JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, APRIL 3, 2023
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.

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

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

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

1. **Call To Order**
   Invocation
   Pledge of Allegiance of the United States of America

2. **Roll Call**

3. **Presentations**

   1. VFW Post 5293 Joplin South Awards Presentation

   2. Fair Housing Month Proclamation

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. COUNCIL BILL NO. 2023-260
      AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located at the intersection of W 32nd Street and S John Duffy Dr., approx. 3500 feet west of S John Duffy Dr.

      Documents:

      CB2023-260SUMMARY.PDF
      060-22REPORT.PDF

060-22APP.PDF
CB2023-260MINUTES.PDF
060-22MAP.PDF
CB2023-260.PDF

3. COUNCIL BILL NO. 2023-261
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-3 (Commercial) and including in District M-2 (Heavy Industrial) property as described below and located 6701 E 26th St.

Documents:

CB2023-261SUMMARY.PDF
011-23REPORT.PDF
011-23APP.PDF
CB2023-261MINUTES.PDF
011-23MAP.PDF
CB2023-261.PDF

4. COUNCIL BILL NO. 2023-262
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Residential) and including in District C-3 PD (Commercial Planned District) property as described below and located 2501 E 20th St.

Documents:

CB2023-262SUMMARY.PDF
012-23REPORT.PDF
012-23APP.PDF
CB2023-262MINUTES.PDF
012-23MAP.PDF
CB2023-262.PDF

5. COUNCIL BILL NO. 2023-263
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to R-2 PD (Two-Family Residential Planned District) property as described below and located at the intersection of W 32nd Street and S John Duffy Dr., approx. 3500 feet west of S John Duffy Dr.

Documents:

CB2023-263SUMMARY.PDF
013-23REPORT.PDF
013-23APP.PDF
CB2023-263MINUTES.PDF
013-23MAP.PDF
CB2023-263.PDF

6. COUNCIL BILL NO. 2023-264
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to MUC (Mixed Use Commercial) property as described below and located at the intersection of W 32nd Street and S John Duffy Dr., approx. 3500 feet west of S John Duffy Dr.

Documents:

CB2023-264SUMMARY.PDF
014-23REPORT.PDF
014-23APP.PDF
CB2023-264MINUTES.PDF
014-23MAP.PDF
CB2023-264.PDF

7. COUNCIL BILL NO. 2023-265
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to MUC (Mixed Use Commercial) property as described below and located at the intersection of W 32nd Street and S John Duffy Dr., approx. 3500 feet west of S John Duffy Dr.

Documents:

CB2023-265SUMMARY.PDF
015-23REPORT.PDF
015-23APP.PDF
CB2023-265MINUTES.PDF
015-23MAP.PDF
CB2023-265.PDF

8. COUNCIL BILL NO. 2023-266
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to R-2 (Two-Family Residential) property as described below and located at 507 N Wall Ave.

Documents:

CB2023-266SUMMARY.PDF
016-23REPORT.PDF
016-23APP.PDF
CB2023-266MINUTES.PDF
016-23MAP.PDF
CB2023-266.PDF

8. Consent Agenda

1. Minutes Of The March 20, 2023, City Council Meeting

Documents:

MARCH 20, 2023 MINUTES.PDF

2. COUNCIL BILL NO. 2023-005
   AN ORDINANCE amending Chapter 82 – Offenses and Miscellaneous Provisions, Article V – Offenses Against Health and Safety, by changing offenses related to marijuana as a result of November 8, 2022 general election ballot measure Amendment 3.

   Documents:

   CB2023-005.PDF

3. COUNCIL BILL NO. 2023-103
   AN ORDINANCE approving a construction agreement with McClanahan Construction, Inc. in the amount of Two Million, Two Hundred Fifty-Four Thousand and no/100 Dollars ($2,254,000.00) for the Turkey Creek Wastewater Treatment Facility (WWTF) Equipment Building and miscellaneous projects, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

   Documents:

   CB2023-103.PDF

4. COUNCIL BILL NO. 2023-604
   AN ORDINANCE approving the revised Rules and Regulations (Employee Handbook) as contained to govern employee conduct, workplace protections, job classification, benefits, compensation, discipline, safety, employment practices and to ensure compliance with the Charter of the City of Joplin, State and Federal employment laws.

   Documents:

   CB2023-604.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2023-006
   AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Richard Williams and Tony Williams, for the sale of one parcel located at 115 E. 34th Street, Joplin, Missouri, totaling approximately 30,361 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

   Documents:

CB2023-006 SUMMARY-REAL ESTATE CONTRACT115 E 34TH-03282023052112.PDF

2. COUNCIL BILL NO. 2023-353
   AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of a lot located at 1309 S. Jackson Ave. in the City of Joplin, Missouri, for Four Thousand Two Hundred dollars ($4,200.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

   Documents:

   SUMMARY (GREEN) 1309 S JACKSON.PDF
   PRESENTATION 1309 S JACKSON.PDF
   BIDS.PDF
   CB 2023-353 1309 S JAKSON AVE.PDF

3. COUNCIL BILL NO. 2023-400
   AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Community Clinic of Southwest Missouri that pertains to CDBG-CV public service grant funds; authorizing the City Manager to execute the same by and on behalf of the City of Joplin and containing an emergency clause.

   Documents:

   CB 2023-400 COMMUNITY CLINIC SUMMARY SHEET.PDF
   AGREEMENT_CV_PSG_COMMUNITYCLINIC.PDF
   CV_PUBLIC SERVICE GRANT APPLICATION_MOBILE MEDICAL VAN_COMMUNITY CLINIC.PDF
   CV PUBLIC SERVICE GRANT APPLICATION_COMPUTER EQUIPMENT.PDF
   CB 2023-400 COMMUNITY CLINIC.PDF

11. **Ordinances - First Reading**

12. **Ordinances - Second Reading And Third Reading**

13. **Unfinished Business**

14. **New Business**

    1. Vote To Go Into Closed Session, Which Shall Pertain To Legal Action, Causes Of Action, Or Litigation Including A Public Governmental Body And Any Confidential Or Privileged Communications Between A Governmental Body Or Its Representatives And Its Attorneys Pursuant To State Law, And To Discuss Leasing, Purchase Or Sale Of Real Estate By A Governmental Body Where Public Knowledge Of The Transaction Might Adversely Affect The Legal Consideration Thereof, Pursuant To State Law; As Set Forth In Section 610.021 (1) (2) RSMo, As Amended, 2020. This Meeting, Record, And Vote To Be Closed. Council Shall Adjourn At The End Of The Session.

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

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 12:00 PM on this 30th day of March 2023 (RSMo 610.020)

PUBLIC HEARING PROCEDURES

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

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

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

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

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

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

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

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

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

Thank you for your consideration and understanding.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-260 – Voluntary Annexation

MEETING DATE:
April 3, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
These payments are included in the FY2023 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 060-22: Voluntary Annexation - A Request to Voluntarily Annex into the Corporate Limits of the City of Joplin Property Located at the intersection of W 32nd Street and S John Duffy Dr., approx. 3500 feet west of S John Duffy Dr. to construct a new subdivision – Ashok Patel

BACKGROUND:
As part of the planned subdivision for Wildwood Ranch Subdivision, the applicant is requesting to annex this property into the City of Joplin for a Mixed-Used Commercial subdivision development.

PLANNING & ZONING COMMISSION TESTIMONY:
There was no comment.

PUBLIC COMMENT;
There was no public comment in opposition or in favor.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-260
Planning & Zoning Commission recommends approval of Case 060-22 (7 in Favor, 0 Opposed)

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

Z&P Meeting: March 13, 2023
City Council Meeting: April 3, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Voluntary Annexation

CASE 060-22 A request to voluntarily annex property into the City of Joplin

LOCATION W 32nd St, approximately 3500′ West of S John Duffy Dr

APPLICANT Ashok Patel

EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Jasper/Newton County, MO)	Vacant	Approximately 100 acres

DISCUSSION

As part of the planned subdivision for Wildwood Ranch Subdivision, the applicant is requesting to annex this property into the City of Joplin for a Mixed-Used Commercial subdivision development.

Staff recommends approval of Case 060-22.

ENCLOSURES

- Map of area to be annexed
- Application

Voluntary Annexation Procedures

The voluntary annexation of land into the City of Joplin requires procedures established by the Missouri State Statutes. This section of the law is attached for your use. To further assist in the procedures, the following checklist is provided.

1. The property to be annexed must be compact and contiguous to the existing boundaries of the City of Joplin. This must be determined to ensure that there are no unincorporated areas between the area to be annexed and the City of Joplin.

2. If the requested annexation area consists of single or multiple tracts of land a Petition requesting the annexation must be signed by all the owners of all fee interests of record in all tracts of real property to be annexed. This means that both a husband and wife must sign, however, a mortgage holder such as a bank does not need to sign. Please note that all signatures must be notarized. A form is included in this packet for your use.

3. The petition must be filed with the office of the City Attorney for verification. Attached to the petition must be a legal description describing the boundary of the property requested for annexation.

4. The petition will be referred to the Planning and Zoning Commission and City Council for Public Hearing. This will determine the ability of the City to provide services within a reasonable amount of time and whether the land is reasonable and necessary for the development of the City.

5. If there are no written objections filed within fourteen (14) days by two (2) qualified voters in the area or by at least two percent (2%) of the qualified voters of the City, then, the City may complete the annexation by the adoption of an ordinance.

6. Upon completion of the above process, the City will file notice of the annexation with the County Clerk's Office in the county in which the annexed property lies.

Note: If you have any questions, you may call the Planning Division at 417-624-0820, ext. 1511, or email Zoning-Planning@JoplinMO.org for assistance.

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION PURSUANT TO 71.012, RSMo.

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 71.02, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the voluntary annexation of said land to the City of Joplin, Missouri.

_____

_____

STATE OF Missouri)
) ss:
COUNTY OF Jasper)

On this 2 day of September 2022 before me appeared _____

_____

_____

_____, to me known to be the _____

_____ of _____

_____, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its _____ of the consideration stated therein and no other, and said _____ acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

Notary Public Jinah Rai Lee

My commission expires: Jan. 10th 2026

JINAH RAI LEE
Notary Public - Notary Seal
Jasper County - State of Missouri
Commission Number 22564950
My Commission Expires Jan 10, 2026

Voluntary

Annexation Application

Corporation

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

Office Use Only

Case No.: 000-22
Filing Fee: $0.00
Received: _____
Proj. No.: _____

Please complete the following information as it pertains to the requested voluntary annexation property. If you own more than one parcel in which you are requesting annexation, you will need to complete this form for each parcel of property.

Owner Name: Ashok Patel Phone No. 615-545-6837

Email: ashokpatelabc@gmail.com

Applicant Name: Ashok Patel Phone No. 615-545-6837

Email: ashokpatelabc@gmail.com

Mailing Address: 3017 Abigail St, Joplin, MO

Annexation Property Location: W 32nd St, approx. 3500' west of S John Duffy Dr

Present Use of Property: Vacant

Residential Information (if no present of future residences, you may skip this section.)

Number of presently occupied or occupiable:

Single-family residences: _____

Duplex residences: _____

Triplex residences: _____

Apartment house residences: _____

Apartment complex units: _____

Number of future occupiable:

Single-family residences: _____

Duplex residences: _____

Triplex residences: _____

Apartment house residences: _____

Apartment complex units: _____

Name of water provider, or list 'well': _____

Name of sewer provider, or list 'septic': _____

Commercial Information (if no present commercial use, you may skip this section.)

Business #1
Business Name: _____

Mailing Address: _____

Owner/Manager Name: _____

Phone No. _____ Email: _____

Landlord Name: _____ Phone No. _____

Missouri Sales Tax ID No. _____

Liquor Sales: Yes ◯ No ◯

Business #2
Business Name: _____

Mailing Address: _____

Owner/Manager Name: _____

Phone No. _____ Email: _____

Landlord Name: _____ Phone No. _____

Missouri Sales Tax ID No. _____

Liquor Sales: Yes ◯ No ◯

REQUIRED VOLUNTARY ANNEXATION INFORMATION

JOPLIN

FINANCE DEPARTMENT

*******THIS FORM MUST BE SUBMITTED WITH YOUR VOLUNTARY ANNEXATION PETITION*******

Please complete the following information as it pertains to the requested voluntary annexation property. If you own more than one parcel in which you are requesting annexation you will need to complete this form for each parcel of property.

Property Owner Name: Ashok Patel **Telephone Number:** 615-545-6837

Property Address: W 32nd St, approx. 3500' west of S John Duffy Dr

1. **Is the annexation the result of an out-of-town sewer agreement?** ____ **Yes** X **No**
2. **Is this property residential property?** ____ **Yes** X **No**
3. **Are there any businesses located on this property?** ____ **Yes** X **No**

If yes, how many businesses are located on this property? ____

Please list the following information for each business located on the property:

Business #1:

Business Name: ____

Business Mailing Address: ____

Name of Owner or Manager: ____

Business Contact Phone Number: ____

Is the Property Leased to the Business? ____ **Yes** ____ **No**

Type of Business (example: insurance, repair shop, etc.) ____

Does the business sell retail items? ____ **Yes** ____ **No**

If yes, what is their Missouri Sales Tax ID Number? ____

Does the business sell liquor? ____ **Yes** ____ **No**

Business #2:

Business Name: ____

Business Mailing Address: ____

Name of Owner or Manager: ____

Business Contact Phone Number: ____

Is the Property Leased to the Business? ____ **Yes** ____ **No**

Type of Business (example: insurance, repair shop, etc.) ____

Does the business sell retail items? ____ **Yes** ____ **No**

If yes, what is their Missouri Sales Tax ID Number? _____

Does the business sell liquor? _____ Yes _____ No (Over)

Business #3: Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

Is the Property Leased to the Business? _____ Yes _____ No

Type of Business (example: insurance, repair shop, etc.) _____

Does the business sell retail items? _____ Yes _____ No

If yes, what is their Missouri Sales Tax ID Number? _____

Does the business sell liquor? _____ Yes _____ No

Business #4: Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

Is the Property Leased to the Business? _____ Yes _____ No

Type of Business (example: insurance, repair shop, etc.) _____

Does the business sell retail items? _____ Yes _____ No

If yes, what is their Missouri Sales Tax ID Number? _____

Does the business sell liquor? _____ Yes _____ No

MMENTS

Are there residential living units on the property that are occupied or capable of being occupied? _____Yes ____X____No

If Yes, how many

Single-family house(s)	_____	Amount
Duplex(s)	_____	Amount
Tri-plex(s)	_____	Amount
Apartment House(s)	_____	Amount
Apartment Complex(s)	_____	Amount

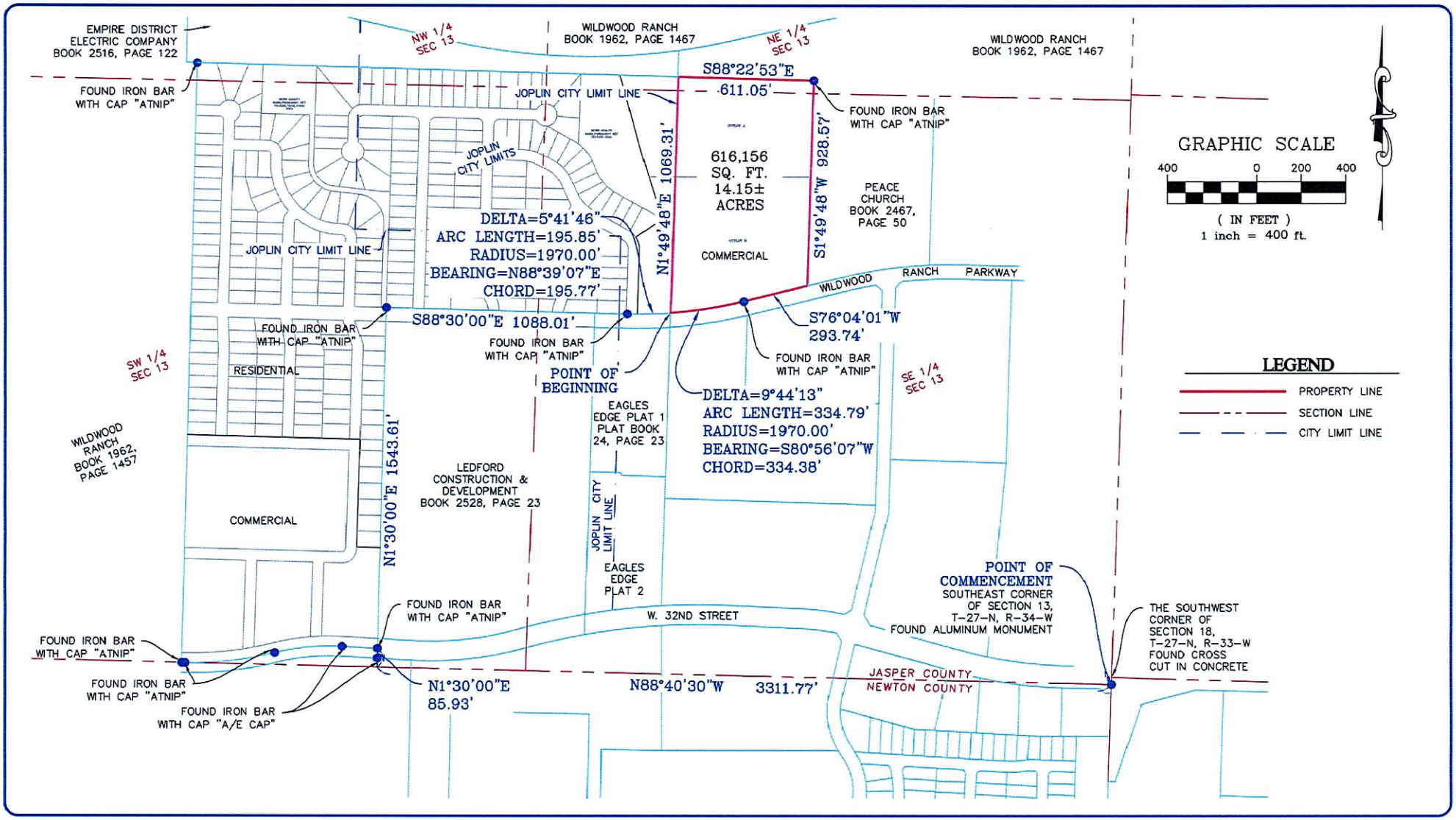
Do you plan to build residential living units on the property ____X____Yes _____No

If Yes, how many

Single-family house(s)	252	Amount
Duplex(s)	23	Amount
Tri-plex(s)	_____	Amount
Apartment House(s)	_____	Amount
Apartment Complex(s)	2	Amount

Are (or Will) the living unit(s) be on a well _____ Yes ____X____No
If NO, please furnish the name of the water company Missouri American Water

Are (or Will) the living unit(s) have a septic system? _____ Yes ____X____ No
If NO, please furnish the name of the municipal sewer system City of Joplin



ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS SURVEYORS LABORATORIES DRILLING GIS

811 E. 3RD STREET
JOPLIN, MISSOURI 64801
PHONE (417) 782-7399

ANNEXATION SKETCH

JOPLIN, JASPER COUNTY, MISSOURI

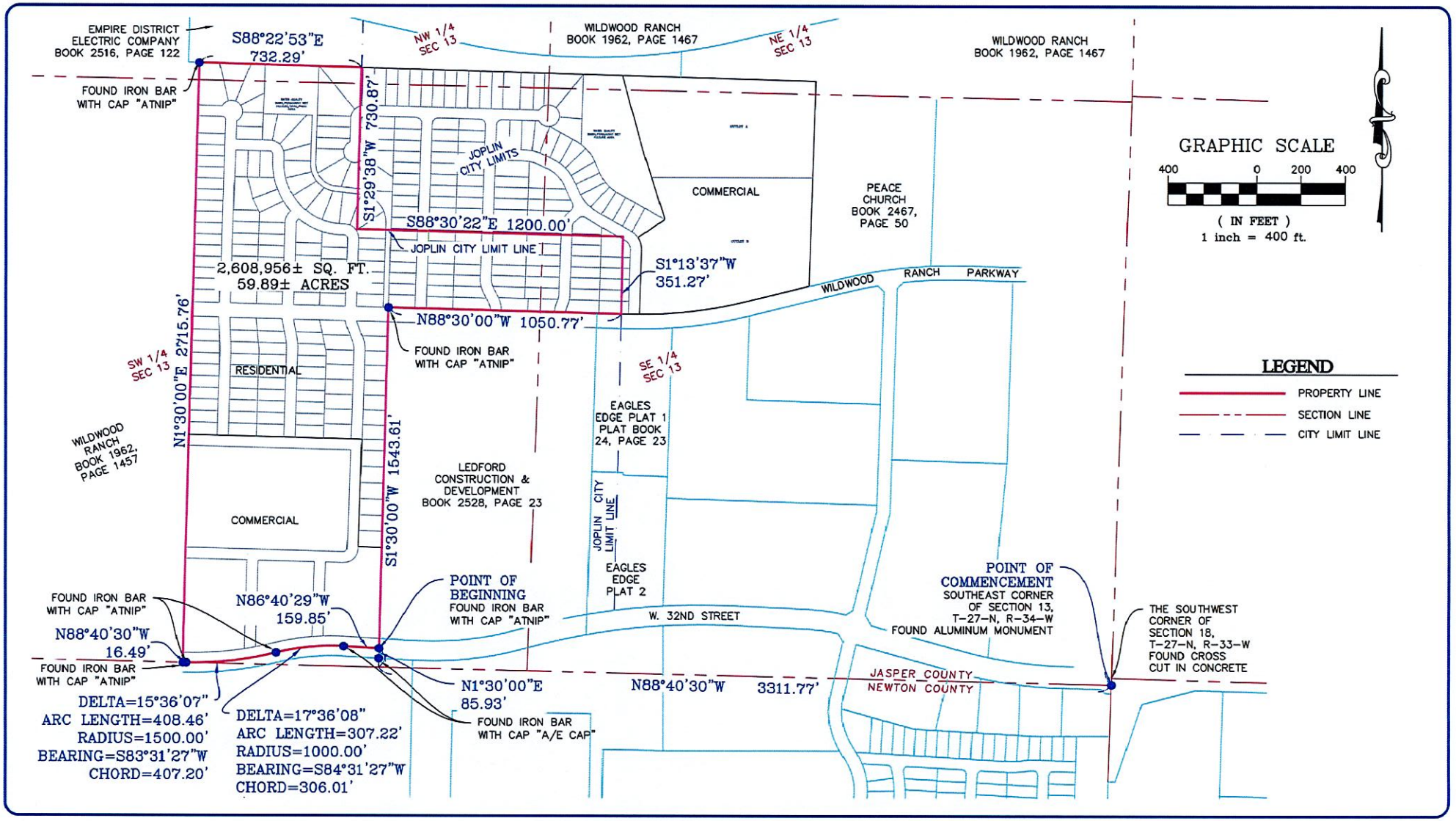
DRAWN BY: SLM	FIELD BY:
DATE: 3-22-23	FIELD BK:
CLIENT NO: 22J010074	DRAWING NUMBER: JOP-100-6974

ANDERSON ENGINEERING
EMPLOYEE OWNED

AndersonEngineeringInc.com
811 E. 3rd Street.
Joplin, MO 64801
417-782-7399

ANNEXATION TRACT
A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. BEING A PART OF A TRACT OF LAND AS DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2641, AT PAGE 30. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. THENCE ALONG THE SOUTH LINE OF SAID SECTION, NORTH 88°40'30" WEST, 3311.77 FEET; THENCE LEAVING THE SOUTH LINE OF SAID SECTION, NORTH 01°30'00" EAST, 85.93 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE NORTH 01°30'00" EAST, 1543.61 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP" SAID POINT ALSO BEING THE NORTH RIGHT-OF-WAY OF WILDWOOD RANCH PARKWAY IF EXTENDED; THENCE ALONG SAID NORTH RIGHT-OF-WAY THE FOLLOWING TWO COURSES, SOUTH 88°30'00" EAST, 1088.01 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE 195.85 FEET ALONG A 1970.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING NORTH 88°39'07" EAST, A DISTANCE OF 195.77 FEET TO A POINT LYING ON THE JOPLIN CITY LIMITS LINE; THENCE ALONG SAID JOPLIN CITY LIMITS LINE, NORTH 01°49'48" EAST, 1069.31 FEET; THENCE SOUTH 88°22'53" EAST, 611.05 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE SOUTH 01°49'48" WEST, 928.57 FEET TO THE AFOREMENTIONED NORTH RIGHT-OF-WAY OF WILDWOOD RANCH PARKWAY IF EXTENDED; THENCE ALONG SAID NORTH RIGHT-OF-WAY THE FOLLOWING TWO COURSES, SOUTH 76°04'01" WEST, 293.74 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE 334.79 FEET ALONG A 1970.00 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING SOUTH 80°56'07" WEST, WITH A DISTANCE OF 334.38 FEET TO A POINT LYING ON THE JOPLIN CITY LIMITS LINE SAID POINT ALSO BEING THE POINT OF BEGINNING. ALL LYING IN THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. CONTAINING 14.15 ACRES, MORE OR LESS. BEARING BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.



ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS SURVEYORS LABORATORIES DRILLING GIS

811 E. 3RD STREET
JOPLIN, MISSOURI 64801
PHONE (417) 782-7399

ANNEXATION SKETCH

JOPLIN, JASPER COUNTY, MISSOURI

DRAWN BY: SLM	FIELD BY:
DATE: 3-20-23	FIELD BK:
CLIENT NO: 22J010074	DRAWING NUMBER: JOP-100-6970

ANDERSON ENGINEERING
EMPLOYEE OWNED

AndersonEngineeringInc.com
811 E. 3rd Street.
Joplin, MO 64801
417-782-7399

ANNEXATION TRACT
A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. BEING A PART OF A TRACT OF LAND AS DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2641, AT PAGE 30. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. THENCE ALONG THE SOUTH LINE OF SAID SECTION, NORTH 88°40'30" WEST, 3311.77 FEET; THENCE LEAVING THE SOUTH LINE OF SAID SECTION, NORTH 01°30'00" EAST, 85.93 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP" SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE NORTH 86°40'29" WEST, 159.85 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE 307.22 FEET ALONG A 1000.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING SOUTH 84°31'27" WEST, A DISTANCE OF 306.01 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE 408.46 FEET ALONG A 1500.00 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING SOUTH 83°31'27" WEST, WITH A DISTANCE OF 407.20 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE NORTH 88°40'30" WEST, 16.49 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE NORTH 01°30'00" EAST, 2715.76 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE SOUTH 88°22' 53" EAST, 732.29 FEET TO THE EAST LINE OF THE JOPLIN CITY LIMIT LINE; THENCE ALONG SAID CITY LIMIT LINE THE FOLLOWING THREE COURSES, SOUTH 01°29'38" WEST, 730.87 FEET; THENCE SOUTH 88°30'22" EAST, 1200.00 FEET; THENCE SOUTH 01°13'37" WEST, 351.27 FEET TO THE NORTH LINE OF WILDWOOD RANCH PARKWAY IF EXTENDED; THENCE ALONG SAID NORTH RIGHT-OF-WAY, NORTH 88°30'00" WEST, 1050.77 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE LEAVING SAID NORTH RIGHT-OF-WAY, SOUTH 01°30'00" WEST, 1543.61 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. CONTAINING 59.89 ACRES, MORE OR LESS. BEARING BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

Case 060-22: Voluntary Annexation

A Request to Voluntarily Annex into the Corporate Limits of the City of Joplin Property Located at the intersection of W. 32nd Street and S John Duffy Dr., approx. 3500 feet west of S John Duffy Dr. to construct a new subdivision-Ashok Patel

Logan Ellis, 811 E. 3rd St. Joplin, Missouri 64801. He stated he represented Anderson Engineering, and they were asking for a voluntary annexation.

Mr. Kimble asked if there were any questions from the Commission on Case 060-22.

There were none.

Mr. Kimble asked if anyone wished to speak in favor of Case 060-22.

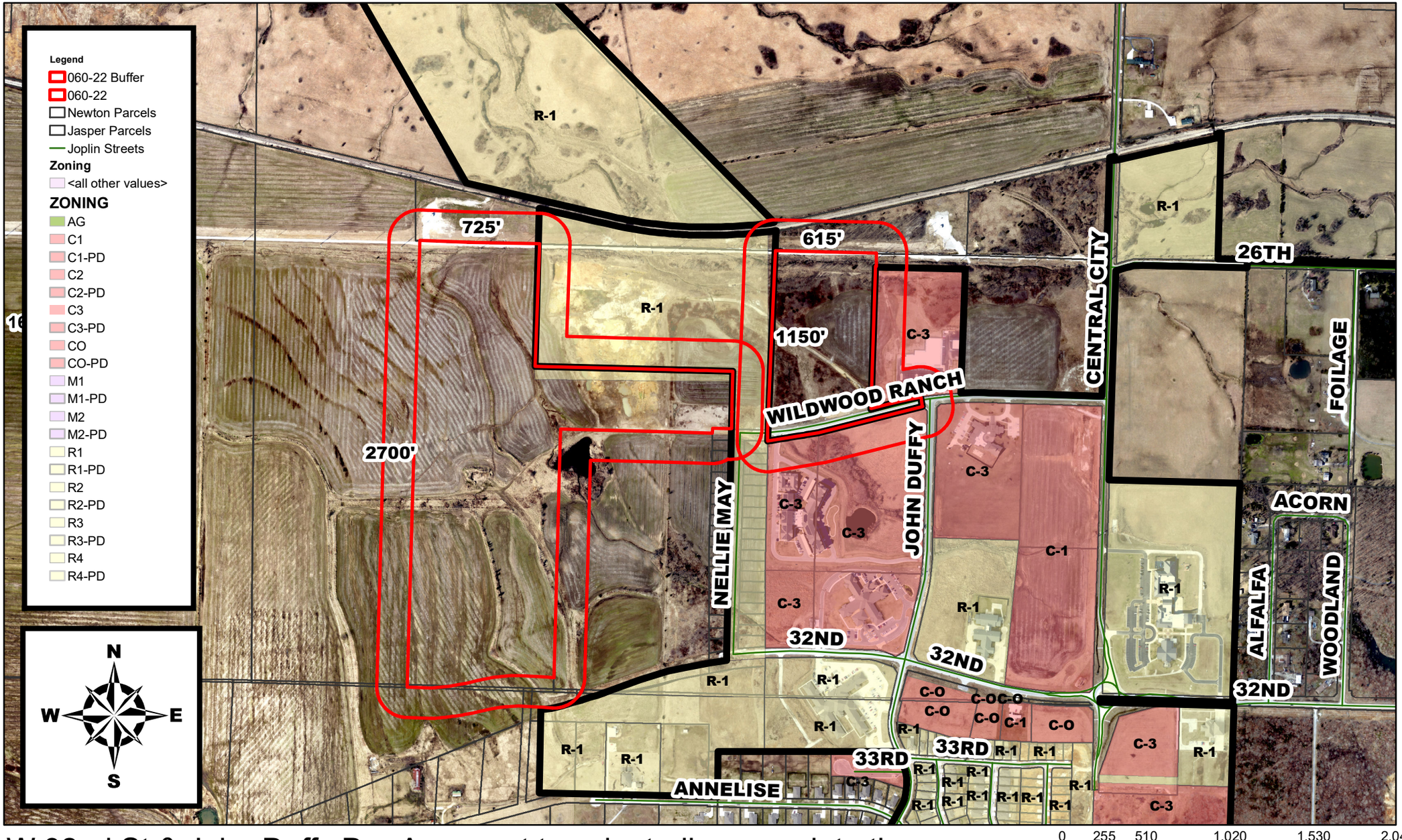
There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 060-22.

There were none.

MR. JACKSON MOVED THAT CASE 060-22 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MR. ROSENBERG SECONDED THE MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAY)

Case 060-22 - Voluntary Annexation



W 32nd St & John Duffy Dr - A request to voluntarily annex into the City of Joplin - Ashok Patel

P & Z Case 060-22
Ashok Patel
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-260 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located at the intersection of W 32nd Street and S John Duffy Dr., approx. 3500 feet west of S John Duffy Dr.

WHEREAS, pursuant to Section 71.012, RSMo, 2001, as amended, a Petition requesting annexation and signed by the owners of all fee interests in record in the tract of real property described herein, was presented to the governing body of the City of Joplin, Missouri; and,

WHEREAS, pursuant to Section having referred this matter to the Planning and Zoning Commission for Public Hearing thereon and having obtained the favorable recommendation and support of said annexation; and,

WHEREAS, having held a Public Hearing concerning the proposed annexation not less than fourteen (14) nor more than sixty (60) days after the Petition is received after first having given fifteen (15) days' notice of the Hearing in the Joplin Globe; and,

WHEREAS, after said Public Hearing, the City of Joplin determines that the annexation is reasonable and necessary to the proper development of the City of Joplin, and that the City of Joplin has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; and,

WHEREAS, having received no written objections to the proposed annexation within fourteen (14) days after the Public Hearing.

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

Section 1. That the following described tract of land be and the same is hereby annexed into the City of Joplin, Missouri, said tract of land be described as follows, to-wit:

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. BEING A PART OF A TRACT OF LAND AS DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2641, AT PAGE 30. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. THENCE ALONG THE SOUTH LINE OF SAID SECTION, NORTH 88°40'30" WEST, 3311.77 FEET; THENCE LEAVING THE SOUTH LINE OF SAID SECTION, NORTH 01°30'00" EAST, 85.93 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE NORTH 01°30'00"

EAST, 1543.61 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP" SAID POINT ALSO BEING THE NORTH RIGHT-OF-WAY OF WILDWOOD RANCH PARKWAY IF EXTENDED; THENCE ALONG SAID NORTH RIGHT-OF-WAY THE FOLLOWING TWO COURSES, SOUTH 88°30'00" EAST, 1088.01 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE 195.85 FEET ALONG A 1970.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING NORTH 88°39'07" EAST, A DISTANCE OF 195.77 FEET TO A POINT LYING ON THE JOPLIN CITY LIMITS LINE; THENCE ALONG SAID JOPLIN CITY LIMITS LINE, NORTH 01°49'48" EAST, 1069.31 FEET; THENCE SOUTH 88°22'53" EAST, 611.05 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE SOUTH 01°49'48" WEST, 928.57 FEET TO THE AFOREMENTIONED NORTH RIGHT-OF-WAY OF WILDWOOD RANCH PARKWAY IF EXTENDED; THENCE ALONG SAID NORTH RIGHT-OF-WAY THE FOLLOWING TWO COURSES, SOUTH 76°04'01" WEST, 293.74 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE 334.79 FEET ALONG A 1970.00 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING SOUTH 80°56'07" WEST, WITH A DISTANCE OF 334.38 FEET TO A POINT LYING ON THE JOPLIN CITY LIMITS LINE SAID POINT ALSO BEING THE POINT OF BEGINNING. ALL LYING IN THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. CONTAINING 14.15 ACRES, MORE OR LESS. BEARING BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. BEING A PART OF A TRACT OF LAND AS DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2641, AT PAGE 30. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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88°30'00" WEST, 1050.77 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE LEAVING SAID NORTH RIGHT-OF-WAY, SOUTH 01°30'00" WEST, 1543.61 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. CONTAINING 59.89 ACRES, MORE OR LESS. BEARING BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

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

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

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-261 – Zoning District Change

MEETING DATE:
April 3, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
These payments are included in the FY2023 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 011-23: Rezoning - A Request to Rezone from District C-3 (Commercial) to M-2 (Industrial) for Property located at 6701 E 26th St to develop a truck and trailer storage facility – Luke Gibson (representative of the owner)

BACKGROUND:
The existing building on the property is a single-family home, which tenants are currently renting. The owner plans to demo the house and develop a truck and trailer storage site on the property. While C-3 is permissive of storage/warehousing for the proposed development, M-2 is more appropriate for the intensity.

PLANNING & ZONING COMMISSION TESTIMONY:
The applicant spoke to represent the case. There was no comment from the commissioners.

PUBLIC COMMENT;
There was no public comment in opposition or in favor.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-261
Planning & Zoning Commission recommends approval of Case 011-23 (7 in Favor, 0 Opposed)

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

Z&P Meeting: March 13, 2023
City Council Meeting: April 3, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 011-23 A request to rezone from C-3 (Commercial) to M-2 (Heavy Industrial).

LOCATION 6701 E 26th St, Joplin, MO 64804

APPLICANT Luke Gibson

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-3	Single-Family Residential	Approximately 12 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	MODOT ROW	M-2	C-3	MODOT ROW
Land Use	I-44	Vacant	Storage/Warehousing	I-44

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future Retail Commercial.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
26th St	Local	20′

UTILITIES

The site is accessible to utilities.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. There is existing property to the South with the same use as proposed for this property (truck and trailer storage). There is M-2 zoning present adjacent to the East.

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

The proposed use is already permitted under C-3, however, the request for M-2 zoning is the most appropriate zoning for storage/warehousing.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. The proposed use matches the existing uses in the area.

DISCUSSION

The existing building on the property is a single-family home, which tenants are currently renting. The owner plans to demo the house and develop a truck and trailer storage site on the property. While C-3 is permissive of storage/warehousing for the proposed development, M-2 is more appropriate for the intensity.

Staff recommends approval of Case 011-23.

ENCLOSURES

- Map of property
- Application

DocuSign Envelope ID: 3B16BA43-60A1-4212-A0A2-0C7F30DA9ED6

Rezoning Application

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

Office Use Only
Case No.: 011-23
Filing Fee: $550.00
Received: 2-1-23
Date Advertised:
Proj. No.: 23-076
Public Hearing Date:

Applicant: Luke Gibson (Glenn Group LLC) Phone No.: (417) 359-6868
Address: 2650 E 32nd St. Ste 221 Joplin MO 64804 Email: LUKE@GLENNGROUPLLC.COM
Owner: Gurnam Singh (Boparai Transport) Phone No.: (559) 274-8251
Address: PO Box 9367 Fresno CA 93792 Email: SUNNY@BOPARAIFRESNO.COM
Location of Property: 6701 E 26th St. Joplin MO 64804
Present Use of Property: Vacant Single Family Residence
Proposed Use of Property: Truck + Trailer Storage
Current Zoning: C-3 Requested Zoning: M-2

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Easement (MoDot)	N/A
South	Private Road (JIDA)	M-2
East	Vacant Land (JIDA)	M-2
West	Easement (MoDot)	N/A

Character of the Neighborhood: Industrial Property borders Crossroads Business Park and is across road from Caseys Dist. Center.

DocuSign Envelope ID: 38168A43-60A1-4212-A6A2-0C7F30DA9ED6

Relationship to Existing Zoning Pattern:

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

If yes, explain: OUTDOOR STORAGE AS WELL AS VEHICLE SERVICE AND REPAIR ARE M-2 REQUIREMENTS.

Conformance with Comprehensive Plan:

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

Traffic Conditions:

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

Street(s) with Access to Property: PROSPERITY

Classification of Street(s):

Arterial ☒ Collector ☐ Local ☐

Right-of-Way Width: _____

Subdivision Platting:

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

DocuSign Envelope ID: 3B1B8A43-80A1-4212-A8A2-8C7F30DA9ED8

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

Additional Platting Comments: WATER RETENTION/DETENTION WILL BE ADEQUATELY ENGINEERED AND INSTALLED PER CITY REQUIREMENTS.

Unique Characteristic of Property and/or Additional Comment:

WHILE CURRENTLY ZONED C-3, THIS PROPERTY IS SITUATED IN CROSSROADS BUSINESS PARK & HAS AN EXCELLENT OPPORTUNITY TO SERVE THE PARK & ITS BUSINESSES.

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

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

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

Signature: DocuSigned by: Gurnam Singh 0517B8851444A0... **Date:** 2-1-23

Recorded in Jasper County, Missouri
Recording Date/Time: 12/30/2022 at 08:48:36 AM
Book: 2668 Page: 165
Instr #: 2022021575
Type: TD
Pages: 2
Fee: $27.00 S

Electronically Recorded

RECORDER OF DEEDS SEAL JASPER COUNTY, MO

Charlotte Pickering
Recorder of Deeds

Trustee's Deed
(Out of Trust)

This Deed, made and entered into on December 27, 2022, by and Fuller, Trustee of the Frank and Janice Fuller Living Trust dated Se December 3, 1993, as Amended and **Grantee(s):** Boparai Transport **Mailing Address of the Grantee(s):** 5839 N. Sycamore Ave, Fresno, CA

Witnesseth, that the trust is in full force and effect and has not ter Grantor(s) is/are the duly appointed qualified and currently acting trustee trust. The Grantor(s), for and in consideration of the sum of One Dol consideration paid by the Grantee(s), the receipt of which is hereby ac presents ***Grant, Bargain and Sell, Convey and Confirm*** unto the Gra Real Estate, situated in the County of Jasper and State of Missouri, to-wit:

ALL OF THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF THE N SECTION 15, TOWNSHIP 27, RANGE 32, NOW IN THE CITY OF JOPLIN, J EXCEPT ALL OF THE SOUTH 10 FEET THEREOF, AND EXCEPT BEGINNING SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWE 25 FEET, THENCE NORTHEASTERLY TO A POINT 15 FEET NORTH OF THE THENCE SOUTH 15 FEET TO THE POINT OF BEGINNING, AND EXCEPT A FOR HIGHWAY RIGHT OF WAY AND EAST 26TH STREET.

In Witness Whereof, the Grantor(s) has/have executed these presents t written.

Frank B Fuller, Trustee of the Frank and Janice Fuller Living Trust dated September 1, 1990, as restated December 3, 1993, as Amended

Frank Budd Fuller

Frank B Fuller, Trustee

Trustee

State of Kansas }
} ss.
County of Allen }

On December 27, 2022, before me, personally appeared Frank B Fu person(s) who executed the foregoing instrument in behalf of The Fran dated September 1, 1990, as restated December 3, 1993, as Amended he executed the same for the purposes therein stated.

In Testimony Whereof, I have hereunto set my hand and affixed my State aforesaid, the day and year first above written.

Patsy

My Term Expires: 1-17-2025

NOTAR

GLENN GROUP COMMERCIAL

Luke Gibson
(417) 359-6868
luke@glenngroupllc.com

David Glenn
(417) 434-4845
theglenngroup@yahoo.com

Rezoning Statement
6701 E 26th
Joplin, MO 64804

We are requesting the City of Joplin to approve the necessary measures in order for this property to be rezoned from C-3 to M-2. The reasoning for this zoning change is so Boparai Transport can establish a truck and trailer storage lot. This lot would not only serve Boparai Transport and bring their business to Joplin, MO, but can also fulfill the needs of distributors in the area needing a place to park a truck or trailer for a period of time, something we are currently lacking in the Business Park. Traffic conditions that would change would be a slight increase in traffic along Prosperity going north from 32nd to the Property. The traffic would enter the lot at the southwest corner of the parcel, so traffic increases would not occur on the private road which runs east and west along the south border of the parcel. The proposed use of this parcel would be exterior truck and trailer storage, thus resulting in a minimal increase in fire hazard, if any. We do not feel this change will affect the character of the surrounding properties, as it is bordered on the east and south by an M-2 zoning, and the properties beyond those districts are also currently being used as industrial or distribution type uses. We feel this change will benefit the City of Joplin as it will bring a trucking/distribution company to Joplin that can serve its area manufacturers and distributors.

Thank you for your consideration

Luke Gibson
Agent for Gurnam Singh/Boparai Transport
Glenn Group Commercial Real Estate

Recorded in Jasper County, Missouri
Recording Date/Time: 12/30/2022 at 08:48:36 AM
Book: 2668 Page: 165
Instr #: **2022021575**
Type: **TD**
Pages: **2**
Fee: **$27.00 S**

Electronically Recorded

RECORDER OF DEEDS SEAL JASPER COUNTY, MO

Charlotte Pickering
Recorder of Deeds

Trustee's Deed
(Out of Trust)

This Deed, made and entered into on December 27, 2022, by and between **Grantor(s):** Frank B Fuller, Trustee of the Frank and Janice Fuller Living Trust dated September 1, 1990, as restated December 3, 1993, as Amended and **Grantee(s):** Boparai Transport Inc., a California corporation **Mailing Address of the Grantee(s):** 5839 N. Sycamore Ave, Fresno, CA 93723

Witnesseth, that the trust is in full force and effect and has not terminated or been revoked, and Grantor(s) is/are the duly appointed qualified and currently acting trustee(s) under the above referenced trust. The Grantor(s), for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration paid by the Grantee(s), the receipt of which is hereby acknowledged, does/do by these presents ***Grant, Bargain and Sell, Convey and Confirm*** unto the Grantee(s), the following described Real Estate, situated in the County of Jasper and State of Missouri, to-wit:

ALL OF THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 27, RANGE 32, NOW IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT ALL OF THE SOUTH 10 FEET THEREOF, AND EXCEPT BEGINNING 10 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, THENCE WEST 25 FEET, THENCE NORTHEASTERLY TO A POINT 15 FEET NORTH OF THE POINT OF BEGINNING, THENCE SOUTH 15 FEET TO THE POINT OF BEGINNING, AND EXCEPT ANY PART TAKEN OR DEEDED FOR HIGHWAY RIGHT OF WAY AND EAST 26TH STREET.

**Grantor/Trustee herein states the date of death for Janice I Fuller was July 27, 2016, and that their marriage was subsisting and undissolved at the time of her death.

Subject to Building lines, easements, restrictions and conditions of record, if any, and to any zoning laws or ordinances affecting the herein described property.

To Have and To Hold the same, together with all rights and appurtenances to the same belonging, unto the Grantee(s) and to the heirs and assigns of such Grantee(s) forever.

The Grantor(s) hereby covenanting that Grantor(s) and the heirs, executors, administrators, and assigns of such Grantor(s), shall and will **Warrant and Defend** the title to the premises unto the Grantee(s), and to the successors and assigns of such Grantee(s) forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2022 and thereafter, and special taxes becoming a lien after the date of this deed.

FATCO

In Witness Whereof, the Grantor(s) has/have executed these presents the day and year first above written.

Frank B Fuller, Trustee of the Frank and Janice Fuller Living Trust dated September 1, 1990, as restated December 3, 1993, as Amended

Frank Budd Fuller

Frank B Fuller, Trustee

Trustee

State of Kansas }
} ss.
County of Ellen }

On December 27, 2022, before me, personally appeared Frank B Fuller, Trustee, known to be the person(s) who executed the foregoing instrument in behalf of The Frank and Janice Fuller Living Trust dated September 1, 1990, as restated December 3, 1993, as Amended and acknowledged to me that he executed the same for the purposes therein stated.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Patsy L Lasley

Notary Public

My Term Expires: 1-17-2025

NOTARY PUBLIC - State of Kansas
PATSY L. LASLEY
My Appt. Exp. 1-17-25

File No.: 1625992

STATE OF CA)
) ss.
COUNTY OF Fresno)

OWNERSHIP AFFIDAVIT AND CONSENT

Comes now Gurnam Singh (Property Owner) who, being duly sworn upon his/her oath, does state that he/she is the owner of the property described as _____

_____

(legal description) more commonly known as 6701 E 26th, Joplin, MO 64804. I am unable to attend the Joplin Planning and Zoning meeting but would like my comments to be heard by the Commission. I hereby nominate and give consent for Green Group LLC (Luke Green) to speak on my behalf and act as my Agent at the meeting in Case Number _____.

Date: 03/01/2023

_____
Signature of Owner

Gurnam Singh
Printed Name

_____
Signature of Owner

_____
Printed Name

In witness whereof I have hereunto subscribed my name and affixed my official seal this 1st day of March, 2023

XOCHITL K. PEREZ
Notary Public - California
Fresno County
Commission # 2388118
My Comm. Expires Dec 24, 2025

_____
Notary

My commission expires: 12/24/2025

Note: The local legislative body reserves the right to rezone property without the owner's consent for the purpose of promoting health, safety, morals, or the general welfare of the community. The Missouri Revised Statutes Chapter 89 (Zoning and Planning) authorizes this power to the legislative body.)

Case 011-23: Rezoning

Rezoning-A Request to Rezone from District C-3 (Commercial) to M-2 (Industrial) for Property located at 6701 E. 26th St. to develop a truck and trailer storage facility-Luke Gibson (representative of the owner)

Luke Gibson, 2650 E. 32nd St. Suite 221, Joplin, Mo. He stated he was asking to rezone the property to accommodate a distribution and trucking business from California. This would serve his business as well as other businesses who wish to store trucks and trailers in the area.

Mr. Kimble asked if there were any questions from the Commission on Case 011-23.

There were none.

Mr. Kimble asked if anyone wished to speak in favor of Case 011-23.

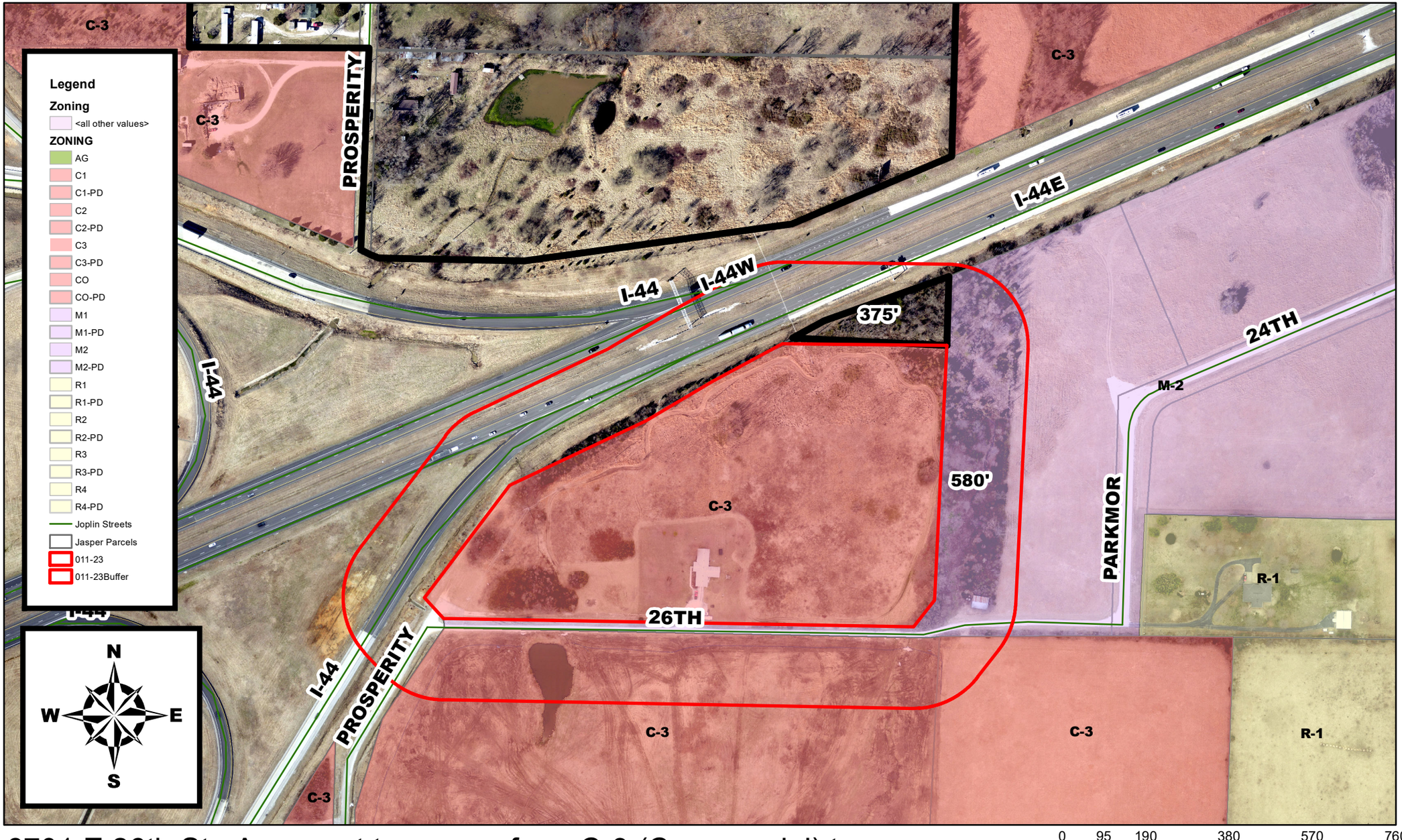
There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 011-23.

There were none.

MR. ROSENBERG MOVED THAT CASE 011-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MS. PHILLIPS SECONDED THE MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAY)

Case 011-23 - Rezoning



6701 E 26th St - A request to rezone from C-3 (Commercial) to M-2 (Heavy Industrial) - Luke Gibson

P & Z Case 011-23
Luke Gibson
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-261 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-3 (Commercial) and including in District M-2 (Heavy Industrial) property as described below and located 6701 E 26th St.

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

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

ALL OF THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 27, RANGE 32, NOWIN THE CTIY OF JOPLIN, JASPER COUN1Y, MISSOURI, EXCEPT ALL OF THE SOUTH 10 FEET THEREOF, AND EXCEPT BEGINNING 10 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, THENCE WEST 25 FEET, THENCE NORTHEASTERLY TO A POINT 15 FEET NORTH OF THE POINT OF BEGINNING, THENCE SOUTH 15 FEET TO THE POINT OF BEG NNING, AND EXCEPT ANY PART TAKEN OR DEEDED FOR HIGHWAY RIGHT OF WAY AND EAST 26TH STREET.

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

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

_____
Douglas W. Lawson, Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-262 – Zoning District Change

MEETING DATE:
April 3, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
These payments are included in the FY2023 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 012-23: Rezoning - A Request to Rezone from District R-1 (Single-Family Residential) to C-3 PD (Commercial – Planned District) for Property located at 2501 East 20th St to operate administrative and counseling offices – Rapha House International

BACKGROUND:
The rezoning is necessary for Rapha House International to operate under their proposed use. It is consistent with the existing neighborhood and there will be minimal work to the site. The change in zoning will not be detrimental to nearby property. The C-3 PD continues to the West of this property along E 20th St. These properties are vacant and commercial. This request is consistent with the Comprehensive Plan. With existing commercial properties along E 20th St, this request is suitable for the existing neighborhood. Staff recommended rezoning to C-3 PD to maintain consistency along E 20th St.

PLANNING & ZONING COMMISSION TESTIMONY:
The applicant spoke to represent the case. Mr. Rosenberg expressed concern because of the R-1 single family houses North of 20th St. Commissioners inquired about rezoning to C-1 PD instead of C-3 PD. Staff explained that it made sense to continue the adjacent zoning districts, as there is C-3 PD adjacent, but that there is also C-1 PD in the area as well, so Commissioners had the option to amend the rezoning. Rapha House would still be able to operate their proposed use under C-1 PD.

PUBLIC COMMENT;
Dana Parker, a resident North of Rapha House's proposed new building, stated that the City needed to put in detention if the property was rezoned. She stated her property has problems with flooding. Mr. Bolander stated that he had been at the site. He stated that he did not have enough information concerning storm water to give at this time, and that he would have to follow up with engineering to

report back to the commission. The commissioners inquired about installing any detention and Mr. Bolander stated that unless they are doing an addition the City cannot require them to.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-262
Planning & Zoning Commission recommends amending Case 012-23 that Case 012-23 be rezoned to C-1 PD (6 in Favor, 1 Opposed)

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

Z&P Meeting: March 13, 2023
City Council Meeting: April 3, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 012-23 A request to rezone from R-1 (Single Family Residential) to C-3 PD (Commercial Planned District).

LOCATION 2501 E 20th St, Joplin, MO 64804

APPLICANT Rapha House International

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Church	Approximately 120 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	R-1	C-3 PD
Land Use	Single-Family Residential	Single-Family Residential	Single-Family Residential/Church	Vacant

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future Low-Density Residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
20th St	Arterial	80′

UTILITIES

The site is accessible to utilities.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. With existing commercial properties along E 20th St, this request is suitable for the existing neighborhood. Staff recommended rezoning to C-3 PD to maintain consistency along E 20th St.

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

Rapha House International plans to use this property as a commercial office. They plan on minimal exterior modifications (extending the sidewalk and eliminating the steeple on the existing building), and an interior remodel to suit their needs.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. The C-3 PD continues to the West of this property along E 20th St. These properties are vacant and commercial.

DISCUSSION

The rezoning is necessary for Rapha House International to operate under their proposed use. It is consistent with the existing neighborhood and there will be minimal work to the site.

Staff recommends approval of Case 012-23.

ENCLOSURES

- Map of property
- Application

Rezoning Application

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

Office Use Only
Case No.: 02-23
Filing Fee: $550.00
Received: 2-1-23
Date Advertised:
Proj. No.: 23-025
Public Hearing Date: 3-13-23

Applicant: Rapha House International Phone No.: 417-621-0373

Address: PO BOX 1569 Joplin, MO 64802 Email: bfreed@rapha.org

Owner: Rapha House International Phone No.: 417-621-0373

Address: 2501 East 20th Street Joplin, MO 64804 Email: bfreed@rapha.org

Location of Property: 2501 East 20th Street Joplin, MO 64804

Present Use of Property: Unoccupied former church building

Proposed Use of Property: Administrative and Counseling Offices

Current Zoning: R1 Requested Zoning: C3PD

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Residential	R1
South	Residential	R1
East	Commercial	C1PD
West	Commercial	C3PD

Character of the Neighborhood: 20th street corridor has been improved folowing the tornado the majority of the lots on the North side of 20th have already been rezoned for commercial use

Relationship to Existing Zoning Pattern:

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

If yes, explain: Although we are a registered 501c3 nonprofit entity Rapha International will be providing counseling services at this address and in some cases charging for these services

Rapha belives that the existing property will be used more in a commercial use than it previously was as residential

Conformance with Comprehensive Plan:

Yes	No	
◉	○	Consistent with Development Policies?
◉	○	Consistent with Future Land Use Map?

Traffic Conditions:

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

Street(s) with Access to Property: 20th Street

Classification of Street(s):

Arterial ☑ Collector ☐ Local ☐

Right-of-Way Width: _____

Subdivision Platting:

Yes	No	
○	◉	Is platting required?
○	○	Are lots appropriately sized?
○	○	Is street right-of-way appropriately sized?

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

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

_____

_____

_____

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

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

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

Signature: _____ **Date:** 2-1-23

RAPHA
INTERNATIONAL

RAPHA.ORG
417.621.0373
PO BOX 1569 JOPLIN, MO 64802

Rapha International requests that the property located at 2501 E 20th Street Joplin, MO 64804 be rezoned from Residential (R1) to Commercial (C3PD).

The rezoning will allow Rapha International to move its International administrative headquarters as well as its outpatient counseling services from our current location on 712 S Main street. Although, we love our downtown location, the need for our counseling services has outgrown our ability to serve the public in our current facility. Rapha International purchased the existing building on October 20th, 2022 with the intention of raising funding to remodel the former church building for use as our administrative headquarters, an outpatient counseling program and a training auditorium for bringing in both public and governmental groups for education and training in human trafficking, sexual exploitation and child abuse and treatment.

Rapha has raised approximately 70% of our funding goal and we are ready to proceed with the remodel process as we continue to raise the additional funding needed. As 20th street is a major east-west arterial road and is already a four-lane roadway, we do not see any problems with additional traffic at this location. The properties along this corridor are mostly already rezoned for commercial use, so this rezoning will align with the current use of the surrounding properties.

Rapha believes that this rezoning will be a benefit to the citizens of the Joplin community, by allowing easier access to our counseling services with adequate parking and a separate entrance for privacy. This property will also benefit the community by being able to use the former church auditorium as a meeting and training room for law enforcement, schoolteachers and other social workers to learn about the signs and symptoms of child abuse and sexual exploitation.

Warranty Deed by Corporation

KNOW ALL MEN BY THESE PRESENTS:

On the 20th day of October 2022, That, **St. James United Methodist Church of Joplin, Missouri,** as **Grantor**, in consideration of TEN & 00/100 DOLLARS, to it paid by **Rapha House International, Inc.,** as **Grantee(s)**, mailing address of said first named grantee is

PO Box 1569, Joplin, MO 64802

the receipt whereof is hereby acknowledged, and by virtue and pursuance of a resolution of the Board of Directors of said Grantor, does by these presents, GRANT, BARGAIN, SELL, CONVEY AND CONFIRM unto the said Grantee(s), their heirs and assigns, the following described lots, tracts, or parcels of land, lying, being and situate in the County of Jasper and State of Missouri to wit:

All of Lots Numbered One Hundred Eight (108), One Hundred Nine (109) and One Hundred Ten (110) in BANKERS THIRD ADDITION to City of Joplin, Jasper County, Missouri, EXCEPT the East 101.50 feet of Lot Numbered One Hundred Ten (110) and also except any part taken or deeded for 20th street.

This Deed is being executed pursuant to the winding up of St. James United Methodist Church of Joplin, Missouri a Missouri Non-Profit Corporation under Missouri Statute 351.476.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining unto the said Grantee(s), and unto their heirs and assigns forever. The said Grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear of encumbrance done or suffered by it or those under whom it claims; and that it will Warrant and Defend the title to the said premises unto the said Grantee(s) and unto their heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, St. James United Methodist Church of Joplin, Missouri the said party of the first part, has caused these presents to be signed by its representatives, this the 20th day of October 2022.

Nathanael Berneking, Treasurer
St. James United Methodist Church of Joplin, Missouri

STATE OF MISSOURI }
} ss.
COUNTY OF ~~JASPER~~ Montgomery }

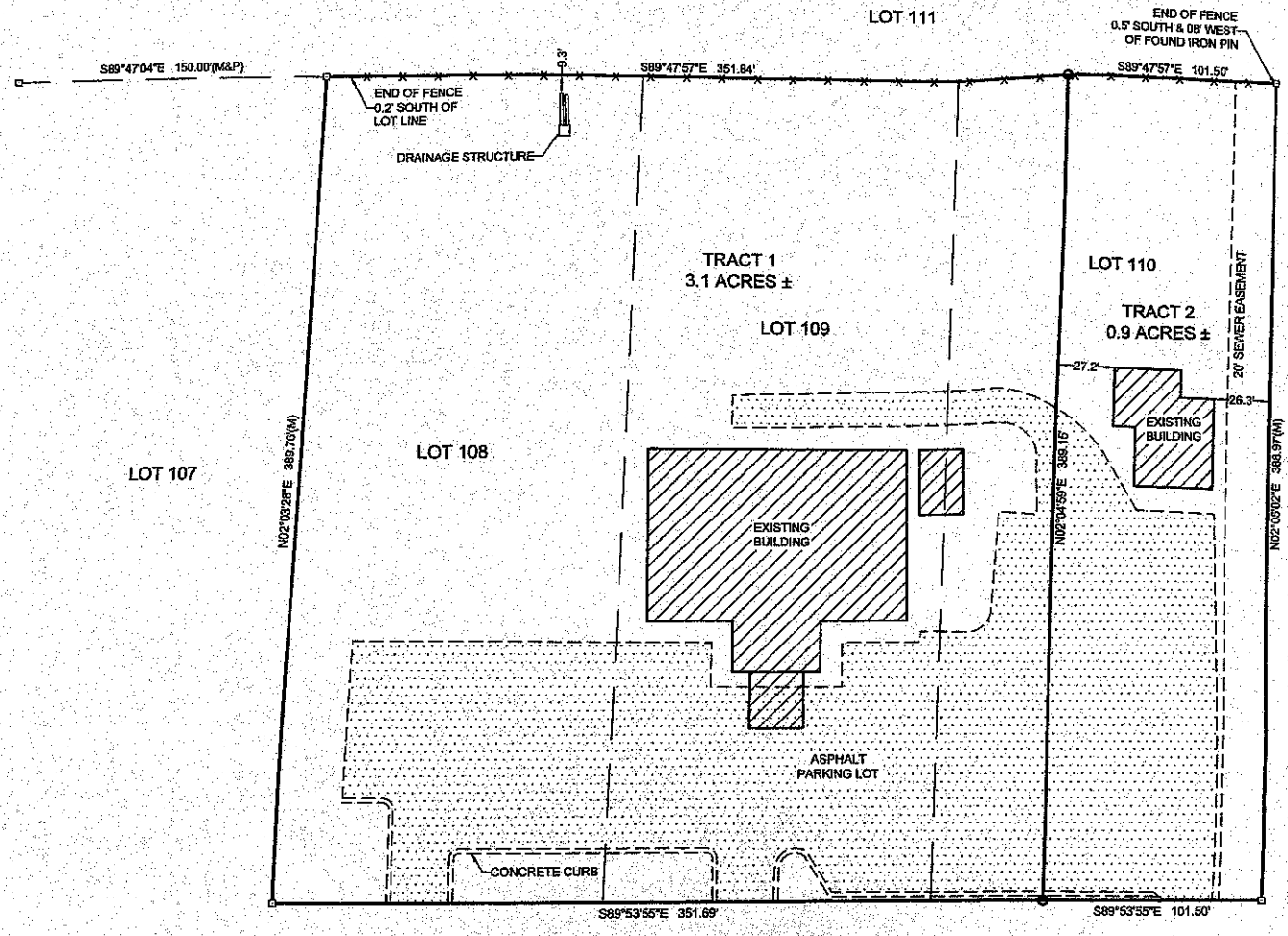
On this 20th day of October 2022

Before me personally appeared Nathanael Berneking, to me personally known, who being duly sworn did say that they are the Treasurer of St. James United Methodist Church of Joplin, Missouri and that the said instrument was signed on behalf of said Church by authority of its Board of Directors and the said Treasurer acknowledges said instrument to be the free act and deed of said Church.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office the day and year first above written.

Christa Dawn Edwards
NOTARY PUBLIC, NOTARY SEAL
STATE OF MISSOURI
Montgomery County
COMMISSION # 14629137
MY COMMISSION EXPIRES: July 24, 2026

Notary Public: Christa Dawn Edwards
Commission Expires:



DESCRIPTION

TRACT 1
ALL OF LOTS NUMBERED ONE HUNDRED EIGHT (108), ONE HUNDRED NINE (109), AND ONE HUNDRED TEN (110) IN BANKERS THIRD ADDITION TO CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT THE EAST 101.50 FEET OF LOT NUMBERED ONE HUNDRED TEN (110) AND ALSO EXCEPT ANY PART TAKEN OR DEEDED FOR 20TH STREET.

TRACT 2
ALL OF THE EAST 101.50 FEET OF LOT NUMBERED ONE HUNDRED TEN (110) IN BANKER'S THIRD ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT ANY PART TAKEN OR DEEDED FOR 20TH STREET.

BASIS OF BEARINGS

BEARINGS ARE BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983 MISSOURI WEST ZONE.

CLASS OF PROPERTY
URBAN

TYPE OF SURVEY
ORIGINAL

SOURCE DOCUMENTS
BOOK 1139 PAGE 697
BOOK 1710 PAGE 2351

FENCE NOTE

FENCE LOCATIONS SHOWN BETWEEN DIMENSION POINTS ARE APPROXIMATE AND THE ACTUAL FENCE MAY MEANDER FROM THE LOCATIONS SHOWN ON THE PLAT HEREIN. INTERIOR FENCES MAY NOT BE SHOWN.

NOTES

NO UTILITIES SHOWN AS A PART OF THIS SURVEY.
SETBACKS ARE NOT SHOWN ON THE ORIGINAL PLAT.

SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

NO FLOOD DETERMINATIONS HAVE BEEN EXAMINED AS A PART OF THIS SURVEY.

LEGEND

- ⊡ FOUND IRON PIN
- O SET IRON PIN
- (M) MEASURED
- (D) DEED
- (P) PLAT

N

0' 40' 80'

SURVEY NOT VALID UNLESS SIGNED IN BLUE INK

THIS SURVEY HAS BEEN PERFORMED BASED ON KNOWLEDGE AND INFORMATION IN ACCORDANCE WITH COMMONLY ACCEPTED PROCEDURES CONSISTENT WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND IS NOT A GUARANTEE OR WARRANTY EITHER EXPRESSED OR IMPLIED. DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS AND MAY NOT BE USED IN CONNECTION WITH A "SURVEY AFFIDAVIT" OR SIMILAR DOCUMENT, STATEMENT, OR MECHANISM TO OBTAIN TITLE INSURANCE FOR ANY SUBSEQUENT OR FUTURE GRANTEES.

CERTIFICATE OF AUTHORITY LICENSE NUMBER LS-2014013548 EXPIRATION 12/31/2022

STATE OF MISSOURI
BRIAN A. AINA
NUMBER
PLS-2003035
4/18/22
PROFESSIONAL LAND SURVEYOR

MJ SURVEYING, LLC
PH 417.623.2525
2224 S. MAIN ST.
JOPLIN, MO 64804
www.MJSurveyingLLC.com

DRAWN JPM	DATE 4/18/2022
APPROVED BAA	DATE 4/18/2022
SCALE 1"=40'	SHEET 1 OF 1

UNITED METHODIST CHURCH SW DISTRICT
LOTS 108-110 BANKER'S 3RD ADD., JOPLIN
JASPER COUNTY, MO.
PROJECT # 22110

Case 012-23: Rezoning

A request to Rezone from District R-1 (Single-Family Residential) to C-3 PD (Commercial-Planned District) for Property located at 2501 E. 20th St. to operate administrative and counseling offices-Rapha House International

Mr. Brandon Freed, 712 S. Main St., Joplin, Missouri 64801. Mr. Freed stated they wanted to convert the church building into administration offices and a counseling center. They would relocate their administrative headquarters to this location.

Mr. Kimble asked if there were any questions from the Commission on Case 012-23.

Mr. Rosenberg asked why they were asking for C-3 instead of C-1.

Mr. Freed stated it was City staff recommendation.

Mr. Bellairs stated to stay with consistency along 20th Street.

Mr. Rosenberg stated that what that meant to him was that if Rapha House changed their mind or decided to sell it, they could put in a convenience store, liquor store, a marijuana store or a 24-hour gas station in if the property was zoned C-3. He asked for clarification.

Mr. Bolander stated you are correct. When you rezone C-3 you must allow all those usages under C-3. He stated he thought they were looking at an extension of the C-3-PD district that is located there already. He stated if you feel that was too heavy of a district, we do have C-1 PD located to the east. It could actually be an extension of that district as well. It sounds like C-1 PD would be an appropriate district to allow offices.

Mr. Rosenberg stated he felt more comfortable with the C-1 PD rather than the C-3.

Mr. Bolander stated you have every right to amend it. He said it sounds like if it was going to be restricted to office use that would be appropriate.

Mr. Freed stated was he correct that the property adjacent to the west is already C-3.

Mr. Bolander stated that is correct.

Mr. Freed stated doesn't it make sense to just continue with C-3 since they are already adjacent.

Mr. Bolander stated you can, but you also have C-1 PD to the east that is existing as well.

Mr. Rosenberg said to the east the zoning is C-1 and to the north you would abut some nice homes. Mr. Rosenberg stated he was not concerned about Rapha House, but he was concerned about the future. Once they rezone the property it remains rezoned.

Ms. Phillips stated plus there are additional lots that are not developed. Ms. Phillips said she agreed with Mr. Rosenberg that the rezoning was too close to R-1 single family residential.

Mr. Jackson asked Mr. Freed if he would be agreeable to C-1 or would you rather have C-3.

Mr. Freed stated that C-1 would fulfill their needs but obviously they plan on staying there a long time. They do not ha-ve any intention on moving but C-3 would be preferrable. He said he did not know what the future of the 20th Street development would entail.

Mr. Kimble asked if there were any other questions from the Commission on Case 012-23.

There were none.

Mr. Kimble asked if anyone wished to speak in favor of Case 012-23.

Dana Parker, 1808 SE Murphy Blvd., Joplin, Mo. She thanked Dr. Rosenberg for recognizing that they live there. She stated she has nothing against Rapha House, she believed they are a very good organization. She is terrified of the C-3. They live in a

wonderful neighborhood. It is quiet and they would like to keep that. Casa just moved in, and they do not have a problem with that. She stated their main problem was that if you go C-3 they need to put in a water retention pond because their property was being destroyed by the water coming off 20th Street. Across the street on the property they are buying, the previous owners put in big pipes to gush the water into their yard. She stated that everything they have built since the tornado had been destroyed. The water goes through their yard into the neighbor's yard and then across into someone else's pool. All their dirt. She said that is their big concern. Those large grassy areas that you mentioned belong to my brother and me. They had hoped to build more residences but there was too much water pooling down because there is no water retention pond in this location. She stated before the storm they never had an issue. Their basement floods constantly. They would like some recognition of that. Casa when they were building recognized there was an issue, and they built a better pond. She does not know how well it will work but they did try. She stated they would like to see something done, dig a hole, they do not want the water in their yard. That is their biggest problem. They are terrified of bars or filling stations going in their yard. They have always had a good neighborhood.

Mr. Jackson asked Ms. Parker as far as the water retention issues have you ever addressed the City.

Ms. Parker stated yes, and they always say they would get back to us.

Mr. Jackson stated he knew they were there before any of the development. He said he believed Rapha House would have less of an impact than putting in a car wash.

Ms. Parker stated absolutely.

Mr. Jackson asked if the City was looking into the impact of the addition of the adjacent properties on homeowners.

Mr. Bolander asked as far as water.

Mr. Jackson stated yes.

Mr. Bolander stated he was out on the property one day when she called. He was accompanied by the City Manager, and he believed Engineering had been looking into it. He does not know the extent of the conversation between Engineering and the homeowner. He stated he could check with engineering on the stormwater concerns. He said the requirements today whether it was C-3 or C-1 there must be storm water

retention. Any additions made on this property the water must be retained regardless of the zoning district it is in.

Ms. Parker stated they built a berm that didn't really do anything. They would have liked to have planted a garden. We cannot do anything. They have a large lot. She stated they have been told they do not need that by people of the City way back. She said they own this property, they take care of it, they are good citizens, they pay their taxes, and they obey the laws. They would like some courtesy in return. They want to protect their assets.

Mr. Jackson asked Mr. Bolander if those issues had been presented to Rapha House.

Mr. Bolander stated first we need to see what was discussed and what had been done. He said the last time he was out there was a couple of years ago. Mr. Bolander said if they are not making any additions to the building, they are not required to put in any storm water retention in if it is already being accommodated. He stated in relation to the onsite visit he did not have enough good information concerning storm water to give at this time. He would have to follow up with engineering and report back to the Commission.

Mr. Kimble asked if anyone else wished to speak in favor of Case 012-23.

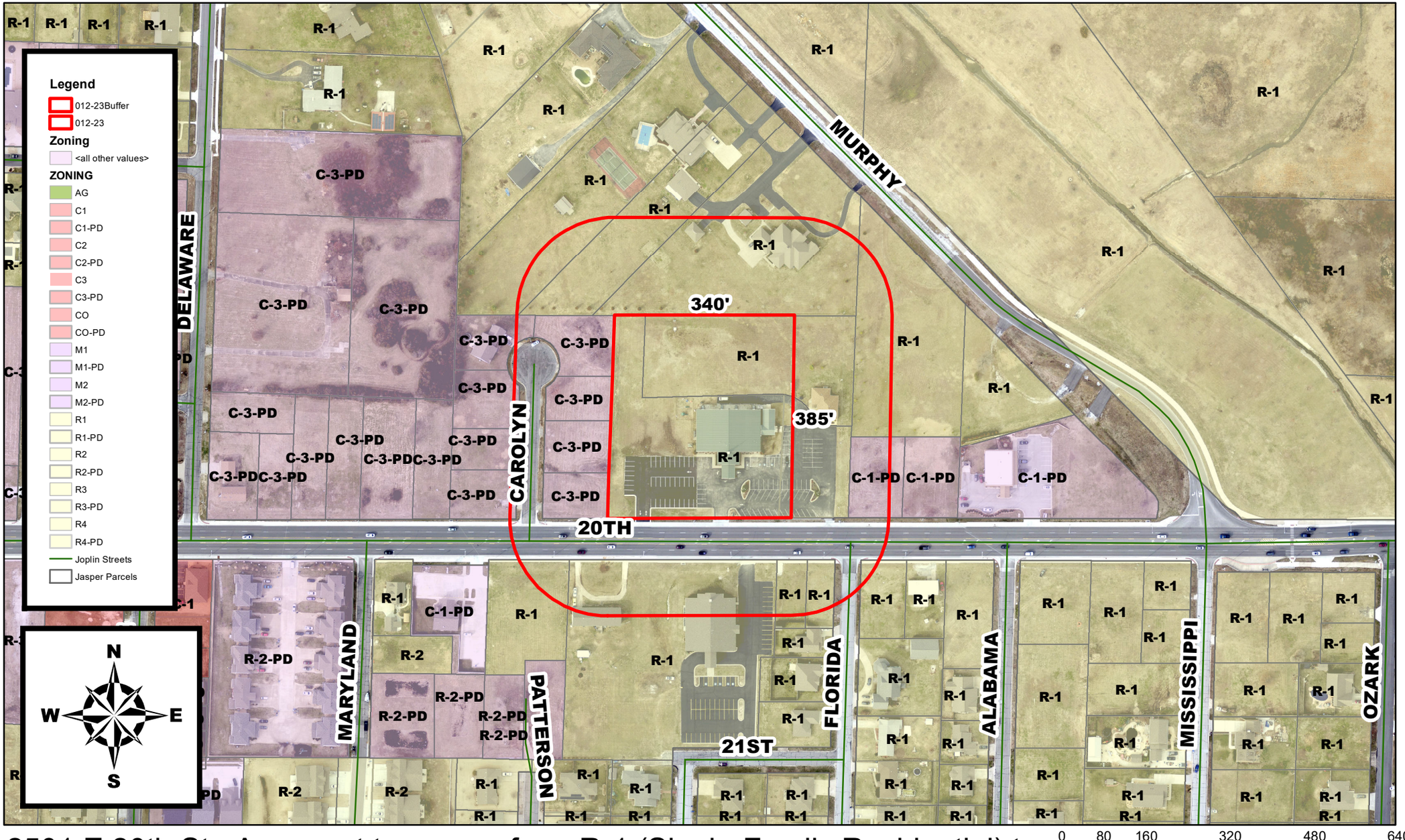
There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 012-23.

There were none.

MR. JACKSON MOVED THAT CASE 012-23 BE MODIFIED FOR REZONING AT C-1 PD. MR. ROSENBERG SECONDED THE MOTION. MOTION CARRIED. MS. STEELE OPPOSED THE MOTION. (6 IN FAVOR, 1 NAY)

Case 0012-23 - Rezoning



2501 E 20th St - A request to rezone from R-1 (Single-Family Residential) to C-3 PD (Commercial Planned District) - Rapha House International

0 80 160 320 480 640
Feet

P & Z Case 012-23
Rapha House International
(P & Z Recommend Amending to C-1 PD)

COUNCIL BILL NO. 2023-262 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Residential) and including in District C-3 PD (Commercial Planned District) property as described below and located 2501 E 20th St.

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

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

All of Lots Numbered One Hundred Eight (108), One Hundred Nine (109) and One Hundred Ten (110) in BANKERS THIRD ADDITION to City of Joplin, Jasper County, Missouri,EXCEPT the East 101.50 feet of Lot Numbered One Hundred Ten (110) and also except any part taken or deeded for 20th street.

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

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

_____
Douglas W. Lawson, Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-263 – Zoning District Change

MEETING DATE:
April 3, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
These payments are included in the FY2023 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 013-23: Rezoning – A Request to Rezone from District R-1 (Single-Family Residential) to R-2 (Two-Family Residential) for Property located at the intersection of W 32nd Street and S John Duffy Dr., approx. 3500 feet west of S John Duffy Dr. to construct a new subdivision – Ashok Patel

BACKGROUND:
The owner is seeking to annex the property into the City of Joplin. The default zoning is R-1. The applicant is seeking to develop this portion of the annexation as Single-Family Residential homes. They are wanting to create 50' lots, which is why they are rezoning to R-2.

PLANNING & ZONING COMMISSION TESTIMONY:
Ms. Phillips was confused as to why the applicant was requesting an R-2 zoning for single-family residential homes. Staff explained it was to meet the 50' lot width requirements.

PUBLIC COMMENT;
There was no public comment in opposition or in favor.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-263
Planning & Zoning Commission recommends approval of Case 013-23 (6 in Favor, 0 Opposed, 1 abstained)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Z&P Meeting: March 13, 2023
City Council Meeting: April 3, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 013-23 A request to rezone from R-1 (Single-Family Residential) to R-2 (Two-Family Residential).

LOCATION W 32nd St, approximately 3500′ West of S John Duffy Dr.

APPLICANT Ashok Patel

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approximately 60 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	C-3	R-1	Outside City Limits
Land Use	Vacant	Senior Living Center	Single-Family Residential/Vacant	Vacant

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as a future Commercial/Residential Opportunity Area.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Wildwood Ranch Parkway	Local	60′

UTILITIES

The site is accessible to utilities.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. The land is designated as a Residential/Commercial Opportunity Area on the Future Land Use Map.

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

The owner is seeking to annex the property into the City of Joplin. The default zoning is R-1. The applicant is seeking to develop this portion of the annexation as Single-Family Residential homes. They are wanting to create smaller lots, so the applicant is seeking a R-2 zoning.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. The property is consistent with the planned future use for the area, and there are existing residential uses (senior living center) to the South.

DISCUSSION

This property is vacant. The owner wishes to annex the property into the City and develop it as Single-Family homes on smaller lots.

Staff recommends approval of Case 013-23.

ENCLOSURES

- Map of property
- Application

DocuSign Envelope ID: D04B47FC-55A3-408E-8313-BDFEC7B3C35B

Rezoning Application

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

Office Use Only
Case No.: 013-23
Filing Fee: $550.00
Received: 2/2/23
Date Advertised:
Proj. No.: 23-078
Public Hearing Date: 3/13/23

Applicant: Ashok Patel Phone No.: 615-545-6837

Address: 3017 Abigail St, Joplin, MO Email: ashokpatelabc@gmail.com

Owner: Ashok Patel Phone No.: 615-545-6837

Address: 3017 Abigail St, Joplin, MO Email: ashokpatelabc@gmail.com

Location of Property: W 32nd St, approx. 3500' west of S John Duffy Dr

Present Use of Property: Vacant

Proposed Use of Property: Mixed-use residential

Current Zoning: R-1 Requested Zoning: R-2 PD

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Vacant	Residential
South	Vacant	Residential
East	Vacant/commercial	Residential/Commercial
West	Vacant	N/A

Character of the Neighborhood: All immediately surrounding area is undeveloped. Commercial and residential are located further south and east.

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Relationship to Existing Zoning Pattern:

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

If yes, explain: Existing zoning of R-1 will not allow for the size of proposed lots

Conformance with Comprehensive Plan:

Yes	No	
◉	○	Consistent with Development Policies?
◉	○	Consistent with Future Land Use Map?

Traffic Conditions:

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

Street(s) with Access to Property: W. Wildwood Ranch Pkwy and W 32nd St.

Classification of Street(s):

Arterial ☑ Collector ☑ Local ☐

Right-of-Way Width: 32nd St: 90', Wildwood Ranch Pkwy: 65'

Subdivision Platting:

Yes	No	
◉	○	Is platting required?
◉	○	Are lots appropriately sized?
◉	○	Is street right-of-way appropriately sized?

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◉ ○ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

_____

_____

_____

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

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

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

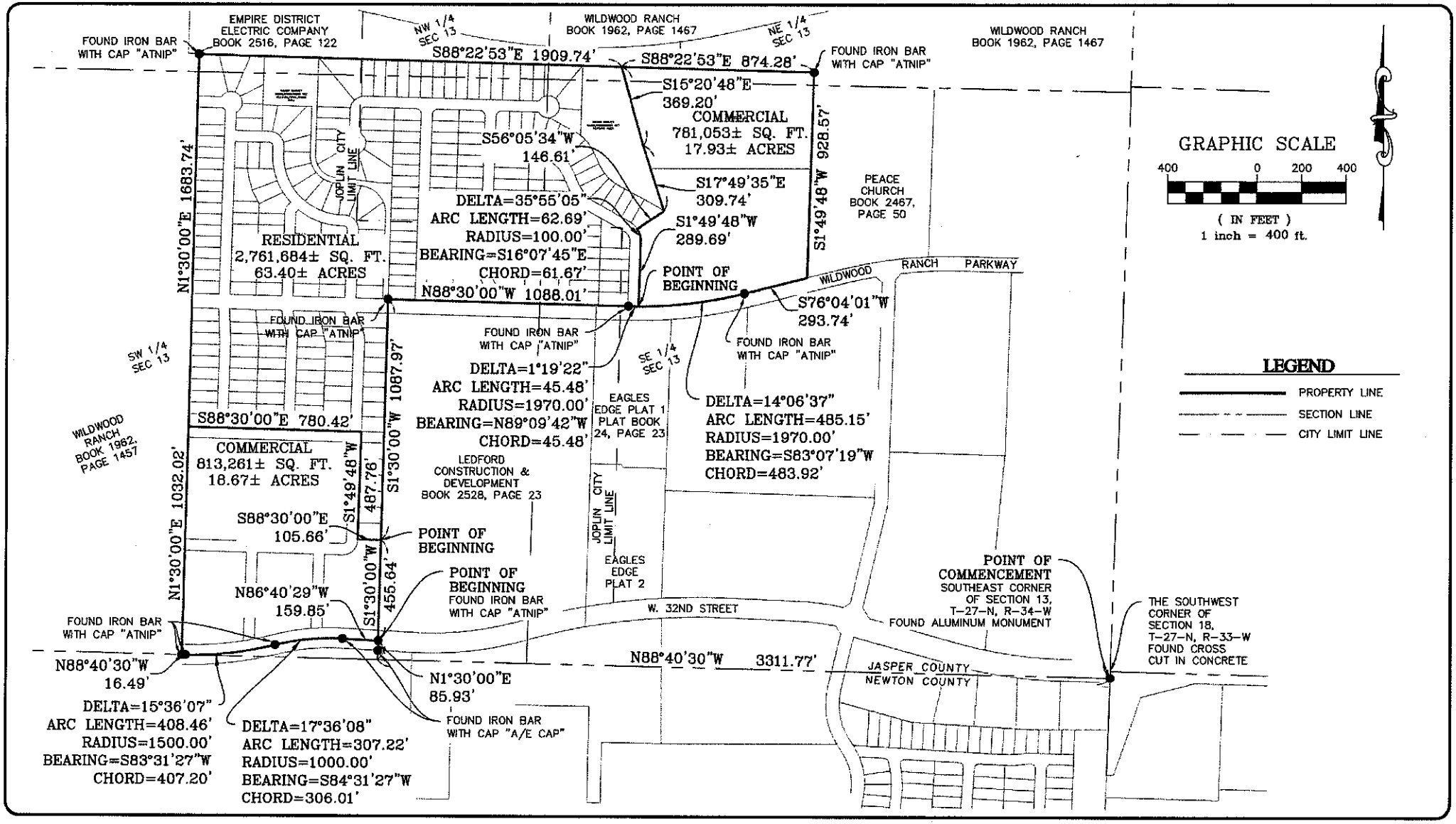
Signature: DocuSigned by: _____ 5BD141066504472 **Date:** 2/1/2023

ANDERSON ENGINEERING
EMPLOYEE OWNED

AndersonEngineeringInc.com
811 E. 3rd Street.
Joplin, MO 64801
417-782-7399

RESIDENTIAL TRACT
A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. BEING A PART OF A TRACT OF LAND AS DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2641, AT PAGE 30. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. THENCE ALONG THE SOUTH LINE OF SAID SECTION, NORTH 88°40'30" WEST, 3311.77 FEET; THENCE LEAVING THE SOUTH LINE OF SAID SECTION, NORTH 01°30'00" EAST, 85.93 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE NORTH 01°30'00" EAST, 455.64 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°30'00" WEST, 105.66 FEET; THENCE NORTH 01°49'48" EAST, 487.76 FEET; THENCE NORTH 88°30'00" WEST, 780.42 FEET; THENCE NORTH 01°30'00" EAST, 1683.74 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE SOUTH 88°22'53" EAST, 1909.74 FEET; THENCE SOUTH 15°20'48" EAST, 369.20 FEET; THENCE SOUTH 17°49'35" EAST, 309.74 FEET; THENCE SOUTH 56°05'34" WEST, 146.61 FEET; THENCE 62.69 FEET ALONG A 100.00 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING SOUTH 16°07'45" EAST, A DISTANCE OF 61.67 FEET; THENCE SOUTH 01°49'48" WEST, 289.69 FEET TO THE NORTH RIGHT-OF-WAY OF WILDWOOD RANCH PARKWAY; THENCE ALONG SAID NORTH RIGHT-OF-WAY THE FOLLOWING TWO COURSES, 45.48 FEET ALONG A 1970.00 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING NORTH 89°09'42" WEST, A DISTANCE OF 45.48 FEET; THENCE NORTH 88°30'00" WEST, 1088.01 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE SOUTH 01°30'00" WEST, 1087.97 FEET TO THE POINT OF BEGINNING. ALL LYING IN SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. CONTAINING 63.40 ACRES, MORE OR LESS. BEARING BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.



ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS SURVEYORS LABORATORIES DRILLING GIS

811 E. 3RD STREET
JOPLIN, MISSOURI 64801
PHONE (417) 782-7399

ZONING SKETCH

JOPLIN, JASPER COUNTY, MISSOURI

DRAWN BY: SLM	FIELD BY:
DATE: 1-26-23	FIELD BK:
CLIENT NO: 22J010074	DRAWING NUMBER: JOP--100-6904

DocuSign Envelope ID: D04B47FC-35A3-406E-8313-BDFEC7B9C33B

JOPLIN
MISSOURI

Rezoning Procedures

Applicability. The rezoning process provides review of changes to the boundary of zoning districts (map amendment) that may be necessary to implement the comprehensive plan, to account for changed conditions in the general area, or to reflect a change in public policies with respect to future development. Application for a rezoning may be initiated by the property owner, the City Council, or the Planning Commission.

Review Criteria. A rezoning shall be reviewed according to the following criteria:

1. The application is consistent with the comprehensive plan, and any official plan or program developed under the guidance of that plan.
2. The application supports the character of the neighborhood, considering the design of streets, civic spaces, and other open spaces; the scale, pattern, and format of buildings; the zoning of property and intent of other zoning districts in the vicinity; and the compatibility, transitions, and integration of existing and potential future uses.
3. The suitability of the subject property for the uses to which it has been restricted.
4. The application furthers the intent of the proposed zoning district and the general purposes of these regulations.
5. The application demonstrates compliance with all substantive standards and guidance of the proposed zoning district; or, where no proposed development application is associated with the application, there is a likelihood of development that complies with all substantive standards can be demonstrated.
6. The ability of the City or other government agencies to provide any services, facilities or programs that may be necessary if the application is approved.
7. The effect of approval on surrounding property, including the likelihood that surrounding areas may be developed in accordance with current zoning or future plans.
8. The recommendations of professional staff or other reviews associated with the application.

Review Procedures. In addition to the general requirements in Table 2-1 and Section 2.01, the following requirements are specific to zoning map amendment applications.

1. Applications may be accompanied by one of the following complementary applications: a Site Plan, a Special Use Permit, or a Concept Plan of a similar nature to that required in Section 2.04 for Planned Developments.
2. Applications may be accompanied by any plat that is necessary for the project.
3. The City Council may recommend the application be returned to Planning Commission for further study or additional information at its next regular meeting. Failure by the Planning Commission to consider or revise its recommendation shall be considered a resubmission of its original recommendation.
4. The Planning Commission may recommend, or City Council may approve a lessor change than was proposed in the notice, whether in extent of property or project area, or in the scale, intensity, or other substantive standards for proposed project and zoning change.

Effect of Decision. Rezoning shall be approved by the City Council in the form of an ordinance. Approved changes shall be indicated on the Official Zoning Map by the Director within 30 days following approval. Any application that includes a required site plans or other similar applications

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(except Concept Plans), may proceed to building permits after the effective date of the ordinance and upon satisfying all other conditions of the approval. If the applicant fails to obtain a building permit within one year of the effective date of the ordinance approving the change, the Director may schedule a hearing to reconsider and revert the zoning to the previous classification, subject to all procedures and criteria of the original change.

Case 013-23: Rezoning

A request to Rezone from District R-1 (Single-Family Residential) to R-2 PD (Two- Family Residential) for Property located at the intersection of W 32nd Street and S John Duffy Dr., approx. 3500 feet west of S John Duffy Dr. to construct a new subdivision-Ashok Patel

Logan Ellis, 811 E. 3rd St., Joplin, Missouri. He represented Anderson Engineering, and they were requesting the rezoning.

Mr. Rosenberg asked if these were being platted for single family.

Mr. Ellis stated it would be a mixture.

Mr. Rosenberg asked if it would be in the same zoning.

Mr. Bolander stated just for clarification under our last zoning code update because of the demand for 50′ ft. lots the old standard we allow that now but only in a R-2 district. He said that is the reason for the designation. The majority of the property would be for single family homes, but they do have some areas for mixed use, commercial and residential which is identified on the plat.

Mr. Rosenberg said okay.

Ms. Steele stated so your plan is to have some single family and in the future you may a Casey′s out there for instance, or something so is that why we are addressing different.

Mr. Ellis stated yes.

Ms. Steele said so your plan is to have a plan development for everything that is needed out there.

Mr. Bolander stated this area that you are looking at that is going to R-2 will primarily be single family residential. The lots themselves are not large enough to accommodate duplexes. But there are some other areas that you will see on the plat that could.

Ms. Phillips asked so why are we requesting zoning for R-2.

Mr. Bolander stated as he mentioned earlier, the zoning code allows for 50′ ft lots only in an R-2 district.

Mr. Kimble asked if there were any other questions from the Commission on Case 013-23.

There were none.

Mr. Kimble asked if anyone else wished to speak in favor of Case 013-23.

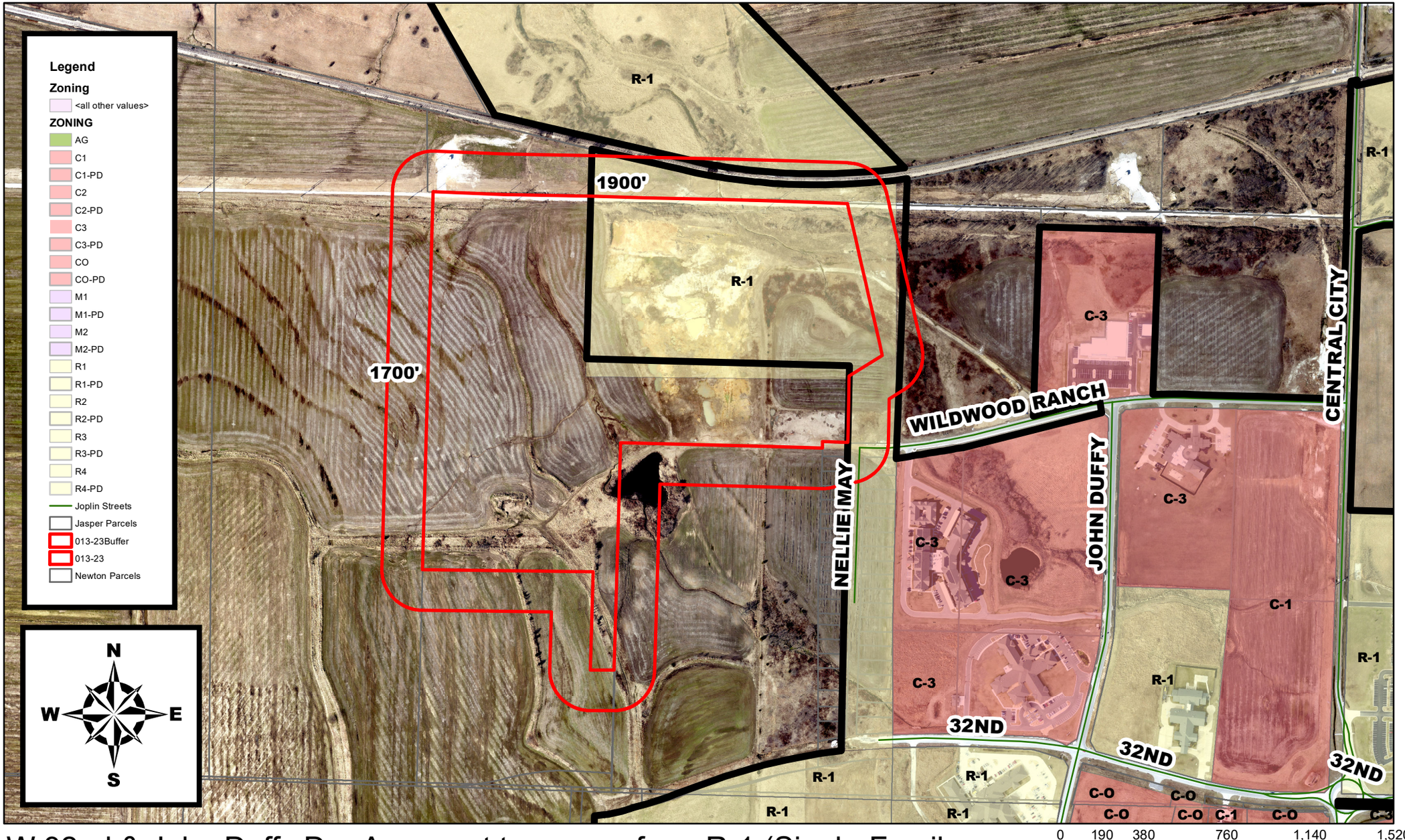
There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 013-23.

There were none.

MS. STEELE MOVED THAT CASE 013-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MR. ROSENBERG SECONDED THE MOTION. MOTION CARRIED. MR. MCCULLOUGH ABSTAINED. (6 IN FAVOR, 1 ABSTAINED)

Case 013-23 - Rezoning



W 32nd & John Duffy Dr - A request to rezone from R-1 (Single-Family Residential) to R-2 (Two-Family Residential) - Ashok Patel

P & Z Case 013-23
Ashok Patel
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-263 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to R-2 PD (Two-Family Residential Planned District) property as described below and located at the intersection of W 32nd Street and S John Duffy Dr., approx. 3500 feet west of S John Duffy Dr.

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

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

RESIDENTIAL TRACT A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. BEING A PART OF A TRACT OF LAND AS DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2641, AT PAGE 30. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. THENCE ALONG THE SOUTH LINE OF SAID SECTION, NORTH 88°40'30" WEST, 3311.77 FEET; THENCE LEAVING THE SOUTH LINE OF SAID SECTION, NORTH 01°30'00" EAST, 85.93 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE NORTH 01°30'00" EAST, 455.64 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°30'00" WEST, 105.66 FEET; THENCE NORTH 01°49'48" EAST, 487.76 FEET; THENCE NORTH 88°30'00" WEST, 780.42 FEET; THENCE NORTH 01°30'00" EAST, 1683.74 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE SOUTH 88°22'53" EAST, 1909.74 FEET; THENCE SOUTH 15°20'48" EAST, 369.20 FEET; THENCE SOUTH 17°49'35" EAST, 309.74 FEET; THENCE SOUTH 56°05'34" WEST, 146.61 FEET; THENCE 62.69 FEET ALONG A 100.00 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING SOUTH 16°07'45" EAST, A DISTANCE OF 61.67 FEET; THENCE SOUTH 01°49'48" WEST, 289.69 FEET TO THE NORTH RIGHT-OF-WAY OF WILDWOOD RANCH PARKWAY; THENCE ALONG SAID NORTH RIGHT-OF-WAY THE FOLLOWING TWO COURSES, 45.48 FEET ALONG A 1970.00 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING NORTH 89°09'42" WEST, A DISTANCE OF

45.48 FEET; THENCE NORTH 88°30'00" WEST, 1088.01 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE SOUTH 01°30'00" WEST, 1087.97 FEET TO THE POINT OF BEGINNING. ALL LYING IN SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. CONTAINING 63.40 ACRES, MORE OR LESS. BEARING BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

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

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

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-264 – Zoning District Change

MEETING DATE:
April 3, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
These payments are included in the FY2023 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 014-23: Rezoning – A Request to Rezone from District R-1 (Single-Family Residential) to MUC (Mixed Use Commercial) for the Southwest part of Property located at the intersection of W 32nd Street and S John Duffy Dr., approx. 3500 feet west of S John Duffy Dr. to construct a new subdivision – Ashok Patel

BACKGROUND:
This property is vacant. The owner wishes to annex the property into the City and develop it as Mixed-Use Commercial buildings. Case 014-23 is the Southwest portion of the Annexation. These buildings will be commercial businesses on the ground floor, with residences above.

PLANNING & ZONING COMMISSION TESTIMONY:
There was no comment or questions from the Commissioners.

PUBLIC COMMENT;
There was no public comment in opposition or in favor.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-264
Planning & Zoning Commission recommends approval of Case 014-23 (7 in Favor, 0 Opposed)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Z&P Meeting: March 13, 2023
City Council Meeting: April 3, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 014-23 A request to rezone from R-1 (Single-Family Residential) to MUC (Mixed-Use Commercial).

LOCATION W 32nd St, approximately 3500′ West of S John Duffy Dr.

APPLICANT Ashok Patel

EXISTING CONDITIONS

Zoning	Land Use	Property Size
None	Vacant	Approximately 20 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	C-3	R-1	Outside City Limits
Land Use	Vacant	Senior Living Center	Single-Family Residential/Vacant	Vacant

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future a Commercial/Residential Opportunity Area.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Wildwood Ranch Parkway	Local	60′

UTILITIES

The site is accessible to utilities.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. The land is designated as a Residential/Commercial Opportunity Area on the Future Land Use Map.

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

The owner is seeking to annex the property into the City of Joplin. The default zoning is R-1. The applicant is seeking to develop this portion of the annexation as Mixed-Use Commercial buildings. These buildings will be commercial businesses on the ground floor, with residences above.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. The property is consistent with the planned future use for the area.

DISCUSSION

This property is vacant. The owner wishes to annex the property into the City and develop it as Mixed-Use Commercial buildings. Case 014-23 is the Southwest portion of the Annexation.

Staff recommends approval of Case 014-23.

ENCLOSURES

- Map of property
- Application

DocuSign Envelope ID: B04B47FC-30A3-406E-8313-BDFEC7B5C05B

Rezoning Application

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

Office Use Only
Case No.: 014-23
Filing Fee: $550.00
Received: 2/2/23
Date Advertised:
Proj. No.: 23-079
Public Hearing Date: 3/13/23

Applicant: Ashok Patel Phone No.: 615-545-6837
Address: 3017 Abigail St, Joplin, MO Email: ashokpatelabc@gmail.com
Owner: Ashok Patel Phone No.: 615-545-6837
Address: 3017 Abigail St, Joplin, MO Email: ashokpatelabc@gmail.com
Location of Property: W 32nd St, approx. 3500' west of S John Duffy Dr
Present Use of Property: Vacant
Proposed Use of Property: commercial
Current Zoning: R-1 Requested Zoning: MUC

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Vacant	Residential
South	Vacant	Residential
East	Vacant/commercial	Residential/Commercial
West	Vacant	N/A

Character of the Neighborhood: All immediately surrounding area is undeveloped. Commercial and residential are located further south and east.

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Relationship to Existing Zoning Pattern:

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

If yes, explain: Existing zoning of R-1 will not allow commercial development.

Conformance with Comprehensive Plan:

Yes	No	
◉	○	Consistent with Development Policies?
◉	○	Consistent with Future Land Use Map?

Traffic Conditions:

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

Street(s) with Access to Property: W. Wildwood Ranch Pkwy and W 32nd St.

Classification of Street(s):

Arterial ☑ Collector ☑ Local ☐

Right-of-Way Width: 32nd St: 90', Wildwood Ranch Pkwy: 65'

Subdivision Platting:

Yes	No	
◉	○	Is platting required?
◉	○	Are lots appropriately sized?
◉	○	Is street right-of-way appropriately sized?

DocuSign Envelope ID: D04B47FC-35A3-406E-8513-BDFEC7B9C53B

◉ ○ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

_____

_____

_____

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

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

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

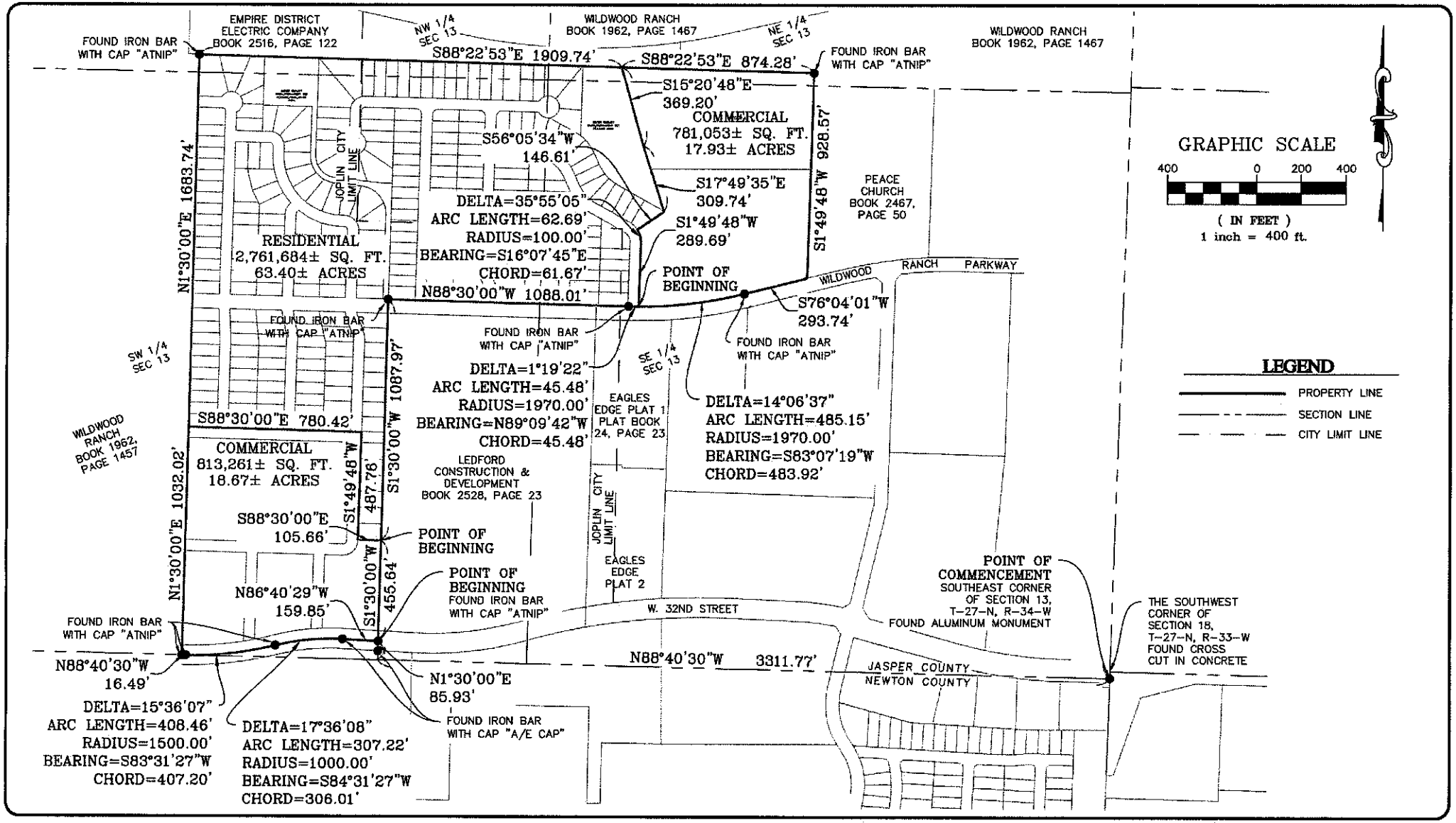
Signature: DocuSigned by: _____ 5BD141066504472... **Date:** 2/1/2023

ANDERSON ENGINEERING
EMPLOYEE OWNED

AndersonEngineeringInc.com
811 E. 3rd Street.
Joplin, MO 64801
417-782-7399

COMMERCIAL TRACT (SOUTH)
A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. BEING A PART OF A TRACT OF LAND AS DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2641, AT PAGE 30. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS SURVEYORS LABORATORIES DRILLING GIS
811 E. 3RD STREET
JOPLIN, MISSOURI 64801
PHONE (417) 782-7399

ZONING SKETCH

JOPLIN, JASPER COUNTY, MISSOURI

DRAWN BY: SLM	FIELD BY:
DATE: 1-26-23	FIELD BK:
CLIENT NO: 22J010074	DRAWING NUMBER: JOP-100-6904

DocuSign Envelope ID: D04B47FC-55A3-406E-8313-BDFEC7B5C53B

JOPLIN
MISSOURI

Rezoning Procedures

Applicability. The rezoning process provides review of changes to the boundary of zoning districts (map amendment) that may be necessary to implement the comprehensive plan, to account for changed conditions in the general area, or to reflect a change in public policies with respect to future development. Application for a rezoning may be initiated by the property owner, the City Council, or the Planning Commission.

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3. The suitability of the subject property for the uses to which it has been restricted.
4. The application furthers the intent of the proposed zoning district and the general purposes of these regulations.
5. The application demonstrates compliance with all substantive standards and guidance of the proposed zoning district; or, where no proposed development application is associated with the application, there is a likelihood of development that complies with all substantive standards can be demonstrated.
6. The ability of the City or other government agencies to provide any services, facilities or programs that may be necessary if the application is approved.
7. The effect of approval on surrounding property, including the likelihood that surrounding areas may be developed in accordance with current zoning or future plans.
8. The recommendations of professional staff or other reviews associated with the application.

Review Procedures. In addition to the general requirements in Table 2-1 and Section 2.01, the following requirements are specific to zoning map amendment applications.

1. Applications may be accompanied by one of the following complementary applications: a Site Plan, a Special Use Permit, or a Concept Plan of a similar nature to that required in Section 2.04 for Planned Developments.
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(except Concept Plans), may proceed to building permits after the effective date of the ordinance and upon satisfying all other conditions of the approval. If the applicant fails to obtain a building permit within one year of the effective date of the ordinance approving the change, the Director may schedule a hearing to reconsider and revert the zoning to the previous classification, subject to all procedures and criteria of the original change.

Case 014-23: Rezoning

A request to Rezone from District R-1 (Single-Family Residential) to MUC (Mixed Use Commercial) for the Southwest part of Property located at the intersection of W. 32nd Street and S John Duffy Dr., approx. 3500 feet west of S John Dr. to construct a new subdivision-Ashok Patel

Logan Ellis, 811 E. 3rd St., Joplin, Missouri. He represented Anderson Engineering, and they were requesting the rezoning.

Mr. Kimble asked if there were any other questions from the Commission on Case 014-23.

There were none.

Mr. Kimble asked if anyone else wished to speak in favor of Case 014-23.

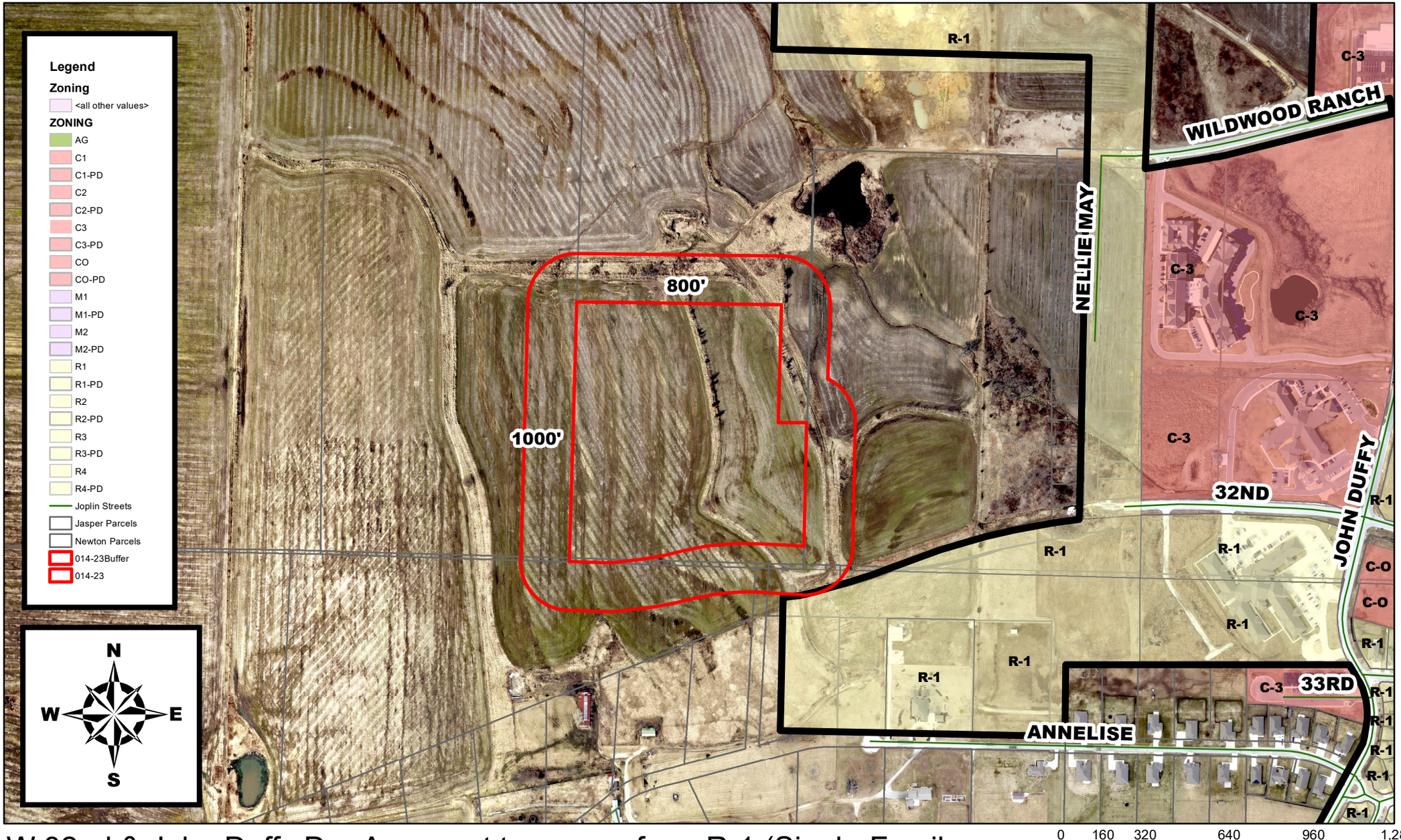
There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 014-23.

There were none.

MR. ROSENBERG MOVED THAT CASE 014-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MS. WARREN SECONDED THE MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAY)

Case 014-23 - Rezoning



W 32nd & John Duffy Dr - A request to rezone from R-1 (Single-Family Residential) to MUC (Mixed Use Commercial) - Ashok Patel

P & Z Case 014-23
Ashok Patel
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-264 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to MUC (Mixed Use Commercial) property as described below and located at the intersection of W 32nd Street and S John Duffy Dr., approx. 3500 feet west of S John Duffy Dr.

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

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

COMMERCIAL TRACT (SOUTH) A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. BEING A PART OF A TRACT OF LAND AS DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2641, AT PAGE 30. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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WEST, JASPER COUNTY, MISSOURI. CONTAINING 18.67 ACRES, MORE OR LESS. BEARING BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

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

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

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-265 – Zoning District Change

MEETING DATE:
April 3, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
These payments are included in the FY2023 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 015-23: Rezoning – A Request to Rezone from District R-1 (Single-Family Residential) to MUC (Mixed Use Commercial) for the Northeast part of Property located at the intersection of W 32nd Street and S John Duffy Dr., approx. 3500 feet west of S John Duffy Dr. to construct a new subdivision – Ashok Patel

BACKGROUND:
This property is vacant. The owner wishes to annex the property into the City and develop it as Mixed-Use Commercial buildings. Case 015-23 is the Northeast portion of the Annexation. These buildings will be commercial businesses on the ground floor, with residences above.

PLANNING & ZONING COMMISSION TESTIMONY:
There was no comment or questions from the Commissioners.

PUBLIC COMMENT;
There was no public comment in opposition or in favor.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-265
Planning & Zoning Commission recommends approval of Case 015-23 (7 in Favor, 0 Opposed)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Z&P Meeting: March 13, 2023
City Council Meeting: April 3, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 015-23 A request to rezone from R-1 (Single-Family Residential) to MUC (Mixed-Use Commercial).

LOCATION W 32nd St, approximately 3500′ West of S John Duffy Dr.

APPLICANT Ashok Patel

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approximately 20 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	C-3	R-1	Outside City Limits
Land Use	Vacant	Senior Living Center	Single-Family Residential/Vacant	Vacant

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future a Commercial/Residential Opportunity Area.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Wildwood Ranch Parkway	Local	60′

UTILITIES

The site is accessible to utilities.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. The land is designated as a Residential/Commercial Opportunity Area on the Future Land Use Map.

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

The owner is seeking to annex the property into the City of Joplin. The default zoning is R-1. The applicant is seeking to develop this portion of the annexation as Mixed-Use Commercial buildings. These buildings will be commercial businesses on the ground floor, with residences above.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. The property is consistent with the planned future use for the area.

DISCUSSION

This property is vacant. The owner wishes to annex the property into the City and develop it as Mixed-Use Commercial buildings. Case 015-23 is the Northeast portion of the Annexation.

Staff recommends approval of Case 015-23.

ENCLOSURES

- Map of property
- Application

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Rezoning Application

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

Office Use Only
Case No.: 015-23
Filing Fee: $550.00
Received: 2/2/23
Date Advertised:
Proj. No.: 23-080
Public Hearing Date: 3/13/23

Applicant: Ashok Patel Phone No.: 615-545-6837

Address: 3017 Abigail St, Joplin, MO Email: ashokpatelabc@gmail.com

Owner: Ashok Patel Phone No.: 615-545-6837

Address: 3017 Abigail St, Joplin, MO Email: ashokpatelabc@gmail.com

Location of Property: W 32nd St, approx. 3500' west of S John Duffy Dr

Present Use of Property: Vacant

Proposed Use of Property: Commercial

Current Zoning: R-1 Requested Zoning: MUC

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Vacant	Residential
South	Vacant	Residential
East	Vacant/commercial	Residential/Commercial
West	Vacant	N/A

Character of the Neighborhood: All immediately surrounding area is undeveloped. Commercial and residential are located further south and east.

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Relationship to Existing Zoning Pattern:

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

If yes, explain: Existing zoning of R-1 will not allow commercial development.

Conformance with Comprehensive Plan:

Yes	No	
◉	○	Consistent with Development Policies?
◉	○	Consistent with Future Land Use Map?

Traffic Conditions:

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

Street(s) with Access to Property: W. Wildwood Ranch Pkwy and W 32nd St.

Classification of Street(s):

Arterial ☑ Collector ☑ Local ☐

Right-of-Way Width: 32nd St: 90', Wildwood Ranch Pkwy: 65'

Subdivision Platting:

Yes	No	
◉	○	Is platting required?
◉	○	Are lots appropriately sized?
◉	○	Is street right-of-way appropriately sized?

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◉ ○ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

_____

_____

_____

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

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

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

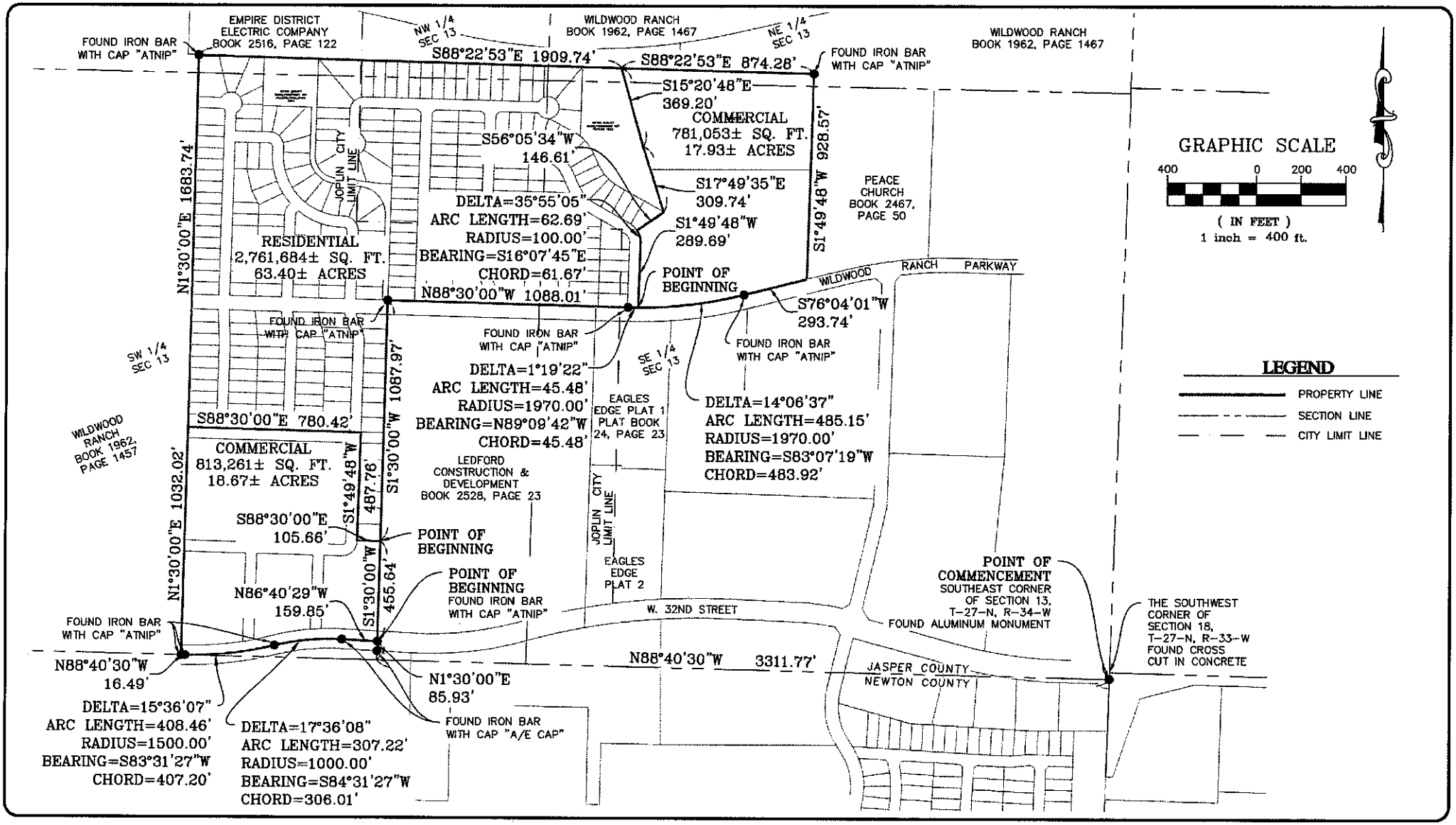
Signature: DocuSigned by: _____ 5BD1410665044... **Date:** 2/1/2023

ANDERSON ENGINEERING
EMPLOYEE OWNED

AndersonEngineeringInc.com
811 E. 3rd Street.
Joplin, MO 64801
417-782-7399

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ZONING SKETCH

JOPLIN, JASPER COUNTY, MISSOURI

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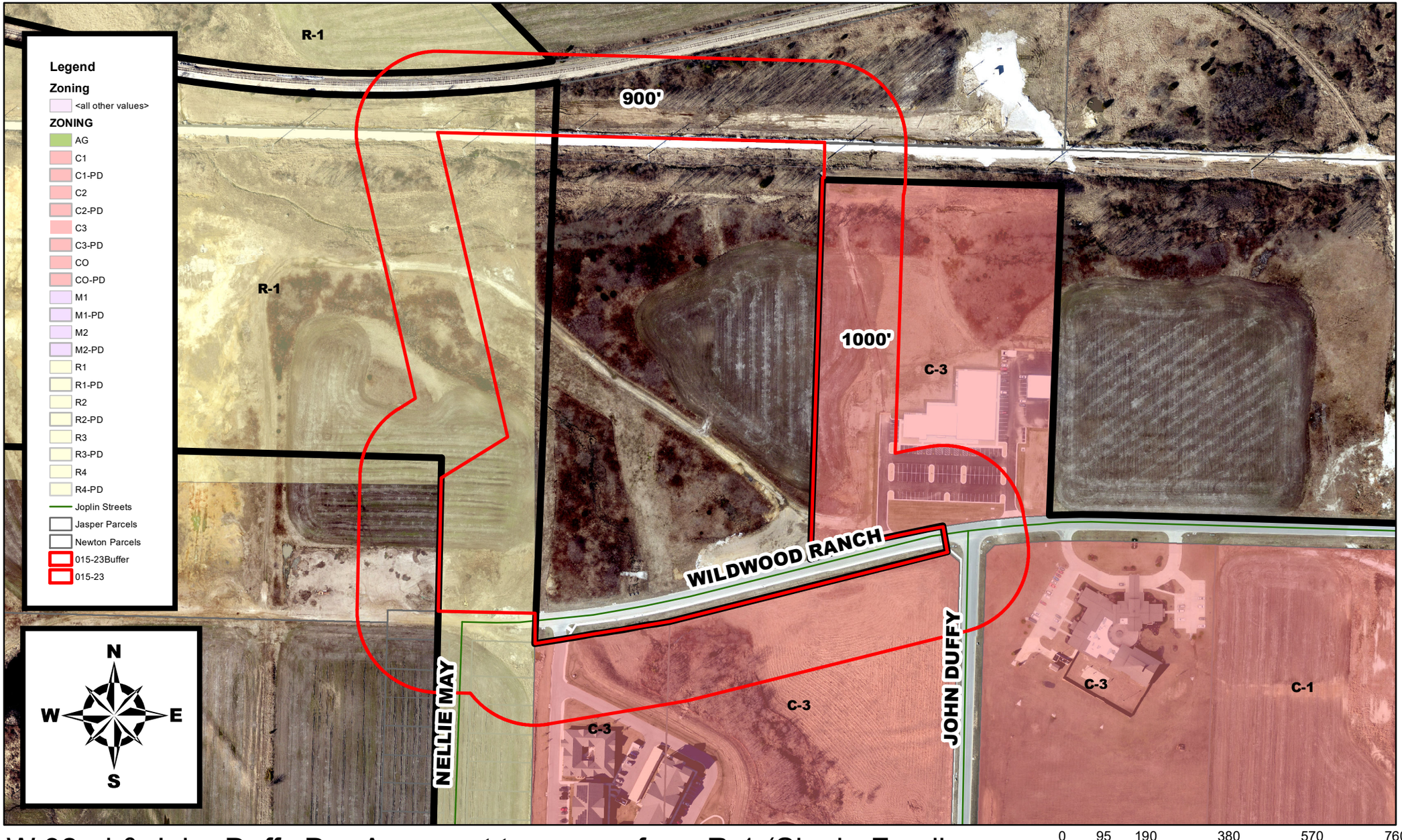
There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 015-23.

There were none.

MR. JACKSON MOVED THAT CASE 015-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MS. STEELE SECONDED THE MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAY)

Case 015-23 - Rezoning



W 32nd & John Duffy Dr - A request to rezone from R-1 (Single-Family Residential) to MUC (Mixed Use Commercial) - Ashok Patel

P & Z Case 015-23
Ashok Patel
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-265 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to MUC (Mixed Use Commercial) property as described below and located at the intersection of W 32nd Street and S John Duffy Dr., approx. 3500 feet west of S John Duffy Dr.

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

COMMERCIAL TRACT (NORTH) A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 27 NORTH, A RANGE 34 WEST, JASPER COUNTY, MISSOURI. BEING A PART OF A TRACT OF LAND AS DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2641, AT PAGE 30. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. THENCE ALONG THE SOUTH LINE OF SAID SECTION, NORTH 88°40'30" WEST, 3311.77 FEET; THENCE LEAVING THE SOUTH LINE OF SAID SECTION, NORTH 01°30'00" EAST, 85.93 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE NORTH 01°30'00" EAST, 1543.61 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP", SAID POINT ALSO LYING ON THE NORTH RIGHT-OF-WAY OF WILDWOOD RANCH PARKWAY IF EXTENDED; THENCE ALONG SAID NORTH RIGHT-OF-WAY THE FOLLOWING TWO COURSES, SOUTH 88°30'00" EAST, 1088.01 FEET TO A FOUND IRON BAR WITH CAP STAMPED "ATNIP"; THENCE 45.48 FEET ALONG A 1970.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING SOUTH 89°09'42" EAST, A DISTANCE OF 45.48 FEET TO THE POINT OF BEGINNING. THENCE LEAVING SAID NORTH RIGHT-OF-WAY, NORTH 01°49'48" EAST, 289.69 FEET; THENCE 62.69 FEET ALONG A 100.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING NORTH 16°07'45" WEST, A DISTANCE OF 61.67 FEET; THENCE NORTH 56°05'34" EAST, 146.61 FEET; THENCE NORTH 17°49'35" WEST, 309.74 FEET; THENCE NORTH 15°20'48" WEST, 369.20 FEET; THENCE SOUTH 88°07'19" WEST, A DISTANCE OF 483.92 FEET TO THE POINT OF BEGINNING. ALL LYING IN SECTION 13,

TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. COTAINING 17.93 ACRES, MORE OR LESS. BEARING BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

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

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

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-266 – Zoning District Change

MEETING DATE:
April 3, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
These payments are included in the FY2023 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 016-23: Rezoning – A Request to Rezone from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential) for Property located at 507 N Wall Ave. to remodel a duplex – Jerry Hill

BACKGROUND:
The existing building on the property is a single-family home, which the owner seeks to convert into a duplex. The owner is requesting an R-2 zoning, which is a continuation of the surrounding neighborhood, and is consistent with the Comprehensive Plan and the Future Land Use Map.

PLANNING & ZONING COMMISSION TESTIMONY:
There was no comment or questions from the Commissioners.

PUBLIC COMMENT;
There was no public comment in opposition or in favor.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-266
Planning & Zoning Commission recommends approval of Case 016-23 (4 in Favor, 3 Opposed)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Z&P Meeting: March 13, 2023
City Council Meeting: April 3, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 016-23 A request to rezone from R-1 (Single-Family Residential) to R-2 (Two-Family Residential).

LOCATION 507 N Wall Ave, Joplin, MO 64801

APPLICANT Jerry Hill

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant Single-Family Home	Approximately 0.3 Acres

SITE CONTEXT

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

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future Low-Density Residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
W D St	Local	50′
N Wall Ave	Local	60′

UTILITIES

The site is accessible to utilities.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. R-2 zoning is consistent with the Future Land Use classification of Low-Density Residential. R-2 is also consistent with the existing zoning of the neighborhood.

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

The owner seeks to renovate the existing building and convert the structure into a duplex. The owner is required to rezone for this use to be permitted.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. The property is surrounded by existing R-2 zonings, which are all permitted by right to have Two-Family Residential dwellings.

DISCUSSION

The existing building on the property is a single-family home, which the owner seeks to convert into a duplex. The owner is requesting an R-2 zoning, which is a continuation of the surrounding neighborhood, and is consistent with the Comprehensive Plan and the Future Land Use Map.

Staff recommends approval of Case 016-23.

ENCLOSURES

- Map of property
- Application

Rezoning Application

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

Office Use Only
Case No.: 06-23
Filing Fee: $550.00
Received: 2/3/23
Date Advertised:
Proj. No.: 23-021
Public Hearing Date: 3/13/23

Applicant: Jerry Hill Phone No.: 479-366-8408

Address: 111 Killdeer Rd. Rogers, AR 72756 Email: jmhilljr@cox.net

Owner: Jerry & Joy Hill Phone No.: 479-366-8408

Address: same Email: same

Location of Property: 507 N Wall Ave. Joplin, MO 64801

Present Use of Property: currently not in use

Proposed Use of Property: up/down duplex

Current Zoning: R1 Requested Zoning: R2

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	(503) res.multi-family	R2
South	(520)res.improv	R1
East	(520)res.improv	R1
West	(681) EXEMPT	

Character of the Neighborhood: mixed use; with youth center on the property to the west, 2 mult-family units on the same street to the north and SFH's elsewhere.

Relationship to Existing Zoning Pattern:

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

If yes, explain: would like to renovate this house to the original use of an up/down duplex

Conformance with Comprehensive Plan:

Yes	No	
◉	○	Consistent with Development Policies?
◉	○	Consistent with Future Land Use Map?

Traffic Conditions:

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

Street(s) with Access to Property: N. Wall Ave. and "D" streets with an alleyway along the eastern border of property.

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☑

Right-of-Way Width: _____

Subdivision Platting:

Yes	No	
○	◉	Is platting required?
◉	○	Are lots appropriately sized?
◉	○	Is street right-of-way appropriately sized?

◉ ○ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: _____

Unique Characteristic of Property and/or Additional Comment:

double lot size and off-street parking; house is built to accomodate up/down duplex.

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

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

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

Signature: _____ **Date:** 1/18/2023

situated in Jasper County, Missouri, described as follows:

ALL OF LOTS NUMBERED 105 AND 106 IN NORTH HEIGHTS ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

LAYMAN'S DESCRIPTION: 507 NORTH WALL, JOPLIN, MISSOURI.

TO HAVE AND TO HOLD [illegible]

Reasoning for the rezoning of 507 N Wall Ave

This property is a 2 level house that was originally a top and bottom duplex. We would like to remodel this house back to its' original format of a top and bottom duplex.

The impact on the neighborhood would be that the house which has been abandoned and neglected for years would once again be lived in. This would keep the property maintained and discourage loiters and mischievous behavior in the neighborhood.

The impact on parking should be minimal to zero as there is already street parking available for this house. North Wall Ave. is a wide street and does accommodate street parking without obstructing traffic flow. This property has space for off street parking which will also be utilized.

In the updating of this house as a duplex, the house will be equipped to meet current fire codes.

Case 016-23: Rezoning

A request to Rezone from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential) for Property located at 507 N. Wall Ave. to remodel a duplex-Jerry Hill.

Mr. Jerry Hill, 111 Killdeer Rd., Rogers, Arkansas. Mr. Hill stated he would like to rezone this property from R-1 to R-2 to make it an up and down duplex.

Mr. Kimble asked so you are adding in a structure rather than rehabbing what is there.

Mr. Hill stated no, he was rehabbing what is currently there. He said it was previously a duplex up and down in the past decade. He was just turning it into what it once was.

Mr. Kimble asked if there were any other questions from the Commission on Case 016-23.

Ms. Phillips stated that entire block on that side of the street going to E Street is R-1. The opposite side on the west side is all R-1. Part of that is because there is a church and churches are R-1. As you go west all the properties on N. Pearl are R-1. Then as you go north of E Street, they are all R-1 going from Main Street clear over to Lone Elm. To the south are some R-2. She said to just bust that block up by putting it in R-2 she does not see how that helps the neighborhood. She stated it may help you sustainably make it pay for itself, but she was not in favor of busting up the block.

Mr. Hill stated if he was not mistaken the property across the street is commercial for that church.

Ms. Phillips stated technically it is residential R-1 because that is what churches are.

Mr. Hill asked if there were residences north on that same block that have multi-family residences.

Ms. Phillips said it could be non-conforming use, but it is zoned technically R-1. At least the last time this map was updated.

Mr. Bolander stated we must look at the existing zoning districts not necessarily the current use like the former request. It is primarily R-2 to the south of this request across D Street and to the east along Joplin Ave. He is asking for an extension of the R-2 district that is already present. Joplin has like pyramid zoning so in an R-3 district you could have duplexes and single-family homes. In R-2 districts you can have duplexes and single-family homes and in R-1 you just have single-family homes. So, even though you see a lot of existing R-2 districts most of those are single-family homes, but it would allow a duplex if someone wanted to build one.

Mr. Hill stated this property was not going to be changed in any way. It will have two separate families, one up and one down that was previously done before. There will be no modifications to the property at all.

Mr. Kimble asked if there were any other questions from the Commission on Case 016-23.

There were none.

Mr. Kimble asked if anyone else wished to speak in favor of Case 016-23.

There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 016-23.

Kenan Klein, 530 N. Wall Ave., Joplin, Missouri. Mr. Klein stated he had the privilege of living in North Heights for four years now and he loves seeing single-family homes in the neighborhood. He was concerned about it being broken up into duplexes and more people moving in as renters. They have seen a crime spike from the south side of this neighborhood. He would love for a single family to move in and own the property, own the space, and make it a safer place for all of them to live. It was just a preference he and other neighbors had.

Mr. Jackson asked if he was in the circle reflected on the diagram. He asked if Mr. Klein had signed a petition of protest that the City provides.

Mr. Klein stated he did not have a petition of protest sent to his house. He only saw the letter that came a week ago.

Mr. Jackson stated so City staff could probably provide better clarification that there is a form on the City website that you can get and print off and if you are in opposition and it requires more votes for it to pass if there is a certain percentage of property owners

who sign it and oppose it, but you must get it notarized. Mr. Jackson asked Mr. Bolander if he missed anything or if there was something he wanted to add.

Mr. Bolander stated no, that is exactly correct.

Ms. Phillips asked if any petitions had been submitted.

Mr. Bolander said no. It stated in the letter they received that you could acquire a petition from City staff or get it off the website.

Mr. Klein stated he missed that in the letter but that was good to know for next time.

Mr. Jackson said if you have a certain percentage go against it requires two-thirds of Council to approve it.

Mr. Kimble asked if anyone else wished to speak in opposition of Case 016-23.

MR. ROSENBERG MOVED THAT CASE 016-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MR. MCCULLOUGH SECONDED THE MOTION. MOTION CARRIED. MS. PHILLIPS, MS. STEELE AND MR. JACKSON OPPOSED. (4 IN FAVOR, 3 NAY)

Case 016-23 - Rezoning



507 N Wall Ave - A request to rezone from R-1 (Single-Family Residential) to R-2 (Two-Family Residential) - Jerry Hill

P & Z Case 016-23
Jerry Hill
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-266 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to R-2 (Two-Family Residential) property as described below and located at 507 N Wall Ave.

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

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

ALL OF LOTS NUMBERED 105 ANO 106 IN NORTH HEIGHTS ADDITION TO THE CITY OF JOPLIN.JASPER COUNTY, MISSOURI.

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

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

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
MARCH 20, 2023
MEETING MINUTES

CALL TO ORDER

The March 20, 2023, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Doug Lawson.

INVOCATION was read by City Clerk Holly Nagy.

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by Mr. Josh DeTar.

ROLL CALL

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

Motion by Mr. Cortez, second by Dr. Farnham to excuse the absence of Kate Spencer. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Spencer, 1.

PRESENTATIONS

Olivia Apartments Update was presented by Jeff Neal from Neal Group Construction and Sawyer Smith from Blue Haven Investments.

Motion by Mr. Copple, second by Mr. Shaw for an extension to the agreement for 24 months from approval of next set of building plans by the building department. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, and Stinnett, 7. Nays: 0. Absent: Spencer, 1. Abstained: Williams, 1.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

Some people may have already noticed the colorful box that recently was put up near 8th and Joplin Streets, and I'm pleased to explain its purpose. It is a Retired Flag Drop Off Box that Post 13 of the American Legion has placed there for everyone's convenience.

If your American flag is torn or worn down significantly, you can drop it into a Retired Flag box for proper disposal. There are two boxes in Joplin, with one centrally located just east of Memorial Hall at 8th and Joplin Street, and the other box is located at the General Aviation Terminal at 5497 Dennis Weaver Drive on the north side of Joplin. Currently the box at the general aviation terminal is located just inside the doors. This box will soon be relocated outside of the

building to allow access to it 24/7.

Members of Post 13 will pick up these flags on a regular basis and store them so they can be properly disposed of during their Annual Flag Retirement Ceremony on Flag Day, June 14.

If you haven't heard – our community has a significant milestone coming up this Thursday. Joplin will celebrate it's 150th Birthday. The Celebrations Commission has been actively planning to recognize our City's Sesquicentennial and we have a couple of events coming up this week.

On Tuesday, March 21 (tomorrow) the life of Gabby Street will be presented by Dr. Galen Irwin at Joplin History & Mineral Museum, located in Schifferdecker Park. This free event begins at 6 p.m. with refreshments and the presentation starts at 7 p.m.

On Thursday, Joplin artist Thomas Hart Benton is the focus of a program that Joplin Historian Brad Belk will give here in this room starting at 2:30 p.m. Following we'll move to the Main Lobby on the first floor for a LIVE broadcast of KSN's Living Well program. Several historical segments are planned during the show. Plus there will be birthday cookies and punch for everyone to enjoy and celebrate our 150th Birthday.

To close the celebration, Joplin's Journey of Faith will recognize Joplin's spiritual heritage with music and insight of Joplin's beliefs from yesterday, today and tomorrow. The program will be held at Central Christian Center, 410 Virginia Avenue, and is hosted by Joplin Ministerial Alliance.

There are other fun events coming up in April and May, plus a movie showcase running from April 13 through July 27 featuring events or actors with a connection to Joplin. Visit Celebrate Joplin's Facebook page for details.

A quick reminder - Joplin Recycling Center is hosting a Paper Shredding Event set for Saturday, April 1 from 9 a.m. to 11 a.m. at the Center located at 1310 West A Street.

This event is free and open to all residents with a limit of 15 standard-sized file boxes per car. Non-paper materials, such as cardboard, packing paper and brown paper sacks will not be accepted.

During this community service, large amounts of paper can be shredded quickly at no cost to area residents. The document shredding company, Big Bear Shredding, will have their mobile shred truck at the Center and look forward to helping residents clear out papers they've been storing in their homes.

For more information or questions about these announcements or other City items, please visit our website or our Facebook page.

CITIZEN REQUESTS AND PETITIONS

Mary Price spoke on financial discrepancies & fiscal responsibility.

Brian Evans spoke on fiscal responsibility, public safety, and taking care of our first responders.

Frank Thompson requested to speak on Joplin's future moving forward.

PUBLIC HEARINGS

CONSENT AGENDA

Motion by Mr. Cortez, second by Mr. Shaw to approve the Consent Agenda. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams 8. Nays: 0. Absent: Spencer 1.

Minutes of the March 6, 2023, City Council Meeting

COUNCIL BILL NO. 2023-253 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and including in District R-3 (Apartment House) property as described below and located approximately 200 feet East of the intersection of S. Maiden Ln. and W. 2nd St, South of W. 2nd St and North of W 4th St. The Council Bill was declared adopted and entitled **Ordinance No. 2023-035.**

RESOLUTIONS

RESOLUTION NO. 2023-004

Mr. Stinnett introduced Resolution No. 2023-004- A RESOLUTION approving modifications to the City of Joplin Purchasing Policy. Motion by Mr. Stinnett, second by Mr. DeTar that Resolution No. 2023-004 be passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Spencer, 1.

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2023-110

Mr. Shaw introduced Council Bill No. 2023-110 - AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Blevins Asphalt Construction Company Inc. in the not to exceed amount of One Million, Five Hundred Forty-One Thousand, Nine Hundred Forty-Three and 53/100 Dollars, ($1,541,943.53) for the Mill and Overlay 2023 project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, containing an emergency clause. Motion by Mr. Shaw, second by Mr. Cortez that Council Bill No. 2023-110 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Spencer, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2023-036**.

COUNCIL BILL NO. 2023-114

Mr. Copple introduced Council Bill No. 2023-114 - AN ORDINANCE approving a Purchase Order to ATMAX Equipment Company in the amount of Two Hundred Thirty-Four Thousand Four Hundred Fifty-Seven and 75/100 Dollars ($234,457.75) for the purchase of a Mower Max Boom Tractor; and containing an emergency clause. Motion by Mr. Copple, second by Mr. DeTar that Council Bill No. 2023-114 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams 8. Nays: 0 Absent: Spencer, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2023-037.**

COUNCIL BILL NO. 2023-350

Dr. Farnham introduced Council Bill No. 2023-350 - AN ORDINANCE approving the contract by and between the City of Joplin and USA Demolition for the demolition of the structure(s) and clearing of a lot located at 218 N Wall Ave. in the City of Joplin, Missouri, for Four Thousand Nine Hundred Fifty dollars ($4,950.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Dr. Farnham, second by Mr. DeTar that Council Bill No. 2023-350 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, and Stinnett, 7. Nays: 0. Absent: Spencer, 1. Abstained: Williams, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2023-038.**

COUNCIL BILL NO. 2023-351

Mr. Cortez introduced Council Bill No. 2023-351 - AN ORDINANCE approving the contract by and between the City of Joplin and USA Demolition for the demolition of the structure(s) and clearing of a lot located at 1417 W 20TH St. in the City of Joplin, Missouri, for Four Thousand Eight Hundred Seventy-Five dollars ($4,875.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Cortez, second by Dr. Farnham that Council Bill No. 2023-351 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams 8. Nays: 0 Absent: Spencer, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2023-039.**

COUNCIL BILL NO. 2023-352

Mr. Copple introduced Council Bill No. 2023-352 - AN ORDINANCE approving the contract by and between the City of Joplin and USA Demolition for the demolition of the structure(s) and clearing of a lot located at 1818 S Pearl Ave. in the City of Joplin, Missouri, for Four Thousand Five Hundred Seventy-Five dollars ($4,575.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Copple, second by Dr. Farnham that Council Bill No. 2023-352 be tabled. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams 8. Nays: 0 Absent: Spencer, 1. The Council Bill was tabled.

COUNCIL BILL NO. 2023-505

Mr. Cortez introduced Council Bill No. 2023-505 - AN ORDINANCE adopting a revised step pay plan by reference the City Salary Administration Plan; establishing the annual salary of certain Classified and Unclassified positions for Fiscal Year 2022-2023; amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022, to adjust appropriations; and, containing an emergency clause. Motion by Mr. Cortez, second by Dr. Farnham that Council Bill No. 2023-505 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams 8. Nays: 0 Absent: Spencer, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2023-040.**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2023-005

Mr. Stinnett introduced Council Bill No. 2023-005 - AN ORDINANCE amending Chapter 82 – Offenses and Miscellaneous Provisions, Article V – Offenses Against Health and Safety, by changing offenses related to marijuana as a result of November 8, 2022, general election ballot measure Amendment 3. Motion by Mr. Stinnett, second by Mr. DeTar that Council Bill No. 2023-005 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams 8. Nays: 0 Absent: Spencer, 1. The Bill was read as Council Bill No. 2023-005.

COUNCIL BILL NO. 2023-103

Mr. DeTar introduced Council Bill No. 2023-103 - AN ORDINANCE approving a construction agreement with McClanahan Construction, Inc. in the amount of Two Million, Two Hundred Fifty-Four Thousand and no/100 Dollars ($2,254,000.00) for the Turkey Creek Wastewater Treatment Facility (WWTF) Equipment Building project, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. DeTar, second by Mr. Cortez that Council Bill No. 2023-103 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams 8. Nays: 0 Absent: Spencer, 1. The Bill was read as Council Bill No. 2023-103.

COUNCIL BILL NO. 2023-604

Mr. Cortez introduced Council Bill No. 2023-604 - AN ORDINANCE approving the revised Rules and Regulations (Employee Handbook) as contained to govern employee conduct, workplace protections, job classification, benefits, compensation, discipline, safety, employment practices and to ensure compliance with the Charter of the City of Joplin, State and Federal employment laws. Motion by Mr. Cortez, second by Dr. Farnham that Council Bill No. 2023-604 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams 8. Nays: 0 Absent: Spencer, 1. The Bill was read as Council Bill No. 2023-604.

SECOND AND THIRD READING

COUNCIL BILL NO. 2023-259

Mr. DeTar introduced Council Bill No. 2023-259 - AN ORDINANCE providing to vacate approximately 550 feet of Bird Avenue, approximately located between W 15th St and W Junge Boulevard, City of Joplin, Jasper County, Missouri. Motion by Mr. DeTar, second by Mr. Cortez to pass Council Bill No. 2020-259 on Second Reading, advance to Third Reading and pass. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams 8. Nays: 0 Absent: Spencer, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2023-041**.

UNFINISHED BUSINESS

NEW BUSINESS

Kathy Martin spoke on progress of street alley lighting and homelessness.

Discussion ensued regarding the water lines at Joe Becker Stadium.

Motion by Mr. Copple, second by Mr. Cortez to direct the City Manager to direct his staff to look into what it would take to properly winterize the ball field so that water can be left on all year round. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams 8. Nays: 0 Absent: Spencer, 1.

Vote to go into closed session, which shall pertain to leasing, purchasing or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore as set forth in Section 610.021 (2) RSMo, as amended, 2020. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. Shaw, second by Dr. Farnham to go into closed session. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams 8. Nays: 0 Absent: Spencer, 1.

The meeting was adjourned at 8:10 p.m.

Respectfully,

Holly Nagy, City Clerk, MRCC

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-005 – amending Chapter 82 – Offenses and Miscellaneous Provisions, Article V – Offenses Against Health and Safety, by changing offenses related to marijuana as a result of November 8, 2022 general election ballot measure Amendment 3.

MEETING DATE
March 20, 2023

ORIGINATING DEPARTMENT
Legal

ATTACHMENTS
Council Bill No. 2023-005

REVIEWED BY
City Attorney: Peter Edwards; Police Chief: Sloan Rowland; City Manager: Nicholas Edwards.

SUMMARY
This Council Bill amends Sections 82-196 and 197 of the City Code by changing offenses related to marijuana as a result of November 8, 2022 general election ballot measure Amendment 3.

BACKGROUND
On November 8, 2022, Missouri voters approved an amendment to the Missouri Constitution to amend Article XIV ("Amendment 3"). Article XIV covers adult marijuana use, cultivation, and possession, and business location, and Amendment 3 changes certain medical marijuana provisions. Amendment 3 went into effect on December 8, 2022, with certain changes rolling into effect over the course of 2023-2025.

Among other changes, Amendment 3 revised the criminalization of marijuana. Now, a person 21 years of age or older may possess up to 3 ounces of unprocessed marijuana or its equivalent. Amendment 3 specified that the fine for smoking marijuana in unauthorized public places is $100.00. Amendment 3 further specified that other marijuana offenses and fines are capped at $250.00 for the first, $500.00 for the second, and $1,000.00 for the third and subsequent violations.

Importantly, individuals may not operate a motor vehicle, aircraft, or motorboat while under the influence of marijuana. Similarly, individuals may not smoke marijuana within a motor vehicle, train, aircraft, motorboat, or other motorized form of transport while it is being operated.

Council Bill 2023-005 makes City Code compliant with Amendment 3.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends adoption of this Council Bill on First Reading.

COUNCIL BILL NO. 2023-005 ORDINANCE NO.

AN ORDINANCE amending Chapter 82 – Offenses and Miscellaneous Provisions, Article V – Offenses Against Health and Safety, 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 JOPLIN, MISSOURI, as follows:

Section 1. That Chapter 82 – Offenses and Miscellaneous Provisions, Article V – Offenses Against Health and Safety, Section 82-196 – Possession of marijuana, is hereby repealed, and a new Section 82-196 – Possession and use of marijuana, is enacted in lieu thereof as follows:

"Section 82-196 – 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 Chapter 82 – Offenses and Miscellaneous Provisions, Article V – Offenses Against Health and Safety, Section 82-197 – Possession of drug paraphernalia, is hereby amended to read as follows:

"Section 82-197 – Possession of drug paraphernalia

(a) Prohibited. It shall be unlawful for any person to use or to possess with the intent to use drug paraphernalia to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body a controlled substance or imitation controlled substance in violation of [~~this section~~] **RSMo. Ch. 579 or RSMo. Ch. 195, except as authorized by Article XIV of the Missouri Constitution**.

(b) Definition. As used in this section, the term "drug paraphernalia" shall mean all equipment, products and materials of any kind which are used or intended for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body a controlled substance or imitation controlled substance in violation of this section. It includes but is not limited to:

(1) Kits used, intended for use or designed for use in planting, propagating, cultivating, growing or harvesting of any species of plant which is a controlled substance or from which a controlled substance can be derived.

(2) Kits used, intended for use or designed for use in manufacturing, compounding, converting, producing, processing or preparing controlled substances or imitation controlled substances.

(3) Isomerization devices used, intended for use or designed for use in increasing the potency of any species of plant which is a controlled substance or imitation controlled substance.

(4) Testing equipment used, intended for use or designed for use in identifying or in analyzing the strength, effectiveness or purity of controlled substances or imitation controlled substances.

(5) Scales and balances used, intended for use or designed for use in weighing or measuring controlled substances or imitation controlled substances.

(6) Dilutants and adulterants, including but not limited to quinine hydrochloride, mannitol, mannite, inositol, dextrose and lactose, used, intended for use or designed for use in cutting controlled substances or imitation controlled substances.

[~~(7) Separation gins and sifters used, intended for use or designed for use in removing twigs and seeds from, or in otherwise cleaning or refining, marijuana.~~]

(8) Blenders, bowls, containers, spoons and mixing devices used, intended for use or designed for use in compounding controlled substances or imitation controlled substances.

(9) Capsules, balloons, envelopes and other containers used, intended for use or designed for use in packaging small quantities of controlled substances or imitation controlled substances.

(10) Containers and other objects used, intended for use or designed for use in storing or concealing controlled substances or imitation controlled substances.

(11) Hypodermic syringes, needles and other objects used, intended for use or designed for use in parenterally injecting controlled substances or imitation controlled substances into the human body.

(12) Objects used, intended for use or designed for use in ingesting, inhaling or otherwise introducing [~~marijuana~~], cocaine, methamphetamine, hashish or hashish oil into the human body, **except those designed or intended for use with marijuana,** such as:

a. Metal, wooden, acrylic, glass, stone, plastic or ceramic pipes, with or without screens, permanent screens, hashish heads or punctured metal bowls.

b. Water pipes.

c. Carburetion tubes and devices.

d. Smoking and carburetion masks.

e. Roach clips, meaning objects used to hold burning material, **except those designed or intended for use with marijuana** [~~such as a marijuana cigarette~~], that has become too small or too short to be held in the hand.

f. Miniature cocaine spoons and cocaine vials.

g. Chamber pipes.

h. Carburetor pipes.

i. Electric pipes.

j. Air-driven pipes.

k. Chillums.

l. Bongs.

m. Ice pipes or chillers.

(c) Determination of whether object is drug paraphernalia. In determining whether an object is drug paraphernalia, a court or other authority should consider, in addition to all other logically relevant factors, the following:

(1) Statements by an owner or by anyone in control of the object concerning its use;

(2) Prior convictions, if any, of an owner, or of anyone in control of the object, under any state or federal law relating to any controlled substance or imitation controlled substance;

(3) The proximity of the object, in time and space, to a direct violation of this article with relation to controlled substances;

(4) The proximity of the object to controlled substances or imitation controlled substances;

(5) The existence of any residue of controlled substances or imitation controlled substances on the object;

(6) Direct or circumstantial evidence of the intent of an owner or of anyone in control of the object to deliver it to persons who he knows, or reasonably should know, intend to use the object to facilitate a violation of this article with relation to controlled substances. The innocence of the owner, or of anyone in control of the object, as to a direct violation of this article with relation to controlled substances shall not prevent a finding that the object is intended for use as drug paraphernalia;

(7) Instructions, oral or written, provided with the object concerning its use;

(8) Descriptive materials accompanying the object which explain or depict its use;

(9) National and local advertising concerning its use;

(10) The manner in which the object is displayed for sale;

(11) Whether the owner, or anyone in control of the object, is a legitimate supplier of like or related items to the community, such as a licensed distributor or dealer of tobacco products;

(12) Direct or circumstantial evidence of the ratio of sales of the object to the total sales of the business enterprise;

(13) The existence and scope of legitimate uses for the object in the community; or

(14) Expert testimony concerning its use."

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

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 JOPLIN, MISSOURI, this _____ day of _____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-103 –an agreement between the City of Joplin and McClanahan for Construction services for the Turkey Creek Wastewater Treatment Facility (WWTF) Equipment Building and miscellaneous projects.

MEETING DATE
March 20, 2023

ORIGINATING DEPT
Public Works - Operations

ATTACHMENTS
CB2023-103 Ordinance; Agreement, Bid Summary Sheet

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

SUMMARY
This Council Bill is for an agreement between the City of Joplin and McClanahan Construction contracting services in the amount of Two Million, Two Hundred Fifty-Four Thousand and no/100 Dollars ($2,254,000.00) for Turkey Creek WWTF Equipment Building and miscellaneous projects with a budget amendment.

BACKGROUND
During the Budget process in Fiscal Year 2021-2022 the Equipment Building was listed and only the design was completed. Last year, city staff identified the need for an equipment building at the Turkey Creek Wastewater Treatment Facility to protect city equipment and extend the life on Vehicles and equipment. The equipment building would also be a place to store pumps, rotors, and motors to replace parts needed for the operations of the wastewater treatment system. A mounted solar array will be attached to the roof for better energy proficiency.

- Construction of Equipment Building ($1,000,000)
- Miscellaneous Site Development ($220,000)

This agreement also provides for needed projects such as Shoal Creek Control Building renovations, Maintenance and Pump Building renovations, Intermediate Pumping Structure renovations, Administration Building renovations, and Trickling Filter Pump Building renovations. Work includes replacement of windows and walk doors, replacing wood siding, soffits, and fascia with metal, replacing gutters and downspouts, replacing standing-seam metal roof, and cleaning/recaulking all brick control joints. Work varies depending on the building's condition and each building may not include each work item previously listed. The following maintenance items were added since the original budget was estimated.

- Inlet Structure Building renovations ($100,000)
- Maintenance & Pump Building renovations ($150,000)
- Replacement of standing-seam metal roof ($65,000)
- Intermediate Pumping Structure renovations ($75,000)
- Administration Building renovations ($30,000)
- Tricking Filter Pump Building renovation ($50,000)
- Shoal Creek WWTP – Control Building renovations ($65,000)

This bid was advertised using the City's procurement policy and McClanahan Construction was the only bidder. Allgeier Martin and Associates had been selected as on-call Engineering firm for this Sanitary sewer project and approved by Council last Fiscal Year. Inspections will be done by City building inspectors and Construction Inspectors.

FUNDING SOURCE
Wastewater

RECOMMENDATION
Staff recommends approval of this Council Bill on 1st Reading.

BID SUMMARY

PROJECT: Turkey Creek Wastewater Treatment Facility (WWTF) Equipment Building Addition

DATE OF BID OPENING: February 9, 2023 @ 10:00 am

CONTRACTOR	BID
McClanahan Construction	$ 2,254,000.00
Engineering Estimate	$ 2,079,000.00

SECTION 00 52 00 – AGREEMENT BETWEEN OWNER AND CONTRACTOR

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: McClanahan Construction Co., Inc. Address: P.O. Box 439 Rogersville, MO 65742	
Attention: Lynden Lawson		Attention: Patrick McClanahan	
Department: Public Works – Operations		Phone: 417-753-2750	Fax: 417-753-7705
Phone: 417-624-0820	Fax:	Turkey Creek WWTF Equipment Building Addition	

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

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

Turkey Creek WWTF Equipment Building Addition

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 300 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time, the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

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

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

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

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

As of January 1, 2023, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation.... Statutory coverage per RSMo 287.010 et seq

Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being: The City of Joplin, and

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Two Million Two Hundred Fifty-Four Thousand and 00/100 DOLLARS ($2, 254,000.00) (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

c. Does not have a proposed debarment or suspension pending.

d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5.2 By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $500.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

9. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

10. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

11. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

12. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

13. Liability and Indemnity.

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

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

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

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

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

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

16. Contract Documents. The contract documents shall consist of the following:

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Proposal
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Two Million Two Hundred Fifty-Four Thousand and 00/100 DOLLARS ($2, 254,000.00), said amount being subject to any approved addenda or change order.

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

18. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

19. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the

Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

20. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

21. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

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

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

23. Records and Audits. 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.

24. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

25. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

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

alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

29. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

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

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

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

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

34. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

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

SECTION 00 61 13.13 – PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

McClanahan Construction Co., Inc.
(Name of Contractor)

P.O. Box 439, Rogersville, MO 65742
(Address of Contractor)

a corporation, (Corporation, Partnership, or Individual) hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of Joplin, Missouri
(Name of Owner)

City Hall, 602 S. Main Street, Joplin, MO 64801
(Address of Owner)

hereinafter called OWNER, in the penal sum of Two Million Two Hundred Fifty-Four Thousand and 00/100 DOLLARS ($2,254,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20___, a copy of which is hereto attached and made a part hereof for the construction of:

Turkey Creek WWTF Equipment Building Addition

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original,

this the _____ day of _____,20____

ATTEST:

McClanahan Construction Co., Inc.
Principal

_____

By_____

(SEAL)
(Witness as to Principal)

P.O. Box 439, Rogersville, MO 65742
(Address)

_____
(Address)

_____

_____
(Surety)

ATTEST:

_____

_____
(Surety) Secretary

Attorney-in-Fact

(SEAL)
(Witness as to Surety)

_____

_____

_____
(Address)

_____
(Address)

_____

_____

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION 00 61 13.13

SECTION 00 61 13.16 – PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

McClanahan Construction Co, Inc.
(Name of Contractor)

P.O. Box 439, Rogersville, MO 65742
(Address of Contractor)

a corporation (Corporation, Partnership, or Individual) hereinafter called

Principal, and _____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto City of Joplin, Missouri
(Name of Owner)

602 S. Main Street, Joplin, MO 64801
(Address of Owner)

hereinafter called OWNER, in the penal sum of Two Million Two Hundred Fifty-Four Thousand and 00/100 DOLLARS ($2,254,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER,

dated the _____ day of _____ 20__, a copy of which is hereto attached and made a part hereof for:

Turkey Creek WWTF Equipment Building Addition

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed on such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligations on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each of which shall be deemed an original, this the

_____ day of _____ 20___.

ATTEST:

_____
(Principal) Secretary)

(SEAL)

_____
Witness to Principal

_____
(Address)

_____

McClanahan Construction Co., Inc.
(Principal)

By_____

P.O. Box 439
(Address)

Rogersville, MO 65742

_____
(Surety)

ATTEST:

By_____
(Attorney-in-Fact)

_____
Witness to Surety

_____
(Address)

_____
(Address)

_____

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

END OF SECTION 00 61 13.16

COUNCIL BILL NO. 2023-103 **ORDINANCE NO.**

AN ORDINANCE approving a construction agreement with McClanahan Construction, Inc. in the amount of Two Million, Two Hundred Fifty-Four Thousand and no/100 Dollars ($2,254,000.00) for the Turkey Creek Wastewater Treatment Facility (WWTF) Equipment Building and miscellaneous projects, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the said agreement by and between the City of Joplin and McClanahan Construction, Inc. in the amount of Two Million, Two Hundred Fifty-Four Thousand and no/100 Dollars ($2,254,000.00) for design of the Turkey Creek Wastewater Treatment Facility (WWTF) Equipment Building and miscellaneous projects; 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 City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached agreement, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Wastewater Fund.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2023 by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2023-103

I hereby certify that a sufficient amount is available in the Wastewater Fund to pay the amounts called for on the basis of the Work Authorization received by the City Engineer.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-604 – Rules and Regulations (Employee Handbook)

MEETING DATE:
March 20, 2023

ORIGINATING DEPARTMENT:
Human Resources/Risk Management

REVIEWED BY:
Director of Human Resources/Risk Management – Michelle Ducre
All City Department Directors
FOP and IAFF Representatives
Personnel Board
Director of Finance – Leslie Haase
City Attorney – Peter Edwards
Assistant City Manager – Tony Robyn
City Manager – Nick Edwards

FUNDING SOURCE:
General Fund

SUMMARY REQUEST:
Approval of the revised Rules and Regulations (Employee Handbook) as approved by the City of Joplin Personnel Board at the March 2, 2023 meeting.

BACKGROUND:
The City has not updated its Rules and Regulations in more than fifteen (15) years. The Council authorized funding for Segal to work with City Administration and staff to update the rules and regulations in compliance with the City Charter, and State and Federal employment laws.

PUBLIC COMMENT:
There was no public comment in opposition or in favor.

RECOMMENDATIONS:
Staff recommends approval of Council Bill 2023-604.
Personnel Board recommends approval of the revised Rules and Regulations (3 in favor, 1 opposed concerning public disciplinary hearings by Personnel Board)

ATTACHMENTS:
List of Rules and Regulations Revisions
Revised Rules and Regulations (Employee Handbook)
Personnel Board Minutes

EMPLOYEE HANDBOOK

Updated February 2023

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I hereby certify that I have received and read the City of Joplin's Employment Handbook and agree to abide by the policies and procedures contained herein. I understand my rights regarding reporting harassment, discrimination, safety and other policy violations without retaliation. I understand that violations of the policies will result in disciplinary action, up to and including termination of employment.

Employee Name (Print)	Department
Employee Signature	Date

Section 1
Introduction to
Working at Joplin

Welcome to the City of Joplin team! This Employee Handbook is a resource for current and new employees, and provides an overview of who we are, what we stand for, and rules of the workplace. Should you have any questions about the handbook contents, contact your Department Director or Human Resources in person or via email at hr@joplinmo.org .

Joplin's Vision

Joplin, built on generations of people with grit and determination, is a regional hub at the crossroads of America. Our diverse community, visitors, and employers thrive because of our healthy lifestyles, exceptional neighborhoods, lifelong learning opportunities, and cultural & recreational amenities. Our community benefits from world-class health care, reasonable cost-of-living, and economic opportunity for all.

Together we are ready for anything!

Ad Omnia Parata

Culture & Community Values

At Joplin, we value respect, empathy, and professionalism towards colleagues and the community we serve. We strive for a culture of open and transparent communication, employee and community engagement, and rewarding work that builds a strong and vibrant community. During your career with the City, we provide opportunities for professional development, community service, and recognition for a job well done. We respect the opinions of everyone on our team and actively listen to ideas and input. We also set the bar high for ethical behavior and strive to protect employees, our community, and the reputation of our City.

Joplin's Goals

As part of a community listening tour with Joplin residents, the City has adopted the following priority goals:

- Improve community appearance
- Address declining neighborhoods
- Increase economic opportunities for all
- Address homelessness
- Reduce crime and increase safety
- Create and grow resilient revenue

About This Handbook

The employee handbook is designed to provide you with important information regarding employment policies and procedures, salary and benefits, safety, expectations of you as an employee, your responsibilities to your job, and City of Joplin services and programs available to you. Please carefully read the contents of the handbook, as it is a reference to help you navigate your career.

This handbook supersedes all former memorandums, handbooks and policies issued by the City. The City reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time, and will notify employees of such changes. All such revisions, deletions, additions, or amendments to the Employee Handbook must be in writing and must be signed by the City Manager. No oral statements or representations can change the provisions of this Employee Handbook.

No section of this handbook is meant to be construed, nor should be construed, as establishing anything other than an employment-at-will relationship, nor does it limit management's discretion to make employment decisions such as reassignment, change of wages and benefits, change of employment status, etc.

If any provisions of the City of Joplin Employee Handbook conflicts with any provisions of any Labor Agreement currently in effect, the provisions of the Labor Agreement shall be controlling. To the extent the provisions of the City's Employee Handbook do not conflict with the provisions of any Labor Agreement currently in effect, the Employee Handbook shall be enforceable and controlling.

Equal Employment Opportunity

The City of Joplin is an equal employment opportunity employer. In compliance with state and federal laws, we will not discriminate against anyone, including those who are recognized as a "protected class" based on race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), parental status, national origin, age, disability, genetic information (including family medical history), political affiliation, military service, or other non-merit-based factors. This policy applies to all areas of employment, including recruitment, hiring, training, promotion, compensation, benefits, transfer, disciplinary action, and social and recreational programs.

We will also make reasonable accommodations in accordance with applicable laws for an employee's religious beliefs and practices. Employees may request leave time for themselves or immediate household family members who are a victim of domestic violence, sexual assault, or stalking. Requests for accommodation should be made in writing to Human Resources within forty-eight (48) hours or as soon as possible. The City may require documentation of the need for the accommodation.

It is the responsibility of every employee, at all levels, to conscientiously follow this policy.

The City also prohibits discrimination or retaliation against an employee by reason of any action taken by the employee to invoke or assist in any manner the enforcement of the Missouri Equal Pay Act. Moreover, we do not prohibit an employee from, as permitted by law, disclosing his or her wages, inquiring about another employee's wages, or aiding or encouraging any other employee to exercise these rights. Please refer to the Policy Against Sexual Harassment and Other Forms of Harassment and Discrimination for instructions on how to report discrimination or retaliation.

Americans with Disabilities Act (ADA) and Reasonable Accommodation

It is the City's policy that no program or activity administered by the City shall exclude from participation, deny benefits to, or subject to discrimination any qualified individual by reason of his or her disability as defined under state and federal laws.

Requests for accommodation shall be made in writing to Human Resources. The City may require medical certification of both the disability and the need for accommodation.

The City will make a good faith effort to review and, if feasible, provide reasonable accommodations; however, we may decline an employee's request for the following or other reasons cited by the Office of Disability Rights:

- the employee cannot or refuses to provide medical documentation of a qualifying disability;
- the accommodation will not enable the employee to perform essential job functions;
- the accommodation request poses a significant or direct threat to health and safety;
- the accommodation otherwise creates an undue hardship on the operations of the City and there is no alternative reasonable accommodation.

No Harassment

The City of Joplin is committed to providing a work environment that is free from all types of harassment and bullying. Therefore, we prohibit harassment of, or harassment from, an applicant, employee, intern, or third party for any reason based upon sex (including same sex) and/or gender; gender identity and/ or gender expression; sexual orientation; race; color; ancestry; religion; religious creed; genetic information; national origin; registered domestic partner status; and military or veteran status; pregnancy, childbirth, or related medical conditions; age (40 and older); marital status; disability; citizenship status; service member status; or any other category protected under applicable federal, state, or local law. Included in the definition of each protected category is the perception of membership in a protected category and an individual's association with an actual or perceived member of a protected category.

Additionally, Joplin does not tolerate abusive conduct or bullying toward any person in the workplace. This includes conduct in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to the City's legitimate business interests. Abusive conduct includes, but is not limited to, repeated infliction of verbal or written abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Harassment encompasses a wide range of conduct, all of which cannot be listed in this handbook.

This policy applies to all areas of employment, including recruiting, hiring, training, promotion, compensation, benefits, evaluation, transfer, disciplinary action, and community, social, and other activities/programs at which you represent the City. The no harassment policy also applies to interactions with non-city personnel. It is the responsibility of every employee, at every level, to conscientiously follow this policy.

Citizens, customers, vendors, elected and appointed officials, and other third parties doing business with the City or on the City's premises have the same responsibility. It is the responsibility of each employee to become fully informed of the provisions of this policy and ensure individual compliance. Any supervisor or member of management to whom discrimination is reported or who otherwise becomes aware of harassment, whether by personal observation, or from a co-worker, subordinate, peer, supervisor, any member of management, or non-employee doing business on the premises, is responsible for taking immediate steps to end the discriminatory practice and/or for reporting the harassment to Human Resources.

No supervisor or other member of management has the authority to suggest to any applicant or employee that employment or advancement will be affected by the individual entering (or refusing to enter into) a personal relationship with the supervisor or manager, or for tolerating (or refusing to tolerate) conduct or communication that might violate this policy. This is also sometimes called Quid Pro Quo ("something for something") harassment. Such conduct is a direct violation of this policy.

Consistent with our Conflict-of-Interest policy, Joplin also prohibits romantic or sexual relationships between a manager or other supervisory employee and an employee who reports up to them, directly or indirectly. This includes dating, romantic relationships, flirting, fraternizing, or any other in-person or virtual conduct that is sexual in nature whether on or off duty.

Non-employees are also covered by this policy. We prohibit harassment, discrimination, or retaliation of our employees in connection with their work by non-employees. Immediately report any harassing or discriminating

behavior by non-employees, including contractor or subcontractor employees, or other personnel that share facilities or workplaces with Joplin employees, or whose work overlaps with that of Joplin employees. Any employee who experiences or observes harassment, discrimination, or retaliation should report it using the steps listed below.

Furthermore, we prohibit our employees from harassing citizens, vendors, suppliers, interns, independent contractors, and others doing business with the City.

HARASSMENT GENERALLY: If you have any questions about what constitutes harassing behavior or what conduct is prohibited by this policy, please discuss the questions with Human Resources. Harassment, whether sexual or based on another protected characteristic (discrimination) or neither, includes verbal, physical, and visual conduct that unreasonably interferes with an employee's work performance or creates an intimidating, offensive, or hostile working environment.

Examples of harassment include, but are not limited to, the following:

- Name-calling, slurs, demeaning remarks, jokes, gestures, negative stereotyping, threats, and intimidation that would reasonably be construed as hostile;
- Written or graphic material that denigrates or shows hostility or aversion toward an individual or group of individuals;
- Behavior that would reasonably be interpreted as patronizing and as undermining self-respect;
- A repeated act(s) by one employee that causes another employee(s) to feel reasonably threatened, bullied, or offended, after the offending employee has been asked to stop by the victimized employee, the offending employee's superiors, or any other employee of Joplin.

SEXUAL HARASSMENT: Sexual harassment is unlawful under both federal and Missouri state law and is expressly prohibited by the City of Joplin. Sexual harassment includes unwelcome sexual advances, requests for sexual favors or other visual, verbal, or physical conduct of a sexual nature. Any unsolicited, unwelcome, or offensive conduct that has sexual overtones is simply unacceptable in the workplace. Furthermore, sexually harassing conduct need not be motivated by sexual desire to violate this policy or the law.

NO RETALIATION: We also absolutely prohibit retaliation, which includes threatening an individual or taking any adverse action against an individual for (1) reporting a possible violation of this policy, or (2) participating in an investigation conducted under this policy.

WORKPLACE VIOLENCE: Violence by an employee or anyone else against an employee, supervisor, or member of management or customers will not be tolerated. If you receive or overhear any threatening communications from an employee or outside third party, report it at once. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee or visitor to our premises, contact an emergency agency (such as 911) immediately.

Violation of this policy will result in disciplinary action, up to and including immediate discharge.

Harassment, Discrimination & Retaliation Reporting & Investigation Procedure

If you have any concern that our No Harassment or Equal Employment Opportunity policies may have been violated by anyone, you must immediately report the matter. Due to the very serious nature of harassment, discrimination , and retaliation, you must report your concerns to one of the individuals listed below:

1. If Applicable, discuss or report actions to your supervisor or Department Head.
2. If you are not satisfied after you speak to your supervisor or Department Head, report concerns to the Director of Human Resources.
3. If you are not satisfied after you speak the Director of Human Resources, or if you feel that you cannot speak to them, discuss your concern with the City Manager or City Attorney.

It is the responsibility of supervisors and Department Heads who receive complaints of harassment, discrimination, or retaliation to immediately report the complaint to the Director of Human Resources or City Attorney, or to the City Manager if the complaint involves either of these two listed individuals.

Reports of discrimination, harassment or retaliation will be promptly investigated in an impartial manner. Information will be treated as confidential. It will be disclosed only when necessary to further the investigation and to resolve the complaint. The results of the investigation may be disclosed to the alleged victim, to the person alleged to have engaged in prohibited conduct, and as necessary to effect this Policy.

If the City determines that inappropriate conduct has occurred, prompt action will be taken to eliminate the offending conduct. When appropriate, the City will also impose disciplinary action, up to and including termination. The specific discipline imposed, if any, shall not be disclosed to anyone other than those necessary to enforce discipline.

The investigation will be documented, and we will advise the complaining party, as well as other individuals as appropriate, of the results of the investigation and whether appropriate corrective action has been taken.

You will not be penalized or retaliated against for reporting improper conduct, harassment, discrimination, retaliation, or other actions that you believe may violate this policy.

We will not tolerate any reprisals or retaliation against anyone who, in good faith, reports known or suspected prohibited harassment or discrimination, or for appropriately initiating, assisting, or participating in any discrimination or harassment investigation, action, or proceeding. Persons who violate this or any other Joplin policy are subject to discipline, up to and including discharge. We cannot resolve a potential policy violation unless we know about it and fully support those individuals who bring inappropriate behavior to the City's attention.

Open Door Policy

The City of Joplin has an open-door policy regarding performance, feedback, advancement opportunities, and problem solving. Please direct concerns to your supervisor, Department Head, Director of Human Resources, or City Manager. If there is something bothering you about your job, we want to know about the problem so we can find a way to solve it if possible. You will not be retaliated against for raising your concerns. Should you experience retaliation, contact Human Resources. That is our open-door promise to you.

Section 2
Employment and Pay

Categories and Classification of Employment

FULL-TIME EMPLOYEES regularly work at least a 30-hour work week, or a 56-hour work week for some fire department employees.

PART-TIME EMPLOYEES regularly work less than 30 hours each week. Part-time employees may not exceed 1,499 hours in a calendar year.

SEASONAL EMPLOYEES are employed on a temporary basis or for a “season”, regardless of their hours per week. Seasonal employees may not exceed 1,499 hours in a calendar year.

Part-time and seasonal employees are not included in the definitions of full-time employees, and they are typically not eligible for any employee benefits unless otherwise required by law or as specified in this Handbook.

In addition to the preceding categories, employees are also categorized as "non-exempt" or "exempt."

NON-EXEMPT EMPLOYEES are entitled to overtime pay as required by applicable federal and state law.

EXEMPT EMPLOYEES are not entitled to overtime pay and may also be exempt from minimum wage requirements pursuant to applicable federal and state laws.

Employees of the City are divided into classified and unclassified service as follows:

- Unclassified service shall include the City Manager, all Department Heads, the Municipal Court Judge, the City Attorney, the City Clerk, the Public Defender, part-time and seasonal employees.

- Classified service shall include all positions not specifically included in unclassified service. All positions in classified service shall be filled only in accordance with the merit system rules.

Performance and Promotion Process

Salary Administration Plan

The Salary Administration Plan is the City’s job classification system in which duties and responsibilities are defined and assigned to each job title. The purpose of the plan is to categorize the positions to allow for a fair and equitable manner in the processes of hiring, evaluating, and compensating employees. The positions are listed in the Salary Administration Plan according to the relative responsibilities, qualifications, working conditions, and other compensable factors.

The Salary Administration Plan consists of a number of pay grades containing a set number of steps within each grade. Each position is allocated to a category of work that is given a title and assigned to a pay grade. Dependent upon annual budget authority and approval, employees will progress through the steps through merit increases, progressing from one step to the next until the maximum step is reached. The Salary Administration Plan ensures that persons holding the same or similar positions in the City are compensated on an equal basis, except for pay differences resulting from years of service or longevity.

Any amendments or revisions to the Salary Administration Plan must be approved by City Council.

The Salary Administration plan is available for review online or by contacting the Human Resources Department.

Job Descriptions

Job descriptions provide a clear understanding of the responsibilities and duties of each position. Each approved position shall have an approved job description that sets forth the essential functions, education, experience, grade assignment and FLSA status, along with other job-related information. The Human Resources Department has a departmental policy that outlines the ongoing maintenance of job descriptions.

Anniversary Date

An employee's anniversary date shall be the month and day of their original full-time hire date. The effective date for an employee's merit pay increase shall be granted on their anniversary date. The anniversary date shall not change from the hire date as a result of status changes such as promotion, demotion, transfer, or reclassification. If an employee terminates employment and is rehired after a break in service, their anniversary date will change to their rehire date.

Employee Evaluations

The primary purpose of the employee evaluation is for supervisors to communicate with employees about their job performance. The evaluation helps outline how the employee is meeting the essential functions of their position. It provides an opportunity for the employee and the supervisor to have a conversation about expected goals and tasks, as well as any future training and development opportunities. The evaluation also provides a record of the employee's performance.

Department Heads and/or supervisors shall be responsible for completing employee evaluations for all full-time employees under their direction. During the employee's first year of employment, evaluations will occur at three (3) months, six (6) months and one (1) year. Full-time employees with one (1) year or more of service shall be evaluated annually on their anniversary date. The evaluation shall be confidential. An employee may make any written statement about their evaluation, which shall be a permanent part of the evaluation. The evaluation shall be returned to the Human Resources Department for review and placement in the employee's personnel file.

Eligibility for a Merit Pay Increase

A merit pay increase is positive recognition of increased effectiveness in consistently performing the duties of the position. A merit pay increase is granted through a step increase, which represents movement through the grade system. Merit pay increases are granted to employees to encourage continued good work. A merit pay increase is not automatic and may be granted based on merit if the general economic condition permits. An employee does not acquire any right to a pay increase due to length of service.

If merit step increases are funded and approved in the annual budget, employees shall be eligible to receive a step increase based upon meritorious service and performance. If an employee receives a satisfactory or better rating on their evaluation, the employee will be eligible to receive the merit step increase. An employee's merit increase shall be granted on their anniversary date. In the event an employee's pay falls between steps for any reason, the employee will move to the next closest step in addition to one more full step on their anniversary date.

An employee whose job performance is not satisfactory and does not consistently meet required standards of performance, measured by quantity and quality, shall not receive a merit pay increase. In these instances, the Department Head will work with the employee to develop an improvement plan.

Any type of unpaid leave of absence for less than thirty (30) days shall not delay or defer eligibility for a merit pay increase. If an employee takes unpaid leave for over thirty (30) days, the employee will not be eligible for a merit pay increase until the employee is returned to paid status and remains in paid status through their anniversary date of the year in which they return to paid status, except as otherwise provided by law. Paid leave status shall not delay or defer eligibility for a merit pay increase.

Inflation Adjustments

Based upon economic conditions, the City Council may approve an inflation adjustment to the Salary Administration Plan. An inflation adjustment moves the entire pay plan by the amount of the adjustment, which changes the steps within the pay plan. Accordingly, employees placed within the current pay plan may receive a pay increase in the amount of the inflation adjustment on the effective date. Any employee that may be paid above the maximum pay for the position's grade, will not receive any inflation adjustment until such time as the employee's pay falls within the current grade for that position.

An inflation adjustment is not automatic. An employee does not acquire any right to an inflation adjustment due to length of service. Inflation adjustments to the entire Salary Administration Plan assist in maintaining pay relative to economic conditions to continue competitive and attractive pay for recruitment and retention efforts.

Market Salary Study

The City shall complete a market salary study of the Salary Administration Plan at least every two (2) years. As a result of the market salary study, adjustments to the Salary Administration Plan may be necessary based upon economic conditions.

Compensation Philosophy

The City Council may adopt and maintain a compensation philosophy intended to provide a broad framework to guide decisions related to pay and to help employees, management, and citizens understand that framework.

Work Periods

An employee's work period is defined as the beginning and ending of several consecutive days or hours in which the employee is required to work.

For most City employees, the standard working hours are 8:00 am to 5:00 pm. However, given the nature of work completed by some departments, it is expected that certain employees may be required to be available outside of typical office hours on a regular or intermittent basis.

Certain positions, as established by federal law are exempted from overtime under the Fair Labor Standards Act (FLSA). Joplin's Salary Administration Plan lists the approved exempt positions, which is available in the Human Resources Department and online.

FLSA cycles determining when overtime pay is required for the different groups of employees is detailed in the overtime and FLSA cycle section below.

Time Tracking and Overtime

All non-exempt employees are required to keep a record of their hours worked and leave time taken. Exempt employees are required to keep a record of any time off for any regularly scheduled full workday. Care should be taken to keep an accurate record of your hours worked. If for any reason you fail to record your time correctly, notify your supervisor immediately so that the error or omission can be documented and corrected. Non-exempt employees are not allowed to work off the clock or volunteer to perform job duties off the clock.

Overtime and FLSA (Fair Labor Standards Act) Cycles

When required due to the needs of the City, employees may be asked to work overtime. Overtime is actual hours worked in excess of the employee's defined FLSA cycle. Non-exempt employees will be paid overtime compensation or granted compensatory time at the rate of one and one-half (1½) times their regular rate of pay. Any paid leave time, such as holiday, vacation, sick, bereavement time, and jury duty, etc. does not apply toward hours worked for overtime calculations. All overtime work must be approved in advance by the Department Head.

FLSA cycles are defined as follows:

For general non-exempt City employees: Actual hours worked that exceed forty (40) hours during a seven (7) day work period. The work period begins on Saturday and ends on Friday.

For sworn police officers: Actual hours worked that exceed eighty (80) hours during a fourteen (14) day work period. The work period begins on Saturday and ends on Friday.

For 56-hour fire department employees: Actual hours worked that exceed two hundred twelve (212) hours during a twenty-eight (28) day work period.

Consult with your supervisor, the Human Resources Department, or the Finance Department for more details regarding overtime for your individual case.

Compensatory Time (Comp Time)

Compensatory time (Comp Time) may be earned in lieu of actual overtime pay for non-exempt employees. Comp time earned is calculated in the same manner as overtime pay described above. Comp time may be accrued to be used as paid leave time at a later date by employees.

The maximum comp time which may be accrued by any non-exempt employee shall be 480 hours for those engaged in public safety and emergency response within the police and fire department, and 240 hours for all other employees. An employee who has accrued the maximum number of compensatory hours shall be paid overtime compensation for all additional overtime hours of work. Individual departments will be allowed to establish a lesser limit of maximum compensatory hours subject to the approval of the City Manager.

An employee shall be permitted to use accrued comp time within a reasonable period after it is accrued, if to do so would not unduly disrupt the operations of the department. Any accrued comp time balance is paid when employment with the City is terminated for any reason.

Pay Periods and Payroll Process

Pay days shall be every other Friday for the two-week work period ending on the previous Friday. When the normal pay day shall fall on an authorized holiday, the pay day will be on the last workday prior to the holiday.

Your first paycheck will be a paper check and distributed by your Department. Subsequent paychecks will be deposited into your bank account via direct deposit unless you require a paper check instead. Paychecks will be released to the authorized department representative with appropriate signature. Or, paychecks will be released to the individual employee, in person, unless written authorization to do otherwise is given by the employee.

If an employee is involuntarily terminated, all City property must be returned prior to release of the final paycheck. Final paychecks for involuntarily terminated employees will be picked up by the employee in the Human Resources Office or mailed to the address on record.

Paycheck Deductions

Joplin is required by law to make certain deductions from your paycheck each pay period. Such deductions typically include federal, state, and Social Security (FICA) taxes. Depending on which benefits you choose, there may be additional deductions. All deductions and the amount of the deductions are listed on your pay stub. These deductions are totaled each year for you on your Form W-2, Wage and Tax Statement. When an employee's wages are garnished by a court order, Joplin is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck. Joplin will honor applicable federal and state guidelines that protect a certain amount of an employee's income from being subject to garnishment.

Call Back

Any employee who is called in to duty after having left work, during a time when the employee is not regularly scheduled to work, excepting court appearance, and does not receive at least a twenty-four (24) hour notification of such a change in work schedule, shall be paid at the rate of one and one-half (1½) times for each hour so spent on duty. Call back periods shall not be less than three (3) hours in length. The employee's duty time shall start when the employee actually reports for duty and end when the employee is released from duty.

In the instances of employer-required court appearance(s), the twenty-four (24) hour notification requirement shall not apply; however, the affected employee shall be paid at the rate of one and one-half (1-1/2) times for each hour so spent. Call back periods due to court appearance(s) shall not be less than two (2) hours in length.

If an employee is called in to work more than once during the same off-duty period, the employee shall not receive the guaranteed minimum two (2) or three (3) hours of callback if the subsequent callback period is within the hours for which the employee has already been compensated. If an employee is called in to work early or held past the end of a shift and works continuously through the beginning or end of his/her regularly scheduled work hours, this is considered hold over and the two (2) or three (3) hour minimum does not apply.

In those instances where an employee is called back to work to rectify his/her own error or omission that cannot wait until the employee's next shift, the two (2) or three (3) hour minimum does not apply. In such instances, the employee shall be compensated for the exact hours worked at the appropriate rate.

Hold Over

When a situation arises that would prevent an employee from completing the work assignment for that day and the employee is required to remain on the job site to complete or attempt to complete the work assignment, the time worked shall be counted as normal working hours and shall be used to calculate total hours worked in completing the designated work period. If an employee is called in to work early and works continuously through their regularly scheduled work hours, the time worked shall be counted as normal working hours and shall be used to calculate total hours worked in completing the designated work period. If the hours worked in the designated work period are in excess of the approved FLSA cycle, then this time shall be calculated at one and one-half (1½) times the regular hourly rate.

On Call Time

On Call Time is when an employee must remain available to be called back to work on short notice for emergency responses. This on call status shall not prevent an employee from coming and going freely within the normal daily routine as long as they can fulfill the response time criteria as established by the department. It is necessary to leave a telephone number where the on-call employee can be reached if they are away from their normal point of contact.

This on call time shall be compensated at the rate of one (1) hour of pay at time and one-half (1½) per day for the days on call and shall be payable only for the days an employee is not called out to work. This compensation shall be in the form of pay or compensatory time off.

Stipends

Stipends for supplemental job duties and/or skills may be approved by the City Manager, upon joint recommendation of the affected Department Head, the Director of Human Resources, and the Finance Director. Such stipends shall be used to compensate for required additional duties substantially beyond those normally required of an employee in a particular classification, but not of such magnitude to justify reallocation to a different job classification, and/or significant supplemental skills not typically required of every employee in a particular position.

Stipends shall not be included in the employee's base salary and, if duty based, shall be removed immediately upon termination of the assignment of the supplemental duties. In no instance shall a stipend be considered as an entitlement or permanent component of the compensation of a particular position.

Nothing herein shall be construed as limiting management's authority to assign City employees temporarily to different or additional work duties and responsibilities for the purpose of responding to emergencies or necessary special, limited time assignments without stipend.

Out of Classification Pay

A full-time regular employee who is temporarily assigned by the City Manager or a Department Head to fully perform the normal, ongoing duties of and accept the responsibilities of a position in a higher classification for a qualifying period shall be paid five (5%) percent over his/her current pay rate or the minimum of the higher position's pay grade, whichever is higher, retroactive to the first day of the assignment. In no instance shall the out of classification pay exceed the maximum of the pay range for the higher classification. Out of classification pay shall cease immediately upon the return to full- or part-time duty of the incumbent in the higher classification or the appointment of a new incumbent to the higher classification. No employee may be compensated for more than six (6) months of out-of-class work for any one assignment, unless approved by the City Manager as an extension of time.

Department Heads must notify Human Resources, in writing, prior to the beginning of out of class pay. Failure to do so, will result in denial of out of class pay, and out of class pay will not be retroactive.

Qualifying period shall be at least six (6) consecutive work shifts or longer for all city employees other than 56-hour Fire Department employees. The qualifying period for 56-hour Fire Department employees shall be three (3) consecutive work shifts or longer. An employee's work shift shall be defined as his/her typical daily period of work or duty and may vary from eight (8) to twenty-four (24) hours. Due to the nature of out of classification assignments for 56-hour Fire Department employees, the use of sick, vacation or floating holiday leave during the qualifying period by the employee working out of classification will not count as part of the qualifying period, which will begin anew after such a break.

The status of the employee under the Fair Labor Standards Act (FLSA) will not change while they are in a work-out-of-class assignment. A nonexempt employee will continue to be nonexempt under the Act and an exempt employee will remain exempt. The City may create new job classifications; however, an employee who claims that they were working in a higher classification prior to the effective date of a newly established job classification will not be eligible for out of class pay when the new job classification describes essential duties that were previously and correctly allocated to another classification.

Nothing herein shall be construed as limiting management's authority to assign City employees temporarily to different or additional work duties and responsibilities for the purpose of responding to emergencies or necessary special, limited time assignments.

Longevity Pay

To reward employees for dedicated service to the City, Joplin provides Longevity pay to full-time employees. Longevity pay is based exclusively on years of unbroken continuous service.

Continuous service shall be defined as uninterrupted period of service with the City that is not marked by resignation, dismissal, unauthorized or unexcused absenteeism, or similar circumstances.

Compensation for the continuous number of years of service shall commence from the date of employment of the last unbroken period of employment for the number of years serviced set forth as follows:

- Employees with an annual base salary excluding longevity of less than $30,000:

After 5 years through 10 years	$ 300 per year
After 10 years through 15 years	$ 600 per year
After 15 years through 20 years	$ 900 per year
After 20 years through 25 years	$1,200 per year
After 25 years through 30 years	$1,500 per year
After 30 years through 35 years	$1,800 per year
Each 5-year period thereafter	an additional $300 per year

- Employees with an annual base salary excluding longevity of $30,000 or greater:

After 5 years through 10 years	1% of annual salary
After 10 years through 15 years	2% of annual salary
After 15 years through 20 years	3% of annual salary
After 20 years through 25 years	4% of annual salary
After 25 years through 30 years	5% of annual salary
After 30 years through 35 years	6% of annual salary
Each 5-year period thereafter	an additional 1% of annual salary

Section 3
Employee Benefits

Employee Benefits

The health and well-being of our employees is our top priority. Joplin offers a comprehensive set of employee benefit programs for employees to utilize.

This Employee Handbook briefly describes the current benefit plans maintained by Joplin. Please refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling. Certain benefits may not be available based upon the Categories of Employment as previously described in Section 1.

The City reserves the right to modify and/or terminate its benefits at any time, and we will always keep you informed of any changes.

Insurance Benefits

The City of Joplin offers the following insurance benefits to full-time employees who average thirty (30) hours per week or more: health, dental, vision, flexible spending, life and long-term disability insurance.

For health insurance, eligible full-time employees may enroll in single or family (spouse and/or dependents) coverage.

Single employee medical premiums are paid in full by the City of Joplin. The City and employees share in the cost of dependent premiums, which are paid monthly in advance. Dental coverage is also available where the City and employees share in the cost of coverage for single and family coverage. Vision coverage is completely voluntary. Employees may enroll in single, family, spouse, and child options, paid in full by the employee.

The City also provides life insurance coverage valued at one and one-half times (1 ½) the annual base salary at no cost to the employee. Employees have the option to purchase additional life insurance coverage as set forth in the additional coverage information. Finally, the City provides long-term disability coverage.

Flexible Spending Accounts (FSAs) are reimbursement accounts that allow you to pay for certain eligible health and dependent childcare expenses with tax-free dollars. The Internal Revenue Service (IRS) determines the maximum annual contribution limits and types of eligible expenses and required receipts/reporting that must be submitted by employees to the FSA benefit administrator through the benefits portal. The election contribution is for the entire year and can only be changed under special circumstances approved by the IRS. Funds not utilized by the end of the calendar year (December 31st) will be forfeited. Employees may submit qualified expenses incurred through December 31st for reimbursement by March 31 of the following year.

Benefits coverage begins on the first day of the month following the employee's hire date. If an employee is hired on the first day of the month, their insurance benefits will begin on that day.

Employees may be eligible for special enrollment periods: annual open enrollment or when you experience a qualifying life event (QLE). For QLEs, you have 60 days to enroll in coverage. There are four (4) basic types of qualifying events. Some examples are below – for a complete list, click on the qualifying life event link:

1. Loss of health coverage (if you or your dependents lose coverage) / gain eligibility for Medicare
2. Household changes (marital status change, birth or adoption, death of dependents or employee)
3. Changes in residence (new home in a new zip code or county …)
4. Other qualifying events (becoming a US citizen, gaining membership in a federally recognized tribe)

Detailed information and enrollment forms may be obtained through Human Resources. Refer to the actual plan document and summary plan description if you have specific questions regarding insurance coverage. Those documents are controlling and are available to view online.

Upon discharge you may be entitled to continuation of the group medical insurance plan in accordance with the terms of the policy and/or applicable state and federal Consolidated Omnibus Budget Reconciliation Act (COBRA) laws. You may also be entitled to convert or port life insurance coverage.

Retirement Benefits and Voluntary Supplemental Retirement Programs

Joplin offers a city provided retirement benefit and voluntary supplemental retirement programs for all eligible employees, which are an excellent means of preparing for retirement outside of social security. General information on the City's retirement and voluntary supplemental retirement programs are listed below. For more information on retirement and supplemental plans, please contact the Human Resources Department.

Missouri Local Government Employees Retirement Systems (LAGERS)

Joplin provides a retirement benefit at no cost to employees. The retirement is a defined benefit program provided through the Missouri Local Government Employees Retirement System (LAGERS). The LAGERS plan is designed to be utilized by all eligible City employees. To be eligible for the plan, an employee must work at least 1,500 hours annually for the City. There are two (2) separate LAGERS plans for the City, depending upon the covered group of employees. One plan covers general employees, and one plan covers sworn police personnel as well as 56-hour fire department employees.

Eligibility begins the first of the month following six (6) consecutive months of employment.

This plan provides several benefits for which the employee will not be required to contribute and make payments to unless amended. This program is funded fully by the City of Joplin. If you have accrued at least five (5) years of accredited service, you are vested in the system and are entitled to a benefit based upon LAGERS plan regulations.

General employees are on the L-6 LAGERS plan and contribute to social security. This retirement benefit is in addition to social security benefits. Sworn police and 56-hour fire department employees are on the L-11 LAGERS plan and do not contribute to social security. As such, there is a different benefit calculation for each plan.

LAGERS L-6 for General Employees

General Employee benefits are calculated using the following formula:

Two percent (2%) X final average salary for the highest paid consecutive sixty (60) months of your last 120 months of service X years of accredited service equals (=) monthly benefit.

Some retirement benefits of this program are:

- Full retirement at age 60 and after completion of five (5) years or more of service.
- Early retirement option at age 55 after completion of five (5) years or more of service at a reduced calculation not shown here.

LAGERS L-11 for Sworn Police and 56-hour Fire Department Employees

Sworn police and 56-hour fire department employee benefits are calculated using the following formula:

Two and one-half percent (2.5%) X final average salary for the highest paid consecutive sixty (60) months of your last 120 months of service X years of accredited service equals (=) monthly benefit.

Some retirement benefits of this program are:

- Full retirement at age 55 after completion of five (5) years or more of service
- Early Retirement option at age 50 after completion of five (5) years or more of service at a reduced calculation not shown here.

For complete retirement information, such as retirement benefit options, early retirement, disability or death benefits under LAGERS, please visit the LAGERS website at www.molagers.org or the Human Resources Department. When employees begin considering retirement or if an employee is thinking of leaving the City's service with a vested interest, it is highly recommended that you consult with LAGERS or the Human Resources Department for a full and detailed description of the benefits available through LAGERS.

Other Voluntary Supplemental Retirement Programs

Public sector employees are also able to participate in supplemental 457 retirement programs. The approved providers are Mission Square, formerly known as International City Management Association Retirement Corporation (ICMA-RC) and Nationwide. Mission Square is a non-profit tax-exempt organization specializing in retirement plans for local government employees. Both providers offer either a tax-sheltered option or a Roth option. Supplemental retirement is administered through payroll deduction over twenty-four (24) pay periods. Contact the Human Resources Department for details regarding these programs.

Holidays

The following is a list of the paid holidays for full time employees other than 56-hour Fire Department employees:

New Year's Day	January 1
MLK Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
Floating Holiday (2)	Mutually convenient for the employee and Department Head

56-hour fire department employees do not receive set holidays.

Full-time employees required to work on holidays shall receive an equal number of workdays off (compensatory time) with regular pay or be paid for the holiday and the actual hours worked.

Part-time and seasonal employees are not eligible for paid holidays.

Joplin is supportive of employees who observe religious holidays other than Christmas. Please let your supervisor know if you wish to utilize a floating holiday to observe a holiday in addition to Christmas.

If a holiday falls on a Saturday, the holiday will be observed on the preceding Friday. Holidays falling on a Sunday will be observed on the following Monday.

Floating Holidays

Eligible full-time employees other than 56-hour fire department employees receive two (2) eight-hour floating holidays granted annually on a fiscal year basis. Employees will accumulate floating holidays that are immediately available under the following schedule:

Hire Date	Floating Holidays
November 1 to April 30	16 hours
May 1 to July 31	8 hours
August 1 to October 31	None for that calendar year

Floating holidays may not accumulate from one fiscal year to the next and will be lost if not used by October 31. Earned but unused floating holidays prior to October 31 shall be payable upon separation from City service.

Floating Holidays for 56-hour Fire Department Employees

Eligible 56-hour Fire Department employees receive six and one-half (6.5) twenty-four (24) hour floating holidays (156 hours) granted annually on a calendar year basis. The usage of this time is based upon seniority and will be in periods of whole or half shifts. 56-hour Fire Department employees will accumulate floating holidays in 24-hour shifts, with leave immediately available under the following schedule:

Hire Date	Floating Holidays # of 24 hour shifts
January 1 to April 30	6.5
May 1 to August 31	3
September 1 to December 31	None for that calendar year

56-hour fire department employees may not retain more than twenty-three (23) hours of total floating holiday leave accrual at the end of any calendar year. Any unused floating holiday balance above 23 hours will be lost if not used by December 31. Earned but unused floating holidays prior to December 31 shall be payable upon separation from City service.

Vacation

All full-time employees are eligible to accrue vacation. Vacation accrual rates are determined by length of continuous service. The following schedule will determine the number of hours earned per month and yearly. Vacation accruals are earned on the last day of each month based on the accrual schedule below. New hires will not be eligible to take vacation until they have accrued one (1) full day of vacation and cannot take more vacation days than have accrued.

We ask that you submit vacation requests as early as you can. When possible, vacation requests are granted, taking into account operating requirements. Length of employment may determine priority in scheduled vacation times.

Vacation time is granted to employees as a benefit to help ensure employees are getting regularly scheduled time off, which is important to the well-being of our employees along with the organization. The City encourages employees to utilize their annual vacation time. In the event the vacation time is not used, employees may accumulate vacation time up to the maximum accrual amounts shown in the above tables based upon the years of service and position type. If an employee reaches the maximum accrual level no additional vacation time will be earned.

Upon termination of employment, eligible employees who have worked at least six (6) months will be paid for accrued but unused vacation with their final paycheck.

Vacation for Police and General Employees

Length of Service	Monthly Accrual	Annual Accrual	Maximum Accrual
0-9 years	6.67 hours	80 hours	160 hours
9-14 years	10 hours	120 hours	240 hours
14+ years	13.33 hours	160 hours	240 hours

Vacation for 56-hourFire Department Employees

Length of Service	Monthly Accrual	Annual Accrual	Maximum Accrual
0-9 years	10 hours	120 hours	240 hours
9-14 years	14 hours	168 hours	336 hours
14+ years	18.67 hours	224 hours	336 hours

Sick Leave

Employees, other than 56-hour fire department employees, will accrue sick leave at the rate of eight (8) hours per month of service. 56-hour fire department employees will accrue sick leave at a rate of twenty-four (24) hours per month. Sick leave may be utilized in fifteen (15) minute increments.

Sick leave can be used:

- For the purpose of receiving medical care, treatment, diagnosis, or preventive care;
- If the employee is exhibiting symptoms from any ailment or illness;
- To provide care or assistance to an immediate family member, when such family member is ill, injured or receiving medical care, treatment or diagnosis or preventative care; Immediate family members include spouse, parents, siblings, children, including step and half-relations for these mentioned family members, or any other relative living with the employee;
- If the employee is a victim of domestic violence, sexual assault or stalking and needs time off for medical reasons or other reasons related to the employee's physical or mental health, safety, and welfare and/or that of the employee's dependents.

If an employee exhausts their sick leave accrual and other available accrual time, any subsequent sick leave will be unpaid. An employee may be eligible to apply for Care Leave as set forth below, in the event of a life-threatening or catastrophic illness or injury.

The value of any accrued and unused sick leave will not be paid to employees at the end of each year or at the end of an employee's employment with the City. Joplin requires employees, when possible, to provide reasonable notice for the use of paid sick leave. Appropriately used sick leave will not be considered when determining whether an employee has excessive absences from work.

Incentive for Perfect Attendance: Sick Leave Buyback for 2,080-hour employees

Eligibility:

If no sick leave is used during a six-month period, an employee shall be allowed to either receive pay for eight hours or an eight-hour day off with pay as a reward for perfect attendance. Employees will be allowed to make the election for pay or an additional day off for each six-month period of perfect attendance. Employees in certain departments may be required to take pay during those times when manpower scheduling dictates, at the sole discretion of the Department Head. This benefit will be subject to applicable federal and state taxes. The six-month period is defined as November 1 to April 30 and May 1 to October 31, thereby granting up to two eight-hour (8) days per fiscal year. The employee's sick leave balance will be reduced by eight (8) hours for this benefit.

For the purposes of being eligible to receive this incentive, two occurrences of sick leave usage will not apply in determining perfect attendance:

1. Funeral leave for family members as set forth in this handbook;
2. Scheduled doctor or dental appointments (employees will be allowed a total of four (4) hours for each defined six-month period for these appointments)

Usage:

Election of a day off with pay: All employees, regardless of the number of hours typically worked in a shift, will be granted eight (8) hours of sick leave per day of sick leave buyback used. Employees working shifts other than eight hours per day will be allowed to apply their accrued vacation leave, floating holiday leave, or compensatory time off if they wish to be compensated for hours beyond the eight hours granted, up to the actual number of hours comprising the shift. If an employee elects a day off, it must be approved by the supervisor and the day must be used within the next six-month period.

Election of Cash for One Day:

All employees, regardless of the number of hours typically worked in a shift, will be compensated for eight (8) hours at their regular rate of pay per day of sick leave buyback for which they elect to receive payment.

Incentive for Perfect Attendance: Sick Leave Buyback for 2,912-hour employees

For fire department employees who work 2,912 annually, the eligibility, usage and elections for the sick leave buyback incentive are the same as set forth above for 2,080-hour employees, except the incentive amount is for twenty-four hour increments rather than eight-hour increments.

Care Leave Program

Joplin operates a Care Leave Program designed to provide supplemental paid leave to employees who have exhausted all their accrued leave time (including vacation, holiday, sick, and compensatory time) due to a personal illness or injury which is life threatening or catastrophic. The requesting employee or designee will be responsible for obtaining the doctor's certificate and completing paperwork to be submitted, for the leave provided herein, to the Care Leave Committee created under this policy, then contact Human Resources.

Employees with excessive absences or who abuse leave time are not eligible for Care Leave. A denial of Care Leave by the Care Leave Committee is not a denial of any right, and therefore the requesting employee may not appeal the decision to the City's Personnel Board. Nothing contained herein shall limit or add to the rights of an employee under the Family and Medical Leave Act.

Any full-time employee no longer on probation shall be eligible for Care Leave under the program as follows:

- The requesting employee is not on unpaid disciplinary status during the period requested for Care Leave;
- The requesting employee has exhausted all their accrued leave;
- The requesting employee has experienced a personal injury or illness (to himself/herself or an immediate family member) which is life threatening or catastrophic;
- The requesting employee need not have contributed to the Care Leave fund to be eligible for Care Leave;
- There are available hours in the Care Leave pools; and
- The requesting employee has not abused or misused sick leave in the past calendar year. Human Resources and the Finance Department will review the employee's sick leave usage Department Head and report the findings to the Committee.

Catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee and requires them to take time off from work for an extended period (a minimum of ten (10) consecutive workdays) and creates a financial hardship for the employee because they have exhausted all sick leave and other paid time off. To be defined as catastrophic, an illness or injury must be seriously incapacitating, of extended duration, and require the services of a licensed health care provider.

Care Leave Sick Time Donations

Any employee may donate accrued sick leave into the Care Leave pool for use by other City employees. Sick leave contributions must be donated at a minimum of four (4) hours and maximum of forty (40) hours per calendar year.

Fire Department employees wishing to donate must donate a minimum of twelve (12) hours. The maximum donation for Fire Department employees is seventy-two (72) hours per calendar year.

Employees may donate to the Care Leave pool by submitting a Care Leave Donation form to Human Resources. Contributions made to Care Leave shall not subsequently be returned to the donor.

Care Leave Requests

An eligible employee or a designated representative, i.e., spouse, or an immediate relative or legal guardian, may request Care Leave from the pool by submitting a Care Leave Request Form to Human Resources. Human Resources shall, upon receipt, forward a copy to the Care Leave Committee. A physician's statement, describing the illness or injury, must accompany the request for Care Leave and must include the diagnosis of the illness or injury, and a prognosis, including the estimated needed time away from work and whether the employee can work a modified work schedule. It should also state whether the short-term disability will be permanent. If the disability is permanent, Human Resources will work closely with the employee to discuss the employee's application for long-term disability benefits and/or LAGERS disability options. Any failure to comply with these procedures may result in the denial of the Care Leave request based upon a finding of noncompliance.

The Care Leave Committee shall consider the following criteria in the awarding of Care Leave:

- The amount of Care Leave the employee is eligible to receive will be based upon a physician's statement containing the medical diagnosis and prognosis. The maximum amount of Care Leave an employee may receive is 180 calendar days per qualifying illness or injury but shall be awarded in 30-day increments.
- The committee shall determine the amount of leave to be allocated to any recipient by ascertaining the recipient's proportionate share from the pool balances available during the awarding period and the number of eligible recipients, provided no recipient exceeds the maximum amount provided under the policy.
- The Care Leave Committee has the right to require an updated medical statement no less than every 30 days from an employee as needed to fulfill the purposes in this policy.

- Any amount of Care Leave granted for the month, but not needed, will be returned to the pool.
- Employee may continue to accrue vacation, sick leave or holiday credits while using donated leave. All accrued time, on the books, must be exhausted before the Care Leave will cover the leave time.
- An employee who uses Care Leave from the pool is not required to pay back the time received to the Care Leave Fund.

Employee Assistance Program (EAP)

The City offers a sponsored Employee Assistance Program (EAP) designed to provide employees and their family members with six (6) free professional and confidential services and consultation that can help improve their quality of life. After six sessions, employees are responsible for the costs of future sessions. Some of the personal concerns for which assistance is available include, financial, legal, marital, emotional, alcohol or drug abuse. For more information on the Employee Assistance Program, please contact Human Resources.

Citizenship Leave

JURY DUTY AND WITNESS LEAVE

Employees summoned for jury duty or who have been subpoenaed to appear as a witness are granted leave to serve, provided they give reasonable advance notice to their supervisor. Joplin reserves the right to request proof of jury service issued by the Court upon return. Employees should make arrange with their supervisor as soon as they receive a jury summons or witness subpoena.

Employees serving as jurors shall receive full salary and benefits for the duration of the jury leave provided that all money, less travel expenses, they receive for their jury duty is remitted to the City.

VOTING LEAVE

Joplin encourages all employees to vote in all elections. Employees are allowed to take up to three paid hours off to vote unless they have three consecutive hours off work while the polls are open. Employees must give their supervisors notice that they will need this time off prior to the date of the election.

BEREAVEMENT LEAVE

Full-time employees are eligible for up to five (5) paid days for the death of Immediate family members to include spouses, fiancé or fiancée, parents, siblings, children, grandchildren, grandparents, parents-in-law, or other persons who are dependent upon the employee for their care and maintenance. This shall include all step and half relations for the above-mentioned family members.

In the event of the death of a City employee, employees of the City may be granted four (4) hours of bereavement leave provided a working schedule can be arranged by the Department Head that will not materially impair the ability of the department to perform its public duties.

In no event shall any non-Fire employee be allowed more than five (5) unpaid days to attend the funeral of a person in the employee's family; for employees engaged in firefighting or related duties, the maximum time off shall be two (2) unpaid shifts. This provision shall be handled on a case- per-case basis and decisions shall be based upon the distance of travel, relationship with employee and deceased family member, and subject to approval by the Director of Human Resources. However, in no event is this maximum leave time automatic.

Bereavement Leave will be deducted from an employee's accrued sick leave balance. Any employee discovered misusing bereavement leave will be subject to discipline.

FMLA (Family and Medical Leave Act)

FMLA entitles eligible employees of covered employers to take job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave.

Eligible employees who meet FMLA qualifying criteria and worked at least 1,250 hours during the previous 12-month period are entitled to:

- Twelve (12) workweeks of leave in a 12-month period for:
    - the birth of a child and to care for the newborn child within one year of birth;
    - the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
    - to care for the employee's spouse, child, or parent who has a serious health condition;
    - a serious health condition that makes the employee unable to perform the essential functions of his or her job;
    - any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty" or
- Twenty-six (26) work weeks of leave during a single 12-month period to care for a covered servicemember (with a serious injury or illness if the eligible employee is the servicemember's spouse, son, daughter, parent, or next of kin (military caregiver leave).

Substitution of Accrued Leave Time

The City of Joplin requires employees approved for FMLA to substitute accrued leave time for unpaid FMLA leave. If no accrued time is available, leave time will be unpaid.

Continuation of Benefits

The use of FMLA will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave. Employees utilizing accrued leave time during FMLA will have their health benefits coverage maintained during the leave period on the same terms and conditions as if the employee had continued to work. Employees who do not have available accrued leave time will be required to continue to make applicable premium payments and/or contributions to maintain existing health, dental, flexible spending, vision and optional insurance coverage. Make payment arrangements directly with the Finance Department. Military service members who are being deployed, see the Military Leave section below.

FMLA Coverage Period

In all cases where applicable, leave will be designated on the employee's timesheet or pay record as FMLA leave and counted against an eligible employee's FMLA leave entitlement for the applicable 12-month period. The applicable 12-month period shall be the most recent 12-month period immediately preceding the date on which the requested FMLA leave begins. For example, if an employee utilizes FMLA leave on July 1 of a calendar year, they will be provided with up to twelve (12) weeks of FMLA leave until the following July 1, at which point a new FMLA period will begin.

Eligibility and Approval

Employees must be employed by the City of Joplin for at least twelve (12) months and have worked 1,250 hours in the previous 12-month period to be eligible for FMLA.

Notice of FMLA Requested Leave

When the need for leave is foreseeable, the employee must provide notice within thirty (30) days. For emergency leave, notify your supervisor and Human Resources as soon as practicable. For military leave, employees must provide notification to their Department and Human Resources as soon as they become aware of an impending call or deployment order.

Upon notifying Human Resources of your FMLA request, certification Forms must be submitted to Human Resources within 15 calendar days. Use the Appropriate Forms in Appendix D.

If the employee is incapacitated and incapable of providing notice, a family member or personal contact may contact the employee's supervisor. The supervisor must notify Human Resources immediately so that certification forms can be provided to the employee's medical provider.

Documentation

Employees are required to provide certification showing the need for FMLA if the duration of the leave is more than seven (7) consecutive days. An employee's right to take (or continue, if already underway) FMLA leave may not be granted until the required certification is submitted to Human Resources.

The City of Joplin reserves the right to require an employee, at the City of Joplin's expense, to obtain a second or third medical opinion or certification from other health care providers. The City of Joplin reserves the right to require periodic medical recertification (typically in 30-day intervals) relating to the employee's or family member's serious health condition.

Human Resources will review the employee's work time eligibility (12 months/1250 hours) and documentation provided by a licensed healthcare provider. Human Resources will notify the employee, in writing, of their approval or denial of FMLA and reasons using designated FMLA notification forms and notify supervisor of the decision and start and anticipated end of leave time, if approved. An employee may take only the amount of FMLA that is necessary (per medical or military certification) to manage the circumstances that prompted the need for FMLA qualifying leave.

When an employee has been previously certified for leave due to more than one FMLA-qualifying reason in a 12-month period, Human Resources will require additional information for which qualifying reason the leave is needed. The employee is not entitled to an additional 12 work weeks until the previous 12-month period ends. Failure to provide certification or to respond to reasonable inquiries regarding the leave request may result in denial of FMLA protection if it cannot be determined that leave is FMLA-qualifying.

Incapacity to Provide Notice

If an employee and their personal representative are physically or mentally incapable of invoking the employee's entitlement to FMLA leave during the entire period in which the employee is absent from work for an FMLA-qualifying purpose, the employee may retroactively invoke their entitlement to FMLA leave within five (5) workdays after returning to work. In such cases, the incapacity of the employee must be documented by a written medical certification from a health care provider. In addition, the employee must provide documentation acceptable to the City explaining the inability of their personal representative to contact the City and invoke the employee's entitlement to FMLA leave during the entire period in which the employee was absent from work for an FMLA-qualifying purpose.

Intermittent Leave or Reduced Leave Schedule

Intermittent leave or leave on a reduced schedule must be medically necessary due to a serious health condition or a serious injury or illness. During such periods, the City of Joplin may temporarily transfer the employee to an alternative equivalent position so the City of Joplin's operations can better accommodate such recurring periods of absence.

Return to Work

Employees who take FMLA leave for their own serious health condition or military deployment for over two (2) consecutive weeks must submit a fitness-for-duty (return to work) medical certification as a precondition of reinstatement to employment. Upon return from FMLA leave, employees are entitled to be reinstated to their same or equivalent job and pay.

Failure to return to work at the conclusion of the leave period, may result in loss of employment, pay, and benefits, as per Joplin's Abandonment policy. In such cases, employees will be liable to the City of Joplin for payment of the City of Joplin's share of health insurance premiums along with any other benefit coverage premiums paid by the City during the leave period to maintain these coverages. Loss of employment status and the insurance repayment obligation may be imposed unless the failure to return to work is due to the continuation, recurrence, or onset of a serious health condition which would have qualified for FMLA leave or is due to other circumstances beyond the employee's control.

Employees on FMLA leave must provide updates to their supervisor and Human Resources concerning their expected return to work date and medical documentation of work restrictions to determine whether reasonable accommodations can be made.

For additional information about FMLA and military leave or to obtain forms, contact Human Resources or use the links below:

FMLA FMLA forms

Military Leave

Consistent with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), we are committed to protecting the employment rights of employees absent on military leave. No employee will be subjected to discrimination, retaliation, or adverse employment action because such person has exercised their rights under this policy.

If any employee believes that they have been subjected to discrimination in violation of this policy, the employee should immediately contact Human Resources.

Eligibility

An eligible employee who is the spouse, child, parent, or next of kin of a covered servicemember may use up to 26 workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness. Actual military servicemembers are entitled to the following benefits:

Short-Term Military Leave

Employees participating in temporary military duty are entitled to as many as fifteen (15) days paid military leave per year. All benefits will continue during this service leave time. Employees who have questions regarding Military Leave, or anticipate using the leave, should notify their supervisor and contact Human Resources for required paperwork and benefits coordination.

Extended Military Leave

Employees who participate in extended military duties in the U.S. Armed Forces, whether voluntary or ordered to do so, that exceed ten working days will be placed on an unpaid military leave of absence status for a period of as long as five years.

Employees should provide as much advance notice as possible to their department and Human Resources (either verbally or in writing) if they have knowledge of upcoming military service or deployment. Employees on military leave may, at their option, use any or all accrued paid vacation or personal leave during their absence.

When the employee intends to return to work, they must notify Human Resources and their supervisor of reinstatement within the applicable time period. If the employee does not return to work, the supervisor must notify Human Resources so that appropriate action may be taken to coordinate fit-for-duty evaluation by the City's occupational health provider.

Benefits During Military Leave

If an employee is absent from work due to military service, they can elect to continue benefit coverage for themselves and their dependents for up to 24 months (2 years). The City will continue health coverage for up to 31 days. After 31 days, the employee will be responsible for all costs.

Even if the employee does not elect to continue coverage during their military service, they have the right to be reinstated in the City's health plan when they are re-employed, without any waiting periods or exclusions except for service-connected illnesses or injuries.

Prior to military leave, employees shall have the option to lapse or continue their life and disability insurance coverage. For continued coverage, the employee will be responsible for paying the monthly premiums while away on long-term military leave. If the employee elects not to continue life and disability insurance, coverage will be reinstated upon the employee's return to work. LAGERS and the Police and Fire Pension Plan will be suspended the day the employee becomes active military.

Employees do not accrue vacation or sick leave while on military leave of absence status. Their balance is maintained until their return and reactivated at that time. An employee's seniority date will not be affected due to Military Leave. If, because of length of service, the accrual accumulator has increased, it shall be immediately increased upon the employee's return.

Regarding the retirement plan, upon re-employment, employees who have taken military leave will be credited for vesting with the time spent in military service and will be treated as not having incurred a break in service. Upon return to work an employee can choose to make any or all employee retirement contributions they would have been eligible to make had the employee's employment not been interrupted by military service. Such contributions must be made within a period that begins with the employee's reinstatement and that is not greater in duration than three times the length of the employee's military service, not to exceed five years.

Re-employment

When the employee returns to work, they are entitled to the same position, pay and benefits as if they had not left. An employee who has engaged in military service for more than thirty-one (31) days must, to be entitled to reinstatement rights, must apply for re-employment using the time limits listed below. Once an employee has knowledge of their military service end date, they must contact Human Resources for more details on the reinstatement process.

For service of less than 31 days, the service member must return at the beginning of the next regularly scheduled work period on the first full day after release from service, considering safe travel home plus an eight-hour rest period.

For service of more than 30 days but less than 181 days, the service member must apply for re-employment within 14 days of release from service.

For service of more than 180 days, an application for reemployment must be submitted within 90 days of release from service.

Along with re-employment application, service members will be required to provide Human Resources with military discharge documentation or training certification completion that establishes the length and character of the employee's military service.

If an employee on extended Military Leave fails to contact Human Resources in a timely manner to apply for reinstatement, they may be at risk of job abandonment.

An employee's time spent on active military duty will be counted toward their eligibility for FMLA leave once they return to their job at the City of Joplin.

Military service members who are dishonorably discharged are not eligible for re-employment rights. See 20 CFR § 1002.135

Reasonable Accommodations

The City will make every effort to reinstate employees who return to work from military service to their same or equivalent job and pay. If an employee suffers a service-connected disability, the City will make every good faith effort to provide reasonable accommodations as per USERRA law and the ADAA. If an employee is unable to perform the duties of their job due to a service-connected disability, the City will make every good faith effort to identify a different position of similar seniority, status and pay for which the employee is qualified or could become qualified.

Parental Leave (Maternity and Paternity)

The City of Joplin is a family friendly organization and supports employees in the care of their children. For expecting and adoptive parents, the City of Joplin will provide up to a maximum of six (6) weeks of paid parental leave to eligible employees following the birth of an employee's child or the adoption of a child from birth to age 17 years old. This provision does not apply to the adoption of a stepchild by a stepparent or the placement of a foster child.

This policy provides eligible employees with a period of paid time off for activities related to the care and well-being of their newborn or adopted child within one (1) year of the event. Leave is granted only once during a 12-month rolling period.

Employees are permitted to use the paid parental leave first before exhausting any accrued sick or vacation time. If any additional time away is needed consistent with this policy, employees may use any accrued sick or vacation time thereafter.

The use of paid parental leave or accrued sick or vacation time under this policy will run concurrently with leave under the Family and Medical Leave Act (FMLA). Employees are to contact Human Resources regarding FMLA eligibility.

If both parents are City employees, they will share a total of six (6) weeks leave and coordinate their leave time.

Coordination with Other Policies

The City will maintain all benefits for employees during the paid parental leave period just as if they were taking any other paid leave such as paid sick leave or paid time off. Payment for Paid Parental Leave will be paid on the employee's regular payroll dates.

If a City holiday occurs while the employee is on paid parental leave, such holiday(s) will not extend the total paid parental leave entitlement, and the employee will not receive additional holiday pay for the day.

Pregnancy and Lactation Accommodation

PREGNANCY: Joplin will provide reasonable accommodations for pregnancy, childbirth and related medical conditions consistent with our ADA and Reasonable Accommodation policy. Please inform your supervisor if you require reasonable accommodations.

LACTATION: The City fully supports employees who require accommodation for pumping breast milk. We will provide nursing employees with a private, clean, and adequately equipped location for this purpose. The designated area shall be:

- Preferably near the employee's work area
- Not be a bathroom stall
- Have a door equipped with a functional lock or, if this is not possible, the room will have a sign advising that the room or location is in use and not accessible to others
- Be well lit
- Ensure privacy by covering any windows with a curtain, blind, or other covering
- Contain at a minimum a chair and a small table, counter, or other flat surface, and an electrical outlet
- Ideally provide nearby access to clean water

If this is not practical or possible, a vacant office, conference room, or other small area shall be used so long as it is not accessible or visible to the public or other employees while the nursing employee is using the room to express milk. The City shall provide a reasonable amount of break time to accommodate an employee for these purposes.

It is Joplin's responsibility to:

- Maintain the cleanliness of the room or location set aside for the use of employees expressing breast milk at work.
- Notify employees returning to work following the birth of a child of their rights under the national worksite lactation accommodation law in the U.S. Patient Affordable Care Act. This notice may either be provided individually to affected employees or to all employees generally through posting in a central location.

It is the employee's responsibility to:

- Give supervisors advance notice of the need for lactation accommodations, preferably 30 days prior to their return to work following the birth of the child. This will allow supervisors the opportunity to establish a location and arrange scheduling.
- Maintain the designated area by wiping surfaces with microbial wipes so the area is clean for the next user.
- Ensure the safekeeping of expressed breast milk stored in any refrigerator on the premises. Breast milk can be stored in a general refrigerator, in a refrigerator provided in the lactation room, or in the employee's personal cooler.

Stationary lactation rooms provide necessary on-site accommodations and are available for use at the following locations:

- Joplin City Health Department/WIC Office
- Joplin City Hall
- Contact your supervisor about locations in your department

No employee will be retaliated against for exercising the right to request accommodation for lactation. Employees should reach out to the Human Resources Department if they are facing any challenges or retaliation regarding lactation needs or would like to request additional lactation locations. Any act found to be intentional that invades a nursing mother's privacy shall be treated as a disciplinary offense and reported to the supervisor or Human Resources.

Victims Economic Safety and Security Leave

Under the Missouri Victims Economic Safety and Security Act (VESSA), the City will provide employees who are victims of domestic or sexual abuse to take up to two weeks of unpaid leave in a rolling 12-month period. Employees are also able to utilize this leave if their family or household member is a victim of abuse. VESSA shall not create a right for an employee to take unpaid leave that exceeds the amount of unpaid leave time allowed for under FMLA.

Employees are eligible to utilize the VESSA unpaid leave by:

- Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's family or household member;
- Obtaining services from a victim services organization for the employee or the employee's family or household member;
- Obtaining psychological or other counseling for the employee or the employee's family or household member;
- Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or the employee's family or household member from future domestic or sexual violence or to ensure economic security; or
- Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence.

Employees seeking leave under VESSA must provide their employers with at least 48 hours' advance notice of the intention to take leave, unless giving notice is not reasonable. Leave may be used intermittently or on a reduced work schedule per the law.

Joplin reserves the right to request employees provide proof that they or their family or household member is a victim of domestic or sexual violence, and that the leave is for one of the qualifying reasons set forth above. If requested, the employee must provide this proof (medical or treatment documentation, police report…) within a reasonable period, which is typically one week.

This leave will be unpaid. However, affected employees may use any available vacation, compensatory time, floating holidays, or sick leave.

Employee Wellness Program

The Joplin Health Nuts is an employee-based group that leads the effort in assisting city employees and their dependents to be healthy and active to help contain the overall costs of insurance benefits to the City and the employee. The Health Nuts develop the employee wellness program through input received from employees. The City's employee wellness program is called "WOW"-Working on Wellness.

The WOW program changes annually and is based on granting incentives for certain wellness initiatives or activities. The City's health insurance third-party administrator (TPA) is responsible for the tracking of the initiatives or activities for prizes to be awarded to city employees.

City of Joplin Exercise Facility

The City of Joplin provides a fully equipped exercise facility in the basement of City Hall for city employees and their dependents to utilize at no cost to the employee. Rules of the exercise facility are available online through the Joplin Health Nuts.

Education Assistance Program

Purpose

The City of Joplin is committed to the career development of our employees to enhance the ability for advancement opportunities in the organization. Through this program, the City offers educational assistance to regular full-time employees pursuing studies through accredited institutions for higher learning and/or trade schools. An annual pool of funds for this program is adopted in the budget and approved by the City Council. The course(s) or degree being sought must relate directly to the employee's career development within the City of Joplin. Participation in this program shall be solely on the employee's own time.

Eligibility

To be eligible for education assistance, employees must:

- Have completed one year of service at the City of Joplin;
- Be actively working at the City during the school/course semester;
- Perform satisfactorily in their job role (performance evaluation score of 2.8 or higher);
- Provide a completed and approved application signed by the Department Head;
- Achieve a passing grade (pass in a pass/fail program or grade C or higher);

Eligibility for reimbursement will cease for any classes/courses that are not completed by the employee's last date of employment with the City.

Covered Expenses

The City will reimburse tuition in an amount not to exceed the current in-state undergraduate tuition fees charged by Missouri Southern State University. Based on available funding, education assistance per eligible employee may not exceed $5,000 annually. Covered expenses include:

- Tuition and up to 50% of the cost of books
- All required courses and electives for a degree program directly related to the employee's career development

Master's classes will not be considered for reimbursement unless (1) there are available budget dollars after reimbursement for any undergraduate applications and (2) it is required for the career development of that employee.

Ineligible Expenses

College, graduate school and post graduate degree preparation courses and fees related to college entrance (ex. SAT, ACT, GRE, MCAT, LSAT…) are not covered under this policy. Industry training, professional development and continuing education classes are not covered under this policy, but instead fall within departmental budgets.

Application Procedures

Eligible employees who wish to apply for education assistance are required to:

1. Complete the education assistance form and meet with their supervisor and/or Department Head to obtain written approval from the Department Head at least 30 days prior to enrolling in courses.
2. Employees must provide a copy of the course description from the school, the degree being sought for elective classes (if applicable), the cost of tuition and books, and the proposed start and completion date.

The Department Head must sign the form to indicate approval, then send it with supporting documents to Human Resources at least 20 days prior to the start of the class/course.

Reimbursement Procedures (grade C or above or Pass prorated up to the maximum of $5,000 annually)

Employees approved for education assistance will be notified, in writing, by Human Resources. To receive reimbursement, the employee must provide the following to Human Resources:

- An official transcript of successful course completion (pass, or grade C or higher); and
- Proof of payment for tuition and books (Note: The City will only reimburse expenses not covered by other educational benefits, such as grants, scholarships, military education assistance)

Should an employee not receive a passing grade of C or higher, or pass in pass/fail coursework, they will not be eligible for reimbursement under this program.

All employees that complete these requirements will be placed in a pool for reimbursement on a pro-rata basis of the total amount being requested to the total amount of education assistance budget available. This will ensure that all employees eligible for this benefit will receive some reimbursement up to the maximum allowable annual allotment.

Once the applications are submitted, Human Resources will calculate the maximum eligible amount of reimbursement for each employee for that semester, which will be included in the approval notification. The maximum eligible amount may increase if any approved employees do not complete the reimbursement procedure requirements. However, the maximum eligible amount will not decrease.

Tuition Repayment

An employee who receives education assistance must complete at least two (2) years of service with the City after satisfactory completion of the last course taken. Employees who leave employment within 2 years of course completion must repay the City of Joplin on a pro-rata basis based on one-twenty-fourth per month. The employee must meet with finance to develop a written and signed repayment agreement.

Section 4
On the Job

Hiring Process

Request to Fill Vacancy and Job Posting

The Department Head or Supervisor will notify Human Resources of the need to fill a vacant position. After approval by the City Manager, Human Resources will advertise to fill the vacancy. The City may use any combination of internal and/or external advertising methods available. Vacant positions will be advertised in the best, most cost-effective method to attract qualified applicants. Human resources shall email any new job posting to current employees or provide postings to department employees that do not have access to email.

Application for Employment

Applications for employment with the City shall be submitted to and retained by the Human Resources Department. The Human Resources Department shall maintain an application file of names, addresses, and dates of application of all applicants by position. Applications, including resumes, will be maintained by the City for no less than one year.

Examinations

Open examinations include validated competitive testing as determined by the work description. These are practical examinations that relate to the duties of the position. These examinations may include one or a combination of aptitude, oral, written, manual dexterity, performance, character, physical examination, drug testing, psychological and any other tests that are necessary for particular positions. Pre-employment and post-offer physical examinations are given at the City's cost. As part of the final selection process, all regular full-time employees are required to successfully complete these examinations along with a complete background check. Part-time and seasonal employees are required to successfully complete the same requirements as full-time positions that perform the same duties. The Human Resources Department shall coordinate pre-employment requirements.

New Hire

The Department Head and/or Supervisor, with the Human Resources Department, shall review the applications, select the qualified applicants, and interview the final candidates. The finalist shall be selected by the Department Head and/or Supervisor.

Current City employees shall be treated the same as external applicants concerning filling vacant positions. When qualifications are equal, consideration shall be given to disabled veterans or military service members who can provide documentation showing honorable discharge from the Armed Forces of the United States.

Upon notification by the Department Head and/or Supervisor, the Human Resources Department shall notify the finalist to discuss the offer and conditions of employment. Upon acceptance of an offer of employment, the Human Resources Department shall proceed with pre-employment background checks and fit for duty screenings.

The City will have flexibility in starting pay for new hires based upon experience directly related to the open position based upon the salary placement guidelines. Human Resources will negotiate the starting pay of the candidate up to the step approved by the Department Head.

The Salary Placement Guidelines are intended to provide Department Heads with the framework they need to establish and maintain fair and equitable salaries in managing the workforce. Establishing a starting salary for a new employee requires careful consideration. The City will take into consideration the step placement of current employees in the same position, along with the candidate's experience and skills when determining the maximum starting pay rate.

For higher starting pay, the candidate's qualifications should exceed the minimum required in the job description and/or the candidate's experience must be directly related to the essential functions of the position being filled.

Department Heads will also take into consideration the overall budget impact, including the impact on future wage increases for the entire City, of a candidate's starting pay. These guidelines apply to new hires and re-hires.

Before establishing the starting salary of a new employee, consider each of the following factors:

- Candidate's qualifications compared to the position requirements;
- Candidate's experience related to the essential functions of the position;
- Recruiting difficulty, such as size of qualified applicant pool, length of recruitment, etc.;
- Market compensation rates for similar positions;
- Comparable internal salaries;

Any Department Head requesting the ability for Human Resources to negotiate higher than step 1 starting pay must justify the request and it must be approved by the Human Resources Director. The justification must include the candidate's documented experience related to the essential functions of the position, qualifications compared to the position requirements, certifications, and skill level compared to employees who are currently performing in these roles. The Human Resources Director will substantiate the justification and authorize the negotiation up to an agreed upon maximum starting pay.

The maximum step offered will correspond to the years of experience directly related to the essential functions of the position being filled. Entry level and non-supervisory positions shall not exceed the midpoint of the position's grade. Professional and supervisory positions may be offered above the midpoint of the position's grade. Use the guidance below for considering compensation offers:

- Steps 2-3: This range is intended for individuals who have some related experience, two (2) to three (3) years of experience in the same or comparable position.
- Steps 4-9: This range is intended for employees who have gained considerable experience and skill and who have achieved proficiency in the position/field through four (4) to nine (9) years of experience.
- Steps 10-14: A fully experienced employee might be paid at this level, with ten (10) to fourteen (14) years of related experience.
- Steps 15 to Maximum: This range is normally reserved for individuals who have extensive experience/subject matter expertise with up to fifteen plus (15+) years of experience.

Rehire

When an employee leaves the City of Joplin and wishes to return to employment with the City, they are subject to the same original hire policy as all other applicants. Certain retirement plans may allow credit for years of prior service with the City if certain conditions are met. However, the employee in all other matters shall be subject to the same employment status and procedures as other new hires. They are not entitled to any benefits, leave accruals, or credited years of service from the prior service time with the City, except as pursuant to applicable law.

If an employee is rehired within one year of separation and the employee exceeds the minimum qualifications for the position, with the recommendation of the Department Head and the Director of Human Resources, the City Manager may approve any pay rate within the appropriate pay range not to exceed the amount attained at the time of separation.

New Hire Orientation

Each employee shall attend a New Hire Orientation scheduled by the Human Resources Department to provide an overview of the City, employee benefits, and policies. This is mandatory.

Mandatory Training

The City of Joplin is committed to providing compliance, safety, or other training to protect employees, City facilities, property, assets, and cyber security. Required mandatory training may be assigned at the directive of the City Manager, Human Resources, or Department Director, and must be completed to be compliant with federal, state, local laws, and ordinances. Employees will be provided advanced notice of new training topics, assigned digital and/or in person training and will receive reminders to complete training by a specified deadline. Employees who are on a leave of absence such as FMLA, military, or other leave will be required to complete training upon return to work. Failure to complete mandatory training may result in disciplinary action up to and including termination.

Example of Mandatory Training			
Training Topic	Administrator	Interval	Applicable Employees
Cyber Security Training	Mark Morris - IT Director	Annual	All Computer Users

Probationary Period

Unless otherwise specified in an employment contract, all new Joplin employees will be subject to a probationary period. This period is utilized for closely observing a new hire's work and to ensure a strong fit for both the new hire and the City.

Every person employed, re-employed, promoted, transferred to a different department, or demoted to any full-time, regular position with the City shall be required to complete a successful probationary period of at least six (6) continuous months.

The probationary period shall begin on an employee's first day of work. The probation or qualifying period may be extended for one (1) to six (6) months if deemed necessary by the Department Head, to complete training or address performance issues.

Consecutive time spent in an "acting" capacity prior to receiving an appointment to the same position and department shall be considered as time spent as a probationary employee in the position.

An employee who is promoted or transferred to another department prior to completing a probationary period shall not begin a new probationary period but must complete the original probation period. Any such employee shall have no grievance/appeal privileges until a probationary period is successfully completed.

An employee whose position is re-classified will not be required to complete a new probationary period. An employee whose position is re-classified prior to completing a probationary period will not complete a new probationary period but shall be required to successfully complete the original probationary period.

Any employee hired as a Police Officer Trainee shall begin the probationary period upon entering the Police Academy and throughout the field training process. Upon successful completion of field training and designation as Police Officer, a new probationary period of six (6) months shall begin.

Any employee hired as a Firefighter/EMT Trainee shall begin the probationary period upon entering Academy Training and shall continue until such time as they successfully complete Academy Training and move to Firefighter/EMT. When the employee moves to Firefighter/EMT, a new probationary period of six (6) months shall begin.

Removal

At any time during the probationary period, the Department Head may remove an employee, if they determine that the employee is unable or unwilling to perform the duties of the position satisfactorily or if the employee's attitude, habits, performance, or dependability do not merit continuation in the service.

Administration

Prior to the expiration of an employee's probationary period, the Department Head shall complete an employee evaluation and notify Human Resources in writing whether the services of the employee have been satisfactory and whether the Department Head desires to continue the employee in the position. A copy of such notice shall be given to the employee. Should the Department Head recommend the employee not be retained, the employee shall be terminated from employment. Employees who satisfactorily complete their probationary period shall be entitled to all rights and benefits applicable to such employees under the City Charter and Code. Any service during the probationary period shall be credited to the employee's length of service for all purposes, including but not limited to applicable retirement programs, longevity, vacation, and other fringe benefits.

Failure of the probationary employee's department to notify Human Resources as required shall not shorten the probationary period or prevent the department from discharging the employee or extending the employee's probationary period, but such action must occur prior to the scheduled expiration of the probationary period. If notice is not given to Human Resources and the employee is not terminated prior to the expiration of the probationary period, the employee is no longer on probation.

Change in Employment Status

Promotion

Joplin provides employees with promotions, when feasible, based on merit and qualifications. All employees must complete an application to be considered for promotion.

When considering granting promotions, the City will factor in relevant experience, education, consistent past performance, and demonstrated capability in meeting the new position's requirements.

A promotion occurs when an employee moves to a position that is in a pay grade higher than the pay grade of the current position held by that employee. Upon promotion, an employee shall receive at least a ten percent (10%) pay increase that falls within the new position's pay grade. The employee shall be placed on the closest step in the new pay grade that grants a ten percent (10%) pay increase.

A promotion shall not cause a change in the employee's anniversary date. An employee is expected to remain in a position for at least six (6) months prior to seeking other promotional opportunities.

Trainee Status

An employee moving from a Police officer trainee to Police Officer or Firefighter/EMT trainee to Firefighter/EMT is not considered a promotion, lateral transfer, or reclassification. It is a change in status that places the employee at Step 1 of the appropriate grade for Police Officer or Firefighter/EMT.

Lateral Transfer

A lateral transfer is a position change by an employee within the same pay grade as the current position held by the employee. A transfer shall not cause a change in the employee's anniversary date and there will be no change in the rate of pay of the employee.

Demotion

A demotion occurs when an employee moves to a position that is in a pay grade lower than the pay grade of the current position held by that employee. Demotions may be voluntary or involuntary. Voluntary demotions occur when an employee applies and accepts such position. Involuntary demotions must be requested by the Department Head then approved by the Director of Human Resources.

An employee may be involuntarily demoted to a position for which the employee is qualified for any of the following reasons:

- An employee does not meet the necessary qualifications of the position;
- An employee's unacceptable actions or behaviors are such that the employee can no longer perform the requirements of the position;
- An employee's unsatisfactory performance or failure to attain job-related goals;
- An employee's failed performance improvement plan;
- A necessary reduction in the work force; or
- Increased efficiency of City operations.

When an employee is demoted, the rate of pay shall be determined as follows:

- If the pay rate received in the higher pay grade is more than the maximum of the lower pay grade to which demoted, the pay rate shall be reduced to the maximum pay rate of the lower pay grade.
- If the pay rate received in the higher pay grade is within the grade of the lower pay grade to which demoted, the pay rate will remain unchanged.

A demotion shall not cause a change in the employee's anniversary date.

Reclassification

A reclassification is the reassignment of a position from one classification to another classification, in accordance with a change in the qualifications, duties and responsibilities of the position. Reclassification shall not be used for the purpose of avoiding rules and regulations governing promotions, demotions, or transfers. Reclassifications shall not be used for the sole purpose of increasing or decreasing the pay of a position.

A Department Head may request a position reclassification during the budget process, which will be reviewed by the Director of Finance and the Director of Human Resources. If a position reclassification is approved by the City Manager, a position may be allocated to a classification in a higher or lower pay grade based upon the compensable factors of the reclassified position. A position reclassification will not affect the annual pay review process or an employee's anniversary date.

Position reclassification to a new pay grade shall affect the employee in the following manner:

- If a position is reclassified to a higher pay grade, the provisions governing promotion shall be used to establish the pay rate.
- If a position is reclassified to a lower pay grade, the provisions governing a demotion shall be used to establish the pay rate.

Reduction in Force (RIF) and Layoffs

Reduction in force or layoff is defined as the abolishment of a position due to a lack of work, a lack of funds, other changes in duties of the position, reorganization, or other related reasons. Selections for retention will be based upon the following factors in this order: performance, qualifications, and length of service in the department employed.

A notice of a reduction in force or layoff, subject to the approval of the Director of Human Resources and the City Manager, shall be given to the employee with as much advance notice as the situation allows.

Internal Vacancy during a Reduction in Force or Layoff

A regular full-time employee whose position is scheduled to be eliminated will be allowed to apply for any internal vacancy that exists in any department or division of the City, provided the employee meets all the minimum requirements of the vacant position. The employee will be notified by Human Resources of any vacancy at the City within five (5) working days after the reduction in force or layoff notification has taken place.

Employees must complete an application within five (5) working days after the vacancy notification. The application will be reviewed by the Human Resources Department and the Department Head in which the vacancy exists. If several employees scheduled for lay off meet the minimum requirements and apply for the same vacant position, selection shall be based on job performance and seniority. All candidates will be advised of the decision within three (3) working days after the closing date for applications.

Recall

Recall provisions do not apply to part-time or seasonal employees of the City. Regular full-time employees who have been laid off will be offered re- employment to positions they were laid off from or for which they meet the minimum qualifications based on job performance, skills, and seniority. An employee will be retained on a recall list for 180 days after the effective date of the layoff. Upon recall, the Human Resources Department will notify the employee(s) by email, phone, or other reasonable means available. If the employee cannot be contacted within five (5) working days, then the employee will forfeit the recall rights for that position. To adequately staff the department, the recalled employee must be able to accept the recall within three (3) working days of receipt of the recall notice and be able to report to work within fourteen (14) calendar days. All full-time laid off employees must keep the Human Resources Department advised of a current mailing address, email address, and phone number.

Recalled employees who had accrued sick leave time at the time of lay off will have these hours reinstated upon returning to work. Additionally, recalled employees will maintain their original seniority dates with the city, which will reinstate their previous vacation accrual rate.

This recall provision does not limit the City from hiring new employees for new programs or services that may be created. It also does not limit the City in providing transfers, promotions, or demotions to vacated positions which would otherwise require the employment or re-employment of persons to fill vacancies.

Reference Checks and Employment Verifications

All reference check and employment verification requests must be in writing or via email. Generally, we will only confirm our employees' dates of employment, salary history and job title, and only with the employee's written permission. If a City employee receives a request for reference information, please forward the request to Human Resources. Reference checks and employment verifications can be sent to: hr@joplinmo.org .

Dress and Appearance Policy

Employees of the City of Joplin are expected to present a clean and professional appearance while conducting business, in or outside of the office. Dressing in a fashion that is clearly unprofessional, that is deemed unsafe, or that negatively affects the City's reputation or image is not acceptable.

The appearance and dress of employees are important in creating a favorable image supportive of public confidence and our citizens. In general, dress and grooming should be appropriate for a place of business. Certain departments, such as public safety, may have more restrictive policies that are required for employees of those departments. The following guidelines should prove to be helpful:

Dress and Appearance

Uniformed Employees: Many of our Departments utilize city-provided uniforms. Uniforms are required to be neat and clean when employees report for duty. Uniforms will be complete as provided and appropriate for the season and position.

- Uniforms bearing a City identification patch will not be worn in combination with non-uniform clothing. While the City does not prohibit the wearing of t-shirts and other apparel with the City logo/name, employees should be aware that, when wearing such clothing, they are representing the City and should act accordingly in the appropriate setting.
- Each Department Head is responsible for assuring that employees in their department follow policies regarding assigned uniforms, related accessories, and equipment.

Non-Uniformed Employees: Employees who are not provided uniforms should wear clothing, which is neat, clean, and suitable for business. In those instances when field work is required, clothing shall still be appropriate for a work setting.

- All clothing, accessories and shoes should be functional, safe, and appropriate for the type of work performed. Ball caps and hats are not permitted to be worn while on duty unless they are assigned uniform wear or for outdoor positions as determined by the Department Head.
- City Department Heads and Division Heads will be held to a higher standard given their interface with community leaders and officials. More formal business attire is required unless performing field or related-type work.
- Any City staff presenting or attending City Council meetings, boards and commissions, or public meetings on behalf of or representing the City are expected to wear business attire, such as shirt, tie, dress pants, slacks or suit. Public Safety personnel shall wear either business attire or their uniform.

Personal Appearance and Hygiene:

- Grooming, hairstyles, hair color, and hair length are an individual choice and should avoid extremes.
- Visible tattoos must not contain vulgarity, nudity, reference criminal activity, hate speech/symbols or other obscenities.
- Earrings and small nose studs are permissible, provided they do not interfere with the job duties of the employee. Other facial piercings or lip rings must be removed while on duty.
- Employees are expected to practice good hygiene and good grooming habits. Excessive, offensive, or overly pungent perfume or deodorant type fragrances should not be used in the workplace.

Within the guidelines of this policy, Department Heads will have the right to determine the appropriateness of the overall appearance of employees based on the duties performed by the employee. Municipal court and public safety department may have stricter dress code standards.

A person who violates the dress code may be required to clock out and return home to change into appropriate attire; and may be subject to discipline, up to and including discharge, for repeated violations of the dress policy.

Attendance and Punctuality

It is vital to City patrons and departments for all employees to have reliable attendance. Absenteeism and tardiness negatively impact our ability to effectively provide City services. The purpose of this policy is to establish the requirements for reporting absences, to provide guidelines for the handling of tardiness, early departures, and unscheduled absences, and to outline employees' need to adhere to established work schedules to maintain efficient, effective operations throughout the City.

If you are going to be late for work or absent, notify your supervisor via phone call, in writing, or in person as far in advance as is feasible under the circumstances, but before the start of your workday. In the event of emergencies or accidents, notify your supervisor as soon as possible. Personal appointments requiring time away from work, such as doctor's appointments or other matters, should be scheduled during less busy hours, whenever possible.

Supervisors should be observant and document patterns of unapproved or unscheduled tardiness, absences, and early departures from work. Take immediate corrective action and notify the Department Head and Human Resources with documentation regarding disciplinary action.

Excessive absenteeism and tardiness is defined as ten (10) different occurrences in a rolling twelve (12) month period.

Unexcused Absence: an absence without proper notification or satisfactory reason is unexcused. An absence of three or more consecutive days without notification or satisfactory reason is considered a voluntary termination, except related to extraordinary or extenuating circumstances, such as emergency hospitalization. The City will attempt to contact you to check on your well-being.

Repeated Tardiness: tardiness is defined as arriving at work past the appointed starting time without supervisory approval. However, a combination or pattern of absenteeism and tardiness may be excessive, such as:

- Consistently using sick time that leaves the balance at or near zero
- Regularly calling in sick on the same day of the week or before/after holidays (ex. calling in sick every Friday or Monday)
- Repeatedly returning late from lunch or break times, or taking excessive breaks
- Regularly leaving work early without supervisor permission

Excessive absenteeism, tardiness, or refusal to comply with the proper notification procedures will be documented and considered as grounds for disciplinary action. Late arrivals approved by the supervisor or absences taken in accordance with FMLA, parental leave, vacation or holidays or other qualified leave benefits (bereavement, jury duty, etc.) will not be considered when determining excessive absenteeism.

Employees absent more than three consecutive days due to illness or who are suspected of abuse of sick leave may be required to submit a proof of illness certificate, issued by a health care provider, identifying when the employee was seen and treated. Failure to submit such proof upon request may result in corrective action.

When an employee is absent or tardy without proper notice, supervisors will follow normal counseling and correcting techniques, including the appropriate disciplinary steps. Uncorrected absenteeism and/or tardiness will result in further disciplinary action, up to and including termination.

Supervisors should follow the corrective action progression described below to address unscheduled absences, tardiness, and unscheduled early departures. However, corrective action may be accelerated, repeated, or taken out of sequence, and the City reserves the right to effect immediate termination.

- Verbal warning upon two (2) occurrences.
- Written warning upon four (4) occurrences.
- Suspension upon six (6) occurrences.
- Final warning upon eight (8) occurrences.
- Termination of employment upon ten (10) occurrences.

Supervisors are expected to administer this policy in an equitable manner and take appropriate steps to address attendance and punctuality issues among their staff in a timely manner. Failure to do so may impact the supervisor's performance evaluation.

Job Abandonment

If you are absent for three consecutive workdays without notifying your supervisor or their designee, it will be considered voluntary job abandonment and your employment will be terminated, except in extenuating circumstances, such as emergency hospitalization. Your supervisor or Department Head will attempt to contact you to check on your well-being.

Rest Periods and Meal Breaks

The City will provide rest periods and breaks for meals and encourages employees to take reasonable breaks during the day to refresh their energy and improve productivity. Check with your supervisor for the applicable meal and break schedule established for your department as schedules may vary based on the needs of the department.

Meal breaks are unpaid time unless an employee is required to work during mealtimes (examples: work meetings, city-hosted training, public safety, or city work crew emergencies). Non-exempt employees must clock-out or sign-out and clock/sign back in for meal break periods. Rest breaks are paid and do not require clocking/signing out.

Full-time employees shall receive up to an hour for meals or break times subject to Department operations.
Part-time employees shall receive one (1) fifteen (15) minute paid break for every four (4) hours worked.

If you feel you are not being permitted to take meals or rest breaks, contact your supervisor or Department Head. If the matter is unresolved contact Human Resources so that steps may be taken to address concerns.

Standards of Conduct

We are committed to maintaining an environment that promotes professionalism and encourages each employee's personal development and achievement. Consistency, fairness, and respect for individual rights are essential to good relations between Joplin employees and the public.

Each employee has an obligation to observe and follow Joplin's policies and to always maintain proper standards of conduct. If an individual's behavior interferes with the orderly and efficient operation of a department, corrective disciplinary measures will be taken.

Additionally, supervisors and management must administer policy and practice in a fair and consistent manner.

Prohibited On-Duty Conduct

The following conduct is prohibited and will not be tolerated. This list of prohibited conduct is illustrative only and may not include every possible situation. Other types of conduct that violate City policies, state or federal laws, that threaten security, personal safety, employee welfare, and the City's operations may also be prohibited.

- Insubordination - refusing to perform a task or duty assigned; refusing to act in accordance with instructions provided by an employee's supervisor or proper authority;
- Inefficiency, including deliberate restriction of output, careless or unnecessary wastes of time or material, or neglect of job, duties, or responsibilities;
- Damaging, defacing, unauthorized removal, destruction, or theft of another employee's or City property;
- Fighting or instigating a fight on City premises or work-related job sites;
- Violations of the drug and alcohol policy;
- Using or possessing firearms, weapons, or explosives of any kind on City premises or in City vehicles (exceptions may apply for law enforcement);
- Gambling on duty;
- Tampering with or falsifying any report or record, including but not limited to accruals, absentee, sickness, production, and timekeeping;

- Use of abusive or threatening language in conversations and/or intimidating or interfering with other employees;
- Posting personal or non-work notices on City premises without prior written approval from the City;
- Immoral or indecent conduct;
- Conviction of a criminal act;
- Harassment, discrimination, or retaliation;
- Sexual activity;
- Engaging in sabotage or espionage;
- Failure to report a job-related accident to the employee's supervisor or failure to take or follow prescribed testing procedures;
- Sleeping during work hours (does not include rest periods);
- Release of confidential information without authorization;
- Refusal to speak to supervisors or other employees;
- Dishonesty;
- Failure to possess or maintain the credential/certificate required of the position;
- Fraud, theft, or embezzlement;
- Any other conduct detrimental to other employees or to the City's interests or its efficient operations.

Off-Duty Conduct

While the City does not seek to interfere with the off-duty and personal conduct of employees, certain types of off-duty conduct may interfere with the City's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect Joplin's integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the City's legitimate business interests or the employee's ability to perform his/her work will not be tolerated.

Conflict of Interest and Nepotism

A City's reputation is one of its most valuable assets and is directly related to the conduct of all its officials and employees. Therefore, employees must never use their positions with the City for private gain, to advance personal interests, or to obtain favors or benefits for themselves, members of their families or any other individuals, corporations, or business entities. Therefore, Joplin expects employees to adhere to the following principles:

- Conduct all aspects of business in an ethical and legal manner and in accordance with all federal and state laws and regulations and the laws and regulations of all localities in which we do business;
- Comply with policies and procedures;
- Avoid conflicts of interest or the appearance of a conflict of interest in both personal and work activities;
- Employees may accept non-cash gifts not to exceed a maximum of $50 annually. Employees are prohibited from accepting any gift that could be intended to influence you in the performance of your duties. A gift given to an entire department is also acceptable. Occasionally, a department may receive gifts (ex. holiday treats) that are shared with the entire team.

Nepotism: An applicant for any position or vacancy may not be employed if the applicant directly reports to or oversees a relative who is a supervisor with the City of Joplin. In this context, "relative" shall mean or include parent, child, spouse, brother, sister, grandparents, grandchildren, uncle, aunt, nephew, or niece, including step, half, foster or in-laws. Relatives working in the same division will typically involve transferring one or both employees to a different reporting structure.

Non-fraternization: Joplin prohibits romantic or sexual relationships between a Director or supervisor and an employee who reports to them, directly or indirectly. This includes dating, romantic relationships, flirting, fraternizing, or any other in-person or virtual conduct that is sexual in nature whether on-or-off duty.

Outside Employment

Employees of the City may be self-employed or may take other employment if the additional employment does not interfere with the individual's attendance or performance and does not present a conflict of interest with their employment with the City. Employees are prohibited from using their affiliation with the City of Joplin to solicit, gain, or retain outside employment.

In the case of exempt or public safety employees, such as Police, Fire and Emergency Communications, seeking outside employment, they must submit an "Outside Employment Request Form" to the City Manager, after receiving approval from their Department Head.

Employees of the City may not engage in outside employment for business activities under any circumstances during their work period with Joplin nor may City property be used for any reason other than City functions.

Changes in Personal Data

To aid the City in conducting business matters, and you and/or your family in matters of personal emergency, we need to maintain up-to-date information.

Human Resources needs to be made aware of changes in name, address, telephone number, marital/registered domestic partnership status (if relevant for benefits purposes), number of dependents (if relevant for benefits purposes), etc.

It is the responsibility of the employee to notify Human Resources of these changes and arrange to have time to complete and sign any related papers.

Employee Records

Employees have a right to make a written request to inspect and/or receive a copy of their employment records. All requests must be submitted to Human Resources in writing and/or via email. Within 14 days of a request, the City will make the records available for inspection or provide the copies. Employees may review the records with a Human Resources staff member present in the office. Employees are not permitted to take or modify any document or other item contained in their employment file.

Employee records are confidential and may only be viewed by Human Resources, the Department Head, the employee's supervisor, the City Manager, and the employee. Medical records may not be viewed by anyone other than Human Resources and the insurance coordinator without written consent from the employee. Payroll and financial records can be viewed by the Employee.

Residency Requirements

Department Heads are required to reside within a 12-mile aerial distance of City Hall. All employees who are compensated for being "on call" after normal duty hours or expected to respond to a civil emergency are required to reside within a 25-mile radius. Exceptions to this requirement will be made only by approval of the City Manager.

Care of Equipment

You are expected to demonstrate proper care when using the City's property and equipment. No property may be removed from City premises without the proper authorization from the City. If you lose, break, or damage any property, report it to your supervisor immediately.

Maintenance of City Equipment

Joplin expects that employees will assume regular maintenance of all City equipment, including but not limited to computers, phones, vehicles, and equipment. This may include ensuring ongoing installation and processing of City recommended anti-virus/anti-malware software, as well as regular system and software updates. All other technology protocols communicated by the City that are defined as employee responsibility should also be included under this policy. Please follow good practice when it comes to keeping your equipment safe and up to date. If you experience any technology issues, please contact the Information Technology Department.

Electronic Mail and Monitoring

The e-mail system is intended for business use only. The use of the City's e-mail system to solicit fellow employees or distribute information that is not work-related to fellow employees is prohibited to the extent allowed by applicable law. Employees may use the email system to communicate regarding the terms or conditions of their employment, such as wages, benefits and working conditions. Business communication shall be limited to Joplin email. Employees shall not use personal email for business purposes.

Our City's policies against sexual and other types of harassment apply fully to the e-mail system. Employee business email is the property of the City of Joplin. The City shall have access to monitor, view, and download email information at its discretion, consistent with state and federal laws.

All employees granted access to the City's network system, through electronic mail or internet access, will be required to participate in the ongoing cybersecurity training as set forth by the Information Technology Department.

Internet Usage and Monitoring

Similar to e-mail, Joplin takes City and user internet and IP data seriously. We expect professional and responsible use of Internet on City computers and/or IP networks (i.e., when using City wi-fi). Use business devices and internet appropriately. Employees are also prohibited from displaying, transmitting and/or downloading sexually explicit images, messages, offensive language, racial epithets, cyber stalking, or anything that would violate our No Harassment Policy.

Consistent with applicable federal and state law, Joplin reserves the right to search and/or monitor the City's Internet usage and the files/transmissions of any employee without advance notice and consistent with applicable state and federal laws.

Acceptable Use of Electronic Communications

Employees may use Joplin computers and systems to communicate internally with co-workers or externally with users, suppliers, vendors, advisors, and other business acquaintances for business purposes.

All communications contained in City systems and equipment are City records and/or property. Although an employee may have an individual password to access systems or equipment, the systems and communications belong to the City. Consistent with applicable federal and state law, Joplin reserves the right to search and/or monitor the City's systems and communications.

Although incidental and occasional personal use of our systems and equipment that does not interfere or conflict with productivity or the City's business or violate policy is permitted, personal communications in our systems and equipment are treated the same as all other electronic communications.

Employees shall always respect intellectual property rights such as copyrights and trademarks. Employees must not copy, use, or transfer proprietary materials of the City or others without appropriate authorization.

Social Media

The City of Joplin's goal for the use of social media is to educate, engage, and increase the public's knowledge, trust, involvement of the City's services. The City promotes the value and importance of ongoing goals and initiatives among governing officials, civic leaders, and citizens of Joplin by providing virtual content to the community. Social media usage supports the City's vision and represents the organization in a positive and professional manner to develop strong public confidence.

Purpose

The purpose of this Social Media and Public Outreach policy is to establish enforceable rules for the use of Social Media by City officers, employees, and volunteers/interns when engaged in City business. This policy sets forth guidelines for the establishment and use of the City of Joplin's Social Media sites and public outreach tools (Facebook, YouTube, Twitter, Website, Electronic Sign, E-mail Blast, Instagram, and any future approved media – hereinafter collectively "Social Media") as a means of conveying City-related information to its residents, employees, and visitors.

The City of Joplin has an overriding interest and expectation in deciding what is "spoken" on behalf of the City on its Social Media sites and what information is distributed through its public outreach tools. These guidelines are to ensure that communications made on behalf of the City are properly authorized and in correct form; that communications from the municipality by means of social media which can be viewed by the public are appropriate and pertinent; that all communications from the municipality is related to the posted municipal information; and that the sender is clearly and fully informed that a message received by means of Social Media is not a substitute for required reporting procedures.

Scope

This policy shall apply to all authorized Municipal agencies and departments permitted by the City of Joplin to post on social media sites.

Section 1: Definitions

- Approved City Social Networking Site – Approved City social networking site refers to social networks that the Public Information Office (PIO) and Information Technology (IT) Department have assessed and approved for use by City departments.
- Post – An administrator submitted message/blog in the form of, but may not be limited to, text, videos, photographs, graphics, links (hyperlinks), documents, computer applications, etc.
- Comment – A user submitted response to an administrator post.
- Social Media Coordinator – A designated administrator in each department possessing a Social Media page and who is responsible for planning, implementing and monitoring content.

Section 2: Authenticity Establishment

City department social media sites shall be created and maintained with identifiable characteristics of an official City site that distinguishes them from non-professional or personal uses.

2.1 Site Content

Departments are responsible for establishing and maintaining content posted to their social media sites.

A. Social Media Coordinators shall review site activity on a regular basis for exploitation or misuse.

B. Content posted on authorized City social media sites may be considered public records subject to disclosure under the Missouri Open Records law (RSMo. Chapter 610).

C. Following forms of content posted by external and authorized users may be subject to removal if they contain:

a. Profane language or content;

b. Content that promotes, fosters or perpetuates discrimination of protected classes;

c. Sexual harassment content;

d. Solicitations of commerce or advertisements including promotion or endorsement;

e. Promotion or endorsement of political issues, groups or individuals;

f. Conduct or encouragement of illegal activity;

g. Information that may tend to compromise the safety or security of the public or public systems;

h. Content intended to defame any person, group or organization;

i. Content that violates a legal ownership interest of any other party, such as trademark or copyright infringement;

j. Making or publishing of false, vicious or malicious statements concerning any employee, the City or its operations;

k. Violent or threatening content;

l. Disclosure of confidential, sensitive or proprietary information;

D. Unacceptable content and repeat individual violators shall be removed. See Section 3 concerning content management and deletion.

Section 3: Administration and Management of Social Media Platforms

3.1 Administration of City of Joplin Social Media Sites

A. The Public Information Office will maintain a list of social media platforms that are approved for use by City departments and staff.

B. All new social media tools proposed for City use will be approved by the Public Information Office and Information Technology.

C. Departments wishing to create and use a social media account for City business must submit a request to, and receive approval from, the Public Information Office and Information Technology.

D. A department will have only one account on each of the social networks, unless otherwise approved by the Public Information Office and Information Technology.

E. All City sponsored social media pages shall publicly indicate that the City reserves the right to restrict or remove any content that is deemed in violation of this policy or any applicable law.

F. Departments will inform the Public Information Officer of any account or administrative changes to existing department social media sites, including termination of an account.

3.2 Administration of Department Social Media Sites

A. As is the case for City websites, departmental staff will be responsible for the content and upkeep of any social media sites their department may get approval to create. Department directors must designate an employee/s to administrator its social media account/s and submit the employee's name and extension to the Public Information Office.

B. City employees serving as social media managers will be provided with, and must adhere to, the City's social media use policy, the City's standards for each social network they will be managing.

C. All City of Joplin social media sites shall comply with all appropriate City of Joplin policies and standards listed in the Employee Handbook, including but not limited to:

1. Email policy
2. Internet Use Policy
3. Employee Social Media Policy
4. Social Media Guidelines for City of Joplin employees

3.3 Corrections – Removing Content or Comments

A. Removing content or comments if it is determined that content previously posted by a City social media manager should be removed, consult with your Department Director or Public Information Officer. If a decision is made to remove previously posted content, it is strongly recommended to explain to constituents why you are removing the content.

B. City social media managers may not remove comment postings simply because they may be critical of the City or City officials. If user content is positive or negative and in context to the conversation, then the content should be allowed to remain, regardless of whether it is favorable or unfavorable to the City. If the content is offensive, denigrating and/or completely out of context, then the content should be rejected and removed according to the City's official comment policy for that specific social platform.

1. Under the terms of offensive content, offensive posts will first be hidden by content administrators. It is recommended that the administrator provide a response to creator of the post to explain why their respective comment was hidden.

2. If offensive content is submitted repeatedly to a City of Joplin post or page, that post is subject to removal and may result in a possible ban of the persons commenting or posting the content.

C. If a City administrator questions the policy violation of a post, that administrator shall consult with the greater social media administration team prior to the removal of content. If a decision is not met within the internal group, the content in questions will be submitted for legal review.

This social media policy may be revised at any time upon City Manager approval.

Public Relations and Contact with the Media

Providing the highest standard of community service is our top priority. Each employee must be sensitive to the importance of providing courteous treatment in all public interactions, or we may run the risk of losing credibility. Additionally, employees should not make public statements on behalf of the City without consent from the City Public Information Officer or City Manager. All public communications should be made by authorized officers whose jobs would typically encompass such communications. If you ever have doubt regarding whether you should or can make external comments, statements, or other forms of communication, please contact the Public Information Officer first. Nothing in this policy is designed to limit employees' rights to communicate with the media regarding the terms or conditions of their employment, such as wages, benefits and working conditions.

Discipline

We are committed to maintaining an environment that promotes professionalism. Joplin employees are expected to always conduct themselves with a high standard of conduct when they are representing the City. Unprofessional or unethical behavior will not be tolerated, and is subject to discipline, up to and including termination.

Violation of work rules, instances of unacceptable behavior, misconduct, or continued unsatisfactory performance will subject employees to "progressive discipline". In other words, the severity of penalties imposed for unacceptable conduct will generally increase with each occurrence. However, the overriding philosophy behind progressive discipline is that no employee should be dismissed without fair warning and an opportunity to improve.

Nevertheless, the City reserves the right to deviate from progressive discipline whenever it is necessary or advisable to do so. Certain misconduct or violations may be so severe or substantial to warrant immediate termination, in its sole discretion. The City will make every reasonable effort to ensure that employees are treated in a fair and uniform manner, but it must reserve the right to treat each individual situation in light of the unique circumstances present whenever there is a work rule violation or other unacceptable behavior.

Disciplinary action may include a verbal warning, written warning, suspension with or without pay, demotion and/or termination. The appropriate disciplinary action imposed will be determined by the City. The City does not guarantee that one form of action will necessarily precede another.

Among other things, the following may result in disciplinary action, up to and including discharge: violation of the City's policies or safety rules; unauthorized possession, use or sale of weapons, firearms or explosives on work premises; theft or dishonesty; falsification of documents; physical harassment; sexual harassment; disrespect toward fellow employees, visitors or other members of the public; performing unapproved outside work or use of City property, equipment or facilities in connection with outside employment while on City time; poor attendance or poor performance. These examples are not all inclusive. We emphasize that disciplinary decisions, up to and including termination, will be based on an assessment of all relevant factors.

Grievance Process

Whenever an employee has a complaint, either resulting from disciplinary action or general work grievances that are not otherwise covered in this handbook, they should present the matter to their immediate supervisor and attempt to resolve the matter in an equitable fashion. Failure by the grieving party to comply with these procedures will cause the forfeiture of the grievance.

Actions that result in the dismissal, demotion, suspension or laying off of employees are not to be heard through this grievance policy, but rather through the Due Process policy outlined in the handbook.

It shall be the policy of the City to attempt to prevent situations which lead to grievances and to deal promptly with those which occur. Employees are to use the following procedure in pursuing a grievance:

1. State in writing the grievance or complaint and discuss with the immediate supervisor within forty-eight (48) hours after the incident occurs. The Supervisor must respond in writing to the employee within five (5) working days in an effort to resolve the matter.

GRIEVANCE AGAINST A SUPERVISOR must be submitted in writing directly to the Department Head within forty-eight (48) hours of the occurrence.

2. If the matter is not successfully resolved with the immediate supervisor, the employee shall state the grievance in writing within three (3) working days from the Supervisor's response to the Department Head. This authority of designee shall investigate and render a decision in writing to the employee within five (5) working days from the date they received the grievance.

3. If the matter is not successfully resolved with the Department Head, the employee shall state the grievance in writing within three (3) working days from the Department Head's response to the Director of Human Resources. The Director shall investigate and render a decision in writing to the employee within five (5) working days from the date they received the grievance.

4. GRIEVANCE AGAINST A DEPARTMENT HEAD must be submitted in writing directly to the City Manager within forty-eight (48) hours of occurrence. The City Manager shall investigate (and may confer with the Director of Human Resources and City Attorney) then render a decision in writing to the employee within five (5) working days from the date they received the grievance.

The response time by the appropriate authorities may be extended if these authorities are unavailable during the above stated response time period. Unavailable shall cover instances such as absent due to City business, vacation, or other leave time absent from work.

DUE PROCESS

In the event that disciplinary action shall be taken to correct an employee's conduct of performance and the results of such action shall result in the loss of pay in any form including involuntary transfers, demotions, suspensions or dismissals, the employee has a right to due process procedures.

Under the City's due process requirements, before a suspension, demotion or termination action, the following must take place:

1. The employee is given a written Fact-Finding Administrative Hearing notice from Human Resources to discuss work rule violations or other unacceptable actions or behaviors. This notice shall include the time, date, and location of such hearing.

2. Employee is provided the reason or facts constituting the basis for the action by the City.

3. Employee and Supervisor are provided an opportunity to respond or explain the facts relating to the disciplinary matter.

4. The Department Head and/or designee and the Human Resources Director shall make disciplinary recommendations, if any, to the City Manager.

5. The City Manager shall review the Fact-Finding Administrative Hearing information and either accept, reject, modify or offer a Last Chance Agreement whereby the employee is notified that any further disciplinary incidents will result in termination of employment, without the ability to appeal/file a grievance. The City Manager will provide the employee with a written notice of the decision.

6. An employee may be placed on paid administrative leave pending the outcome of a routine investigation or a fact-finding administrative investigation.

7. Advise the employee of their rights to and procedure for requesting an appeal of the adverse action, if any.

Nothing in this policy is intended to restrict employees' statutory rights, including employees' rights to communicate regarding the terms or conditions of their employment, such as wages, benefits and working conditions.

Appeal to Personnel Board

Any classified employee who is dismissed, demoted, suspended, or laid off may appeal to the Personnel Board within thirty (30) days after the effective date of such action by filing with the Personnel Board in writing a statement under oath of the reasons for said appeal. Upon such appeal, the appealing employee and Human Resources Director shall, after reasonable notice have the right to be heard publicly and to present evidence. Both the employee and Human Resources Director shall have the right to counsel, and at the hearing, technical rules of evidence shall not apply.

The Personnel Board shall employ a skilled reporter whose duty it shall be to take full stenographic notes of the oral evidence in such hearing.

The Personnel Board's review of the discipline is limited to the sole issue of whether the employee has been discharged or demoted in violation of these merit system (procedural) rules. It is not the job of the Personnel Board to substitute their judgment for the City Manager's decision. The Personnel Board shall affirm the action of dismissal, demotion, suspension or lay off; or shall order the reinstatement of the employee, or restore them to their former rank or compensation, subject to the limitations imposed in Sub-Section 5.04 of the Charter. The decision of the Personnel Board shall be the final determination of all appeals unless set aside by an appropriate court order or decree and in such instance the cost of the transcript of the hearing shall be paid by the City.

Citizen Complaints

Employees must give prompt, courteous attention to all citizens who call or appear personally with a complaint or question. If employees cannot answer the question or handle the complaint, they should transfer the person calling to someone who can respond or take the caller's name and number for a call back later. Employees should never ask the citizen to call another number if they cannot be transferred, but either take a written message regarding the citizen's problem and route it to the proper departmental area or inform the proper City employee to return the call to the citizen. If an employee feels they are being personally abused by a citizen, the incident should be reported to the supervisor who should attempt to resolve the issue, and who in turn will subsequently inform the Department Head and/or the Director of Human Resources. Incidents of threats of violence should be immediately reported to the police.

Retirement

City employees may retire pursuant to their respective retirement plan. To properly administer the retirement process, Joplin requests that employees contact the Human Resources Department at least ninety (90) days in advance of the retirement date, when possible. For more detailed information on the retirement plans, see the Retirement and Other Voluntary Supplemental Retirement Programs described in Section 3. It is required by LAGERS that employees submit their retirement paperwork a minimum of thirty (30) days in advance of their retirement date for the retirement benefit to begin.

Leaving Employment

Should you decide to leave your employment with us, we ask that you inform your supervisor and Human Resources using the resignation/retirement form.

Additionally, all resigning employees will be asked to complete a brief exit interview prior to leaving. As specified in the Confidentiality policy above, any confidential and/or proprietary electronic materials must be returned to Joplin and/or deleted from all equipment or storage devices.

You should notify the City if your address changes during the calendar year in which termination of employment occurs so that your tax information will be sent to the proper address.

Department Heads or their designee, must notify IT of employment end dates to terminate access to emails, building entry, and other systems, notify Public Works if an employee had access to the fuel system, and notify the Public Information Officer if the employee was assigned to manage content on city social media pages. All City property, including keys/keycards, electronic devices, City equipment, written materials, and uniforms must be returned to the supervisor or Department Head, unless otherwise agreed.

Final Paychecks

Voluntarily or involuntarily terminated employees will receive final paychecks within the time required by law. Involuntarily terminated employees will receive their final paycheck within 72 hours of their final workday, unless they have failed to return all outstanding City property. In all cases, final paychecks will include payment for all wages owed and any eligible accrued but unused leave time.

Section 5
Workplace Safety

Safety Policy Statement

It is the intention of the City of Joplin to provide a safe working environment for all. The City recognizes that employees and residents are its most important assets; therefore, safety is one of our greatest responsibilities and in all our assignments, the health and safety of all must be the utmost consideration. The City Council, City Manager, Department Heads, Supervisors, and all other levels of the City work force are directed to make safety a matter of continuing concern, equal in importance with all other operational considerations. Employees are not only encouraged but are required to work safely and plan events and projects to reduce the possibility of injury to person or danger to equipment. All employees are responsible for creating and maintaining a safe work environment. All unsafe conditions are to be reported immediately to a supervisor with a corrective action occurring before resuming the unsafe task.

The City of Joplin will implement and administer a Risk Management Program to assist in identifying, reducing, and, where possible, eliminate potential hazards and risks. Employees who have suggestions to reduce these risks or see hazards throughout the workplace, are highly encouraged to bring ideas or solutions to the hazards to their supervisor's and HR Safety Manager's attention.

Workplace Searches

To protect the property and to ensure the safety of all employees, users and the City, the City reserves the right to conduct personal searches (with reasonable cause) consistent with state law, and to inspect any packages, parcels, purses, handbags, briefcases, lunch boxes or any other possessions or articles carried to and from the City's property. In addition, the City reserves the right to search any employee's office, desk, files, locker, equipment or any other area or article on our premises.

Substance Abuse

The City has vital interests in ensuring a safe, healthy, and efficient working environment for our employees, their co-workers and the users we serve. Any substance shall not be permitted while completing City business or on City property.

Consistent with its fair employment policy, the City maintains a policy of non-discrimination and reasonable accommodation with respect to recovering addicts and alcoholics, and those having a medical history reflecting treatment for substance abuse conditions. We encourage employees to seek assistance before their substance use renders them unable to perform their essential job functions or jeopardizes the health and safety of themselves or others. The City will attempt to assist its employees through referrals to rehabilitation, appropriate leaves of absence and other measures consistent with the City's policies and applicable federal, state or local laws.

The City follows federal statutory and regulatory guidelines regarding the use of any controlled substance including, but not limited to, medicinal marijuana and other products containing THC. Use is strictly prohibited during your employment with the City and may result in discipline, up to and including discharge, unless otherwise approved in writing by the City.

Drug and Alcohol Policy

In compliance with the Drug-Free Workplace Act of 1988, the City of Joplin is committed to maintaining a healthy and safe work environment for our employees, customers, volunteers, and visitors. The City of Joplin also adheres to federal regulations regarding any substances per Title 21 United States Code (USC) Controlled Substances Act. Accordingly, the policy below and the FTA/FMCSA/DOT policy outline the City's expectations, prohibitions, procedures, and consequences regarding tobacco, drugs, and alcohol as they impact the workplace.

Policy

It is the policy of the City of Joplin to prohibit the possession, consumption, use/improper use, manufacture, sale, distribution, dispensing of such substances in City facilities, vehicles and at any City property or worksite where employees, volunteers, or officials are conducting official City business. This includes marijuana, as it remains illegal under federal law.

The City also prohibits the use of all tobacco, electronic, and smokeless "smoking" products including vapes, cigars, snuff, chew, cigarettes, pipes, hookahs, e-versions of these and other similar products on its premises and vehicles. Paraphernalia is also prohibited, such as (scales, bongs, pipes, bowls, rolling papers, lighters, grinders, spoofs, flasks, funnels, shot glasses, alcohol games, containers and any other device fashioned for the purpose of drug, smoking or alcohol consumption).

Scope

This policy applies to all officials, employees, interns, volunteers, contractors, vendors and visitors, and applicants for employment with the City, with additional requirements for covered employees whose positions are regulated through the Federal Transit Authority (FTA), Department of Transportation (DOT), or the Federal Motor Carrier Safety Administration (FMCSA). The Human Resources (HR) department is responsible for this policy administration.

Work Requirements

1. Whenever employees are working, operating any City of Joplin vehicle or equipment, are present on City of Joplin premises or are conducting company-related work offsite, they are prohibited from:
    a. Using, possessing, buying, selling, manufacturing, or dispensing an illegal drug, controlled substances listed in the schedules of the Federal Controlled Substances Act, or alcohol (to include possession of drug paraphernalia). Marijuana, although legalized in the State of Missouri, remains illegal and a violation of federal laws. Employees who are found to have
    b. Operating City equipment or vehicles while impaired by any medications or illegal substances.
    c. Being under the influence of alcohol or an illegal drug as defined in this policy.
    d. Possessing or consuming tobacco, smokeless tobacco,
2. The City of Joplin will also not allow employees to perform their duties while taking prescribed drugs that adversely affect their ability to perform their job duties safely and effectively. Employees taking a prescribed medication must notify their supervisor and Department Head to determine alternative work assignments.
3. Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

Employee Assistance

The City of Joplin encourages employees to voluntarily seek help for drug or alcohol addiction, abuse, or misuse before being selected for a random drug screen and before post-accident drug testing. Such employees will be placed on paid or unpaid administrative leave for a period not exceeding sixty (60) days and allowed to use accrued sick and vacation leave or unpaid leave and must be referred to treatment providers through the EAP or otherwise accommodated as required by law.

Employees will be required to provide documentation from the treatment provider that they are successfully following prescribed treatment and will be subject to Return to Work/random drug testing. Leave time may be extended at the City Manager's discretion if the employee is compliant with their treatment plan.

Any such information will be held in strict confidence. Supervisors who need to know may be kept abreast of employee's progress and leave of absence/return to work needs.

EMPLOYEE RESPONSIBILITIES

Employees are required to:

1. Report to work in a condition that does not impair your ability to perform assigned tasks in a competent and safe manner. Reporting to work impaired from alcohol, drugs or other products is prohibited;
2. Promptly and cooperatively submit to drug and alcohol testing when directed by Human Resources;
3. Notify your supervisor or Department Head when you are taking over the counter or prescribed medication(s) that may impair your ability to perform work or otherwise create a safety hazard;
4. Notify Human Resources on the first scheduled workday of any arrest, charge or conviction for any drug or alcohol related criminal, traffic offense or state law or municipal ordinance violation which occurs on or off duty, including driving While Intoxicated (DWI);
5. Notify Human Resources of all conviction, plea of guilt or SIS, in writing, within five (5) days after such conviction.

SUPERVISOR RESPONSIBILITIES

Supervisors are responsible for ensuring that the employee can perform duties safely or consult with Human Resources about work modifications.

1. Halt work and investigate when they observe alcohol or drug impairment, smoking in the workplace/City worksites/vehicles or receive complaints related to such policy violations;
2. Document and discipline employees, if necessary, regarding policy violations;
3. Notify the Director of Human Resources or HR Safety Manager of violations;
4. Document and contact Human Resources about accommodations for medication restrictions;
5. Comply with policies and procedures.

Required Drug and Alcohol Testing

Pre-employment

Applicants being considered for hire must pass a pre-employment drug test before beginning work. Refusal to submit to testing will result in disqualification from employment consideration.

Random Testing

Separate testing pools are required for non-FTA/FMCSA/DOT employees and those governed by these agencies. The collection site will adhere to federal testing requirements for safety-sensitive FTA/FMCSA/DOT positions.

When a Department Head or supervisor is notified that an employee is selected for drug and/or alcohol testing, they must send the employee to test immediately. Failure to report for testing, refusal to test because of drug or alcohol consumption, or disclosure of substance abuse is subject to disciplinary action, up to and including termination.

Supervisors who interfere with testing or who fail to comply with this policy will be subject to disciplinary action.

Reasonable suspicion

Employees are subject to testing based on observed unsafe work behavior, suspected or apparent workplace drug or alcohol use, possession or attempt to distribute prescription medication and/or manufacture illegal substances, or impairment observations reported by a co-worker or supervisor. HR must be consulted before sending an employee for testing.

SUPERVISOR RESPONSIBILITIES

Supervisors must use the reasonable suspicion observation checklist to document specific observations and behaviors that create a reasonable suspicion that an employee is under the influence of illegal drugs or alcohol. Examples include, but are not limited to:

- Odors (smell of alcohol or drug odors)
- Movements (unsteady, fidgety, dizzy, staggering)
- Eyes (dilated or constricted pupils, redness, glazed eyes, or involuntary eye movements)
- Face (flushed, sweating, confused or blank look)
- Speech (slurred, slow, rapid, loud, confused, hostile)
- Emotions (argumentative, agitated, irritable, drowsy)
- Actions (twitching)
- Inactions (sleeping, unconscious, no reaction to questions)

When reasonable suspicion testing is warranted, both management and HR will meet with the employee to explain the observations and the requirement to undergo a drug and/or alcohol test within two hours. Refusal by an employee will be treated as a positive drug test result and will result in immediate termination of employment.

For reasonable suspicion testing, under no circumstances will the employee be allowed to drive to the testing facility. A member of management must transport the employee or arrange for a cab and arrange for the employee to be transported home.

On the Job Injuries

EMPLOYEE RESPONSIBILITIES

Injuries sustained while on the job, no matter how big or small, shall be immediately reported to your supervisor or Department Head. These notifications must be done, if possible, during the same workday as the injury occurred, and not more than 12 hours after the injury occurs. The City shall not be responsible for unverifiable injuries.

When employees notify their supervisor, they must complete in full an "Injury Report" form. This form will need to be completed with proper signatures prior to receiving medical attention unless the injury is of an emergency nature and medical treatment must be received immediately.

SUPERVISOR RESPONSIBILITIES

Supervisors will be required to investigate and complete additional information relating to the injury using the Injury Report form, then forward the report to the Department Head. The Department Head shall review the accident details thoroughly, sign and forward the "Injury Report" to Human Resources. Supervisors must notify the on-call nurse agency to determine the level of medical treatment needed, except in an emergency. Emergencies include but are not limited to an injury that is life-threatening, unconsciousness, difficulty breathing, uncontrollable bleeding, chest pain or heart attack, stroke, immobility, potential head, neck, spinal injuries, or the employee sustains broken/lacerated/damaged body parts. The Human Resources/Safety Manager will review the form and contact the supervisor and/or employee and witnesses, if additional information is needed, then forward the form to the Workers' Compensation administrator.

Employees who seek medical treatment on their own without receiving prior consent from the on-call nurse agency or Human Resources Department (except in the above referenced emergencies) will be responsible for the payment of such treatment.

DEPARTMENT HEADS are responsible for reviewing the accident forms, completing investigation and taking corrective and/or disciplinary action, if warranted, signing and submitting completed accident forms to Human Resources.

Workers' Compensation

On-the-job injuries are covered by Workers' Compensation. Employees are covered by worker's compensation beginning on their first day of employment.

Any illness or injury compensated through Workers' Compensation must arise as a direct result of the employee's work or working conditions. If you are injured on the job, no matter how minor, report the incident immediately to your supervisor. Consistent with applicable state law, failure to report an injury within a reasonable time could jeopardize your claim.

We ask for your assistance in alerting management to any condition that could lead to or contribute to an employee or visitor accident. See On the Job Injuries in Section 5 – Safety.

If an on-the-job injury results in an employee's absence from work and the employee has followed proper procedures, the employee's pay will be continued on the following basis:

If an employee is absent from work for less than four (4) weeks because of an on-the-job injury, the pay will be continued at a rate of 100%. If an employee is absent from work for more than four (4) weeks because of an on-the-job injury, the pay will be continued at a rate of 90% of the normal pay. In accordance with State law, a portion of Workers' Compensation pay will be paid directly by the City's Third-Party Administration (TPA) and a portion could be paid directly by the City depending upon length of the injury and the amount of pay received.

Vehicle Operation and Accidents

Seat Belts

To comply with all federal, state, and local laws, and help decrease the possibility or severity of injury in vehicle accidents or sudden stops, it is required that a properly adjusted and fastened seat belts be in use while operating or riding in a City vehicle or motorized equipment containing restraining apparatus. This also applies to employees who operate their own personal vehicle or who are passengers in a personal vehicle while on City business or during working hours.

All Department Heads and supervisors are to remind their employees that seat belts are mandatory. Failure to properly use seat belts or to enforce seat belt laws shall result in disciplinary action up to and including termination.

Distracted Driving/Electronic Devices

Distracted driving occurs any time you take your eyes off the road, hands off the wheel, and mind off your primary task: driving safely. Any non-driving activity you engage in is a potential distraction and increases your risk of being involved in a motor vehicle crash (reaching for objects, talking on phones, texting, or browsing electronic devices, etc.). Employees are prohibited from distracted driving activities, including texting, reading texts, or using a handheld device while driving or operating City vehicles and motorized equipment or tools. Safely pull over and park the vehicle if it is necessary to read messages or digital screens.

Vehicle Accidents

Employees must carry proof of city-issued insurance in all City of Joplin vehicles (vans, cars, trucks...). Contact Human Resources or the City Garage if an insurance card is needed.

Employees involved in automobile collisions/crashes while driving a City vehicle must:

- Not leave the scene of the accident;
- Not move the vehicle unless directed to do so by public safety officers;
- Notify the police giving location and whether an ambulance is needed;
- Collect names, phone numbers, addresses and insurance information of other person(s) involved in the accident;
- Collect names, phone numbers, and addresses of all witnesses present;
- Not make any statements concerning the accident other than to the investigating law enforcement officer;
- Advise your supervisor as soon as possible;
- Fill out Incident Report, which must be signed by the Supervisor and Department Head, then submitted to Human Resources and the Garage (all City Departments except Fire) or Fleet Manager (Fire Department);

Department Heads are expected to investigate and provide written disciplinary action for employee-caused accidents resulting in property or other damage and/or injuries.

Post-accident

Employees involved in an on-duty collision or accident while operating a City vehicle (car, truck, trolley, van, bike, etc.) or motorized equipment (cranes, bucket trucks/lifts, forklifts, saws, lawn equipment, etc.), or other work-related accidents and unsafe acts resulting in the following, shall be required to complete post-accident drug and alcohol testing:

- Fatality
- Discharge of a firearm at or in the direction of another person and/or Use of Force Incident resulting in death or serious physical injury that creates a substantial risk of death or that causes serious disfigurement or protracted loss or impairment of the function of any part of the body (RSMo Section 590.1265);
- Bodily Injury requiring medical treatment beyond first aid whether on scene or at a medical facility
- Property damage/Tow Away Accident
- Citation Issued to City employee(s)

In any of these instances, drug and alcohol testing must take place within two hours following the accident, if not sooner. Employees shall refrain from drug or alcohol consumption for up to 12 hours post-accident. Refusal by an employee to complete post-accident testing will be treated as a positive test result and will result in termination of employment.

For post-accident testing, under no circumstances will the employee be allowed to drive to the testing facility. A member of management must transport the employee or arrange for a cab and arrange for the employee to be transported home.

Employees who have not received test results are prohibited from operating a City vehicle/equipment or performing safety-sensitive duties. Employees shall be placed on paid administrative leave pending the results.

Positive test results shall result in disciplinary action, and for any employee covered under the FTA/DOT/FAA/FMCSA results shall be reported to the corresponding federal agency.

In any of these instances, the investigation and subsequent testing must take place within two hours following the accident, if not sooner. Refusal by an employee will be treated as a positive test result and will result in immediate termination of employment.

For post-accident testing, under no circumstances will the employee be allowed to drive to the testing facility. A member of management must transport the employee or arrange for a cab and arrange for the employee to be transported home.

Collection and Testing Procedures

Employees subject to alcohol testing will be transported to a designated testing facility and directed to provide breath specimens. Breath specimens will be tested by trained technicians using federally approved breath alcohol testing devices capable of producing printed results that identify the employee. If an employee's breath alcohol concentration is .04 or more, a second breath specimen will be tested approximately 20 minutes later. The results of the second test will be determinative. Alcohol tests may be a breath, blood, or saliva test, at the company's discretion.

Applicants and employees subject to drug/alcohol testing will report to a designated testing facility that will administer appropriate saliva, breath and/or urine testing. Employees governed by FTA/FMCSA/DOT will undergo testing and collection protocols in compliance with federal regulations.

Applicants and employees may provide specimens in private unless they are suspected of submitting altered, adulterated or substitute specimens. Collected specimens will be sent to a federally certified laboratory and tested for evidence of marijuana, cocaine, opiates, amphetamines, PCP, benzodiazepines, methadone, methaqualone, and propoxyphene use. (Where indicated, specimens may be tested for other illegal drugs.) The laboratory will screen all specimens and confirm all positive screens. There must be a chain of custody from the time specimens are collected through testing and storage.

The laboratory will transmit all positive drug test results to a medical review officer (MRO), who will offer individuals with positive results a reasonable opportunity to rebut or explain the results. Individuals with positive test results may also ask the MRO to have their split specimen sent to another federally certified laboratory to be tested at the applicant's or employee's own expense. Such requests must be made within 72 hours of notice of test results. If the second facility fails to find any evidence of drug use in the split specimen, the employee or applicant will be treated as passing the test. In no event should a positive test result be communicated to City of Joplin until such time that the MRO has confirmed the test to be positive.

Consequences & Discipline

Employees who test positive, or otherwise violate this policy, will be subject to discipline, up to and including termination. Applicants who refuse to cooperate in a drug test or who test positive will not be hired and will not be allowed to reapply/retest in the future. Any refusal to submit to a test shall result in a conclusive presumption that a test would have yielded a positive result for drugs or alcohol that are prohibited by this policy.

Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture or dispense an illegal drug in violation of this policy will be terminated. If the employee refuses to be tested, yet the City (supervisor/Human Resources) believes they are impaired, under no circumstances will the employee be allowed to drive (home). Transportation arrangements will be made to ensure that the employee arrives home safely.

Depending on the circumstances, the employee's work history/record and any state law requirements, City of Joplin may, in its sole discretion, offer an employee who violates this policy or tests positive the opportunity to return to work on a last-chance basis pursuant to mutually agreeable terms, which could include follow-up drug testing at times and frequencies determined by City of Joplin for a minimum of one year but not more than two years as well as a waiver of the right to contest any termination resulting from a subsequent positive test. If the employee either does not complete the rehabilitation program or tests positive after completing the rehabilitation program, the employee will be immediately discharged from employment.

Employees who are tested due to reasonable suspicion or post-accident will be placed on paid or unpaid administrative leave pending the results of the drug or alcohol test. After the results of the test are received, a date and time will be scheduled to discuss the results of the test; this meeting will include a member of management, a union representative (if requested), and HR. Should the results prove to be negative, the employee will receive back pay for the times/days of suspension.

Confidentiality

Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations provided to the MRO will be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files. Such records and information may be disclosed among managers and supervisors on a need-to-know basis and may also be disclosed when relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee or applicant.

Inspections

City of Joplin reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband; affected employees may have union representation involved in this process. All employees, contract employees and visitors may be asked to cooperate in inspections of their persons, work areas and property that might conceal a drug, alcohol, or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline, up to and including discharge.

Crimes Involving Drugs

The City of Joplin prohibits all employees, including employees performing work under government contracts, from manufacturing, distributing, dispensing, possessing, or using an illegal drug in or on company premises or while conducting company business. City of Joplin employees are also prohibited from misusing legally prescribed or over the counter (OTC) drugs. Law enforcement personnel may be notified, as appropriate, when criminal activity is suspected, and the appropriate federal agency (FTA/FMCSA/DOT).

The City of Joplin does not desire to intrude into the private lives of its employees but recognizes that employees' off-the-job involvement with drugs and alcohol may have an impact on the workplace. Therefore, City of Joplin reserves the right to take appropriate disciplinary action for drug use, sale or distribution while off company premises. All employees convicted of, plead guilty to or sentenced for an illegal drug crime must report the conviction, plea or sentence to HR within five calendar days. Failure to comply will result in automatic discharge. Cooperation in complying may result in suspension without pay to allow management to review the nature of the charges and the employee's past record with the City of Joplin.

Definitions

"Company premises" includes all buildings, offices, facilities, grounds, parking lots, lockers, places and vehicles owned, leased or managed by City of Joplin or any off-site location where the employee is conducting City business.

"Illegal drug" means a substance whose use or possession is controlled by federal law but that is not being used or possessed under the supervision of a licensed health care professional. (Controlled substances are listed in Schedules I-V of 21 C.F.R. Part 1308.)

"Refuse to cooperate" means to obstruct the collection or testing process; to submit an altered, adulterated or substitute sample; to fail to show up for a scheduled test; to refuse to complete the requested drug testing forms; or to fail to promptly provide specimen(s) for testing when directed to do so, without a valid medical basis for the failure. Employees who leave the scene of an accident without justifiable explanation prior to submission to drug and alcohol testing will also be considered to have refused to cooperate and will automatically be subject to discharge.

"Under the influence of alcohol" means an alcohol concentration equal to or greater than .04, or actions, appearance, speech or bodily odors that reasonably cause a supervisor to conclude that an employee is impaired because of alcohol use.

"Under the influence of drugs" means a confirmed positive test result for illegal drug use per this policy. In addition, it means the misuse of legal drugs (prescription and possibly OTC) when there is not a valid prescription from a physician for the lawful use of a drug in the course of medical treatment (containers must include the patient's name, the name of the substance, quantity/amount to be taken and the period of authorization).

Enforcement

The Director of Human Resources/Risk Management and HR Safety Manager are responsible for policy interpretation, administration, and enforcement.

Supplemental Policies and Processes

Joplin Drug Policy for FTA/DOT/FAA Safety Sensitive Positions

THE CITY OF JOPLIN IS COMMITTED TO ENFORCING A DRUG AND ALCOHOL POLICY THAT IS IN COMPLIANCE WITH 49 CFR PART 655, AND 49 CFR PART 40, AS AMENDED. BY FOLLOWING THIS POLICY, THE CITY OF JOPLIN IS COMPLIANT WITH THE FEDERAL TRANSIT ADMINISTRATION'S GUIDELINES CONCERNING DRUG AND ALCOHOL TESTING AND FMCSA CLEARINGHOUSE.

THIS POLICY APPLIES TO ALL "SAFETY-SENSITIVE FUNCTIONS" AND "SAFETY-SENSITIVE POSITIONS" COVERED BY THE FTA, DOT, AND FAA, AND REFERS ONLY TO EMPLOYEES PERFORMING THOSE FUNCTIONS OR WHO ARE IN THOSE POSITIONS.

PROCEDURES

A. PURPOSE

1) The City of Joplin provides public transit, deviated fixed route and demand response for the residents of the Joplin Metro Area. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, the City of Joplin declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.
2) Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol -free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. This policy is intended to comply with all applicable Federal regulations governing workplace anti- drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.
3) Any provisions set forth in this policy that are included under the sole authority of the City of Joplin and are not provided under the authority of the above-named Federal regulations are underlined. Tests conducted under the sole authority of the City of Joplin will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.

B. APPLICABILITY

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full- or part-time) when performing safety sensitive duties. All City of Joplin employees who perform safety-sensitive functions, are covered under this policy under the sole authority of the City of Joplin. See Attachment "A" for a list of positions and the authority under which they are included.

A safety-sensitive function is operation of mass transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, dispatchers or person controlling the movement of revenue service vehicles, and any transit employee who operates a vehicle that requires a Commercial Driver's License to operate. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. A list of safety-sensitive positions who perform one or more of the above-mentioned duties is provided in Attachment A. Supervisors are only safety sensitive

if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they operate a vehicle that requires a CDL or receive remuneration for service in excess of actual expense.

C. DEFINITIONS

Accident: An occurrence associated with the operation of a vehicle even when not in revenue service, if as a result:

1) An individual dies;
2) An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
3) One or more vehicles incur disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, disabling damage means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, mirrors or windshield wipers that makes them inoperative

Adulterated specimen: A specimen that has been altered, as evidence by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

Alcohol Concentration: Expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.

Aliquot: A fractional part of a specimen used for testing taken as a sample representing the whole specimen.

Canceled Test: A drug or alcohol test that has a problem identified that cannot be or has not been corrected. A canceled test is neither positive nor negative.

Confirmatory Drug Test: A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or metabolite.

Confirmatory Validity Test: A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

Covered Employee Under FTA Authority: An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees).

Designated Employer Representative (DER): An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

Department of Transportation (DOT): For the purposes of Drug and Alcohol regulatory oversight, DOT is the department of the federal government which includes the Federal Transit Administration, Federal Railroad Administration, Federal Aviation Administration, Federal Motor Carriers' Safety Administration, Pipeline & Hazardous Materials Safety Administration, United States Coast Guard, and the Office of the Secretary of Transportation.

Dilute specimen: A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

Disabling damage: Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, mirrors, or windshield wipers that makes them inoperative.

DOT Regulated Employees: Positions that are safety-sensitive employees who are tested under the authority of the U.S. Department of Transportation (DOT). Please see Attachment A for a list of these employees.

Evidentiary Breath Testing Device (EBT): A Device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations. Approved devices are listed on the National Highway Traffic Safety Administration (NHTSA) conforming products list.

Initial Drug Test (Screening Drug Test): The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

Initial Specimen Validity Test: The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid.

Invalid Result: The result reported by a Department of Health & Human Services (HHS)-certified laboratory in accordance with the criteria established by the HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

Laboratory: Any U.S. laboratory certified by HHS under the National Laboratory Certification program as meeting standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.

Limit of Detection (LOD): The lowest concentration at which a measurand can be identified, but (for quantitative assays) the concentration cannot be accurately calculated.

Limit of Quantitation: For quantitative assays, the lowest concentration at which the identity and concentration of the measurand can be accurately established.

Medical Review Officer (MRO): A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.

Negative Dilute: A drug test result which is negative for the five drug/drug metabolites but has a specific gravity value lower than expected for human urine.

Negative result: The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen.

Non-negative test result: A urine specimen that is reported as adulterated, substituted, invalid, or positive for drug/drug metabolites.

Oxidizing Adulterant: A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites, or affects the reagents in either the initial or confirmatory drug test.

Performing (a safety-sensitive function): A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

Positive result: The result reported by an HHS-Certified laboratory when a specimen contains a drug or drug metabolite equal or greater to the cutoff concentrations.

Prohibited drug: Identified as marijuana, cocaine, opiates, amphetamines (including ecstasy), or phencyclidine at levels above the minimum thresholds specified in 49 CFR Part 40, as amended.

Reconfirmed: The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

Rejected for Testing: The result reported by an HHS-Certified laboratory when no tests are performed for a specimen because of a fatal flaw or a correctable flaw that has not been corrected.

Revenue Service Vehicles: All transit vehicles that are used for passenger transportation service. Safety-sensitive functions: Employee duties identified as:

a) The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.
b) The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Driver License (CDL).
c) Maintaining a revenue service vehicle or equipment used in revenue service.
d) Controlling the movement of a revenue service vehicle.
e) Carrying a firearm for security purposes.
f) Positions that:
    i. May operate or cause to operate a powered vehicle or equipment that could present a clearly significant life-threatening danger to him/herself, coworkers, or the general public,
    ii. Requires the exercise of discriminating judgement and/or a high degree of care and caution in carrying out the functions of the position, in which a drug impairment constitutes an immediate and direct threat to public health and safety.
    iii. The duties are responsible to provide for the life and safety of themselves, other employees, and the general public.

Split Specimen Collection: A collection in which the urine collected is divided into two separate bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

Substance Abuse Professional (SAP): A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed marriage and family therapist, or drug and alcohol counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and other Drug Abuse (ICRC) or by the National Board for Certified Counselors, Inc. (NBCC) and Affiliates/Master Addictions Counselor with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

Substituted specimen: A urine specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.

Test Refusal: It is considered a refusal to test if the employee:

a) Fails to appear for any test (excluding a pre-employment test) within a reasonable time, as determined by the employer, after being directed to do so by the employer:
    (1) For reasonable suspicion, post-accident and random testing, the employee is required to arrive at the testing site within two hours of the notice to test. Two hours is considered to be a reasonable amount of time by the City of Joplin.
    (2) For pre-employment, return-to-duty and follow-up testing, the employee is expected to arrive at the test site at their appointed time.
b) Fails to remain at the testing site until the testing process is complete.
c) Fails to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations.
d) In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen.
e) Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
f) Fails or declines to take a second test the employer or collector has directed.
g) Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the ``shy bladder'' or “shy lung” procedures.
h) Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process)
i) Submits a specimen that is verified adulterated or substituted by the MRO.
j) Fails or refuses to sign Step 2 of the alcohol testing form.
k) Fails to follow the observer’s instructions during an observed collection including instructions to raise clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if there is a prosthetic or other device that could be used to interfere with the collection process.
l) Possesses or wears a prosthetic or other device that could be used to interfere with the collection process.
m) Admits to the collector or MRO that s/he adulterated or substituted the specimen.

Verified negative test: A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

Verified positive test: A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

Validity testing: The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

D. EDUCATION AND TRAINING

1) Every covered employee will have ready access to the corresponding federal regulations including 49 CFR Part 655 and 49 CFR Part 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.

2) All supervisory personnel who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

E. PROHIBITED SUBSTANCES

1) Prohibited substances addressed by this policy include the following.
    a. Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times in the workplace. This includes, but is not limited to: marijuana, amphetamines (including methamphetamine and ecstasy), opiates (including heroin), phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Also, the medical use of marijuana, the use of hemp related products, or any products containing THC (including CBD) which cause drug or drug metabolites to be present in the body above the minimum thresholds is a violation of this policy.

       Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all employees covered under FTA Authority be tested for marijuana, cocaine, amphetamines (including methamphetamine and ecstasy), opiates (including heroin), and phencyclidine as described in Section H of this policy. Employees covered under City of Joplin authority will also be tested for these same substances. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty.
    b. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to the employee's supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions. The Supervisor will make the determination whether to notify City of Joplin Human Resources Department.
    c. Alcohol: The use of beverages containing alcohol (including any mouthwash, medication, food, candy) or any other substances such that alcohol is present in the body while performing safety-sensitive job functions is prohibited. A random or reasonable suspicion alcohol test can only be performed on a covered employee under 49 CFR Part 655 just before, during, or just after the performance of safety-sensitive job functions. Under City of Joplin authority, a non-DOT alcohol test can be performed any time an employee is on duty.

F. PROHIBITED SUBSTANCES

1) All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.
2) Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline.
3) The City of Joplin shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol.
4) Each covered employee is prohibited from reporting to work or remaining on duty requiring the

performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater regardless of when the alcohol was consumed.

5) No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until they submit to the post-accident drug/alcohol test, whichever occurs first.
6) No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
7) The City of Joplin under its own authority also prohibits the consumption of alcohol at all times employee while on duty, or anytime the employee is in uniform.
8) Consistent with the Drug-free Workplace Act of 1988, all City of Joplin employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the work place including transit system premises and transit vehicles.

G. DRUG STATUTE CONVICTION

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify City of Joplin management of any criminal drug statute conviction for a violation within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in Section Q.10 of this policy.

H. TESTING REQUIREMENTS

1) Analytical urine drug testing and breath testing for alcohol will be conducted as set forth in 49 CFR Part 40 as amended. All employees covered under FTA authority shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in Section K, L, M, and N of this policy, and return to duty/follow-up. All employees covered under City of Joplin authority will also be subject to testing for reasonable suspicion, post-accident, random and return to duty/follow up using non-DOT testing forms.
2) A drug test can be performed any time a covered employee is on duty. A reasonable suspicion or random alcohol test can only be performed just before, during, or just after the performance of a safety-sensitive job function. Under City of Joplin authority, a non-DOT alcohol test can be performed any time an employee is on duty.
3) All covered employees will be subject to urine drug testing and breathe alcohol testing as a condition of ongoing employment with the City of Joplin. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in Section Q of this policy.

I. DRUG TESTING PROCEDURES

1) Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.
2) The drugs that will be tested for include marijuana, cocaine, opiates (including heroin), amphetamines (including methamphetamine and ecstasy), and phencyclidine. After the identity of the donor is checked using picture identification, a urine specimen will be collected using the split specimen collection method described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the GC/MS test are above the minimum thresholds established in 49 CFR Part 40, as amended.
3) The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug

testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substituted, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result, and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to the City of Joplin Drug and Alcohol Program Manager (DAPM). If a legitimate explanation is found, the MRO will report the test result as negative to the DAPM.

4) 4) If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.
5) Any covered employee who questions the results of a required drug test under paragraphs L through P of this policy may request that the split sample be tested. The split sample test must be conducted at a different HHS- certified laboratory than the one that analyzed the primary specimen. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. The City of Joplin will ensure that the cost for the split specimen are covered in order for a timely analysis of the sample; however, the City of Joplin will seek reimbursement for the split sample test from the employee if the result of the split specimen analysis confirms the result of the primary specimen analysis.
6) If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled. If the split specimen is not available to analyze, the MRO will direct the City of Joplin to retest the employee under direct observation.
7) The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary specimen is positive, it will be retained in frozen storage for one year and the split specimen will also be retained for one year. If the primary is positive, the primary and the split will be retained for longer than one year for testing if so requested by the employee through the Medical Review Officer, or by the employer, by the MRO, or by the relevant DOT agency.
8) Observed collections
    a) Consistent with 49 CFR Part 40, as amended, collection under direct observation (by a person of the same gender) with no advance notice will occur if:
        i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to City of Joplin that there was not an adequate medical explanation for the result;
        ii. The MRO reports to City of Joplin that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed;
        iii. The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen as negative- dilute and that a second collection must take place under direct observation (see §40.197(b)(1));
        iv. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
        v. The temperature of the original specimen was out of range;
        vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with.
        vii. The test is a follow-up-test; or
        viii. The test is a return-to-duty test.

J. ALCOHOL TESTING PROCEDURES

1) Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). Alcohol screening tests may be performed using a non-evidential testing device which is also approved by NHTSA. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted no sooner than fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee's privacy and to maintain the integrity of the alcohol testing procedures and validity of the test result.
2) An employee who has a confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in Section Q. of this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours or until the start of their next scheduled shift and will be subject to the consequences described in Section Q of this policy. An alcohol concentration of less than 0.02 will be considered a negative test.
3) The City of Joplin affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.
4) The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

K. PRE-EMPLOYMENT TESTING

1) All applicants for covered transit positions shall undergo urine drug testing prior to performance of a safety-sensitive function.
    a) All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant will not be allowed to perform safety-sensitive functions unless the applicant takes a drug test with verified negative results.
    b) An employee shall not be placed or transferred into a position covered under FTA authority until the employee takes a drug test with verified negative results.
    c) City of Joplin employees transferring from a non-FTA position to another non-FTA position will NOT have to take another pre-employment test.
    d) If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded and the applicant will be referred to a SAP, when appropriate. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.
    e) When an employee being placed, transferred, or promoted from a non-covered position to a position covered under FTA authority submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with Section Q herein.
    f) If a pre-employment test is canceled, the City of Joplin will require the applicant to take and pass another pre-employment drug test.
    g) In instances where a FTA covered employee does not perform a safety-sensitive function for a

period of 90 consecutive days or more regardless of reason, and is removed from the random testing pool during that time, the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to resuming safety-sensitive job functions.

h) Following a negative dilute test result, the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed by the MRO.

i) Applicants are required (even if ultimately not hired) to provide the City of Joplin with signed written releases requesting FTA drug and alcohol records from all previous DOT-covered employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being rescinded. The City of Joplin is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre- employment test for a DOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a DOT covered employer, the applicant must provide The City of Joplin proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

L. REASONABLE SUSPICION TESTING

1) All City of Joplin FTA covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably conclude that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. However, under City of Joplin's authority, a non-DOT reasonable suspicion alcohol test may be performed any time the covered employee is on duty. A reasonable suspicion drug test can be performed any time the covered employee is on duty. All employees covered under the sole authority of the City of Joplin will also be subject to non-USDOT reasonable suspicion testing procedures modeled on the provisions in 49 CFR Part 40.
2) All covered employees who are told to report for a reasonable suspicion test will be driven to the third-party testing site by another employee, preferably a supervisor, not involved in the accident, or kept under continuous supervision while ceasing all work activities during any waiting period for a specimen collector to arrive if the test is to be on site.
    a) Employees are expected to arrive at the testing site as quickly as possible, and preferably within two hours of the notice to test. If the employee is not able to arrive at the testing site within that time, the employee is required to notify Human Resources.
    b) Failure to report within the two hour time frame will result in disciplinary action up to and including termination from City of Joplin employment under the sole authority of the City of Joplin.
3) The employee shall be placed on paid administrative leave pending disciplinary action described in Section Q of this policy. An employee who refuses to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as specified in Section Q of this policy.
4) A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to the City of Joplin Human Resources Department.
5) When there are no specific, contemporaneous, articulable objective facts that indicate current drug

or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred for assessment and treatment consistent with the Disciplinary chapter of the City of Joplin Employee Manual. The City of Joplin shall place the employee on administrative leave in accordance with the provisions set forth under Section Q of this policy. Testing in this circumstance would be performed under the direct authority of the City of Joplin. Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy or a positive test result under Federal authority. However, self-referral does not exempt the covered employee from testing under Federal authority as specified in Sections L through N of this policy or the associated consequences as specified in Section Q.

M. POST-ACCIDENT TESTING

1) FATAL ACCIDENTS - All covered employees will be required to undergo urine and breath testing if they are involved in an accident with a transit vehicle that results in a fatality, regardless of whether or not the vehicle is in revenue service. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident.
    a) All covered employees involved in a fatal accident will be driven to the third-party testing site by another employee, preferably a supervisor, not involved in the accident.
        i. Employees are expected to arrive at the testing site as quickly as possible, and preferably within two hours of the notice to test. If the employee is not able to arrive at the testing site within that time, the employee is required to notify Human Resources.
        ii. Failure to report within the two hour time frame will result in disciplinary action up to and including termination from City of Joplin employment under the sole authority of the City of Joplin.

2) NON-FATAL ACCIDENTS - A post-accident test of the operator will be conducted if an accident results in injuries requiring immediate transportation to a medical treatment facility; or one or more vehicles incurs disabling damage, unless the operator's performance can be completely discounted as a contributing factor to the accident.
    a) As soon as practicable following an accident, as defined in this policy, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.
    b) The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours after the accident for alcohol, and no longer than 32 hours after the accident for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.
    c) All covered employees involved in a non-fatal accident will be driven to the third-party testing site by another employee, preferably a supervisor, not involved in the accident.
        i. Employees are expected to arrive at the testing site as quickly as possible, and preferably within two hours of the notice to test. If the employee is not able to arrive at the testing site within that time, the employee is required to notify Human Resources.
        ii. Failure to report within the two hour time frame will result in disciplinary action up to and including termination from City of Joplin employment under the sole authority of the City of Joplin.
    d) Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.

e) An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.
f) Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.
g) In the rare event that the City of Joplin is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), City of Joplin may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

N. RANDOM TESTING

1) All covered employees will be subjected to random, unannounced testing. Employees covered under FTA authority will be selected from a pool of DOT-covered safety-sensitive employees. Safety-Sensitive Employees covered under City of Joplin authority will be selected from a pool of non-FTA employees. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of employees.
2) The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.
3) The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates established by Federal regulations for those safety-sensitive employees subject to random testing by Federal regulations. The current random testing rate for drugs established by FTA equals twenty- five percent of the number of covered employees in the pool and the random testing rate for alcohol established by FTA equals ten percent of the number of covered employees in the pool. Non-FTA safety-sensitive City of Joplin employees will be randomly tested at the same rate under a separate pool.
4) Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.
5) Covered transit employees that fall under the Federal Transit Administration regulations will be included in one random pool maintained separately from the testing pool of non-safety-sensitive employees that are included solely under City of Joplin authority.
6) Random drug tests can be conducted at any time during an employee's shift. Random alcohol tests can only be performed just before, during, or just after the performance of a safety sensitive duty. However, under City of Joplin's authority, a non-DOT random alcohol test may be performed any time the employee is on duty. Testing can occur during the beginning, middle, or end of an employee's shift.
7) Employees are required to proceed immediately to the collection site upon notification of their random selection.
    a) Employees are expected to arrive at the testing site as quickly as possible, and preferably within two hours of the notice to test. If the employee is not able to arrive at the testing site within that time, the employee is required to notify Human Resources.
    b) Failure to report within the two-hour time frame will result in disciplinary action up to and including termination from City of Joplin employment under the sole authority of the City of Joplin.

O. RETURN-TO-DUTY TESTING

City of Joplin will terminate the employment of any employee who tests positive or refuses a test as specified in section Q of this policy. However, in the rare event an employee is reinstated as a result of a court order or other action beyond the control of the City of Joplin, the employee must complete the return-to-duty process prior to resuming safety-sensitive functions.

All covered employees who previously tested positive on a drug or alcohol test or refused a test, must be evaluated by a Substance Abuse Professional (SAP). Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend a return-to-duty test only when the employee has successfully completed the treatment requirements and is known to be drug and alcohol-free and there are no undue concerns for public safety.

The employee's return-to-duty test must be negative for drugs, alcohol (below 0.02 for alcohol), or both before the employee may resume safety-sensitive duties. For an initial positive drug test, a return-to-duty drug test is required and an alcohol test is allowed. For an initial positive alcohol test a return-to-duty alcohol test is required and a drug test is allowed.

Additionally, non-DOT return-to-duty testing is required for all City employees who have been off work for more than 60 days, for any reason. Further, non-DOT return-to-duty testing is required for all City employees who have been off for more than 30 days because of an injury or illness that requires medical attention. All such testing will be done solely under the authority of the City of Joplin and will be conducted using non-DOT forms.

P. FOLLOW-UP TESTING

Covered employees that have returned to duty following a positive or refused test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed during the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP, reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate from and in addition to random, post-accident, reasonable suspicion and return-to-duty testing.

In the instance of a self-referral or a management referral, the employee will be subject to non-USDOT follow-up tests and follow-up testing plans modeled on the process described in 49 CFR Part 40. However, non-USDOT follow-up tests and all paperwork associated with an employee's return-to-work agreement that was not precipitated by a positive test result (or refusal to test) do not constitute a violation of the Federal regulations, will be conducted solely under city authority, and will be performed using non-DOT testing forms.

Q. RESULT OF DRUG/ALCOHOL TEST

1) Any covered employee that has a verified positive drug or alcohol test, or test refusal, will be removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, and referred to a Substance Abuse Professional (SAP) for assessment. The employee also will be terminated.
2) Following a negative dilute test result, the employee will be required to undergo another test. Should this second test also have a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
3) Refusal to submit to a drug/alcohol test shall be considered a positive test result and a direct act of insubordination and shall result in termination and referral to the SAP. A test refusal includes the following circumstances:
    a) Failure to appear for any test (excluding a pre-employment test) within a reasonable time, as determined by the employer, after being directed to do so by the employer.
        i. For reasonable suspicion, post-accident and random testing, the employee is required to arrive at the testing site within two hours of the notice to test. Two hours is considered to be a reasonable amount of time by the City of Joplin.
        ii. For pre-employment, return-to-duty and follow-up testing the employee is expected to arrive at the test site at the appointed time.

b) Failure to remain at the testing site until the testing process is complete.
c) Failure to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations.
d) In the case of a directly observed or monitored collection in a drug test, failure to permit the observation or monitoring of the provision of a specimen.
e) Failure to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
f) Failure to take a second test the employer or collector has directed the employee to take.
g) Failure to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the ``shy bladder'' or “shy lung” procedures.
h) Failure to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process).
i) Submission of a specimen that has been verified as adulterated or substituted test by the MRO.
j) Failure or refusal to sign Step 2 of the alcohol testing form.
k) Failure to follow the observer’s instructions during an observed collection including instructions to raise clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if there is a prosthetic or other device that could be used to interfere with the collection process.
l) Possession or wearing of a prosthetic or other device that could be used to interfere with the collection process.
m) Admission to the collector or MRO that the employee adulterated or substituted the specimen.

4) For the first instance of a verified positive test from a sample submitted as the result of a random, reasonable suspicion or post-accident drug or alcohol test (0.04 BAC), disciplinary action against the employee shall include immediate termination of employment with the City of Joplin, and referral to a Substance Abuse Professional for assessment.
5) An alcohol test result of 0.02 to 0.039 BAC, while not a positive test result as defined by DOT, shall result in discipline up to and including termination from City of Joplin employment under the sole authority of the City of Joplin.
6) In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:
    a) Mandatory referral for an assessment by an employer approved counseling professional, formulation of a treatment plan, and execution of a return to work agreement;
    b) Failure to execute, or remain compliant with the return-to-work agreement shall result in termination from City of Joplin employment.
        i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as described in Section P of this policy; however, all follow-up testing performed as part of a return-to-work agreement required under section Q.9 of this policy is under the sole authority of City of Joplin and will be performed using non- DOT testing forms.
    c) Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination. All tests conducted as part of the return-to-work agreement will be conducted under city authority and will be performed using non-DOT testing forms.
    d) A self-referral or management referral to the employer's approved counseling professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in Section Q of this policy.

e) Periodic unannounced follow-up drug/alcohol tests conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test result in relation to the progressive discipline defined in Section Q of this policy.
f) A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with the City of Joplin.
g) A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.

7) Failure of an employee to report within five days a criminal drug statute conviction for a violation shall result in termination.

R. GRIEVANCE AND APPEAL

The consequences specified by Section 40.149(c) for a positive test or test refusal are not subject to arbitration or an appeal, as specified in the Rules and Discipline section of the Rules and Regulation manual.

S. PROPER APPLICATION OF THE POLICY

The City of Joplin is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination. Employees are expected to aid in the enforcement of this policy. Employees are also expected to realize that the proper enforcement of this policy is in the best interest of the City of Joplin and all of its employees.

T. INFORMATION DISCLOSURE

1) Drug/alcohol testing records shall be maintained by the City of Joplin Drug and Alcohol Program Manager in accordance with HIPAA and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without the written consent of the tested employee.
2) The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.
3) Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need-to-know basis.
4) Records will be released to a subsequent employer only upon receipt of a written request from the employee.
5) Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding.
6) Records will be released to the National Transportation Safety Board during an accident investigation.
7) Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.
8) Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
9) Records will be released if requested by a Federal, state or local safety agency with regulatory authority over the City of Joplin or the employee.

10) If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40, as amended, necessary legal steps to contest the issuance of the order will be taken
11) In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

Appendix A: Medical Coverage

Medical Benefit Summary – Please see the current Summary Plan Description (SPD) for additional details. Where this summary differs from the SPD, the SPD will hold.

UMR Utilizing UHC Choice Plus PPO Network	IN-NETWORK	OUT-OF-NETWORK
Annual Deductible Per Calendar Year:		
• Per Person	$750	$1,500
• Per Family	$1,500	$3,000
– Individual Embedded Deductible	$750	$1,500
Note: Embedded Deductible Means That If You Have Family Coverage, Any Combination Of Covered Family Members May Help Meet The Maximum Family Deductible; However, No One Person Will Pay More Than His Or Her Embedded Individual Deductible Amount.		
Plan Participation Rate, Unless Otherwise Stated:		
• Paid By Plan After Satisfaction Of Deductible	80%	60%
Annual Total Out-Of-Pocket Maximum Excluding The Prescription Benefit Out-Of-Pocket Maximum:		
• Per Person	$2,000	$6,000
• Per Family	$4,000	$12,000
– Individual Embedded Out-Of-Pocket Maximum	$2,000	$6,000
Note: Embedded Out-Of-Pocket Maximum Means That If You Have Family Coverage, Any Combination Of Covered Family Members May Help Meet The Family Out-Of-Pocket Maximum; However, No One Person Will Pay More Than His Or Her Embedded Individual Out-Of-Pocket Maximum Amount.		
Office Charges including Walk-In Retail Clinics		
• Co-pay Per Visit	$25	60% after deductible
Teladoc Services:		
General Medicine:		
Co-pay Per Occurrence	$25	
Note: Multiple Co-pays Apply When Multiple Claims Are Billed On The Same Date Of Service.		
Emergency Services / Treatment:		
Urgent Care:		
• Co-pay Per Visit	$50	60% after deductible
Emergency Room Only:		
• Co-pay Per Visit (Waived If Admitted As Inpatient Within 24 Hour(s))	$150	$150
Preventive/Routine Care Benefits. Benefits Include services such as: Preventive/Routine Physical Exams At Appropriate Ages, Immunizations, Preventive/Routine Tests, Labs and X-Rays At Appropriate Ages, Preventive/Routine Mammograms And Breast Exams, Preventive/Routing Pelvic Exam And Pap Tests, Preventive/Routine PSA Test And Prostate Exam, Preventive/Routine Screenings/Services At Appropriate Ages and Gender, Preventive/Routine Hearing Exams		
• Paid By Plan	100%	60% after deductible

PRESCRIPTION SCHEDULE OF BENEFITS OPTUMRX	
Annual Pharmacy Out-Of-Pocket Maximum Per Calendar Year: • Per Person • Per Family Individual Embedded Out-Of-Pocket Maximum	 $5,100 $10,200 $5,100
Note: Embedded Out-Of-Pocket Maximum Means That If You Have Family Coverage, Any Combination Of Covered Family Members May Help Meet The Family Out-Of-Pocket Maximum; However, No One Person Will Pay More Than His Or Her Embedded Individual Out-Of-Pocket Maximum Amount.	
By Participating Retail Pharmacy Covered Person's Co-pay Amount Tier 1 (Generic And Some Brand-Name) Tier 2 (Preferred Brand-Name And Some Generic) Tier 3 (Nonpreferred Brand-Name And Nonpreferred Generic) **Co-pay For Each Supply By** Participating Pharmacy For These Diabetes Supplies: Non-meter Blood Test Strips, Urine Test Strips, Lancets, Alcohol Swabs, Reaction-Treating Tablets, Diabetic Needles And Syringes.	 For Up To A 30-Day Supply: $10 $30 $50 $0
Retail 90 Rx By Participating Retail Pharmacy Covered Person's Co-pay Amount Tier 1 (Generic And Some Brand-Name) Tier 2 (Preferred Brand-Name And Some Generic) Tier 3 (Nonpreferred Brand-Name And Nonpreferred Generic) **Co-pay For Each Supply By** Participating Pharmacy For These Diabetes Supplies: Non-meter Blood Test Strips, Urine Test Strips, Lancets, Alcohol Swabs, Reaction-Treating Tablets, Diabetic Needles And Syringes.	 For Up To A 90-Day Supply (At Least 84 Days): $30 $90 $150 $0
By OptumRx Home Delivery Covered Person's Co-pay Amount Tier 1 (Generic And Some Brand-Name) Tier 2 (Preferred Brand-Name And Some Generic) Tier 3 (Nonpreferred Brand-Name And Nonpreferred Generic) **Co-pay For Each Supply By** Participating Pharmacy For These Diabetes Supplies: Non-meter Blood Test Strips, Urine Test Strips, Lancets, Alcohol Swabs, Reaction-Treating Tablets, Diabetic Needles And Syringes.	 For Up To A 90-Day Supply: $25 $75 $125 $0
Specialty Drugs Covered Person's Co-pay Amount Tier 1 (Generic And Some Brand-Name) Tier 2 (Preferred Brand-Name And Some Generic) Tier 3 (Nonpreferred Brand-Name And Nonpreferred Generic)	 $10 $30 $50
Note: Certain Specialty Prescription Drugs May Be Subject To A Separate Cost Share. *Note: Optum Specialty Pharmacy Must Be Used To Fill Specialty Medications.*	

By Non-Participating Pharmacy	Requires Payment For The Prescription Up Front. Reimbursement May Be Submitted and Covered Prescription Drugs Will Be Based On The Lowest Contracted Amount Of A Participating Pharmacy Minus Any Applicable Retail Co-pay.

Appendix B: Dental Coverage

Dental Benefit Summary – Please see the current Summary Plan Description (SPD) for additional details. Where this summary differs from the SPD, the SPD will hold.

Delta Dental Coverage Levels and Percentages:	PPO Dentist	Premier Dentist	Non-Participating Dentist
Coverage A – Preventive:	100%	100%	100%
Coverage B - Basic:	90%	90%	80%
Coverage C - Major:	60%	60%	50%
Coverage D - Orthodontic:	50%	50%	50%
Deductible:	$25	$25	$25
Applies to:	B & C Coverage	B & C Coverage	B & C Coverage
Family limit:	$75	$75	$75
Amounts paid by the Member toward the deductible apply to all deductible categories (PPO, Premier, and Non-Participating Dentist)			
Benefit Maximum:			
Coverage A, B, C	$750	$750	$750
Amounts paid by Delta are applied to all benefit maximums (PPO, Premier, and Non-Participating Dentist)			
Orthodontic Lifetime Maximum:	$750	$750	$750
Amounts paid by Delta are applied to all benefit maximums (PPO, Premier, and Non-Participating Dentist)			

Appendix C: Vision Coverage

Vision Benefit Summary – Please see the current benefit summary for additional details. Where this summary differs from the benefit summary, the benefit summary will hold.

EyeMed Vision Care Services	In-Network	Out-of-Network Reimbursement
Exam with Dilation as Necessary	$10 Co-pay	Up to $40
Retinal Imaging	Up to $39	N/A
Frames	$0 Co-pay; $130 allowance; 20% off balance over $130	Up to $91
Standard Plastic Lenses		
Single Vision	$15 Co-pay	Up to $30
Bifocal	$15 Co-pay	Up to $50
Trifocal	$15 Co-pay	Up to $70
Standard Progressive	$80 Co-pay	Up to $50
Premier Progressive Lens	$100 - $125 Co-pay	Up to $50
Lenticular	$15 Co-pay	Up to $70
Lens Options		
UV Treatment	$15	N/A
Tint (Solid and Gradient)	$15	N/A
Standard Plastic Scratch Coating	$15	N/A
Standard Polycarbonate	$40	N/A
Standard Anti-Reflective Coating	$45	N/A
Premium Anti-Reflective Coating	$57 - $68	N/A
Photochromatic/Transitions	$75	N/A
Polarized and Other Add-On Services	20% off retail price	N/A
Contact Lens Fit and Follow-Up		
Standard Contact Lens Fit & Follow-Up	Up to $55	N/A
Premium Contact Lens Fit & Follow-Up	10% off retail	N/A
Contact Lenses		
Conventional	$0 Co-pay; $110 allowance; 15% off balance over $110	Up to $110
Disposable	$0 Co-pay; $110 allowance; plus balance over $110	Up to $110
Medically Necessary	$0 Co-pay, Paid-in-full	Up to $210
Frequency		
Examination	Once per 12 months	
Lenses or Contact Lenses	Once per 12 months	
Frame	Once per 24 months	

Appendix D: FMLA / Military Leave Forms

Certification of Healthcare Provider for a Serious Health Condition

- Employee's serious health condition, form WH-380-E – use when a leave request is due to the medical condition of the employee.
- Family member's serious health condition, form WH-380-F – use when a leave request is due to the medical condition of the employee's family member.
- Help for health care providers – This flier guides healthcare providers through FMLA rules concerning medical certifications. It's a handy tool that medical professionals can use to make sure patients' and family caregivers' employment is protected as they deal with serious health conditions.

Certification of Military Family Leave

- Qualifying Exigency, form WH-384 – use when the leave request arises out of the foreign deployment of the employee's spouse, son, daughter, or parent.
- Military Caregiver Leave of a Current Servicemember, form WH-385 – use when requesting leave to care for a family member who is a current service member with a serious injury or illness.
- Military Caregiver Leave of a Veteran, form WH-385-V – use when requesting leave to care for a family member is who a covered veteran with a serious injury or illness.

https://www.opm.gov/policy-data-oversight/pay-leave/leave-administration/fact-sheets/family-and-medical-leave-qualifying-exigency-leave/

Appendix E: FMLA Definitions § 630.201.

(b) In subparts B through G of this part:

Accrued leave means the leave earned by an employee during the current leave year that is unused at any given time in that year.

Adoption refers to a legal process in which an individual becomes the legal parent of another's child. The source of an adopted child - e.g., whether from a licensed placement agency or otherwise - is not a factor in determining eligibility for leave under this subpart.

Birth means the delivery of a living child. When the term "birth" is used in connection with the use of leave under this subpart before birth, it refers to an anticipated birth.

Child means -

(1) A biological, adopted, step, or foster son or daughter of the employee;

(2) A person who is a legal ward or was a legal ward of the employee when that individual was a minor or required a legal guardian;

(3) A person for whom the employee stands *in loco parentis* or stood *in loco parentis* when that individual was a minor or required someone to stand *in loco parentis;* or

(4) A son or daughter, as described in paragraphs (1) through (3) of this definition, of an employee's spouse or domestic partner.

The child may be -

(1) Under 18 years of age; or

(2) 18 years of age or older and incapable of self-care because of a mental or physical disability. A son or daughter incapable of self-care requires active assistance or supervision to provide daily self- care in three or more of the "activities of daily living" (ADL's) or "instrumental activities of daily living" (IADL's). Activities of daily living include adaptive activities such as caring appropriately for one's grooming and hygiene, bathing, dressing, and eating. Instrumental activities of daily living include cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using the telephones and directories, using a post office, etc. A "physical or mental disability" refers to a physical or mental impairment that substantially limits one or more of the major life activities of an individual as defined in 29 CFR 1630.2 (h), (i) and (j).

A child on covered active duty or call to covered active-duty status means the employee's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood in loco parentis, who is on covered active duty or call to covered active duty status, and who is of any age.

Covered military member means the employee's spouse, son, daughter, or parent on covered active duty or call to covered active-duty status.

Covered active duty or *call to covered active-duty status* means -

(1) In the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty); and

(2) In the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation pursuant to any of the following sections of title 10, United States Code, or any other provision of law during a war or during a national emergency declared by the President or Congress:

(i) Section 688, which authorizes ordering to active duty retired members of the Regular Armed Forces and members of the Retired Reserve retired after 20 years for length of service, and members of the Fleet Reserve or Fleet Marine Corps Reserve;

(ii) Section 12301(a), which authorizes ordering all reserve component members to active duty in the case of war or national emergency declared by Congress, or when otherwise authorized by law;

(iii) Section 12302, which authorizes ordering any unit or unassigned member of the Ready Reserve to active duty in time of national emergency declared by the President after January 1, 1953, or when otherwise authorized by law;

(iv) Section 12304, which authorizes ordering any unit or unassigned member of the Selected Reserve and certain members of the Individual Ready Reserve to active duty;

(v) Section 12305, which authorizes the suspension of promotion, retirement, or separation rules for certain Reserve components;

(vi) Section 12406, which authorizes calling the National Guard into Federal service in certain circumstances; or

(vii) Chapter 15, which authorizes calling the National Guard and State militia into Federal service in the case of insurrections and national emergencies.

Employee means anyone paid on an hourly or salary basis and who worked at least 1,250 hours for at least 12 months prior to the FMLA period.

Essential functions means the fundamental job duties of the employee's position, as defined in 29 CFR 1630.2(n). An employee who must be absent from work to receive medical treatment for a serious health condition is considered to be unable to perform the essential functions of the position during the absence for treatment.

Foster care means 24-hour care for children in substitution for, and away from, their parents or guardian. Such placement is made by or with the agreement of the State as a result of a voluntary agreement by the parent or guardian that the child be removed from the home, or pursuant to a judicial determination of the necessity for foster care, and involves agreement between the State and foster family to take the child. Although foster care may be with relatives of the child, State action is involved in the removal of the child from parental custody.

Health care provider means –

(1) A licensed Doctor of Medicine or Doctor of Osteopathy or a physician who is serving on active duty in the uniformed services and is designated by the uniformed service to conduct examinations under this subpart;

(2) Any health care provider recognized by the Federal Employees Health Benefits Program or who is licensed or certified under Federal or State law to provide the service in question;

(3) A health care provider as defined in paragraph (2) of this definition who practices in a country other than the United States, who is authorized to practice in accordance with the laws of that country, and who is performing within the scope of his or her practice as defined under such law;

(4) A Native American, including an Eskimo, Aleut, and Native Hawaiian, who is recognized as a traditional healing practitioner by native traditional religious leaders who practices traditional healing methods as believed, expressed, and exercised in Indian religions of the American Indian, Eskimo, Aleut, and Native Hawaiians, consistent with Public Law 95-314, August 11, 1978 (92 Stat. 469), as amended by Public Law 103-344, October 6, 1994 (108 Stat. 3125).

Medical certification means a written statement signed by a registered practicing physician or other practitioner certifying to the incapacitation, examination, or treatment, or to the period of disability while the patient was receiving professional treatment.

Incapacity means the inability to work, attend school, or perform other regular daily activities because of a serious health condition or treatment for or recovery from a serious health condition.

Intermittent leave or leave taken intermittently means leave taken in separate blocks of time, rather than for one continuous period of time, and may include leave periods of 1 hour to several weeks. Leave may be taken for a period of less than 1 hour if agency policy provides for a minimum charge for leave of less than 1 hour under § 630.206(a).

Leave without pay means an approved absence from duty in a non-pay status during an employee's scheduled tour of duty.

Parent means -

(1) A biological, adoptive, step, or foster parent of the employee, or a person who was a foster parent of the employee when the employee was a minor;

(2) A person who is the legal guardian of the employee or was the legal guardian of the employee when the employee was a minor or required a legal guardian;

(3) A person who stands *in loco parentis* to the employee or stood *in loco parentis* to the employee when the employee was a minor or required someone to stand *in loco parentis;* or

Placement means a new placement of a son or daughter with an employee for adoption or foster care. For example, this excludes the adoption of a stepchild or a foster child who has already been a member of the employee's household and has an existing parent-child relationship with an adopting parent.
When the term “placement” is used in connection with the use of leave under this subpart before placement has occurred, it refers to a planned or anticipated placement.

Reduced leave schedule means a daily or weekly work schedule under which the usual number of hours actually worked during the employee's scheduled tour of duty are reduced as a result of the increased use of leave.

Scheduled tour of duty means the regular work hours in an established full-time or part-time work schedule during which an employee is charged leave or time off when absent. A seasonal employee is not considered to have such a tour during off-season periods when the employee is scheduled to be released from work and placed in full-time nonpaid status.

Serious health condition.

(1) Serious health condition means an illness, injury, impairment, or physical or mental condition that involves -

(i) Inpatient care (*i.e.,* an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or

(ii) Continuing treatment by a health care provider that includes (but is not limited to) examinations to determine if there is a serious health condition and evaluations of such conditions if the examinations or evaluations determine that a serious health condition exists. Continuing treatment by a health care provider may include one or more of the following -

(A) A period of incapacity of more than 3 consecutive calendar days, including any subsequent treatment or period of incapacity relating to the same condition, that also involves -

(1) Treatment two or more times by a health care provider, by a health care provider under the direct supervision of the affected individual's health care provider, or by a provider of health care services under orders of, or on referral by, a health care provider; or

(2) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider (e.g., a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition).

(B) Any period of incapacity due to pregnancy or childbirth, or for prenatal care, even if the affected individual does not receive active treatment from a health care provider during the period of incapacity or the period of incapacity does not last more than 3 consecutive calendar days.

(C) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition that -

(1) Requires periodic visits for treatment by a health care provider or by a health care provider under the direct supervision of the affected individual's health care provider,

(2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

(3) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.). The condition is covered even if the affected individual does not receive active

treatment from a health care provider during the period of incapacity or the period of incapacity does not last more than 3 consecutive calendar days.

(D) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The affected individual must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider (e.g., Alzheimer's, severe stroke, or terminal stages of a disease).

(E) Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity or more than 3 consecutive calendar days in the absence of medical intervention or treatment (e.g., chemotherapy/radiation for cancer, physical therapy for severe arthritis, dialysis for kidney disease).

(2) (Serious health condition does not include routine physical, eye, or dental examinations; a regimen of continuing treatment that includes the taking of over-the-counter medications, bed-rest, exercise, and other similar activities that can be initiated without a visit to the health care provider; a condition for which cosmetic treatments are administered, unless inpatient hospital care is required or unless complications develop; or an absence because of an employee's use of an illegal substance, unless the employee is receiving treatment for substance abuse by a health care provider or by a provider of health care services on referral by a health care provider. Ordinarily, unless complications arise, the common cold, the flu, earaches, upset stomach, minor ulcers, headaches (other than migraines), routine dental or orthodontia problems, and periodontal disease are not serious health conditions. Allergies, restorative dental or plastic surgery after an injury, removal of cancerous growth, or mental illness resulting from stress may be serious health conditions only if such conditions require inpatient care or continuing treatment by a health care provider.)

Spouse, as defined in the statute, means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under State law for purposes of marriage in the State where the marriage was entered into or, in the case of a marriage entered into outside of any State, if the marriage is valid in the place where entered into and could have been entered into in at least one State. This definition includes an individual in a same-sex or common law marriage that either:

(1) Was entered into in a State that recognizes such marriages, or

(2) If entered into outside of any State, is valid in the place where entered into and could have been entered into in at least one State.

State means any State of the United States or the District of Columbia or any Territory or possession of the United States.

Tour of duty has the meaning given that term in § 610.102 of this chapter.

[58 FR 39602, July 23, 1993, as amended at 60 FR 67287, Dec. 29, 1995; 61 FR 64451, Dec. 5, 1996; 65 FR 37240, June 13, 2000; 76 FR 60704, Sept. 30, 2011; 81 FR 20524, Apr. 8, 2016; 85 FR 48089, Aug. 10, 2020]

- General language cleanup and reorganization
- Mandatory training compliance
- Finance: Changed to Grade & Step System language, updated payroll definitions, updated benefit information, updated market salary information and compensation philosophy reference
- Performance Evaluations – Anniversary date changed to date of hire
- Clarified on call and hold over time
- Leave use - employees eligible to use vacation leave time as it is earned rather than waiting 6 months and floating holidays immediately rather than after 2 months
- Benefits updated to include Flex spending, definition for care leave
- Holidays: Juneteenth added
- FMLA, Military Leave definitions
- Added Paid parental leave - up to 6 weeks paid leave in a 12-month rolling period for birth and adoption of child up to age 17 years
- Added 2 weeks unpaid leave in a 12-month rolling period for Victims Economic Security and Safety Act (VESSA) (Leave time for employees or immediate family members who are victims of domestic or sexual violence)
- Tuition Reimbursement:
  *Includes all college courses required for degree
  *Provides up to 50% for books/materials
  *Prorated reimbursement to increase the number of employees who receive assistance
  *Repayment provisions
  *Master's degrees directly related/required for position eligible
- Updated probationary period language for Firefighter/EMT Trainees to match Police Officer Trainees
- Removed Bumping rights
- Updated Dress Code
- Updated Attendance/Absenteeism Policy
- On and Off Duty Conduct: added policy language addressing conduct expectations
- Conflict of Interest, Gift Acceptance, and Nepotism: Updated policy language
- Updated Outside Employment
- Added IT policies: Acceptable Usage, Internet Usage policies
- Added Social Media, Contact with Media
- Added Last Chance Agreement to discipline policy
- Updated language on Appeal to Personnel Board
- Updated New Hire policy to give more flexibility for starting pay based on defined parameters
- Safety – added Distracted Driving language, Drug Policy: revised
- Added Appendix for FTA drug policy, Benefit plan documents, FMLA and Military Leave Definitions and Forms

Personnel Board
602 S Main Street
Joplin, Missouri 64801

MINUTES

Members Present: Audrey Johnson, Steven Holt, Jeff Hughey, Chuck Brown

Absent: Michelle Stadler, Board member resignation

Staff Present: Nick Edwards (City Manager), Tony Robyn (Assistant City Manager), Michelle Ducre (HR Director), Leslie Haase (Finance Director) and Brian Lewis (Assistant Chief of Police representing Chief Rowland)

Meeting began at 3:05 p.m.

I. Minutes - none for approval

II. Employee Handbook – Rules and Regulations/Policies

Michelle reviewed changes/updates

Board had question about whether disciplinary appeals to Personnel Board are required to be public/open hearings.

Motion: Steve motioned and Chuck second motion to adopt Employee Handbook and advance to Governing Body.

Motion passed 3-1 (Jeff Hughey opposed if disciplinary hearings to the Personnel Board were required to be public).

III. Job descriptions

IV. Tony presented organization charts and proposed job descriptions in the Planning, Development and Neighborhood Services and Communications Departments. Tony answered questions on proactive vs. reactive role of Neighborhood Services Supervisor and division.

Leslie reviewed funding available to staff the positions.

Motion: Chuck motioned and Steve second motion to adopt positions and advance to Governing Body.

Motion passed unanimously.

V. Pay Plan and Wages

Board asked questions about frequency of reviewing City pay plan, wage issues, minimum wage, grants, and recruiting. Leslie shared that plan is reviewed every two years, the City does secure grants, and is primarily funded by (sales) tax. City Manager discussed recruiting challenges for Heavy Equipment Operators, Transit Drivers and WIC positions due to wages.

VI. Personnel Board Disciplinary Appeals Hearing/Charter

Michelle read Section A, item 2 from Procedures for Conduct of Hearings of Appeals Before the City Personnel Board adopted in 1987 by the then Personnel Board, which states, "in the event both parties (City and Employee) shall waive their rights to be heard publicly and request, in writing, that the Board hear their appeal in private, then the Board, in its discretion, may conduct a private hearing of such appeal."

Michelle will forward a copy of the document to the Board. The Board would like to review and discuss with the City Attorney for possible revisions.

The Board was provided a copy of the Personnel Board responsibilities from the City Charter.

VII. Future Meetings/Updates

City Manager recommended meeting at least twice a year and agreed to provide the Board with periodic updates on employment matters and Proposition Action.

ADJOURN

Motion: Jeff motioned and Audrey second the motion to Adjourn. All approved. Meeting adjourned at 4:00 p.m.

COUNCIL BILL NO. 2023-604 **ORDINANCE NO. 2023-604**

AN ORDINANCE approving the revised Rules and Regulations (Employee Handbook) as contained to govern employee conduct, workplace protections, job classification, benefits, compensation, discipline, safety, employment practices and to ensure compliance with the Charter of the City of Joplin, State and Federal employment laws.

WHEREAS, in the FY 2022-2023 budget process, Council authorized funds to cover consulting services to revise the City's Rules and Regulations.

WHEREAS, in FY 2022-2023, Segal Consulting, City Administration and Staff reviewed the existing rules and regulations and updated items based on City Charter, current State and Federal employment laws, and employment best practices in the industry, and

WHEREAS, revisions to Rules and Regulations were approved by the Personnel Board on March 3, 2023;

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

Section 1. That approval of the revised Rules and Regulations being attached hereto and incorporated herein and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, is hereby authorized to adopt and implement the attached Rules and Regulations for and on behalf of the City of Joplin and shall become effective immediately upon its passage.

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

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-006 – Approval of a Real Estate Contract

MEETING DATE
April 3, 2023

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2023-006 Ordinance; Exhibit "A" Real Estate Purchase Contract.

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

SUMMARY
This Council Bill approves a real estate contract for the sale of one parcel located at 115 E. 34th Street.

BACKGROUND
The City declared several pieces of property as excess and offered them for sale with a bid opening on February 27, 2023. This property was listed with a minimum bid price of $80,000.00.

The City received one bid for 115 E. 34th St., which had a minimum bid price of $80,000.00. Richard and Tony Williams submitted the only bid with a sales price of $80,100.00. The property is currently zoned C-3 and contains approximately 30,361square feet of land.

The City will complete the sale of this parcel on or before May 1, 2023.

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

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

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2023, by and between the City of Joplin, Missouri, a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"**, and Richard J. Williams and Tony Williams, hereinafter referred to as the **"Buyers"**.

WITNESSETH:

1. SALE AND PURCHASE. For and in consideration of the mutual obligations of the parties hereto, the Seller agrees to sell, and the Buyers agree to buy, upon the terms and conditions hereinafter set out, real estate located at 115 E. 34th Street, Joplin, MO, the real estate described as follows:

"All of Lot Numbered Twenty-two (22) EXCEPT the East 32 feet thereof, and all of Lots Numbered Twenty-three (23) and Twenty-four (24) in PARK PLAZA ADDITION to the City of Joplin, Newton County, Missouri, according to the recorded Plat thereof, EXCEPT highway right-of-way to the State of Missouri." Property commonly known as 115 E. 34th Street.

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Eighty Thousand One Hundred Dollars ($80,100.00). The purchase price shall be payable at closing in cash or by cashier's check. Buyers shall deliver $1,000.00 earnest money to Seller upon execution of this Contract, which will be applied at closing to the purchase price.

3. CONVEYANCE FORM. The Seller shall convey said real estate to Buyers by Quit Claim Deed, free and clear of all interest, liens, and encumbrances, except as stated herein.

4. EXCEPTIONS. The real estate shall be conveyed subject to the following:

a) Special assessments made prior to the execution of this contract and becoming a lien thereafter;

b) Zoning ordinances in effect at the date of the signing of this contract;

c) Easements, public or private, of record or not of record, which are clearly apparent to the ordinary person upon ordinary inspection of the premises; and

d) General taxes, state, county, and city, for the year of closing and subsequent years; and such other restrictions and easements of record as will not materially impair the use of improvements on the real estate. Taxes for the year in which this contract is closed shall be prorated to the date of closing.

5. CLOSING. The parties agree that Abbey Title Company shall be used as the title company for this closing. If the title is deemed good, the closing of this contract shall take place at Abbey Title on or before May 1, 2023, 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. Buyers shall pay all title commitment, title insurance, all closing cost and related fees and recording fees. Buyers

shall request the title commitment once this contract is fully executed.

6. POSSESSION. Possession shall be delivered to the Buyers at the closing of this contract. All rents and deposits on the premises shall be transferred to Buyers at closing.

7. CONDITION OF PROPERTY. The Buyers have inspected and carefully examined the improvements located on the real estate and takes the real estate and improvements located thereon "AS IS", and neither the Seller nor any person on Seller's behalf has made, and does not make, any representations, warranties, or agreements as to the value, condition, quality, or suitability of said real estate or improvements.

8. IMPROVEMENTS. All improvements now on the above-described real estate shall be delivered to the Buyers at the time of closing in as good condition as they are now in at the time of this contract, ordinary wear and tear excepted; provided, however, if prior to the closing, any of the principal improvements be materially damaged, the Seller shall forthwith give the Buyers written notice thereof; and either party at their election, may void this contract by giving written notice thereof to the other party within five (5) days of receipt of the notice, or prior to the closing, whichever time first occurs, in which case this contract shall be null and void.

9. REPRESENTATIONS/WARRANTIES.

a) Seller covenants and represents to Buyers, which covenants shall be true and accurate at the time of closing, as follows:

1. Seller is a duly organized, validly existing municipality, and is in good standing under the laws of the State of Missouri and is possessed and vested with full power and authority to enter into and consummate, this Contract and to perform Seller's obligations hereunder.

2. The Joplin City Council and/or its duly authorized representatives must approve the transactions contemplated by this Contract, and the authorized representative of Seller has the authorization to execute this Contract and to do all other such acts and to take such other action as may be necessary to consummate this Contract, upon Council approval.

3. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

4. There are no leases, tenancies or other rental arrangements pertaining to any portion of the property, and Seller owns fee simple title to the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract.

b) Buyers covenant, represent, and warrant to Seller, as follows:

1. Buyers are authorized to enter into this Contract and complete the transactions contemplated hereunder.

2. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

10. RIGHT OF ENTRY. Prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyers, their 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.

11. HOLD HARMLESS.

a) Seller hereby agrees to hold Buyers harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Seller's representations, warranties, covenants or agreements herein contained. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Seller's breach.

b) Buyers hereby agree to hold Seller harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Buyers' representations, warranties, covenants or agreements herein contained, and from any injury or damage to Buyers, or their agents which occur upon, or at the property, during the inspection period. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Buyers' breach.

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

a) At closing, Seller shall do the following:

1. Duly execute, acknowledge and deliver to Buyers, a Quit Claim Deed conveying the Property to Buyers, free and clear of all liens, claims, pledges and encumbrances.

b) At closing, Buyers shall do the following:

1. Execute and provide at closing, all documents reasonably required by the City for closing.

2. Tender payment at closing for the purchase price and all associated closing costs described herein.

13. ASSIGNMENT. Neither party shall have the right and authority to assign this Contract without the other's consent.

14. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no oral representations, warranties, conditions or agreements, expressed or implied, other than those expressly set forth herein. This Contract supersedes all previous negotiations, agreements and the like. No

modifications to this Contract shall be effective unless in writing and signed by all parties to this Contract.

15. BINDING EFFECT. The terms, provisions, covenants, and conditions in this Contract shall apply to, and inure to, the benefit of, and be binding upon, the parties hereto and their respective successors in interest and assigns as herein permitted.

16. GOVERNING LAW. This Contract shall be governed by, and constructed in accordance with, the laws of the State of Missouri.

17. TIME. Time is of the essence of this Contract and each and every obligation of Seller under this Contract.

18. POSSESSION. The Seller shall provide Buyers full and exclusive possession upon closing, free and clear of any leases, written or oral, concerning the premises.

19. CONTINGENT UPON APPROVAL. This Contract is contingent upon Seller obtaining approval of this contract by its City Council, which Seller shall obtain within thirty (30) days of the execution of the contract.

20. EARNEST MONEY. The parties agree that $1,000.00 earnest money shall be paid to the Seller to secure Buyers' performance of this Agreement.

21. REALTOR OR BROKER. Neither party has utilized a real estate agent or broker for this real estate contract.

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

City of Joplin Missouri, a Missouri Municipal Corporation

By_____
Nicholas Edwards, City Manager
"SELLER"

ATTEST:

By_____
Holly Nagy, City Clerk

Approved as to Form:

By_____
Peter C. Edwards, City Attorney

Richard J. Williams & Tony Williams

By: _____
Richard J. Williams

By: _____
Tony Williams
"BUYERS"

COUNCIL BILL NO. 2023-006 ORDINANCE NO.

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Richard Williams and Tony Williams, for the sale of one parcel located at 115 E. 34th Street, Joplin, Missouri, totaling approximately 30,361 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Real Estate Contract, in the amount of Eighty Thousand One Hundred Dollars ($80,100.00), by and between the City of Joplin, Missouri, a Municipal Corporation, and RJ Williams for the sale of one parcel located at 115 E. 34th Street, Joplin, Missouri, totaling approximately 30,361 square feet of land, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be, and the same is, hereby approved.

Section 2. That the property is described as: "All of Lot Numbered Twenty-two (22) EXCEPT the East 32 feet thereof, and all of Lots Numbered Twenty-three (23) and Twenty-four (24) in PARK PLAZA ADDITION to the City of Joplin, Newton County, Missouri, according to the recorded Plat thereof, EXCEPT highway right-of-way to the State of Missouri." Property commonly known as 115 E. 34th Street.

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

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

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

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2023- 353, Building Regulations

MEETING DATE
April 3, 2023

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

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Nelson Enterprises to remove the structures, and any remaining debris including foundation and footings located at 1309 S Jackson Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on February 6, 2023. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On March 3, 2023, an advertisement for bids was published in the Joplin Globe with bids being received on March 17, 2023, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

USA Demolition	$4,450.00
B & D Yardbuilders	$5,200.00
Nelson Enterprises	$4,200.00

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

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

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Nelson Enterprises for $4,200.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2023- 353, Photograph of Property, Bid Tabulation


COUNCIL BILL 2023-353
1309 S JACKSON AVE.
02/06/2023


02/06/2023


02/06/2023


02/06/2023

CLOSING DATE:	17-Mar-23	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver/Kim Newhouse
Demolition of all structures		LOCATION:	1309 S. Jackson Ave

COMPANY	BIDS
B & D Yardbuilders	$5.200.00
Big John's Heavy Equipment	NO BID
Nelson's Enterprises	4,200.00
USA Demolition	$4,450.00

COUNCIL BILL NO. 2023-353 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of a lot located at 1309 S. Jackson Ave. in the City of Joplin, Missouri, for Four Thousand Two Hundred dollars ($4,200.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Nelson Enterprises in the amount of Four Thousand Two Hundred dollars ($4,200.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1309 S. Jackson Ave.

Section 2. The contractor will be paid in case for the portion of the work performed by him and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 1818 S Pearl Ave. ALL OF LOT NUMBERED ONE HUNDRED THIRTY-FIVE (135) IN SOUTH JOPLIN LAND COMPANY'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEROF.

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

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

Douglas W. Lawson, Mayor

ATTEST:

Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill 2023-400 – approving a public service agreement between The City of Joplin and Community Clinic of Southwest Missouri to fund the Health Services in response to Covid-19.

ORIGINATING DEPARTMENT:
Planning, Development, and Neighborhood Services

MEETING DATE;
April 3, 2023

REVIEWED BY;
Director of Planning, Development and Neighborhood Services- Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, Assistant City Manager-Tony Robyn, City Manager-Nick Edwards.

SUMMARY;
The following agreement is between the City of Joplin and Community Clinic of Southwest Missouri for Cares Act Community Development Block Grant funds.

BACKGROUND;
The Community Clinic of Southwest Missouri is the uninsured free clinic in southwest Missouri. The clinic provides healthcare services, medial, dental and mental healthcare, to improve the health of people in the community without any other means to access to care. The Community Clinic has applied for funds to adapt services in response to Covid-19. This includes a mobile clinic & related equipment to provide healthcare in a non-congregant means to prevent Covid related illness.

FUNDING SOURCE
This Council Bill provides One Hundred Ninety Three Thousand Two Hundred Twelve Dollars and Seventy Nine Cents ($193,212.79) from CARES Act Community Development Block Grant B20MW290008.

RECOMMENDATION
These activities have received prior approval from the Council as part of the Third Substantial Amendment to the 2019 Action Plan.

Staff recommends approval of the agreement on an emergency basis, so Community Clinic may procure applied for materials necessary to provide Covid response health services under the CDBG-CV program.

ATTACHMENTS
Attachment A - Public Services Agreement
Public Service Grant Application(s)
CB 2023-400 Ordinance

CDBG-CV RECIPIENT AGREEMENT
BETWEEN

THE CITY OF JOPLIN
AND

COMMUNITY CLINIC OF SOUTHWEST MISSOURI

THIS AGREEMENT, entered this ___ day of _____, 2023 by and between the City of Joplin (herein called the "Grantee") and Community Clinic of Southwest Missouri (herein called the "Recipient").

WHEREAS, the Grantee has received funds from the United States Government authorized by Public Law 116-136 the Coronavirus Aid, Relief, and Economic Security Act (CARES Act); and

WHEREAS, the Grantee wishes to engage the Recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Recipient will be responsible for administering a CDBG-CV public service activities in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CARES ACT Community Development Block Grant program:

Program Delivery

Activity: Recipient will provide (05M HUD Matrix) Health Services in an appropriate manner in response to the Covid-19 pandemic for select clientele populations in Joplin.

General Administration

The Recipient will provide services and financial records documenting eligibility, provisions of services, and Recipient's expenses relative to the project as a result of assistance provided through the CDBG-CV program.

B. National Objectives

All activities funded with CDGB-CV funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208, as well as the additional requirements as required by the Federal Register Notice

FR-6218-N-01 III.B.5.(f) activities funded must be used to prevent, prepare for, and respond to the coronavirus.

The Recipient certifies that the activity (is) carried out under this Agreement will meet an Activity Benefitting Low- and Moderate (L/M) Income Persons and Prevent, prepare for, and Respond to the Coronavirus.

The National Objective will be documented with data collected by the recipient on approved forms attached to this agreement while conducting of the public service.

C. Levels of Accomplishment – Goals and Performance Measures

- Collect aggregated data for Mobile Clinic patients for the performance period

D. Staffing

The Recipient shall assign the following staff as key personal to this project.

Staff Member & Title	General Program Duties
Stephanie Brady	Executive Director

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

D. Performance Monitoring

The Grantee will monitor the performance of the Recipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Recipient shall start on the ___ day of_____, 2023 and end on the anniversary of the initiation of the time of performance.

Funds will not be available to the Recipient from the Community Development Block Grant Program (B-20-MW-29-0008) after July 1, 2023 unless otherwise approved by Grantee.

III. BUDGET

Funding ($193,121.79) will be reimbursed for items related to the operation of health services.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. Any amendments to the budget must be approved in writing by both the Grantee and the Recipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed:

One Hundred Ninety-Three Thousand Two Hundred Twelve dollars and seventy nine cents $ 193,121.79

Drawdowns for the payment of eligible expenses shall be made against the budget specified in Paragraph III herein and in accordance with performance. Expenses for general administration (If Applicable) shall also be paid against the budget specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee	Recipient
Name: Troy Bolander	Name: Stephanie Brady
Title: Director of Planning, Development And Neighborhood Services	Title: Executive Director
Grantee: City of Joplin	Recipient: The Community Clinic of Southwest Missouri
602 S. Main Street	701 S. Joplin Avenue
Joplin, Missouri 64801	Joplin, Missouri 64801
Phone: (417) 624-0820	Phone: 417 624-5500 Ext 117
Fax: 1-417-625-4738	Fax: 417-7825-8228

VI. SPECIAL CONDITIONS

This Agreement contains no special conditions specific to the particular activity or individual Recipient.

VII. GENERAL CONDITIONS

The following requirements are applicable to all activities undertaken with Cares Act Community Development Block Grant (CDBG-CV) funds.

A. General Compliance

The Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Recipient is an independent contractor.

C. Hold Harmless

The Recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Recipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Recipient agrees to comply with 24 CFR 200 Uniform Administrative Requirements, Subpart F Audit Requirements, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Recipient shall administer its program in conformance with 2 CFR 200 Uniform Administrative Requirements, Subpart E Cost Principles, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, deobligation of unused funds, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the

custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Recipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Recipient within 30 days after receipt by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Recipient audits and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or 2 CFR 200. Audit required if the Recipient receives $250,000 or more in federal funds.

C. Reporting and Payment Procedures

1. Program Income

The Recipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Recipient will develop an indirect cost allocation plan for determining the appropriate Recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Recipient funds available under this Agreement based upon information submitted by the Recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Recipient.

4. Progress Reports

The Recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Recipient shall comply with current Grantee policy concerning the purchase of equipment, materials and/or services. The Recipient shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40−48.

3. Travel

The Recipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Recipient shall transfer to the Grantee any CDBG-CV funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

4. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR

570.606(d) governing optional relocation policies. The Recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Recipient agrees to comply with and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

5. Section 504

The Recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Recipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.This Executive order applies to all federally assisted construction

contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race. The Recipient shall submit a plan for an Affirmative Action Program to the grantee for approval.

2. Women- and Minority-Owned Businesses (W/MBE)

The Recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Recipient shall furnish and cause each of its own Recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards),

housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Federal Work Authorization Program "FWAP"

Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Contractor, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

D. Conduct

1. Assignability

The Recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Recipient, or any designated public agency.

5. Lobbying

The Recipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly:

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- Executive Order 11990, Protection of Wetlands;
- The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C.S. 1271);
- The Safe Drinking Water Act of 1974, as amended (42 U.S.C.S. 30f et. seq.);
- The Clean Water Act of 1977 (Public Law 95-217);

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Other provisions

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- The National Environmental Policy Act of 1969 (42 U.S.C. Sect. 4321 et. seq.) and 24 CFR Part 58;
- The Endangered Species Act of 1973, as amended (16 U.S.C.S. 1531 et. seq.);
- The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C.S. 661 et. seq.);
- The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (re U.S.C.S. 6901 et. seq.).

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. <u>ENTIRE AGREEMENT</u>

This agreement constitutes the entire agreement between the Grantee and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Recipient with respect to this Agreement.

____ Day of _____, 2023

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Joplin, Missouri
A Municipal Corporation

_____

Troy Bolander
Director of Planning, Development, and
Neighborhood Services

ATTEST:

_____

Thomas Walters
Planner

The Community Clinic of Southwest Missouri

_____

Stephanie Brady
Executive Director

[NOTE: For the above sections, if the Recipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is ____ Robin Smith _____(Name) and I am the __Chair____(Title) of the ___Homeless Coalition__(Company Name). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20____.

_____
Notary Public

My commission expires:

_____

City of Joplin Community Development
Income Demographic Summary Form (2022 AMIs)
Reporting Period 3/4/23 – 3/4/24

LMI Individuals			Total LMI Persons
Extremetly Low (30% AMI)	Very Low (50% AMI)	Low (80% AMI)	

Non-LMI Families	Total Non-LMI Persons

1. Total number of surveys Distributed	# Individuals	# Hispanci Ind.
2. Total number of Hispanic/Latino		
3. Racial Designation		
A. White		
B. Black, African American, or African		
C. Asian or Asian American		
D. Americn Indian/Alaskan Native		
E. Native Hawaiian/Other pacific islander		
F. American Indian/Alask native & White		
G. Asian & White		
H. Black/African American & White		
I. American Indian/Alaska Natice & Black/African American		
K. Other Multi-Racial or Missing		
	# Individuals	% Housholds
4. Elderly/Age 62 or Older		
5. Handicapped/Disabled		

Signatue: _____ Date: _____

Return to: City of Joplin, Community Development, 602 Sputh Main Street, Joplin, Missouri 64801 at the end of project.

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application
CARES Community Development Block Grant
(CDBG-CV) Program

Eligible Activities & National Objective

Public Service Activities in accordance with 24 CFR 570.201(e): (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, childcare, health, drug abuse, education, fair housing counseling, energy conservation.

Low-to-moderate (LMI) Limited Clientele: services to benefit a clientele in accordance with 24 CFR 570.208(a)(2) presumed to be principally LMI such as abused children, battered spouses, elderly persons, disabled adults, homeless persons, illiterate adults, and persons living with AIDS.

Written Agreement Required

Each recipient of CDBG funds must agree to sign a written agreement with the City, covering at a minimum the following provisions: 1) statement of work, 2) records and reports, 3) program income, 4) uniform administrative requirements, 5) suspension and termination, and 6) reversion of assets. **No expenses incurred prior to the signing of the agreement may be reimbursed for the project.**

All application must be tied back to Covid-19 in order to prevent, prepare to or respond to the pandemic. Example: the procurement of equipment to enable remote work as part of the public service.

Public Services must be provided, and agency (or office) located within the City of Joplin.

Applications restricted to procurement of equipment and supplies.

Procurement policies for the City of Joplin's CDBG Program are a combination of federal and City regulations. Procurement policies include, but are not limited to, the following basic requirements:

Approval – purchases and procurements (including subrecipient reimbursements) are approved by the Program Staff.

Bidding – purchases and procurements (including subrecipient reimbursements) are made in compliance with City bidding requirements, which are as follows:

1. Purchases under $1,000 do not require bids,
2. Purchases between $1,000 and $15,000 require written bids

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application

City Staff Only
Date Received: _____
IDIS Activity No: _____

Applicant Identification

Name of Organization: Community Clinic of Southwest Missouri

Mailing Address: 701 South Joplin Avenue

Name of Executive: Stephanie Brady Title: Executive Director

Dates of Organization's Fiscal Year: January 1 – December 31

Application Preparer

Name: Kristine Gustafson Title: Fund Development Coordinator Phone: 417-624-5500 x117

Project Type (Services Provided)

☐ 05A Senior Services ☐ 05B Handicapped Services ☐ 05C Legal Services ☐ 05D Youth Services
☐ 05E Transportation Services ☐ 05F Substance Abuse Services ☐ 05G Battered and Abused Spouses
☐ 05H Employment Training ☒ **05M Health Services** ☐ 05N Abused and Neglected Children
☐ 03T Homeless/Aids Patients Programs ☐ 05X Housing Information and Referral Services

Previous Assistance Disclosure

Check the appropriate box below if your business has received any Federal assistance after March 13, 2019

✓ SBA Payment Protection Program (PPP) Amount Received: $65,000.00
What was the specific use of the funds received: Employee retention for 2020-2021

☐ SBA Economic Injury Disaster Loan (EIDL) Amount Received: _____
What was the specific use of the funds received: _____

☐ SBA Express Bridge Loan Amount Received: _____
What was the specific use of the funds received: _____

☐ SBA Debt Relief Program Amount Received: _____
What was the specific use of the funds received: _____

☐ Other Federal Program Assistance Name of Program: _____
Amount Received: _____
What was the specific use of the funds received: _____

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application

Required Narratives

Narratives must be provided in order to determine eligibility. Briefly, yet descriptively, complete the following narrative questions. Use a separate piece of paper, if not completing this form digitally. Provide all required attachments with the completed application.

1. Describe the non-for-profit applying for grant funds.
   a. The Community Clinic of Southwest Missouri is the uninsured free clinic in southwest Missouri. The Clinic was established by volunteers in 1993 and is still going strong 30 years later. Our mission is to improve the health of people in our community without access to medical, dental, and mental health care. Our vision is to promote a community that ensures people have access to timely, high-quality, and inclusive comprehensive healthcare that benefits the family. We partner with volunteers and healthcare providers to provide integrative healthcare, preventative services, patient and community education, easy pharmaceutical access, dental care, mental health assessments/counseling, vision care and case management services, and specialist referrals to the underserved low-income families in our community.

2. Describe the public service selected on the project type selected on the previous page.
   a. The Community Clinic of Southwest Missouri is the only free clinic in a 100 mile radius. The Community Clinic's integrated **health service** and structure ensures that low-to-moderate income community members gain timely access and treatment. Our outreach programs have increased significantly since COVID and a mobile unit would provide the space and increase our ability to reach more rural areas in need. Vaccinations and mental health assessments are greatly needed in our area.

3. Describe the Limited Clientele population in accordance with 24 CFR 570.208(a)(2) for which service is provided.

   a. The Community Clinic serves low-to-moderate income persons in accordance with the 2023 federal poverty guidelines. This means that approximately 90% of our patients are below 200% of the national poverty level with only 10% making up to 300% of the federal poverty guidelines. While many of our patients have jobs, they do not make enough to afford marketplace insurance and many of them are in a transitional phase of their lives. Some of our patients are homeless or have medical conditions that need immediate attention in order to stabilize their health, mental health, and improve their quality of life.

4. How will the grant funds be used to improve services?

   a. Currently, the Clinic does not have a Mobile Medical van and is in need of one that also ideally has ADA entrance. The unit we are looking at has a single exam room, refrigeration for COVID and Flu Vaccines, the ability to draw blood, has a bathroom, and storage. As we have been doing multiple off-site clinics, the next step is to obtain a mobile unit with the space and ability

to go further out to rural settings, have ample supplies on hand, be able to do assessments in a private setting and not need any additional equipment.

5. How will the use of grant funds be used to respond to the Covid-19 pandemic?

   a. The Clinic will utilize the van for Covid-19 vaccinations as well as providing mental health assessments to off-site patients to determine if a patient has a need for counseling or psychoeducational materials.

      According to New York Times (10/20/22) interactive vaccination site, vaccination rates throughout the Southwest Missouri area are down in comparison to other areas:
      - 29% of our targeted population have received their boosters
      - less than 50% have received their first Covid vaccine

      A mobile outreach unit will help bring vaccinations to local community sites to better serve people who do not want to travel or do not have the means to travel to the Clinic itself. It will also provide some privacy and promote a better experience to individuals who may have some fears of receiving a vaccination.

      Social distancing and sheltering in place have affected people and families in extraordinary and unprecedented ways. One of the most salient challenges has been the pandemic's unsuspected exceedingly harmful toll on the economy and the alarming rates of job loss/reduce wages during an unstable and uncertain time. The effects of financial stress on the family, include things like, parental emotional distress and couples in conflict leading to harsher parenting styles and more externalizing of behaviors in children. This also does not include the loss of structured support in the family systems from Covid related deaths, increased use of nursing homes, and general isolation of support. Families are struggling and the Clinic wants to help people understand that these struggles are real and we can provide assistance.

6. Provide the most recent financial statement for your corporation. (Attached)
   a. 2022 Budget vs. Actuals report (Includes -$91,593.56 in investment loss/gain)
   b. 2023 to date Statement of Financial Position Report

7. Provide itemizations of requested procured equipment and supplies.

   a. **Total $189,414.81** – "Avan Mobility" – 2022 Promaster 3500- $179,414.81 with ADA access additional $10,000.00. Detailed Bid with email attached to this grant.

8. Provide three (3) written quotations for any items greater than $1,000.00 and identify the selected vendor's quotation.

   a. Chosen bid –"Avan Mobility" – 2022 Promaster 3500- $179,414.81 with ADA access additional $10,000.00. Total $189,414.81.
   b. 2nd Bid – "TESCO Specialty Vehicles, LLC" – Ford E-450 7.3L V8..... $216,514.00
   c. 3rd Bid – "TESCO Specialty Vehicles, LLC"– Ford E-450 7.3L V8with ADA access total is... $236,514.00
   d. Final Bid- "LaBoit" - 2023 24'La Boit Sprinter Medical Clinic...$213,200 Base Price; 1-Exam Room

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application

Statement of Assurances

The applicant hereby assures and certifies that:

(a) It possesses legal authority to apply for the grant and execute the proposed program.

(b) Its governing body has duly adopted or passed, as an official act, a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and direction, and authorizing the applicant's chief executive officer to act in connection with the application and to provide such additional information as may be required.

(c) The Community Development Block Grant program has been developed so as to give maximum feasible priority to activities which will benefit low- and moderate-income families, or aid in the prevention or elimination of slums or blight; or includes activities which the grantee certifies are designed to meet other community development needs having a particular urgency as specifically explained in the application.

(d) It will comply with the regulations, policies, guidelines, and requirements of 24 CFR 85, as modified by 24 CFR 570, Subpart J, as they relate to the application, acceptance, and use of Federal funds under this document.

It will comply with:

(e) Title VI of the Civil Rights Act of 1964 (Pub. Law 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and immediately take any measure necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(f) Title VIII of the Civil Rights Act of 1968 (Pub. Law 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing; the financing of housing, and the provisions of brokerage services;

(g) Executive Order 12259, Leadership and Coordinator of Fair Housing in Federal Programs, requiring that programs and activities relating to housing and urban development be administered in a manner affirmatively to further the goals of Title VIII of the Civil Rights Act of 1968;

(h) Section 109 of the Housing and Community Development Act of 1974 (ACT) as amended, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the grounds of race, color, religion, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under the act. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973 as amended shall also apply to any such program activity.

(i) Titles I through V of the Americans with Disabilities Act of 1990;

(j) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto (24CFR Part 130 and 41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; shall take affirmative actions to insure fair treatment in employment, upgrading, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training and apprenticeship; and

(j) It will abide by the terms and conditions of the City of Joplin's Conflict of Interest Program Policy for all activities paid for or assisted by Community Development Block Grant funds.

(k) It will comply with the Anti-kickback Copeland Act of 1934, 18 U.S.C. Sec. 874 and 40 U.S.C. Sec. 276(a), which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.

(l) It will comply with the provisions of the Hatch Act which limits the political activity of employees.

(m) It will give the City of Joplin and HUD, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the grant.

(n) It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency (EPA) list of Violating Facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing with the EPA.

(o) It will comply with:

(1) The National Environmental Policy Act of 1969 (42 U.S. C. Sec. 4321 et seq.) and 24 CFR Part 58;

(2) Executive Order 11988, Floodplain Management;

(3) Executive Order 11990, Protection of Wetland;

(4) The Endangered Species Act of 1973, as amended, (16 U.S.C. Sec. 1531 et seq.);

(5) The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. Sec. 661 et seq.);

(6) The Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. Sec. 1271);

(7) The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. Sec. 30(f) et seq.);

(8) Section 401 (f) of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C.S. 4831 (b) and Title X of the Housing and Community Development Act of 1992;

(9) Sections 700.300 – 324 of RSMo concerning lead paint hazards;

(10)The Clean Air Act of 1970, as amended (42 U.S.C.S. 7401 et seq.);

(11)The Federal Water Pollution Control Act of 1972, as amended, (33 U.S.C.S. 1251 et. seq.);

(12)The Clean Water Act of 1977 (Public Law 95-217);

(13)The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sec. 6901 et seq.);

(14)Section 519 of Public Law 101-144, the 1990 HUD Appropriations Act, prohibiting use of excessive force by jurisdictional law enforcement in response to nonviolent civil rights demonstrations, and prohibiting physical barring of entrance or exit to a facility subject to the nonviolent civil rights demonstrations;

(15)Section 1352, Title 31, U.S.C. if awarded funds in excess of $100,000;

(16)The Single Audit Act of 1984, amended 1996, Public Law 98-502, and OMB Circular A-133;

(17)Cranston-Gonzales National Affordable Housing Act (Section 906 and 912);

(18)Subpart C of 24 CFR, Part 12 regarding disclosure requirements.

(p) It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

(q) Any activities conducted with amounts received by a unit of general local government under this subsection shall be subject to the applicable provisions of this Title and other Federal law in the same manner and to the same extent as activities conducted with amounts received by a unit of general local government under subsection (a).

Signature of Authorized Representative

Stephanie M. Brady

Date: 3-13-2023

Printed Name

Stephanie M. Brady

COMMUNITY CLINIC OF SOUTHWEST MISSOURI

Budget vs. Actuals: FYE 12.31.22 - FY22 P&L

January - December 2022

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Revenue				
Corporate Sponsors				
4031 Freeman Hospital	30,600.04	30,000.00	600.04	102.00 %
4032 Mercy Hospital	48,000.00	50,000.00	-2,000.00	96.00 %
Total Corporate Sponsors	**78,600.04**	**80,000.00**	**-1,399.96**	**98.25 %**
Fundraisers				
4041 Thanksgiving mailer	9,750.00	8,000.00	1,750.00	121.88 %
4043 Giving Tuesday	71,020.00	80,000.00	-8,980.00	88.78 %
4043.1 Anthem - Fundraiser (Fit Bit)	40.00		40.00	
4043.3 General Mills Grant		7,500.00	-7,500.00	
Total 4043 Giving Tuesday	**71,060.00**	**87,500.00**	**-16,440.00**	**81.21 %**
4044 Rotary - Golf Tournament	10,000.00	10,000.00	0.00	100.00 %
Total Fundraisers	**90,810.00**	**105,500.00**	**-14,690.00**	**86.08 %**
Grants				
4000 Mercy Caritas Fund	6,250.00		6,250.00	
4004 Sandy Family Foundation Grant	20,000.00		20,000.00	
4007 Steadley Foundation	17,500.00	15,000.00	2,500.00	116.67 %
4009 Walmart Store Grant	1,500.00	3,000.00	-1,500.00	50.00 %
4015 Bramlage Willcoxon Family Fdtn	6,000.00	5,000.00	1,000.00	120.00 %
4017 Anthem Grant		30,000.00	-30,000.00	
4020 Joy Spiva Cragin Charitable Trust	2,160.95	500.00	1,660.95	432.19 %
4021 Americares	9,900.00		9,900.00	
4021.1 Americares - Echo	10,000.00		10,000.00	
Total 4021 Americares	**19,900.00**		**19,900.00**	
4023 Freeman Johnson Trust	9,000.00	5,000.00	4,000.00	180.00 %
4026 Titus Foundation 2018		40,000.00	-40,000.00	
4027 LemonsTrust	45,000.00	45,000.00	0.00	100.00 %
4028 Cloyd Carlin Trust		500.00	-500.00	
4029 Covid Grants	15,740.00	10,000.00	5,740.00	157.40 %
4029.100 Sosento	70,000.00		70,000.00	
Total 4029 Covid Grants	**85,740.00**	**10,000.00**	**75,740.00**	**857.40 %**
4030 Other Grants	1,444.89	80,000.00	-78,555.11	1.81 %
4030.010 Amcor	1,000.00		1,000.00	
4030.025 BNSF Railway Foundation	5,000.00		5,000.00	
4030.033 Christina's Smile	5,000.00		5,000.00	
4030.088 Hulston	15,000.00		15,000.00	
4030.160 Patterson	22,000.00		22,000.00	
4030.194 Schreiber Benevity	7,282.50		7,282.50	
Total 4030 Other Grants	**56,727.39**	**80,000.00**	**-23,272.61**	**70.91 %**
4033 Hughes Grant- US Bank		2,500.00	-2,500.00	
4034 Jasper Co Assn for Social Serv	5,000.00	5,000.00	0.00	100.00 %
4045 United Way - of SW MO/SE KS	10,470.00	22,000.00	-11,530.00	47.59 %

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
4071 Community Foundation of Ozark	7,200.00	8,500.00	-1,300.00	84.71 %
4072 Delta Dental		5,000.00	-5,000.00	
4073 Carthage Area United Way	21,500.00	21,500.00	0.00	100.00 %
4100 NAFC				
4100.037 NAFC - CVS	30,000.00		30,000.00	
Total 4100 NAFC	**30,000.00**		**30,000.00**	
4150 Corley Memorial Trust	6,000.00		6,000.00	
Total Grants	**349,948.34**	**298,500.00**	**51,448.34**	**117.24 %**
Other Income				
4040 Donations - Civic Organizations		500.00	-500.00	
4046 Interest/Dividend Income	16,016.86	5,000.00	11,016.86	320.34 %
4050 Reimbursement	1,856.94	3,500.00	-1,643.06	53.06 %
4050.01 Reimbursement of Med Records	71.30		71.30	
4051 Other Donations- Church	3,780.00	7,500.00	-3,720.00	50.40 %
4052 Other Donations - Individual	37,297.41	30,000.00	7,297.41	124.32 %
4053 Unrealized Gain/Loss on Investm	-91,593.56		-91,593.56	
4054 Other Donations - Business	2,000.00	2,000.00	0.00	100.00 %
4055 Patient Cash Donations	9,172.60	20,000.00	-10,827.40	45.86 %
4057 Misc income	40,882.16	1,500.00	39,382.16	2,725.48 %
4060.3 Donated items - Americares	57,459.68	75,000.00	-17,540.32	76.61 %
4060.4 Donated items - Heart To Heart	2,520.78	20,000.00	-17,479.22	12.60 %
4060.5 Donated items - Dispensary of Hope	169,655.00	200,000.00	-30,345.00	84.83 %
4060.6 Donated items - Volunteer labor	313,214.00	240,000.00	73,214.00	130.51 %
4098 Realized Gain/Loss on Investmnt	4,948.31		4,948.31	
Total Other Income	**567,281.48**	**605,000.00**	**-37,718.52**	**93.77 %**
Total Revenue	**$1,086,639.86**	**$1,089,000.00**	**$ -2,360.14**	**99.78 %**
GROSS PROFIT	**$1,086,639.86**	**$1,089,000.00**	**$ -2,360.14**	**99.78 %**
Expenditures				
6080 Board & staff meetings	1,394.26	500.00	894.26	278.85 %
Payroll Expenses				
Taxes	0.00		0.00	
Total Payroll Expenses	**0.00**		**0.00**	
Program Services				
6093 Other Miscellaneous Patient Needs	261.35	300.00	-38.65	87.12 %
Behavioral Health				
6011 Counseling - Navigator expense	2,510.51	750.00	1,760.51	334.73 %
6012 Food program - cooking class expense	6,322.23	4,000.00	2,322.23	158.06 %
6013 Fitness group expense	919.97	500.00	419.97	183.99 %
Total Behavioral Health	**9,752.71**	**5,250.00**	**4,502.71**	**185.77 %**
Clinic Expenses				
6060.3 Donated medications - Americares	57,459.68	75,000.00	-17,540.32	76.61 %
6060.4 Donated medications - Heart To Heart	2,520.78	20,000.00	-17,479.22	12.60 %
6060.5 Donated medications - Dispensary of Hope	169,655.00	200,000.00	-30,345.00	84.83 %
6060.6 Volunteer labor expense	313,214.00	240,000.00	73,214.00	130.51 %
6085 Lab Services	1,689.51	500.00	1,189.51	337.90 %
6086 Lab Supplies	10,731.35	2,500.00	8,231.35	429.25 %
6087 Flu Shots	24,333.95	25,000.00	-666.05	97.34 %
6091 Clinic Medications	28,710.60	35,000.00	-6,289.40	82.03 %

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
6092 Other Medical Supplies	3,570.32	4,500.00	-929.68	79.34 %
6094 Database Fees/Charges	7,792.00	5,844.00	1,948.00	133.33 %
6096 Dental Supplies/repairs	1,700.68	3,500.00	-1,799.32	48.59 %
6097 Vision Program	4,961.00	3,500.00	1,461.00	141.74 %
6098 Patient Transportation	674.43	50.00	624.43	1,348.86 %
Clinical Payroll Costs				
6000 Salaries/Wages - Clinical	216,709.85	245,000.00	-28,290.15	88.45 %
6002 Salaries/Wages - PDO Clinical	47,668.03	24,000.00	23,668.03	198.62 %
6003 Salaries/Wages- Counseling	28,353.28	25,000.00	3,353.28	113.41 %
6050 Payroll taxes - Clinical	25,081.50	22,000.00	3,081.50	114.01 %
Total Clinical Payroll Costs	**317,812.66**	**316,000.00**	**1,812.66**	**100.57 %**
Total Clinic Expenses	**944,825.96**	**931,394.00**	**13,431.96**	**101.44 %**
Total Program Services	**954,840.02**	**936,944.00**	**17,896.02**	**101.91 %**
Supporting Services				
6033 Fundraising Fees	2,351.18	2,600.00	-248.82	90.43 %
Management and General				
6007 Payroll Service Fee	1,288.00	2,600.00	-1,312.00	49.54 %
6010 Depreciation Expense	38,289.12	35,000.00	3,289.12	109.40 %
6021 Building Repair & Maintenance	12,580.70	8,000.00	4,580.70	157.26 %
6022 Electric	7,896.45	8,000.00	-103.55	98.71 %
6023 Gas	2,960.03	1,800.00	1,160.03	164.45 %
6024 Building Insurance	3,925.97	3,772.00	153.97	104.08 %
6025 Trash	3,368.93	3,881.47	-512.54	86.80 %
6026 Water & Sewage	867.53	1,200.00	-332.47	72.29 %
6031 Volunteer expenses		300.00	-300.00	
6032 Employee Appreciation	1,419.59	1,000.00	419.59	141.96 %
6040 Licenses and Permits	140.25	220.00	-79.75	63.75 %
6051 Accounting and Legal Fees	25,257.25	21,000.00	4,257.25	120.27 %
6070 Computer & Equipment Repairs	1,987.96	500.00	1,487.96	397.59 %
6071 Computer maintenance	10,004.96	8,100.00	1,904.96	123.52 %
6072 Advertising & Marketing	3,479.18	2,500.00	979.18	139.17 %
6074 Dues/Fees/Seminars/Registration	7,073.21	2,500.00	4,573.21	282.93 %
6075 Miscellaneous		500.00	-500.00	
6076 Office Supplies	5,541.86	6,000.00	-458.14	92.36 %
6077 Postage	1,389.52	1,000.00	389.52	138.95 %
6078 Printing	2,656.26	2,000.00	656.26	132.81 %
6079 Telephone	10,331.39	9,800.00	531.39	105.42 %
6081 Food / Kitchen supplies	711.85	1,000.00	-288.15	71.19 %
6083 Bank/Late/Penalty Charges	1,632.14	800.00	832.14	204.02 %
6084 Travel/Mileage Reimbursement	1,848.63	2,000.00	-151.37	92.43 %
6114 Malpractice Insurance- NP	3,874.78	2,201.00	1,673.78	176.05 %
6115 Workers' Compensation Insurance	1,703.81	1,491.00	212.81	114.27 %
6120 Board of Directors Insurance	3,921.00	3,615.00	306.00	108.46 %
6160 Event expenses		100.00	-100.00	
6165 Outreach	298.33	300.00	-1.67	99.44 %
Administrative Payroll Costs				
6100 Salaries/Wages - Admin	84,202.64	74,000.00	10,202.64	113.79 %
6101 Salaries/Wages - Bonus/Comm - Admin	11,619.41	10,000.00	1,619.41	116.19 %
6102 Salaries/Wages - PDO Admin	3,464.22	2,000.00	1,464.22	173.21 %

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
6150 Payroll taxes - Admin	5,347.55	6,200.00	-852.45	86.25 %
Total Administrative Payroll Costs	**104,633.82**	**92,200.00**	**12,433.82**	**113.49 %**
Total Management and General	**259,082.52**	**223,380.47**	**35,702.05**	**115.98 %**
Total Supporting Services	**261,433.70**	**225,980.47**	**35,453.23**	**115.69 %**
Total Expenditures	**$1,217,667.98**	**$1,163,424.47**	**$54,243.51**	**104.66 %**
NET OPERATING REVENUE	**$ -131,028.12**	**$ -74,424.47**	**$ -56,603.65**	**176.06 %**
NET REVENUE	**$ -131,028.12**	**$ -74,424.47**	**$ -56,603.65**	**176.06 %**

COMMUNITY CLINIC OF SOUTHWEST MISSOURI

Statement of Financial Position

As of March 14, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1001 Op Checking - Commerce-1913	3,551.84
1002 Money Market-Commerce-1922	454.46
1014 Arvest Money Market	6,826.28
1015 Arvest Operating Account	34,882.47
1018 Petty Cash	80.00
1019 Patient Donations Cash Box	0.00
1020 Paypal Cash Account	734.58
Total Bank Accounts	**$46,529.63**
Accounts Receivable	
1100 Grants Receivable	0.00
Accounts Receivable	0.00
1150 Accounts Receivable- Other	0.00
1200 Goetze Dental Prepaid	0.00
Total Accounts Receivable	**0.00**
Total Accounts Receivable	**$0.00**
Other Current Assets	
1299 Prepaid Insurance	3,720.35
1498 Prepaid expenses	3,486.88
1499 Undeposited Funds	0.00
ENDOWMENT INVESTMENTS	0.00
1206 CFO - Capacity Fund	454,282.44
1208 CFO - Endowment Fund	19,967.80
1210 CFO - Women & Children's Health Fund	10,651.51
Total ENDOWMENT INVESTMENTS	**484,901.75**
Payroll Refunds	0.00
Total Other Current Assets	**$492,108.98**
Total Current Assets	**$538,638.61**

	TOTAL
Fixed Assets	
PROPERTY AND EQUIPMENT	
1300 Dental Furniture & Equipment	32,196.00
1400 Equipment	163,417.38
1500 Land	51,159.81
1600 Building	0.00
Building Improvements	342,553.98
Original Cost	533,773.62
Total 1600 Building	**876,327.60**
1700 Accumulated Depreciation	-510,390.76
Total PROPERTY AND EQUIPMENT	**612,710.03**
Total Fixed Assets	**$612,710.03**
TOTAL ASSETS	**$1,151,348.64**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	-2,943.73
Total Accounts Payable	**$ -2,943.73**
Credit Cards	
2001 Credit Card Payable-Arvest	1,922.70
2002 Credit Card Payable - Commerce	0.00
2003 Credit card payable - Lowe's	0.00
Total Credit Cards	**$1,922.70**
Other Current Liabilities	
2100 Payroll Taxes Payable	0.00
2101 Accrued Salaries	0.00
2103 United Way Payable- employee	0.00
2200 Doforrod Revenue	50,000.00
Direct Deposit Payable	0.00
Payroll Liabilities	0.00
Federal Taxes (941/944)	0.00
Garnishment	0.00
IRA Stifel	0.00
KS Income Tax	0.00
MO Income Tax	338.00
MO Unemployment Tax	119.27
United Way	40.00
Total Payroll Liabilities	**497.27**
Total Other Current Liabilities	**$50,497.27**
Total Current Liabilities	**$49,476.24**
Long-Term Liabilities	
2005 LOC - Arvest	0.00
Total Long-Term Liabilities	**$0.00**
Total Liabilities	**$49,476.24**

	TOTAL
Equity	
1110 Retained Earnings	316,991.76
3000 Opening Bal Equity	831,364.34
Net Revenue	-46,483.70
Total Equity	**$1,101,872.40**
TOTAL LIABILITIES AND EQUITY	**$1,151,348.64**

PROPOSAL P110370

191 N Cavalier St. Pembina ND 58271 USA
P: 651-204-4035 | info@avanmobility.com

Proposal Prepared For:
Community Clinic of Southwest Missouri
701 South Joplin Ave
Joplin, Missouri
64801

Rep	Date	Valid Until
Simon Jones	3/8/2023	3/22/2023

Attention	Stephanie Brady
Payment Terms	$40,000 Conversion Prepayment
FOB	Joplin

QTY	Description	Unit Price	Ext. Price
1.00	2022 Promaster 3500 159"EXT WB GVWR 9,300 LBS VIN # TBA, Color: White 3.6L Penstar V6 GAS Engine; 280HP/260 LB-FT of Torque 9 Speed Automatic Transmission Cruise Control, Back Up Camera	75,094.43	75,094.43
1.00	Ram Promaster 159 WB Passenger Side Sliding door Window	1,779.01	1,779.01
1.00	Modification to Upfit Ram Promaster 159EXT WB Euro Style Cargo Van with the following for a Mobile Clinic Van: Closed cell insulation in floor, walls and ceiling Flooring Anti Slip - Altra Walkway - Colour - Dolphin VM2010 Wall and ceiling lining kit. Colour:- White wipable, no fabric. LED interior lighting. Floor to ceiling Cabinets, White Painted including:- Drivers Side: Rear Quarter - Cabinets - Floor To Ceiling for Electrical system storage and other storage cabinets. Front Quarter - Exam Bed. Passenger side: Rear Quarter - Desk area with sink and fridge with office chair - secured. Simple sink/tap/canisters set up (Left side of desk, flush glass top so still counter space when not used. Canisters just below the sink) 12v water pump (12v pump can be unclipped and brought inside when van is stored/not in use) Norcold 2.7 Fridge Front Quarter - Open. - Sliding door access. Sliding door Cab divider Power Supply: Power supply for desk area. 110v shore power , 2000 watt inverter Component dimensions are as follows: desk is 72" long x 18" wide x 30" high storage to be determined - dependent on vehicle type. Exam Bed - approximate size 84" long x 26" wide x 22" high. Full Size Medical Van Moderate Climate Rear Compartment Heat and Air conditioning.	82,977.31	82,977.31
1.00	Full Size Medical Van High Capacity Rear Compartment Heat and Air conditioning. Important note: Requires vehicle engine running to be operational. Complies with D409-16 6.11.3	8,282.15	8,282.15

TAXES EXTRA.

Standards terms and conditions apply. Special orders are non-returnable/non-refundable and will not be accepted for credit.

PROPOSAL P110370

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Rep	Date	Valid Until
Simon Jones	3/8/2023	3/22/2023

Attention	Stephanie Brady
Payment Terms	$40,000 Conversion Prepayment
FOB	Joplin

1.00	Ram Promaster Van Running Boards - Qty 1 - 98" Passenger Side Mount, Qty 1 - 54" Rear Door Mount & Qty 1 - 36" Driver Side Mount. Hardware kit and brackets. For Medical Equiped vehicles	2,250.31	2,250.31
1.00	D409 Equipment including:- 10 LBS Fire Extinguisher with Vehicle Bracket, Back up Alarm, Triangle kit with holder, First Aid Kit, Ambulatory Entrance Lighting. Complies with D409-16 6.12.1, 6.13, 6.15	1,253.32	1,253.32
1.00	Administration Fee Documentation and Vehicle Preparation Fee	1,093.08	1,093.08
1.00	Destination Charge - Area 1	6,685.20	6,685.20
	Total USD		$179,414.81

TAXES EXTRA.
Standards terms and conditions apply. Special orders are non-returnable/non-refundable and will not be accepted for credit.

stephanie@joplinclinic.org

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From: Simon Jones <simon.jones@avanmobility.com>
Sent: Thursday, March 9, 2023 10:22 AM
To: Stephanie Brady <stephanie@joplinclinic.org>
Subject: Stephanie, the Mobile MC Van quote for you (PDF & Video links)

Good morning Stephanie,

As discussed earlier this week. The quote for the MC Mobile Clinic is attached. This cost is without the ADA Accessibility. To add the ADA Accessible lift in you will be at a cost of an additional $10,000-$12,000. This would give you the ability to lift any wheelchair/walker into the Van.

You can view the links below for further information on the Mobile MC Clinic.

Mobile MC Van
Mobile MC Van -VIDEO

Thanks and talk soon.

AVAN MOBILITY

SIMON JONES
Account Executive
p. 651-204-4035 ext. 258

www.avanmobility.com
191 N Cavalier St, Pembina, ND 58271, United States

The information in this email is intended for the nominated recipient. If you are not that person and/or have received this message in error, please notify the sender as soon as possible and delete this message completely. Any use of this message or attachment is strictly forbidden.

TESCO Specialty Vehicles, LLC

Quote #NQ57613

3/6/2023

Ben Connors
bconnors@tescobus.com
p 419-720-7433
f 419.836.8460

5434 Navarre Ave
P.O. Box 167230
Oregon OH 43616
www.mobiletestingclinic.com
855.376.9797

Community Clinic of Southwest Missouri
701 South Joplin Ave
Joplin MO 64801

Stephanie Brady
417-624-5500
stephanie@joplinclinic.org



Picture is from a similar vehicle

Qty: 1

2023 Exam Room and Blood Draw Mobile Clinic

with a 2023 Ford E450

2 passenger & driver

Engine: 7.3L
Wheelbase: 158
GVWR: 14500

Standard Chassis Equipment

Ford E-450 7.3L V8 Gas Engine
14,500 GVWR
6 Speed Automatic Transmission
225/75RX16E Tires
50 State Emissions
Cruise Control
Dual Batteries
55 Gallon Fuel Tank
Daytime Running Lights
AM/FM/USB Radio with 4 Speakers

Standard Body Equipment

Welded Tubular Steel Cage
Drive Shaft Guards
Rear Mud Flaps
Steel Cage Primered w/Rust Inhibitor
Underbody Foam Sealed and Undercoated
3/4" Coosa Coposite Subfloor
Fiberglass Flat Vertical Sidewalls
White Fiberglass Gel Coat Exterior
1' Polystyrene Foam Board Insulation
Tinted A-Panel Window in Cab
LED Interior and Exterior Lighting
Heavy-Duty Steel Powder-Coated Rear Bumper
Velvac Exterior Manual Mirrors (L & R)

Body and Chassis Standard Equipment is subject to change without notice and may be replaced by Options Included on next page.

TESCO Specialty Vehicles, LLC

Quote #NQ57613

3/6/2023

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701 South Joplin Ave
Joplin MO 64801

Stephanie Brady
417-624-5500
stephanie@joplinclinic.org

Options Included

Additional Installed Options

First Aid Kit - 24 Unit
Triangle Reflectors
Gel Hand Sanitizer
Eye Wash Station
Ritter 204 Exam Table
LED Light Strip for upper cabinets
Sewer Hose Carrier 26"
(2) Curtain Hold Back Strap
Vent Fan Cover- For Header Comp.
13' Awning Arm Set-Black
Smoke/Carbon Detector
Hand Sanitizer
5 Lb. Extinguisher 3A 40 BC
Accucold Medical Grade Refrigerator 5.5 cu ft
Wheel Liners Stainless Steel E350/450 w/ Valve Ext.
(2) Storage Compartment Lock 1 3/8" Keyed
Curtain Track
Door Stopper-Dome
13' Awning-Black
Blood Draw Chair
(2) Coat Hook
Hand Wash
(2) Cab Privacy Curtain 47X64
Vent Fan Header Compartment
Sewer Hose
Medical Gloves w/Disposable System

Climate Control

Roof A/C 15,000 BTU w/Digital Zone Thermostat
(2) (2) Power Airflow Roof Vent-Fantastic 4000 Series Fan 14"

Doors/Windows/Mirrors

Note: Delete Standard Window Package
1520 Series Sedan Door In-Body Entry Door w/Window & Stepwell
Keyed Entry Door Switch
3" Thick Rear Ambulance Style Door
Entrance Door, Electric - Built In Cab, 29" (Standard)

Electrical

Replace Standard Dome Lights w/4"x11" LED Lights (6)
Terra Transit Pullout Battery Tray
RVS Backup Camera - 7" Mirror Monitor
Pull 110v 12 Gauge SL Cable Coiled up to Front Bulkhead for Rooftop A/C
Power Inverter with Remote Power Switch
(6) Pull 110v 14 Guage SL Cable Coiled up to Front Bulkhead Area for 110v Outlets

Exam Specific Electrical

110v Package Includes 6 Outlets - 12 Plugs
50 Amp Shore Power with Cord, 28' Length
Cummins Onan 7.0 Generator GL7000 w/Remote Starter Switch
Inlet on Side of Vehicle for Plug In
Breaker Box, Breakers and Transfer Switch

Exterior

(1) GFCI Outlet
Anti-Skid Entry Door Steps
Running Board - Wide Diamond Plate (Driver's Side)
Generator Prep & Skirt Door 43.5"W x 20"H
Exterior Skirt Storage 36"W x 26"D x 14"H Box w/Door

Front Exam Room

LED Lighting Under Upper Cabinets
Custom Laminate Cabinet Locking Drawers
Restroom Package with Toilet, Sink and Tanks
Small Lab Area w/Medical Grade Refrig Under Counter Top & Custom Laminated Upper Locking Cabinets
Custom Laminate Locking Cabinets

Interior

Smooth Fiberglass Interior Sidewalls w/Gray Vinyl Corner Boards
Altro Faux Wood Flooring Upgrade (Iron Bamboo)
(2) USR Belt, Single - Per Passenger
Stanchion Pole w/Assist R.H. Entry
Interior Corner Boards (Standard)
(2) Flip Seat - Featherweight, Single Mid-Back 17" w/ Lap Belts
Gray Vinyl Padded Wall with Door
Restroom Kit-Locking Door, Mirror, Sink, Toilet, Gray Tank, Fresh Water Tank, Soap Dispenser, Paper Towel Holder
Additional Steel Strapping/Backer in Curbside Sidewall for Overhead Cabinets

Rear Exam Room

Custom Laminate Locking Cabinets
Custom Laminate Tall Locking Storage Closet w/Shelf
Custom Laminate Locking Cabinet Drawers
LED Lighting Under Upper Cabinets

Terms: Payment Before Delivery — 50% Deposit Required
Valid For: 30 Days
Delivery: — Subject to Prior Sale

Due to market volatility in producer material costs, TESCO reserves the right to adjust pricing on this quote prior to production.

Unit Price	$225,000.00
Discount	($10,000.00)
Delivery	$1,514.00
Unit Total	**$216,514.00**
Ext. Total	$216,514.00
Trade-in(s)	None
Net Total	$216,514.00

Sales Rep. | Purchaser | Fed Tax ID # | Date

TESCO Specialty Vehicles, LLC

Quote #NQ57612

3/6/2023

Ben Connors p 419-720-7433
bconnors@tescobus.com f 419.836.8460

5434 Navarre Ave www.mobiletestingclinic.com
P.O. Box 167230 855.376.9797
Oregon OH 43616

Community Clinic of Southwest Missouri
701 South Joplin Ave
Joplin MO 64801

Stephanie Brady
417-624-5500
stephanie@joplinclinic.org



Picture is from a similar vehicle

Qty: 1

2023 Exam Room & Blood Draw Mobile Clinic ADA

with a 2023 Ford E450

1 passenger & driver

Engine: 7.3L
Wheelbase: 158
GVWR: 14500

Standard Chassis Equipment

Ford E-450 7.3L V8 Gas Engine
14,500 GVWR
6 Speed Automatic Transmission
225/75RX16E Tires
50 State Emissions
Cruise Control
Dual Batteries
55 Gallon Fuel Tank
Daytime Running Lights
AM/FM/USB Radio with 4 Speakers

Standard Body Equipment

Welded Tubular Steel Cage
Drive Shaft Guards
Rear Mud Flaps
Steel Cage Primered w/Rust Inhibitor
Underbody Foam Sealed and Undercoated
3/4" Coosa Composite Subfloor
Fiberglass Flat Vertical Sidewalls
White Fiberglass Gel Coat Exterior
1' Polystyrene Foam Board Insulation
Tinted A-Panel Window in Cab
LED Interior and Exterior Lighting
Heavy-Duty Steel Powder-Coated Rear Bumper
Velvac Exterior Manual Mirrors (L & R) on Terra Transit

Body and Chassis Standard Equipment is subject to change without notice and may be replaced by Options Included on next page.

TESCO®
TESCO Specialty Vehicles, LLC

Quote #NQ57612

3/6/2023

Ben Connors
bconnors@tescobus.com
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Joplin MO 64801

Stephanie Brady
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stephanie@joplinclinic.org

Options Included

Additional Chassis Equipment

Full Wheel Alignment - Castor & Camber

Additional Equipment

LED Light Strip for upper cabinets
(2) Floor Wall Heater 1000W 120V
(2) Smoke/Carbon Detector
(2) Trash Can

Additional Installed Options

Curtain Track
Accucold Medical Grade Refrigerator 5.5 cu ft
Medical Gloves w/Disposable System
Gel Hand Sanitizer
Triangle Reflectors
Vent Fan Header Compartment
First Aid Kit - 24 Unit
Sewer Hose
Eye Wash Station
(2) Cab Privacy Curtain 47X64
(2) Curtain Hold Back Strap
Ritter 204 Exam Table
Wheel Liners Stainless Steel E350/450 w/Valve Ext.
Door Stopper-Dome
Ritter 281 Blood Draw Chair
(2) Storage Compartment Lock 1 3/8" Keyed
Vent Fan Cover- For Header Comp.
5 Lb. Extinguisher 3A 40 BC
(2) Coat Hook
Sewer Hose Carrier 26"

Climate Control

Roof A/C 15,000 BTU with Thermostat
(2) (2) Roof Vent - Fantastic 4000 Series 14"

Doors/Windows/Mirrors

Entrance Door, Electric - Built In Cab, 29"
Interior Door Switch (For Front Passenger Entrance Door)
Kubota Key Switch - Exterior

Electrical

Thor TH002 MFG Inverter Switch
Replace Standard Dome Lights with 4" x 11" LED Lights
Wire One 110v Outlet To Be Hot At All Times
110v Exterior GFI Outlet
90A All-in-one 240V 18 pos Converter w/ Resettable Breakers
Full Battery Disconnect Switch (Mounted in Drivers Stepwell)
Pull 110v 12 Ga. SL Cable, Coiled Up to Front Bulkhead Area
Terra Transit Pullout Battery Tray
RVS Backup Camera - 7" Mirror Monitor
(6) 110v Outlet with Faceplate - 110v Duplex Outlet
25' 50 Amp Shore Power Cord w/ Inlet plug wired to transfer switch
(2) Pull 110v 14/2 Ga. SL Wire Lead
2000w Inverter Located in the B-Pillar
Additional 4" x 11" LED Light
110V Transfer Switch
(2) 12v Wire Circuit
QG7000 Generator
(2) Interior Switch for Dome Lights
110V Electrical

Exam Specific Electrical

Cummins Onan 7.0 Generator GL7000 w/Remote Starter Switch
Breaker Box, Breakers and Transfer Switch
50 Amp Shore Power with Cord, 28' Length
Inlet on Side of Vehicle for Plug In
110v Package Includes 5 Outlets - 10 Plugs

Exterior

All Storage Areas Locked and Keyed the Same
Running Board - Wide Diamond Plate (Driver's Side)
Generator Enclosure Kit
Generator Prep Kit

Front Exam Room

Small Lab Area w/Medical Grade Refrig Under Counter Top & Custom Laminated Upper Locking Cabinets
Custom Laminate Locking Cabinets
Custom Laminate Cabinet Locking Drawers
LED Lighting Under Upper Cabinets

Interior

Stanchion Pole w/Assist R.H. Entry
Flip Seat - Featherweight, Single Mid-Back 17" w/ Lap Belts
Additional Steel Backer - Behind Driver Seat
Yellow Step Treads
Altro Faux Wood Flooring Upgrade (Iron Bamboo)
Exterior Skirt Storage (36"w x 16"h x 21"d)
Storage Compartment - Over Driver
White Fiberglass Wall with Door
Additional Steel Strapping/Backer in Sidewall, Curbside for Cabinets
Restroom Kit-Locking Door, Mirror, Sink, Toilet, Gray Tank, Fresh Water
Smooth White Interior Walls - Gray Vinyl Corner Boards Shipped Loose

Paratransit Equipment

Double W/C Lift Door - Deluxe
Wheelchair Lift Belt
Braun NCL1000LB3454 1000# Lift

Rear Exam Room

Custom Laminate Locking Cabinet Drawers
Custom Laminate Locking Cabinets
LED Lighting Under Upper Cabinets

Safety

Locking Fuel Door - Deluxe
LED Brake Light - Center High Mount
Back Up Alarm

Terms: Payment Before Delivery — 50% Deposit Required
Valid For: 30 Days
Delivery: — Subject to Prior Sale

Due to market volatility in producer material costs, TESCO reserves the right to adjust pricing on this quote prior to production.

Unit Price	$246,000.00
Mobility Rebate	($1,000.00)
Discount	($10,000.00)
Delivery	$1,514.00
Unit Total	**$236,514.00**
Ext. Total	$236,514.00
Trade-in(s)	None
Net Total	$236,514.00

Sales Rep. | Purchaser | Fed Tax ID # | Date

La Boit
Specialty Vehicles, Inc.

EFFECTIVE April 15, 2022



2023 24'La Boit Sprinter Medical Clinic...$213,200 Base Price

STANDARD DIESEL SPRINTER EQUIPMENT

- Mercedes Sprinter 4500
- Engine-3.0 Turbo Diesel Blue TEC
- Transmission-Automatic/7G-TRONIC
- Brake Assist Plus / Hill Start Assist
- Leather Multifunction Adjustable Steering Wheel
- Alternator-14V/220A
- 24.5 Gallon Fuel Tank
- 12V AGM Battery
- Blind Spot Assist / Attention Assist
- GVWR– 12,125 lbs.
- Thermotronic Automatic Climate Control
- Parking Package w-360 Degree Camera
- Exterior Color-Arctic White/Black Fabric Upholstered Seats
- MBUX Multimedia System w-7" Touchscreen
- 322 Active Lane Keeping Assist
- Heated Electronic Folding Exterior Mirrors
- Active Distance Assist Distronic
- Rear Air Conditioner Heavy-Duty
- 3rd Generation SCR Emission Control System
- Spare Wheel Steel

STANDARD CLINIC FEATURES

- Floor-Plywood w-Commercial Grade Non-Slip Vinyl
- La Boit Superior Cabinetry & Drawers made for mobile use
- Stacking Storage Cabinets
- Positive Chrome Slam Shut Latches on cabinetry & drawers
- (1) AC Powered by Engine
- Rear Heater Powered by Engine
- 2.5 Gas Hot Water Heater-shore powered only
- Pharmaceutical Lock Drawer
- 120V Outlet with 2-USB Ports
- (4) 12V LED Lights
- Full Window Privacy Glass Package
- Entrance Grab Handle
- Fire Extinguisher/Smoke/Carbon Monoxide Detector
- (1) 12V SHURflo Water Pump and Filter
- Side Entry Door w/sliding window, blind & dead bolt
- Dometic 2.3 cu. ft. Refrigerator
- Self Contained Stainless Steel Sink w-Gooseneck Faucet
- 5K Diesel Generator

EFFECTIVE April 15, 2022

2023 24' La Boit Sprinter Medical Clinic

Optional Equipment *Including Installation*

CLINIC OPTIONS

- Exam Table-Midmark Ritter 204, Manual; Mounted w/drawers secured for mobile use.....$2,340
- Exam Light-Sunnex LED Gooseneck Wall Mount; MD#LS708-55RT.....$742
- Physicians Stool; Midmark Ritter 276 Air Lift.....$688
- Diagnostic System-Welch Allyn wall mount; Trans w/Instruments & Blood Pressure & 1 cuff...$2,931
- Autoclave; Midmark Ultraclave M9 w/Automatic Door; includes upgraded dedicated circuit....$8,047
- Glove Box Dispenser; Wire; wall mounted, holds 2 boxes.....$104
- Exterior Graphics Budget.....typical budget $5,000—$7,000
- Medical Freezer, LabRepCo; CliniCool Silver Series Prime-1.7 cu.ft (requires inverter).....$2,254
- Medical Vaccine Refrigerator; LabRepCo-CliniCool Silver Series Prime-1 cu.ft (req. inverter)..$2,363
- Physician's Scale;Health-O-Meter w/Detecto Wall Mounted Height Rod.....$695
- Sharps Container; wall mounted w/wire basket.....$102
- Soap Dispenser; wall mounted.....$100
- Stereo System; AM/FM/Bluetooth/MP3/Satellite compatible w/4 flush mount speakers.....$1,265
- Sundry Jars (4) w/ Custom Anti-Rattle Wall Holder.....$342
- Surgery Light-Medical Illumination; MI550 LED w/Holder Bracket.....$2,567
- TV w/DVD Combo; 24" w/Wall Mount Brackets & Outside Antenna.....$1,208
- UV Air Purifier; Wall Mount Unit.....$528
- Custom Design Fee (non-standard Floor Plan).....$3,150
- City Water Fill; for exterior hose connection in lieu of using on-board water.....$415
- Scene Lighting-2/8x10" LED Clear w/switch at entry.....$1,068
- Exterior Outlet; 110V; located near entry.....$375
- Inverter Pkg-1000W True Sine; Dedicated outlets marked.....$3,421
- Awning-Automatic Side Awning w/Remote & Sensors; Choice of Color.....$4,145

www.laboit.com
800-776-9984

***Prices & Features Subject to Change**

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application

CARES Community Development Block Grant

(CDBG-CV) Program

Eligible Activities & National Objective

Public Service Activities in accordance with 24 CFR 570.201(e): (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, childcare, health, drug abuse, education, fair housing counseling, energy conservation.

Low-to-moderate (LMI) Limited Clientele: services to benefit a clientele in accordance with 24 CFR 570.208(a)(2) presumed to be principally LMI such as abused children, battered spouses, elderly persons, disabled adults, homeless persons, illiterate adults, and persons living with AIDS.

Written Agreement Required

Each recipient of CDBG funds must agree to sign a written agreement with the City, covering at a minimum the following provisions: 1) statement of work, 2) records and reports, 3) program income, 4) uniform administrative requirements, 5) suspension and termination, and 6) reversion of assets. **No expenses incurred prior to the signing of the agreement may be reimbursed for the project.**

All application must be tied back to Covid-19 in order to prevent, prepare to or respond to the pandemic. Example: the procurement of equipment to enable remote work as part of the public service.

Public Services must be provided, and agency (or office) located within the City of Joplin.

Applications restricted to procurement of equipment and supplies.

Procurement policies for the City of Joplin's CDBG Program are a combination of federal and City regulations. Procurement policies include, but are not limited to, the following basic requirements:

Approval – purchases and procurements (including subrecipient reimbursements) are approved by the Program Staff.

Bidding – purchases and procurements (including subrecipient reimbursements) are made in compliance with City bidding requirements, which are as follows:

1. Purchases under $1,000 do not require bids,
2. Purchases between $1,000 and $15,000 require written bids

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application

City Staff Only

Date Received: _____

IDIS Activity No: _____

Applicant Identification

Name of Organization: Community Clinic of Southwest Missouri

Mailing Address: 701 South Joplin Avenue

Name of Executive: Stephanie Brady Title: Executive Director

Dates of Organization's Fiscal Year: January 1 – December 31

Application Preparer

Name: Kristine Gustafson Title: Fund Development Coordinator Phone: 417-624-5500 x117

Project Type (Services Provided)

☐ 05A Senior Services ☐ 05B Handicapped Services ☐ 05C Legal Services ☐ 05D Youth Services
☐ 05E Transportation Services ☐ 05F Substance Abuse Services ☐ 05G Battered and Abused Spouses
☐ 05H Employment Training ☒ 05M Health Services ☐ 05N Abused and Neglected Children
☐ 03T Homeless/Aids Patients Programs ☐ 05X Housing Information and Referral Services

Previous Assistance Disclosure

Check the appropriate box below if your business has received any Federal assistance after March 13, 2019

✓ SBA Payment Protection Program (PPP) Amount Received: $65,000.00
What was the specific use of the funds received: Employee retention for 2020-2021

☐ SBA Economic Injury Disaster Loan (EIDL) Amount Received: _____
What was the specific use of the funds received: _____

☐ SBA Express Bridge Loan Amount Received: _____
What was the specific use of the funds received: _____

☐ SBA Debt Relief Program Amount Received: _____
What was the specific use of the funds received: _____

☐ Other Federal Program Assistance Name of Program: _____
Amount Received: _____
What was the specific use of the funds received: _____

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application

Required Narratives

Narratives must be provided in order to determine eligibility. Briefly, yet descriptively, complete the following narrative questions. Use a separate piece of paper, if not completing this form digitally. Provide all required attachments with the completed application.

1. Describe the non-for-profit applying for grant funds.
   a. The Community Clinic of Southwest Missouri is the uninsured free clinic in southwest Missouri. The Clinic was established by volunteers in 1993 and is still going strong 30 years later. Our mission is to improve the health of people in our community without access to medical, dental, and mental health care. Our vision is to promote a community that ensures people have access to timely, high-quality, and inclusive comprehensive healthcare that benefits the family. We partner with volunteers and healthcare providers to provide integrative healthcare, preventative services, patient and community education, easy pharmaceutical access, dental care, mental health assessments/counseling, vision care, case management services, and specialist referrals to the underserved low-income families in our community.

2. Describe the public service selected on the project type selected on the previous page.

   a. The Community Clinic of Southwest Missouri is the only free clinic in a 100 mile radius. The Community Clinic's integrated **health service** and structure ensures that low-to-moderate income community members gain timely access and treatment. Our outreach programs have increased significantly since COVID, utilizing laptops and up to date computers will assist in efficient management of both the mobile unit and onsite referrals to increase our ability to reach more people in areas of need.

3. Describe the Limited Clientele population in accordance with 24 CFR 570.208(a)(2) for which service is provided.

   a. The Community Clinic serves low-to-moderate income persons in accordance with the 2023 federal poverty guidelines. This means that approximately 90% of our patients are below 200% of the national poverty level with only 10% making up to 300% of the federal poverty guidelines. While many of our patients have jobs, they do not make enough to afford marketplace insurance and many of them are in a transitional phase of their lives. Some of our patients are homeless or have medical conditions that need immediate attention in order to stabilize their health, mental health, and improve their quality of life.

4. How will the grant funds be used to improve services?

   a. As the Community clinic increases it outreach program, it is important that the Clinic be able to keep medical records current and up to date. Facilitating this process would include 2 laptop computers for counseling and vaccine outreach and an onsite desktop to help with coordinating outreach and providing volunteer doctors/medical students with efficient access to medical records.

5. How will the use of grant funds be used to respond to the Covid-19 pandemic?

   a. The Clinic will utilize the laptops and the desktop for coordinating Covid-19 vaccinations, uploading Missouri ShowMeVax information to the state, and providing mental health assessments to off-site/onsite patients to determine if a patient has a need for counseling or psychoeducational materials.

6. Provide the most recent financial statement for your corporation. (Attached)

   a. 2022 Budget vs. Actuals report (Includes -$91,593.56 in investment loss/gain)
   b. 2023 to date Statement of Financial Position Report

7. Provide itemizations of requested procured equipment and supplies.

a. Laptops $899.99 x 2 =		$1799.98
b. Desktop		$1,199.00
c. Hardware, Networking, Switches		$ 799.00
	Total	**$3,797.98**

8. Provide three (3) written quotations for any items greater than $1,000.00 and identify the selected vendor's in quotation.

a. "Midwest IT" PC/Laptop/Installation	**$3,797.98**
b. "Amazon" Laptop/PC w/screen (NO INSTALLATION)	$4,055.93
c. "BestBuy" Laptop/PC w/screen (NO INSTALLATION)	$3,618.88

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application

Statement of Assurances

The applicant hereby assures and certifies that:

(a) It possesses legal authority to apply for the grant and execute the proposed program.

(b) Its governing body has duly adopted or passed, as an official act, a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and direction, and authorizing the applicant's chief executive officer to act in connection with the application and to provide such additional information as may be required.

(c) The Community Development Block Grant program has been developed so as to give maximum feasible priority to activities which will benefit low- and moderate-income families, or aid in the prevention or elimination of slums or blight; or includes activities which the grantee certifies are designed to meet other community development needs having a particular urgency as specifically explained in the application.

(d) It will comply with the regulations, policies, guidelines, and requirements of 24 CFR 85, as modified by 24 CFR 570, Subpart J, as they relate to the application, acceptance, and use of Federal funds under this document.

It will comply with:

(e) Title VI of the Civil Rights Act of 1964 (Pub. Law 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and immediately take any measure necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(f) Title VIII of the Civil Rights Act of 1968 (Pub. Law 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing; the financing of housing, and the provisions of brokerage services;

(g) Executive Order 12259, Leadership and Coordinator of Fair Housing in Federal Programs, requiring that programs and activities relating to housing and urban development be administered in a manner affirmatively to further the goals of Title VIII of the Civil Rights Act of 1968;

(h) Section 109 of the Housing and Community Development Act of 1974 (ACT) as amended, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the grounds of race, color, religion, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under the act. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973 as amended shall also apply to any such program activity.

(i) Titles I through V of the Americans with Disabilities Act of 1990;

(j) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto (24CFR Part 130 and 41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; shall take affirmative actions to insure fair treatment in employment, upgrading, or transfer; recruitment or recruitrnent advertising; layoff or termination; rates of pay or other forms of compensation and selection for training and apprenticeship; and

(j) It will abide by the terms and conditions of the City of Joplin's Conflict of Interest Program Policy for all activities paid for or assisted by Community Development Block Grant funds.

(k) It will comply with the Anti-kickback Copeland Act of 1934, 18 U.S.C. Sec. 874 and 40 U.S.C. Sec. 276(a), which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.

(l) It will comply with the provisions of the Hatch Act which limits the political activity of employees.

(m) It will give the City of Joplin and HUD, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the grant.

(n) It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency (EPA) list of Violating Facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing with the EPA.

(o) It will comply with:

(1) The National Environmental Policy Act of 1969 (42 U.S. C. Sec. 4321 et seq.) and 24 CFR Part 58;

(2) Executive Order 11988, Floodplain Management;

(3) Executive Order 11990, Protection of Wetland;

(4) The Endangered Species Act of 1973, as amended, (16 U.S.C. Sec. 1531 et seq.);

(5) The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. Sec. 661 et seq.);

(6) The Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. Sec. 1271);

(7) The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. Sec. 30(f) et seq.);

(8) Section 401 (f) of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C.S. 4831 (b) and Title X of the Housing and Community Development Act of 1992;

(9) Sections 700.300 – 324 of RSMo concerning lead paint hazards;

(10)The Clean Air Act of 1970, as amended (42 U.S.C.S. 7401 et seq.);

(11)The Federal Water Pollution Control Act of 1972, as amended, (33 U.S.C.S. 1251 et. seq.);

(12)The Clean Water Act of 1977 (Public Law 95-217);

(13)The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sec. 6901 et seq.);

(14)Section 519 of Public Law 101-144, the 1990 HUD Appropriations Act, prohibiting use of excessive force by jurisdictional law enforcement in response to nonviolent civil rights demonstrations, and prohibiting physical barring of entrance or exit to a facility subject to the nonviolent civil rights demonstrations;

(15)Section 1352, Title 31, U.S.C. if awarded funds in excess of $100,000;

(16)The Single Audit Act of 1984, amended 1996, Public Law 98-502, and OMB Circular A-133;

(17)Cranston-Gonzales National Affordable Housing Act (Section 906 and 912);

(18)Subpart C of 24 CFR, Part 12 regarding disclosure requirements.

(p) It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

(q) Any activities conducted with amounts received by a unit of general local government under this subsection shall be subject to the applicable provisions of this Title and other Federal law in the same manner and to the same extent as activities conducted with amounts received by a unit of general local government under subsection (a).

Signature of Authorized Representative

Stephanie M. Brady

Date: 3-13-2023

Printed Name

Stephanie M. Brady

COMMUNITY CLINIC OF SOUTHWEST MISSOURI

Budget vs. Actuals: FYE 12.31.22 - FY22 P&L

January - December 2022

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Revenue				
Corporate Sponsors				
4031 Freeman Hospital	30,600.04	30,000.00	600.04	102.00 %
4032 Mercy Hospital	48,000.00	50,000.00	-2,000.00	96.00 %
Total Corporate Sponsors	**78,600.04**	**80,000.00**	**-1,399.96**	**98.25 %**
Fundraisers				
4041 Thanksgiving mailer	9,750.00	8,000.00	1,750.00	121.88 %
4043 Giving Tuesday	71,020.00	80,000.00	-8,980.00	88.78 %
4043.1 Anthem - Fundraiser (Fit Bit)	40.00		40.00	
4043.3 General Mills Grant		7,500.00	-7,500.00	
Total 4043 Giving Tuesday	**71,060.00**	**87,500.00**	**-16,440.00**	**81.21 %**
4044 Rotary - Golf Tournament	10,000.00	10,000.00	0.00	100.00 %
Total Fundraisers	**90,810.00**	**105,500.00**	**-14,690.00**	**86.08 %**
Grants				
4000 Mercy Caritas Fund	6,250.00		6,250.00	
4004 Sandy Family Foundation Grant	20,000.00		20,000.00	
4007 Steadley Foundation	17,500.00	15,000.00	2,500.00	116.67 %
4009 Walmart Store Grant	1,500.00	3,000.00	-1,500.00	50.00 %
4015 Bramlage Willcoxon Family Fdtn	6,000.00	5,000.00	1,000.00	120.00 %
4017 Anthem Grant		30,000.00	-30,000.00	
4020 Joy Spiva Cragin Charitable Trust	2,160.95	500.00	1,660.95	432.19 %
4021 Americares	9,900.00		9,900.00	
4021.1 Americares - Echo	10,000.00		10,000.00	
Total 4021 Americares	**19,900.00**		**19,900.00**	
4023 Freeman Johnson Trust	9,000.00	5,000.00	4,000.00	180.00 %
4026 Titus Foundation 2018		40,000.00	-40,000.00	
4027 LemonsTrust	45,000.00	45,000.00	0.00	100.00 %
4028 Cloyd Carlin Trust		500.00	-500.00	
4029 Covid Grants	15,740.00	10,000.00	5,740.00	157.40 %
4029.100 Sosento	70,000.00		70,000.00	
Total 4029 Covid Grants	**85,740.00**	**10,000.00**	**75,740.00**	**857.40 %**
4030 Other Grants	1,444.89	80,000.00	-78,555.11	1.81 %
4030.010 Amcor	1,000.00		1,000.00	
4030.025 BNSF Railway Foundation	5,000.00		5,000.00	
4030.033 Christina's Smile	5,000.00		5,000.00	
4030.088 Hulston	15,000.00		15,000.00	
4030.160 Patterson	22,000.00		22,000.00	
4030.194 Schreiber Benevity	7,282.50		7,282.50	
Total 4030 Other Grants	**56,727.39**	**80,000.00**	**-23,272.61**	**70.91 %**
4033 Hughes Grant- US Bank		2,500.00	-2,500.00	
4034 Jasper Co Assn for Social Serv	5,000.00	5,000.00	0.00	100.00 %
4045 United Way - of SW MO/SE KS	10,470.00	22,000.00	-11,530.00	47.59 %

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
4071 Community Foundation of Ozark	7,200.00	8,500.00	-1,300.00	84.71 %
4072 Delta Dental		5,000.00	-5,000.00	
4073 Carthage Area United Way	21,500.00	21,500.00	0.00	100.00 %
4100 NAFC				
4100.037 NAFC - CVS	30,000.00		30,000.00	
Total 4100 NAFC	**30,000.00**		**30,000.00**	
4150 Corley Memorial Trust	6,000.00		6,000.00	
Total Grants	**349,948.34**	**298,500.00**	**51,448.34**	**117.24 %**
Other Income				
4040 Donations - Civic Organizations		500.00	-500.00	
4046 Interest/Dividend Income	16,016.86	5,000.00	11,016.86	320.34 %
4050 Reimbursement	1,856.94	3,500.00	-1,643.06	53.06 %
4050.01 Reimbursement of Med Records	71.30		71.30	
4051 Other Donations- Church	3,780.00	7,500.00	-3,720.00	50.40 %
4052 Other Donations - Individual	37,297.41	30,000.00	7,297.41	124.32 %
4053 Unrealized Gain/Loss on Investm	-91,593.56		-91,593.56	
4054 Other Donations - Business	2,000.00	2,000.00	0.00	100.00 %
4055 Patient Cash Donations	9,172.60	20,000.00	-10,827.40	45.86 %
4057 Misc income	40,882.16	1,500.00	39,382.16	2,725.48 %
4060.3 Donated items - Americares	57,459.68	75,000.00	-17,540.32	76.61 %
4060.4 Donated items - Heart To Heart	2,520.78	20,000.00	-17,479.22	12.60 %
4060.5 Donated items - Dispensary of Hope	169,655.00	200,000.00	-30,345.00	84.83 %
4060.6 Donated items - Volunteer labor	313,214.00	240,000.00	73,214.00	130.51 %
4098 Realized Gain/Loss on Investmnt	4,948.31		4,948.31	
Total Other Income	**567,281.48**	**605,000.00**	**-37,718.52**	**93.77 %**
Total Revenue	**$1,086,639.86**	**$1,089,000.00**	**$ -2,360.14**	**99.78 %**
GROSS PROFIT	**$1,086,639.86**	**$1,089,000.00**	**$ -2,360.14**	**99.78 %**
Expenditures				
6080 Board & staff meetings	1,394.26	500.00	894.26	278.85 %
Payroll Expenses				
Taxes	0.00		0.00	
Total Payroll Expenses	**0.00**		**0.00**	
Program Services				
6093 Other Miscellaneous Patient Needs	261.35	300.00	-38.65	87.12 %
Behavioral Health				
6011 Counseling - Navigator expense	2,510.51	750.00	1,760.51	334.73 %
6012 Food program - cooking class expense	6,322.23	4,000.00	2,322.23	158.06 %
6013 Fitness group expense	919.97	500.00	419.97	183.99 %
Total Behavioral Health	**9,752.71**	**5,250.00**	**4,502.71**	**185.77 %**
Clinic Expenses				
6060.3 Donated medications - Americares	57,459.68	75,000.00	-17,540.32	76.61 %
6060.4 Donated medications - Heart To Heart	2,520.78	20,000.00	-17,479.22	12.60 %
6060.5 Donated medications - Dispensary of Hope	169,655.00	200,000.00	-30,345.00	84.83 %
6060.6 Volunteer labor expense	313,214.00	240,000.00	73,214.00	130.51 %
6085 Lab Services	1,689.51	500.00	1,189.51	337.90 %
6086 Lab Supplies	10,731.35	2,500.00	8,231.35	429.25 %
6087 Flu Shots	24,333.95	25,000.00	-666.05	97.34 %
6091 Clinic Medications	28,710.60	35,000.00	-6,289.40	82.03 %

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
6092 Other Medical Supplies	3,570.32	4,500.00	-929.68	79.34 %
6094 Database Fees/Charges	7,792.00	5,844.00	1,948.00	133.33 %
6096 Dental Supplies/repairs	1,700.68	3,500.00	-1,799.32	48.59 %
6097 Vision Program	4,961.00	3,500.00	1,461.00	141.74 %
6098 Patient Transportation	674.43	50.00	624.43	1,348.86 %
Clinical Payroll Costs				
6000 Salaries/Wages - Clinical	216,709.85	245,000.00	-28,290.15	88.45 %
6002 Salaries/Wages - PDO Clinical	47,668.03	24,000.00	23,668.03	198.62 %
6003 Salaries/Wages- Counseling	28,353.28	25,000.00	3,353.28	113.41 %
6050 Payroll taxes - Clinical	25,081.50	22,000.00	3,081.50	114.01 %
Total Clinical Payroll Costs	**317,812.66**	**316,000.00**	**1,812.66**	**100.57 %**
Total Clinic Expenses	**944,825.96**	**931,394.00**	**13,431.96**	**101.44 %**
Total Program Services	**954,840.02**	**936,944.00**	**17,896.02**	**101.91 %**
Supporting Services				
6033 Fundraising Fees	2,351.18	2,600.00	-248.82	90.43 %
Management and General				
6007 Payroll Service Fee	1,288.00	2,600.00	-1,312.00	49.54 %
6010 Depreciation Expense	38,289.12	35,000.00	3,289.12	109.40 %
6021 Building Repair & Maintenance	12,580.70	8,000.00	4,580.70	157.26 %
6022 Electric	7,896.45	8,000.00	-103.55	98.71 %
6023 Gas	2,960.03	1,800.00	1,160.03	164.45 %
6024 Building Insurance	3,925.97	3,772.00	153.97	104.08 %
6025 Trash	3,368.93	3,881.47	-512.54	86.80 %
6026 Water & Sewage	867.53	1,200.00	-332.47	72.29 %
6031 Volunteer expenses		300.00	-300.00	
6032 Employee Appreciation	1,419.59	1,000.00	419.59	141.96 %
6040 Licenses and Permits	140.25	220.00	-79.75	63.75 %
6051 Accounting and Legal Fees	25,257.25	21,000.00	4,257.25	120.27 %
6070 Computer & Equipment Repairs	1,987.96	500.00	1,487.96	397.59 %
6071 Computer maintenance	10,004.96	8,100.00	1,904.96	123.52 %
6072 Advertising & Marketing	3,479.18	2,500.00	979.18	139.17 %
6074 Dues/Fees/Seminars/Registration	7,073.21	2,500.00	4,573.21	282.93 %
6075 Miscellaneous		500.00	-500.00	
6076 Office Supplies	5,541.86	6,000.00	-458.14	92.36 %
6077 Postage	1,389.52	1,000.00	389.52	138.95 %
6078 Printing	2,656.26	2,000.00	656.26	132.81 %
6079 Telephone	10,331.39	9,800.00	531.39	105.42 %
6081 Food / Kitchen supplies	711.85	1,000.00	-288.15	71.19 %
6083 Bank/Late/Penalty Charges	1,632.14	800.00	832.14	204.02 %
6084 Travel/Mileage Reimbursement	1,848.63	2,000.00	-151.37	92.43 %
6114 Malpractice Insurance- NP	3,874.78	2,201.00	1,673.78	176.05 %
6115 Workers' Compensation Insurance	1,703.81	1,491.00	212.81	114.27 %
6120 Board of Directors Insurance	3,921.00	3,615.00	306.00	108.46 %
6160 Event expenses		100.00	-100.00	
6165 Outreach	298.33	300.00	-1.67	99.44 %
Administrative Payroll Costs				
6100 Salaries/Wages - Admin	84,202.64	74,000.00	10,202.64	113.79 %
6101 Salaries/Wages - Bonus/Comm - Admin	11,619.41	10,000.00	1,619.41	116.19 %
6102 Salaries/Wages - PDO Admin	3,464.22	2,000.00	1,464.22	173.21 %

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
6150 Payroll taxes - Admin	5,347.55	6,200.00	-852.45	86.25 %
Total Administrative Payroll Costs	**104,633.82**	**92,200.00**	**12,433.82**	**113.49 %**
Total Management and General	**259,082.52**	**223,380.47**	**35,702.05**	**115.98 %**
Total Supporting Services	**261,433.70**	**225,980.47**	**35,453.23**	**115.69 %**
Total Expenditures	**$1,217,667.98**	**$1,163,424.47**	**$54,243.51**	**104.66 %**
NET OPERATING REVENUE	**$ -131,028.12**	**$ -74,424.47**	**$ -56,603.65**	**176.06 %**
NET REVENUE	**$ -131,028.12**	**$ -74,424.47**	**$ -56,603.65**	**176.06 %**

COMMUNITY CLINIC OF SOUTHWEST MISSOURI

Statement of Financial Position

As of March 14, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1001 Op Checking - Commerce-1913	3,551.84
1002 Money Market-Commerce-1922	454.46
1014 Arvest Money Market	6,826.28
1015 Arvest Operating Account	34,882.47
1018 Petty Cash	80.00
1019 Patient Donations Cash Box	0.00
1020 Paypal Cash Account	734.58
Total Bank Accounts	**$46,529.63**
Accounts Receivable	
1100 Grants Receivable	0.00
Accounts Receivable	0.00
1150 Accounts Receivable- Other	0.00
1200 Goetze Dental Prepaid	0.00
Total Accounts Receivable	**0.00**
Total Accounts Receivable	**$0.00**
Other Current Assets	
1299 Prepaid Insurance	3,720.35
1498 Prepaid expenses	3,486.88
1499 Undeposited Funds	0.00
ENDOWMENT INVESTMENTS	0.00
1206 CFO - Capacity Fund	454,282.44
1208 CFO - Endowment Fund	19,967.80
1210 CFO - Women & Children's Health Fund	10,651.51
Total ENDOWMENT INVESTMENTS	**484,901.75**
Payroll Refunds	0.00
Total Other Current Assets	**$492,108.98**
Total Current Assets	**$538,638.61**

	TOTAL
Fixed Assets	
PROPERTY AND EQUIPMENT	
1300 Dental Furniture & Equipment	32,196.00
1400 Equipment	163,417.38
1500 Land	51,159.81
1600 Building	0.00
Building Improvements	342,553.98
Original Cost	533,773.62
Total 1600 Building	**876,327.60**
1700 Accumulated Depreciation	-510,390.76
Total PROPERTY AND EQUIPMENT	**612,710.03**
Total Fixed Assets	**$612,710.03**
TOTAL ASSETS	**$1,151,348.64**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	-2,943.73
Total Accounts Payable	**$ -2,943.73**
Credit Cards	
2001 Credit Card Payable-Arvest	1,922.70
2002 Credit Card Payable - Commerce	0.00
2003 Credit card payable - Lowe's	0.00
Total Credit Cards	**$1,922.70**
Other Current Liabilities	
2100 Payroll Taxes Payable	0.00
2101 Accrued Salaries	0.00
2103 United Way Payable- employee	0.00
2200 Deferred Revenue	50,000.00
Direct Deposit Payable	0.00
Payroll Liabilities	0.00
Federal Taxes (941/944)	0.00
Garnishment	0.00
IRA Stifel	0.00
KS Income Tax	0.00
MO Income Tax	338.00
MO Unemployment Tax	119.27
United Way	40.00
Total Payroll Liabilities	**497.27**
Total Other Current Liabilities	**$50,497.27**
Total Current Liabilities	**$49,476.24**
Long-Term Liabilities	
2005 LOC - Arvest	0.00
Total Long-Term Liabilities	**$0.00**
Total Liabilities	**$49,476.24**

	TOTAL
Equity	
1110 Retained Earnings	316,991.76
3000 Opening Bal Equity	831,364.34
Net Revenue	-46,483.70
Total Equity	**$1,101,872.40**
TOTAL LIABILITIES AND EQUITY	**$1,151,348.64**

P.O. Box 154
Neosho, Missouri 64850
www.midwest-it.com
417-451-9184

MIDWEST IT SERVICES
User-friendly IT

Joplin Community Clinic*
701 South Joplin Ave
Joplin, Missouri 64801

Estimate #	1234
Estimate Date	03-11-23
Total	**$3,797.98**

Item	Description	Unit Cost	Quantity	Line Total
PCs & Laptops - Laptops/ Notebooks (All)	ASUS VivoBook Laptop 15.6" FHD Touchscreen Intel 11th Gen Quad-Core i5-1135G7 8GB DDR4 RAM 128GB PCIe SSD HDMI WiFi AC BT Backlit Keyboard Fingerprint USB C Windows 10 Pro w/ RE USB Drive	$899.99	2.0	$1,799.98
PCs & Laptops - Desktops - Business Desktops & Workstations	Dell Optiplex micro, 8GB RAM, 256 GB SSD windows 10/11 Pro. 22"Dell Eseries monitor with mount to mount the Optiplex to the rear of the monitor. Wireless Keyboard and Mouse.	$1,199.00	1.0	$1,199.00
Hardware, Networking - Switches - Switches	Switch to replace Network switch in back. --Switch 48 PoE SKU: USW-48-PoE	$799.00	1.0	$799.00

THIS IS AN ESTIMATE

Subtotal	**$3,797.98**
Tax	$0.00
Estimate Total	**$3,797.98**

Disclaimer

ESTIMATE EXPIRES IN ONE WEEK. Prices quoted on parts may be subject to change. Items not picked up within 30 days after completion of service will become property of MWIT. $30.00 charge on all returned checks. 100% down & no returns on all orders. MWIT is not responsible for lost PC data. 1 year warranty on hardware, parts & labor for new pc builds. Manufacture warranty for pre-built computers and laptops. 30 days on parts for used computers, unless specified otherwise. Labor warranties on specified services for 7 business days after completion of services. NO warranty on virus clean ups. Warranty does not cover acts of nature such as lightening strikes, power surges, etc.

Signed: _____ Date: _____

Checkout (7 items)

1 Group
Community Clinic of SWMO
Group under Community Clinic of SWMO

2 Business order information
PO number: bid — Change

3 Shipping address
Kristine Gustafson
701 South Joplin Ave
Joplin, MO 64801
Edit delivery preferences — Change

4 Payment method
VISA Visa ending in 6266 — Change
Billing address: Same as shipping address.
Add a gift card or promotion code or voucher
Enter code | Apply

5 Review items and shipping

You have default checkout preferences for your current order
☐ I'd like to manually select a new group, shipping address and payment method when I place my next order.

There are 3 important messages about your order.
- If your hours ever change at an address, click **Edit delivery preferen...**
- **Shop with Points allows customers to pay for Amazon.com purchases using credi...**
- **If tax exemption is applied to this order, you acknowledge your tax exemption...**



Pay for this order. Get a $200 Amazon Gift Card upon approval for the Amazon Business Prime Card with an eligible Prime membership. Terms apply.
Learn more

Estimated delivery: Mar. 13, 2023 - Mar. 15, 2023
Items shipped from Genesis Official Store



Sceptre E249W-19203R 24-inch FHD LED Gaming Monitor 2X HDMI VGA 75Hz Build-in Speakers, Machine Black
$102.98
Qty: 2
Sold by: Genesis Official Store
Not eligible for Amazon Prime (Learn more)

Gift options not available
Tax Exemption Applied. Remove

Choose a delivery option:
◉ **Monday, Mar. 13 - Wednesday, Mar. 15**
FREE Shipping



Pay for this order. Get a $200 Amazon Gift Card upon approval for the Amazon Business Prime Card with an eligible Prime membership. Terms apply.
Learn more

Estimated delivery: Mar. 13, 2023
Items shipped from Tech Warehouse Inc. - In Stock - Ships same day



HP Envy 17T 2022 Laptop, i7-1195G7 11th gen, 32GB RAM, 1 TB NVMe SSD, 17.3" FHD Touch, Thunderbolt 4, Win 11 PRO, WiFi 6, B&O Audio, USB-A, Intel Xe Graphics, Silver, 64GB Tech Warehouse Flashdrive
$1,245.00
Qty: 2
Sold by: Tech Warehouse Inc. - In Stock - Ships same day
Not eligible for Amazon Prime (Learn more)

Choose a delivery option:
◉ **Monday, Mar. 13**
FREE Shipping
○ **Wednesday, Mar. 8**
$91.98 - Delivery
○ **Thursday, Mar. 9**
$59.98 - Delivery

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Order Summary

Items (7):	$4,055.93
Shipping & handling:	$0.00
Total before tax:	$4,055.93
Estimated tax to be collected:*	$0.00
Order total:	**$4,055.93**

How are shipping costs calculated?
Prime shipping benefits have been applied to your order. (Why aren't all my items eligible?)

Tax Exemption Applied. Remove



Pay for this order. Get a $200 Amazon Gift Card upon approval for the Amazon Business Prime Card with an eligible Prime membership. Terms apply.
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Delivery: Mar. 9, 2023 If you order in the next 22 hours and 37 minutes (Details)
Items shipped from Issaquah Highlands Tech



HP Z2 G4 SFF Small Form Factor Workstation Business Desktop (Intel 6-Core i5-8500 (Beats i7-10510U), 32GB DDR4 RAM, 1TB SSD) No DVD, Keyboard, Mouse, Display Port, Windows 10 Pro
$899.99
Qty: 1
Sold by: Issaquah Highlands Tech

Choose your Prime delivery option:
- (●) Thursday, Mar. 9
  FREE Prime Delivery
- ( ) Monday, Mar. 13
  FREE Prime Delivery

Gift options not available
Tax Exemption Applied. Remove



Pay for this order. Get a $200 Amazon Gift Card upon approval for the Amazon Business Prime Card with an eligible Prime membership. Terms apply.
Learn more

Estimated delivery: Mar. 13, 2023 - Mar. 14, 2023
Items shipped from Asurion, LLC

ASURION B2B 4 Year Laptop/Tablet Protection Plan ($1000 - $1999.99)
$229.99
Qty: 2
Sold by: Asurion, LLC
Not eligible for Amazon Prime (Learn more)

Choose a delivery option:
- (●) Monday, Mar. 13 - Tuesday, Mar. 14
  FREE Shipping

Gift options not available
Tax Exemption Applied. Remove

Place your order

Order total: $4,055.93
By placing your order, you agree to the Amazon Business Accounts Terms and Conditions and Amazon's privacy notice.

*Why has sales tax been applied? See tax and seller information.

Need help? Check our Help pages or contact us

For an item sold by Amazon.com: When you click the "Place your order" button, we'll send you an email message acknowledging receipt of your order. Your contract to purchase an item will not be complete until we send you an email notifying you that the item has been shipped.

Important information about sales tax you may owe in your state

You may return new, unopened merchandise in original condition within 30 days of delivery. Exceptions and restrictions apply. See Amazon.com's Returns Policy.

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Auto-Renewal Details: Savings applies to initial purchase only.

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You'll also get discounted services, extended returns, included 24 months protection on most purchases and more with an active membership.

Unlock Savings

Special Offers We found offers available based on items in your cart! See all



HP - ENVY 17.3" Laptop - Intel Core i7 - 12GB Memory - 512GB SSD - Natural Silver

- ◯ **Pickup at Joplin** Ready for pickup in **1hr**
- ◯ FREE Shipping to 64801 Get it by **Thu, Mar 16** More shipping options are available in checkout

1 Remove Save

$1,299.99

Got a device like this to trade in?

We'll help you check your trade-in value and apply it to your order. Check Trade-In Value

Included Free



Trend Micro - Internet Security (3-Device) (6 Month Subscription) - Android, Apple iOS, Mac OS, Windows [Digital] Remove

FREE $29.99 value

Protection Plans

Accidental Geek Squad Protection (8401) See All Plans



HP - ENVY 2-in-1 13.3" Touch-Screen Laptop - Intel Core i7 - 8GB Memory - 512GB SSD - Natural Silver

- ◯ Unavailable near Joplin **Unavailable at this store.** Please check other stores
- ◯ **FREE Shipping to 64801** Get it by **Fri, Mar 17** Faster shipping options are also available in checkout

1 Remove Save

$1,049.99

Got a device like this to trade in?

We'll help you check your trade-in value and apply it to your order. Check Trade-In Value

Included Free

Order Summary

Item Total	$2,559.97
Shipping	FREE
Store Pickup	FREE
Estimated Sales Tax	$208.92
Total	**$2,768.89**

Checkout

One or more items in your cart require an account. Sign in or create an account now

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or
$230.75/month* suggested monthly payments with **12 month financing** on this purchase of $2,768.89

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Enjoy the tech you want today. Learn more >

Buying a gift for someone special?

Gift options can be added in checkout. Learn more >

Trend Micro - Internet Security (3-Device) (6 Month Subscription) - Android, Apple iOS, Mac OS, Windows [Digital] Remove **FREE** $29.99 value

Protection Plans

Accidental Geek Squad Protection (8401) **See All Plans**



HP - 24" IPS LED FHD FreeSync Monitor (HDMI, VGA) - Silver and Black

Pickup at Joplin
Ready for pickup in **1hr**

FREE Shipping to 64801
Get it by **Thu, Mar 16**
Same-Day Delivery is also available in checkout

1 Remove Save

$209.99

Included Free

Free YouTube Premium for 3 months (new subscribers only) Remove **FREE**

Norton - 360 Deluxe (3 Dovice) with LifeLock Identity Advisor (1 Adult) (6-Month Subscription with Auto Renewal) - Android, Apple IOS, Mac OS, Windows [Digital] Remove **FREE** $29.99 value

Protection Plans

4-Year Geek Squad Product Replacement (2798) **$49.99** **Add to Cart**



We've removed this item from your cart. Undo Save

Compare items from cart



HP - ENVY 17.3" Laptop - Intel Core I7 - 12GB Memory - 512GB SSD - Natural Silver

☐ Add to Compare



HP - ENVY 2-in-1 13.3" Screen Laptop - Intel - 8GB Memory - 512G Natural Silver

☐ Add to Compare

Saved Items

People also bought







)ell - OptiPlex 3000 Desktop - Intel i5-12500 - 16 GB Memory - 512 GB SSD - Black

lodel: KPT30 **SKU:** 6513473

4.0 (1 Review) 1 Answered Question










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☐ 2-Year Accidental Geek Squad Protection	$184.9 About $7.71/mo
☐ 3-Year Accidental Geek Squad Protection	$219.9 About $6.11/mo

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How Do I Buy This?

Compare

Save

Special Offers

Save $20 on NordVPN with select computer

You're going to need Word, Excel, and PowerPoint

Save 18% on LG disc rewriter with device

Save 20% on LG DVD drive with device

Save 16% on LG DVD drive with device

Show More

Cardmember Offers

Get rewards

eople ultimately bought

Overview

Specifications

A Closer Look

Intel 12th Generation Core i5
Processor Model

Budget | Low | **Medium** | High

- Mid-grade processor
- Multitasks well
- Easily manages music and video

Why is the processor important?

16 gigabytes
System Memory (RAM)

Low | **Medium** | High

- Handles heavy applications
- Great for advanced gaming

How much RAM do I need?

Intel UHD Graphics 770
Graphics

Entry-Level | Mid-Range | High-End

- Budget friendly
- Basic gaming

What's the right graphics card for me?

Key Specs

Processor Model ⓘ
Intel 12th Generation Core i5

Processor Model Number
12500

Processor Speed (up to) ⓘ
3 gigahertz

COUNCIL BILL NO. 2023-400 **ORDINANCE NO.**

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Community Clinic of Southwest Missouri that pertains to CDBG-CV public service grant funds; authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

WHEREAS, the City of Joplin and the Community Clinic of Southwest Missouri (Community Clinic), are desirous of entering into an agreement whereby Community Clinic will conduct Health Services to benefit low- and moderate-income persons in response to the Covid-19 Pandemic through the CARES Act Community Development Block Grant Program (CDBG-CV).

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

Section 1. That an Agreement between the City of Joplin, Missouri, and Community Clinic is entered into that describes the expenditure of CDBG-CV public service funds, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, or his designee, Director of Planning, Development & Neighborhood Services, is hereby authorized and directed, upon recommendation and approval of the City Council, to execute said Agreement or Agreement in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals with a public health and safety issues, and as such, is considered an emergency and shall take effect immediately upon passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 3rd day of April 2023, by a vote of

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney