofit entities; for purposes of this limitation “nonprofit entities” includes institutions of higher education. For agreements subject to this limitation first apply the 10 percent indirect cost rate to the agreement’s total direct costs; this is shown on line 6.i of the SF424A. Then calculate indirect costs using the rate and the direct cost application base specified in the recipient’s NICRA. Use whichever rate results in the lower amount.

If the organization has a NICRA, both the NICRA calculation and the 10% TDC must be completed in order to determine the lesser (i.e., maximum allowed indirect costs) for the applicable project.

Calculation instructions: First, multiply the NICRA rate by the base stated in the NICRA to arrive at Amount A. Next, multiply the statutory limit of 10% by TDC to arrive at Amount B. The lower of Amount A and B is the maximum amount of allowable indirect cost, therefore include this amount on the budget.

Unrecovered Indirect Costs for Cost-sharing/Match: 2 CFR 200.306(c) provides,

“Unrecovered indirect costs, including indirect costs on cost sharing or matching may be included as part of cost sharing or matching only with the prior approval of the Federal awarding agency. Unrecovered indirect cost means the difference between the amount charged to the Federal award and the amount which could have been charged to the Federal award under the non-Federal entity's approved negotiated indirect cost rate.”

Voluntarily Reduce/Waive: A recipient may voluntarily reduce or waive recovery of indirect costs at its sole discretion and must not be encouraged or coerced in any way to do so by the agency. If organizations waive indirect cost recovery and request only direct costs, the organization is required to include in the award budget only those types of costs consistently treated as direct costs by the organization.

REQUESTED COUNCIL MEETING DATE: June 6, 2023**ITEM:** MIRMA Invoice July 1, 2023 to June 30, 2023

ORIGINATING DEPARTMENT: Finance Department**ATTACHMENT:****1. MIRMA Invoice July 1, 2023 to June 30, 2023**

PURPOSE:

Provide update to our MIRMA renewal - additional charges and percent increase.

BACKGROUND:

Annually, MIRMA provides an assessment invoice for the coming year's insurance coverage. For FY24 the increase per hundred is going from \$10.96 to \$11.31. This results in a 35 cent increase or (3.2%). The driving force behind this increase is the passage of new legislation which contains a provision for first responder work comp PTSD claims. MIRMA's projected losses from this change equates to 31 cents of the 35 cent increase. The second factor is due to excess property placement in the pool. The rising costs are attributable to increases in wind and hail claims across the Midwest, increased building costs, and a large substation loss in the fall of 2021. Mirma is also stating the property placement will also likely reduce our earthquake coverage to \$5,000,000 for each member.

The new surcharge is a Fire Fighter Cancer Pool- due to increased exposure of firefighter cancer work comp claims

RECOMMENDATION:

The current budget for FY23 included a 6% increase for a total of \$556,869.70. Staff will pay as presented.



MIRMA

Missouri Intergovernmental Risk Management Association
3002 Falling Leaf Court Columbia, MO 65201 (573) 817-2554

INVOICE

TO: City of Neosho
203 E. Main Street
Neosho, MO 64850

Date of Invoice: May 15, 2023

Payment Due: June 29, 2023

Description	Debits	Credits
FY2024 Assessment Computation (\$11.31/\$100 Payroll) for the period of 7/1/2023 - 6/30/2024	\$541,199	
Property Adjustment Debit	\$3,440	
Loss Prevention Credit		\$330
Loss Experience Credit		\$14,655
Fire Fighter Cancer Pool Debit Per resolution 22-02, members who are not addressing their firefighter cancer exposure through the Missouri Fire Fighters Critical Illness Pool shall be subject to an additional assessment beginning July 1, 2023. Should the member provide evidence of being accepted into the pool by June 29, 2023 this surcharge will be waived. More information on the pool can be found at https://www.mffcip.org/ or by contacting the MIRMA staff.	\$7,896	
IN ORDER FOR YOUR PAYMENT TO BE CONSIDERED AS PAID ON TIME, IT MUST BE IN THE MIRMA OFFICE BY THE DUE DATE. ARTICLE VI (e) OF THE ARTICLES OF ASSOCIATION PROVIDES FOR SIGNIFICANT PENALTY FOR LATE PAYMENT.		
Totals	\$552,535	\$14,985
	Amount Due	\$537,550

REQUESTED COUNCIL MEETING DATE: June 6, 2023

ITEM: First Community Bank - Business Platform for Online Banking

ORIGINATING DEPARTMENT: Finance Department

ATTACHMENT: None

PURPOSE:

First Community Bank business platform portal

BACKGROUND:

First Community Bank currently offers an online banking platform where business and personal services are on the same platform. First Community has built a business platform which will assist with transparency to Council, approval of bank transfers, wires, EFT, and ACH transactions.

Staff met with Issac Norman-Treasury Management Sales to discuss this platform and what impact it will have on the City. The staff who can initiate and release current transfers, wires, EFT and ACH will remain the same. The addition to our services will be to assign approvers to maintain the dual control of checks in an online environment. The primary approvers will be the City Manager and Mayor and the second approvers will be the City Clerk and Mayor Pro Tempore.

This service will be at no additional cost to the City.

RECOMMENDATION:

Staff recommends Council approves moving to the platform prior to September 2023 and authorizing the Mayor and staff to sign appropriate forms for access to the banking platform.

REQUESTED COUNCIL MEETING DATE: June 6, 2023

ITEM: Irrevocable Consent 12880 Kalmia Lane

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. 12880 Kalmia Lane Irrevocable Consent

PURPOSE:

The purpose of this item is to gain city council's acceptance of an Irrevocable Consent for Clyde and Gwendolyn Hopper's property located at 12880 Kalmia Lane.

BACKGROUND:

The Hoppers' property is outside the city limits and they are not contiguous with the city limits. The Hoppers wish to connect to the city's drinking water system and have signed an Irrevocable Consent to Annexation.

RECOMMENDATION:

The staff recommends that the city council approve the Hoppers' Irrevocable Consent to Annexation.

IRREVOCABLE CONSENT TO ANNEXATION AND AGREEMENT RELATING THERETO

This Irrevocable Consent to Annexation and Agreement Relating Thereto is made and entered into this 31 day of May, 2023.

WITNESSETH:

WHEREAS, Clyde B. Hopper and Gwendolyn F. Hopper, (hereinafter "Owners") are the record Owners a fee simple interest in the following described real property:
12880 Kalmia Lane, Neosho, MO

That part of the Southeast Quarter of the Southeast Quarter of Section 15, Township 25, Range 32, Newton County, Missouri, commencing at an iron pin in the Northeast corner of the Southeast Quarter of the Southeast Quarter of Section 15; thence South 792.08 feet to an iron pin; thence North 62°02'West 284.28 feet to an iron pin; thence North 60°31'West 203.35 feet to an iron pin; thence North 54°08'West 345.20 feet to an iron pin; thence North 51°56'West 140.05 feet to an iron pin, the point of beginning of tract herein conveyed; thence North 38°06'East 151.88 feet to an iron pin; thence North 52°28'West 159.05 feet to an iron pin; thence South 37°25'West 150.32 feet to an iron pin; thence South 51°56'East 157.17 feet to the point of beginning.{

WHEREAS, the above-described realty lies outside of the city limits of the City of Neosho, Missouri, (hereinafter the "City"); and

WHEREAS, it is the policy of the City and the Council not to supply water or sewer to realty and persons located outside of the city limits; and

WHEREAS, Owners have asked the City to provide Owners with water and/or sewer service by permitting Owners to connect on to the City's water and/or sewer system; and

WHEREAS, the City, is willing to deviate from the above stated policy, and is willing to allow Owners to connect on to the City's water and/or sewer system if, and only if, Owners will irrevocably agree to consent to any future annexation by the City of the above described realty in the event the City determines such annexation would be in the best interests of the City.

NOW THEREFORE, it is hereby agreed by and between the parties as follows:

1. The City hereby agrees to permit Owners to connect to the City's water and/or sewer system and Owners hereby irrevocably consent, on behalf of themselves, their successors and assigns, to any future annexation of the above-described realty by the City irrespective of

who initiated the annexation process. If in the event the Owner connects to the City's water system at a time when not City sewer service is unavailable, the Owner agrees to connect to City sewer services at the Owner's expense whenever City sewer services come within the footage regulations as defined in the Water and Sewer Extension Plan.

2. The City shall charge, and Owners shall pay, such fees as the City determines necessary, appropriate or reasonable for all water and/or sewer service supplied Owners.

3. At such time the City declares that annexation of hereinbefore described realty is in the best interests of the City; the City shall present the attached Voluntary Petition for Annexation to the Council as provided by Section 71.012 RSMo.

4. Alternatively, in the event the City initiates an annexation proceeding in the court system of this state which ultimately requires voter approval, and in the further event such annexation proceeding involves the above-described realty; Owners, their successors and/or assigns hereby agree to cooperate fully with the City and the Council in the annexation process, and Owners, their successors and/or assigns agree they will in no way object to or do anything which would impede the annexation process.

5. In the event Owners, their successors and/or assigns, or anyone acting by, through to on behalf of any of them, shall fail to cooperate fully with the City and the Council in any future annexation proceeding, irrespective of the form of that proceeding, or should Owners, their successors and/or assigns object to or do anything which would impede any such annexation proceeding, should Owners, their successors and/or assigns object to or do anything which would impede any such annexation proceeding, then the City may thereafter, without notice, terminate water and/or sewer service to the above-described realty and disconnect said property from the City's water and/or sewer system.

6. This agreement, including the Irrevocable Consent to Annexation contained herein, and the Voluntary Petition for Annexation shall be enforceable by specific performance, at the option of the City, and, if litigation is initiated, the parties

agree that venue shall be proper only in the Circuit Court of Newton County, Missouri, and all parties expressly waive any rights to venue inconsistent therewith.

7. This agreement, the Irrevocable Consent to Annexation, and the Voluntary Petition for Annexation contained herein shall remain in full force and effect so long as Owners continue to receive water and/or sewer service from the City and/or are connected to the City's water and/or sewer system.

8. This agreement, the Irrevocable Consent to Annexation contained herein shall be deemed to be a covenant running with the land and shall be binding upon Owners, their heirs, legal representatives, successors and assigns.

OWNER SIGNATURE:	<u>Clyde Hopper</u>	DATE:	<u>5/31/23</u>
CO-OWNER SIGNATURE:	<u>Gwendolyn Hopper</u>	DATE:	<u>5/31/23</u>
OWNER NAME (print):	<u>Clyde Hopper</u>		
CO-OWNER NAME (print):	<u>Gwendolyn Hopper</u>		

Teresa L Bennett
Notary Public - Notary Seal
STATE OF MISSOURI
Commissioned for McDonald County
My Commission Expires 06/05/2026
Commission # 14436373

AFFIDAVIT FOR A JOINT OWNERSHIP

(Page 1 of 1)

Clyde Hopper
Property Owner

Gwendolyn Hopper
Property Owner

STATE OF MISSOURI)
 McDonald ss.
COUNTY OF NEWTON)

On this 31ST day of May, 2023, before me personally appeared Clyde Hopper and Gwendolyn Hopper, to me personally known, who being duly sworn, declared that they are the persons who signed the foregoing document as joint owners of the property and that they are husband and wife and, acknowledge said instrument to be their free act and deed as joint owners and that the statements therein contained are all true.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Neosho, MO., the day and year first above written.

Teresa L. Bennett
Notary Public

My commission expires on: 06/05/2026

Teresa L Bennett
Notary Public - Notary Seal
STATE OF MISSOURI
Commissioned for McDonald County
My Commission Expires 06/05/2026
Commission # 14436373

Mini Grant Application Form

When you finish this application form, you will be required to submit your most recent 28-day work schedule. (Or whatever monthly schedule your agency uses). You may do so via fax, email, or mail. Fax 573-634-5977. Email: Michael.Stapp@modot.mo.gov, or mail 830 MoDOT Drive, Jefferson City, MO 65102

Please complete this form, and upon completion please email to Mike Stapp at Michael.Stapp@modot.mo.gov.

Name of person filling out application:

Rachel Kimmel

Email Address:

rkimmel@neoshomo.gov

Agency Name:

Neosho Police Department

Does your agency have an internal seat belt or cell phone policy for all personnel?

YES ☒ NO ☐

Does your agency have a written overtime policy? (Please forward with application)

YES ☒ NO ☐

Does your agency report to STARS?

YES ☒ NO ☐

Does your agency report MIBRS/NIBRS information monthly?

YES ☒ NO ☐

How many DWI violations did agency issue in last year?

68

How many speeding citations issued in the last year?

384

Page 1 of 2



Our mission is to provide a world-class transportation system that is safe,
innovative, reliable and dedicated to a prosperous Missouri.
www.modot.org

How many Child Safety/Seat Belt citations issued in last year?

3

How many crashes have there been in your jurisdiction in the last 3 years?

831

How many Fatality and Serious injury crashes in the last 3 years?

7

What is the total number of officers available to work Grant Overtime?

21

What high crash areas do you plan to concentrate your enforcement at?

State Highways and their Intersections within City Limits

Does your agency have 24-hour manpower coverage?

YES ☒

NO ☐

Did you submit your most recent 28-day work schedule?

YES ☒

NO ☐

What mini grant(s) does your agency want to apply for?

Occupant Protection ☒ DWI ☒

Does your jurisdiction have any special circumstances that we should consider when reviewing your mini grant application?

n/a

Please leave any notes, comments, clarification to the above questions, or information you feel is necessary for us to have to process your Mini Grant Application Form in the following space:

***The Highway Safety Office will be spot checking vouchers for hours worked and citations issued. This will include requesting copies of citations, timesheets and other supporting documentation. Officers on "Grant Time" should not be handling routine calls and normally should not be only officer on duty.

Complete this Mini Grant Application Form and submit your most recent 28-daywork schedule and overtime policy with this form. (Or whatever monthly schedule your agency uses). You may send via fax, email, or mail. Fax: 573-634-5977. Email: Michael.Stapp@modot.mo.gov . Main: 830 MoDOTDrive, Jefferson City, MO 65102

Missouri Department of Transportation
Patrick K. McKenna, Director

573.751.4161
Fax: 573.634.5977
1.800.800.2358

Dear Chief:

Your agency has been approved to participate in our Mini-Grant program through the Missouri Safety Center in Warrensburg. The Safety Center will provide you with a written contract along with instructions on what is required to receive reimbursement from them.

Funding for this program is received from the National Highway Traffic Safety Administration. With that in mind, our office and/or one of our Law Enforcement Liaisons will at some point conduct monitoring visits on all mini grant agencies. This may range from an email requesting you to provide documents to an onsite visit where they will request to see various documents.

Documents that you should have in your grant project file should include:

- Officer Log Sheet for the grant shift
- Overtime sheet signed by officer and second person on duty to document their participation.
- Time Sheets for the pay period
- Enforcement Page for individual officers
- Copies of Citations/Warnings (If automated, they can be printed upon request)
- Department work schedule for the grant period
- Payroll documentation for grant shifts.

If you have any questions or need assistance, please feel free to contact Mike Stapp in our office at Michael.Stapp@modot.mo.gov or by phone at 573-751-0599.

Thank you for participating in our programs and working with us to make our Missouri highways a safer place to travel.

Sincerely,



Jon Nelson
Assistant to the State Highway Safety and Traffic Engineer



Our mission is to provide a world-class transportation system that is safe, innovative, reliable and dedicated to a prosperous Missouri.
www.modot.org



MoDOT Highway Safety Office FY2023 Statewide Mobilization Dates



Highway Safety Mobilization Enforcement Activity website <https://mobilization.rejis.org/>

*Denotes Unfunded Campaign

Major Campaigns	Dates
Holiday Impaired Driving	November 23, 2022 – January 1, 2023
Click It or Ticket	May 22 – June 4, 2023
Drive Sober or Get Pulled Over	August 18 – September 4, 2023
Additional Enforcement Campaigns	
Spring Impaired Driving Enforcement	March 17 – April 19, 2023
Youth Seat Belt Enforcement	April 1-15, 2023
*4/20 Impaired Driving Enforcement	April 20-23, 2023
Speed Enforcement Dates	
*October Speed Enforcement	October 8–22, 2022
*June Speed Enforcement	June 25 – July 9, 2023

REQUESTED COUNCIL MEETING DATE: June 6, 2023

ITEM: MODOT MINI Grant Request

ORIGINATING DEPARTMENT: Police Department

ATTACHMENT:

1. MODOT MINI Grant

PURPOSE:

The Neosho Police Department is requesting to participate in MODOT Mini Grants.

BACKGROUND:

The Missouri Department of Transportation Mini Grants provide additional traffic enforcement within the City of Neosho. MODOT will cover the cost of the participating patrol officers' overtime pay in their traffic enforcement campaigns. Neosho Police Department would be able to dedicate extra enforcement to areas that are prone to high traffic numbers.

RECOMMENDATION:

Neosho Police Department is requesting approval to submit an application to MODOT for Mini Grant Campaigns and authorize the Mayor to sign.

Mini Grant Application Form

When you finish this application form, you will be required to submit your most recent 28-day work schedule. (Or whatever monthly schedule your agency uses). You may do so via fax, email, or mail. Fax 573-634-5977. Email: Michael.Stapp@modot.mo.gov, or mail 830 MoDOT Drive, Jefferson City, MO 65102

Please complete this form, and upon completion please email to Mike Stapp at Michael.Stapp@modot.mo.gov.

Name of person filling out application:

Rachel Kimmel

Email Address:

rkimmel@neoshomo.gov

Agency Name:

Neosho Police Department

Does your agency have an internal seat belt or cell phone policy for all personnel?

YES ☒ NO ☐

Does your agency have a written overtime policy? (Please forward with application)

YES ☒ NO ☐

Does your agency report to STARS?

YES ☒ NO ☐

Does your agency report MIBRS/NIBRS information monthly?

YES ☒ NO ☐

How many DWI violations did agency issue in last year?

68

How many speeding citations issued in the last year?

384

Page 1 of 2



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How many Child Safety/Seat Belt citations issued in last year?

3

How many crashes have there been in your jurisdiction in the last 3 years?

831

How many Fatality and Serious injury crashes in the last 3 years?

7

What is the total number of officers available to work Grant Overtime?

21

What high crash areas do you plan to concentrate your enforcement at?

State Highways and their Intersections within City Limits

Does your agency have 24-hour manpower coverage?

YES ☒

NO ☐

Did you submit your most recent 28-day work schedule?

YES ☒

NO ☐

What mini grant(s) does your agency want to apply for?

Occupant Protection ☒ DWI ☒

Does your jurisdiction have any special circumstances that we should consider when reviewing your mini grant application?

n/a

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If you have any questions or need assistance, please feel free to contact Mike Stapp in our office at Michael.Stapp@modot.mo.gov or by phone at 573-751-0599.

Thank you for participating in our programs and working with us to make our Missouri highways a safer place to travel.

Sincerely,



Jon Nelson
Assistant to the State Highway Safety and Traffic Engineer

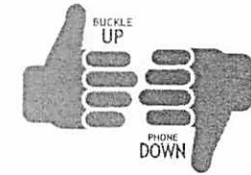


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Speed Enforcement Dates	
*October Speed Enforcement	October 8–22, 2022
*June Speed Enforcement	June 25 – July 9, 2023

REQUESTED COUNCIL MEETING DATE: June 6, 2023

ITEM: Water and Sewer Rate Discussion

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT: None

PURPOSE:

BACKGROUND:

RECOMMENDATION:

REQUESTED COUNCIL MEETING DATE: June 6, 2023

ITEM: July 4th, 2023 Council Meeting

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT: None

PURPOSE:

BACKGROUND:

RECOMMENDATION:

Apply for a Board / Commission

Thank you for your consideration in serving our community. This questionnaire will provide the City Council some background on your interest and reasons for seeking to serve.

Select Desired Board:	Board of Adjustments (Zoning)
Name	SAM MAJOR
Address Line 1	PO BOX 502
Address Line 2	127 E Main Street, unit T
City	NEOSHO
State	MO
Zip Code	64850
Phone	417-455-6444
Email	major_sam5@hotmail.com
Why do you want to serve on this board?	to serve the Citizens of Neosho and the City of Neosho in the best ways possible
Have you dealt with this specific Board before?	yes
Have you attended any Board meetings for this Board?	yes
What would you like to accomplish if you are appointed to this Board?	To continue to improve and maintain a qualified zoning board to serve the citizens of Neosho and the City of Neosho in the best ways possible.
Please respond by:	Email

Apply for a Board / Commission

Select Desired Board:	Events Board
Name	Cathleen Bailey
Address Line 1	9687 Nighthawk Rd
Address Line 2	Neosho, MO 64850
City	Neosho
State	Missouri
Zip Code	64850
Why do you want to serve on this board?	I believe I have a lot to offer by serving my community in this way, having been a part of organizing community events for the past 5 years behind the scenes, working directly with the events board. I have done this as Jeff Jones' assistant and his studio manager for The Clay Cup: A Coffee Pottery. I have been graciously accepted as a member of this community for the past 5 years. On the verge of opening an art gallery on the square, I wish to do my part in helping Neosho to grow and thrive.
Have you dealt with this specific Board before?	Yes. I have been invited to sit in on many of the meetings for the past five years since I have been a large part of organizing part of the events that take place on North Wood St. (Artist's Alley. The Bowl-a-Thon).
Have you attended any Board meetings for this Board?	Yes. As an assistant to Jeff Jones and often by request of Nancy Tomlinson or Paul Richardson.
What would you like to accomplish if you are appointed to this Board?	To facilitate growth in this area of the city's services by bringing in the perspective of my generation. To take responsibility as a member of the Board in the years to come, as a rising member of the community.
Please respond by:	Email

Apply for a Board / Commission

Thank you for your consideration in serving our community. This questionnaire will provide the City Council some background on your interest and reasons for seeking to serve.

Select Desired Board:	Events Board
Name	Greg Franklin
Address Line 1	1230 Lou Ida
Address Line 2	1230 Lou Ida
City	Neosho
State	MO
Zip Code	64850
Why do you want to serve on this board?	Lifelong resident and retired. Don't mind serving my town.
Have you dealt with this specific Board before?	Years ago, I served on event board for the Fall Festival. Was in charge of entertainment and securing local/non-local talent to perform.
Have you attended any Board meetings for this Board?	No
What would you like to accomplish if you are appointed to this Board?	Work with other board members to make the correct recommendations in order to provide quality events for the community.
Please respond by:	Email

Apply for a Board / Commission

Thank you for your consideration in serving our community. This questionnaire will provide the City Council some background on your interest and reasons for seeking to serve.

Select Desired Board:	Planning and Zoning
Name	SAM MAJOR
Address Line 1	PO BOX 502
Address Line 2	127 E Main Street, unit T
City	NEOSHO
State	MO
Zip Code	64850
Phone	417-455-6444
Email	major_sam5@hotmail.com
Why do you want to serve on this board?	To help maintain proper zoning in the City of Neosho
Have you dealt with this specific Board before?	yes
Have you attended any Board meetings for this Board?	yes
What would you like to accomplish if you are appointed to this Board?	To help maintain proper zoning in the City of Neosho
Please respond by:	Email